**Residents’ Handbook**

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# Welcome to Housing 21

We’re delighted you have chosen to live in a Housing 21 property. As a leading, not for profit provider of housing and care for older people of modest means, we pride ourselves on delivering a high-quality service to our residents. With over 55 years’ experience, we are experts in the provision of older people’s housing and use that experience to ensure your home is built and maintained to a high standard to suit your needs. We also work hard to recruit and retain the best people, those who share our values, to provide the best services for you.

We are committed to quality, growth, efficiency and innovation and, as a not for profit provider, we put our residents rather than shareholders at the forefront of our strategic ambitions. Your views are important to us and we rely on your feedback to ensure we understand what matters to you and continue to develop our services to meet

your needs.

We hope that you enjoy your time with us and encourage you to share your experiences of living with Housing 21 through a variety of channels. More information can be found on pages 12/13.

**Bruce Moore**

Chief Executive

# Who we are

We started life in 1964 as the Royal British Legion Housing Association providing housing for veterans and their families. We grew rapidly with the benefit of Government funding and in 1992 confirmed our commitment to help all older people of modest means throughout England, regardless of whether they had any connection with the armed forces. We are proud of our roots and our social purpose is really important to us, driving us to be ‘better than good’ and ensuring our decisions are resident-led.

We believe that everyone deserves to have access to high quality housing and care which meets their needs and we will continue to work hard to provide more and better quality housing, care and support to meet the needs of a growing older population.

We have three guiding principles: 21, Better and Experience and we seek to apply these in all that we do:

**21** means we are committed to providing a modern, forward-thinking 21st century service, updating and modernising our existing housing as well as developing new and innovative property designs and service models for the future.

**Better** means we strive for continuous improvement and innovation in all that we do. We will never become complacent and will constantly challenge ourselves to do better and achieve improved performance, quality and value for money.

**Experience** means we aim to provide a consistently excellent service and a great experience for the people we serve. We seek to engage and empower residents to make choices and exercise control over the se

# Life with Housing 21

**Your home**

When you choose to live in a Housing 21 property you are investing in your future, making sure that you are living in a safe and secure property designed to suit your needs, and with carefully thought-out features to help ensure you can continue to enjoy life.

**Communal facilities**

We understand how important it is to be part of a community and our schemes offer a range of communal facilities where you can choose to spend time with other residents, family and friends. These facilities are available to residents and often others from the community. Sometimes they may be reserved for the use of a particular meeting or group but you will be made aware when this is the case. You may also be able to use the communal lounge for private occasions and this can be agreed at a local level. Many of our communal lounges are fitted with a hearing loop.

**Grounds and gardens**

We recognise the importance of outside space for your overall health and wellbeing and encourage residents to use the gardens where possible. Most schemes employ a garden maintenance service to keep the gardens looking their best but if you are interested in gardening you may be able to work on specific areas. This can be arranged at a local level.

**Social activities**

For those who enjoy socialising and mixing with other residents, you are encouraged to arrange social events and activities yourselves, liaising with either your Scheme Manager or other groups in the local community. Everyone living at the scheme has an equal opportunity to take part in resident-led social activities.

**Pets**

We are a pet-friendly organisation and believe they have a positive effect on wellbeing. If you wish to have a pet we usually agree as long as the property is suitable and you are able to look after the pet without it creating a problem for you or your neighbours.

Other than assistance dogs, pets are not always allowed in communal areas such as lounges and laundries. Your local manager will be able to provide more information.

**Communal door entry systems**

Many external doors are fitted with secure door entry systems, designed to support your safety and security. Please don’t let people in for someone else or leave communal doors open.

**Communal living and noise**

It is normal for people to hear noise from their neighbours and we ask that you are tolerant. No apartment or house is totally soundproof and noise can travel further than you think. Noise such as vacuuming, doors slamming, DIY, TV and radio can be annoying but is not considered as antisocial behaviour unless it is extreme and frequent or happening late at night. You can be considerate by turning the TV or radio down, wearing headphones, lowering the bass when playing music, closing doors quietly, putting down rugs if you have wooden floors, not vacuuming late at night or early in the morning and letting your neighbours know when you are going to do any DIY.

**Guest rooms**

Most Housing 21 schemes have a guest room which can be used for family and friends to stay for short visits. Priority is given to those providing support to a resident who is unwell. You can also visit other Housing 21 guest rooms. Talk to your local manager for more information.

**Laundry room**

Many of our schemes have a laundry room, the majority of which are exclusively for resident use. Some schemes have an agreed laundry rota. Details will be in the laundry room.

**Scooters**

Housing 21 supports, where practical, the use and storage of scooters and motorised wheelchairs; however suitable storage is not always available. Please check with your local manager if you need storage for a scooter or are planning to purchase one. Any resident who has a scooter or motorised wheelchair stored at the scheme will need to provide a current and valid copy of the certificate of insurance on request. This should also cover third party liability.

**Parking**

Most schemes have a car park on site for residents, visitors and employees. Parking arrangements are determined locally in the Court Service Agreement. If you have severe mobility problems please talk to us about what you need so we can work with you to find a solution.

Where parking is limited, we may request visitors park elsewhere.

# Management at a local level

We are proud of our local managers and our residents regularly tell us how important this service is to them. As the first point of contact for residents, local managers are there to provide help and support, assisting with a wide range of matters such as housing issues, managing rent accounts and providing benefits’ advice.

They look after your scheme, ensuring that everything runs smoothly, deal with any issues promptly and efficiently, and provide you with the peace of mind that support, information and guidance is there when you need it. They will also be a useful point of contact for you to discuss anything else you might need.

Your local manager will:

* Welcome and introduce you to the scheme
* Provide background support without interference, and respect your privacy and independence
* Agree how often they contact you. This could range from not at all to on their working days
* Help in an emergency by summoning relatives, calling a doctor or any other professional help that may be needed, ensuring they have the correct details on file
* Work with other organisations and professionals who support you and provide help in arranging assistance from family, Social Services and other agencies to meet your changing needs so that you can remain independent and in your own home
* Encourage social activities and participate where appropriate
* Support the Residents’ Association
* Take responsibility for the security, safety and cleanliness of the scheme
* Look after the building and its equipment and appoint contractors to carry out repairs
* Deal with bookings of the guest room or arrangements for use of communal facilities
* Manage the ancillary team, such as cleaners and liaise with gardeners and window cleaners
* Support you to access care services provided either by Housing 21 or another provider working on site (this applies to Extra Care)
* Support you to access care services provided either by Housing 21 or another provider working on site (this applies to Extra Care)

Your local manager is also responsible for the maintenance, care and cleaning of the communal facilities. They will let you know their hours of work and how to contact them.

**When the manager is not on duty**

Your manager will let you know regarding any planned absences such as annual leave. A relief manager may be employed when your manager is on annual leave or off work due to ill health for a significant period of time. We will agree with you and the other residents what arrangements will be put in place and this will be recorded in the Court Service Agreement.

**Benefits advice**

Local managers will be able to provide you with benefits advice or help you speak to a specialist adviser.

**Your call monitoring service**

Your safety and wellbeing is our priority and all of our new schemes now have 24-hour digital call systems. These are linked to the Appello on-call team for those living in Retirement Living, and linked to the on-site care team for those in Extra Care, enabling quicker response times in

an emergency.

In our newer schemes the system can also be used to contact other residents for a chat or to arrange to meet up.

The Appello video door entry system also provides extra reassurance, allowing you to identify your visitors through both sight

and sound.

In some schemes WIFI is available in communal areas or you can choose to stay connected at home with your own broadband. \* Options for satellite TV are also available.

\*Schemes are fitted with standard BT lines. You will need to apply for a BT line and then upgrade to broadband.

# Local choice and control

We are committed to giving you the power to determine how you want your scheme to be run through a process of local choice and consensus. We will actively engage and involve you in all aspects of our service, respond to your feedback and consider how we can adapt and develop our services to meet your changing needs and expectations.

**Court Service Agreement**

The Court Service Agreement is available for all residents to see and it sets out the consensus we have reached with regards to services at

the scheme.

This agreement will be reviewed every year as a matter of course but is also likely to be updated on an ongoing basis whenever we have agreed a change in service with residents.

If there is anything within the Court Service Agreement that you think should be reviewed, please speak with your local manager.

**Local meetings**

We seek your views on what you would like to be done at your scheme, from major works through to more social activities. We aim to hold local meetings on an annual basis. Your views will be recorded and you can discuss services which you may like to see provided. Your local manager will then provide feedback on how these issues and requests are being dealt with and any cost implications they may have. All residents, the local manager and your Residents’ Association representative can play a part in these meetings.

**Residents’ Association**

A Residents’ Association is a group of residents who meet to discuss matters affecting their scheme with the aim to promote the interests and wellbeing of all those living there.

**Why set up / join a Residents’ Association?**

There are a number of reasons why you might want to set up a Residents’ Association:

* To create a mechanism which brings residents together and represents their views, giving residents a greater voice
* To be recognised by both Housing 21 and other external bodies (e.g. local council)
* To open up opportunities to apply for external funding (various grants are available, e.g. The Big Lottery Fund)
* To support the arrangement of social events

For more information on how to set up a Residents’ Association, please talk to your local manager.

# Getting involved

We want you to participate in the improvement and development of our services locally and nationally. Your opinion counts and you can have a real influence over the way in which we operate. This is your home. You should not only know what is going on, but be able to influence decisions that affect it if you choose to do so. By involving you regularly and in different ways, we hope that:

* You feel able to influence policy
* We use your ideas to constantly improve
* our services
* We offer you value for money

We will consult you regularly on issues affecting your home, such as:

* Management, maintenance or improvements to your home
* The provision of services locally and nationally
* Proposals to change any terms or conditions of your tenancy agreement
* Changes in our policies
* Capital Investment Programme
* and Performance
* Our service performance

**How will we consult you?**

Consultation takes various forms. We may contact you by letter, by personal visit, hold a general meeting at your scheme or invite you to attend a meeting online, liaise with you through the Residents’ Association or ask you to be involved in other ways. Some examples of the ways you can become involved are:

**Resident Engagement Groups – Your voice matters**

We need to hear from you, our residents, to help shape the future of our services and influence some of the decisions we make at Housing 21.

There is a Resident Engagement Group for Retirement Living and Extra Care Living which have a clear focus on the topics you feel are of most importance. These include communication, health and safety, housing management, care quality, value for money and any other topics of importance to you.

If you are interested in joining either of the groups [complete the Resident Engagement Group application form](https://www.housing21.org.uk/resident-information/resident-engagement-groups/).

**Surveys**

We run resident satisfaction surveys from time to time to give you the opportunity to make your views and priorities known. The results are published so that everyone, both residents and those interested in Housing 21, can see your thoughts on our services.

Our recurring surveys include:

* The National Resident Survey – A survey that goes out to a sample of residents on an annual basis for an understanding of resident satisfaction at a local and national level.
* The Care Survey – All residents who receive care from Housing 21 receive a satisfaction survey on an annual basis.
* Repairs Survey – A sample of residents who have had a repair in their home are surveyed on a monthly basis.
* Move in Survey – Issued monthly to a sample of residents who have moved in to a Housing 21 property in the previous four weeks.

**Resident conferences**

We hold a number of annual resident conferences around the country which you will have an opportunity to attend. Attendees receive an update on all activities that have been taking place throughout the year and the focus is on improvements that we want to deliver over the course of the next year.

It is an opportunity to contribute your views and comments to help shape our services in future. More recently, these conferences have been held online due to the Coronavirus pandemic but we aim to meet with you in person wherever possible.

**Annual Reports**

Reports are produced every year, capturing key achievements and inspiring stories and showcasing what life is like in a Housing 21 property. The reports help to celebrate the residents and employees who have made a difference during the year.

[You can read the reports on the residents’ information section of our website](https://www.housing21.org.uk/resident-information/resident-engagement-groups/) or request a printed copy from your local manager.

# Service charges and paying your rent

**Things I need to pay for:**

**Service charge**

When you move into a Housing 21 property there is a service charge to pay for the additional services and communal facilities you benefit from as a Housing 21 resident.

This covers the lighting, heating, maintenance and cleaning of the communal areas and gardens, external window cleaning, buildings’ insurance and estate management. It also includes the payment towards your local manager and hardware for the emergency call system.

We do our best to ensure charges are kept to a minimum so review these annually, with any surplus or deficit rolled over to the next financial year. We hold an annual meeting with residents to discuss the service charge accounts and answer any questions giving at least 28 days’ notice of any adjustment to be made in the following financial year.

If you have purchased a property through shared ownership, the service charge payment includes a contribution to the sinking fund and there is an option to defer this until you eventually sell, to help with living costs during your residency.

[Read more information on how your service charge is calculated](https://www.housing21.org.uk/resident-information/resident-engagement-groups/) in the residents’ information section of our website.

**Other services and charges**

In addition to your rent and other charges you are also responsible for paying individual utility bills, contents’ insurance, TV licence and

council tax.

**Paying your rent and/or service charge:**

**Pay by direct debit**

We prefer you to pay your rent and related charges by direct debit.

For new residents, a direct debit will be set up at the scheme during the sign up. For existing residents please discuss with the local manager or buddy who will be able to set up a direct debit on-site.

You can choose to pay by direct debit either weekly, fortnightly, four weekly or monthly.

Once set up you will be issued a direct debit mandate with the payment value and payment dates. You will be issued a new mandate if there are any changes to the payment dates or your rent increases, making paying your rent quick and easy.

You can specify the direct debit amount, for example, the payment value less any Housing Benefits we receive on your behalf.

**Pay by using a bank card**

Pay with any standard bank card including MasterCard, Visa, Switch, Solo and Delta.

[**You can pay your rent online by using a bank card**](https://www.housing21.org.uk/resident-information/pay-your-rent/)

You will need your tenancy number, which is on the rent statement. If you do not have a copy, please ask your local manager for this.

**Pay by using a bank card at your scheme:**

The local manager has the facilities to take bank card payments for rent. Please visit the office at your scheme. You will receive a receipt as proof of payment.

A rent statement will be issued every quarter so that you can check all payments.

**Pay by standing order**

* You choose the date your rent payment leaves your account
* Please ensure tenancy number is quoted as reference as per rent statement
* You will need to contact your bank each time the rent figure changes
* Please note that we are not able to cancel or amend any standing order that you may have set up. Only the account holder or bank is able to do this

**Pay by bank transfer**

If you have access to online banking, you can pay by bank transfer (BACS payment).

Housing 21 bank details (rent) are:

**Sort Code:** 20-06-05

**Account:** 80664332

Please ensure tenancy number is quoted as reference as per rent statement.

**Pay by rent payment card**

If you have an Allpay card you can make payments at any location displaying the PayPoint, Post Office® or Payzone logos. They include:

* Shops and garages displaying the PayPoint and Payzone logos
* Any Post Office®
* By telephone. Call **0330 041 6497** (calls are charged at national rate)
* [Paying online using the All Pay Internet Payment](https://www.allpayments.net/Allpayments/Signin.aspx?ReturnUrl=%2fallpayments). You will need your payment card, as you are required to enter your card number

**Help and support**

If you are having difficulties paying your rent and/or related charges please let your manager know immediately. Your local manager is there to [support you through our Helping Hands initiative](https://www.housing21.org.uk/resident-information/helping-hands/) which offers help to discuss payment plans, change your payment arrangements and help you apply for some benefits.

Financial advice and support is available from other organisations such as Citizens Advice.

# Keeping you safe

Housing 21 is committed to preventing and detecting any form of abuse or neglect that may harm residents or visitors. See the scheme notice board for details of how to report suspected abuse. Housing 21 works in partnership with the local authority and other organisations to investigate any incidents of suspected or actual abuse for people with care and support needs.

At Housing 21, we believe that our residents and householders should not live in fear of abuse, neglect or violence from their household or other family members.

Anyone who discloses abuse will be supported in a non-judgemental way. A disclosure is sufficient to be supported in a timely manner, including giving advice.

Housing 21 also takes the stance of “Nothing about me, without me”, where there are open discussions before any advice or action is taken. No action will be completed without your knowledge.

**We are committed to supporting victims of abuse or neglect including:**

Financial

Psychological

Sexual

Domestic

Physical

Modern Slavery

Neglect and acts of omission

Organisational

Discrimination

**If you are experiencing any of the above or are concerned that another resident might be, please:**

* Speak to, telephone or email your local manager or any other member of Housing 21 employees
* Contact organisations from the safeguarding directory, available from your local manager
* Call your local authority

**For domestic abuse you can:**

* Report the abuse to the police by calling 101
* If you are in immediate danger you must always contact the police on 999
* If you cannot speak, just dial 999 and then listen to the questions which are being asked
* You do not need to speak, you could just cough or tap your phone
* You may be prompted to press 55 on your keypad but don’t do it immediately after dialling 999
* Pressing 55 only works on mobiles and does not allow police to track your location

The National Centre for Domestic Violence services allow anyone who has recently suffered, or been threatened with, domestic abuse or violence to [apply for an emergency court injunction](https://www.ncdv.org.uk/)**.**

You can call the National Centre for Domestic Violence on

0800 970 2070, 24 hours a day or you can text NCDV to 60777

Women’s Aid [provides free advice and support](http://www.womensaid.org.uk/) to people affected by domestic violence

Refuge [offers 24-hour helpline support](http://www.nationaldahelpline.org.uk/) for people suffering domestic abuse.

You can call Refuge 24 hours a day on 0808 2000 247.

## Galop LGBT+ Anti-violence charity [offers support for LGBT+ people](http://www.galop.org.uk/types-of-abuse/domestic-abuse/) who have experienced abuse and violence. You can call Galop on 0800 999 5428 from Monday to Friday between 10am and 5pm or until 8pm on Wednesdays and Thursdays.

Rape Crisis Centre offers [support for survivors of sexual assault and abuse](http://www.rapecrisis.org.uk/) enabling you to get online emotional support, or access information and self-help tools.

DeafHope from Signhealth [offers help and support for deaf people](http://www.signhelp.org.uk/).

You can text DeafHopeon 07970 350 366

Paladin provides [advice to all survivors of stalking](http://www.paladinservice.co.uk/). You can call Paladin on 020 3866 4107 from Monday to Friday between 9am and 3pm or on Wednesdays from 10am to 5pm. You can [also email Paladin for advice](mailto:info@paladinservice.co.uk) and support

Disrespect Nobody can help you to [find out about healthy relationships](https://www.disrespectnobody.co.uk/), relationship abuse, consent and more.

Mankind Initiative offers [support for male victims of domestic abuse](http://www.mankind.org.uk/).

You can call ManKind on 01823 334 244 from Monday to Friday between 10am and 4pm

Respect provides an [advice line for men on domestic abuse](http://www.mensadviceline.org.uk/). You can call Respect on 0808 801 0327 from Monday to Friday between 9am and 5pm or until 8pm on Mondays and Wednesdays.

Hourglass provides help and [support for older people suffering domestic abuse](http://www.wearehourglass.org/).You can call Hourglass on 0808 808 8141 or text helpline to 07860 052906.

Wills and bequests

Most solicitors offer a cheap and simple service, or advice can be obtained from your local [Citizens Advice Bureau](https://www.citizensadvice.org.uk/) or [Age UK](https://www.ageuk.org.uk/) area representative.

Local managers, because of their position, can develop close personal relationships with those living on their scheme and sometimes people wish to acknowledge this by giving the local managers a gift in their will.

The local managers’ conditions of employment do not allow them to receive gifts of money, bequests or presents. Nor should they be asked to act as Executors for the Estate of a resident or to be a witness to the will. Local managers should also never be signatories to any other legal document.

Professional boundaries with staff

Whilst we recognise that employees must establish a rapport with residents and provide friendly and accessible services, they are responsible for establishing and maintaining appropriate boundaries between themselves and residents.

Employees must ensure that working relationships are not misread or confused with friendship or other personal relationships. This is essential in order to protect residents and employees from any risk.

If you have any concerns, speak to your local manager or refer to the poster in your scheme for the local authority telephone number.

# Antisocial behaviour and harassment

Housing 21 is committed to tackling antisocial behaviour. We will not tolerate antisocial behaviour and have published a policy to reaffirm our strong approach to tackling it.

We take our responsibilities towards protecting our residents very seriously. In doing so, we will work closely with relevant partner agencies to tackle instances of antisocial behaviour in our properties. If you wish to see the full policy statement, then please contact your local manager, who will be happy to provide this to you.

**What is antisocial behaviour?**

Examples of antisocial behaviour may include, but are not limited to, the following:

* Bullying
* Criminal damage
* Drunkenness
* Graffiti
* Loud music
* Noise nuisance
* Pet nuisance
* Racial harassment and hate crime
* Sexual offences
* Verbal abuse, threats, harassment
* and intimidation
* Violence or threats of violence

Residents have a responsibility to comply with the terms and conditions of their tenancy agreement or lease. Those agreements require residents not to cause antisocial behaviour and not to allow members of their households, invited visitors or pets to cause antisocial behaviour.

Below are some of the ways in which we can help prevent or manage antisocial behaviour. In certain cases it is possible that we will work through the list of options in this order. However, it is equally possible that the circumstances of a particular case will justify one or more of the options being missed out or used in a different order.

* Verbal warning from Housing 21 to the perpetrator
* Warning letter from Housing 21 to the perpetrator
* Mediation
* Acceptable Behaviour Contract between Housing 21 and the perpetrator
* Notice Seeking Possession/Forfeiture from Housing 21 to the perpetrator
* Refusing Mutual Exchange requests
* Injunction (including Exclusion Orders)
* Powers of Arrest and Undertakings
* Antisocial Behaviour Order (ASBO) (including Parenting Orders and other associated Orders)
* Possession/forfeiture proceedings, including demotion

As per the information on pages 6-7, noise such as vacuuming, doors slamming, DIY, TV and radio can be annoying but is not considered as antisocial behaviour unless it is extreme and frequent or happening late at night.

Where residents experience or are subjected to low level antisocial behaviour we will always recommend that residents try to address this directly with each other in the first instance, respecting and valuing disabilities or cultural differences. If, as a resident, you have tried and failed to resolve the situation yourself you should contact your local manager who will provide support and work with you to get the situation resolved as quickly as possible.

**Protection of employees**

Housing 21 will not tolerate any antisocial behaviour directed at our employees, agents or contractors. We will take a tough approach against anyone who directs antisocial behaviour at our employees and may intervene immediately and seek an Injunction or Possession against the perpetrator without taking any preliminary steps.

# If you are renting your property -

# repairs and maintenance

**Please report all repairs to your local manager**

If your local manager is unavailable during office hours, contact details of alternative managers will be displayed on the notice board.

If an emergency occurs outside of normal office hours, at weekends and bank holidays, faults should be reported via your digital call system.

When you report a repair, please tell us:

* Your name, address and daytime telephone number
* Type of repair
* Location of the repair e.g. in which room or where in the scheme
* When you will be in, so we can arrange an appointment

**Who is responsible for repairs?**

Your rent includes a contribution towards the cost of repairing your home. The tenancy agreement lists the repairs Housing 21 is responsible for. In summary:

* We carry out most items of maintenance to Housing 21’s property, fixtures and fittings except where damage has resulted from misuse or neglect or has been caused by yourself or visitors to your home
* We redecorate and maintain the communal areas and the outside of your home regularly
* Except in emergencies, we will give you notice of work being done

**Items that you are responsible for:**

* Your own possessions
* Fittings and appliances that you have installed yourself
* Drains, sinks and toilets blocked from disposing of unsuitable items
* The cost of gaining access if door keys are lost including replacement locks and/or keys
* Items damaged by yourself or relatives
* Insurance cover for damage to your possessions
* Electric plugs or fuses
* Light bulbs in your home (excluding fluorescent strip tubes and bathroom sealed units)
* Internal decorations (inc. filling minor plaster cracks and holes)
* Adjusting internal doors for new carpet / flooring you fit
* Satellite aerials (non-communal) you fit
* Fitting or adjusting curtain poles
* Plugs and chains to sinks and baths
* Repairs necessary as a result of alterations you have carried out
* Clearing of all personal possessions including carpets at the end of your tenancy

We can, if requested, assist with finding a suitable contractor to undertake repairs that are not our responsibility, but you would have to pay the contractor for these works.

**How long will my repair take?**

We classify repairs according to how urgent they are and will respond to requests within the following time limits. When a repair is reported, we will tell you how long it will take to be carried out.

**Emergency repairs** (a defect that puts your health, safety or security at immediate risk) will be done within 24 hours of us being advised.

**Emergencies are defined as:**

* Total loss of power (excl. local power cuts)
* Total loss of water
* Total loss of gas supply
* Total loss of heat to your home or water heating
* Severe water leak through roof/ceiling, water or heating pipe, tank or cistern
* Blocked flue to open fire or boiler
* Blocked or leaking toilet pan, soil pipe or foul drain, where there is no other toilet available
* Tap that cannot be turned off
* Kitchen sink blocked and unusable
* Door entry phone not working
* Insecure external window, door or lock, (where vulnerable e.g., ground floor)
* Rotten timber flooring, loose or detached, handrail, stair tread, unsafe power or lighting socket
* Failure of passenger lifts
* Failure of emergency call monitoring system
* Failure of fire alarm system
* Racist or abusive graffiti

**Urgent repairs** will be done within seven calendar days of us being advised:

* Partial loss of water
* Partial loss of power (excl. local power cuts)
* Partial loss of heating e.g., individual radiator or heater not working
* Toilet not flushing properly (when there is no other working toilet available)
* Blocked bath, shower or basin
* Tap that cannot be turned on

Routine (non-urgent) repairs will be done within 28 working days of us being advised, unless re-programmed for planned maintenance in which case you will be informed.

**Examples include:**

* Minor plaster or painting repairs following other repairs carried out
* Non urgent carpentry, joinery, plastering, plumbing or electrical work
* Non urgent external repairs e.g. paths, fencing, guttering.
* Non-hazardous flooring repairs
* Non-offensive graffiti

**Requesting permission for adaptions**

If you want to make adaptions, for example installing a grab rail, you should speak to your local manager who can give you an alterations and improvements form. This will enable you to apply for permission for the work you wish to carry out.

# If you are a leaseholder -

# repairs and maintenance

**Who is responsible for repairs?**

Your service charge includes a contribution towards the cost of repairs at the scheme and some repairs within your home. Your lease determines the repairs for which Housing 21 is responsible.

Whilst a summary is given below, any final decision about responsibility for repairs will be determined by reference to your lease.

**Items for which Housing 21 is responsible:**

Wind and water tightness

- Structure and exterior

- Roof

- External window frames and glazing

- External doors and ironmongery

Security

- External door locks

- Letter plates

Water services

- Hot and cold water pipes outside the property (including tanks and cylinders) in communal areas

- Hot and cold water pipes and taps (including tanks and cylinders) in roof spaces above residents’ properties and under floors (although this sometimes differs for bungalows)

Sanitary installations

- All main drainage pipes outside the property, including those in the grounds of the scheme

- Ball valves and siphons in communal areas

- All sanitary ware in communal areas

Electrical installations in communal areas

- Wiring, consumer units, fuses, circuit breakers

- Switches, batten holders, power points

- Immersion heaters

- Electrical heating

- Wiring in roof spaces above residents’ properties (serving communal areas)

Ventilation system

- Ventilation fans in communal areas

Gas installations in communal areas

- Piping and outlets

- Central heating systems

- Communal gas boilers and any installations operating off these boilers

Decoration

- Externally to the structure, windows, doors, gutters and downpipes

- Internally to all communal areas and rooms

Communal areas

- Lighting, including emergency lighting

- Fire fighting, alarm and detection equipment

- Emergency call system (including equipment in your home)

- TV aerial

- Passenger lifts (installed and maintained by us)

- Entry-phone (including equipment in your home)

Garages

- Structure, doors, roof, gutters, downpipes, external decoration

Please note:

We will not accept responsibility for repair or renewal required by reason of damage, misuse or neglect on your part as the resident or the residents’ guests or visitors. In such cases your will be responsible for the full cost of the repair

Generally, we will not be responsible for arranging repair, renewal or removal of items that have been fitted or replaced by you or any of your predecessors as residents

**Items for which you are responsible:**

Security

- Replacement door keys (although these keys are supplied by us)

Water service

- Internal pipes, including damage caused by freezing

Sanitary installations

- All sanitary ware, for example: sinks, baths, wash hand basins (including plugs and chains), WC pans, cistern, seat and lid

- Blocked internal pipes and traps

- Shower

Electrical installations

- Electrical central heating and fires

- Immersion heaters

- Consumer unit, fuses, circuit breakers

- Light fittings, switches, batten holders power points, light bulbs

- All fittings and appliances including those that were supplied with your home, for example storage heaters, cookers, fridges

Gas installations

- All fittings and appliances - for example: cookers, feature fires, individual boilers

- Please note that gas installations should be serviced annually, and you may be asked to provide evidence of servicing to us upon request

Decoration

- All internal decorations within the dwelling, including tiling

Floor coverings

- All floor coverings within the dwelling

Miscellaneous internal fittings

- Internal doors, hinges, closers, locks and latches

- Internal glazing

- Curtain rails, hooks, hat and coat rails

- Fitted cupboards and wardrobes

- Kitchen units

- Waste disposal units

- Individual TV aerials

- Individual smoke detectors

We can, if requested, assist with finding a suitable contractor to undertake repairs that are not Housing 21’s responsibility, but you will have to pay the contractor for these works when they have been completed.

**Requesting permission for adaptions**

If you want to make adaptions, for example installing a new kitchen, you should speak to your local manager who can give you an alterations and improvements form. This will enable you to apply for permission for the work you wish to carry out.

**How do I report a repair?**

For suspected gas leaks at any time, immediately contact the National Gas Emergency Service on **0800 111 999**.

**For all other repairs:**

Please report all repairs to your local manager.

If an emergency occurs outside of normal office hours, at weekends and bank holidays, faults should be reported via your digital call system.

If an emergency occurs outside of normal office hours, at weekends and bank holidays, faults should be reported via your digital call system.

When you report a repair, please tell us:

* Your name, address and daytime telephone number
* Type of repair
* Location of the repair e.g. in which room or where in the scheme
* When you will be in, so we can arrange an appointment

Please give as much information as you can about the repair needed for example exact location, clear description, gas or electric, make and model of appliance, and whether it is major or minor leak. The Scheme Manager will also need to know when you will be in so that they can arrange an appointment with the contractor within the timescales set out below. Tradespeople will not enter your flat to carry out work in your absence without permission, except in an emergency.

**How long will my repair take?**

Housing 21 classifies repairs according to how urgent they are and will respond to repairs requests within the following time limits. When a repair is reported, we will tell you how long it will take to be carried out.

Emergency repairs (a defect that puts health or safety or security in immediate risk) will be done within 24 hours of us being advised.

**Emergencies are defined as:**

* Total loss of power (excluding local power cuts)
* Total loss of water
* Total loss of gas supply
* Total loss of heat to your home or water heating (where there is communal heating system)
* Severe water leak through roof/ceiling, water or heating pipe, tank or cistern
* Door entry phone not working
* Insecure external window, door or lock, (where vulnerable e.g. ground floor)
* Failure of passenger lifts
* Failure of warden call system
* Failure of fire alarm system
* Racist or abusive graffiti

**Urgent repairs will be done within seven calendar days of us being advised:**

* Partial loss of water
* Partial loss of power (excluding local power cuts)
* Partial loss of heating e.g. individual radiator or heater not working
* Minor water leaks
* Faulty communal TV/satellite aerials
* Minor electrical faults
* Blocked drain
* Minor roof leaks

Routine (non-urgent) repairs will be done within 28 working days of us being advised, unless re-programmed for planned maintenance in which case you will be informed.

**Examples include:**

* Minor plaster or painting repairs following other repairs carried out
* Non urgent carpentry, joinery, plastering, plumbing or electrical work
* Non urgent external repairs e.g. paths, fencing, guttering
* Non-hazardous flooring repairs
* Non-offensive graffiti

We use detailed information from our stock condition survey to prioritise and plan any major capital works at schemes. Where such works are required they will generally be planned at least one to five years ahead.

**What if a problem occurs?**

Housing 21 will issue a works order to the contractor describing the work required and including a date for completion. If the contractor does not carry out the repair within the timescale, you will need to inform your Scheme Manager or Housing 21. The matter will then be raised with the contractor who will arrange for another visit.

Housing 21 is committed to ensuring that repairs are carried out right first time and within our very clear timescales. We take any failure to meet these targets very seriously and review our contractors’ performance in order to ensure that they are performing to a high standard. If you are concerned about the performance of one of our contractors, then please let us know.

Claims for compensation should be received by Housing 21’s complaints department. Please note that we will offset any compensation payment against any arrears on your rent/service charge account. For more information about making a suggestion or complaint, see page 41.

**What about major building works?**

Occasionally, it may be necessary to do major building works, such as a roof renewal or a full refurbishment of the scheme.

On these occasions, you will be fully consulted before we do any major works. We follow the process, prescribed by statute in undertaking this consultation, which includes invitation of your comments regarding specification and choice of contractor. For most major works contracts we will invite the contractor to the scheme prior to the works commencing to explain to you how the works will progress and how any disruption will

be managed.

**What should I expect of the maintenance contractors?**

Maintenance contractors used by Housing 21 are expected to follow a code of conduct, which includes health and safety and standards of work.

**They should:**

* Contact the Scheme Manager on arrival at the scheme
* Keep appointments and be punctual
* Never smoke on site
* Introduce themselves and show identification to you
* Be polite, presentable, friendly and professional at all times
* Be patient
* Be aware of the cultural needs of all residents
* Respect your home at all times
* Leave everything safe, clean and tidy

If you are not happy with the conduct of any contractor, or the quality of the work, please inform your Scheme Manager. The full code of conduct that we give to all maintenance contractors is available from your Scheme Manager.

**Resident satisfaction survey**

We want to ensure that we are continuously improving the services you receive from us. With this in mind we will carry out resident satisfaction surveys of all aspects of our service to you including repairs and maintenance. For more information about the resident satisfaction survey, see page 14.

# Suggestions, comments, compliments and complaints

We welcome your suggestions, comments, compliments or complaints so we can learn from them and improve our services.

You may not wish to complain but think we could improve one of the services we provide or wish to pass on a compliment for good service. Please feel free to write, telephone, email or speak in person to your local manager.

**Do you have a complaint?**

If you are not certain if your issue is a complaint, this is our definition: “an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own employees, or those acting on its behalf, affecting an individual resident or group of residents”.

Tell us if you are unhappy with:

* The quality of our service
* Something we’ve done
* Something we’ve not done

**We commit to:**

Informal stage – to try to resolve issues quickly and effectively as an informal complaint within 10 working days

Two-stage formal complaints procedure – to investigate and respond to complaints where we have not been able to resolve informally

- Stage 1 respond within 10 working days

- Stage 2 respond within 20 workings days

If we cannot respond within the target timescale at either stage, we will arrange an extension period with you – usually up to 10 working days

Monitoring complaints carefully so we learn from them; develop good practices for the future; and share learning via our scheme newsletters

**What to do**

* Contact your local manager and explain fully the nature of your complaint – not all issues are dealt with using complaints procedure e.g. antisocial behaviour and nuisance
* If we cannot respond initially, or you are dissatisfied with the informal response, the relevant line manager will check the details of your complaint. Where appropriate a formal complaint will be logged, and you will receive an acknowledgement within five working days – by post or email
* At stage one of the formal procedure there is a 10-working day deadline for investigating and responding to your complaint. You will receive a full response answering all the issues and giving details of any actions to be taken, or compensation if appropriate
* If you are not satisfied with the outcome of your Stage 1 formal complaint response you can ask to escalate to Stage 2. The complaint investigation will be reviewed, and a response will be sent within 20 working days

For more information, [check out our information leaflet on suggestions, comments, compliments or complaints](https://www.housing21.org.uk/resident-information/helping-hands/) or call **0303 123 1622**.

A copy of our full complaints policy is available on request.

At any stage of your complaint, you can also contact the relevant Ombudsman Service.

You can call the [Housing Ombudsman](https://www.housing-ombudsman.org.uk/) on 0300 111 3000 or write to them at PO Box 152, Liverpool L33 7WQ

You can call the [Local Government (Social Care) Ombudsman](https://www.lgo.org.uk/) on 0300 061 0614 or write to them at PO Box 4771, Coventry CV4 0EH

You can call the [Care Quality Commission](https://www.cqc.org.uk/) national customer service centre on 03000 616161 or write to them at Centre Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA. Alternatively, [you can email the CQC](mailto:enquiries@cqc.org.uk)

# Fairness and equality

**Dementia-friendly**

We are a dementia-friendly organisation and work hard to ensure our employees and residents understand what life is like for those living with dementia. We incorporate dementia-friendly design features into our schemes where possible, including outdoor paths which always lead back to the same hub, customisable ‘milk shelves’ outside each front door and colour coded corridors.

We encourage all of our residents to [become Dementia Friends](https://www.dementiafriends.org.uk/), a national initiative from the Alzheimer’s Society to help people learn more about dementia and the small ways you can help. Anyone of any age can be a Dementia Friend.

**Equality, diversity and inclusion**

Housing 21 is committed to equal opportunities and has an Equality, Diversity and Inclusion (EDI) Policy and supporting strategy which is refreshed annually. Our aim is not just to comply with legal aspects relating to equality and diversity but to create an environment where individuals are highly valued with the contributions they make as a result of their skills, experiences, characteristics and outlooks, recognised and respected.

We are committed to providing great services and ensuring that our employees and residents have good experiences in an environment which is safe, welcoming, open and transparent and which values difference. We promote an environment where standards of conduct are of the highest level and where no one is harassed, bullied or victimised, and provide a range of options for employees and residents to raise any concerns that they may have.

**Meeting your needs**

We all have the right to be treated with respect and dignity and want to make sure that others are treated in this way too.

Housing 21 is committed to providing equality of opportunity and fair treatment for all. We will not discriminate because of disability, age, gender reassignment, marital or civil partnership status, race, ethnic origin, colour, nationality, religion or belief, sex or sexual orientation (‘Protected Characteristics’). We aim to make sure that there are no barriers to our services that prevent people with different needs and requirements from accessing them.

We are committed to embracing and valuing the diversity of our workforce, customers, volunteers and the communities in which we work and will not tolerate any form of discrimination.

When we ask you to tell us if you have a disability, this information will be recorded to ensure that we deliver the service in the way you need. For example, if you have a visual impairment we may provide reading material in a different format such as large print, audio file or Braille.

Any information you provide will be treated confidentially and only used to ensure you receive the services and information you need.

Housing 21 is committed to protecting and respecting your privacy and will always keep the personal information which you supply to us confidential and will not disclose any information to any third party organisation outside of Housing 21, unless we gain your explicit consent first, except where the disclosure is required to help prevent fraud, or if required to do so by law.

Our full [privacy notice sets out the basis](https://www.housing21.org.uk/corporate/privacy/) on which any personal data we collect from you, or that you provide to us, will be processed by Housing 21. It also details how we maintain the security of your information, your rights to access the information we process on your behalf, or what to do if you believe the information we hold on you is incorrect.

Alternatively, if you have any questions about the administration of your personal information, you can [email our Data Protection Officer](mailto:dataprotection@housing21.org.uk) or call 0370 192 4000**.** Alternatively you can write to: Data Protection Officer: Housing 21, Tricorn House, 51-53 Hagley Road, Birmingham B16 8TP

# If you are renting your property -

# conditions of tenancy

Your tenancy agreement is a legal contract which sets out the conditions of your tenancy. It includes your rights and responsibilities and those of Housing 21. You will have been given a copy of this agreement at the start of your tenancy. Your local manager will be able to provide you with a copy of the agreement and answer any queries you may have.

**How to end your tenancy**

You can end your tenancy by giving four weeks’ notice in writing. Rent will continue to be charged until the keys are received. As our tenancies start on Monday, we are able to receive the keys before 12 noon of the following Monday without you incurring any further rent. Before you move from your home, the property should be cleared of all possessions, unwanted items and rubbish (including carpets and other floor coverings), except for Housing 21 items such as any cookers and fridges. The property should be left in a good condition, as per the conditions of your tenancy. If the property is not left in a clean and good decorative order or there is damage which is not associated with normal ‘wear and tear’, Housing 21 reserves the right to charge you to put right these items.

As a reminder, you may also want to:

* Notify your bank, building society, pension and benefits office, council andutility companies and any other interested parties of your change of address
* Cancel any standing order payments or direct debits (if applicable)
* Notify the council if you are claiming Housing Benefit

**Transfers**

As a Housing 21 resident, you are entitled to apply for a transfer to another property owned by Housing 21. Your local manager will be able to give you more information. Your application will be reviewed in date order along with any external applicants, as long as you fulfill the criteria:

* You have an assured tenancy
* Your rent account has been clear for the last six months

If there are exceptional needs, please let your local manager know. The condition of your home will be inspected by your local manager, and it is expected that you will vacate your home in good condition.

**Mutual Exchange**

You may have the right to exchange your home with another Housing 21 resident or a resident from any other housing association or local authority. Both landlords must give their written consent before the exchange goes ahead.

Our criteria includes:

* Any incoming resident must satisfy the criteria for living in one of our properties
* Your rent account must be clear of any arrears
* The condition of your home will be inspected by your local manager and it is expected that you will vacate your home in good condition, as per the conditions of your tenancy. Your local manager can give you more information

# If you are a leaseholder -

# information about your lease

Your lease is probably the single most important document for determining the relationship you have with Housing 21, yet it is not always easy to understand because it is a legal document. This section is designed to help you better understand the terminology within your lease.

We often find that residents do not have a copy of their lease. If this is the case you must speak with the conveyancer you used when you bought the property as it was their responsibility to give one to you.

**Freeholder and leaseholder**

The first thing to understand is that you have not bought the bricks and mortar of your property or the ground upon which it stands. The freeholder is the owner of the land and buildings and you have simply bought the right to live there and use the facilities, having paid a premium to ‘lease’ this privilege from your landlord.

On this basis you are known as the leaseholder, the lessee or the tenant (this latter word most commonly being used in reference

to statute).

Your landlord is not always the freeholder as the freeholder may have sold a head-lease to your landlord, who then sold a sub-lease to you, making your lease a tripartite agreement. In most cases Housing 21 is the freeholder as well as being your landlord. The relationship of all ‘parties’ to the lease is normally described at the very front of the lease.

On this basis we may be called the freeholder, the lessor or the landlord.

In a small number of cases, we are simply the managing agent who has been appointed by the freeholder or landlord to manage the scheme. In these cases, we still assume all the responsibilities of the landlord.

**Punctuation**

You will have probably noticed that the lease contains virtually no punctuation (unless you have a more modern lease).

The effect of this is that clauses within the lease can often be read a number of ways and sometimes appear to mean totally different things, over which the leaseholder and landlord can often disagree.

If a dispute over interpretation of a clause develops and cannot be resolved then it has to be resolved legally. In reaching a determination, a court or tribunal will look at what can reasonably be inferred from the clause and will also look at the practice/interpretation that has previously ensued.

**The ‘term’**

Your leasehold interest in your property gives you the right to live there for a fixed period, called the ‘term’. Obviously, the longer the term, the better, although you can see from the section about your legal rights that you have the right to extend this term.

**The ‘demise’**

You should see within your lease reference to the demise or the demised premises. This is important because it shows (by way of a plan) or describes the part of the development over which you have exclusive use, occupation and responsibility.

Understanding the boundaries of the demise is also important as it determines where your repair responsibilities start and finish. In the same way that the lease describes the areas of the scheme that are exclusive to you, it also then shows or describes the areas that you may share in common with your neighbours.

**The lessee’s covenants**

You are the leaseholder and you have entered into an agreement or ‘covenant’ with us. The lease defines a number of very specific covenants, normally under the heading of ‘lessee’s covenants’.

These covenants set out what you have agreed about use and occupation of the property and the scheme.

**The lessor’s covenants**

We are the landlord and, equally, we have entered into an agreement or ‘covenant’ with you.

The lease defines a number of very specific covenants, normally under the heading of a ‘lessor’s covenants’.

These covenants set out what we have agreed about the management and maintenance of the scheme and your property.

**Service charge**

In fulfilling the lessor’s covenants to provide services to the leaseholder the landlord can charge a service charge to recover its costs.

There is normally a leaseholder covenant requiring payment of the service charge and the lease will very clearly define what can be included within a service charge demand.

**Appendices or schedules to the lease**

It is normal for the appendices or the schedules to the lease to lay out more detail under specific headings. The main body of the lease may refer on several occasions to payment of a service charge. The appendix or schedule may then pull together all information on the scope and payment of the service charge and give much clearer definition.

**Assignable or non-assignable leases**

Many of the leases may look substantially different to each other but there is one key difference to be aware of when it comes to selling your home. Assignable leases can be transferred (assigned) to someone else by way of a legal and financial transaction. The lease will determine whether you need our permission to do this and will also determine within the appendix or schedule what criteria the purchaser must meet.

The sale of an assignable lease is very straightforward, mainly being a transaction between you and the purchaser. A non-assignable lease cannot simply be transferred (assigned) and you have to surrender the lease back to us first. The new purchaser is then granted a new lease by us. The sale of a non-assignable lease is less straightforward as the transaction significantly involves you, the purchaser, and Housing 21.

**Deed of covenant**

Not many of Housing 21’s leases require a deed of covenant, which is a form usually used during the sale of a property. When used during the sale of a property, a lease may require the new purchaser to enter into a deed of covenant, the format of which is usually appended to the lease.

The terms of the deed are usually simply a reflection of covenants within the lease and require the purchaser and/or occupier to agree to observe the covenants within the lease.

**Notices**

Where the lease requires notice it usually specifies that it must be in writing and it may specify the method of delivery. If this process isn’t followed then it may invalidate the notice. For example, you mention in passing to the Scheme Manager that you want to sell your property, this is not sufficient notice for us to start the resale process. You also need to ensure that you have appropriate authority to serve notice, which is important where a death has occurred and we need to see grant of probate.

# If you are a leaseholder -

# your legal rights

Whether we are the freeholder, landlord or simply the managing agent the responsibilities for the purpose of this handbook are broadly the same.

To keep things simple we will refer only to the landlord unless there are express differences. Most of our leases require that the person occupying the dwelling is also the leaseholder. This doesn’t automatically preclude someone else (for instance, a relative) from having an interest in the property, it just means that their name cannot appear on the title. This section applies to the person named on the lease and our relationship with them.

**Your lease**

You have purchased a leasehold interest in your retirement home and the lease you signed gives you certain rights and responsibilities.

The conveyancer who handled your purchase should have given you a copy of your lease and you are advised to make yourself familiar with the various clauses within it. Please refer to the section on ‘Explanation of the main terms of your lease’ to help in doing this.

The lease is the contract that sets out the relationship between you as the leaseholder and us as your landlord.

**Residents’ Associations**

Residents have a right to form a Residents’ Association, for which the law gives greater/ additional consultation rights than to individual leaseholders (on certain issues).

If a Residents’ Association wishes to be consulted on matters such as expenditure on major repairs and certain long term agreements, it must seek formal recognition by the landlord. For more information see the section on ‘Getting involved’.

**Service charges**

We provide a range of services for which you pay a variable service charge.

The law defines a variable service charge as an amount payable in addition to ground rent, or as part of that rent, in respect of services, repairs, maintenance, insurance or management costs and one that varies according to changes in costs for those services.

A service charge can only be demanded for items that are specified in the lease.

**Reasonableness of service charge**

Leaseholders are required to pay ‘reasonable’ service charges for works of a reasonable standard. In cases of dispute it is for a tribunal to determine what is reasonable.

You have a right to obtain a summary of relevant costs incurred. If you require more detail you have the right to inspect all supporting documents, which may include receipts and invoices, and you may also take copies.

You can refuse to pay the cost of any service incurred 18 months before a demand for payment is made, unless your landlord has notified you in writing that the cost has been incurred.

**Ground rent**

Ground rent is payable under the terms of some, but not all, leases. Any demand for ground rent must be done using a prescribed form of notice. If not, you have the right to withhold payment.

**Administration charges**

Administration charges are charges payable under the terms of the lease that are neither service charges nor ground rent. Typical examples are charges for permission to make alterations to the property, permission to sublet, fees for late payment or fees for providing information to assist in the sale of a property. As with service charges, you have the right to challenge the reasonableness of an administration fee.

**Statement of rights**

Any demand for service charge or administration fee must be accompanied by a statement of the leaseholders’ rights. Payment can be withheld until this notice is served but, once served, all monies become due from the date they were originally incurred.

**Insurance**

Insurance costs must be reasonable and the recognised residents’ association or an individual lessee can request summary details of the insurance policy, which must be provided by the landlord within 21 days.

Leaseholders have an additional right to inspect the policy and proof of payment of the premium.

Reasonable facilities for inspecting the policy documents and evidence of payment must be made available.

Where a lease requires the lessee to insure the dwelling with an insurer nominated by the landlord and that insurance is unsatisfactory in any way or the premium is excessive, a tribunal has the power to deal with the dispute. For more information see the section on ‘Buildings' insurance’.

**Your right to be consulted about major works and services**

We have a legal duty to consult you before major works are carried out or certain contracts are agreed.

The current threshold to invoke consultation for major works is a service charge contribution from any one leaseholder in a sum greater than £250.

Service contracts (such as gardening) are covered by this legislation if they involve a contract of more than one year and the threshold (on the same basis as that stated above) exceeds £100 per leaseholder per year. There is a set procedure that the landlord must follow for qualifying works or services. This entails:

* Serving notices on leaseholders and recognised residents’ associations inviting observations on the work being proposed.
* Inviting leaseholders to nominate a contractor to be asked to tender for the work.
* Asking for observations about the estimates received for the work.
* Where appropriate, advising leaseholder of the reason when work is not awarded to either the lowest tender or to a nominated contractor.

**The right to manage (RTM)**

The RTM gives qualifying leaseholders the right to take over management of their homes without the need to prove any fault on the part of the landlord.

This right only applies to leaseholders living in blocks of flats.

To effect this right a majority of qualifying leaseholders must vote in favour of the proposal and an RTM Company must be formed. The company must comply with certain legal requirements, such as the appointment of officers, and it must have memorandum and articles of association.

The RTM Company will not inherit the rights of the landlord, for example, it would not own the freehold nor would it be entitled to payments due to the landlord, such as ground rent.

It is usual for the RTM Company to appoint a managing agent. On a number of schemes Housing 21 has been appointed as the manager, which means that the leaseholders here need to be even more familiar with the rights of the freeholder, the landlord, the manager and their own individual rights.

**The right to collective enfranchisement**

You and your neighbours have the right to buy the freehold for the scheme from your landlord. As long as the prescribed qualification criteria are met, the landlord cannot refuse.

You will have to pay a premium based on a valuation of the freehold, which is undertaken by a qualified valuer.

**The right to extend your lease**

Most leases start out at either 125 years or 99 years in length (called *‘*the term’). Over time the term will diminish, so you have the right to extend your lease by 90 years.

As with collective enfranchisement, you will be required to agree a valuation and pay a premium to the landlord.

**The right to information about your freeholder**

The name and address of the freeholder must be supplied by the management organisation within 21 days of receipt of a request. If the freeholder is a company then the name and address of the directors and secretary of the company must be supplied. You also have the right to make a search of the Land Registry to find the name of the freeholder.

See *‘*How to contact us*’* for more details about ways in which to contact Housing 21.

**Nuisance**

Most leases contain a prohibition on causing nuisance. In this context, the word *‘*nuisance’ is related to unacceptable conduct on the part of one person that results in the physical deterioration of another person’s home or to the common parts of the development, or unreasonable conduct that severely affects other people’s use and enjoyment of their homes. Where such nuisance occurs, or where rent/ service charges are not paid, it is normal for the landlord to have a power written into the lease to bring it to an end before the term has expired.

For more information see the section on ‘antisocial behaviour and harassment’.

# If you are a leaseholder -

# buildings insurance

Within most leases Housing 21 is responsible for insuring the buildings on the scheme. This section describes the cover that our insurance policy provides.

**What we insure**

We insure the buildings on the scheme against physical loss, destruction or damage by a standard range of specified perils.

Our leasehold properties are covered in a common policy along with all the other properties we own. This ensures that leaseholders benefit from lower premium payments through their service charge as we have greater purchasing power because we insure all the properties in one policy.

**The buildings' insurance includes damage to:**

* Water, oil, gas, sewerage, drains, fuel tanks, pipework, contents and ancillary equipment whether above or below ground
* Television, telephone and electricity cables and ancillary equipment whether above or below ground
* Those fixtures and fittings in residents’ homes that we originally fitted, along with replacement fixtures and fittings where these have been notified to us and for which we have given permission
* Fixtures and fittings in the communal areas
* Alterations, improvements and repairs undertaken by us
* Decorations where smoke damage has occurred following fires, water damage after escape from a tank, pipe or tap, or damage due to storm or flood
* Garages, offices, domestic outbuildings, patios and terraces that were originally constructed by us
* Footpaths, drives and roads owned by us
* Walls, fences and gates that are our responsibility
* Monuments, statues, ornamental ponds, greenhouses and conservatories that were originally installed by us
* Name boards, signs and street furniture that belongs to us

A separate contents' policy covers those goods, fixtures and fittings in the communal areas that we own. This policy does not cover items in residents’ homes.

**Cost of temporary alternative accommodation**

Should damage to your home render it uninhabitable, our insurance policy covers you for the provision of temporary alternative accommodation, the cost of which is subject to limits set by our insurer.

It is your responsibility to check with us before you incur any expenses, such as meals, to ensure that we have agreed what can be recovered.

**Exclusions to the policy**

Our buildings’ insurance policy does not cover loss, destruction or damage caused by:

* Inherent defects, damp, rot, insects, vermin, fungus or gradual operating cause
* Mechanical or electrical breakdown, latent defects, faulty materials, faulty design and faulty workmanship
* Normal settling, cracking, shrinkage or expansion of pavements, foundations, walls, floors and ceilings
* Collapse of the buildings arising from latent defects, structural defects or errors in design, workmanship or materials
* Cracking, fracturing, collapse or overheating of boilers, ancillary vessels and pipes

Our insurance policy also excludes the cost of repair for wear and tear, gradual deterioration or lack of maintenance to a property.

**For example, this means we cannot claim for repairs to:**

* Burst or split pipes
* Burst or split water tanks
* Badly maintained or leaking roofs
* Garden furniture/equipment which is not kept locked away when not in use

Please note, this is not an exhaustive list of exclusions.

**Employer’s liability**

We hold insurance cover in respect of injury, disease or death sustained by an employee arising from and in the course of their employment with us.

This policy applies in respect of your Scheme Manager and other directly employed scheme employees, such as cleaners.

**Public liability insurance**

This policy indemnifies us against the cost of any claim resultant from injury to you or other persons, whilst on or about the scheme, and damage to your property in circumstances for which we are found to be legally responsible.

**Conditions of our policy that involve you**

You are responsible for taking all reasonable steps to prevent loss, damage or injury that may result in a claim, for example, taking all reasonable precautions to avoid pipes freezing in cold weather.

You should inform us of any changes in circumstances that may increase the risk of a loss under this policy.

Please note that your home will still be covered even if the property is unoccupied so long as reasonable steps are taken to ensure that it is maintained and secured appropriately. In particular, for periods longer than 60 consecutive days, you should make arrangements for the property to be checked on a frequent basis and ensure that all electrical, water and gas appliances are either isolated or decommissioned.

You may be responsible for paying any excess in the event of a claim but this is dependent on the nature of the claim. Your Scheme Manager should be able to explain this further if required.

**Other points about our insurance policy**

Our insurance policy is arranged through brokers and we receive no commission. All claims are made and settled on the basis of reinstatement, taking into account the age and condition of any damaged items. Alterations and additions to the property made without our knowledge or permission are not covered by the policy.

When a joint interest clause is included in the lease it is often incorrectly interpreted as requiring an insurance policy to be registered in joint names of the leaseholder and Housing 21. This is not the case, so there is no need for your name to appear on the policy. Please note that there may be an excess payable on the insurance.

A copy of the insurance summary is available from your Scheme Manager upon request.

**Making a claim on the policy**

Only we can make a claim as the policy holder. If you think there is a reason for a claim to be made please inform your Scheme Manager who will contact our specialist insurance employees. It is a condition of the policy that a claim is notified to the insurers in writing as soon as is

reasonably possible.

**What should you insure?**

We recommend you take out:

* A contents’ insurance policy that covers your furniture, carpets, furnishings and all other property belonging to you
* If you have received permission to erect any additional structures, such as a conservatory or a shed, you will need to insure it via a separate policy unless you are advised otherwise (in writing)
* Motor vehicle insurance for any vehicle parked on the scheme at any time
* Insurance for money and valuables including ‘all risks’ if you require this extra cover
* You may also want to consider entering into a maintenance contract for services such as plumbing, gas and electrical repairs

# If you are a leaseholder -

# selling your home

**Who may buy my home?**

Your home may only be sold for occupation by purchasers who meet the age requirement as specified in your lease. This usually requires that purchasers be at least 55 years of age. It is expected that occupiers will be able to lead independent lives, managing their homes themselves, although possibly with the help of carers, relatives or friends.

Purchasers should be aware that, while the Scheme Manager may facilitate the delivery of a care package, they do not provide care or domestic assistance.

This requirement is obviously different at Extra Care schemes where the properties have been designed specifically for people with much higher care needs, which is delivered through an on-site care team.

If there is any doubt, please speak with your Scheme Manager.

**Finding a purchaser**

If you are thinking of selling your home you should first inform us. We will then send you a pack of information setting out the procedure for finding and approving a purchaser. We will also advise you of the fees and other charges that may apply.

The procedure for selling Extra Care dwellings differs in some respects to the procedure for Retirement Living. We will advise you of the procedure that applies to you when you contact us.

Most of our leases allow us to nominate a purchaser for the property. We often keep a register of people interested in buying a retirement property so will advise you if we wish to nominate someone when you inform us of your intention to sell.

At some schemes particularly Extra Care developments the local authority may have nomination rights. We will let you know if either we or the local authority wish to nominate a purchaser.

If a purchaser isn’t nominated then we will advise you to arrange for the property to be marketed locally in whichever way you feel fit. Obviously, most people use an estate agent for this purpose.

The sale price for some of our properties must be determined by an independent valuation. We will advise you of arrangements for obtaining a valuation, which will be used to inform prospective purchasers of the selling price.

Some properties have shared ownership or shared equity leases, whereby we retain part of the equity in the property. You will only be able to sell your share of the equity if you have purchased one of these leases.

**Approval of purchasers**

The particular nature of retirement developments often requires us to assess the prospective purchaser and any other intended occupant of the property in order to ensure that they meet the requirements of the lease. If we have not nominated a purchaser you should contact the Property Sales Team or Scheme Manager once a purchaser has been found. The prospective purchaser will be interviewed by the Scheme Manager to assess whether they meet the criteria

for living at the scheme, explain our management services and to provide information about the development.

A charge will be made for our approval of the purchaser, the administrative work connected with the resale and the supply of information to assist with your sale. You will be advised of our charges when you notify us that you want to sell your property.

**Can I erect an agent’s sale board?**

If you use an estate agent to sell your home you may want to put up a ‘for sale’ board. Most leases do not permit sale boards but, if they are allowed, you should check with the Scheme Manager to agree the proposed location.

**What are the legal procedures?**

The legal procedure will vary according to whether you have a non-assignable or assignable lease. It will also vary according to whether the property is held on any form of shared equity

or ownership.

When you decide to sell your home you must always contact the Property Sales Team. The process only starts when you serve formal notice on us. We will then issue a pack of information to you explaining the process relevant to the type of property you own.

**What costs will I incur when selling my home?**

* Your estate agent’s fees or our sale fees, dependent on who found your purchaser