



# Leaseholders' Handbook

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**If you need the information in this publication in large print, Braille on CD or explained in your own language, please contact us on 01495 745910.**

## **1 Introduction**

This handbook is for residents who have a long lease on their home. You may have bought your home outright, by shared ownership, through the right to buy or the right to acquire.

The handbook gives guidance to all residents, but as we have many different types of lease it is not a comprehensive interpretation of the law, nor does it override or affect the terms of your lease.

If there is any difference between this handbook and your lease, the lease takes precedence.

## **2 What is leasehold?**

A lease is a formal long term agreement between a tenant and a landlord.

It gives you the right to live in your property without undue interference from the landlord.

Your landlord may be Melin or another company. The lease sets out the rights and obligations of both parties.

For instance it sets out your obligations to pay rent and service charges; it tells you who is responsible for repairs and it lays down common sense rules for living in your home.

Many of these items are covered later in this handbook.

### **3 Repairs and improvements**

This section is a brief guide to the repair obligations of both Melin and the leaseholder and tells you about improvements you can make to your home. If you are in any doubt about repairs or improvements please contact us for further advice.

#### **What are Melin's obligations?**

If you live in a flat, Melin is responsible for the repair and maintenance of the structure, exterior and common parts of the building in which you live, the cost of which is recovered through your service charge.

Melin will therefore repair and maintain the foundations, roof, external doors, window frames, structural walls and communal facilities. We will also carry out external decorations to blocks of flats. Melin's obligations to retired leaseholders may be different so please contact us for advice.

#### **Do I have to provide Melin right of entry to my property?**

You must permit access to your home to relevant Melin employees and sub-contractors to inspect and carry out any necessary repairs, when they are Melin's responsibility. Where such access is required we will give you reasonable notice, although this may not be possible in an emergency.

#### **What can I do if Melin fails to carry out repairs for which they are responsible?**

Melin has to fulfill its duties under the terms of your lease. If you need a repair, you should report it to the repairs department. If Melin fails to meet its obligations you should contact us with details of your repair and when it was reported. You should also send copies of any correspondence that you have had with us.

### What are my responsibilities as a leaseholder?

You are responsible for keeping in good order the condition of internal doors, internal plaster and wall coverings, service pipes, cables and wires, fittings such as kitchen utilities, window glass, baths, sinks, toilets and wash hand basins, and individual domestic heating systems.

### What rights do I have to carry out works to my property?

You can redecorate the interior of your flat or house and replace fittings within your property such as baths, sinks and kitchen units.

### What works do I need to get written permission for before I begin?

You must not carry out any structural works or alterations to your property until you have our prior written consent.

#### Examples of structural works are:

- Redecoration of the exterior, building an extension
- Changing windows and external doors and major rewiring

#### Examples of alterations are:

Installing new kitchens or bathrooms

#### You must also get prior written permission for the following:

- Carrying out work on a fixed or free standing gas appliance
- A loft conversion (as you may not own the loft)

To get written permission you must write to us telling us what work you wish to do and give us as many details as possible.

### **3 Repairs and improvements**

You should also enclose plans if necessary. Having obtained consent, you must still comply with any planning and building regulations and the current requirements of the gas, water and electricity companies, and with any conditions imposed by the consent itself. Work must be carried out to the current building regulations and standards. We may wish to inspect the works on completion and any costs incurred will be charged to you.

In some cases we may not grant permission for you to carry out extra works. You will be told in writing the reason permission is refused. For example, in the case of external decoration, permission will not usually be given to carry out the works yourself if your property is shortly to be decorated externally by Melin. If you are dissatisfied with our decision, you can advise us of this through our complaints procedure. Please see page 12.

### **4 Service Charges**

These are charges you pay to Melin as your share of the cost of managing, maintaining, repairing, insuring and providing services to the block or estate in which you live.

Service charges include items such as repair and maintenance works, building insurance, management costs, grass cutting or landscaping and any other running costs for your block or estate. These charges are known as 'variable service charges' because they depend on the costs involved.

### The annual service charge

We will send you details of the actual service charge costs incurred by us for the previous financial year and estimated cost of providing services to your block or estate for the coming financial year (1 April to 31 March).

We must send you a summary of leaseholders' rights and obligations in relation to service charges with your bill.

### When and how will I know what to pay?

One calendar month before your service charge is due to change, we will send you a schedule showing how much you are expected to pay for the following financial year.

### How do I pay my service charges?

We prefer you to pay by direct debit or standing order. However a payment swipe card can be ordered if necessary by contacting your Housing Officer.

If you have difficulty paying, you should contact your Housing Officer immediately.

You may also wish to contact your local council's housing benefit department to find out if they can help you with payments.

### Is there a limit to how much I can be charged?

We must provide work to a reasonable standard and cost. Melin also has obligations to consult you for larger items of expenditure.

## 4 Service Charges (cont'd)

### What happens if I refuse or fail to pay my service charges?

It is important to work with us to sort out any financial problems you may have, and to keep us informed of your current position. If you do not do this, we may have to take legal action. If you have a dispute over a particular part of your service charge, you must inform Melin and pay the remainder of the undisputed charges.

We will try to resolve any disputes with you but if you are still not happy you can apply to a Leasehold Valuation Tribunal to assess if the level of service charges are reasonable or not. For further information go to [www.rpts.gov.uk](http://www.rpts.gov.uk) or contact Melin on 01495 745910.

If you do not pay your service charges we will send you a reminder letter. If you still do not pay we will send you a final reminder. If you still do not pay and we do not hear from you we will take legal action to recover the debt.

If you fall into arrears with your service charges you will be in breach of your lease and your mortgage agreement. As a result we will have to notify your lender, who may decide to pay on your behalf. If this is the case, they will add your service charge arrears to the mortgage outstanding to them, and you will pay interest on the charge.

If you do not have a mortgage or lender who pays on your behalf, we will instruct our solicitors to start legal proceedings against you. You will then incur additional legal and administration charges and this may lead to the loss of your home.



## What does my service charge cover?

### Repairs and maintenance

This covers day to day communal repairs or repair to the exterior of your property eg. cleaning of communal areas, paving, windows, communal lighting, door entry phone systems, roofing, lifts, drainage gutters etc. Repairs specifically for your block are divided by the number of units in your block. Some repairs may be specifically for your property.

### Electricity

This is the cost of running all the communal lights or any other electrical services in the block in which you live.

### Ground rent

This is an annual charge which is fixed for a period of years. It is not payable on all leasehold properties.

### Insurance

Melin insures the building and communal areas. Typically we insure for storm damage, flood and fire, but the policy also covers public liability and accidental damage. You are responsible for insurance of your contents, but for leasehold retirement this is included in your service charge payments. The insurance charge relates to the re-building value of your property and so will vary from property to property.

### Communal systems and equipment

This is the cost associated with maintenance of communal television aerials, door entry systems, lifts, water pumps, emergency alarms and fire systems. We will also replace communal equipment such as carpets and furniture that has come to the end of its useful life.

## 4 Service Charges (cont'd)

### Management fee

This relates to the staff time spent on:

- Dealing with any repairs that may be needed
- Advising on any queries
- Inspecting properties to identify the works that will be needed
- Calculating service charges and sending out invoices and statements

We consult leaseholders on any housing management issue that is likely to affect them. Melin must comply with regulations if it wishes to recharge you with any cost for major works to your block or estate. Leaseholders and their representative will be given the opportunity to express their views.

## 5 Consultation and major works

### What are my rights to consultation on major works?

Melin must consult you before we start major works of repair, maintenance or improvement for which you are required to contribute. If the work will cost more than £250 for any one flat within your block, we must consult you.

### How will I be consulted?

Melin must get at least two estimates or quotes for the proposed works, one of which must be from an outside contractor. You will be supplied with a written notice containing a specification (or summary) of the works, together with estimated costs.

The notice must ask for your written comments by a specified date, at least one month from the date the notice was served. Melin must take into account your views before carrying out the works, but we will make the final decision. Works cannot start before the one month consultation period has expired, unless they are urgent.

### What happens if Melin fails to consult?

If Melin fails to formally consult you in the manner outlined above, any sums over the £250 limit cannot be charged.

### When does Melin not have to consult over major works?

In an emergency, or where circumstances are beyond Melin's control, we may not be able to formally consult you about the work, but every effort will be made to keep you informed about the cost. Melin's actions must be reasonable and proportionate and can be challenged in a Leasehold Valuation Tribunal if you feel we have not acted correctly.

### What if I am dissatisfied with the standard of work?

Work carried out must be to a reasonable standard. If you are unhappy with the standard of the work, you should contact Melin whilst the work is still being carried out or as soon as they have been completed.

### Long Term Agreements

Melin will consult you if we enter into a long term agreement (more than 12 months and more than £100 per leaseholder) for providing a service to your estate. The rules for consultation are similar to those for major works.

## **6 Insurance for flat owners**

As a condition of your lease Melin takes out the building insurance for your property. The cost is covered through your annual service charge. You may be offered insurance by your mortgage lender, however you should advise them that you are already covered by Melin's policy.

### **What does the insurance policy cover?**

The policy taken out by Melin insures the building in which you live, up to the rebuilding value of your home. It does not insure the contents of your home. This remains your responsibility. You are strongly advised to make your own arrangements.

If you live in a leasehold retirement scheme, contents insurance is included as part of your service charge.

### **Is there an excess payable?**

There is no excess payable for general claims. For subsidence the excess is £1000 and this may be payable by the leaseholder if the damage is attributable to them.

### **Can I obtain a copy of the insurance cover?**

You are entitled to a written summary of your insurance cover, containing the name of our insurers and the risk covered by the policy. If you require a certificate of cover please contact us.

Please note: this section only applies to leaseholders who own a flat. Leaseholders living in a house must organise and buy their own building insurance.

## **7 Selling and renting your home**

The procedure for selling your home varies depending on the type of lease. For this reason you should contact us so we can advise you of the correct procedure. You are strongly advised to contact us before you put your home on the market. We may be able to help you with the sale of your home.

Your lease may also restrict who can occupy your home. For instance, on retirement estates there may be an age limit.

Some leases allow you to sublet your home while others do not. If you are considering renting your home, please contact Melin first.

## **8 Neighbour Disputes**

Melin can offer an independent and impartial mediation service to help resolve neighbour disputes between leaseholders. The costs of this service would be met fully by us.

If appropriate, we can also refer cases to the Local Authority Community Safety Partnership. The Partnership aims to resolve problems through a multi-agency approach.

Over and above this, Melin will not intervene in neighbour disputes between leaseholders. However, if a dispute is affecting other leaseholders at a scheme, we may take legal action against all the parties involved in the dispute.

## **9 Pets**

Melin understands that pets can be an important source of companionship and enjoyment for people and wherever possible, we will try and accommodate requests to keep them.

However, it should be recognised that some schemes involve communal living and one person's pet may be another person's nuisance. In light of this, Melin will make decisions on pet ownership based on individual leases and individual circumstances.

Therefore, you should ask Melin for permission to keep a pet. We will normally set down certain guidelines before granting permission and if the animal proves to be a nuisance, we will ask for its removal.

## **10 Complaints**

### **Step 1**

If you are unhappy with the service you receive from us or from any of our contractors, tell us as soon as possible.

You can contact us by letter, telephone, e-mail or in person and we will respond to you promptly and courteously.

Firstly, your complaint will be dealt with by an officer from the relevant department and we hope that most issues can be resolved to your satisfaction straight away. If not, your complaint will go to the Departmental Director.

## Step 2

If you are still unhappy after the Departmental Director has responded, you can appeal to our Chief Executive, Paula Kennedy, who will thoroughly investigate all aspects of your complaint. You will be kept informed of progress and we will aim to complete the investigation within 15 working days.

To do this you should write to Paula Kennedy (Chief Executive) at Ty'r Efail, Lower Mill Field, Pontypool, Torfaen NP4 0XJ.

## Step 3

If you are still unhappy you can contact the:

Public Services Ombudsman for Wales

1 Ffordd yr Hen Gae, Pencoed CF35 5LJ

Tel: 0845 601 0987 Email: [ask@ombudsman-wales.org.uk](mailto:ask@ombudsman-wales.org.uk)

You should note that the Ombudsman will expect your complaint to have been dealt with in accordance with Melin's complaints procedure first.

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Independent advice is available from your local Citizens' Advice Bureau, your local Environmental Health Department, Community Legal Services and Shelter Cymru.

You can also contact your representative on the Melin Residents' Panel for advice at any stage of the procedure at:

Ty'r Efail, Lower Mill Field, Pontypool, Torfaen NP4 0XJ

Tel: 01495 745910

Email: [residentspanel@melinhomes.co.uk](mailto:residentspanel@melinhomes.co.uk)

Website: [www.melinhomes.co.uk](http://www.melinhomes.co.uk)

## 11 Contacting us

### Housing

For housing, repairs, health and safety, and all other general enquiries, please call us on 01495 745910.

Your call will be answered from Monday to Friday between the hours of 9.00am and 5.00pm. Outside of these hours your call will be recorded.

### Chat to us:

Visit our website at [www.melinhomes.co.uk](http://www.melinhomes.co.uk) to use our live chat from Monday to Friday between the hours of 9.00am and 5.00pm.

### You can also email:

[enquiries@melinhomes.co.uk](mailto:enquiries@melinhomes.co.uk)  
or email your repair issue to [repairs@melinhomes.co.uk](mailto:repairs@melinhomes.co.uk)

### Emergency repairs

For out of hours emergency repairs call 01495 325333.

### or write to:

Melin Homes, Ty'r Efail,  
Lower Mill Field, Pontypool,  
Torfaen NP4 0XJ.

(Any statutory notice to be served upon Melin must be served at the above address).

You can also contact us and find out the latest news and information about Melin by visiting our website at:

[www.melinhomes.co.uk](http://www.melinhomes.co.uk)