

# Your Leaseholder's Handbook





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# Introduction

This handbook contains important information about being a leaseholder and has been produced so that you, the leaseholder, have some idea of what we, Erimus Housing, are responsible for and what you are responsible for under the terms of your lease.

We hope that you find the information helpful and interesting and that it will help you get the best possible service from us. The handbook sets out your rights and gives you some advice about the different services that we offer. It is for information only and does not replace your lease. Any details in this handbook can only be regarded as a general guide.

If you have purchased your property through anyone other than us, then you should ensure that your solicitor provides you with a copy of your lease.

If there is any part of this handbook or your lease that you are not sure about, please let us know and a member of the team will be on hand to help.

## About Erimus Housing

Erimus Housing is a registered social landlord set up in 2004 following the large scale voluntary transfer of housing stock from Middlesbrough Council. We are regulated by the Housing Corporation.

Erimus is committed to meeting its responsibilities to leaseholders under the terms of their leases and to providing you with high quality services in the management and maintenance of your home and estate. Erimus currently manages approximately 200 leasehold properties and we are committed to offering the same standards of customer care and the same performance standards to our leaseholders as we offer to our tenants. We want you to enjoy living in your home and neighbourhood and by working together to ensure that each other's rights and responsibilities are respected it will help everyone to enjoy a high quality of life.

## Leaseholder management services

Erimus has a dedicated team which is on hand to offer you advice on all aspects of your lease. We will provide you with accurate and timely information about the services you receive, the cost of these services and the amount due in service charges. We aim to provide efficient, value for money services to our leaseholders, ensuring that service charges are reasonably incurred and that all services are provided to a high standard. We will consult you in accordance with the requirements of legislation, and on other proposed changes to policy or practice, which will affect the management of your home or estate.

# Contacting us



Enquiries about all leasehold issues should be made to our contact centre on 08000 461600. If our staff in the centre cannot help you or resolve your query they will forward your call to our Home Ownership team. If we still cannot resolve your query over the phone then we will offer you an appointment at a date and time of your choice. This can be at one of our offices or at your home, whichever is more convenient for you.

## **Our opening hours are:**

Monday Tuesday and Thursday - 9am to 5pm

Wednesday - 10am to 5pm

Friday - 9am to 4.30pm

Tel: 08000 461600

Fax: 01642 261119

Out of hours emergency number: 08000 461600

## **Any written enquiries should be addressed to:**

Home Ownership Team

Erimus Housing

Rivers House

63 North Ormesby Road

Middlesbrough

TS4 2AF

Alternatively you can also email us at [homeownershipteam@erimushousing.co.uk](mailto:homeownershipteam@erimushousing.co.uk)



# What is a leaseholder?



Once you have completed the purchase of your property, you will become a leaseholder. The lease is a legally binding document that contains your rights and obligations as a leaseholder and our rights and obligations as the owner of the freehold.

As a leaseholder you do not own the communal gardens surrounding your home or the block or building in which it is situated. However, you have bought the right to live in your home for a fixed number of years (your lease will state the term).

Erimus will be the freeholder/landlord of your building. In the case of flats, we will be responsible for the building structure, internal areas and the communal grounds/gardens serving the block.

As a leaseholder you are responsible for contributing towards the cost of repairs and maintenance of any internal/external common parts and the provision of communal services. If you are the leaseholder at a shared ownership bungalow or house, you will be responsible for all maintenance and repair (for further information, please see page 27).

## What is a lease?

The lease is the legal agreement between you and Erimus. Your lease is an important document as it sets out your rights and responsibilities as a leaseholder and those of Erimus as the landlord.

When you buy a flat in an Erimus owned block, you purchase a leasehold interest and Erimus keeps the freehold interest. As a landlord, Erimus owns the land the property is built on.

The lease will say which parts of the property you have a right to occupy and what rights over communal land you have acquired. This is called the 'demised premises' and will be identified by the address and by a plan or plans attached to the lease.

As an overview your lease contains some of the following information:

- The parties to the lease - Erimus (landlord) and you the leaseholder
- Payment of ground rent
- The date of the lease
- The terms under which the landlord has agreed to let the property to you
- The conditions of the lease
- Covenants - these are your duties, and the landlord's duties



# What is a leaseholder?

- What will happen if you don't pay your ground rent/service charge or your home is repossessed, or if the property becomes uninhabitable
- Calculation of the service charge
- Rights passed to you by the landlord and rights granted to the landlord or others
- The services provided under the lease
- Service charges and how they are reviewed
- Conditions concerning the re-sale of the property

You have the right to stay in your home until the end of your lease as long as you keep to the conditions set out in the lease.

If you are the first person to buy the property, the lease will usually be granted for a period of 125 years. Subsequent owners take over the number of years remaining on the lease at the time of purchase.

If you are considering purchasing a flat or an existing leasehold property managed by Erimus it is important that you understand the lease. The wording of the lease may be complicated and you should go through the lease with your solicitor to make sure you understand it.

## Can I get a copy of my lease?

If you have lost your lease and you have a mortgage, you should contact your mortgage lender, where you should be able to get hold of a copy.

Alternatively if you do not have a mortgage, or your lender is unable to help, you can contact either Land Registry (see useful contacts) or our Home Ownership Team. There will normally be a small charge for supplying you with a copy lease.

## Can changes to the lease be made after it has been signed?

Your lease is a legal document; it can only be altered by express agreement of both parties or a Deed of Variation which may be approved by a court or a Leasehold Valuation Tribunal.

- Erimus can agree with or challenge any changes you want to make
- A Deed of Variation may cost you several hundred pounds
- If you want to change your lease, contact our Home Ownership team before taking any further action



## Can I add more years to the lease?

Most leaseholders have the right to buy an extension to the term of their lease.

- The usual extension term is 90 years
- You must have lived in your home for either the last two years or for a total of two years over the last ten years.
- The value of the extension has to be agreed with Erimus Housing. If this is not possible, the Leasehold Valuation Tribunal (LVT) can be asked to determine the value.



# Responsibilities

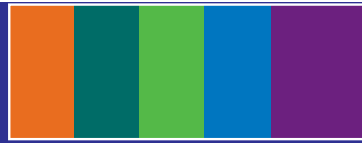
## **Erimus' responsibilities as landlord**

Erimus is responsible for the maintenance and repair of the exterior elements and main structure of the building and the area around it. The following list is intended as a quick reference guide:

- Main structural parts of the building including the roof, gutters, rainwater pipes, chimneys, foundations, and walls
- Joists and beams
- Loft spaces and the fittings and equipment within them which serve more than one home
- Tanks, cisterns, drains, pipes, gutters, sewers, ducts, conduits, plumbing and wiring which serve more than one home
- External doors and window frames (but not glass)
- Door entry systems
- Outside painting
- Communal hallways, corridors, stairways, doors, door frames, door entry systems, lifts and other shared internal spaces
- Communal gardens, paths, parking areas, recreation areas and other shared external areas
- Shared TV aerials
- Communal heating system

## **Erimus Housing will:**

- Consult with you concerning certain repairs and services
- Insure the building and carry out repairs to it following loss, due to such events as fire or flood
- Provide the services set out in the lease (these are usually listed in section one of the lease)
- Provide you with information on your service charges in the form of a service charge schedule, in line with legislation at the end of each financial year
- Provide you with a summary of cover for buildings insurance once agreed at the beginning of the financial year.



## Your responsibilities as the leaseholder

You are responsible for the maintenance and repair of everything inside your home or which relates solely to it.

This includes:

- Internal walls, plasterwork, ceilings and floor services
- Tanks, cisterns, drains, pipes, ducts, conduits, plumbing and wiring which service your home only
- Window glass (but not window frames)
- External doors to your home (but not door frames)
- Internal doors and door frames
- The TV aerial and fittings
- Water heating
- The electric circuits and fittings
- All plumbing pipe work
- Fittings and sanitary ware inside the flat other than shared pipes and drains
- All services including water, gas, electricity and the phone (if any) from point of entry into the flat
- Boundary hedges and fences
- Gardens and steps if they are used only by you
- Internal fixtures and fittings unless they belong to Erimus
- Internal decoration
- Reporting shared repairs



# Responsibilities

## As a leaseholder you should:

- Pay ground rent
- Pay all service charges due on demand under the terms of your lease for annual services, repairs, improvements and insurance
- Keep your home in good repair, including internal decoration
- Keep your home in a clean and orderly condition; some leaseholders may also be responsible for helping to keep adjacent communal areas clean and tidy
- Allow Erimus or our workmen access to your home if given reasonable notice or in an emergency
- Write to our Home Ownership Team and inform us of your intention to sublet your property. You should tell us your mailing address and contact telephone number. You will be responsible if your subtenant breaks any of the lease conditions.

## As a leaseholder you should not:

- Make alterations to the building without Erimus' prior consent
- Use the building for business purposes
- Cause nuisance or annoyance to neighbours or let other members of your household do so
- Cause damage to the building, fix any sign or otherwise disfigure any communal buildings, fences or walls

Should you have any queries regarding the responsibilities under the terms of your lease, please contact the Home Ownership Team for advice.

If any breaches of the lease terms do occur, we will aim to resolve these by agreement with the involved parties, however if breaches are not rectified, we will use formal rights under the lease terms.

# Managing estates



We are currently responsible for maintaining a number of shared areas where we own properties. We will make sure that grass is kept short and tidy and free of litter. Your local housing office can tell you when your grass is due to be cut.

The shrub beds on your estate will be weeded and kept free of litter. Shrubs and hedges are generally pruned two or three times a year, depending on the type of shrub.

Every eight weeks we undertake estate walkabouts which gives you the chance to look around your neighbourhoods with your local estate officer and show us any concerns you may have and highlight any problems. For further information and details of your next walkabout please contact any of our area offices.

When we are told about of graffiti we will remove it on a priority basis depending upon the nature. If you see graffiti please report it to us and we will arrange for it to be removed.

Vandalism is an inconvenience for us all, and costs you money. If you see someone damaging shared areas or facilities, contact the police and telephone our contact centre on 08000 461600.

We will clean the shared area if you live in a block of flats. A lot of our buildings are different, so we will adapt the cleaning tasks to the type of building. Please contact us if you want more details about the cleaning service provided to the shared areas in your building.

Your home will be a nicer place if it is clean. We will make sure we carry out cleaning when we are supposed to. However, you can help keep your building clean by:

- Always getting rid of your rubbish by placing it in the correct bins
- Telling us if you see anyone causing damage or writing graffiti
- Telling us if there is a repair needed in your area (for example a broken light)
- Contacting us if you have any concerns, complaints or compliments about our cleaning service
- If you live in a block that has a door entry system, making sure you only allow people in who are visiting you, and telling us if the system is not working
- Using the locks on the bin store doors (if there are any)



# Being a good neighbour

We want to help create neighbourhoods where people choose to live. To help us achieve this please be considerate to others living around you.

Our message to all of our residents is to enjoy your home, but don't prevent others from enjoying theirs.

Good neighbours understand there will be noise on occasions from other flats and houses, but also understand the need for peace and quiet.

To be a good neighbour, please treat others around you as you would like to be treated.

## **Tips to remember are:**

### **Noise**

Nuisance caused by noise is often the biggest cause of complaints. This is a greater problem in flats, so please be considerate to your neighbours. To reduce the effect of noise in your home, please try to keep TVs, radios and stereos away from party walls. Always keep the volume down to reasonable levels particularly late at night and early in the morning. Household activities such as using vacuum cleaners and washing machines should not be done late at night or early in the morning. If you are having a party, let your neighbours know. Keep the noise down if it is late and ask visitors to be quiet when they leave.

### **Harassment**

If you are the victim of any form of harassment (broken windows, offensive graffiti, or verbal, physical or emotional abuse) or you know of someone who is, then please speak to us as soon as possible.

We will help victims of any form of harassment if they want to involve us. This could include visiting the victim to get details of the incident(s). A resident's choice of whether or not to involve the police will be respected.

We will seek to work with others to eliminate any form of harassment against people on grounds of race, colour, religion, gender, sexual orientation, marital status, disability, age or any other unjustifiable criteria. We will help all victims of any form of harassment in any way possible.



## Rubbish

Accumulated household rubbish is an eyesore and can be a health hazard. Please ensure your dustbin does not overflow as this can attract rats and other vermin. Make sure you put your dustbin out for collection on the right day. Large items of rubbish, such as mattresses and fridges, will usually be collected free of charge by your local council.

## Keeping pets

Most residents who live in flats with shared entrances are not allowed to keep pets. However, residents who have their own front or back door, separate from a shared area, can keep a domestic pet. If you do have a pet, please do not allow it to make unreasonable noise. Keep dogs on a lead when outside the home and do not let any pet foul the pavements or neighbours' gardens. If it does, please ensure it is cleaned.

## Gardens

If you have a private garden, maintenance is your responsibility. If you have the use of communal grounds, along with other residents of your house or block, then we will maintain these gardens. However, if you wish to care for a part of the garden then it may be possible for this to be arranged as long as it does not disturb other residents or upset the balance of the garden. Please contact us about this.

## Parking

Many schemes do not have sufficient car parking spaces to accommodate all residents' needs. You should therefore always be considerate of each other in such situations.

No one may reserve a place on a public road outside their home, however try to avoid inconvenience to others when parking your car. Use off street parking wherever possible but do not park on grass verges. If you need to repair your car at home then keep the noise to a minimum and make sure that you tidy up when you have finished. Never pour oil down drains and avoid spills on parking areas.



# Repairs and maintenance

## Repairs and Maintenance

Under the terms of your lease you are responsible for any necessary repairs to your own property. We are responsible for repairs to the building structure, communal areas and equipment, the costs of which will be recovered by the service charge.

## How to report a repair

We will keep in repair the structure and exterior of the building and the communal areas. This includes roofs, drains, windows (frames, not the glass), external doors, communal lighting and shared paths.

Repairs to communal areas can be reported by telephone, fax, email, internet, calling into or writing to our office.

Our Customer Services Team will take your repair reports from 9am - 6pm, Monday to Friday.

**To report a repair by telephone please call 08000 461600**

To report a repair through our website, please log on to the repairs section at [www.erimushousing.co.uk](http://www.erimushousing.co.uk)

To report a repair by email, please use our email address:  
[www.homeownershipteam@erimushousing.co.uk](mailto:www.homeownershipteam@erimushousing.co.uk)

To report repairs via fax, please fax us on 01642 773663

To report emergency repairs which happen out of hours, please call 08000 461600

## **Please only use the emergency service if the request really is an emergency.**

Repairs which are carried out outside of normal office hours cost considerably more than day time repairs and these may be recharged through service charges.

If a contractor attends for a non-emergency, the person responsible for the call may be asked to pay for the cost of the contractor's visit.



## Reporting repairs and target times for completion

When you call the contact centre please make sure that you provide as much detail about the problem as possible.

When you report a repair you will be given a repair response time. This will be decided by the type and the seriousness of the problem, and will fall into one of the three categories shown below.

### Responsive repairs target times

#### **Emergency - to be attended to within two hours (to make safe and secure).**

Some examples are:

- Break-ins to communal areas
- Fire
- Floods
- Blocked main drains
- Lifts
- Fire alarm faults (any faults)
- Breaches of security to communal windows and doors
- Any fault which would endanger lives or put the safety of the public or residents of the building at risk

#### **Urgent-to be completed within a target of three to seven days**

Some examples are:

- Bulbs in internal areas
- Broken glass
- Blocked waste systems (traps, waste pipes)
- Door entry system
- Lighting system faults (any fault for safety reasons)
- Lifts (if no one trapped inside)
- Major roof repairs
- Minor storm damage (make safe, water tight)
- Communal locks
- Faulty communal TV Aerial

#### **Routine - to be completed within a target of 15 working days**

- All other routine repairs



# Repairs and maintenance

## Damage to your home

If you, your family or invited friends cause damage to the common parts of a building you live in then you must either make good the damage or pay us for any costs we incur in repairing the damage or replacement of an item. This also applies to fixtures and fittings damaged through neglect or carelessness.

If any damage is caused to your home by an accident in an adjoining property (e.g. a flood) then you can claim on the buildings insurance arranged by us. Contact the office for a claim form. Please note the insurance company must agree the claim before you proceed with the work, otherwise you may be liable for the full cost of the repair, if it is not covered by insurance.

Please note that this insurance covers the building only so any damage suffered to your personal effects must be claimed on your own household insurance.


## Improvements to your home

If you are intending to carry out major improvements or alterations to your home we would like to know about them first. Please contact us before ordering any work or beginning any jobs. The reason for this is to ensure that it does not cause any ongoing repairing obligation for us as your landlord. This is especially important if you live on a development where all residents pay a service charge that covers repairs. We also need to know whether the improvement will effect the rebuild cost of your home for insurance purposes.

We do not need to know if you are carrying out minor works such as decorating, replacing internal doors or having fitted bedroom cupboards.

However, we do need to know if you are proposing to make alterations such as:

- Building an extension to the property e.g. enlarging the kitchen, lounge, etc
- Building a conservatory
- Building a garage
- Installing replacement windows and external doors e.g. UPVC double glazing
- Carrying out internal structural alterations e.g. knocking two rooms into one
- Installing a burglar alarm (flats and retirement properties only)
- Carrying out work to the gas, electricity or water supplies to your home
- Replacing a fitted kitchen or bathroom suite
- Installing satellite dishes or external television aerials



Please note that we will NOT give permission for extensions, conservatories, garages, sheds etc to be built or erected where these will encroach on communal areas i.e. on land that is not within your lease.

Before work starts you should, where necessary obtain and provide us with the following:

- Planning permission from your local council (if permission is required)
- Confirmation that proposed alterations and improvements conform to the current building regulations where required.

Please note you must obtain written permission from us before carrying out any major improvements or alterations to your home. This is a requirement under the lease that you have with us. If you are unsure, please contact us for clarification.

### **Adaptations for those with special needs**

Should you or any member of your household become disabled and require your home to be adapted you should contact your GP or Social Services to arrange for an assessment of needs. You may then apply to the local authority for a Disabled Facilities Grant which may pay for all or part of the cost.

### **Energy efficiency**

In order to keep down your fuel costs, make your home warmer and help protect the environment, it is important to use energy efficiently. Lost heat is costly and wasteful but you can prevent this by using simple techniques such as placing draught excluders in front of doors and using your heating wisely. You can save energy costs by turning off lights and electrical appliances when not required.

Our new homes have been built to a high standard, but if you require draught proofing, this is not our responsibility and for a small initial outlay you should be able to recoup your costs through reduced heating bills in the years to come.

If you are in receipt of certain benefits, or are over 60, then you may be eligible for a Home Energy Efficiency Grant. This government scheme will provide grants for draught proofing your windows and doors and insulating your loft and hot water tank.



# Repairs and maintenance

## How to prevent condensation in your home

Dampness and condensation can be easily confused. Where dampness is caused by water penetration through your home, repair work can usually get rid of the problem. However, often the main cause of mould growth is condensation within the home.

Condensation occurs when warm air meets a cold surface. Water is formed at the point of contact with the cold surface, just as a bathroom mirror steams up when you have a hot bath. You can reduce the problems causing condensation and dampness by following the advice below.

- Never block air bricks or vents in your walls, doors or windows. If you have a gas boiler in your home then vents may provide oxygen for the efficient operation of your heating system, therefore it is highly dangerous to block these vents off.
- When cooking in the kitchen, keep the door closed but open a window to allow steam to escape. If you have no windows the extractor fan should be left to run for a while.
- Reduce the amount of moisture in the air by not drying clothes directly on radiators or storage heaters.
- Do not allow kettles and pans to boil for longer than necessary.
- If you have an extractor fan – please use it.

# Major works



From time to time Erimus has to carry out major works to your block or estate to keep it in a state of repair. Major works are normally large projects designed to prolong the life of the building or estate in which your property is situated.

As a leaseholder, under the terms of your lease you are required to contribute towards the cost of the works to the building or estate.

This includes works such as external decorations, re-surfacing of communal, footpaths and parking areas, roof, window and lift renewals. Major works can take some time to complete.

## Major works consultation procedure

Under section 20 of the Commonhold and Leasehold Reform Act 2002 we must consult you about any work costing you more than £250.

We aim to ensure that you are involved:

- When the works are first planned
- Before the works start
- Whilst the works are in progress
- When the works are over.

We must follow the consultation procedures which are set out in the Commonhold and Leasehold Reform Act 2002. We must send letters to all leaseholders who will have to pay towards the work or services and to any recognised tenants' associations which represent them.

The letters we send you about these matters are all called section 20 notices. For major works there are usually three section 20 notices:

1. A notice telling you about the proposed work. It will describe the nature of the work, explain your right to suggest a contractor to do the work, invite your comments, and tell you that you have 30 days to respond.
2. A notice giving at least two estimates from two contractors with another 30 days for your comments.
3. Finally, we will send you a notice to tell you who has been chosen to do the work. If we do not choose the lowest contract, we must give you reasons.



# Major works

## How you can take part in the consultation

The section 20 notices contain information about what we plan to do and they give you the opportunity to take part in the consultation.

- You have the right to send us your written comments about the proposals. We must carefully consider any observations we receive during the consultation period.
- Generally, you also have the right to nominate a contractor to tender for the work, providing they have the appropriate insurances and are experienced in the type of work being tendered.
- Where major work is planned, the project manager will usually organise a residents' meeting to give you the opportunity to ask questions and express your views.

# Safety in your home



For your own benefit and that of others, safety in your home is very important.

## Being prepared for emergencies

So that you are prepared for emergencies you should know where your electricity, gas and water supplies enter your home. If you cannot find them please contact us.

## Dealing with emergencies

### Gas leaks

If you smell gas:

- Turn off gas supply at the mains
- Put out cigarettes
- Do not use matches or naked flames
- Do not use electrical switches
- Open doors and windows
- Ring the National Grid Gas Service on 0800 111 999

### Gas servicing

For your own safety you should ensure that all your gas appliances are serviced on an annual basis by a CORGI registered company. We understand that finding a reputable, company can be difficult, as there are many companies offering similar services at competitive prices.

Erimus Housing is looking to improve our services to leaseholders by offering this service. For further information please contact the Home Ownership Team.

## Fire

In case of fire:

- Sound fire alarm
- Call Fire Service on 999
- Close doors and windows if you can to prevent the spread of heat and smoke
- Warn others in the building and GET OUT
- In the case of a fire involving electrical appliances, fat or oil – never use water. Instead, switch off the gas or electric supply if a heater or oven is involved and smother the fire with a damp mat, woollen blanket or overcoat.



# Safety in your home

## Fire precautions

Homes recently built or modernised by us have good fire safety standards, but to reduce the risk of fire there are a number of points you should remember.

- Paraffin or Calor Gas heaters are dangerous, promote condensation and should not be used
- If you smoke, make sure all cigarettes are stubbed out and that matches and lighters are not within reach of children
- Communal corridors, stairs and access points must be kept clear at all times

## Electrical appliances

- Never wire more than one appliance into one plug. Do not overload sockets
- Replace worn flexes at once. Never run flex under carpet or lino - as you will not notice if it frays
- Do not take hand carried electrical appliances into the bathroom, other than an electric shaver
- Never use any electrical appliance with wet hands
- Make sure that all appliances have the correct fuse in the plug
- Always use an electrical contractor

## Fire doors

Never tamper with the self-closing mechanism on a door, or wedge the doors open. The closers are fitted so that the fireproof doors limit any fire to a small area to give you time to escape. Report any damage to fire doors to us immediately.

## Keys

Keep spare keys in a safe place. In case you accidentally lose your keys or lock yourself out, let a relative or close friend have a spare set. We do not hold keys for individual flat doors.

When a property is purchased from us a minimum of two complete sets of keys will be provided. We are not responsible for providing keys to owners who have purchased properties, which have been resold.

Additional communal keys will be charged for. There could be a delay if your keys are high security keys and a letter of authority may be necessary which we will provide on request.



## Access to your home

Anyone who calls at your home on behalf of Erimus Housing, including officers and workmen, will carry an identity card. Please make sure that you always ask to see their identity card before you allow them to enter into your home.

You should always ask to see an identity card no matter which company the person is from and if they don't have one then don't let them into your home.



# Service standards

Service standards are important to us so that we can monitor performance and continually improve our services to meet your needs. Detailed below are standards which explain the level of service you can expect to receive.

We will monitor our service standards through telephone/postal/internet surveys, informal chats, mystery shopping exercises and via our comments, compliments and complaints procedure.

We ask you to:

- Pay your service charges within the time specified within your lease
- Behave in a responsible way towards neighbours and visitors
- Take care of your property, including an annual gas service where applicable by a registered CORGI contractor
- Allow our staff and contractors access to your home where this necessary to undertake works on communal fixtures
- Report any communal repairs to the building/estate to us
- Not cause damage to any communal areas either within or surrounding your building
- Treat staff with politeness and respect


## Customer Service

We will:

- Ensure we provide the same levels of service delivery to leaseholders as we do for other customers and tenants and therefore the same service standards are applicable.

In addition to these and specifically for leaseholders we will:

- Provide you with a copy of your Leaseholder's Handbook
- Try and offer you an appointment at the most convenient time and location for you
- Answer any questions you might have about service charges, major works, ground rent, buildings insurance, or other matters relating to your lease. We will do our best to deal fully with your enquiry at first point of contact either via our contact centre or our Home Ownership Team. If we cannot do this we will explain why and endeavour to provide a full response within ten working days. Where we cannot do this we will contact you and let you know about the delay and when we expect to be able to give you a full answer.

- 
- Asses any applications you make to carry out alterations to your property or exercise obligations and options within your lease within ten working days.

## Communicating with you

We will:

- Produce a six monthly newsletter dedicated to leaseholders
- Hold quarterly Leaseholder Advisory Panel meetings
- Carry out a comprehensive leasehold survey at least every two years

## Improvements

We will ensure appropriate maintenance programmes are in place to keep the building in which your property is situated in good repair, in accordance with our lease obligations, as landlord. However, as a leaseholder your home will not be included within any of our improvement/investment programmes for internal works to individual properties. Where improvements will affect any communal areas such as the roof of your building, you will be formally consulted and advised of the amount you will be expected to contribute towards the overall cost of the works.

We will also write to you prior to any improvement works commencing to our properties to:

- Advise you of the works to be done
- Give you information about when the works will commence and what disruption you can expect
- Provide you with contact details of staff responsible for supervising the scheme, should you have any concerns both during and following completion of the works



# Service standards

## Financial Information

We will:

- Wherever possible explain payment methods, service charge accounts and financial information in plain language.
- Make a choice of payment methods available to suit individual circumstances.
- Send you an estimate of service charge in April each year and actual service charge account by October each year.
- Send you a building insurance summary of cover every year.
- Provide advice and support to anyone who has financial problems in meeting their service charge payments, or share of major works costs

## Consultation and participation

We will:

- Consult you on changes in service provision that affect you, through meetings, letters and surveys
- Help to set up new and to support existing residents' groups, ensuring leaseholders are fully involved
- Regularly publish Erimus Insight to keep you in touch with what is going on
- Produce a six monthly newsletter exclusively for leaseholders
- Find out what you think about the quality of services we provide by carrying out regular surveys
- Provide a variety of ways that you can become involved in influencing the services we provide
- Keep you informed of any significant changes to your major works service charges
- Carry out full consultation on all major works projects in line with legislation requirements

The standards outlined above focus on you, the customer and your needs and expectations. They represent the minimum level of service you can expect from us.

If you are unhappy about any of the services you have received from us, please let us know as soon as possible so that we can put things right. Please call our contact centre who will try to resolve your problem or direct your call to our Home Ownership Team.

# Shared ownership



Shared ownership is a Government funded scheme to help people become homeowners who can not afford to buy a home on the open market. Through shared ownership, people can buy a share of the property and pay rent on the remaining share.

A percentage, typically 25%, 50% or 75% of the full value of the property is purchased initially and rent is payable on the remaining portion. Gradually, further shares (a minimum of 10%) can be bought, at market value, until the property is owned outright. However, you do not have to buy the remaining share.

## Frequently asked questions

### What kind of property can be bought through shared ownership?

Shared ownership homes may be new or renovated flats or houses that are sold by registered social landlords. Prices vary according to location.

### Who can buy shared ownership homes?

Shared ownership was introduced to help people who cannot afford to buy a home outright in the open market. Anyone applying will undergo checks by Erimus Housing.

Priority is given to purchasers who are:

- Key workers
- First time buyers
- Housing association/local authority tenants
- On a housing association/local authority waiting list
- Applicant or joint applicant's income is insufficient to purchase suitable accommodation on the open market and/or their circumstances are such they are unable to obtain a mortgage.
- Applicants that live in the local authority area or are moving to the area for employment or to receive family support.

Homeowners who are currently selling their property may be considered depending on their current circumstances. The scheme is not open to investors or to anyone who does not intend to live in the property .



# Shared ownership

## What does the shared ownership lease entitle the leaseholder to?

We will grant a lease under the shared ownership terms for a specific period of time (usually 99 or 125 years initially). This entitles you to live in your home as an owner occupier, and allows you to buy further shares in the property. It also allows you to sell the property. We must be contacted so that advice can be given concerning the correct sales procedure to be followed, which is dependant upon the term of the lease.

Other points covered in the lease set out your responsibilities for repair and payment of rent and service charge where applicable. Although you have not bought the property outright, you will have the normal rights and responsibilities of a full owner occupier.

If the home is a house, you will be responsible for all repairs and redecoration, both internal and external. Until the property is owned outright, a charge will be payable to us to cover rent, management fees and buildings insurance.

If the home is a flat, you will be responsible for all repairs within your individual flat and for the internal redecoration of your home. We will be responsible for external redecoration, repair and maintenance of the structure and communal areas.

A charge will be payable to us to cover rent, administration costs, buildings insurance and service charge.

## What does the leaseholder have to pay for?

### • Rent

A subsidised rent is payable for the share which remains in our ownership and is payable until the property is owned outright.

We will increase the rent either yearly or every two years, depending upon the terms of the lease.

### • Buildings insurance

The terms of the lease mean we must insure the building and we review the insurance provided to ensure it provides value for money in terms of cover and price. We will collect the cost of the insurance from you. In the case of a house, once the freehold is transferred (upon outright purchase, or three months thereafter depending on the lease) the buildings insurance becomes your responsibility.

This insurance does not cover wear and tear, nor your contents. You must take out your own insurance to cover your contents.



- **Administration fees**

An administration fee is payable until the house has been purchased outright. Once the freehold has been transferred (where applicable) the administration fee no longer applies.

- **Service charge (mainly flats only)**

See page 36 for further information.

### **Does Erimus Housing have to contribute towards the cost of repairs?**

No. Even though you own only a share of the property, you are the sole occupier and under the terms of the lease you are solely responsible for the costs of maintaining the property. The rent paid does not include a sum for repairs and maintenance.

### **Can I buy further shares?**

Yes, you can buy additional shares in the property. To do this you must contact our Home Ownership team and let us know.

An independent valuation will be arranged through an independent chartered surveyor. You must inform us and the surveyor of any improvements that you have made to the property and have them listed in the valuation report. Any increase in value through improvements you have made may be disregarded. It is the responsibility of the shared owner to pay for the valuation.

The value of further shares will be based upon the open market value at the time of the valuation, not at the time you originally bought. Please note that valuation reports are only valid for a period of three months. Should there be any dispute on the valuation, your lease will state how this must be resolved. As a general rule, this would normally be referred to the District Valuer.

Buying more shares will reduce the rent you pay us. If you currently pay a service charge you may have to keep on paying even if you purchase your home outright.

If you are purchasing the property outright in most cases the freehold will also be available.

### **Can I purchase my home outright (final staircasing)?**

This depends on the terms of your lease so please contact us for further clarification for your particular property.



# Shared ownership

## Can I rent out my shared ownership property if my circumstances change?

No. Under the terms of the shared ownership lease you are not permitted to sub-let your property.

## Can I sell my shared ownership property?

Yes. However, please note that you may be responsible to provide a home information pack to new prospective purchasers of your home. For further information on home information packs, refer to page 35 of this handbook.

In most instances, your property can be sold by way of assignment or the sale of the freehold interest. However, some schemes are subject to resale restrictions as a result. Please contact the Home Ownership team for more details.

### • **Assignment**

Your shared ownership property can be sold under the leasehold basis, as you currently own it. This would involve the sale of your leasehold interest to your purchaser. In some cases Erimus Housing may nominate purchasers to ensure that the sale was made to a person/s eligible for low cost home ownership schemes. We would require a copy of the selling details before you place the property on the market to ensure that the sale price is reasonable.

You cannot ask for more than the property is valued, however, you can accept a lower price.

### • **Freehold sale**

We would also have no objection to you proceeding with the freehold (100%) sale of your property. A freehold sale involves a three-way transaction between you, Erimus Housing and your new purchaser.

The complete transaction would involve you purchasing the remaining equity from Erimus and selling to your new purchaser on the same day. The purchase from Erimus is an 'on paper' transaction only and does not require you to obtain a further mortgage. The price that you pay for the remaining equity from Erimus will be based on the current open market value. You will be required to forward a valuation report, which must be carried out by a suitable qualified valuer. A valuation report is usually valid for a period of three months. You cannot ask for more than the property is valued, however, you can accept a lower price.



## What are the potential sale costs for the vendor?

In most cases, you will have to pay the following costs;

- Valuation fee
- Any estate agent's fees
- Home information pack
- Rent arrears/sundry debts (if relevant)
- Legal fees
- Contribution to sinking fund (if relevant)



# Right to buy/acquire



Right to Buy (RTB) and Right to Acquire (RTA) were set up in order to help people buy their homes at a price lower than that of the full market value. If you bought your flat under the RTB or RTA, you will have purchase the leasehold interest for a term of 125 years.

## Frequently asked questions

### What does the Right to Buy or Right to Acquire lease entitle the leaseholder to?

We will grant a lease for a specific period of time (usually 125 years). This entitles you to live in your home as an owner occupier or to let your home. The amount of discount given would have depended on the length of time the original purchaser held a public sector tenancy.

The lease entitles you to sell the property at any time. However, if you sell your home within the first five years, a proportion of the discount is repayable. After five years, you can sell with no consequences of repayment. We must be contacted so that advice can be given concerning the correct sales procedure to be followed.

### What does the leaseholder have to pay for?

- **Ground rent**

Usually £10 a year

- **Buildings insurance**

The terms of the lease mean we must insure the building. We employ an insurance broker to ensure that the highest level of cover is provided at the most competitive price. We will collect the cost of the insurance from you.

This insurance does not cover wear and tear, nor your contents. You must take out your own insurance to cover your contents.

- **Service charge**

See page 36 for further information.



## Right to buy/acquire

### **Does Erimus Housing have to contribute towards the cost of repairs?**

No. In accordance with the terms of the lease, you are solely responsible for the repair and maintenance of your individual property. Where the property is in a shared block, however, we are responsible for maintaining the main structure of the block and providing maintenance and services to all communal areas. We will recover a proportion of the costs incurred through the service charge.

### **Can I sell my property which I have purchased under the Right to Buy or Right to Acquire and if so, do I have to repay any discount?**

#### **For leaseholders who purchased under an application made before 18th January 2005.**

Yes. You can sell the property at any time. However, if you sell the property within three years of the initial purchase, you will be required to repay some of the discount.

#### **For leaseholders who purchased under an application made after 18th January 2005.**

Yes. You can sell the property at any time, however if you sell the property within five years of the initial purchase, you will be required to repay some of the discount. In addition leaseholders who wish to sell their home within ten years of it having been sold under the Right to Buy must first offer it at market value to their former landlord or another body prescribed by the Secretary of State.

On completion of sale your lease will be assigned to the purchaser who will effectively take over your lease and existing service charges.

# Home information packs



From 14th December 2007, all homes in England and Wales will need a home information pack, which includes a home energy rating.

The pack will bring together key information needed by buyers and sellers at the very start of the home-buying process.

When marketing begins, the pack must contain at least the following:

- An index of contents
- An energy performance certificate
- A sale statement
- Evidence of title (for registered properties).

The following documents are also compulsory, but can be added to the pack later if there are delays in obtaining them:

- Evidence of title (for unregistered properties)
- Searches
- Leasehold/commonhold documents where appropriate.

The pack will also ensure that important information about improving the energy efficiency of homes is made available **every time** a property is sold.

Where any items are missing, the index should explain why. Where evidence of title, searches and leasehold/commonhold documents are missing, the seller must provide evidence that an agreement has been made to provide the documents as soon as practicable and within 28 days, except in exceptional circumstances. If this takes longer than 28 days, marketers will be expected to show that they have made all reasonable efforts and enquiries to obtain them.

For more information on home information packs, please see [www.homeinformationpacks.gov.uk](http://www.homeinformationpacks.gov.uk)



# Property charges

## How is my rent set?

For shared ownership properties your lease will state the initial rent and when, and how this is increased. For Right to Buy and Right to Acquire leases the rent is £10 per annum for the duration of the lease.

## What service charges are payable?

- All flats/apartments, regardless of leasehold type, will pay a service charge. This is reviewed and revised annually.
- Some houses will pay a service charge e.g. if the properties benefit from communal grounds or parking areas which are maintained by Erimus.

The service charge covers the cost of providing services to communal areas such as lighting, gardening, buildings insurance and repairs, i.e. things which could not practically be provided by residents on an individual basis.

## How are service charges calculated?

The charges are calculated by taking into account the cost of services provided on each individual scheme or block. Each block has its own service charge, there is no cross subsidisation between blocks. We divide up the costs of each service by the number of properties that use or benefit from that service. For example, if your property is situated within a block of ten flats you will be responsible for one tenth of the costs incurred in providing services to the estate/building in which your flat is situated. i.e. one tenth of the cost for communal lighting, ground maintenance and building repairs. Where the costs apply to an individual property, the whole cost will be charged back to the leaseholder.

The services you receive vary according to where you live and the type of property you have. For example if you live in a high rise block you will receive many more services than if you live in a property above a shop or ground floor flat. A budget is drawn up annually and a copy is sent to all leaseholders. The service charge payable is based upon the scheme's budget. If leaseholders on a scheme wish to discuss the budget, a meeting can be arranged and their views taken into account. At the end of each financial year, a service charge account identifying income and expenditure is compiled. Copies of the service charge accounts will be sent to all leaseholders with accompanying notes explaining the detail. The principal acts relating to service charges are the Landlord and Tenant Acts of 1985 and 1987 and the Commonhold and Leasehold Reform Act 2002. All payment dates will be specified in your lease and on invoices.



## **Buildings insurance**

Under the terms of the lease we are responsible for arranging building insurance, the cost of which will be recharged to you in addition to the service charge (for further information please see chapter 17).

## **Administration**

Administration charges are payable by some shared ownership owners only in accordance with the terms of the lease.

## **Ground rent**

Ground rent is payable by Right to Buy/Right to Acquire leaseholders and some shared owners only in accordance with the terms of the lease.

## **How to make a payment**

Erimus Housing offers a variety of options for leaseholders to pay their rent/service charges. All payment dates will be specified in your lease and on invoices. Payments can be made using the following methods.

- Direct Debit
- Standing order
- By phone using your debit card
- Cheque made payable to Erimus Housing
- Allpay
- Through the internet
- Office payment

Please contact us on 08000 461600 for further information.



# Property charges

## Arrears advice

If you are having difficulties in paying your service charges, please contact our Home Ownership team immediately on 08000 461600. Our staff members are trained to offer assistance and guidance about what help is available and we will always be reasonable in working with you to reduce arrears. If you encounter difficulties, we would encourage you to make an appointment with our Home Ownership Team to discuss and resolve any problem you may have in paying your charge. In most cases a suitable repayment plan can be agreed.

Remember – ask for advice as early as possible – we want to help.

If you do not discuss issues with us, ignore our letters or break agreements, firm action will be taken. If after you have received help/advice and you are still making no attempt to reduce your arrears or you continue to break agreements, some or all of the following actions can be taken depending upon individual circumstances:

- Making contact with your mortgage lender (if applicable). Your mortgage lender has a legal interest in your property. To protect this, they will often pay any arrears to prevent legal action being taken. These costs will be added to your outstanding mortgage balance and interest will be applied.
- Small claims court, this means that we will apply to the local County Court for a debt judgement. This action will result in court costs and a possible county court judgement against you. The court will decide how to enforce the payment if the arrears remain outstanding.
- Forfeiture; this means that we will ultimately ask the court to allow us to repossess your property.

We allow leaseholders every opportunity to pay arrears without resorting to further action. Please remember your home is at risk if you do not keep up repayments on a mortgage or other loans secured on it.



## Frequently asked questions

### **Who do I contact if I have a question about my annual invoice?**

If you have a query about your service charge invoice please contact our Home Ownership Team and quote your property address.

### **What if I don't think I am getting a good quality service from Erimus Housing?**

We constantly strive to deliver excellent services. If you feel that this is not being provided, please contact the Home Ownership Team as soon as possible. It is often not possible to sort out problems concerning service delivery long after the problem has occurred. We therefore recommend you get in touch with us at the earliest point so that we can address any issues with you.

### **What if I want to question the amount I have been charged?**

As a leaseholder you have a legal right to request a written summary of the costs included in the service charge. We do advise that we can only provide information relating to the current or last financial year. When we receive your written request we will respond within ten working days. If more than four flats are involved, Erimus must ensure that the summary is certified by a qualified accountant.

Once we have provided you with the summary, you have up to six months to inspect or copy any relevant accounts or receipts. We must provide a summary and a place to look at the documents free of charge, although we are allowed to make a reasonable charge for copying documents. We are also allowed to recover all costs as part of the management and administration element of the service charge when we send out your next annual service charge invoice.

### **What can I do if I think the service charges are unreasonable?**

If you feel that your service charges are unreasonable please contact our Home Ownership Team. Where possible we will clarify any issues with you, however if you are still not happy and we cannot resolve the issue with you, you do have the right to take your case to a Leasehold Valuation Tribunal (LVT). The LVT will hear both sides of a dispute and will make a decision based on the evidence, judgement and experience of the LVT members. We must at this point advise you that you will have to pay a fee for this service. Contact details may be found on page 52.

You can also contact the Citizens Advice Bureau or a solicitor for advice at any time.



# Sinking funds

Some properties have their own sinking fund (or long term maintenance fund) for major repairs and renewal and replacements, which is included in the service charge.

The sinking fund is to ensure there is sufficient money to meet the cost of works when they arise in the future. Setting up a sinking fund helps to ensure that all occupants, irrespective of when they actually live in the property, share the financial cost, as it would be unfair to expect future occupants to pay for major works. The sinking fund helps maintain the value of your assets and avoids or offsets the need to pay large one-off sums when major works are required. By law we have to consult with you before ordering any major works unless it is an emergency.

The actual contribution into the sinking fund is reviewed each year based upon when the various building components are likely to require replacement and what the cost will be. This is a 'best estimate' as the life of a component may exceed the prediction and, conversely, it may require replacement earlier than expected. The level of contributions are reviewed periodically and the amount in each property's sinking fund is shown in the audited accounts.

Money held in the sinking fund is held in 'trust' for each property/block in an interest bearing account. The interest received is added to the sinking fund and is shown in the audited accounts. As the money is held in trust, we are unable to use these amounts for our own purposes and, in the very unlikely event of Erimus Housing going out of business, creditors would not be able to claim any of this money. The sinking fund on one property/block cannot be used to fund work on another.

Typical major repairs and replacements for which the sinking fund would be used are (this is not intended to be an exhaustive list):

- Roofs, guttering, pointing
- External drainage
- Footpaths, parking areas, access roads (where not adopted)
- Communal lighting and power
- TV aerial systems
- Lifts
- Door entry systems and warden call systems (where fitted)

Expenditure on minor repairs to any of the above would normally be met out of the service charge account.

# The commonhold and leasehold reform act 2002



## The Commonhold and Leasehold Reform Act 2002

The purpose of the act is to provide more rights and power for leaseholders and provide greater protection for their service charge money.

Part 1 of the act introduces a new form of tenure called commonhold, which is a type of freehold estate. The title to the land is registered as a freehold estate. Each individual flat or unit is a separate freehold and the remaining elements of a building are seen as a 'common part'. The common parts are owned by the Commonhold Association which is a private company comprising of flat or unit owners.

Part 2 of the act makes key changes to the existing leasehold legislation. The act aims to reform residential leasehold law, giving leaseholders new rights and enhancing existing ones, to give leaseholders a greater degree of control over the management of their homes.

The main features of the act are:

- The introduction of a new Right to Manage which enables leaseholders of flats to take over the management of their building without having to prove fault on the part of the landlord or pay him any compensation. Right to Buy owners in rented blocks (where they out-number tenants) can claim the right. There are, however, specific requirements in terms of having to set up management companies for this purpose. The Right to Manage is not available to leaseholders of houses.
- Easier enfranchisement for both leaseholders of flats and leaseholders of houses. Right to Buy owners in rented blocks (where they out-number tenants) can claim the right.
- Easier ability to obtain lease extension and new longer leases.
- The provision of the right to buy the freehold to leaseholders of houses who have previously extended their lease or the right to an assured tenancy after the expiry of their extended lease.
- The strengthening of leaseholders' rights against unreasonable charges levied under their lease and the strengthening of leaseholders' rights to be consulted about service charges.
- The strengthening of accounting rules for leaseholders' monies.
- The requirements for landlords to hold service charge funds in designated separate client accounts.



# Buildings insurance

## Your insurance charge explained

Under the terms of your lease, Erimus Housing has responsibility for providing buildings insurance for your home. We will let you know our provider and their details on a yearly basis. Erimus insures your property and recovers the cost through your service charge.

We will provide you with a copy of the summary of insurance cover annually and additional copies are available on request.

We will advise you of the sum insured, which is the amount it would cost to rebuild your property in the event of total loss or destruction at the start of your policy and advise you of the revised figure annually. We will ensure that the value is adjusted annually for inflation, to ensure your value remains accurate for your property.

The benefits of Erimus Housing arranging this insurance are that:

- All leaseholders have adequate insurance to protect all tenants in the building
- Erimus Housing will use its negotiating capacity to secure rates that offer value for money in terms of cover available and rate paid

Please note that all references are to buildings insurance only and we recommend you purchase household contents insurance.

## Understanding what you are covered for

The summary of cover provides a summary of significant features, benefits and limitations of the insurance cover.



## Making a claim

We hope you never have to make a claim, but if you do we aim to make it as easy as possible. You can ring 08000 461600 and ask to speak to the Home Ownership Team and request a buildings insurance claim form. We will send the form to you, having completed the details about your policy number and the date your insurance started. We will also sign to confirm you have insurance cover.

If you need further advice in completing your claim form you can ring our Home Ownership Team on the above number, where we will be happy to assist you.

Once you have completed the claim form you will need to supply two estimates for any repairs (as requested on the claim form). You should return these estimates to the address indicated on the claim form.

If you have any queries once you have completed and returned the claim form please contact the insurers directly. Please ensure that you quote the full policy number in all communications with them. This will be on the claim form we provide and on our renewal correspondence.



# Buildings insurance

## **What should I do if an emergency occurs out of office hours?**

A useful emergency contact number is provided if you require urgent assistance in dealing with a home emergency. This number connects to a national database of vetted and approved contractors. They will identify the closest local contractor and arrange for them to assist.

You may need emergency help in dealing with a crisis such as a flood, burst pipe, storm or securing doors and windows. Our insurers provide a 24-hour emergency repair service which we can provide contact details for.

Please note that you will be charged by the tradesman / contractor for the work undertaken in the first instance. If the damage is covered by your buildings insurance policy our insurers will reimburse you for the cost of work.

## **What if my property is sublet?**

If you are subletting your home this affects the insurance cover in place therefore you should notify the Home Ownership Team if you sublet your home. If you need to make a claim and you have not told us the property is sublet, your insurance claim may be affected.

## **How do I know the costs are reasonable and the cover is appropriate?**

We will regularly review the quality of the insurance cover and cost to ensure it provides value for money. We will consult with you on any changes we propose regarding the insurance provider.

## **What if my circumstances change?**

It is important that some changes in your circumstances are reported as they may affect your insurance. We will write to you every year to remind you of changes you should tell us about. An example of this would be the property being sub-let or improvements/alterations being made to the property.

## **Can I obtain contents insurance through Erimus?**

Erimus Housing can provide you with a contents insurance service and we strongly advise you to have this policy in place either with ourselves or an insurance company of your choice. To arrange your contents insurance via Erimus Housing please call our contact centre on 08000 461600.

# Consultation and involvement



## **Involving leaseholders**

Erimus Housing wants to continually improve how we communicate with our leaseholders. We believe that leaseholders should have a voice and play an active role in how we provide our services. With this in mind it is our intention to actively involve leaseholders in the decision making process.

Don't worry if you think you don't have the right skills to get involved. You don't need any previous experience in housing. Your skills and knowledge will build with your involvement and you will be fully supported by our staff.

If you would like to know more about getting involved or if you want to let us know how you would like to be involved at a level that suits you, please phone us on 08000 461600 or email [homeownershipteam@erimushousing.co.uk](mailto:homeownershipteam@erimushousing.co.uk)

Here are some of the ways you can take part:

## **Yearly conference**

To develop services and hear your priorities we hold a tenants' and residents' conference each year. Please come along to one.

## **Postal/phone/email consultation**

You may prefer to get involved by giving your views by post, email or phone. We are currently developing the information we hold regarding contact details and preferred methods of contact so that you can give us your views by the most convenient method.

## **Satisfaction surveys**

We often survey all customers on a range of specific issues. Please send us your views to help us shape our services to meet your needs. In addition we will survey leaseholders twice a year to assess your satisfaction with our Leasehold Management Service.

## **Mystery shopping**

Erimus Housing has introduced a way of our customers testing our services. This is to ensure we constantly provide the highest standard of service at all times. We encourage you to become involved to ensure our services are delivered in a customer focused approach.



# Consultation and involvement

## Informal chats

You can contact a member of staff, a resident involvement officer, your local area housing forum or the Residents' Panel.

## Estate walkabouts

Every eight weeks we undertake estate walkabouts which give you the chance to look around your neighbourhoods with your local estate officer and show us any concerns you may have and highlight any problems. For further information and details of your next walkabout please contact your local area office.

## Leaseholder newsletter

Twice a year we will produce a newsletter dedicated to leaseholders. This will provide you with information about the organisation, our services, details about up and coming events and what our residents have been up to.

## Leaseholders' forums

We will establish a Leaseholder Advisory Panel and Leaseholder Forum so that leaseholders can inform us of their views in relation to the way Erimus Housing manages its leasehold properties.

We want leaseholders to express their views and assist Erimus in the following areas of leasehold management:

- Service charge setting and reviews
- Major works and consultation
- Service delivery / value for money
- Review of satisfaction surveys

For more information on how to become involved please contact our Home Ownership Team 08000 461600

## Your right to consultation

We have a legal duty to tell you about any changes or new initiatives that affect you and your home.

These include:

- Repair and improvement programmes (if relevant)
- Environmental improvements, such as landscaping and estate improvements
- Changes in our housing management methods which will significantly affect you.

# Data protection



## Access to personal information held by Erimus Housing

You have the right to:

- See information we hold about you in our files or on our computer system
- Correct any inaccurate or misleading information
- Ask for copies of information you have supplied to us when you registered with us
- Record your disagreement with any information

If you want to know about the records we hold about you, please write to:

Home Ownership Team  
Erimus Housing  
Rivers House  
63 North Ormesby Road  
Middlesbrough  
TS4 2AF

We will post copies of any records held within ten working days of receiving your written request. There is a small charge of £10 for this request.

We will provide copies of records which relate to:

Family circumstances  
Support needs  
Rent/service charge payment record  
Medical condition  
Income and outgoings (shared ownership properties)  
Past behaviour

We will not be able to show you records where there is a genuine risk of harm to you or others if you see the records; if, for example, the records refer to a third party who has not given permission for you to see them.

If you feel this policy has been unfairly or unreasonably applied, you should refer to our complaints procedure.



# Complaints



## What is a complaint?

A complaint is where a customer is dissatisfied because of Erimus Housing failing to provide a service that it has said will be provided, or failing to meet published service standards.

Complaints may be about:

- Poor or slow service
- Lack of service
- Lack of information
- The quality of service
- The behaviour or attitude of our staff and contractors

## Making a complaint

We want to know when things go wrong or if you are dissatisfied with any aspect of the service you receive from the Erimus Housing so that we can put it right.

You can register your complaint:

- By phone
- In person
- In writing
- By email or fax

We aim to:

- Deal with your complaint quickly and where possible at the first point of contact
- Handle it fairly and politely
- Investigate it fully
- Resolve the problem where at all possible

Our complaints procedure has three stages and we would hope to sort out most complaints at stage one. If not, there are two further stages to help you get the complaint resolved.

Stage one: Initial complaint should be made to the Home Ownership Manager who will try to resolve the matter.

If the Home Ownership Manager fails to deal with your complaint or you feel matters have not been properly resolved at stage one, you can request your complaint be progressed to stage two.



# Complaints

Stage two: The complaint will now be investigated by the director for the service.

If the director fails to deal with your complaint or you feel that matters have not been properly resolved at stage two you can request your complaint be progressed to stage three.

Stage three: At this stage a request can be made for the complaint to be considered by the Complaints (and Appeals) Committee. You will be asked to state the reasons why you feel the committee should consider the complaint and the outcome that you feel would resolve the complaint.

The Complaints (and Appeals) Committee will not consider cases where the decision reached at stage one and two of the process have been reached and are within existing policies and procedures of Erimus Housing.

If you exhaust the complaints procedure you can refer your complaint to the Independent Housing Ombudsman or the Leasehold Valuation Tribunal.

We treat all complaints seriously and we seek to resolve them quickly; it is unusual for a complaint to advance to stage three of the procedure.

For further information about the complaints procedure, please contact our customer contact centre on 08000 461600.

# Equality & diversity



Erimus Housing recognises that it provides services for a number of diverse communities. We want to identify and meet the needs of all our residents and customers.

## Service standards

- Erimus Housing will treat all its residents and customers equally and fairly
- Targets to encourage inclusion will be set, monitored and action taken where necessary
- We will aim to make all our buildings and services accessible to all
- Erimus Housing will aim to promote community cohesion in its areas
- A copy of the Erimus Housing's Equality and Diversity Policy is available on request

Erimus Housing has committed itself to ensure that no resident, applicant for housing or job applicant receives less favourable treatment on any grounds but in particular on grounds of race, ethnic or national origin (including travellers, migrant workers, asylum seekers and refugees), religious or political beliefs, gender, sexual orientation, marital status, physical or mental ability, age or by being HIV positive or having AIDS.



## Other useful contacts

### **Police, Fire, Ambulance - 999**

#### **L.E.A.S.E**

The Leasehold Advisory Service provides free advice on the law affecting residential long leasehold property and Commonhold.

70-74 City Road, London, EC1Y 2BJ

Tel: 020 7490 9580

Fax: 020 7253 2043

Website: [www.lease-advice.org](http://www.lease-advice.org)

#### **Housing Corporation**

The Housing Corporation's role is to fund and regulate housing associations in England.

1 Park Lane, Leeds, LS3 1EP

Tel: 0845 230 7000

Fax: 0113 233 7101

Website: [www.housingcorp.gov.uk](http://www.housingcorp.gov.uk)

#### **Ombudsman**

The Housing Ombudsman considers complaints against member organisations and deals with other housing disputes.

Housing Ombudsman Service, Norman House,  
105 - 109 the Strand, London, WC2R 0AA

Tel: 020 7836 3630

Lo-call: 0845 7125 973

Minicom: 020 7240 6776

Fax: 020 7836 3900

#### **Residential Property Tribunal Service (leasehold evaluation tribunal service)**

The Residential Property Tribunal Service can assist in resolving specific disputes between landlord and leaseholders in relation to lease terms.

First Floor, 25 York Street, Manchester, M1 4JB

Tel: 0845 600 3178

Website: [www.rpts.gov.uk](http://www.rpts.gov.uk)



### **Citizens Advice Bureau**

The Citizens Advice Bureau can provide general advice and assistance on a range of matters.

3 Bolckow Street, Middlesbrough, TS1 1TH

Tel: 0844 4994110

Fax: 01642 802312

Website: [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

### **Financial Services Authority**

The Financial Services Authority regulates financial institutions for example, mortgage providers.

25 The North Colonnade, Canary Wharf, London, E14 5HS

Tel: 020 7066 1000

Website: [www.fsa.gov.uk](http://www.fsa.gov.uk)

### **Department of Communities and Local Government**

The Department of Communities and Local Government is a government department that can provide information booklets on residential leasehold interests.

Communities and Local Government, Eland House,

Bressenden Place, London, SW1E 5DU

Tel: 020 7944 4400

Website: [www.communities.gov.uk](http://www.communities.gov.uk)

### **District Valuer**

The District Valuer is responsible for the assessment of a properties banding for council tax purposes.

St Mark's House, St Mark's Court, Thornaby, Stockton on Tees, TS17 6QS

Tel: 01642 416700

Fax: 01642 416799

Website: [www.voa.gov.uk](http://www.voa.gov.uk)

We will make this information available in other languages, Braille, large print or other formats on request.

#### Arabic

سوف نقوم بتوفير هذه المعلومات بلغات أخرى أو بلغة بريل أو بخط كبير أو بتسقيطات أخرى عند طلب ذلك.

#### Bengali

আমরা এই তথ্য অনুরোধ করলে অন্যান্য ভাষা, ব্রেইল, বড় হরফ বা অন্য ফর্মাতে পাওয়ার ব্যবস্থা করব।

#### French

Nous proposerons ces informations dans d'autres langues, en Braille, en gros caractères ou dans d'autres formats sur simple demande.

#### Hindi

आपके सिले पर हम यह जानकारी अन्य भाषाओं, ब्रेल, बड़े अक्षरों तथा अन्य रूपों में उपलब्ध कराएंगे।

#### Kurdish Sorani

ئێه گەر داوا بکړیت، دهواتین ئهم زانیاریانه به زمانه کانی تر، به بریل (شیاوژی نووسینی نابینا)، به چاپی بیټی گهوره یان به شیاوژی تر، دابین بکړیت.

#### Polish

Na żądanie udostępniemy te informacje w innych językach, wydrukowane duża czcionką, napisane pismem Braille'a lub w innym formacie.

#### Punjabi

ਬੇਨਤੀ ਮਿਲਣ 'ਤੇ ਅਸੀਂ ਇਹ ਜਾਣਕਾਰੀ ਦੂਜੀਆਂ ਭਾਸ਼ਾਵਾਂ, ਬ੍ਰੇਲ, ਵੱਡੇ ਅੱਖਰਾਂ ਜਾਂ ਦੂਜੇ ਰੂਪਾਂ ਵਿਚ ਉਪਲਬਧ ਕਰਵਾਂਗੇ।

#### Russian

Мы сделаем эту информацию доступной на других языках, в виде шрифта Брайля, широкоформатной распечатки или, по требованию, в других форматах.

#### Simplified Chinese

本信息能够按求以其他语言、盲文、大印刷体或者其他格式提供。

#### Traditional Chinese

本資訊能夠按求以其他語言、盲文、大印刷體或者其他格式提供。

#### Urdu

درخواست کرنے پر ہم یہ معلومات دیگر زبانوں، بریل، بڑی چھپائی یا دیگر بناوٹوں میں فراہم کر دیں گے۔



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