

# Leaseholders' Handbook



A handbook to provide leaseholders with important information about their property

## Contents

Foreword.....	3
<b>Section 1 - Terms of the Lease</b> .....	<b>4</b>
Council Agreement.....	4
Leaseholder Agreement .....	4
<b>Section 2 – The Lease</b> .....	<b>6</b>
Enfranchisement .....	6
Repayment of Discount .....	6
Repurchase - The Right of First Refusal .....	6
Lease Extension .....	7
Name changes on Lease.....	7
Sub-letting .....	7
Your Statutory Rights .....	7
<b>Section 3 – Service Charges</b> .....	<b>8</b>
What is Included on a Service Charge Statement? .....	8
Methods of Payment.....	9
First-Tier Tribunal .....	9
<b>Section 4 - Repair and Maintenance</b> .....	<b>10</b>
The Council’s Repair and Maintenance Responsibilities .....	10
Leaseholder’s Repair and Maintenance Responsibilities .....	10
Water Leaks into Other Properties .....	11
Improvements and Alterations .....	11
TV Aerial Systems .....	11
Condensation .....	12
<b>Section 5 - Refuse and Recycling</b> .....	<b>12</b>
Recycling.....	12
Bulky Items.....	13
<b>Section 6 – Housing Grants, Loans and Home Help</b> .....	<b>14</b>
Disabled Facilities Grants.....	14
Home Improvement Loans .....	14
Home Owners Maintenance Advice Service .....	15
<b>Section 7 – Safety and Security</b> .....	<b>15</b>
Fire Safety .....	15
Gas Safety.....	15
Electrical Safety.....	15

Bogus/Unwanted Callers .....	16
Security of your home.....	16
<b>Section 8 - Nuisance and Anti-Social Behaviour .....</b>	<b>16</b>
Mediation Service .....	16
Vandalism and Graffiti .....	17
<b>Section 9 - Leaseholder Participation .....</b>	<b>17</b>
Fareham Tenants' and Leaseholders' Group .....	17
Newsletters.....	17
South Coast Training.....	17
Payment of Allowances .....	17
Performance Monitoring .....	17
<b>Section 10 - Comments and Complaints .....</b>	<b>18</b>
<b>Section 11 - Useful Contacts .....</b>	<b>18</b>

## Foreword

This handbook has been produced to provide leaseholders with useful information and to answer any queries you may have.

The information contained in this handbook should only be used as a guide and is not meant to give a full interpretation of the law.

If you require legal advice about your leasehold property, you should contact a solicitor or Citizen's Advice.

Fareham Borough Council is committed to providing a high level of service and aim to make residents feel safe in their homes and live in a clean and attractive neighbourhood. If you have any questions which are not covered in this guide, please contact the Leasehold Management Officer. Contact details can be found at the end of this handbook.

Alternatively, you can contact the Leasehold Advisory Service on 020 2082 3025 or check out their website at: [www.lease-advice.org](http://www.lease-advice.org)

## Service Standards

We aim to deliver a high standard of service to our leaseholders and will work closely with you to achieve this. If you write or send an e-mail to us, we aim to reply within 10 working days of receipt. If you telephone, we will respond to your call promptly.



## Section 1 - Terms of the Lease

When you purchased your flat or maisonette, either through the Right to Buy or from an existing leaseholder, you bought the leasehold interest in that property and the Council retains the freehold interest. Generally, as a leaseholder you will be responsible to maintain the area within the flat and the freeholder (the Council) is responsible for the exterior.

Your lease is a legally binding document between you as leaseholder and the Council (your landlord) and sets out the rights and responsibilities of both parties. Provided you comply with the terms of the lease you have a legal right to remain in your home. This also means that if you breach the terms of the lease we may take action against you. This could include repossessing your home, although we would only consider doing this as a last resort.

The Land Registry can provide you with a copy of your lease for a small fee, or you can get a copy from us at a cost of £25 (No VAT).

### Council Agreement

The council agrees:

- Not to interfere with the enjoyment of your home unless you are in breach of one or more of the requirements of your lease.
- To provide services such as cleaning, decoration, lighting and security to any communal areas around your home.
- To insure your home against loss or damage by fire, flood or other risk. However, it is your responsibility to insure the contents of your home.
- To let you use any of the communal refuse disposal and drying facilities.
- To let you use any parking facilities which are not charged to other users.

### The Council Reserves the Right to:

- Install any smoke detection equipment or other apparatus for the detection of fire at your expense or to inspect or repair such equipment at any reasonable time.
- Carry out improvements to your property or the building your property is situated in at any time.

### Leaseholder Agreement

As the leaseholder you must:



- Pay the Ground Rent each year.
- Pay the Council Tax for your home.
- Pay the service charges levied each year.
- Keep the interior of your home in good repair and decorative order and any garden area that you are responsible for in a tidy state.
- Permit access to your property by persons authorised by the Council at all reasonable times for inspection purposes or for carrying out any repairs, decorations or other building works.
- Use your home for residential purposes only.
- Promptly report any repairs to us that the Council is responsible for.
- Observe the requirements referred to in the lease.
- Keep the communal entrance doors of flats shut. Please do not allow non-residents to follow you into the block.
- Make mutually convenient appointments between yourself and employees or agents of the Council to visit your home.
- Ensure that all rules and regulations are observed by all family members, friends and visitors to your home.

- Ensure that, when using the communal parts of the building between the hours of 11pm and 7am, care is taken in closing communal and entrance doors to flats and not to cause any disturbance or annoyance to other residents.
- Ensure that any gas appliances are serviced annually to ensure your safety as well as others. If you sub-let, this is a legal requirement.

### As a leaseholder you must NOT:



- Permit anything that is likely to cause damage or annoyance to neighbouring properties, including any illegal or immoral act such as cultivating, using or supplying illegal drugs.
- Make any alterations or additions to your property without the written consent of the Council, including any attic or loft space.
- Carry out your own external repairs. Any repairs to the outside of your property should be reported to the repairs section in the first instance.
- Bring in or take out of the building any furniture or bulky materials at unsocial hours.
- Leave any items in communal areas, including walkways.
- Cause or permit any offensive or inflammable materials to be stored in your property (including garages), including paraffin heaters and liquid gas stoves.
- Use or permit your address for business announcements of any kind or to run or permit a business from your home.
- Place or allow to be placed any advertisement or notice of any kind upon any external parts of the building or in any of the windows of the building.
- Keep any pet in the building without written consent from the Council. If consent is given it is your responsibility to ensure they do not cause a nuisance, otherwise permission may be withdrawn.
- Permit any singing, playing of any musical instrument or the use of any gramophone, wireless speakers, stereo, television, recording instrument or other devices to the extent where it is likely to cause a nuisance or annoyance to other residents. The Council's Environmental Health team can serve noise abatement notices on residents who cause a nuisance or annoyance to others which may result in equipment being seized.
- Erect or permit to project any wireless or television aerial or other obstruction outside the flats.
- Permit any works to the external walls of flats which will alter the appearance of the building.
- Permit the installation of satellite dishes without written permission.
- Install wooden or laminate flooring. If required, we may request that you sound deaden the floors of the property with felt or other material, in addition to the usual carpets or linoleum, or we may request that you replace your flooring.
- Waste or permit to be wasted any water in the flats.
- Leave any bicycle or other vehicle or deposit or permit to be deposited any goods, refuse, litter or any other thing in or upon the staircase, landings, fire escapes or other parts of the building and communal areas. You must park any motor vehicle only as directed by the Council.
- Cause any obstruction in or on the approach roads or passageways adjacent to or leading to the building, by leaving or parking any motor vehicle, bicycle or other vehicle and shall observe all regulations made by the Council relating to the parking of such vehicles. Please do not park in hatched areas as this will block access to the building in an emergency or hinder access for the Council's refuse vehicles.
- Park a vehicle in gardens without the written permission of the Council.
- Obstruct or permit to be obstructed any part of the fire escape exits situated at your property.
- Permit any children to play on the staircases, landings or fire escapes of the building.
- Prop open shared doors.
- Throw anything out of windows or balconies, such as rubbish or cigarette ends.
- Carry out repairs to vehicles which cause a nuisance or annoyance to neighbours.

## Section 2 – The Lease

### Enfranchisement

This is the right to buy the freehold of your building with other leaseholders, provided you and they qualify under the terms of the legislation. This can be done even if the Council does not want to sell it. Once bought, leaseholders can decide how to manage their block and take over other responsibilities such as maintenance and cleaning of the block and service areas.

In order to proceed, a purchaser who represents at least half of the flats in the building should be appointed. At least two thirds of the flats must be sold to long leaseholders who have more than 21 years remaining on their lease. No more than 25% of the internal floor area can be, or intended to be, in non-residential use, such as a shop.

The enfranchisement process is complex and involves a great deal of work. If you are interested, the Leasehold Advisory Service can assist you. Their contact details are shown on Page 3 of this handbook.

Alternatively, a booklet entitled Commonhold and Leasehold Reform Act 2002 can be obtained from the Department of Communities and Local Government at:

ODPM Free Literature, PO Box 236, Wetherby.

Tel: 0870 1226 236 or e-mail [odpm@twoten.press.net](mailto:odpm@twoten.press.net)

### Repayment of Discount

If you bought your home under the Right-to-Buy scheme and sell it within 5 years, you will be liable for a repayment of the discount you received.

If you sell the house in the...	You will have to pay back...
First year	All of the discount
Second year	Four fifths of the discount
Third year	Three fifths of the discount
Fourth year	Two fifths of the discount
Fifth year	One fifth of the discount
After five years	You will not have to repay any of the discount

If you sell within five years of buying your home, the amount of discount you must repay will be based on the resale value of your home, regardless of the value of any improvements made to it.

### Repurchase - The Right of First Refusal

The Housing Act 2004 introduced the 'Right of First Refusal' which allows local authorities (or other social landlords) the first opportunity to 'buy back' properties being sold by former tenants who bought the property under the Right to Buy. This runs for 10 years from the date of purchase. If the Council decides not to buy your property, you can sell it unhindered on the open market.

### After the Sale is Complete

We need to update our records once a sale is completed and there is a set procedure for this. The new owner's solicitor must send a Notice of Assignment to the Leasehold Management Officer, plus our current fee. This is a condition of the lease and notices must be sent within one month of the sale completing.



### Extension of Lease Term

Most leases run for 125 years from the date when the first flat in the building was sold. You may be able to buy a new lease, which would add 90 years to the time left on it.

You will need to have been a leaseholder for at least two years and will have to pay our legal costs for doing so. You will also have to pay for the additional years you buy and employ a solicitor to draw up a formal notice to submit to the Council. In some circumstances, some leases do not allow the lease to be extended and only provide for the freehold to be purchased. Please contact the Leasehold Management Officer for more details.

### Name changes on Lease

If your circumstances change so that the name(s) on the lease are out of date, the Council must be informed:

- If a leaseholder dies, please provide us with a copy of the death certificate.
- If a name has to be added to the lease for example, because of marriage, or a name has to be taken off the lease, for example through divorce, we will need a Notice of Transfer from your solicitor.
- If you want a name adding to the lease but are not marrying, your solicitor will need to prepare a transfer deed which needs to be signed by both parties and the Council must be notified.

The Land Registry should be told about all changes and your solicitor will be able to advise you further.

### Sub-letting

- You must provide the Council with a contact address and telephone number if you sub-let the property in case of emergency. It would also be useful if you provided us with your tenant's contact details.
- You will need a formal tenancy agreement between you and your tenant.
- If you have a mortgage, you should check with your lender that your mortgage conditions allow you to rent out the property. Similarly, you should notify your home contents insurer, otherwise you may find that any claim you make is null and void.
- You should be aware that the obligations contained in your lease will still apply to you, even whilst you are not living in your property. Should there be a breach of the lease conditions the Council will take action against you, not your sub-tenant. This also applies to their behaviour.
- You remain responsible for the payment of service charges and ground rent. If payments are not made we would take proceedings against you and not your sub-tenant.
- When you sub-let, it is a legal requirement that gas appliances are serviced annually and that your flat complies with other health and safety requirements.

### Your Statutory Rights

These relate to your legal rights, granted by Acts of Parliament, and also contractual rights which are contained in your lease.

Amongst these, you have the right to quiet enjoyment. This has nothing to do with noise, but is to do with your entitlement to live in your home without interference from the Council, provided you are not in any breach of your lease conditions.

We must send you an invoice for service charges within 18 months of either the costs being incurred or the last time we told you that the costs would be incurred.

You may ask us for a breakdown of your service charges and can challenge the amount if you believe it is wrong.

If you are still unhappy after you have received our response, you can take the matter further by appealing to the First-Tier Tribunal, further details of which are shown on page 9.

## Section 3 – Service Charges

As a leaseholder, you must pay the Council your share of the cost of maintaining, repairing, insuring and providing services to the block or estate where you live. This is known as the Service Charge.

When you purchased the property, the Council will normally have provided your solicitor or conveyancer with estimates of likely costs of any planned repair and maintenance works over the next 3 - 5 years. Actual costs will be included in future service charges.

### What is Included on a Service Charge Statement?

**Ground Rent** – This is the annual sum paid by the leaseholder to the Council, as the owner of the ground on which the property stands. It is set at £10 per annum by law and is shown separately on your service charge statement.

**Insurance** – The Council insures the buildings against fire, flooding, falling trees, storm damage, etc. All claims are subject to a compulsory excess. It does NOT cover the contents of your home; therefore it is strongly recommended that leaseholders take out separate cover to protect their contents and possessions. We do not automatically send leaseholders a copy of the insurance policy, but if you need a copy of the cover provided, for example, if your mortgage company requires it, we can send you a copy free of charge. Please contact the Leasehold Management Officer.

**Day-to-Day Repairs** – These cover contributions towards the cost of repairs, maintenance and improvements carried out to the building or property in accordance with the terms of the lease. Generally, these relate to the outside of the building and communal areas. Leaseholders pay a proportion of the cost, depending on the number of properties in the building. For example, a leaseholder living in a block of 16 will have to pay 6.25% of the cost, including external repairs and maintenance carried out to other properties. Likewise, the cost of external repairs or maintenance carried out to your own property will be divided by the number of properties in the block.

Repairs should be reported to our repairs service on 0800 1412 194 or e-mail [responsiverepairs@fareham.gov.uk](mailto:responsiverepairs@fareham.gov.uk).

**Cyclical Repairs** – These relate to the contribution to the costs of recurring works which are usually planned for. They are greater in cost than day-to-day repairs and include external decoration, re-roofing, replacement of external windows and doors and sewer works. Leaseholders are asked to pay a contribution each year into a cyclical repair fund in order to contribute to the works when they are carried out. Again, leaseholders pay a proportion of the cost.

**Communal Services** – This relates to the costs of communal services such as general cleaning (stairs, bin area.), window cleaning, lighting, heating and grounds maintenance. If you live in a house flat, the Council will not have any responsibility for cleaning and as such will not charge you for this service.

**Management Charges** – Most leaseholders are not charged for a number of leaseholder services which the Council provides. These include calculating your service charge estimates and actual statements and arranging building insurance; dealing with customer accounts; sending out invoices and managing payment plans where necessary and taking payments from leaseholders. There is also a part-time Leasehold Management Officer who deals with enquiries from leaseholders and solicitors about their property or service charges.



As from 1 April 2015, all new leases drawn up under the Right to Buy will enable the Council to add these items to service charges and leaseholders will be charged accordingly. Properties bought previously under the Right to Buy will not be affected.

### **Service Charge - Estimates**

Around February/March each year, leaseholders are sent a copy of the service charge estimate for the coming financial year. Although the costs of some services will not be known at this time, the service charge estimate provides a rough guide as to the charges being applied in the forthcoming year. These are based on a combination of known costs, such as ground rent and buildings insurance, and estimated costs, such as repairs.

### **Service Charge - Actual**

Around September / October each year, leaseholders will receive a service charge statement showing the actual costs incurred for 1 April to 31 March in the previous financial year. This may mean a new bill is sent to you or you are given a refund.

### **Under / Overpayments**

Any differences between the estimated and actual costs are shown on your annual statement.

### **Methods of Payment**

We offer a choice of payment methods for you to pay your service charge:

- By post with a cheque or postal order.
- In person at the Civic Offices by cash, cheque, debit or credit card.
- By Standing Order.
- By direct debit (10 equal payments only).
- By phone - credit or debit card.
- Internet - credit or debit card.

You can pay monthly, quarterly or yearly, as you wish. Please quote your account number if you contact us.

If you have problems in paying your service charges, please let us know so we can come to some arrangement with you. You must also tell us if you are awaiting the outcome of a benefit claim so we can put your account on hold. Please remember that if you do not pay your service charge, legal action can be taken against you.

### **Service Charge Queries**

If you are not happy with the level of services we provide or have a query with your bill, please contact the Leasehold Management Officer in the first instance (contact details can be found at the end of this handbook). If, following our response, you still do not agree, you have the right to appeal to the First-Tier Tribunal, details of which are shown below.

### **First-tier Tribunal (Property Chamber) (Formerly the Leasehold Valuation Tribunal)**

These are semi-formal hearings which are independent and impartial. Evidence is not given on oath and they are a simpler and quicker option to court proceedings. There is a cost involved in submitting an application.

The Tribunal has jurisdiction for the following issues:

- Whether costs incurred for services, maintenance, repairs, insurance or management were reasonable.
- If an amount payable before costs are incurred is reasonable.
- If works or services for which costs were incurred are of reasonable standard.

- If works or services are proposed in the future, the Tribunal can decide if:
- The costs of the proposed works or services are reasonable.
- The works or services to be provided are of a reasonable standard.
- The size of advance payments are reasonable.

Further details can be obtained by calling 01243 779394 or visiting <https://www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber>

## Section 4 - Repair and Maintenance

### The Council's Repair and Maintenance Responsibilities

- The structure and exterior of the building including the roof, walls, external windows and doors, foundations, rainwater pipes, gutters and drains. Leaseholders can replace external windows and doors themselves, but must obtain our written consent first
- Communal areas, including doors, windows, stairs, landings, balconies, aerials, shed and bin areas, drying areas, paths, parking areas and some boundary fences and walls.
- Communal door entry and security systems and communal lighting and heating systems.
- Cleaning - work is carried out to a written specification document which our contractors follow. The document details what surfaces are to be cleaned, the nature of the cleaning and how often it is done. As a guide, communal areas are cleaned weekly and windows quarterly.

Although the Council is responsible for maintaining these items, it will pass on the costs to leaseholders through the service charge; tenants pay for repairs and maintenance through their rent.

### Leaseholder's Repair and Maintenance Responsibilities

Generally, you are responsible for the repair and maintenance inside your home and for items that only you use, such as:

- Internal repairs of walls, floors, doors and windows and decoration inside your home.
- All fixtures and fittings, such as sockets, TV and phone points, water tanks, cisterns, pipe work, taps, kitchen fittings, toilets and wiring.
- Heating and hot water systems.
- The cleaning of your home.
- Please avoid actions which may lead to repairs or extra work. For example, pouring fat down the sink can lead to blocked drains, resulting in extra costs to leaseholders to unblock.

Please note that if you fail to carry out your repair responsibilities we can ask for access to your home to carry out repairs and invoice you for our costs.

The Council has a legal duty to formally consult prior to carrying out major works or improvements where the cost exceeds a set amount. We will serve you with a legal notice called a Section 20 notice.

There are also cases where the Council is not required to issue a public notice but must consult with leaseholders throughout the awarding of the contract.

When urgent works are required, the Council may carry out the work without leaseholders' involvement. These are likely to relate to serious health and safety issues or damage to property if not dealt with immediately, such as storm damage, dangerous electrical faults or major plumbing repairs. We may still charge you for the cost of the work. Urgent works do not include jobs which can be safely left until normal working hours.

## Water Leaks into Other Properties

If water leaks from your home into a neighbouring leasehold home, you will be responsible for dealing with the leak and any damage caused. This will mean that you must get the leak repaired and claim on your own insurance for the damage.

If water leaks from your home into a neighbouring tenanted home, we will do any repair work needed to the tenanted home. We may then bill you for the costs of the work needed to put right the damage caused.

If we become aware of an on-going leak from a leasehold property, we will try to contact the leaseholder and let them know what repair work needs to be done.

If the leaseholder does not do the necessary work to stop the leak, we will write to them asking them to do the repair within a certain time. If the work is still not done, we will get an injunction (court order) to enter and do the work ourselves. We will only do this as a last resort, but the leaseholder will have to pay the full costs (including VAT) of stopping the leak, plus any legal and administration costs.

In an emergency when there is a serious leak, we may have to force entry to a home if we cannot contact the leaseholder. This would arise if the building and the homes below the source of the leak are being badly damaged. We will try to stop the leak and do any emergency repairs necessary and will inform the leaseholder of what has happened and what repair work they will need to do.

## Improvements and Alterations

Your lease states that any alterations or additions to your home must not be carried out without the written permission of the Council, acting as your landlord. Examples include window and door replacement, conservatories, extensions, loft conversions, hard standings, walls, fences, extractor fans and new central heating.

Additionally, as planning restrictions are much tighter for those living in flats or maisonettes, you will need planning permission for:

- Any garage, garden shed or greenhouse.
- Hard standings of any sort, including patios.
- Any wall or fence.
- Any other work that would materially alter the appearance of your flat or maisonette, such as conservatories, extensions or loft conversions.



If you are not sure whether planning permission is required it is advisable to check, otherwise any work undertaken would be at your own risk. Furthermore, you may be required to take down or remove any works which you have done and could result in prosecution. Building regulation consent may also be required.

Permission is not required to fit shelving, built in wardrobes, new bathroom suites or kitchen units.

## TV Aerial Systems

If you live in a block with an Integrated Reception System, the Council is responsible for maintaining it. Problems with TV reception should be reported to the Council's Building Services maintenance team.

Cable TV is widely available should you require it. Arrangements should be made with the provider and permission from the Council is not required.

Satellite dishes must NOT be fitted to your property without the written consent of the Council's housing team. Although permission will not be unreasonably withheld, it should be noted that it is

the policy of the Council not to grant permission to residents living in a number of its blocks. Further details can be obtained from the Leasehold Management Officer.

### Condensation

This is caused by damp air touching a cold surface and is often mistaken for rising damp. The damp air is often caused by cooking or by drying clothes indoors. Condensation can cause black mould, which affects walls, ceilings, window frames as well as your clothes, bedding, and decorations.

You can reduce condensation in a number of ways:

- Close kitchen and bathroom doors to prevent steam from going into other colder rooms.
- Open kitchen and bathroom windows when cooking or washing so that steam can escape or use an extractor fan if you have one fitted.
- Avoid putting beds and wardrobes against outside walls.
- Dry clothes outside if possible.
- Don't block air vents and fit an extractor fan or trickle vents.
- Vent tumble driers to the outside or purchase a condenser drier.
- Increase the level of heating and ventilation in problem rooms. This will increase air flow and help reduce the condensation.
- Please do not use paraffin or liquid gas heaters. These are not allowed in any of our properties.

## Section 5 - Refuse and Recycling

Part of your Council tax goes towards collecting waste from domestic premises on a fortnightly basis.

- Refuse & recycling bins are collected on alternate weeks – refuse one week and recycling the next. Please note that only rubbish left within the bins will be collected.
- Identity labels can be provided to put your house number on your bin. Please fill it in with a permanent marker

If you have trouble putting the bin out to the edge of your property, or if you have any problems or comments about the service, please contact the Customer Service Centre.

Please return your bin after collection to any storage area you may have.

All waste is transported to disposal points provided by Hampshire County Council's contractor, Hampshire Waste Services.

### Recycling

Blue-topped recycling bins are collected every fortnight. On your recycling day, please put your blue-topped bin in the same place as you put your refuse for collection.

- Please have your bin in place by 6.30am.
- Once it has been emptied, please return it to where you store it as soon as possible. Do not leave it out.



- Only put items that can be recycled into your blue-topped bin. This includes:
  - Paper and cardboard (newspapers, magazines, junk mail, note paper, envelopes, glossy leaflets, telephone directories, yellow pages, cereal boxes, corrugated card, greetings cards, etc.)
  - Plastic bottles – no other sort of plastic. If it's bottle-shaped, recycle it, if it's not, leave it out of the recycling bin. Bottles which can be recycled include fizzy drink bottles, household cleaning bottles, detergents, shampoo and cosmetic bottles, etc.
  - Aluminium and steel cans. Please rinse out first.
- Please DO NOT put any recycling waste into any bag or sack before placing it in the blue-topped bin as it will not be collected. All items should be put into the bin loose.

If items are placed in your recycling bin which cannot be recycled, it may contaminate the other materials (for example, glass bottles). This may mean that your bin is not collected or the entire lorry load may be rejected at the sorting plant (see below).

### Recycling Banks

These should be used to recycle glass bottles, jars and textiles. Please do not place in either the waste or recycling bins.

Many of the Council's car parks, as well as most supermarkets, have recycling facilities. Alternatively, there is the Household Waste Recycling Centre at Segensworth. An interactive map of recycling locations can be found on the Council's website at [www.fareham.gov.uk/recycling](http://www.fareham.gov.uk/recycling) or contact Customer Services on 01329 236100.

Garden waste, such as grass and other clippings, should be disposed of using the Council's green waste collection service or by taking to the Household Waste and Recycling Centre. Please do not put rubble in the green waste bag.

All other waste which cannot be recycled should be placed in your normal refuse bin or taken to the Household Waste Recycling Centre if they are bulky (for example, broken furniture and mattresses) or hazardous (for example, batteries, electrical items or oil).

Where there are communal bins, please do not park on the hatched areas in front of them as this may block access for our collection crews and result in bins not being emptied. It could also block access for the emergency services.

### Household Waste Recycling Centre

There is a Household Waste Recycling Centre at Barnes Wallis Road, Segensworth, which can receive paper, glass, cardboard, oil, metals, textiles, aluminium, electrical items, plastic, batteries, green waste, excess household waste and bulky items. Please telephone Hampshire County Council on 0845 603 5634 for more details.

### Bulky Items

Most bulky items, such as mattresses, fridges, freezers, furniture, kitchen units, etc. can be removed for a small fee and must NOT be left in bin areas or elsewhere as it constitutes fly tipping. If we can identify the culprits, we will ask them to remove the item(s).

If they don't remove it, we will charge them for removal and this will be higher than if they had asked the Council to dispose of the items in the first place. We may also prosecute offenders.





Further details about the waste and recycling service, including the removal of bulky items, can be found on the Council's web site or by contacting the Council's Customer Service Centre. They will also be able to assist if you have a problem or question about the service.

Clinical waste can be collected free of charge on request from domestic properties.

## Section 6 – Housing Grants, Loans and Home Help

There are several types of grants or loans available to assist leaseholders who wish to improve and repair their homes. There are also grants available to assist people with disabilities to adapt their homes for their individual needs. Applications for disabled facilities grants are means tested to ensure that funds are given to those people in need who may otherwise be unable to improve their living conditions.

### Disabled Facilities Grants

Fareham Borough Council provides Disabled Facilities Grants up to the sum of £30,000 per applicant. This enables householders in private sector housing to carry out essential adaptations to their homes, allowing a disabled person to live more independently. This is a mandatory grant for works that have been recommended as necessary and appropriate by an Occupational Therapist. Typical projects include installing stair lifts, providing a level access shower in place of a bath and ensuring homes are wheelchair accessible.

In the first instance you will need to contact Occupational Therapy Direct either:

- By telephone on 0845 600 4555 (Monday to Thursday 8.30am to 5pm and Fridays 8.30am to 4.30pm); or
- By e-mail to [OTdirect@hants.gov.uk](mailto:OTdirect@hants.gov.uk).

They will arrange for an Occupational Therapist (OT) to visit you and assess your needs.

Further details can be obtained by contacting Fareham Borough Council's Customer Services.

### Home Improvement Loans

Many owner-occupiers who are in receipt of an income-related benefit have difficulties accessing the finances to undertake necessary improvements in their homes, even though there is substantial 'equity' in the property. The Home Improvement Loan offered by the Council is intended to provide funding to undertake the works, with repayment of the interest free loan being deferred until the sale of the dwelling. The equity in the property is then used to repay the loan together with a small administrative charge.

Subject to the financial resources of the applicant and the availability of funds, the Council will consider providing an interest free Home Improvement Loan of up to £10,000.

This is to help home owners meet the cost of remedying disrepair, eliminating serious hazards, installing modern facilities or an efficient heating system. This may include measures to reduce the likelihood of serious injury or harm from electrical hazards, damp and mould, excessive cold, prevention of accidents from trips and falls and the replacement or repairs to key building components.

A free Home Maintenance Advice Inspection will be offered to identify any eligible work. You will receive a schedule detailing the identified work, application forms and a copy of the conditions that relate to the approval of a loan.

For more information on Home Improvement Loans, please contact the Council's Customer Service Centre.



## Home Owners Maintenance Advice Service

The Council recognises that some home owners may not have the awareness, knowledge or skills to identify the risks or hazards in their home. We offer a Home Owners Maintenance Advice Service helping home owners to identify serious hazards, prioritise essential repairs and give advice on things such as the likely cost, options for financing the repairs and how to employ a reputable contractor to carry out the works at reasonable price. There is no charge for this service.

During the inspection the Council's surveyor can also provide general advice on other issues, for example:

- Home Security
- Energy Efficiency
- Heating, Gas and Electrical Safety
- Fire Safety
- Adaptations for the disabled
- Crime Prevention in and around the home
- The role of other organisations

To arrange an inspection please contact the Customer Service Centre.



## Section 7 – Safety and Security

Here are a few ideas on making you feel safer and more secure in your home and to help protect your property.

### Fire Safety

Ensure your property is fitted with smoke detectors and that these are tested on a regular basis. It may also be worth buying a fire extinguisher. Hampshire Fire & Rescue offers a free fire and safety check of your home.

### Gas Safety

Ensure that any gas boilers and appliances are checked or serviced at least once a year by a Gas Safe registered engineer. If you sub-let your flat, it is a legal requirement that you have your boiler serviced annually.

It is also worth investing in a carbon monoxide detector which can be purchased for around £10. Ensure that it meets current safety standards (BS EN 50291) and carries the Kitemark. Always follow the manufacturer's siting instructions.

If you smell gas, or think there is a gas escape or carbon monoxide leak:

- Open all doors and windows.
- Do NOT turn lights on or off.
- Shut off the gas supply at the meter control valve. If gas continues to escape, call National Grid on the Gas Emergency Freephone Number 0800 111 999.

### Electrical Safety

Regularly check that any electrical appliances do not have frayed cables or have bare wires exposed. Consider investing in a RCD (Residual Circuit Device) with appliances for added safety. Do not overload power sockets. It is also worth keeping a torch handy in case of emergency.

## **Bogus/Unwanted Callers**

Do not let anyone into your home that you don't know without checking their identity first. If you are not sure, do not let them in. Phone the office or company who are trying to gain access to your home to confirm who they are. Consider fitting a spyhole or door chain to your front door.

Remember - all Fareham Borough Council employees have identity passes and are happy to show you their pass.

## **Security of your home**

Consider fitting window and door locks for added security which comply with BS 3621:2004. You may get an extra discount for your contents insurance if they meet this standard. Window and door alarms can also be easily fitted at minimal cost. Keep all windows and doors locked shut at all times when you go out. Have extra locks fitted to outbuildings, such as sheds and garages.

## **Section 8 - Nuisance and Anti-Social Behaviour**

Nuisance and harassment can affect both leaseholders and tenants. Please keep the volume of stereos, radios, televisions, etc. to a minimum, particularly at night and early in the morning. If you are regularly disturbed by noise from a neighbour, talk to them about it first as they may not be aware they are disturbing you. If this does not resolve the problem, contact your Area Housing Estates Officer who will discuss what action they can take. If the noise is severe then you should contact the Environmental Health Team who have powers to deal with noise nuisance. Remember, it is a requirement of the lease that leaseholders do not harass or take part in anti-social behaviour, including noise nuisance, otherwise you may lose your home and face prosecution.

If you are experiencing nuisance or harassment there are a number of ways in dealing with it.

- **Making a Complaint to the Council as Landlord**

The Council has procedures for dealing with complaints about neighbours. If the problem persists after action by the Council, legal action can be taken for breach of tenancy or lease conditions.

It is worth checking your lease for any condition which forces the Council to take legal action since you may be liable to repay the costs involved.

- **Try to Resolve the Matter Yourself**

By talking amicably with your neighbour, you can make them aware of your concerns and hopefully agree a way forward which each side can accept.

- **Taking Legal Action Yourself**

You can take legal action against a neighbour yourself in the Magistrates court under the Environmental Protection Act 1990. This could lead to an injunction and the award of damages.

Where conditions exist which prohibit nuisance or harassment and the offender is another leaseholder, you may be able to sue for breach of condition.

Legal action against the landlord is unlikely to be a viable course. A condition in the lease for quiet enjoyment covers the unlawful acts of the landlord and the lawful acts of tenants and leaseholders. It does not create liability for a nuisance caused by other tenants and leaseholders where the landlord is aware of the problem and takes no action.

## **Mediation Service**

In cases of neighbour nuisance, the Council has an Anti-Social Behaviour Officer who is a trained mediator and can hopefully settle any dispute or differences. In so doing, the Council is not trying

to negate their responsibility in resolving the dispute but in the longer term they are more difficult to deal with, particularly if there is no independent witness.

If the complaint relates to noise, the Council's Environmental Health Team may be able to help as they can serve abatement notices, confiscate equipment or take offenders to court.

There is also an emergency out of normal office hours service for noise complaints. More information about this can be found at the end of this booklet.

The police should be contacted where the nuisance relates to harassment or vandalism outside of normal office hours.

### **Vandalism and Graffiti**

Please report any vandalism or graffiti to the Customer Service Centre. We aim to remove obscene or offensive graffiti within 24 hours.

## **Section 9 - Leaseholder Participation**

### **Fareham Tenants' and Leaseholders' Group**

Leaseholders meet every quarter at Ferneham Hall in a combined meeting with tenants, including those in sheltered housing schemes, and helps ensure that our services are run efficiently. This is your chance to have a say in the service you receive. Topics the group discuss include improvement works and housing related issues. All leaseholders are welcome to attend meetings and/or have their contact details added to our mailing list. Dates and times of meetings are shown in the Tenants' Voice newsletter and also on our website.



### **Newsletters**

A combined Leaseholders' and Tenants' newsletter is published twice a year and is called Tenants' Voice. It covers joint areas of interest, as well as items for leaseholders and tenants.

The Council also publishes its magazine, Fareham Today, which includes articles relating to Council services, some of which may directly relate to, or be of interest to, leaseholders.

### **South Coast Training**

This is a consortium of local authorities and Housing Associations and provides training twice a year to both leaseholders and tenants. The aim of the group is to provide good quality training covering a variety of either housing-related topics or skills-based topics. The trainers are all professional speakers and Fareham Borough Council will provide the funding for those attending.

### **Payment of Allowances**

In recognition of the commitment made by both leaseholders and tenants in getting involved in meetings and training, the Council offers financial assistance with travelling and childcare expenses.

### **Performance Monitoring**

'Estate Monitors' keep an eye on our contractors' performance and are made up of volunteer tenants and leaseholders. In sheltered housing schemes, however, the wardens usually monitor performance.



The Estate Monitors give feedback in the form of returned cards, e-mails or telephone contact with a member of the tenancy services staff. Feedback is used to address areas of concern and to report on levels of satisfaction from leaseholders and tenants and this is passed on to Councillors.

## Section 10 - Comments and Complaints

Our aim is to provide customers with the highest quality service and we welcome any comment, complaint or compliment you may have as a positive step towards achieving this aim.

Comments or complaints can be made by writing to the Customer Service Centre.

You can also contact your local ward Councillor, details of which can be found on our website or by contacting Customer Services.

Our procedures are designed to be acted on promptly and confidentially and aim to provide a speedy and fair investigation and resolution within defined timescales.

Anonymous complaints will be pursued, if considered appropriate, along the same lines as our Corporate Complaints Procedure.

The procedure makes provision for progress monitoring and feedback to the departments concerned on the nature of complaints received and any resulting action. Feedback is used for quality control purposes and as a source of information for policy development and service quality review.

## Section 11 - Useful Contacts

### Housing Contacts

Leasehold Management Officer: 01329 824499 or [leaseholdmanager@fareham.gov.uk](mailto:leaseholdmanager@fareham.gov.uk)

Tenancy Services Manager: 01329 824540

Senior Housing Management Officer: 01329 824483

Area Housing Estates Officer (Stubbington and Fareham SE): 01329 824492

Area Housing Estates Officer (North Fareham): 01329 824458

Area Housing Estates Officer (Western Wards): 01329 824464

Area Housing Estates Officer (Fareham S.W. and Portchester): 01329 824484

Tenant Involvement Officer: 01329 824463

Building Services Responsive Maintenance team: 0800 141 2194 or [responsiverepairs@fareham.gov.uk](mailto:responsiverepairs@fareham.gov.uk)

Building Services Planned Maintenance team: 01329 236100 or [buildingprojects@fareham.gov.uk](mailto:buildingprojects@fareham.gov.uk)

Service Charge queries (bills): 01329 824499 or [leaseholdmanager@fareham.gov.uk](mailto:leaseholdmanager@fareham.gov.uk)

Homecheck Service: 01329 236100 or [customerservices@fareham.gov.uk](mailto:customerservices@fareham.gov.uk)

## **Fareham Borough Council**

Customer Service Centre: 01329 236100 or [customerservices@fareham.gov.uk](mailto:customerservices@fareham.gov.uk)

[www.fareham.gov.uk](http://www.fareham.gov.uk)

Out of hours emergencies: 01329 236100

Tenancy Services: 01329 236100 or [housing@fareham.gov.uk](mailto:housing@fareham.gov.uk)

Benefits: 01329 236100 or [benefits@fareham.gov.uk](mailto:benefits@fareham.gov.uk)

Repairs: 0800 1412 194 or [responsiverepairs@fareham.gov.uk](mailto:responsiverepairs@fareham.gov.uk)

Rent payments by phone: 0845 606 6876

## **Hampshire County Council**

Adult Services: 0845 603 5630

Occupational Therapy: 0845 600 4555 or [OTDirect@hants.gov.uk](mailto:OTDirect@hants.gov.uk)

Children's Services: 0845 603 5620 or [childrens.services@hants.gov.uk](mailto:childrens.services@hants.gov.uk)

## **Other Services**

Hampshire Police: 0845 045 4545

Benefits Agency: 0800 055 6688

British Gas: 0800 048 0202 (Account queries) or [www.britishgas.co.uk](http://www.britishgas.co.uk)

Citizens Advice: 08444 111 444

Fareham Community Action: 01329 231 899

Samaritans: 08457 90 90 90

## **Emergency Contact Telephone Numbers**

Emergency Services (Police, Fire or Ambulance): 999

Police (Non-emergency): 101

Environmental Health (Noise Complaints, out of office hours): 0800 374485

Crimestoppers: 0800 555 111



Gas (National Grid - emergencies): 0800 111 999

Electricity (Southern Electric Emergencies): 0800 0727282

Portsmouth Water (Emergencies): 023 9247 7999

Southern Electric (Emergencies): 0800 072 7282

General enquiries: 0845 744 4555

[customerservice@southern-electric.co.uk](mailto:customerservice@southern-electric.co.uk)

Southern Water (Emergencies): 0330 303 0368

Handbook updated March 2016



[www.fareham.gov.uk](http://www.fareham.gov.uk)



[www.facebook.com/FarehamBC](http://www.facebook.com/FarehamBC)



[@FarehamBC](https://twitter.com/FarehamBC)

**FAREHAM**  
BOROUGH COUNCIL