

Plain English guide to your lease



This guide is designed to help you understand your lease.

It doesn't replace the actual legal document and we can't guarantee that all the explanations included are legally accurate in comparison to your particular lease. In any legal dispute we will rely on the original wording of your lease. This means that in a Court case the explanations mentioned in this booklet will not be relevant in Court. This guide does not state our policies. This booklet explains a standard lease in everyday English. In some parts the standard lease may differ from yours.

Your lease is your contract (legal agreement) with your landlord (the freeholder). If there is a problem or you disagree with us the answer is usually stated in the lease. It can be complicated so we have produced this booklet to help you understand it.

You will find the following information within this guide:

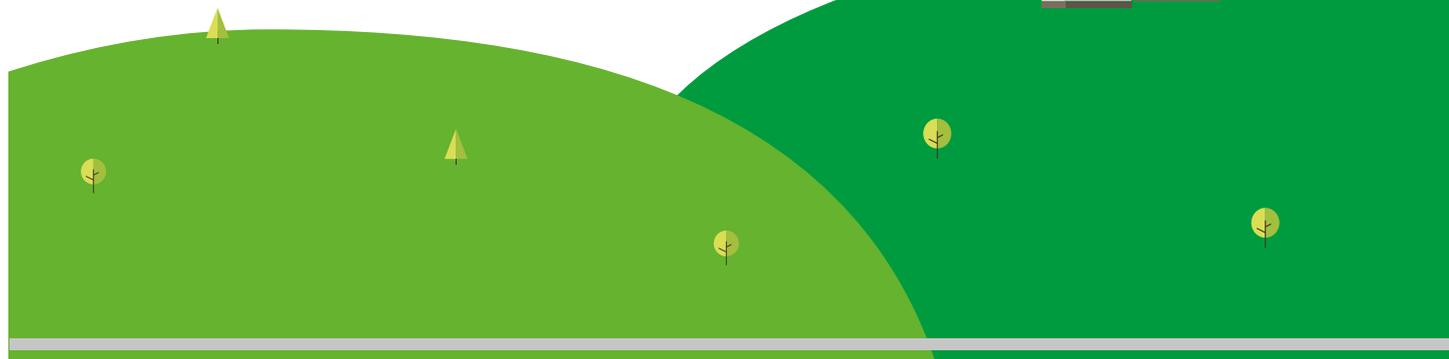
- Who we are
- Your lease
- Your rights & responsibilities
- Our rights & responsibilities
- Service charges
- Schedules
- Glossary

Who we are

Your housing service is managed by Radian which provides services for the following group members:

- Drum Housing Association Ltd.
- Longwood Park Ltd.
- The Swaythling Housing Society Ltd.
- Windsor & District Housing Association Ltd.

*The registered office for all companies listed above is:
Collins House, Bishopstoke Road,
Eastleigh, Hampshire, SO50 6AD*



Your lease

Your lease explains the agreement between you and Radian. It calls you 'The Tenant' because in law a leaseholder is a type of tenant. Your lease:

- Has a plan that shows the position and area covered by your flat, a shed or garage (if applicable), the building and the Estate
- States our rights and responsibilities
- States your rights and responsibilities
- Explains the services charges you must pay and how they are worked out

The name of the first Leaseholder is always shown on your lease because your lease never changes. If you sell your property the new Leaseholder must sign a "deed of covenant" agreeing to follow the lease conditions or provide a "notice of transfer" within a month of the sale completion. These legal documents are drawn up by your solicitor and will include legal costs.

Your rights

Your main rights under the lease are:

- To own and use your flat for the lease period
- To use the communal parts of the building
- To have your service charges worked out in line with the rules of your lease

Your responsibilities

Under the lease you must:

- Not allow other people living or visiting to break the rules and conditions in your lease
- Pay your Service Charges as and when due
- Pay towards the upkeep and improvement of your building and Estate
- Pay our costs if we need to take action for a breach of the rules
- Pay all our costs if we have to seek repossession through a 'Section 146' Notice because you refuse to follow your responsibilities under the lease
- Let us enter your flat to do essential repairs to the building and in an emergency
- Keep your property repaired and maintained
- Not do, or allow anyone else to do, anything that could increase the risk of damage to your flat or the building such as fire
- Only alter or improve your flat with our written consent, including for replacement windows and external doors
- Not damage the inside or outside of your flat deliberately or through neglect
- Not use your flat for illegal or immoral purposes
- Not do anything in your flat or the building that might cause a nuisance or damage to other residents
- Follow all planning laws and regulations
- Make sure the purchaser or tenant signs an agreement to keep to the conditions of your lease if you sell or sublet
- Follow any parking rules
- Follow the rules for storage areas
- Ensure the passage next to your flat is clean and clear
- Make good any damage you, your visitors or people working for you may cause to the building or to your neighbours
- Keep any pets under control

Our rights

Under the lease we are able to:

- Enter your flat to do essential building work or in an emergency (check lease)
- Carry out essential work in your flat if you fail to do so and charge you for it
- Take you to Court for unpaid service charges, ground rent, building insurance and major works
- Receive your service charge payments in advance

Our responsibilities

Under the lease we must:

- Allow you to enjoy your property without interference if you follow all your responsibilities
- Maintain, repair, renew, clean, redecorate or improve your building and estate as necessary
- Provide lighting where appropriate
- Keep forecourts, roads, paths for all residents as clean and tidy as reasonably possible
- Insure the building and Estate against fire, storm and flood
- Calculate your service charges in line with the lease

More information about rights and responsibilities

You can get free independent advice regarding lease issues from the Lease Advisory Service (LEASE). The Leasehold Advisory Service is a Non-Departmental Public Body (NDPB) funded by the Government to provide free advice on the law affecting residential leasehold properties in England and Wales.

Contact details for advice on your lease are available online at www.lease-advice.org or by calling **020 7383 9800**.



Service charges

In your lease there is a section about service charges which covers calculation methods and apportionments.

Apportionment methods can vary and will be prescribed within your lease. Common apportionment methods are:

- number of bed spaces
- floor area (sq.mtr)
- number of properties in the block

Estimates and actuals

Most leases state you must pay service charges in advance every year. We will issue you an estimate invoice which advises of the amount you must pay for each service for the year. This can be paid in one annual sum or by monthly instalments.

At financial year end final accounts are produced and audited and you get a final certified account certificate; 'the Actual' account.

Once the final accounts are prepared there could be a surplus or deficit from the estimated charges. This balance will be added to your service charge account for the following year.

TV aerial

If there is a communal aerial in your building you cannot install your own aerial or satellite dish on the outside of the building without first obtaining our written consent.

Electrical, Wiring and Plumbing

We are responsible for all communal pipes and electrical cables supplying the block but you are responsible for anything internally in your flat.

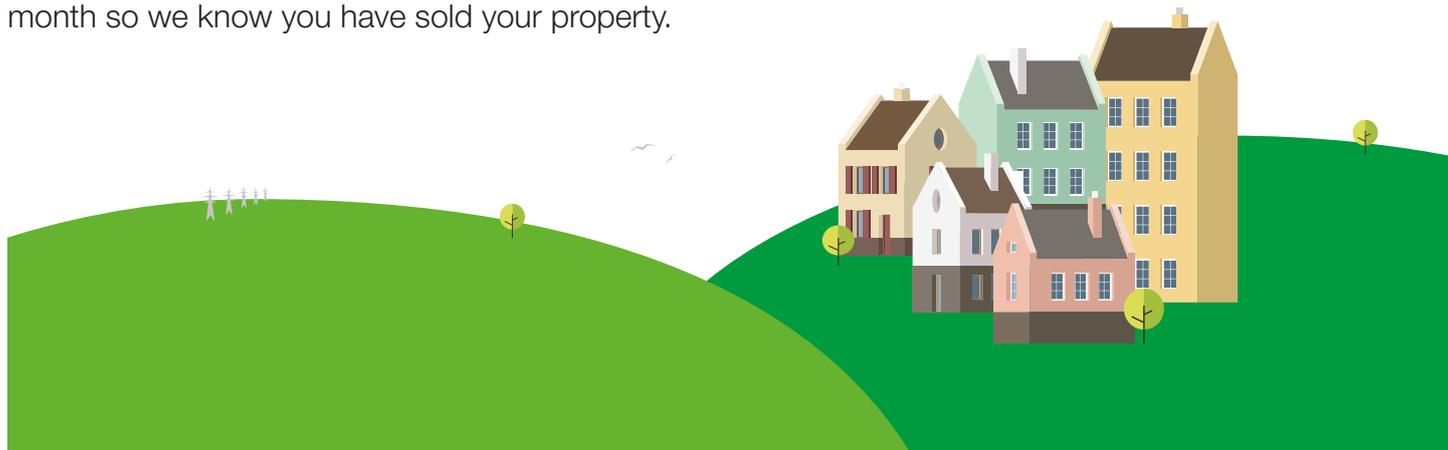
Windows and External Doors

Your lease explains the parts of the building which are our responsibility to maintain and replace, including outside doors, windows and windows frames. You are responsible for painting and maintaining the woodwork in your flat and broken window pane would be your responsibility to replace.

You have to repair or replace fixtures and fittings inside your flat. If you want to replace windows and external doors in your flat you must get our written consent first.

Selling

If you sell your property (or transfer it to someone else) you must tell the new owner they must sign a 'Deed of Covenant' or a Transfer Notice. This means they promise to observe all the lease conditions and you must send it to us within one month so we know you have sold your property.



Schedules

There are a number of “schedules” in a lease which are chapters covering covenants relating to certain areas. The number and order of these schedules may vary in your lease but these areas will be covered.

Restrictions imposed

This gives details on property use and expected behaviour. There may be covenants specific to your scheme but standard expected covenants would include:

- Only using the property as a dwelling
- Not using the property for immoral or illegal purposes
- Not using the property for trade or business
- Not causing nuisance, annoyance or damage or allowing it to be caused
- Not allowing anything that invalidates the building insurance
- Not allowing oil, grease, poisonous or corrosive matter to be discharged into the drains or sewer
- Not causing noise nuisance between 11pm and 7am or allowing it to be caused

Easements, rights and privileges

This explains your rights to use communal areas of the building and estate including:

- Use of the main entrance, staircases, lifts, dustbins, forecourts, paths and communal gardens at any time
- The right to have water, gas, electricity and waste pipes connected to your flat from the mains pipes, wires and cables to or in your building
- The right for the structure of your flat to continue to be supported and protected by the other flats and the rest of the building

Exceptions and reservations

This explains our rights, as freeholder of the flat, building and estate including:

- Access rights for contractors or agents to carry out works on our behalf (notice rules will apply)
- Access rights to use the communal areas
- Allowing us to lay, erect or construct under, over or through the demised premises sewers, drains, cables, pipes wires or other work for drainage or supply of gas, electricity or water to other properties within the block



Costs, Expenses, Outgoings and matters the leaseholder has to contribute to

This explains our expenses and outgoings for which you pay a share of through the service charges, including:

- Buildings Insurance – we must insure the premises, but this does not include contents insurance
- Maintenance and upkeep of the building structure, communal services and areas
- Cleaning and lighting of communal areas
- Rates, taxes and outgoings (if any) to maintain paths, gardens and forecourts not maintained by public expense (e.g. by the Local Authority)
- All costs and expenditure we incur for services and facilities provided in the building and Estate

This schedule also tells you:

- The method of apportionment e.g. by bed space or number of properties in the block
- The “financial year” payment is due e.g. April - March
- That monthly payments are due in advance
- When and by whom the accounts are audited
- Balance arrangements at the end of yearly accounts

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If you have any enquiry relating to your lease please contact the Leasehold team on **0300 123 1 567** or via email to **leasehold.advice@radian.co.uk**



Glossary

The following specialist terms may appear in your lease or are specific to Leasehold Management:

Actual costs	Money actually spent on services or works on the estate (also see 'Certificate of costs' and 'Estimates')
Advance payment	Monies you must pay for service charges before Actual costs calculated and certified costs issued (also see 'Estimates' and 'Interim payments')
Alterations	Structural work needed from refurbishments or improvements you want to make to the inside your property. You cannot alter anything on the outside of your property.
Building	The building that contains your flat is shown on the plan attached to your lease
Certificate of costs	The official statement showing total service charge expenditure in a given year (also see 'Actual costs')
Commencement date	The date the lease first commenced; this is the original purchase date
Communal area	Part of the building and/or estate that all residents may use (e.g. hallways, stairs, lifts)
Covenant	A legal agreement that says someone must or must not do something; a lease uses this for a particular responsibility or duty. By signing the lease you agree to abide by the covenants.
Deed	A legal document containing a contract/legal agreement
Demised premises	What you have purchased will be outlined in various colours on the plan attached to your lease. Generally the plan will show the following areas: <ul style="list-style-type: none"> • Property edged in red • Estate edged in blue • Sheds edged in green • Shared areas in brown
Details of your flat	Your lease shows location within the building (e.g. ground floor), number of bedrooms, flat number, estate name (if any) and road name
Discount	The amount of discount (if applicable) received by the original leaseholder under the Right to Buy
Easement right	The right to cross or use land for a specific purpose; for example, the right to pass underground services under a neighbour's land
Estate	The area around your building all residents may use shown on the plan attached to your lease
Estimated charge	Costs of service charges worked out in advance and referred to in the lease as estimated/advance/interim costs. The invoice issued for these is called 'the Estimate' The lease gives us the right to ask you to pay estimated costs of works or services before final charges are known. If the actual cost is more than the estimate you must pay the difference and if it is less than the estimate we will credit your account.
Fixtures and fittings	These include permanent fittings such as sinks, washbasins, baths, toilets, fitted kitchens, bathroom door handles etc.
Forfeiture	If you do not meet the conditions of your lease we can apply to the Court to end the lease and repossess your flat; this is called forfeiture
Freehold	Owning land or property and having the legal right to manage it and charge others for using it
Ground rent	The fixed amount payable once a year at the start of the financial year
Improvement	Works that provide something completely new such as installation of a lift where there wasn't one before
Interim payment	Payment required before we issue final accounts (see 'Estimates')
Landlord	The freeholder of the property (e.g. Swaythling Housing Association Ltd, Drum Housing Association Ltd)

Land Registry	A Government Agency that holds ownership records of all registered properties in England & Wales
Lease	A legal contract between leaseholder and Landlord
Leaseholder	Someone who has the right to own their flat for the term of the lease providing the lease conditions are kept
Length of term	The number of years you own your flat (in some cases you may have the right to extend the lease); this is usually 125 years for Leasehold and 99 years for Shared Ownership.
Major Works	If we carry out Major Works on your building or Estate we will send you a separate invoice if the costs are above £250 and consult you before the works are carried out
Mortgage	A loan secured on a property recorded against that property at the Land Registry
Notice of charge	Notice to be sent within one month of taking out a mortgage/loan on the property (if required in the lease terms); you will be charged for our legal costs
Notice of transfer	The Notice must be sent within one month if you sell or give your property to someone else
Purchase price	The price paid by the first leaseholder
Section 146 Notice	If the lease conditions are not kept we can issue a Notice under section 146 of the Law and Property Act 1925 which must state: <ul style="list-style-type: none"> • How you have broken the lease • What you must do to put things right • What it has cost to produce and serve the notice
Service Charges	The amount you must pay each year for works and services we provide to your building and/or estate. In some leases this can be referred to as 'further and additional rent'
Statutory right	A legal right under an Act of Parliament; there are a number of Acts which cover Leasehold matters
Structural fault	A defect in the way a building was constructed
Sublet	To rent your property (or part of it) to someone else
Tenant	The name of the first leaseholder of your flat will be shown on your lease and assigned thereafter with each sale or transfer
Term	The length of your lease; in some cases you may have the right to extend this
Termination date	The date the lease ends

