



Leaseholder Handbook

Leaseholder information



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Leaseholder information

Welcome to the Radian Leaseholder Handbook. This is one of several booklets that make up your handbook, which provides useful information about us and our services.

Our handbook is designed to give you general advice, so if you can't find the information you need, please give us a call. Our Customer Services team are there to help you. Alternatively you can look on our website, or you can fill in and return the freepost postcard enclosed with your handbook pack.

Contact details

Customer Service Centre: **0300 123 1567** (9am–5pm)

Out-of-hours: **0800 783 8937**

Text phone number: **07764 309062**

Email: **radiandirect@radian.co.uk**

www.radian.co.uk

Full details of all Radian offices are in the Background Information booklet.



Getting involved – answering your questions.

We want residents to be at the heart of everything we do. It is really important that our residents directly influence our work to improve services. So, if we manage your home, or simply provide a service for you, like cutting the grass in the communal areas, you can have a say in what we do.

This handbook is for guidance only and does not form part of your leasehold agreement, which is a legal document.



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About residents' photos



Some of the photos published in this booklet are entries from our recent Radian Residents Photo Competition.



Photographer: Mollie Clothier

If you do not have some of the information referred to in this booklet and would like to receive a copy, you can fill in and return the freepost postcard enclosed with your handbook pack, or call Customer Services, or visit our website **www.radian.co.uk**

For information about having this or any of our documents translated, please contact us. We also use language line for telephone translations. On request we can also provide you with a version in large type or on audio tape.

There are a number of ways you may have bought your home, as Radian has run many home ownership schemes during the years it has been developing and managing Social Housing. This guide is intended to give you some of the information that you need and may apply to you whichever scheme you bought your home through and whether it is a flat or a house and whether we own the Freehold or another person or company does.

For example you may have acquired your home from us through:

- Right to Buy or Preserved Right to Buy
- Right to Acquire
- Conventional Shared Ownership
- Do It Yourself Shared Ownership (DIYSO)
- Leasehold Scheme for the Elderly
- IFS – Improvement for Sale
- Key Worker Schemes
- HomeBuy

If you have bought your property from a previous owner not direct from us then this is known as a 'Resale'.

This guide is intended for general information and the terms of the Lease will differ from scheme to scheme and depending on when the property was first developed.

If there are any areas that you need particular help on then please contact our Customer Services Team or, of course, discuss this with your conveyancer or Citizens Advice Bureau.

Some jargon translated

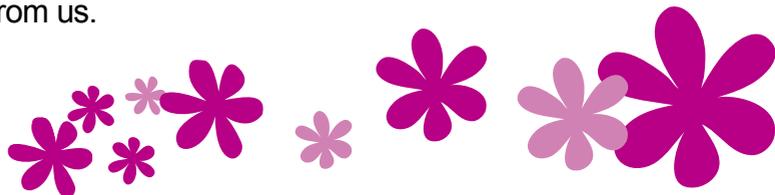
Here are some terms you may come across in your lease:

- **Assignment or Transfer** – is a resale or transfer of your lease.
- **Common Parts** – this is a term much used in leases. It relates to those areas of a block or a building or an **estate** that are used in common with other residents, for example, the main entrance way and internal stairs in a block of flats and gardens, car parks and play areas on an **estate** of houses and flats. The cost of repairing, maintaining and renewing **common parts** will usually form part of the **Service Charge** for which you pay a share.



- **Consent** – usually means our prior consent and it must be in writing. Do not rely on a telephone conversation.
- **Covenant** – a legally binding promise to do or not to do something.
- **Demised Premises** – the property you own under the lease, such as the flat, any garden area, sheds and storage.
- **Enfranchisement** – the legal right to join with other Leaseholders to buy the freehold of your building from your Landlord. You must be 100% owner to qualify.
- **Estate** – the area marked out in your lease, towards which you may need to pay a charge.
- **Equity** – this is the term given to the legal ownership of the property when it is shared, so for example if you have a 50% Shared Ownership lease you own 50% of the equity and we own the other 50%. If you staircase you are going to buy successive shares in the 'equity'.
- **Financial Year** – from 1 April to 31 March the following year, unless stated otherwise in your lease.
- **Forfeit** – the legal term given for our ability to take the lease away from you in the event of severe default and only after an Order has been made in the Court.
- **Forfeiture** – the ability of a Landlord to take away the legal ownership of your lease without any financial compensation, but only in the event of serious and persistent arrears or other breaches and only after a Court Hearing and after we have exhausted all other ways of trying to resolve the problem with you. This is seen very much as a last resort and rarely exercised by us.
- **Freehold** – outright ownership not limited in time.
- **Ground rent** – the payment of rent you need to make to us under the terms of the lease.
- **Landlord, Lessor or Freeholder** – that's us, even if you bought from the local authority.
- **Leasehold** – ownership limited by time 125 years for a Right to Buy and typically 99 years for a Shared Ownership.

- **Lessor's Property** – includes the buildings and grounds we own such as garages, gardens, sheds, bin-stores etc.
- **Major Works** – works other than day to day maintenance that we propose to carry out to the building for which we will need to carry out statutory consultation with you. Typically this could be replacement of windows or the installation of a new roof where the cost to an individual service charge payer will be in excess of £250 including VAT.
- **Qualifying Long Term Agreement** – an agreement that we may enter into as Landlord and manager of the building for the delivery of services or the carrying out of works for a period fixed in excess of a year and where an individual contribution from a service charge payer is in excess of £100 including VAT.
- **Quiet Enjoyment** – it is the Landlord's duty to give you ownership and enjoyment of your leasehold property without interference from us.
- **Recognised Residents' Association** – this is an association of residents, tenants and leaseholders the existence of which we have recognised in writing. It does not need to be a company or other formal body.
- **Service Charge** – your share of the costs for repairs, maintenance, insurance and other services carried out for leaseholders and tenants jointly.
- **Specified Rent** – the payment of rent you need to make to us in respect of a Shared Ownership Homebuy lease which is calculated by reference to the share of the equity in the home that you do not yet own.
- **Tenant, Lessee or Leaseholder** – the owner of the lease.
- **Term** – the original length of time granted in the lease.
- **The Building** – the entire block in which your home is located.
- **TSA** – the regulators of Social Housing which took over from the Housing Corporation on 1st April 2010.



Your lease

This is the document that sets out the detail of your home ownership and the rights and responsibilities of you as the leaseholder and us as the landlord.

If you do not have a copy of your lease from when you bought your home, we may be able to supply you with a copy or it can be obtained on line from the Land Registry at www.landreg.gov.uk. A fee will be charged for this.

The important areas of your lease are:

The term

This is how many years left you have to run from the original term of years that was granted, usually 99 or 125 years. In certain cases it may be possible to extend the number of years left on your lease and for more information about this see 'Extending your lease' (page 20) and 'Purchasing the freehold' (page 21).

Who owns what?

The technical term for this is 'demise' or 'demised premises'. In the case of a leasehold house (usually Shared Ownership or HomeBuy) your lease will include all your house and your garden. In the case of a flat forming part of a block, we as landlords will own the block, the main building and the common parts. Your ownership relates to the internal parts of the flat and any garden or sheds if included in your lease only, but you will be required to contribute to your building and the common parts, for more information see 'Service charges' (pages 8 and 14).



Photographer: Cathleen Caudrelier

Rent

This will either be a ground rent of £10 per annum, or in the case of a Shared Ownership lease, a Specified Rent. Your Specified Rent will be calculated by reference to the percentage of equity or share that you have in your property. Your Specified Rent will be reviewed each year by reference to a formula set out in your lease and usually linked to a published index of inflation such as the Retail Prices Index. The review formula will vary according to when your lease was first sold and whether, for example, our regulator requires us to review rents in a certain way to keep the cost of your home affordable.

Service charges

This is a contribution you will make whether you own a house or a flat to other outgoings. In the case of a house these will usually be limited to administration charges and insurance and if your house forms part of a larger estate, you may be required to contribute to the common parts on that estate such as private access road. In the case of a flat you will be required to pay a contribution to maintenance of common parts, internal and external, landscaping and gardening, private access roads etc. See 'Service charges' (page 14).

We send you details of your service charge costs each year at least 30 days before they are due.



Photographer: Mollie Clothier



How to pay service charges

We send you a bill before the start of the financial year (1st April) and you should pay it as directed in your Lease.

You can pay your services charge:

- By visiting your local office (we accept cash, credit or debit card or cheques*).
- By post (please do not send cash in the post).
- By bank giro credit.
- Using our Rent/Service Charge payment card.
- By calling our Customer Services team during opening hours, using a credit or debit card.
- By bank standing order.
- By direct debit**.
- Via our website.

* Please make cheques payable to Radian and write your name and address on the back, or use our rent/service charge payment card.

** For a copy of the form, please contact Customer Services.

Other outgoings

You will also be responsible for organising and paying for such things as:

- Contents insurance.
- Gas, water and electricity charges.
- Council tax.
- Telephone.
- Cable/satellite television.

This is not an exhaustive list – the outgoings will depend upon the particular property and what services you choose.



Photographer: Benjamin David



Repairs – who is responsible for what?

For leasehold houses all the repairing responsibilities will be yours even if you are a shared owner and do not own 100% of the equity (legal interest) of your home.

With a flat we as the landlord (either alone or jointly with other landlords if your building is part of a larger estate), are responsible for:

- The main structure.
- Common parts, internal and external.

You will be responsible for:

- Internal decorating and repair.
- Replacing lost or damaged keys.
- Changing the locks to the door leading directly to your home.
- Replacing fuses, light bulbs, fluorescent tubes and starters in your home.
- Keeping your home free from pests.
- Maintaining any fittings and appliances you have provided yourself, such as washing machines, showers and kitchen and bathroom units.

- Replacing any broken or cracked glass in your windows (if this happened accidentally or after an attempted burglary, you may be able to claim for the repairs from the building insurance).
- Repairing any leaks or damage to water pipes beyond the stopcock.
- Repairing or replacing individual water storage tank(s).
- Clearing the drain/waste pipe to a blocked toilet, sink, bath or basin.

The exact details may vary from lease to lease and so you need to check to see what your lease says.



Photographer: Paul Bushnell



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Reporting a repair on the estate or in the common parts of your building

We aim to repair faults as efficiently as possible. If you discover a fault that is our responsibility, please contact us as soon as possible.

Repair response times are:

- Critical repairs within 4 hours.
- Emergency work within 24 hours.
- Urgent work within 7 calendar days.
- Essential non-urgent work within 14 calendar days.
- Routine work within 31 calendar days.

Please contact our Customer Services team if you have any questions.

Planned maintenance

We run an ongoing planned maintenance programme for building repairs and maintenance. We will keep you informed of any planned work ahead.

In providing a planned maintenance service we:

- use trusted, fully trained contractors, who work to our strict code of conduct
- aim to get the job done on time and with minimum disruption
- use good quality, cost effective, well designed materials.



Photographer: Sue Conway

Insurance

In the case of flats and Shared Ownership/HomeBuy leases, we as landlord will usually be responsible for maintaining the insurance of your home and the building. In the case of freehold houses that are 100% owned then the responsibility for insurance passes to you. In all cases you need to arrange contents insurance to cover your possessions.

Making a claim

For leaseholders of houses and flats only (not freeholders). If there is an emergency, or the building is damaged, make sure you follow the correct procedure:

- Contact our Customer Services team as soon as possible.
- All claims must be notified as soon as possible.
- If it is not an emergency, starting work before your claim is approved may affect your settlement.

There is an excess on our insurance policy. This means the insurers will only meet the costs above certain levels. These levels are normally stated in the Policy Summary.

We do not maintain any contents insurance and that is a matter for you to arrange.

Other leaseholder responsibilities

These will vary from scheme to scheme, but usually will include:

Not to make alterations without our prior knowledge and consent, which must be given to you in writing after we have had a chance to consider the work that you wish to carry out. We will usually require you to pay a fee to help defray the cost of us considering

your application, looking at your plans, making comments and carrying out inspections. Some works will always be automatically refused such as making structural alterations.

Talk to our Customer Services Team about this.



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Estate Management matters such as:

- **Considerate parking:** Please park carefully with consideration for residents and emergency vehicle access.

We have some lock-up garages for a weekly long-term rent. Garages are for vehicles only and we do not insure contents! Please contact Customer Services for more details.

- **Communal areas:** Where we do not provide cleaning services, you are responsible for keeping the area clean. A cleaning rota is often the best solution.
- **Refuse:** Please do not dispose of large items in communal areas – your local authority may provide a collection service. If we have to remove these items, we will recharge the costs to you. Please always bag up your domestic refuse and dispose in the correct communal bin.
- **Access to hallways and stairways:** Please do not block hallways and stairs with any items.

- **Smoking:** There is a no smoking rule applying to all enclosed communal areas.
- **Pests:** You are responsible for dealing with any pests (mice, wasps etc.) inside your home at your own expense. Please contact your local authority or a good pest control firm. They will charge you for this service.

If there are pests in a communal or shared part of the property, please contact Customer Services.
- Not to commit or permit anti-social behaviour (see page 24)



Service charges

Consulting you about service charges

This is a brief summary of the process that applies if your lease provides that you pay a variable Service charge. That means that the charge varies according to how much the works or services cost, and is not a set amount.

Consulting you on qualifying long term agreements

Where we are planning to enter into a contract for more than 12 months to provide a service or do works that will cost you more than £100 including VAT per year we will consult you first. This will apply to a contract for such things as insurance or a partnering arrangement with a contractor for day to day repairs. Or more commonly – for cleaning and gardening services.

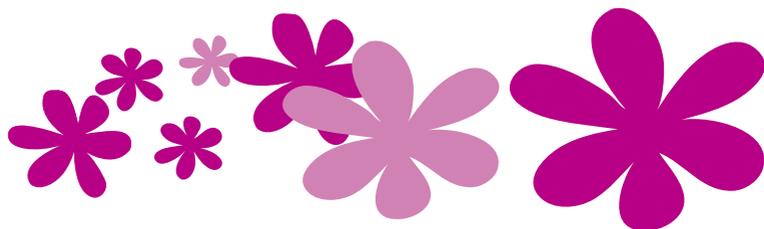
This is a summary only and for more information about all the steps involved in the consultation

process, please visit the lease website at www.lease-advice.org

We will send details to each leaseholder and to any Recognised Residents' Association and explain what is going on and where to find full details. We will:

- explain why we want to enter into the contract and give you more information about the proposed work or services
- ask for your written comments to be sent in by a set date
- give leaseholders and any Recognised Residents' Association the chance to suggest someone we should ask for an estimate for the work and we will try to obtain one estimate from them if they are suitable, in our opinion, for the contract.

The consultation period should be at least 30 days from when we send you the notice. We will consider all comments we receive within 30 days.



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Once we have at least two estimates we will:

- send you the details and a copy to the Recognised Residents' Association
- explain any relationship between Radian and a contractor
- provide an estimate of how much each service charge payer will have to pay or if that is not possible quote an hourly or daily rate applicable
- if we are appointing a Managing Agent, we will tell you whether the agent is a member of a professional body or trade association, such as the Royal Institution of Chartered Surveyors, the Association of Residential Managing Agents, or the Association of Retirement Housing Managers, and whether they subscribe to a code of practice or voluntary accreditation scheme
- tell you how long the work or agreement will last
- advise you of any comments by residents and our responses to them.

You have 30 days to give us your written response from the date this information is sent and we will consider those comments within the 30 day period.

Once we have entered into an agreement we will write to leaseholders and any Recognised Residents' Associations within 21 days, giving our reasons and details.

For further details visit www.lease-advice.org



Service charges

Consulting you on work that is not covered by a Qualifying Long Term Agreement

We will consult with you about repairs, maintenance or improvements that are not long-term but that cost over £250 including VAT per resident.

We will send a notice to each leaseholder and the secretary of the Recognised Residents' Association, which:

- describes the proposed work and tells you where details can be found
- explains the reasons for the work.

We will:

- ask for your written comments to be sent to us by a certain date
- give you and the Recognised Residents' Association the opportunity to nominate a contractor to estimate for the work.

The leaseholder (and Recognised Residents' Association) has 30 days in which to respond. We

will consider all comments made within the 30 day period.

We must then:

- get at least 2 estimates for the work
- provide at least one estimate from a contractor unconnected with us
- try to get an estimate from any suitable contractor nominated by the leaseholders or Recognised Residents' Association.

Once we have the estimates, we must give you and any Recognised Residents' Association a notice setting out:

- In respect of 2 estimates only (usually the 2 lowest) the amount specified in the estimate for the proposed works.
- A summary of your comments and our responses.
- Make estimates available for inspection.
- Invite your comments within a 30 day period.
- We will consider all the comments.



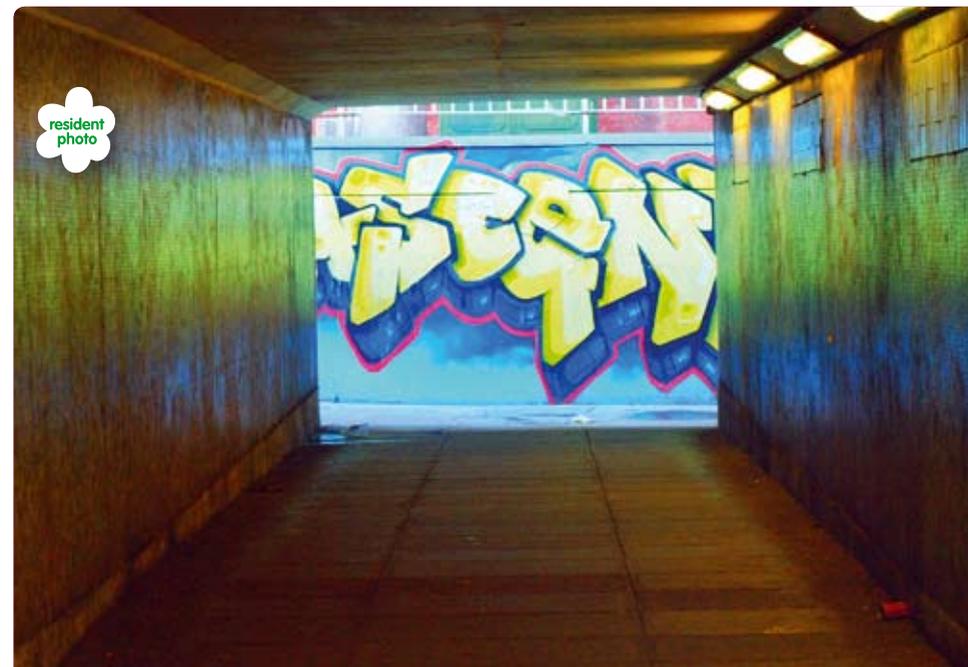
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Once we have let the contract and within 21 days of entering into that contract we will notify each resident concerned and the Recognised Residents' Association, if any, of:

- The reasons why the contract was let to the successful contractor.
- Provide a summary and response to any observations from any resident or a Recognised Residents' Association where we receive

some. We will not do this where the contract is let to a nominated person (either by a resident or Recognised Residents' Association) or the contractor submitting the lowest estimate.

Slightly different rules apply if we have to advertise the contract in the Official Journal of the European Union (OJEU). For more information about this please contact our Customer Services team.



Photographer: Sherilee Burnett





Starting work without consulting you

If urgent work, such as a leaking roof or dangerous structure, needs dealing with quickly, we may ask the Leasehold Valuation Tribunal (LVT) to let us start work before consulting you. If this happens the LVT will let you know what we are doing.

Service charge queries – call, email or write to our Customer Services team and we will do our best to resolve your query.

If we can't resolve the problem to your satisfaction, you can contact the Leasehold Advisory Service (known as 'LEASE'). They provide free advice about every aspect of leasehold law. They also offer a dispute resolution service. Alternatively you can contact the Citizens Advice Bureau (CAB) or a solicitor. Local CAB numbers and details of solicitors can be found in the Yellow Pages. Ultimately if you are not happy about a decision we make or whether a service or a charge is reasonable, then you have the right to make an application to the Residential

Property Tribunal (formerly the LVT) and you will find more information about them on page 27. If the complaint has been taken through our official complaints procedure but you are not happy with our decision you may contact the Housing Ombudsman to take the matter further.



Photographer: Sue Conway

Managing arrears

The vast majority of our residents pay their rent and service charges regularly and without any intervention.

In order to protect those who do pay from having to shoulder the costs of unpaid debts, we do operate a stringent arrears policy.

Although we are quick to recover unpaid charges, we do also offer support and advice if you are struggling to make payments:

- We will encourage you to bring your service charges and ground rent up to date before we consider options such as paying by instalments.
- We will work out what you can realistically pay and base any agreement for repaying arrears on this.
- If you cannot pay all the service charges you owe in one payment, we may be able to offer an arrangement that will be reasonable to both you and us.
- If you are having problems

repaying your service charge or other charges, please contact Customer Services as soon as possible.

We have a Customer Benefits Advisor, who can help to ensure you are getting all the benefits you are entitled to and give you advice on managing your debt. Please call Customer Services to make an appointment.

If you fall behind on payments, we will:

- After one month – we will write to you telling you how much you owe and ask you to contact us.
- After two months – we will write and/or visit you to explain that we may have to contact your mortgage lender or take legal action.
- After 3 months – we will either notify your mortgage lender or make an application to the court. Your mortgage lender will probably ask you to pay the debt immediately. If you do not, they may pay the debt to protect their

Managing arrears

interest in the property and add the cost to your mortgage. You will then have to pay interest on this sum and an administration charge.

- If no payment is received – we will take legal action to recover the debt and ultimately will ask the court for permission to end your lease. If applicable, your mortgage lender will be told and may repossess your home.

We only take legal action as a last resort, but if we do we may charge the costs to you.

If you disagree with the amount of your service charge, we can refer the matter to:

- The County Court.
- The Leasehold Valuation Tribunal (LVT).
- Arbitration.

If the amount is still unpaid after this, we will take court proceedings to seek possession of your home ('forfeiture of lease').



More information about your lease

Staircasing

This is the term that we use for the ability for Shared Ownership and Homebuy leaseholders to acquire larger shares in the ownership of their home (known as the equity percentage). Your lease will have detailed steps on how this can be achieved.

Extending your lease

If you are a 100% owner of a leasehold flat and have owned it for 2 years or more then statute gives you a right to apply to us to have 90 years added to the

remainder of your term and for your ground rent (not the service charge) to be reduced to a token amount of money for the rest of that 90 years. This is known as 'extending your lease'. There will be a price to pay for this and this is calculated by an independent valuer in accordance with a formula laid down by law. If you are interested in pursuing this then do give our Customer Services team a call and we will explain how the process works and discuss with you the valuer's fee. We will need you to pay the



valuer's fee in advance and will usually require you to pay our legal fees and expenses within the price for the grant of the lease extension.

You can find more information about this on the lease website at www.lease-advice.org

If you are not 100% owner of a flat then we still may be able to assist you with a lease extension and we will consider every case individually. Please telephone our Customer Services team for more information.

Purchasing the freehold (enfranchisement)

You may be entitled to purchase the freehold of your building however can be a long and complicated process. For more information about enfranchisement please visit the website: www.lease-advice.org or contact Customer Services.



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Selling your lease if you are a shared owner

If you are a shared owner then our consent in writing to the sale of your lease will be required. This process of selling the lease is governed by the terms of each individual lease and you will need to instruct a conveyancer to assist you in this selling and buying of your new home.

It is important that you let us know as soon as possible when you decide that you want to move so that we can help you and steer you through the procedure.

Here are some of the things that will need to be taken into account:

- The lease will usually contain a right for us to nominate a buyer and we will be looking at our waiting list to find new owners for your home.
- With Shared Ownership leases you are not able to sell at a price that is greater than the percentage you own of the market value.
- The market value may need to be the subject of a separate independent valuation for which a fee will be payable.

More information about your lease

- If we do not nominate a buyer then you are free to choose your own buyer on the open market, but it may be that we still have the ability to require you to obtain our prior approval first.
- Your buyer's mortgage lender will probably require the mortgage offer to be approved and your conveyancer will explain the procedure for this.
- Your conveyancer will require us to complete detailed information about the history of the property known as the 'Landlord's Questionnaire'.
- We will advise you of any charges that we will be making in connection with the Resale Service.
- Remember that we do not become involved in working out how Service Charges should be split if you sell your home during the course of a month and so you must make sure that all charges payable under your lease are paid up to date and arrange for any refund to be made by your buyer. Your conveyancer will help you with this.

Sub-letting your property

Some of our leases may contain a ban on sub-letting, however, if you need to let your property please check with us first.

Some of our leases may contain an absolute ban on sub-letting, (this is where you give someone exclusive possession of part of your home). If the lease allows you to sub-let on certain terms and conditions then these will usually be:

- Our prior written approval and consent.
- We will want to see the terms of the proposed tenancy.
- We will want references in respect of the sub-tenant.
- You must leave us with your forwarding address and telephone number so that we can contact you at all times.
- You will need to apply to us each time you have a new tenant, or grant a new tenancy to the same tenant.



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Please contact our Customer Services team for more detailed information, as you will certainly need our written permission.

Do not forget that you are still responsible for ensuring your tenants keep to the terms of your head lease even if you are not living in the property. It will be your responsibility to take action to put things right. **You must make sure that the obligations in your lease are covered in the tenancy agreement with your sub-tenant.**

If you let or sub-let your property for a term of less than 7 years, you have the legal obligations of a landlord and must ensure:

- Gas fittings and flues are maintained in a safe condition.
- An annual safety check is carried out by a registered Gas Safe engineer.
- Checks are made before the start of a new lease.
- The new tenant has a copy of the new safety check before they move in.
- A copy of the certificate is sent to us.

- That any managing agent you use has a clear statement within the contract explaining who is responsible for maintenance and safety check and keeping these records.

If you do not meet these obligations you may be prosecuted and fined up to £5,000 for each offence. If the case ends up at the Crown Court, the maximum penalty may be an unlimited fine and a prison sentence.

Remortgaging your property

If you own a shared-ownership lease and wish to remortgage, your new mortgage lender will usually want us to approve the mortgage offer in writing before the mortgage is completed. If you are intending to remortgage, send us a copy of your mortgage offer before you complete the mortgage so that we can deal with this for you.

If however you own 100% of the Lease you will not normally need to contact us before completing. However your Lender needs to send us a note known as a Notice of Charge or Mortgage to let us know. There is usually a fee to pay to record this on our systems.





Repayment of discount

If you have purchased your home under the Right to Buy or Right to Acquire scheme there may be an obligation to repay to us all or part of the discount that you received when you purchased it (or

possibly even if a previous owner purchased it) when you come to sell.

Let us know in advance if you are intending to sell during the first five years from when the lease was first granted.

General information

Anti social behaviour (ASB)

Is it really ASB?

There are bound to be things in our neighbourhood that annoy us, whether it is the neighbour's dog barking or children playing football in the street, but is it really anti-social behaviour?

Different things upset different people. If you experience a problem, you might start by talking it through with the neighbours or residents concerned.

A definition of anti-social behaviour (ASB) is:

“Acting in a manner that caused or was likely to cause harassment, alarm or distress to one or more persons not of the same household as them”.

When you report ASB to us through our Customer Service

Centre, we will tell you immediately whether we can deal with it, and if not, who to contact. If the problem involves criminal activity or behaviour, you should report this directly to the Police or call Crime Stoppers on 0800 555111.

Information on ASB

If you would like a copy of our ASB leaflet, which gives more detailed information you can use the freepost postcard enclosed with this pack, call Customer Services or visit the website: www.radian.co.uk .

Gas safety

If you smell gas:

- Check to see if the gas has been left on or the pilot light has gone out.
- Open doors and windows to get rid of the gas.

- Turn off the gas at the meter.
- Don't use electric switches and disable doorbells.
- Don't smoke, light matches or cigarette lighters.
- Phone the gas emergency telephone number 0800 111999 (they will ensure the area is safe but will not repair problems inside your home).

Carbon monoxide

You cannot see, smell or taste carbon monoxide – but it can kill you in minutes. About 14 people die each year in the UK because of gas appliances that have not been fitted, maintained or ventilated properly.

Symptoms of carbon monoxide poisoning (similar to flu):

- Headache, nausea, dizziness and sleepiness.

Some warning signs:

- Yellow or orange flames rather than a blue flame.
- A pilot light that often goes out.
- Soot or yellow/brown staining around a gas appliance.

If you think you have a carbon monoxide problem:

- Switch off the gas at the meter and call the gas emergency telephone number 0800 111999.

- If someone in your home is showing symptoms of carbon monoxide poisoning – switch off your gas at the meter, open windows, get them outside, seek medical advice and let us know.

How to prevent carbon monoxide poisoning

- Ensure your gas appliances are regularly serviced.
- Never block the air vents of your appliance.
- Never block the outside flue, grille or any air bricks.
- Never tamper with a gas appliance or attempt to repair it yourself.
- Never use a gas appliance you think is faulty. Ask us to check it straight away.
- Look out for yellow/orange flames, soot or staining.
- Always use a Gas Safe registered engineer to install or remove a gas cooker!
- Avoid sleeping in a room with gas appliances (gas boiler or fire).
- Fit a carbon monoxide sound-alarm (please note this is not the same as a smoke alarm).



General information

Electrical safety

The electricity supply to your home is your responsibility.

Here are some basic electrical safety points:

- Make sure you know where the mains on/off switch is.
- Use the correct fuses in plugs.
- Never touch anything electrical with wet hands.
- Never take electrical appliances into the bathroom.

If things go wrong

We aim to provide the highest standards of customer services but we know that sometimes we are not going to get it 100% right.

Information about our complaints procedure can be found on our website www.radian.co.uk

If we think that you are not carrying out your responsibilities, we will want to meet you and see how we can work together to put things right.

If the problem is arrears then see our policy on arrears on page 20.

- Do not use electrical appliances with worn cables.
- Never try to mend an electrical appliance unless it is unplugged, and you know how to.
- Always check the manufacturer's instructions.
- It may be safer to get advice from a qualified electrician.

Report any electrical problems in communal areas to our Customer Services team.

On certain occasions your lease will give us the legal authority to take action to have a problem remedied (such as a necessary repair, or anti social behaviour). You must be aware that as a last resort we may apply to the Court for a judgement, and the Court may allow us to be able to take possession of your home. This is known as forfeiture.

We will usually tell your mortgage lender about the matter because they have a financial interest in your home and will wish to be informed if their security for the loan is at risk.



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Where to go for further information

You can get more information on the leasehold system and your rights and obligations from:

The Leasehold Advisory Service (LEASE)

31 Worship Street,
London EC2A 2DX

Tel: 020 7374 5380

Fax: 020 7374 5373

Email: info@lease-advice.org

Website: www.lease-advice.org

LEASE provides free advice and guidance to leaseholders and landlords on leasehold law, including problems with service charges, the right to manage, possession proceedings, and rights to lease extensions and buying the freehold.

Department for Local Communities and Government Leasehold Reform Team

Zone 2/H10,
Eland House,
Bressenden Place,
London SW1E 5DU

Tel: 020 7944 4287

Email: leasehold.reform@communities.gov.uk

Residential Property Tribunal Service

Head Office,
Corporate Unit,
10 Alfred Place,
London WC1E 7LR

Tel: 020 7446 7756

National Helpline:
0845 600 3178

Website: www.rpts.gov.uk

Independent Housing Ombudsman Service

81 Aldwych,
London WC2B 4HN

Tel: 020 7421 3800

Fax: 020 7831 1942

Local: 08457 125 973

Minicom: 020 7404 7092

Email: ombudsman@ihos.org.uk

Website:

www.housing-ombudsman.org.uk

We hope you find this handbook useful. From time to time we may update or add information to this handbook. Updates will be put on our website.

If you are still unable to find the information you need and you have contacted us, please check your lease or talk to your solicitor.



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