

Leaseholder Handbook



Contents

Page

| | |
|--|----|
| Introduction | 3 |
| Customer Care | 3 |
| Customer Services Standards | 4 |
| Your Lease | 4 |
| Why do you need to pay Service Charges? | 4 |
| How we calculate your Service Charge | 4 |
| What is included your Service Charge | 5 |
| Understanding your Charges | 9 |
| Payment Options | 13 |
| What to do if you have problems paying your invoices | 13 |
| What if you do not agree with the charges? | 14 |
| Ad Hoc Administrative Charges | 15 |
| Major Work | 17 |
| Insurance - Buildings | 19 |
| Insurance - Contents | 19 |
| Peaceable enjoyment of your home | 20 |
| Making alterations and improvements | 20 |
| Subletting your home | 21 |
| Selling your home | 21 |
| Buying the freehold | 21 |
| Right to manage | 22 |
| Complaints & Feedback | 22 |
| Useful Contacts | 23 |

Introduction

Welcome to Southway Housing Trust (Manchester) Ltd. This handbook should tell you almost everything you need to know about being a leaseholder. If you can't find what you are looking for in this handbook please contact us.

This handbook is intended to explain your rights and responsibilities as a leaseholder in general terms that are applicable to everyone. Your lease is a legal document and sets out our responsibilities as your landlord and your responsibilities as a leaseholder.

It is important that you read your lease carefully, if there is anything in your lease that you do not understand we recommend that you take independent legal advice. If you have misplaced your lease we can provide you with a copy but we charge a fee for this. Details of our current fees and charges can be found on page 15

We hope you find the information in this handbook useful and practical. If you need this handbook in another format such as large print or a different language please do not hesitate to contact us.

If you have a question that the handbook doesn't answer, please contact us – we are here to help you.

Resident Services Team

Southway Housing Trust (Manchester) Ltd
Aspen House
825 Wilmslow Road
Manchester
M20 2SN

Tel: 0161 448 4200

Fax: 0161 448 4203

Email: residentservices@southwayhousing.co.uk

Emergency Out of Hours Contact: 0161 448 4200

www.southwayhousing.co.uk

Customer Care

Southway is committed to providing excellent customer care. We aim to ensure that our customer services are excellent and meet our customers' needs and expectations. We listen to and respect our customers, dealing with enquiries in a helpful and friendly manner. We are aware of the diversity of our customers and their differing individual requirements and try to tailor the service provided each time to the individual needs of the customer.

Our full Customer Care Policy is available on our Website or contact us on 0161 448 4200 and we can send you a copy.



Customer Services Standards

In addition to our Customer Services Standards we have specific standards that apply to Leaseholders and the service you can expect from us. These are called our **Leaseholder Promises**

- All new leaseholders will receive a leaseholders handbook within 1 month
- We will use plain English in our consultation paperwork
- We will be clear and transparent about charges and repayment options
- Service charges will be fair and clear
- We will listen, engage and consult
- We will ask for your feedback at least every 3 years via a formal survey
- We will meet our leaseholders at least once a year at an open forum
- We will review these promises annually

Your Lease

When you purchased your property under a long lease, you bought the right to live in your property for a fixed number of years. Southway retains the freehold interest and is therefore your landlord. Southway has a legal duty to enforce your obligations under the lease and also to maintain and repair the building that your home is in and all shared areas, grounds and services.

Your lease states that you must contribute towards the cost of managing and maintaining your block and the shared communal areas. These costs are called service charges and are explained in more detail in the following chapter.

As a leaseholder you are responsible for taking care of your home, keeping it in good repair and maintaining any garden area that is included in your lease. You are also responsible for the regular maintenance and repair of any gas appliances in your property.

You are required to adhere to the terms and conditions of your lease and be aware that you

require the consent of Southway prior to any alterations being made or if you wish to sublet the property. Your lease is a legally binding document and contains full details of your rights and obligations as a leaseholder. You are advised to read it carefully.

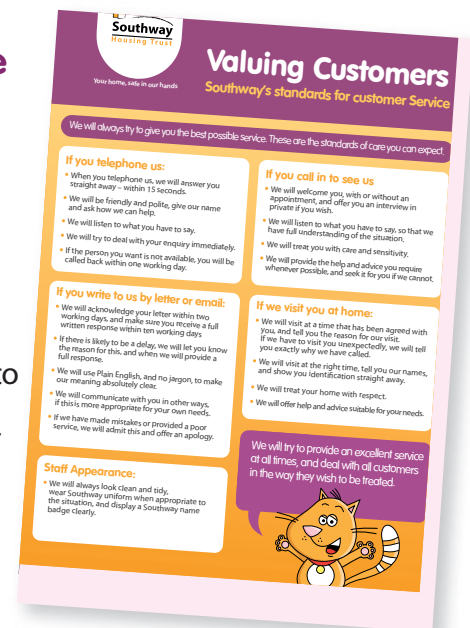
Why do you need to pay Service Charges?

The Trust has a duty to maintain its properties to a good standard. If money is not spent on maintenance your home and neighbourhood could deteriorate and fall into disrepair. This would make the area less pleasant to live in and the investment you made when you purchased the leasehold could suffer.

The amount of service charge you pay will depend on your property location, the services provided and the works required to your property. It could also depend on when you purchased the property, which could mean that a neighbour in a similar property pays service charges at a different rate to you.

How we calculate your Service Charge

We will always try to ensure that your service charges are fair and reasonable. If you purchased directly from Manchester City Council or from Southway under the Right to Buy, you will have been given a Section 125 Notice at the time of sale. We cannot charge you any more than the amount quoted on the S125 (except to allow



for inflation) for the first 5 years of your lease. This is to ensure that new leaseholders are aware of their costs and can budget during the first 5 years of ownership.

If you did not buy your property directly from Southway or Manchester City Council then you will not have received a S125 and you should ensure that the person you purchased from has passed on the service charge information. We aim to contact all Leaseholders within the first month of their purchase to explain service charges and other essential information.

If you feel that your service charge is too high, please contact the Resident Services Team and we will be happy to discuss the charges with you.

What is included your Service Charge

Your service charge is made up of several components as detailed on your service charge invoice: sinking fund, building insurance, an administration charge and for some properties a heating charge where a shared boiler is installed or a gardening charge for a shared garden.

You will be sent an estimate of charges in March each year and this will list all the services you are responsible for contributing to.

Ground Rent

As your property is leasehold you have to pay a Ground Rent to Southway who is the Landlord and retains ownership of the freehold. All leaseholders pay a Ground Rent of £10 which is due on the anniversary of the Right to Buy completion date. For ease, we charge your ground rent quarterly and collect it along with your service charges. We cannot increase this charge unless your lease specifies that we are allowed to do so.

Buildings Insurance

Southway is required to insure properties as a block rather than as an individual property, the cost of which is passed on to leaseholders. This cost is fixed for 12 months and is renewed on 26 November every year. Further information regarding the buildings insurance can be found on page 19 of this handbook.

Southway strongly recommends that you obtain your own contents insurance, see page 19 for details of the scheme Southway offers.



Fire Inspection

We are required by law to carry out fire safety inspections in all properties where there is an internal communal area. If you live in a property like this you may be required to contribute to the cost of this inspection. We are required to carry out an inspection when there is a change in the law or a significant change in the use / occupation or materials of the building or if there has been an incident at the building. In these instances we will recover the cost of the Fire Inspection from leaseholders.

Heating

If your home benefits from a shared boiler we will charge you your proportion of the costs of this boiler and any maintenance to the heating system. Costs will be based on your actual usage.

Electricity

If you share a communal area with your neighbour then the cost of communal electricity will be shared between the residents.

Caretaking & Mobile Cleaning

If we carry out any caretaking or mobile cleaning services to your block or estate we may charge you a proportion of the cost of this service.

Landscaping & Tree management

If your home is in the vicinity of a green space then you may be charged a proportion of the costs of maintaining those areas.

Grounds Maintenance

If you benefit from a communal garden which we maintain we will charge you a portion of the costs for keeping the grounds tidy.

TV Aerial

Some properties have a communal aerial on the roof; this service charge pays for the annual maintenance of that aerial.

Sinking Fund Contribution

This item of your service charge is to cover the cost of any major works that may be required to your property or the block that your property is a part of. We work out what major works are likely over the next five years and charge you an apportionment of that cost. This amount is fixed but will be reviewed every 2-5 years.

More information on the type of works covered

by the sinking fund can be found on page 18 of this handbook.

Long Term Debt

If there is not enough money in your sinking fund to cover any repair and maintenance works we have carried out, under an essential maintenance scheme, we will transfer the balance owed on the work to a Long Term Debt account. This account will allow you to pay the amount owed over 2 or 3 years interest free. If you are paying a long term debt amount and have any questions please contact us.

Cyclical Decorating

We will maintain the exterior of the building by painting it every 3 or 5 years (if required) as a leaseholder you will be required to contribute to the cost of this work. The cost for this is included in your sinking fund contribution.

Administration Charge

It is stated in the terms and conditions of your lease that Southway will charge an administration fee of 10% of your total service charge invoice. This fee is to cover our costs in managing the leasehold properties which includes preparing quarterly invoices.

Day to Day Repairs

At the end of every quarter we will work out what repairs have been carried out to the block that your property is a part of and charge you a proportion of the cost of carrying out those repairs. If you live in a block with 2 properties you will be charged 50% of the cost of repairs. If you live in a block with 4 properties you will be charged 25% of the cost of any repairs.

We will only charge you for repairs that we have actually carried out and you can question or challenge any charges.

Repairs we are responsible for carrying out are shown in the table below, these are the types of repairs we will carry out and then ask you to contribute towards the cost.

Repairs you are responsible for are repairs you must arrange to be carried out by a competent contractor. In some cases you may have to ask our permission before doing certain work. You must refer to our Improvements guide on the website before starting any work

| Nature of repair | *Our Responsibility | Your Responsibility |
|--|---------------------|---------------------|
| Repairs to mains stopcock to block/building | ✓ | |
| Repairs to mains stopcock to flat | | ✓ |
| Burst/leaking pipes up to and including mains stopcock | ✓ | |
| Burst/leaking pipes beyond stopcock | | ✓ |
| Water storage tanks communal | ✓ | |
| Water storage tanks serving flat only | | ✓ |
| Bath, basin, sink, taps, wc, and waste pipe traps | | ✓ |
| Main soil stack rain water goods Pipes and gutters | ✓ | |
| Communal windows – all parts | ✓ | |
| Flat windows – all parts | Depends on lease | Depends on lease |
| Communal doors – all parts | ✓ | |
| Flat door – front door | Depends on lease | Depends on lease |
| Repairs to cupboards in and outside flat unless Communal | | ✓ |
| Communal services including Lighting – repair <ul style="list-style-type: none"> • external, rewiring • door entry systems | ✓ | |
| Services in a flat including <ul style="list-style-type: none"> • fuses • individual fuse board • rewiring • fittings such as sockets & switches • door bells | | ✓ |
| Roof (including chimneys) | ✓ | |
| External walls | ✓ | |
| Communal plastering | ✓ | |
| Plastering inside a flat | | ✓ |
| Communal decoration | ✓ | |
| Decorating inside a flat | | ✓ |
| Communal grounds maintenance | ✓ | |
| Individual gardens | | ✓ |
| Communal tv aerials | ✓ | |
| Individual TV aerials | | ✓ |
| Gas servicing | | ✓ |
| Floor boards | | ✓ |
| Fencing | ✓ | ✓ |

*We are responsible for carrying out these repairs but will recharge you for them



If you wish to report a repair that is Southway's responsibility please contact Southway Connect on 0161 448 4200, this is a 24 hour service. You must tell the Connect Advisor that you are a leaseholder We will categorise your repair and respond within our service standards

- emergencies: we will be there within three hours
- urgent repairs: five working days
- routine repairs: ten working days
- major/non urgent repairs: forty five working days

A working day is Monday to Friday. So if you contact us on Tuesday morning, we will come to an 'urgent' job by Tuesday of the next week at the latest, because Saturday and Sunday don't count as 'working days'. For more details on repairs please visit our website www.southwayhousing.co.uk

Home Repairs Service

Our trusted handy repairs service is now available to leaseholders, with fully qualified repair professionals delivering repairs, big or small. If want us to carry out a repair you are

responsible for (see table above) please contact us at residentservices@southwayhousing.co.uk. Full terms and conditions are on our website

Gas Safety Check

Southway can service your gas boiler annually, the fee for this service will be added to your service charges if you choose to opt into this service. Please contact us for details of the current annual charge; the fee does not include parts.

If you sublet your property, as a landlord, you have a legal responsibility to ensure that any gas appliances are checked annually. More information can be found at www.hse.gov.uk/gas/domestic

Public Roads and Pavements

We will regularly carry out estate inspections to identify repairs to roads and pavements. Leaseholders are not charged for the cost of these repairs. If you want to report a repair to a road or pavement please call 0161 448 4200.

Varying your lease

Your lease specifies that Southway are responsible for the repair and maintenance of your doors and windows. If you want to take ownership of your doors and windows you will need to sign a variation of the lease. Doing this transfers responsibility for windows and doors to the leaseholder. If you want to do this please contact us. There is a charge for varying your lease see page 16. You must not change your windows or doors unless you have a variation of lease in place

We recommend you take independent legal advice before requesting any changes to your lease.

Understanding your Charges

Annual Estimate

In March each year we will send you an estimate of your charges for the year ahead. Your estimate will look like this.

Annual Estimate Sample



Resident Services Team
Southway Housing Trust
Aspen House
825 Wilmslow Road
Didsbury
MANCHESTER M20 2SN

Mrs E Example
Example Avenue
Manchester
M21 7JY

Email: residentservices@southwayhousing.co.uk

Tel: 0161 448 4200
Fax: 0161 448 4203

www.southwayhousing.co.uk

Account: Leasehold Service Charges (**Estimated**)

Reference: 012345789521 / Example Avenue, Manchester, M21 7JY

| ESTIMATE OF CHARGES APR 2014 – MAR 2015 | Annual net cost | VAT | Annual gross cost |
|--|------------------------|--------------|--------------------------|
| Grounds Maintenance | | | |
| Grounds Maintenance (including trees) | £0.00 | £0.00 | £0.00 |
| Communal Gardening | £0.00 | £0.00 | £0.00 |
| Utilities - Communal Areas | | | |
| Electricity | £0.00 | £0.00 | £0.00 |
| Gas (heating)* | £0.00 | £0.00 | £0.00 |
| <i>*please see note above on heating charges</i> | £0.00 | £0.00 | £0.00 |
| Health & Safety | | | |
| Fire Risk Assessment (FRAS) | £0.00 | £0.00 | £0.00 |
| Insurances & Other | | | |
| Building Insurance | £36.96 | £0.00 | £36.96 |
| Ground Rent | £10.00 | £0.00 | £10.00 |
| Long Term Debt | £0.00 | £0.00 | £0.00 |
| Repairs & Maintenance | | | |
| Improvements | £0.00 | £0.00 | £0.00 |
| Sinking Fund | £209.00 | £0.00 | £209.00 |
| Fees | | | |
| Management/Admin Fee | £25.60 | £0.00 | £25.60 |
| Total | £281.56 | £0.00 | £281.56 |
| Quarterly | £70.39 | £0.00 | £70.39 |

Payment terms. Payment is due each quarter on: 30 June, 30 September, 31 December & 31 March

Your estimate of service charges will also include "Service Charges - Summary of tenants' rights and obligations" and "Administration Charges-Summary of Tenants' Rights and Obligations". We have to include these documents by law and copies are also on our website

Quarterly Invoice

Each quarter we will send you an email telling you that your invoice is ready to view on line. To view the quarterly charges you will need to log into your customer account at www.southwayhousing.co.uk. You must pay your charges promptly using one of the payment methods shown on page 13. If you owe anything from other quarters you must pay that as well.

| | | |
|------------------------------------|----------------|---|
| | | Southway Housing Trust Aspen House 825 Wilmslow Road Didsbury Manchester M20 2SN |
| | | Telephone: 0161 448 4200 |
| | | Date: 28th July 2015 |
| | | Reference: <input type="text"/> |
| | | Service Charge Re: <input type="text"/> |
| <div>SERVICE CHARGE INVOICE</div> | | |
| Balance brought forward | | £29.99CR |
| | | |
| Invoice for the Quarter commencing | 1st April 2015 | |
| | | Charge Amount £ |
| Administration charge | | £21.22 |
| Buildings insurance | | £10.07 |
| Ground rent | | £2.50 |
| Heating charge | | £128.13 |
| Buildings insurance | | £9.24 |
| Capital works sinking fund | | £62.25 |
| Invoice Total | | £233.41 |
| Vat Total | | £ 0.00 |
| 1 | | |

Sinking fund Statement (Year End)

Every year we will send you a statement showing the balance on your sinking fund. This will include details of the cost of repairs you are responsible for and any essential maintenance work carried out throughout that period.

| STATEMENT OF SERVICE CHARGE ACCOUNT AS AT 31 MARCH 2014 | | | | |
|--|---------------------------------|------------------------------|--------------------------------|-------|
| Customer number | | | | |
| Property reference | | | | |
| | | | | |
| | | | | |
| | Day to day repairs fund (94160) | Capital sinking fund (94165) | Major repairs debt (92499) | |
| Balance brought forward 01 April 2013 | £0.00 | £592.09 | Balance 01 April 2013 | £0.00 |
| INVOICED | | | Current billing 2013/14 | |
| June 2013 | £0.00 | £25.00 | June 2013 | £0.00 |
| September 2013 | £0.00 | £25.00 | September 2013 | £0.00 |
| December 2013 | £0.00 | £25.00 | December 2013 | £0.00 |
| March 2014 | £0.00 | £25.00 | March 2014 | £0.00 |
| LESS: MAJOR WORKS BILLED | £0.00 | £0.00 | | £0.00 |
| LESS: REPAIRS & MAINTENANCE | | £0.00 | | |
| ADJUSTMENTS | | | | |
| Transfer between sinking funds - closing D2D balance | £0.00 | £0.00 | | |
| Transfer between sinking funds - Q1-2 D2D billings | £0.00 | £0.00 | | |
| Insufficient sinking fund balance transfer to long term debtor | | £0.00 | | £0.00 |
| Transfer to / from current arrears | | £0.00 | | £0.00 |
| Adjustments (refunds, variations etc) | | £0.00 | | |
| Balance as at 31 March 2014 | £0.00 | £692.09 | | £0.00 |



Final Account

In January of each year you will receive a final account confirming what we estimated you would pay and what you should have actually paid. If you have underpaid we will recover the money from you. If you have overpaid the overpayment will be credited to your account.



Resident Services Team
Southway Housing Trust
Aspen House
825 Wilmslow Road
Didsbury
MANCHESTER M20 2SN

Mrs E Example
Example Avenue
Manchester
M21 7JY

Email: residentservices@southwayhousing.co.uk

Tel: 0161 448 4200
Fax: 0161 448 4203

www.southwayhousing.co.uk

Account: Leasehold Service Charges (**FINAL ACCOUNT**)
Reference: 012345789521 / Example Avenue, Manchester, M21 7JY

FINAL CHARGES FOR THE PERIOD APR 2014 – MAR 2015

| | Estimated cost | Final Account |
|--|----------------|---------------|
| Grounds Maintenance | | |
| Grounds Maintenance (including trees) | £0.00 | £0.00 |
| Communal Gardening | £0.00 | £0.00 |
| Utilities - Communal Areas | | |
| Electricity | £0.00 | £0.00 |
| Gas (heating) | £0.00 | *£0.00 |
| <i>*please see note above on heating charges</i> | | |
| Health & Safety | | |
| Fire Risk Assessment (FRAS) | £0.00 | £0.00 |
| Insurances & Other | | |
| Building Insurance | £36.96 | £35.50 |
| Ground Rent | £10.00 | £10.00 |
| Long Term Debt | £0.00 | £0.00 |
| Repairs & Maintenance | | |
| Improvements | £0.00 | £0.00 |
| Sinking Fund | £0.00 | £0.00 |
| Fees | | |
| Management/Admin Fee | £4.70 | £4.55 |
| Total | £51.66 | £50.05 |
| Quarterly | £12.91 | £12.51 |

Account adjustments have already been made. A statement is enclosed for your information.

Payment Options

Each quarter we will send you an invoice requesting payment of your charges due for the quarter before. We have a range of payment options to suit your needs:

- Over the telephone by debit/credit card
- Direct Debit (weekly, monthly or quarterly). Please contact us to set this up.
- Internet Banking
- Paypoint via the Allpay card (please contact us to request a card)

The easiest way to pay is by Direct Debit. We will never amend your Direct Debit without consulting you first.

What to do if you have problems paying your invoices

Southway is here to help so, if you experience any difficulty paying your service charge invoices please contact the Resident Services Team as soon as possible. We will discuss payment options with you and in most circumstances will be able to reach an agreement to assist you through any financial difficulty.

Please do not ignore any service charge invoice as failure to act may result in final demands being issued and in extreme cases legal action may be taken.

You can also contact Step Change, www.stepchange.org or the Citizens Advice Bureau, www.manchestercab.org, for free and impartial advice.





Failure/Refusal to Pay

Your lease is a legally binding document, the terms and conditions of which clearly state that you have agreed to pay service charges to the Landlord (Southway) to manage and maintain your property and the block. Southway is unable to do this if the service charge is not paid. By failing or refusing to pay you are breaking the terms of your lease and Southway can make an application to the Court to seek a judgment against you.

In extreme circumstances the Court may decide that you are in serious breach of your lease and grant forfeiture of the lease. This means that the ownership of your flat will return to Southway. Any legal costs that Southway incurs from applying to the Courts will be passed on to you, it is therefore very important that you contact us as soon as possible if you encounter financial difficulties to sort the problem before it escalates.

What if you do not agree with the charges?

Southway always tries to ensure the charges are calculated fairly and correctly, however if you feel we have made a mistake please contact the Resident Services Team who will be happy to investigate and respond to your query.

If you want to make a formal complaint about your charges you can use Southway's Compliments and Complaints Policy to do so. The details are on page 22.

If you are not satisfied with the decision made by Southway regarding your service charge you have the right to apply to an independent Leasehold Valuation Tribunal. Both parties will be required to abide by the decision. The tribunal may charge in order to hear your case and both parties will bear their own costs.

Further information can be obtained from:

Residential Property Tribunal Service
First Floor
5 New York Street
Manchester
M1 4JB

0845 100 2614 or 0161 237 9491
www.rpts.gov.uk

Ad Hoc Administrative Charges

We charge for administration when a leaseholder requests a particular service or when we have to carry out special work because a lease has been breached (for example, through non-payment of charges). These charges will be reviewed regularly.

| Service | Fee |
|--|-------------------------|
| Consent to further advance / postponement of charge If you wish to take out a further advance on your property you must obtain our consent. We have to provide certain information to your mortgage provider and we charge a fee for this. This normally applies if you have purchased under the PRTB (Preserved Right to Buy) and are still within the 5 year repayment period. | £100.00 + legal fees |
| Consent to re-mortgage If you wish to re-mortgage you must obtain our consent. We have to provide certain information to your mortgage provider and we charge a fee for this. | £100.00 |
| Amendment to restriction Some leases contain a clause which restricts the leaseholder's ability to transfer the lease. If you intend to sell, this restriction must be lifted and the correct one applied. | £60.00 |
| Copy lease You can also obtain a copy from the Land Registry for a fee. The fee we charge covers photocopying / printing charges and staff time to retrieve the document. | £30.00 |
| Copy statement We send statements and invoices out regularly. If you lose a statement or invoice and require a copy we will charge you a fee per statement / invoice. The fee we charge covers photocopying / printing charges and staff time to retrieve the document. | £15.00 |
| Copy summary of cover for buildings insurance We send a copy of your buildings insurance out annually. If you require a duplicate we charge for each duplicate you need. | £10.00 |
| Deed of covenant Where the title requires the leaseholder to enter into a Deed of Covenant (agreeing to accept the terms of the lease), a charge to cover the cost of registering the deed and signing and sealing will be applied. | £60.00 |
| Notice of assignment / transfer of lease On completion of the resale the new purchaser will be required to pay an assignment fee to cover our cost of registering the transfer. | £60.00 |
| Notice of Charge A Notice of Charge is the notification sent to the landlord/management company providing details of any mortgages on the property. This is so that if you fail to pay ground rent or service charges we can notify the lender to request payment. | £60.00 |
| Duplicate letter / documents The fee we charge covers photocopying / printing charges and staff time to retrieve the document | £10.00 per item |

| Service | Fee |
|---|--|
| Freehold purchase / enfranchisement If you want to purchase the freehold or enfranchise we charge valuation and legal fees. These vary depending on the property. | Valuation fee & legal costs |
| Lease amendments Retrospective consent/deed of variation (excluding legal, land registry, surveyor fees). | £140.00 + legal fees |
| Pre-Sale Enquiry When you decide to sell your home we are asked to provide information regarding the property to your solicitor. The administration charge for answering these questions is payable by the current leaseholder. | £80.00 standard service – 10 working days £120.00 Express service 5 working days |
| Reference Rent or Service Charge Payments This is normally included in one of the above services such as a presale enquiry. However, if a separate reference is needed for any reason then we will charge a fee to cover photocopying / printing charges and staff time to retrieve the document / information | £25.00 |
| Request for alteration / improvements Under the terms of your lease, you must ask for permission before you make any improvements to your home. Details of improvements should be sent to us in writing, along with the non refundable fee we will then respond in writing with our decision. If you do not ask for permission and we have to inspect and / or put something right we will charge extra for this. | £25.00 +Inspection fees |
| Section 146 (forfeiture proceedings) This charge is applied when the Trust seeks forfeiture (repossession) of your lease. | £50.00 + legal fees |
| Subletting A £25.00 charge applies each time you let your property to new tenant. If you fail to notify us that you have sublet we will apply an additional £50 admin charge. | £25.00 each time +£50.00 for failure to notify |
| Failed Direct Debit A £10.00 charge applies each time a Direct Debit payment fails. | £10.00 each time |
| Missed or Late Payment A £10.00 charge applies each time a payment is missed or is late. | £10.00 each time |
| ASB / Nuisance Letters We will charge every time we have to write to you about anti social behaviour or nuisance caused by you or someone you have sublet your home to. | £15.00 every letter + Legal fees |
| ASB / Nuisance visits We will charge every time we have to visit you about anti social behaviour or nuisance caused by you or someone you have sublet your home to. | £35.00 every visit + Legal fees |
| Arrears letters (stage 2 onwards) A £10.00 charge applies each time we have to write to you about your arrears | £10.00 each time |

When are these charges payable?

In general payment is due when you request one of these services. If for any reason the costs are going to be higher than stated we will let you know before we process your request any further. If you have to instruct a solicitor you will need to pay their fees. You will also have to pay any legal fees that we incur..

How to pay?

You should make cheques payable to Southway Housing Trust (Manchester) Limited and send it to: Southway Housing Trust

Aspen House
825 Wilmslow Road
Didsbury
M20 2SN

Please put your name and address on the back of the cheque with a covering note explaining what the payment is for. Alternatively, you may pay by debit/credit card by phoning us on 0161 448 4200 or via your solicitor.

Administration charges must be reasonable.

A leaseholder can apply to the leasehold valuation tribunal to find out whether a charge for administration is fair and reasonable. The tribunal can also decide:

- how much the leaseholder has to pay
- the date on or by which they have to pay
- the way the administration charge must be paid

If you have already paid your service charges, you can still challenge them through a leasehold valuation tribunal. In fact, you are strongly advised to continue payments, even if you wish to query them.

For further information please see the Department for Communities and Local Government website, www.communities.gov.uk

Major Work

From time to time Southway will need to carry out major work on your property or to the block it is in. This may be following the result of surveys, listening to residents (both tenants and leaseholders) or where we have identified the need to undertake a major repair and improvement project. These works may include new roofs, chimneys and/or replacement windows.

It is a legal requirement for Southway to consult with leaseholders prior to the any major works being carried out. Southway does not need to consult with leaseholders where the cost of the work is less than £250 per property.

If the cost of the major works is likely to exceed £250 per property, we will write to you informing you of the proposed works and you will be invited to make written observations (within 30 days).

Full guidance on Section 20 Consultation can be found on our website.

In most circumstances the cost of Major Works will be recharged to the sinking fund. However, in those instances where there are insufficient funds we can discuss an affordable repayment plan as outlined in our leaseholder policy



What is a sinking fund?

A sinking fund is the name given to a long term savings account that homeowners contribute to every quarter through service charges. This builds up every year and should pay for any major works that are required over a period of time, such as the painting of communal areas or replacement of a roof or windows.

Why have a sinking fund?

If a sinking fund is not set up, payment for any required works are due from a homeowner on completion of the works. This can mean that homeowners will receive large bills that they need to pay. A sinking fund should allow you to spread the cost of any major works.

How do you work out how much I have to pay towards the sinking fund?

Every 2-5 years we will review the major work we think is needed to your home. Our surveyors will look at information including the life expectancy of components and determine when we may need to replace certain items. Using that information we will decide what your sinking fund contributions should be. Other factors such as independent condition surveys, works to similar properties and inflation are also taken into account.

What if no works are required?

No works are started until a qualified surveyor has inspected the property and assessed the condition. If it is deemed no works are required a reassessment will be scheduled for the following year.

Will I be consulted about any works that are required?

Yes, we are obliged to consult with you for any single item of works that will cost more than £250 per property. This will be in the form of letters that meet legal requirements. If you have any comments, wish to nominate a contractor or have a query with the costs or works you should contact us. Further information about how we consult you can be found on our website.

What happens if there is not enough money in the sinking fund to pay for the works?

We try to avoid this scenario where possible, however unexpected works do occur. You will receive formal confirmation of the final amount of works and any likely shortfall. We will pay for the contractors bill, make the contributions due for tenants, deduct the sinking fund and any amount still left will be payable by homeowners. Payment options are available depending on the amount owing and are interest free.

Who looks after my sinking funds contributions?

All contributions are held in a central bank account and accounted for separately. Interest is earned on the monies that are held and is added to the sinking fund balance every year.

I live in a mixed block of flats; do I pay for the tenants works through my sinking fund?

No, you only pay for your contribution due. If you live in a block containing 4 flats, 1 of which is owned and three tenanted the homeowner will pay a contribution of $\frac{1}{4}$ of the cost of the works. Southway would pay $\frac{3}{4}$. This is paid for through the tenants rent.

Can I take my sinking fund contributions with me when I move?

No, the contributions that you make will remain in the account and be used when works are required. You may wish to make an informal arrangement with your buyer to take this into account. A buyers solicitor will always write to us and enquire about the sinking fund balance. From experience a sinking fund will improve the saleability of a property as the repair burden on the buyer is reduced.

What do I do if I think the sinking fund contributions are too high?

If you want clarification of what you are paying you can get this from the Resident Services Team. This includes items covered, life expectancy or the balance in the account. If you are still not satisfied you will need to provide reasons why you think the charge is too high that are supported by evidence.

Insurance - Buildings

Southway provides the insurance for the building including the structure of the block where you live. We send out details of the buildings insurance every year, and to new leaseholders on the completion of the sale. If you misplace your copy we will charge you for a replacement. You have to pay the policy excess as detailed on your summary of cover. You have to pay your buildings insurance premium together with your service charge.

It is your responsibility to arrange for the insurance of the contents of your property. We do not insure the contents of your home, or personal belongings.

Contents insurance provides cover for all of the moveable items that make up your home e.g. furniture, clothing, carpets etc. This type of insurance is completely separate from the buildings insurance mentioned above. There is no obligation for you to have contents insurance, although it is wise to do so. Southway offer a contents insurance scheme and details are below

Insurance - Contents

Southway can offer leaseholders contents insurance at a special affordable rate where

premiums can be paid fortnightly or monthly by cash, monthly by direct debit or annually. Leaseholders must be living in the insured property in order to qualify. If you let your home out, you will need to ensure you have Landlord insurance and will not be eligible for this scheme.

For more information, details of current premiums or immediate cover call My Home on 0845 337 2463 or contact a member of the Residents Service Team for an information booklet and application form.



Peaceable enjoyment of your home

Under the terms and conditions of your lease you are entitled to peaceable enjoyment in your property. Your lease also states that you, anyone visiting your property or anyone you allow to stay at your property, either informally or by way of subletting must not cause a nuisance to other residents.

It is important to remember that what you do may affect your neighbours and vice versa. The following list, although not exhaustive, gives some examples of how to avoid causing a nuisance to neighbours:

- not to make unnecessary or excessive noise (particularly early morning or at night)
- to ensure that any allowed pets are kept under control at all times
- to keep any garden areas clean and free from rubbish
- not to block access to any neighbouring property who has the right of access

In most circumstances neighbour disputes can be easily resolved. If you are unable to resolve the dispute yourself, Southway will become involved and try to settle the disagreement. In extreme cases Southway may consider legal action against a party who is continually causing a nuisance. This can be costly and Southway will make every attempt to resolve the situation prior to legal action being taken.

If you are experiencing any disturbance to your peaceable enjoyment or have any concerns about nuisance neighbours, please contact the Resident Services Team on 0161 448 4200.

If you are the cause of nuisance we will take legal action and recover our legal costs from you

Making alterations and improvements

You may carry out alterations and/or improvements to your property but in most circumstances you will require consent from Southway. If permission is granted for you to carry out alterations or improvements certain conditions may be attached. This is to ensure that the work is carried out safely, by a competent contractor and to an acceptable standard. Please see our website for full guidance on carrying out improvements or alterations **BEFORE** you start work.

If you wish to carry out any alterations or improvements, please contact the Resident Services Team on 0161 448 4200 and we will provide you with all the necessary information.

Please be aware that any work carried out without the consent of Southway may render you in breach of your lease and in extreme cases we have the right to request that the property be reinstated to its original state at your cost. If you have any doubt as to whether consent is required or not, please contact the Resident Services Team for further advice.



Subletting your home

Southway has no objection to leaseholders who wish to sublet their home, however in order to do this it is a requirement of your lease that you must

- provide us with your new address and contact details
- provide us with contact details for the tenant in case emergency access is needed
- obtain a Gas Safe certificate and provide us with a copy
- Pay a £25.00 admin fee
- Complete a subletting agreement

There are many things to consider before letting your home to tenants in order to comply with legislation such as gas, electric and general health and safety. You will also be required to declare any rental income to HM Revenue & Customs. If in any doubt please seek independent advice from the relevant authority.



More information on subletting is available on our website

Please be aware that as the leaseholder you are still responsible for the payment of your service charge invoices if you sublet your property.

Selling your home

There are no restrictions on you selling your home at any time however if you sell within your discount repayment period (if you purchased using the Right to Buy or Right to Acquire), you will be required to pay back some or the entire discount awarded to you at the time of purchase.

When you have agreed a sale on your property your solicitors will ask us to sign a certificate of compliance. We will only be able to sign this document and assign the lease providing there are no service charge arrears and that there are no major breaches of lease.

Buying the freehold

Long leaseholders have the right to buy the freehold of the building if they and their building qualify. This is called enfranchisement. Once the leaseholders have purchased the freehold they will take over the management of the building and be responsible for its maintenance and insurance. We can send you an information pack on enfranchisement, please contact us.

Enfranchisement is a lengthy and complex process and you will be required to seek your own independent legal advice. In addition to purchasing the freehold you will also be required to pay our costs. You can get more advice about this from:

Leasehold Advisory Service
www.lease-advice.org

Communities & Local Government
www.communities.org.uk

Right to manage

Under the Commonhold and Leasehold Reform Act 2002, Chapter 1 part 2, leaseholders have the Right to Manage the block they live in. This right must be exercised through a private limited company specifically set up for the purpose of the Right to Manage. We can send you an information pack on the Right to Manage, please contact us.

If you wish to pursue the Right to Manage then you must obtain independent legal advice as there is a detailed legal process to follow and notices must be served.

Southway will not be able to engage with a Right to Manage claim until a limited company has been formed for this purpose alone and the appropriate notices have been served.

Complaints & Feedback

Southway is committed to providing excellent customer care. We can only do this when our customers let us know when we get it wrong and when we get it right. If you wish to give us feedback on our services you can visit our website or email us at

residentservices@southwayhousing.co.uk
or
connect2southway@southwayhousing.co.uk

Our full customer compliments and complaints policy is available on our website or contact us and we can send you a copy

Residential Property Tribunal Service

As well as applying to the Residential Property Tribunal Service for a decision over the fairness of Service or Admin charges you can also ask them to decide on a variety of other matters such as

- Changes to your lease
- Section 20 consultation (Major Work)
- The Right to Manage
- Freehold Purchases etc

There are fees associated with making an application.

For impartial advice about service charges, the Residential Property Tribunal Service or any other leasehold matter please contact LEASE, the Leasehold Advisory Service on 020 7832 2500 or visit <http://www.lease-advice.org>. Alternatively you may want to seek your own independent legal advice.

You can find information at www.justice.gov.uk/tribunals/residential-property

Useful Contacts

Lease Advice Service

Tel: 0207 832 2500

Web: www.lease-advice.org

Southway Connect

Tel: 0161 448 4200

Email: connect2southway@southwayhousing.co.uk

Resident Services Team

Tel: 0161 448 4200

Email: residentservices@southwayhousing.co.uk

My Home Contents Insurance

Tel: 0845 337 2463

Web: www.thistlemyhome.co.uk

Citizens Advice Bureau

Tel: 03444 111 222

Web: www.manchestercab.org

Step Change

Tel: 0800 138 1111

Web: www.stepchange.org



If you would like this information in another language or style please contact us.

Tel: 0161 448 4200 **Fax:** 0161 448 4334 **Textphone:** 0161 448 4349

Email: connect2southway@southwayhousing.co.uk **Web:** www.southwayhousing.co.uk

SMS: 07554 400781 (include your address and no more than 160 characters please)

للحصول على هذه المعلومات بأي لغة أو بالبرايل أو بالحروف الكبيرة أو على شريط الرجاء الإتصال برقم الهاتف الموجود أسفله.

Arabic

এই তথ্যগুলো অন্যান্য ভাষায়, ব্রেইলে, বড় অক্ষরে অথবা সিডিতে পেতে চাইলে দয়া করে নীচে দেওয়া নম্বরে টেলিফোন করুন।

Bangla

如欲索取這資料以任何語言或盲人用點字、大字印刷編制的版本或錄音帶，請致電下列號碼。

Chinese

لطفاً برای دریافت این اطلاعات به زبان های دیگر، به خط بریل (خط ویژه افراد نابینا)، چاپ درشت و یا بر روی نوار با شماره تلفن زیر تماس بگیرید.

Farsi

Pour recevoir ces informations dans d'autres langues, en Braille, en gros caractères, ou sur bande sonore, prière d'appeler le numéro de téléphone ci-dessous.

French

यदि आप यह जानकारी किसी दूसरी भाषा, ब्रैल, बड़े प्रिन्ट या टेप में चाहते हैं तो कृपया नीचे दिये गये नम्बर पर फोन कीजिए।

Hindi

بۆ بەدەست ھێنانی ئەم زانیاریانە بە ھەر زمانێک یان بە بریال، پیتی گەورە یان لەسەر شریت، ئەوا تکیە تەلەفۆن بکە بۆ ئەم ژمارەیە خوارەو.

Kurdish

که چیری تاسی دا مالومات په یو بیله ژبه باندی، یا د ږندو خلکو د پاره خاص لیک باندی، په غټو ټکو کښی یا په سی-ډی کښی بند تر لاسه کول غواړی نو بیا مهربانی وکړی او مونږ ته په لاندی ورکړی شوی تلیفون شمیره زنگ وکړی

Pushto

Si aad u hesho macluumaadkaani oo ku qoran luqad kasta, tan indhoolaha, daabacaad balaaran ama cajal ku duuban fadlan telefoonka hoos ku qoran:

Somali

Bu bilgiyi diğer dillerde, Braille olarak , büyük puntoda ya da CD de almak isterseniz lütfen aşağıdaki numarayı arayınız.

Turkish

یہ معلومات کسی بھی زبان، بریل، بڑے حروف یا ٹیپ پر حاصل کرنے کے لئے براہ کرم ذیل کے نمبر پر فون کیجئے۔

Urdu

Southway Housing Trust

Aspen House, 825 Wilmslow Road, M20 2SN

