

Homeowners' handbook

Everything you need to know about your home



For help and support

0300 123 3516

0800 916 1444

 Sanctuary
Housing

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Welcome

Welcome

We hope you enjoy your new home and settle in to your new surroundings.

This handbook provides useful information for homeowners about our services, your rights and responsibilities and how to contact us.

If you need any more information, please contact us on 0800 916 1444 on a landline or 0300 123 3516 from your mobile or via e-mail

Homeownership@sanctuary-housing.co.uk.

The handbook is a guide only and isn't a legally binding document. You should refer to your lease if you have specific questions about your home.

If there is something that you are unsure about, please contact us – we are happy to help.



Contact us

0300 123 3516 / 0800 916 1444

Homeownership@sanctuary-housing.co.uk

This handbook can be translated into other languages, large print and braille, or recorded on to audio CD. Contact us or email homeownership@sanctuary-housing.co.uk

এই তথ্য অন্যান্য ভাষায় অনুবাদ করা, বড় হরফের ছাপায় এবং ব্রেইল-এ, অথবা কানে শোনার সিডি বা টেইপ-এ রেকর্ড করা যেতে পারে। বিস্তারিত তথ্যের জন্য দয়া করে আপনার স্থানীয় অফিসের সাথে যোগাযোগ করবেন।

Te informacje mogą zostać przetłumaczone na inne języki, zapewnione w formie dużym drukiem i alfabetem Braille'a lub nagrane na płytę czy też kasetę audio. Prosimy skontaktować się ze swoim lokalnym biurem w celu uzyskania dalszych szczegółów.

આ માહિતીનો તરજૂમો બીજી ભાષાઓમાં, મોટા છાપેલા અક્ષરોમાં અને અંદાલિપિમાં અથવા ઓડિઓ CD અથવા ટેઈપ ઉપર રેકર્ડ થઈ શકે. કૃપા કરી વિગતો માટે તમારી સ્થાનિક કે લોકલ ઓફિસનો સંપર્ક કરો.

یہ معلومات دیگر زبانوں، بڑی چھپائی اور بریل میں ترجمہ کی جاسکتی ہیں یا سی ڈی یا ٹیپ پر ریکارڈ کی جاسکتی ہیں۔ تفصیلات کے لیے برائے کرم اپنے مقامی دفتر سے رابطہ کریں۔

यह जानकारी का अनुवाद और भी भाषाओं में, बड़े अक्षरों और ब्रैल या ऑडियो सी डी या टेप पर रिकॉर्डिंग किया जा सकता है।
विस्तृत जानकारी के लिये कृपया अपने स्थानीय ऑफिस से सम्पर्क कीजिये।

ਇਸ ਜਾਣਕਾਰੀ ਦਾ ਦੂਜੀਆਂ ਭਾਸ਼ਾਵਾਂ, ਵੱਡੀ ਛਪਾਈ ਅਤੇ ਬ੍ਰੈਲ ਵਿੱਚ ਅਨੁਵਾਦ ਕੀਤਾ ਜਾ ਸਕਦਾ ਹੈ ਜਾਂ ਸੁਣਨ ਵਾਲੇ ਸੀਡੀ ਜਾਂ ਟੇਪ ਤੇ ਰਿਕਾਰਡ ਕੀਤੀ ਜਾ ਸਕਦੀ ਹੈ।
ਵੇਰਵੇ ਲਈ ਕਿਰਪਾ ਕਰਕੇ ਆਪਣੇ ਸਥਾਨਿਕ ਦਫ਼ਤਰ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

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Our services to you

Who we are and what we do

Sanctuary Housing was first established in 1969. Since then, we've grown into a successful provider of housing and related services.

We currently manage over 90,000 homes throughout England and Scotland. Providing quality homes and services to all our customers is our priority.

Working with communities allows us to provide tailored services in local areas. We also have some national support services which help us provide the best possible service to our residents.

As your landlord, we aim to provide you with an excellent, customer-friendly service. We also want you to be involved in making decisions that affect your home and your community. In this handbook, we've included details about how you can give us feedback on issues that are important to you where you live.

Equality and diversity

In the communities we serve, we challenge inequality and promote diversity for all our residents. We are also committed to removing discrimination and harassment in our neighbourhoods.

Equality and diversity is an important part of our business. It enables us to develop more efficient and innovative services to respond to individual needs.

When we consider the needs of vulnerable people, we pay particular attention to the following groups (protected characteristics defined in the Equality Act 2010):

- Race
- Age
- Disability
- Gender
- Sexuality
- Religion/belief
- Gender identity
- Pregnancy and maternity
- Marriage and civil partnerships (if at work, or someone is training for work)

In addition to this, we also look at other issues such as deprivation, responsibility for dependents, criminal convictions or any other matter which may mean a person is treated unfairly.

Confidentiality and data protection

We keep records and personal information about you on our files and computer records. This information is held in line with the Data Protection Act 1998.

We may ask you to give us sensitive information about yourself, for example, disability details. If you do so, this means you agree for the information to be used to help us to provide services that meet your needs.

If you do not agree with something on your file, you can ask us to put a note on your file to say so. If you want to change information held on your file, you should request the change in writing and we will confirm what action has been taken.

We do not give out confidential information to anyone who is not part of Sanctuary without your consent. However, in some cases we have a duty to give relevant information to public bodies, such as the police.

What if you're not happy with us?

We are committed to providing first-class housing services, but there may be times when we don't get it quite right. If anything we do doesn't live up to your expectations we want to know.

We deal with all the complaints we receive quickly and effectively, and strive to learn from what you, our customer, tell us. For more information, please contact us or visit our website **www.sanctuary-housing.co.uk**.

How do I make a comment or complaint?

You can make a comment or complaint in person, by phone, by letter or by sending an email to **homeownership@sanctuary-housing.co.uk**. You can also make a complaint on our website at **www.sanctuary-housing.co.uk**.

If you prefer, you can ask a friend or relative to speak or write to us for you.

When we get things right

We also need to know when we are getting things right, if you are happy with the service you receive, please tell us.

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Your agreement with us

Your agreement with us

As a home owner, you have an individual agreement with us, unique to your property, called a 'lease' or 'transfer document'.

It is important you know the type of agreement you have with us, so you understand the services we will provide and your rights and responsibilities.

You will either be a **leaseholder** or a **freeholder**.

Am I a freeholder?

If you do not hold a written tenancy/lease agreement with us for a fixed or cyclical period you are a freeholder. As a freeholder, you own your home and any land outlined in your deed.

You may still have an agreement with us to pay for certain estate services, such as gardening. These costs are usually known as estate or service charges. For more details about this, please refer to 'Day-to-day services' and 'Service charges and rent' section of this handbook.

Am I a leaseholder?

If you hold an agreement which entitles you to exclusive possession of your property for a fixed period of time, such as 99 or 125 years, then you are a leaseholder. A lease is a legal contract which sets out the legal relationship between you, the leaseholder, and the landlord; this will usually be Sanctuary Housing. In some cases we may be the managing agent and have responsibility for management of the property on behalf of a third party.

Your lease is an important document - please read it thoroughly.

There are different types of leaseholders, which include:

Shared ownership leaseholders

A shared ownership lease is a type of lease which entitles you to live in your home as a home owner with all the associated rights and responsibilities. However, you do not own all of the shares in the property. You may only own a percentage of the property.

It may be possible to increase your share of your property (the part you own), this is known as staircasing. Contact us on 0800 916 1444 from a landline or 0300 123 3516 from your mobile or via e-mail Homeownership@sanctuary-housing.co.uk for more information.

Your lease outlines your responsibilities for repairs, as well as details of any rent and service charges.

Leases for retirement homes (older persons housing)

These are properties which have been designed and built for older persons (usually aged 55 or over). Your lease may include:

- A restriction preventing you from selling your home to anyone who is not of, or over the age shown in the lease
- Special management arrangements, such as a scheme manager.

Where the scheme is partly government funded, known as Leasehold Schemes for the Elderly (LSE), a financial assessment is required for all new homeowners. Please contact us for more information.

Leases for homes sold under Right to Buy or Right to Acquire

If you bought a Sanctuary house, flat or maisonette as part of these government schemes, your lease will cover the building, any communal areas and land in and around your home.

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Making changes

Ending your lease

By you You can end your responsibilities under the lease by selling your home. Usually, the person who buys your home will take on the lease and its terms. Sometimes they will have a new lease granted. If you are unsure about how your lease will be transferred, and want to know how to sell your home, please read the section below 'Selling your home', and contact us. We can advise you about any restrictions concerning your lease.

You should also seek independent legal advice at the earliest opportunity.

By us We can only end your lease if you break one or more of the lease conditions. If we believe that you have broken the conditions of your lease, we will write to you. We will explain how you are breaking the conditions of your lease and what you must do to put it right. If the situation continues, we may ask a court to end your lease.

The court will ask us to prove that:

- You have broken the conditions of your lease
- It is reasonable for you to lose your home as a result.

Selling your home

Shared ownership

If you are a shared owner and you want to sell your lease, **you must tell us**. Buyers must be eligible for shared ownership and they will be assessed to ensure they can afford the ongoing rent and service charges.

Remember, when you sell your home you will only get the value of your share. For example, if you own a 50% share you will collect 50% of the full value from the sale of your home (less any administration/legal fees and other money you may owe).

If you are thinking of selling your home, please contact us.

Right to Buy, Right to Acquire (or voluntary purchase grant) leases

If you bought your home under one of these schemes, you would have received a discount on the purchase price. You will need to repay that discount, or a proportion of, if you sell within a fixed period of time. For more information, please contact us.

Retirement schemes

There are special conditions in your lease for when you sell your home. This may include arrangements for valuing the property and buyers will need to evidence their eligibility and suitability for the property.

Please contact us for more information or advice about selling your home.

Administrative requirements and costs

As soon as you have agreed a sale, you should instruct a solicitor or a licensed conveyancer. The solicitor will arrange to transfer your home to your buyer. Your solicitor will ask us for certain information before the sale. Under the conditions of your lease, we are entitled to charge you a reasonable fee for providing this information.

Before you have completed the sale, your solicitor must contact us and arrange for you to complete and sign any necessary documents and settle your account with us.

We won't update our records or recognise the change of ownership until this is done. Where solicitors are involved in the sale of your home, you will usually be responsible for paying their fees too. Please contact us for details of the current fees.

Transferring your lease

Adding or removing a joint leaseholder

You can add an extra leaseholder or remove a leaseholder from the lease if all existing leaseholders agree. Please note that your service charge and/or rent account must be paid in full before we can do this. You will need permission from us and your mortgage lender in both cases.

You will also need a solicitor to deal with the transfer of the lease. This means there will be legal costs for you to pay.

If you hold a joint lease with a partner and the relationship ends, one of the partners can take on the lease. You will need our permission and the permission of your mortgage lender. We will try to help and give permission where we can. We will not give permission if we think the remaining leaseholder cannot afford to pay their mortgage, service charge and other costs, including any arrears.

If you cannot agree who should take on your lease, you must ask a court to decide.

Wills

You may be able to pass on your lease in your will, but you should be aware of any restrictions in your lease (such as a person's age).

We recommend that you take independent legal advice on what will happen to your property if you die. If you do not leave a will, the lease might not pass to the person you would like it to.

Changing the name(s) of the leaseholder

If you wish to change the name on the title register, you will need to instruct a solicitor. In order for us to update our records, you will need to provide us with proof of the change. Examples of proof may include a copy of a marriage certificate or a copy death certificate. If you have changed your name, we may also need you to provide either a letter from a responsible person, a statutory declaration or a deed. Please contact us if you have any questions about making changes to your lease.

Extending your lease (not shared owners)

Under certain circumstances you have the right to extend the terms of your lease, for example if you have owned your home for at least two years. This could add 90 years to the number left to run on the existing lease.

Costs

You will need to make sure you can meet the costs of:

- The value of the extended term you are buying
- The valuer's fees – you must pay the valuer, even if you decide not to buy the extra share
- Your solicitor's fees
- Our fees (we will give you the cost).

The conditions of the old lease will usually stay the same. If you would like to know more about extending your lease, please contact us.

We may agree to a shared owner extending their lease, but this would be an informal agreement and is not a legal entitlement.

Subletting

Can I sublet my home?

Your lease will outline if you need our permission to allow others to rent rooms in your home, or the whole property. If your lease does allow subletting (either with or without our permission), please inform us of your plans in writing before you let the property.

Leases for shared owners generally do not permit subletting.

Staircasing (for shared owners only)

If you live in your home under the shared ownership scheme but do not own all of your home, you may want to buy extra shares. This is called 'staircasing'. Your lease will give more information on staircasing, please note you may not be able to buy 100% of your home, this will depend on the terms of your lease.

Who is eligible?

Most shared owners have the right to staircase and your lease will outline the procedure for doing so.

What you need to do before applying

Estimate the current value of your home. This value will give you an idea of how much you will pay for the extra share. Local estate agents can also help you estimate the value of your home.

Check with your mortgage lender if they will increase your mortgage to allow you to buy the extra share. Or find out whether you can get a new mortgage with a different lender.

How to apply

Contact us, either in writing or over the telephone. We will then:

- Write to you to tell you we have received your formal request to staircase. When you let us know that you want to proceed and we have received your cheque for the valuation charge, we will instruct a surveyor to independently value your home. The surveyor will not include the value of improvements you have made (see improvements section)
- We will provide you with details of the valuation from the surveyor
- We will explain how long you have to buy the extra shares. Your lease sets the time limit. Most leases state three months from the date of the valuation.

You must then write to us to tell us if you will be proceeding. If you tell us you are going ahead, we will instruct our solicitors. You must also instruct yours.

Costs

Please make sure you can meet the costs of:

- The value of the extra share you are buying
- The valuer's fees – you must pay the valuer, even if you decide not to buy the extra share
- Your solicitor's fees
- Our fees.

On completion

We will reduce your rent from the day you buy the extra shares. You only pay rent on the part of your home that we own. If you buy all the remaining shares and become an outright owner of your home, you will no longer pay rent but may still need to pay ground rent and service charges.

Changing management

The right to manage – flats only (not shared owners)

As long as you meet certain conditions, you can choose to manage your block yourself with other leaseholders. You can also transfer management to another organisation, even if we have met our responsibilities.

In general, this only applies if there are two or more qualifying leaseholders within the block. The number of qualifying leaseholders must make up at least two thirds of the total number of flats in the block.

We'd encourage you to contact us before considering this. If you would like to know more about your right to manage, we suggest you get independent advice from the Leasehold Advisory Service (LEASE). Contact details can be found in the 'Useful contacts' section.

The right to enfranchise (not shared owners)

Enfranchisement means buying the freehold of the block. Qualifying leaseholders can buy the freehold of the block of flats they live in with other leaseholders. You can do this even if the freeholder or the landlord does not want to sell it. If you would like to know more about your right to enfranchise, please contact us. Further information is also available from LEASE.

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Day-to-day services

Day-to-day services we provide

Your lease agreement or service agreement sets out the services we provide and how much this will cost you. A summary of the services we may provide is listed below.

If you live in a house and have bought 100% share, you may still be required to contribute towards the cost of estate services. This may include grounds maintenance, clearing rubbish and other communal services. Your solicitor would have told you when you bought your home what services you would be asked to pay towards.

Here are some examples of the services which may be included within the service charge you pay to us. For full, accurate details, please refer to your lease:

Cleaning

A cleaning service for shared areas, such as the hallways, stairs and landings.

Grounds maintenance

This could include mowing grass, managing shrubs and trees and other planting in communal grounds or gardens.

Service contracts

Contracts for lifts, pumps, door and video-entry systems, automatic gates, TV aerials and so on.

Utilities - landlords' electricity and water supply

This could include power for door-entry phone systems, shared aerials or lighting in shared areas. Some schemes have water taps outside for homeowners, cleaners or gardeners to use.

Environmental services

Includes removing abandoned vehicles, clearing dumped rubbish, getting rid of pests and removing graffiti.

Guest room accommodation

Costs in relation to heating, lighting and cleaning the room. Also, use of the room is included within the service charge.

Intercom system and central control monitoring service

Costs in relation to running and maintaining the intercom system, and the fee for the central control monitoring service.

Buildings insurance

For most leasehold properties and shared ownership properties, we provide the buildings insurance – see section on Buildings Insurance below. **This does not cover the contents of your home.**

Parking

You only have the right to park in a specific parking space if it is included in your lease. If you have not bought a parking space, a shared parking area may be available for you to use. Spaces will then be available on a first-come first-served basis. Check your lease if you are not sure.

Scheme manager (retirement schemes only)

Costs in relation to the services of a scheme manager, such as their salary, accommodation and any office costs.

Management charges and fees

The cost of providing landlords' services to the standard set by our regulators and the Commonhold and Leasehold Reform Act 2002. These services include preparing and sending out annual accounts, dealing with leaseholders' questions and a percentage of other costs - such as office space, wages and salaries.

Audit fees

Includes the cost for auditors to check and audit the service charge statements.

Contribution to sinking fund

Your lease will say if you have to contribute to a sinking fund. For further information, please refer to the 'Service charge and rent' section in this handbook.

Building insurance

Specific arrangements about insurance are detailed in your lease. If we own the block of flats you live in or you are a shared owner, we will usually be responsible for insuring the property for any damage caused by fire, storms, and floods, etc.

As a leaseholder, you have a right to:

- A copy of the buildings insurance policy summary of cover which is available on request.
- Ask for proof that we have paid the insurance premium.

Making a claim

Details of how to make a claim are on the summary of cover, available on request. You are responsible for making a claim in respect of any damage or loss to your property. There may be an excess to pay, this would be your responsibility. There may also be time limits to apply so if you think you may have a claim, it's important to make contact with insurers as soon as possible.

Contents insurance

Buildings insurance does not cover your belongings in your home. We recommend you take out your own home contents insurance.

Freeholders

If you live in a house and own the freehold, we do not normally provide your buildings insurance. You should make your own arrangements for this.

If you have any questions about insurance, please contact us.

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Repairs and maintenance

Responsibilities

The exact responsibilities are detailed in individual leases. The information below is a guide only:

Repair responsibilities for houses and bungalows

If you live in a house or bungalow, you are generally responsible for all of the repairs to your home - regardless of whether you own part or all of the property.

This includes:

- All repairs and maintenance in your home and your garden
- Repairs to the glass in your windows and front door
- Keeping your home in good decorative order.

If you live in a newly-built property, the developer who built your home may be responsible for some repairs for a limited period of time. For more details, see the information on new homes below.

Repair responsibilities for flats

As your landlord, we are generally responsible for keeping the structure and outside of your home and block in a good state of repair. The exact details of our responsibilities will be detailed in your lease. Here are a few examples:

- The roof
- Outside walls, outside doors, window sills, window catches, sash cords, glazing putties and window frames (but often not the glass in windows), including necessary painting and decoration
- Drains, gutters and outside pipes
- Pathways, steps or other access routes
- Shared entrances, stairways, halls and passageways

- Estate and block lighting
- Lifts
- Rubbish chutes, bins or other facilities for storing rubbish
- Shared aerials.

New homes

If you live in a new home, the contractor who built the home may be responsible for some repairs for a limited time after your home was completed (usually 12 months). This is called the 'defects liability period' and we will tell you the date this period ends. It is very important that you report any faults in your property or shared areas to us as soon as possible.

At the end of the defects liability period, we will inspect your property with the contractor. We will agree what outstanding repairs (if there are any) will be the contractor's responsibility. The contractor's responsibility ends when they complete these repairs.

Structural faults

After the defects liability period has ended, you may also be able to claim the cost of repairs against the National House Builders Council (NHBC) cover, provided by the contractor. This cover is different to your buildings and contents insurance cover.

The NHBC policy covers your property for some items for ten years from the date your property was built. The full details are set out in the NHBC policy manual. If you would like a copy of this policy manual, want to make a claim, or would like more information about this, contact the NHBC direct. Contact details are provided in the 'Useful contacts' section of this handbook.

If you need advice, please contact us.

Improving or altering your home

You may need our written permission before undertaking any alterations or improvements to your home. Please refer to your individual lease. You may also need planning permission and must comply with relevant Building Regulations.

In most instances, we will approve your request and will only withhold permission if we have good reason. For example, if the alteration or improvement will:

- Make your home less safe
- Significantly increase our maintenance costs
- Break building or planning regulations
- Break the conditions of the lease.

Alterations to your home

An alteration is any change that affects the structure of your home or adds value to the property.

For structural alterations, we may need a surveyor's advice before we approve your alteration. We may also ask the surveyor to check that the work is done to a good standard, once it is complete. We will charge you for the cost of the surveyor. Of course, we will tell you beforehand how much the surveyor will charge and get your approval before the surveyor starts work.

If you make an alteration without our approval, we may ask you to put your home back to its original state.

We may charge an administration fee for granting permission.

Adapting your home

It is the homeowner's responsibility to make any aids and adaptations to their home.

Under the Disability Discrimination Act 1995 (DDA), Sanctuary has a duty to make reasonable adjustments for disabled people within communal areas. For example putting up improved signage, painting walls and doors in contrasting colours, or installing temporary ramped access.

We are not required to alter or remove any physical feature, such as widening a doorway or installing a permanent ramp.

Where we are required to make reasonable adjustments, this would be at the home owner's expense. If the adjustment is no longer needed, we may need to remove it at cost to you.

Stair lifts

Stair lifts could be considered a temporary adjustment and one which we may give permission for. We would first need to evaluate the impact on other homeowners, for example the suitability of the stair well to accommodate a stair lift.

In addition, there would be on-going costs to maintain and service the stair lift, which would not be appropriate to charge to other homeowners.

If you require a stair lift to be installed, please contact us in the first instance.

Keeping a motorised scooter

If you have a motorised scooter to help you get around, we will do all we can to provide storage. Sometimes this may not be possible due to the layout or nature of the scheme. We cannot normally allow you to store any car or scooter in the shared corridors because of health and fire safety rules.

Subject to suitable access arrangements, you may be able to store and charge smaller battery cars and scooters in your own flat. If your car or scooter is too large to store in your flat, there may be storage space available on the scheme you live in. Please contact your scheme manager for advice.

We may charge a small fee for shared storage space. If the scooter or car is also 'electrically charged' from the shared electricity supply, you will be charged. Please note: this only applies to schemes with suitable charging facilities and are subject to local agreements on usage.

Please find out the storage arrangements for this type of vehicle before you buy your home.

In all cases:

- You must ask permission
- You must have public liability insurance cover.

We will ask you to pay for the costs of any damage caused by your motorised scooter or car to the shared areas, such as corridors, doors, and carpets.

Reporting repairs

When you have a repair you need to report, please:

- Check if you are responsible for the repair by looking at the terms of your lease
- If you are not responsible, contact our Customer Services Centre (CSC) and provide as much information as possible. You will find the contact details for the CSC in the 'Useful contacts' section of this handbook.

We check a sample of repairs upon completion to ensure we maintain high quality standards. If you are unhappy about the quality of a repair, please let us know and we will investigate it.

In an emergency, you should do the following:

- Contact our Customer Service Centre, which is open 24 hours a day. You need to tell them that you are a leaseholder.
- If a contractor is sent out for an emergency, they will make the situation safe and may need to call back later to complete the repair.
- In exceptional circumstances, you may need to arrange a repair which would normally be our responsibility. We will repay the cost of the repair as long as we agree that it was an emergency and the cost is reasonable.

Emergency repairs include:

- A serious threat to health and safety, such as a gas leak or a dangerous electrical fault
- Major damage to the structure of the building
- A serious security problem
- Total loss of essential services, including water or electricity.

If you live in one of our retirement schemes and there is a Scheme Manager, they should be your first point of contact. If your scheme manager is not available or you need to report an emergency repair out-of-hours, contact our Customer Services Centre. The representative can advise the timescales for completing repairs. You will find the CSC number in the 'Useful contacts' section.

Chargeable repairs

It is your responsibility to check whether a repair is your responsibility or ours. Where we undertake a repair which is your responsibility, we will charge you.

Cyclical maintenance

We will arrange a programme of redecoration and associated minor repairs at each of our blocks of flats. This may include:

- Painting the walls of shared stairways, corridors and lounges (if appropriate)
- Re-pointing the brickwork on the outside of the building
- Repairing and replacing faulty gutters and rainwater pipes
- Painting external windows and doors
- Repairing faulty roofing
- Repairing broken boundary fences.

Consultation on major repairs

All landlords must give information about repairs if the cost to an individual leaseholder is more than the amount set out by government regulations. At the time of writing this handbook, the current amount is £250 including VAT. This is outlined in the Landlord and Tenant Act 1985 as amended by the Commonhold and Leasehold Reform Act 2002.

In these cases we will:

- Provide you with details of the work we plan to do
- Provide an estimate(s) of the costs of the work
- Ask for your comments.

Examples of major repairs include replacing the roof or resurfacing a parking area.

We may invite you to nominate a contractor, but this will depend on the nature of the works. Please contact us if you would like further details on how we do this, or refer to the Leasehold Advisory Service, which provides a good practice guide on s20 consultation.

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Antisocial behaviour

Antisocial behaviour

Antisocial behaviour can include:

- Disturbance and noise caused by music, dogs, vehicles, etc.
- Abusive behaviour
- Playing loud music
- Using DIY tools at antisocial hours
- Banging and slamming doors
- Dumping rubbish
- Blocking shared areas by storing bikes or other large items
- Breaking shared security.

How to deal with a nuisance:

- If a neighbour is causing a nuisance to you, first contact them in a reasonable way and ask them to stop. They may not be aware of the nuisance and, together, you could find a solution
- If the problem continues, contact the us for advice on what further action can be taken. There may also be other sources of advice or support you can access
- To take further action, evidence is needed. You may need to keep a diary of events, including dates and times, details of the nuisance and how it is affecting you
- If the nuisance continues and is serious, we may be able to take legal action, or you can take legal action with our support
- If legal action is necessary, you may be asked to provide evidence and/or give evidence in court.

Please note: any legal costs incurred by Sanctuary whilst dealing with nuisance, for example staff time and legal fees, may be reflected in your service charge. In some cases, we may seek to recharge an individual(s).

Dealing with unreasonable noise

We will record all complaints about unreasonable noise and will contact the person you say is responsible if we have enough evidence.

The Environmental Health Department at your local council has powers to deal with noise and some other forms of environmental nuisance. This team may take legal action against those responsible. Most councils have an out-of-hours telephone service if you are being disturbed at night and can provide helpful information leaflets.

Harassment

Harassment is deliberate and is often motivated by prejudice, such as racism or homophobia. The person harassing others will target their victims.

You must tell us if you or a member of your household becomes the victim of harassment. We may be able to help you or provide details of other agencies to contact.

We will use our powers under the tenancy/lease agreement and, where necessary, we will ask a court to end the tenancy or lease of anyone found guilty of harassment, or allowing someone in their home to harass others.

Costs for dealing with nuisance will be reflected in your management charge (for example staff time and legal fees).

Please contact the police if the person harassing you:

- Attacks you, or threatens to attack you
- Carries out or threatens any other criminal act.

You can get advice and leaflets about antisocial behaviour and harassment from us, alternatively, visit our website www.sanctuary-housing.co.uk.

If you are causing a nuisance

People who cause a nuisance may not set out to upset others and may not be aware that they are causing a problem. Please consider whether your actions may cause a nuisance to others. If you, other members of your household, or your invited visitors cause a nuisance, you will be breaking the conditions of your lease and face legal action. This could result in you being prosecuted and/or possession proceedings being taken against you.

8

Getting involved

Getting involved

We always want to improve the quality of our services. The best way we can do this is to find out what you think, listen and respond to your feedback. We really welcome your involvement.

We aim to keep you up to date in the following ways:

- Via our website **www.sanctuary-housing.co.uk**
- Through a national survey
- In Touch; half-yearly newsletter specifically addressing Homeownership issues

You can give us feedback in the following ways:

- Filling in any questionnaires about the quality of the service
- Homeowners Forum

Community action

If you would like to help improve the quality of our services, you can do the following:

- Join one of the many residents' associations or forums in your region or in your scheme. You can also set up an association of your own. Residents' associations give residents a voice to tackle local issues that are important to them. A recognised residents' association has additional legal rights – such as being involved in consultation on major works. Our officers are happy to go to meetings and listen to your views, discuss any issues you might have and tell you about activities
- Put forward your ideas to a customer panel or subcommittee in your area if available.

We are always looking at ways to involve you. If you would like more information on residents' associations, forums or customer panels in your area, please contact us.

Homeowners' Forum

We offer you the opportunity to become involved in how we are managed. We do this by having representatives on our homeowners' forum.

If you would like more information on how to become a member of our regional residents forum, please contact us.

Your opinion is important. Whether you have a little or a lot of time to give, please let us know what you think about us - good or bad.

We keep a list of those individuals who have told us that they would like to become more involved. This does not necessarily mean coming to meetings, there are other ways such as helping us over the phone or looking over documents and giving us feedback.

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Retirement schemes

Scheme manager

If you live in a retirement scheme which has a scheme manager, they would normally be your first point of contact. A scheme manager's role includes the following:

Welfare

During their normal working hours, your scheme manager is responsible for:

- Keeping in regular contact with you
- Helping to manage any emergencies
- Monitoring your welfare, which includes acting as a go-between with relatives, neighbours, doctors and other agencies
- Helping you to maintain your independence through an assessment and support planning process.

Scheme managers are not responsible for providing personal care for individuals. For example, they cannot give medication such as eye drops, or collect prescriptions or shopping. If there is a short-term problem, the scheme manager may offer practical help and they will help arrange long-term help if it is needed, such as meals on wheels, homecare or home cleaning.

Looking after the buildings

The scheme manager will:

- Look after the security of the building
- Supervise cleaning and gardening contractors
- Show you how to use the alarm call system
- Tell you how the shared facilities such as the laundry room work
- Arrange regular tests of the fire alarm system.

Repairs and maintenance

The scheme manager may:

- Pass on repairs requests to the Sanctuary's Customer Services Centre or to the homeownership officer
- Check for repair problems and check on general maintenance contracts, for example lifts and the alarm call system.

Administration

The scheme manager will:

- Keep up-to-date records
- Where appropriate, create and maintain support and service plans
- Keep records of all accidents and injuries
- Record dates of service inspections
- Keep a list of furniture and other items in the shared areas, such as curtains and pictures.

Facilities

Your scheme may include the following facilities:

Laundry

Some retirement schemes have a shared laundry facility. The scheme manager can show you how to use the machines. The cost of running the laundry including servicing and repairs, is covered by the service charge. If you have any questions, please ask your scheme manager.

Guest rooms

Many schemes have a guest room which, for a small charge, is available for your relatives or friends to use. The money received from guest room bookings goes towards the service charge account for the scheme. The scheme manager is responsible for taking guest room bookings.

Shared lounge

Some schemes feature a shared lounge, which can be used for social and leisure activities or simply as a place to chat with friends.

Please discuss any plans you have for recreational activities with your scheme manager. Any charges for the use of the shared lounge are paid into the appropriate service charge fund.

Security and master key

Although the scheme manager has a master key, they will only enter your home:

- In an emergency
- When they are invited or have written permission from you.

Please keep your front door locked at all times and do not fit extra locks without consulting your scheme manager. The scheme manager must be able to get into your in an emergency. If you fit extra locks, the master key will not open the door.

Intercom alarm system

We provide the intercom alarm system for use in an emergency to contact either the scheme manager (if he or she is on duty) or the central control monitoring service at other times.

There may be a number of call point switches in your home, usually in the hallway, living room, bedroom and bathroom. The intercom unit is usually in the hallway and in most schemes will let you talk to the scheme manager or the central control monitoring service.

If you have pull cords, please do not shorten them or tie them up as they may be out of reach if you should fall.

If you have a pendant or wrist alarm, we strongly advise you to wear it all times for your own safety.

We test the intercom alarm system periodically and any repairs are paid for from the service charge.



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Service charges and rent

Service charges

The service charge you pay depends on your lease and the costs of the services we provide to you. Examples of the services we may provide are contained in the 'day-to-day services' section of this handbook.

How we work out your service charge

In most cases, the financial year starts on 1 April and ends on 31 March the following year. Each financial year, we set a service charge budget for each block of flats, scheme or estate.

The budget is our estimate of what we expect to spend on services. The estimated service charge will vary from year to year, depending on the circumstances.

Your service charge budget shows how costs are shared in your block or estate.

At the end of the financial year, we prepare a report that shows our actual spending. This account is then checked by an independent auditor.

We will send you a copy of this document once it is approved, usually in September of the same year.

As well as detailing spending on services, the account will show (where appropriate) the money available in the sinking fund for any future planned maintenance. How much interest the sinking fund has earned that year is also included.

If we have spent more than the budget and where the lease allows, we will ask you for an extra service charge payment. Where we have money left over, we might add it to your sinking fund, carry it forward into the next year's budget or refund it to your service charge account.

If you would like to see proof of the actual service charges, you are welcome to inspect all the invoices and supporting documents we have paid for your block, scheme or estate. You can make copies of any of the documents. We may make a small charge for photocopying.

If you would like to inspect the invoices, please contact us to make arrangements.

Service charge limits (Right to Buy, Preserved Right to Buy and Right to Acquire)

If you bought your home under the Right to Buy or the Right to Acquire schemes, your charges for major work, repairs and improvements are limited for the first five full years after the day you complete the purchase of your home.

After the five-year period, we will increase the costs to the actual costs incurred for the scheme. This amount will be based on the most recently audited accounts.

Important rights for those who pay service charges

If you pay a service charge you have a number of important rights, including the right to:

- Be told beforehand about any changes to your service charge payment
- Ask to see a summary of the service charge costs for the previous financial year. You can also inspect the accounts and invoices on which the summary is based
- Receive a summary of the insurance policy for your building (Summary of cover)
- Be consulted about work, if the cost to leaseholders is more than the amount set by legislation
- Be told about service charge costs to be charged at a later date, within 18 months of the cost being spent
- Challenge your service charge at a First Tier Tribunal.

Disagreements about service charges

Tell us if you are not happy about the amount we have asked you to pay as a service charge or about the services you receive. We will investigate your concerns and give you a full response. If we agree with you, we will tell you what we are going to do to put things right.

If we cannot agree a way to sort out a disagreement, either you or we can apply to the First Tier Tribunal (FTT), contact details are at the back of this booklet. An FTT has a panel of experts, such as solicitors and surveyors, who have the power to settle disagreements about services and service charges.

Rent (shared owners only)

If you are a shared owner, we charge you rent for the share of the property we own.

Rent increases

Your lease sets out the rules for increasing rent as they differ depending on the date the lease was originally granted. We cannot increase your rent by more than the lease allows.

Ground rent

As a leaseholder, you may have to pay a yearly rent to us because we are the owner of the land your property is built on. The amount you pay is set out in your lease and may change, for example every five or ten years.

Each year, we will write to you to explain how much ground rent you will have to pay for the coming year and how to do so. It is important that you make these payments. If you fail to do so, we may take legal action against you.

If you have any questions about your ground rent, please contact us.

Sinking funds

What is a sinking fund?

A sinking fund is money which has been collected over a period of time to pay for major work to schemes or blocks. This may include cyclical decorations, replacing a roof, replacing windows or replacing a lift or parts of a lift when they wear out.

Your lease will say if and how you have to contribute to this fund. If you do, we will include this amount in your service charge.

How much should the sinking fund hold?

We work out how much the sinking fund should hold by estimating how much certain items will cost to replace at the end of their life, along with their anticipated life span.

We regularly review the sinking fund to try to make sure that there is enough to cover the costs of the work. If there is not enough money in the fund to pay for work, we will consult with you.

We collect your sinking fund contributions through your service charges and hold them in an account which gains interest. The interest is added to the fund each year. You will receive an annual service charge account at the end of the year that gives details of the balance of the fund, how much interest it has earned and money paid in and out.

When you sell your property, your buyer's solicitor will ask if there is a sinking fund to cover the cost of major one-off works. This could make your home more attractive to buyers. If you decide to sell your home, any contributions you have made will remain in the sinking fund.

Some leases stipulate that a fee is payable on sale of the property. This is known as a 'claw back'. Unless otherwise stipulated in the lease, this is usually paid into the sinking fund.

Sometimes we have to carry out major works where there is either no sinking fund, or where its insufficient. In these cases, we will still need to collect each residents share of these costs, but would need to bill owners for their share separately.

How to pay

Payment of service charges and/or rent is due in advance on a half yearly or quarterly basis or through 12 equal monthly instalments (depending on the terms of your lease or agreement). You can pay using any of the following methods:

Direct Debit

This is our recommended payment method. You can pay by Direct Debit on a date to suit you, between the 1st to the 28th of the month.

If there is a change to your rent or service charge, you will be advised and the payment amount will be amend.

To set up a Direct Debit, please call us on 0800 916 1516 or 0300 123 3579 (if you are calling from a mobile). When calling these lines select option 4.

Standing order

You can choose to pay by this method via your bank or building society on any day throughout the month.

If your rent or service charges change, you will need to contact your bank to amend your standing order payments.

To set up a Standing Order, please call us on 0800 916 1516 or 0300 123 3579 (if you are calling from a mobile). When calling these lines select option 4. Our staff will provide you with our bank details so you can set up a payment schedule with your bank.

Telephone

Payments by Visa, Delta, Mastercard, Electron, JCB, Solo card, Debit Mastercard, Maestro, UK Maestro can be taken over the telephone. You will find the numbers in the 'Useful contacts' section of this handbook. Remember to have your allpay card to hand.

Payment card

This is used to pay your rent and service charge at a post office or shops displaying the Pay Point sign. For a new card, please call the Homeownership team.

Online

You can also pay online at **www.allpay.net** or on our website **www.sanctuary-housing.co.uk**

Post

To pay by post, simply send a cheque or postal order. Please make sure you write your name, address and pay reference number on the back of the cheque. Please do not send cash in the post or put cash through our letter boxes.

Please contact our us for advice and help when setting up your method of payment.

Difficulty paying?

Under the conditions of your lease or service charge agreement, you must pay your rent (if this applies) and service charges in advance every month, quarterly or every six months (depending on the terms of your lease or agreement).

If you miss any payments, you must **contact us immediately** to tell us why. We may be able to accept payments in instalments. We can offer advice about welfare benefits that you may be able to claim to help with paying your service charges and/or rent.

If we do not hear from you and you don't pay the outstanding charges, we will contact you. We will explain what action we will take if you fail to pay your outstanding charges. Recovery action may include the following:

- Contacting your mortgage lender (if you have one)
- Making an application to the small claims court to recover the money owed
- Starting possession proceedings (in the case of shared owners) or forfeiture proceedings (in the case of leaseholders). Both could ultimately result in us asking a court to end your lease and evict you from your home. We would only do this as a last resort after all other avenues have been exhausted.

If we take any legal action, we will always ask the courts to add our legal costs to your outstanding charges.

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Frequently asked questions

What is a lease?

Your lease is the contract between you, as the leaseholder, and us. When you sign the lease or take over an existing lease, you are agreeing to certain responsibilities and so are we.

Can the lease be changed?

The lease allows for the service and charges to be changed during the period of the lease. In general, the conditions of the lease can only be changed if we both agree these or if requested by a court or First Tier Tribunal.

What if we fail to carry out our duties?

Please contact us to discuss the matter. We will do our best to sort out any issues which are brought to our attention. You can also make a complaint about us. Refer to the 'Our services' section in this handbook.

What if I fail to do what I am responsible for?

We will try to sort out the matter by contacting you to discuss the issue. We will only consider taking formal action against you if this fails. There may be times when we must take more formal action, for example if you fail to carry out a necessary repair which may affect people's health and safety or cause nuisance.

What repairs do we carry out?

Please see the 'Repairs and maintenance' section of this handbook. If you live in a block of flats, we are responsible for the outside of your property, the main structure and any shared areas and services.

If you live in a house, you are likely to be responsible for the whole property, such as the repairs to your property and services. However, we suggest you refer to your lease which outlines repair responsibilities. Please note, where we are responsible for works, you will usually be responsible for meeting the costs, usually by way of service charge payments.

How can I influence the decisions you make?

You can make suggestions at any time. You can join one of the formal consultation groups and/or respond to any surveys we carry out. We cannot always act upon suggestions made - but we promise to consider them all and to act on them wherever we can.

Do you support residents' associations and informal leaseholders' groups?

Formal and informal groups are encouraged. We work closely with groups that represent the views of local people who want to make their neighbourhoods better places to live. We will be able to tell you if there is a residents' association or informal leaseholders' group in your area.

What is covered by the building insurance?

Building insurance covers damage to the building or built in fixtures within the property caused by fire, flood, storm and some vandalism.

It does not cover repairs or items that have worn out and need replacing, faulty design, materials or workmanship. It does not cover your belongings and we recommend you take out your own home contents insurance.

Can leaseholders manage services themselves?

By law and subject to certain conditions, leaseholders can manage services themselves or appoint a managing agent if they meet certain conditions. We can tell you more or you could contact the Leasehold Advisory Centre or Advice Information and Mediation Service (AIMS).

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Useful contacts

Useful contacts

Our address	Sanctuary Housing Marybone House 2 Marybone Liverpool L3 2BY
Opening hours	Open 24 hours, seven days a week, including public holidays
Phone number	Call FREE on: 0800 916 1444 Call from your mobile on: 0300 123 3516 (calls charged at national rate)
E-mail	homeownership@sanctuary-housing.co.uk
Website	www.sanctuary-housing.co.uk
Antisocial behaviour support	Open Monday to Friday, 8am to 8pm, and Saturday, 9am to 1pm Tel: 0800 131 3348 or 0300 123 3511 Out of hours: 0800 916 1522 or 0300 123 3568 contactus@sanctuary-housing.co.uk

Reporting a repair

Open 24 hours a day, seven days a week, including public holidays

Tel: 0800 916 1525 or 0300 123 3561

Text: 07795 265 843

Typetalk/minicom: 01482 580 576

Online: using our online form (non-emergency repair only)

Email: CSC.Requests@sanctuary-housing.co.uk
(non-emergency repair only)

Other organisations

Age UK	Tel: 0800 169 2081 Email: contact@ageuk.org.uk Website: www.ageuk.org.uk
Association of Retirement Housing Managers – ARHM	Tel: 020 7463 0660 Email: enquiries@arhm.org Website: www.arhm.org
Citizens Advice Bureau – CAB	Check your local phone book for your nearest office. Tel: 08454 040506 Website: www.citizensadvice.org.uk
Gas Safe	Tel: 0800 408 5500 Website: www.gassaferegister.co.uk
National Grid Gas Emergency Helpline	Tel: 0800 111 999
Housing Ombudsman Service	Tel: 0300 111 3000 Website: www.housing-ombudsman.org.uk
The Leasehold Advisory Service	Tel: 02078 322500 Website: www.lease-advice.org
National House Builders Council NHBC	Tel: 0800 035 6422 Website: www.nhbc.co.uk
The Council of Mortgage Lenders	Tel: 0845 373 6771 Website: www.cml.org.uk

This handbook can be translated into other languages, large print and Braille, or recorded onto an audio CD. Please contact your local office for details.

Sanctuary Housing

Marybone House, 2 Marybone, Liverpool, L3 2BY

0800 913 1444 / 0300 123 3511

homeownership@sanctuary-housing.co.uk



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www.sanctuary-housing.co.uk