

Leaseholder's Handbook

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Welcome to your Homeowners Handbook

And welcome to Red Kite Community Housing. We hope you find this handbook useful.

It provides practical information on your rights and responsibilities as a homeowner with Red Kite. It includes information on the services we provide, useful contacts, laws that affect leaseholders and a general explanation of the main terms of your lease.

We use the term of 'homeowners' for our customers who are shared-owners or leaseholders. Nearly 1 in 10 of our customers are homeowners.

Homeowners have unique service needs and expectations and we want to ensure that our services are shaped and delivered with that in mind. We welcome your suggestions for additional information that you think should be included in this handbook.

Suggestions can be made by contacting us in any of the ways set out below: -

- Email: contact@redkitehousing.org.uk
- Mobile app: [Google play](#) [Apple app store](#)
- [Facebook](#)
- [Twitter](#)
- [Instagram](#)
- [You Tube](#)

You can also call us on 01494 476100

This handbook is intended to provide you with general information and guidance only, it is not intended to form any part of your contract and is not binding in any way. For your legal obligations you should refer to your lease agreement.

If you are unsure about any of the information in this document or you have a question which is not covered by this handbook, please do not hesitate to contact us. We believe in continuous improvement and we regularly review our policies and procedures to take account of new legislation and feedback from our customers.

Equality and diversity commitment

We want to work in a way that is fair to all and are committed to challenging unlawful discrimination. We will not treat a person less favourably than someone else because of their race, ethnicity, gender, marital status, sexuality, disability, age, dependants, religious belief or socio-economic circumstance.

Contact details

General enquiries Inc. service charges

01494 476100 customerservices@redkitehousing.org.uk

Report a repair (including emergency repairs)

01494 463690 repairs@redkitehousing.org.uk

Monday, Tuesday and Thursday	8.15am to 4.45pm
Wednesday	1pm to 4.45pm
Friday	8.15am to 4.15pm

Calls outside of these times will transfer to our contact centre

Service charge payments

0844 5578321 (local rate) customer.services@redkitehousing.org.uk

How to get involved

01494 476221 TP@redkitehousing.org.uk

Our address

Red Kite Community Housing
Windsor Court
Kingsmead Business Park
High Wycombe HP11 1JU

Opening hours

Monday, Tuesday, Thursday 8.45am — 5.15pm
Wednesday 1.00pm — 5.15pm
Friday 8.45am — 4.45pm

Website — www.redkitehousing.org.uk

Facebook — Red Kite Community Housing

Twitter — [@RedKiteHousing](https://twitter.com/RedKiteHousing)

Who we are

Red Kite are a tenant-led, not-for-profit, independent housing organisation with charitable rules.

All our properties were previously owned and managed by Wycombe District Council. They were transferred over to us in December 2011 and we now own and manage these homes.

As a tenant-led organisation, our residents inspire and influence the design, delivery and outcome of everything that we do. We are accountable to you. We are also registered with the Regulator of Social Housing who monitor and regulate us.

Our vision

Excellent services for you and your community

Our mission

Together, we will: -

- Provide excellent quality affordable homes to the highest standards
- Work to ensure responsive, value for money services that deliver successful outcomes and are transparent.
- Develop new and creative ways of working that respect all views, benefit communities and encourage involvement at a local level.

Our values

Together, we will:

Work in **partnership**. We will work with tenants, leaseholders, contractors, stakeholders, the wider community and staff; communicating and working in a fair and open way, building trust and mutual respect in all we do

Respect each other. We will value our tenants, leaseholders and staff and be supportive, efficient and flexible in all we do

Create **pride**. We will be innovative; creative; invest wisely and work to the highest standards, portraying excellence and pride in all we do.

Our Behaviour

Partnership: we will work with tenants, leaseholders, the wider community and staff; communicating and working in a fair and open way, building trust and mutual respect in all we do. We will: -

- Have a can-do attitude - Yes, we can!
- Be supportive - Work as a team and focus on understanding others needs
- Be flexible - Think outside the box and challenge ourselves and each other
- Be empathetic - Put ourselves in others shoes

Be honest - Be open and transparent

Respect: we will value our tenants, leaseholders and staff and be supportive, efficient and flexible in all we do. We will: -

- Listen - Show respect, understand what is being said and be willing to appreciate others views
- Be polite - Show and care for others feelings
- Be helpful -Willingness to contribute
- Be caring - Be caring and empathetic to others
- Be punctual -Arrive on time

Pride: we will be innovative, creative, invest wisely and work to the highest standards, portraying excellence and pride in all we do. We will:

- Be professional - Have trust, high standards and respect understanding each other's roles and respect each other's expertise
- Have a smart appearance -Look the part
- Be skilled - Develop the skills needed to do the job

Our Board

Our Board has overall responsibility for running Red Kite, including setting policies and directing activities. It has a duty to act in our best interests. The Board is made up of six tenants, one resident leaseholder, three council nominees and five independent people. Board members don't get paid but they can claim out of pocket expenses.

You can find out more about who our Board members are on our website at www.redkitehousing.org.uk.

We encourage all our tenants and resident leaseholders to apply to become a member of Red Kite. You are eligible to do this if you: -

- Are a tenant or resident leaseholder.
- Are 16 years of age or over.
- Are not in serious breach of your tenancy agreement or lease.
- Agree to act in the interest of the association and for the benefit of the community.

Each joint tenant can apply to be a member separately.

If you become a member you will be entitled to: -

Hold one share in Red Kite - each share is worth £1 which will be paid for you by us from a special fund
Vote on key decisions — you can protect the interest of your community and influence the direction of Red Kite

To become a member all you need to do is complete and return a membership application form which can be downloaded from our website at www.redkitehousing.org.uk or call us on 01494 476100.

Each application will be considered by the Board and you will be notified once your application has been accepted. Your details will be held on a shareholders' register and this information will be held securely and not shared with any other organisation.

Your lease explained

What is a leaseholder?

Your lease is a contract between two parties; you (the leaseholder or lessee) and us (the landlord or freeholder or lessor). The lease sets out what the parties have agreed. The wording of the lease is usually in legal language and the terms of each lease will vary.

Leasehold is a long tenancy giving you the right to occupy and use the property for a fixed period. The period, (the term) will usually be for 99 or 125 years, during which time the lease can be bought and sold. The term is fixed at its start and decreases in length year by year. Should the term expire then the property will revert to the landlord or freeholder and the leaseholder at the time will become an assured tenant.

Shared-owners and fixed-equity homeowners will also occupy their homes on a leasehold basis.

The first thing a lease will do is define the extent of your home (the demise). This usually relates to everything inside your home, including the floorboards and the plasterwork to walls and ceilings. It does not normally include the external or structural walls.

The structure of the building and the land it stands on is usually by us as and we are normally responsible for the maintenance and repair of parts of the building not included in your home.

Your responsibilities will also often include payment of a Ground Rent and a contribution to the costs of maintaining and managing the building (and any wider estate) through the service charge. The service charge may also include a sink or reserve fund. This is a fund that is built up over years to help fund the cost of any major works that your building may require, such as new windows, or replacing the roof.

We will usually be required to manage and maintain the building (and estate), collect payments from all the leaseholders and keep the accounts.

The lease will also include other terms such as a limit on your ability to carry out work, have pets or sub-let your home.

When a lease is sold to a new leaseholder, the seller transfers (or 'assigns') all the rights and responsibilities included in the lease to the purchaser.

Your lease

Your lease includes information about the following: -

- **The premises** – the property that we have sold to you.
- **The building** – where the property is within a wider building.
- **The shared parts** – the drives, entrances, forecourts, roads, pavements, shared passages, landings, lifts, communal spaces and areas linked to the building.
- **Your rights and responsibilities** - what you are entitled to and your obligations.
- **Our rights and responsibilities** - what we are entitled to and our obligations.

- **Service charges** - how we work out charges for the services we provide for leaseholders. For more details please see the section called 'The yearly service charge'.

Your responsibilities

Most leases will require you to: -

- Pay the rent and any service charge.
- Pay the insurance charge.
- Keep your home in good repair and condition – this includes the regular maintenance and servicing of services to your home, such as gas and electricity
- Allow us to come into your home to inspect its condition; if we give you reasonable notice.
- Repair any faults inside your home or carry out any work that we tell you about.
- Allow us to come into your home to carry out any works that are our responsibility.
- Give us a copy of any notice that affects your home.
- Allow other leaseholders into your property to carry out any maintenance or repairs that are needed to their property, as long as they give you reasonable notice. Their work should cause as little disturbance as possible and they must put right any damage they cause to your home.
- Only use the property as a private home.

You must not: -

- Make any structural alterations or additions to the property without our written permission beforehand.
- Cause a nuisance or a health or safety risk to us, our contractors or other people living in or visiting the building. or

Our responsibilities

We must: -

- Allow you to occupy your home without unlawful interruption (quiet enjoyment).
- Maintain, repair and decorate the structure, exterior and shared internal areas of blocks of flats, including shared drains, gutters and pipes.
- Maintain any shared services to your home to a reasonable standard and repair any machinery or installations that relate to those services. and
- Insure the building and, if necessary, restore or rebuild it.

Your lease will normally allow us to pass on a share of the costs of these responsibilities to our leaseholders as a service charge.

How long is a lease?

Leases bought under the Right to Buy and Right to Acquire schemes will run 125 years from either the date the property was sold, or the date the first property in the building was sold if that was earlier. Our shared ownership leases will also usually run for 125 years.

If you hold a shared ownership lease of a house and you eventually buy the remaining shares owned by Red Kite, the freehold of the house may be transferred to you and you will own the house without a time limit.

Extending a lease

NB: At the time of writing, any lease with less than 80 years remaining will be costlier to extend. Independent guidance on lease extensions is available from the Leasehold Advisory Service <https://www.lease-advice.org/calculator/>

A lease extension is a statutory right for homeowners that own 100% of their flat provided you meet the qualifying criteria set out below. It is not a statutory right, however, for a shared-owner to have a lease extension granted until their share is 100%.

Red Kite also operate a discretionary scheme and we will consider applications from shared owners and leaseholders excluded from the statutory right.

Qualifications to extend a lease

A leaseholder who satisfies certain conditions will have a statutory right to be granted a new lease for an additional term of 90 years at a peppercorn rent.

- the existing lease must have been originally granted for a term exceeding 21 years. There is no requirement that any period remains unexpired;
- the leaseholders need to have owned the property for two years. A leaseholder who has owned it for less does not have an automatic right to extend.

How to extend a lease

There are two routes in which you can extend the lease and you must speak with your legal advisor for the best option for you before proceeding.

- Informal - (for outright and shared-ownership leaseholders) you can request an extension from Red Kite. It may be quicker and less costly in terms of legal fees.
- Formal - (for outright leaseholders only) you will need to serve a statutory notice under Section 42 of the Leasehold Reform Act 1993.

The up-front costs involved in a lease extension will depend on the lease you currently hold and the procedure you wish to follow. All figures are approximate on a standard lease but if matters are particularly protracted further legal costs may be incurred.

It is possible for a shared-ownership lease to be extended but this is not a statutory right. You will continue to pay the rent on the unsold share in the same way.

It is essential that all leaseholders seek independent advice when extending a lease. For further information please contact our Commercial Team on 0845 3374877.

Rights as a leaseholder

Every lease will give the right to quiet occupation of the property for the length of the lease. In addition, the leaseholder has the right to expect the landlord or freeholder to maintain and repair the structure and manage the 'common parts', i.e. the parts of the building or grounds not specifically granted to the leaseholder in the lease but to which there are rights of access such as communal areas and the surrounding grounds.

Responsibilities as a leaseholder

Principally, your responsibilities as a leaseholder will be to keep the flat in good order, to pay on time a share of the costs of maintaining and running the building, to behave in an acceptable manner and not to do certain things without the landlord's consent, for example, make alterations or sub-let.

The landlord must make sure that the leaseholder complies with such responsibilities for the good of all the other leaseholders. These rights and responsibilities will be set out clearly in the lease.

Your rights

Information

The landlord must provide their name and a contact address which must be stated on every demand for service charges. Leaseholders can ask for summaries of the service charges, details of the insurance cover and have the right to inspect accounts.

Consultation on major work

The landlord cannot carry out major work, such as replacing a roof, or spend the sinking fund monies without first consulting the leaseholders.

Challenging service charges

Leaseholders can apply to the First Tier Tribunal (FTT) for a determination if they think that the service charges are unreasonable.

Buying the freehold

Groups of leaseholders, under certain conditions, can get together and purchase the freehold of the building, with the price being agreed or, if this is not possible, set by the FTT. Read more on the [Lease Advice website](#).

Changing a lease

If we want to change your lease, for example, to correct a mistake, we will need to get a court order or ask you to sign a 'Deed of Variation'.

To make changes to a large number of leases we usually will need at least 75% of the leaseholders affected to agree to the changes with no more than 10% opposing them.

The Right to Manage

The Commonhold and Leasehold Reform Act 2002 gave leaseholders the right to manage the block they live in if they met certain eligibility conditions: -

- there must be more than 21 years left on the lease
- if you have a shared-ownership or home-equity lease, then you must own 100% of your lease
- there must be at least two flats in the block
- at least three-quarters of the block must be flats
- two-thirds of the flats in the building must be owned by qualifying leaseholders
- at least half the leaseholders in the block must be part of the management company, which is a private company run under specific rules

Usually, leaseholders either set up a management company or appoint a managing agent to carry out many of the landlord's functions.

Repairs

This section aims to clarify who carries out some of the more common repairs to your property and building. This is just general advice and your lease will give specific details of your responsibilities and your obligation to contribute towards the costs of communal repairs.

Repair	Us	You
Plumbing		
Fitting a new washer to the mains stopcock to the block	X	
Repair burst, or leaking water pipe up to and including main stopcock	X	
Repair or replace water storage tank (shared tank)	X	
Clear blockages or repair leak to main soil stack, rainwater pipes and gutters	X	
Fitting a new washer to the mains stopcock inside your flat		X
Repair burst or leaking water pipe beyond the stopcock		X
Repair or replace water storage tank (individual tank to your flat)		X
Repair or replace the bath, basin, sink, taps or toilet		X
Repair to a leaking waste pipe or trap fittings		X
Electrical - In your flat		
Rewiring		X
Repair or replace the distribution board including the incoming mains supply	X	
Replacing and repairing fittings		X
Repairing individual doorbells		X
Electrical - In shared/communal areas		
Rewiring	X	
Replacing and repairing fittings	X	
Repairing the shared door-entry systems including the equipment inside flats	X	
Heating - Heating and hot water appliances		
Shared system	X	
Individual system		X
Flue liner		X
Annual servicing of the boiler in a flat or house		X
Carpentry - Flooring in shared or communal areas		
Joist and wall plates	X	
Floor boards	X	
Floor tiles	X	
Carpentry - Flooring inside your flat		
Joist and wall plates		X
Concrete floor slab		X

Floor boards		X
	Us	You
Concrete floor screed		X
Floor tiles		X
Skirting boards		X
Roof structure and covering	X	
Staircase repair		
Shared or communal areas	X	
Inside flat		X
Window frames in shared or communal areas		
Frame	X	
Sashes	X	
Fixtures & fittings	X	
Cords & weights	X	
Putty	X	
Glazing		
Windows in shared areas	X	
Windows to flat (including replacement putty)	X	
Flat entrance doors		
Frame	X	
Door	X	
Fixtures, fittings and locks	X	
Doors - inside the flat		
Frame and lining		X
Door		X
Fixtures, fittings and locks		X
Repairs to fitted units and cupboards in the flat		X
Doors – shared/communal areas		
Frame & lining	X	
Door	X	
Fixtures fittings & locks	X	
Forced entry to flat		
Break-ins through the door		X
Break-ins through the window (damage to frame)		X
Break-ins through the window (glazing only)		X

Service charges

What are service charges?

Service charges are your share of the costs that we have incurred in providing services to your block or estate. We can make these charges because of the conditions of your lease, and they will vary depending on where you live and what your lease says.

Each year you will be charged an estimated amount in advance, with the actual cost being calculated after the end of the financial year.

We will send you a summary that shows the costs incurred your share: -

- If the actual cost incurred was less than the estimated cost, your account will be credited.
- If the actual cost is more than the estimated cost, you will be asked to pay the difference.

If we carry out major works or planned investment in your block or estate which is subject to consultation under Section 20 of the Landlord and Tenant Act 1985 (as amended), you will be told about these and billed separately.

How are service charges calculated?

We calculate service charges using the calculations set out in your lease. Some leases say that the leaseholder is responsible for paying a "fair proportion", while others define the exact amount, for example "1/48 proportion" or "1/2 proportion". Leases in the same block as yours might set out a different way of calculating the cost so it might not be accurate to compare your charges with your neighbour.

The estimate

Each lease tells us to give you an estimate of the likely cost of carrying out repairs and providing services to your home at the beginning of each financial year. This estimated cost is calculated by looking at the previous years' actual cost and current information about any works expected to be carried out that year.

Sometimes we will estimate less than you paid last year because we know that a costly item of work was completed last year and isn't planned for this year.

Your estimate will come in the format of an invoice directly to you with separate headings for each service that we provide.

The actual cost

At the end of the financial year, we will calculate all costs incurred relating to our homes and share the costs between them in the way described in the lease.

By October of each year, you will be sent a statement of actual costs and charges. This details any differences between the estimate and the actual amount. If the final amount is a

deficit, which means that the costs were more than we estimated, we will tell you in writing and ask you to pay the balance. If it is a credit, which means that the costs were less than we estimated, this will be credited to your account.

What is included in my day-to-day service charge?

The annual service charge covers all aspects of managing and maintaining communal areas around your home and includes things like management and other costs such as minor repairs.

Not everyone receives all services, so check your lease for your obligations. Some of the services that we may provide include: -

- Responsive repairs in communal areas
- Cleaning in communal areas
- Grounds maintenance/gardening
- Communal heating
- Estate services
- Lift health and safety
- Lift maintenance
- Lift servicing
- Controlled door entry system repairs
- Controlled door entry system servicing
- Security CCTV
- Electricity in communal area (lighting, lifts)
- Communal digital TV aerials

Building insurance is also covered in the service charge but this does not include any contents insurance. **It is your responsibility to insure the contents of your home**

Ground rent

Ground rent is a payment made by you as a condition of the lease and it should be paid on the due date.

Responsive repairs

Responsive repairs are communal repairs to the estate and the block generally, including: -

- Repairing damage due to vandalism.
- The removal of graffiti.
- Non-planned repairs and maintenance.
- Door entry and lift repairs that are in addition to the work covered by service contracts.
- Any other ad-hoc repairs required around the estate or block and any communal water tank that serves other flats as well as yours, are also included.

You are responsible for the repair and maintenance of most items inside your home, but there are some exceptions. For example, if we installed a communal central heating system, controlled entry system or communal TV aerial and socket, then we will maintain these, but you will contribute towards the cost of maintenance.

If you need to report a repair to us, please ring the repairs team on 01494 463690.

Cleaning

Some of our blocks have regular cleaning of communal areas, which is done by either a private contractor or an estate warden employed by us depending on where you live.

The cleaning service covers: -

- Sweeping and mopping of communal areas
- Litter picking
- Sweeping external areas such as bin chambers and pathways

Where there is a cleaning service we will provide you with a copy of the schedule and publish it in the communal areas. **If** you have any issues relating to the cleaning of any area, please contact the Customer Services Team on

Grounds maintenance

Our grounds maintenance service of communal areas is provided by a private contractor and covers: -

- Grass cutting
- Shrub and hedge pruning
- Minor tree maintenance
- Control of weeds in paved/tarmacked areas.

Grounds maintenance schedules are available on request. If you have any questions about this service, please contact the Customer Services Team on 01494 476100.

Communal heating

A few of our homes have a communal heating system. If you live in one of those, then we will maintain the systems. If you have a boiler or heating system inside your home that is not communal, you are responsible for maintaining it.

Controlled entry system servicing

Our controlled door entry service contract is managed by a private contractor who carries out the service of all equipment that controls the door entry and provides a report on works and any recommendations of works to be carried out.

Estate services

Estate services are responsible for carrying out a planned programme of block inspections which includes, but is not limited to: -

- Identifying communal repairs
- Lighting replacement
- Monitoring of plant rooms such as tank and boiler rooms
- Monitoring of estate services contractors
- Health and safety
- Fire risk inspections.

Buildings insurance

We arrange to insure the building and you are obliged to pay a share of the premium. The comprehensive insurance cover provided includes cover for the property's full reinstatement value, as well as subsidence and accidental damage.

Management fee

We review our management fee and the amount we need to charge to recover our costs every year. We are not allowed to make a profit from service charges, so our management fee covers the costs we have incurred in arranging the services you receive, administering the annual invoicing and statement process, receiving service charge payments, recovering arrears, accounting of costs and carrying out statutory consultation on long term contracts.

These are the main services we provide, however if you live on an estate you will receive more services than if you live in a street property.

Larger blocks of flats generally have more services than maisonettes and as a result will often have controlled entry systems and lift services. All leaseholders pay for buildings insurance, repairs (where applicable) and ground rent which is a fixed charge applicable to all leasehold homes.

Paying your service charges

At the start of the financial year we send you an invoice for the estimated cost of providing services throughout the year. Your lease requires you to pay these charges in advance but if you have an agreement with us you can pay weekly, fortnightly or monthly if you prefer, providing you have cleared the full balance by the end of the financial year.

How much do you need to pay?

We will send you an invoice which will tell you how much you need to pay. If you are unsure you can contact us on 01494 476100.

How to pay your service charges

Direct Debit - This is the easiest way to pay as you don't need to worry about changing the amount you pay when your service charge changes. This is all done automatically, and you are covered by the Direct Debit guarantee. If you would like to set up a Direct Debit, please contact us on 01494 476100

Online at www.redkitehousing.org.uk

AllPay Card - you can use your AllPay card to pay your service charge at any Post Office in the country or at any shop or garage that displays the PayPoint sign

Telephone - call 0844 5578321. Please have your account reference number and credit or debit card details to hand. You will also need the 19 digit number on your AllPay card

Post - you can send a cheque (not cash) made payable to Red Kite Community Housing to Windsor Court, Kingsmead Business Park, Frederick Place, High Wycombe, Bucks, HP11 1JU. Please remember to write your service charge account number, name and address on the back of the cheque

Help with your service charges

If you are aged over 60, disabled or have a disabled person living with you, Houseproud may be able to help. They are a not-for-profit organisation that offers access to a range of loans. To find out more, please contact the Commercial Team on 01494 476100.

If you receive a state pension, benefits and/or credits, you might be entitled to help with your service charges. To find out more, please contact the Commercial Team on 01494 476100 or the Department for Work and Pensions at Caxton House, Tothill Street, London, SW1H 9DA.

Problems paying your service charge?

If you fall behind with your service charge payments it is important that you contact the Commercial Team as soon as possible.

You can arrange with us to pay off any arrears each week - so long as you keep to the agreement, we won't take any further action against you.

We will offer you all the help and support that we can — the last thing that we want is for you to lose your home. If you don't try to sort things out with us or keep to any agreement you have made, we will take action against you.

If you have a mortgage we may take payment directly from your lender. This will place your mortgage in arrears and will result in your mortgage lender requesting immediate payment from you.

We may apply for a County Court Judgment for the debt. A County Court Judgment against you means you may be unable to get credit facilities in the future and you may lose your home. It is much better to ask for help straight away so we can sort things out before they get too serious.

Forfeiture and possession

The final sanction for a breach of a lease due to the failure to pay the service charges, ground rent or administration charges is for a landlord or freeholder to take steps to forfeit the lease and to repossess the house or flat. This is a legal right, but it is not possible to obtain possession without a court order.

The process is usually started by the service of a notice that you are in breach of your lease under Section 146 of the Law of Property Act 1925. If you receive such a notice, you should seek independent legal advice immediately.

The 18-month rule

The '18-month rule' is set out in the Landlord and Tenant Act 1987. Under this rule, we must send you any bills for service charges and major work within 18 months of incurring the costs. The courts have decided that the point at which we have incurred the costs is when we pay the contractor. If we cannot send you a bill within the 18-month period, we must send you a letter telling you that we have incurred costs and that you will have to pay a percentage of those costs. This letter is called a 'Section 20(b) letter'.

Your right to ask us for a summary of costs

This must relate to service charges for the current or the previous year. Our summary will show how the costs we have paid are reflected in your service charges. If there are four or more flats involved in the costs, the summary will be signed by a qualified accountant. Once you have the summary, you have six months to write to us and arrange to look at and copy any accounts, receipts and other relevant documents. We will provide these facilities free of charge, but we may add the cost to the management costs in the yearly service charge. When we receive your request to look at the accounts, we have a month to reply to you and should make the facilities available for up to two months.

Your right to have a management audit

This would look at the services we provide and at their costs. You will appoint and pay for a qualified auditor to examine how effectively we are carrying out the housing management duties we charge you for; and how we are using your service charges.

To start the process, your auditor must send us a 'Section 80 notice'. All the leaseholders involved must sign the notice and include their full names and addresses. It should also show the name and address of the auditor and list the documents that the auditor will need.

The auditor can look at documents and the shared parts of the buildings we manage. If the auditor wants to look at any shared parts, the notice should give a date on which the inspection will take place. We have a month to reply from the date of the notice. Our reply must include the relevant documents the auditor has asked for and what facilities will be available to look at them and copy them. It should confirm the inspection date or offer a different date. Again, we may add the cost of providing these facilities to the management costs in the yearly service charge.

Repairs and maintenance

If any repairs are needed, it is important you know who to talk to and when. This is a general guide about our repairs service. It tells you what we need to know when you call us to report a repair, so that it can be fixed as quickly as possible. It also tells you what repairs you are responsible for doing and what we look after.

Our repair responsibilities

We are responsible for repairing and maintaining the main structure of the building and the common areas, and for providing services, including:

- Maintaining structural walls, roofs, foundations, shared drains and external decorations.
- Providing communal services to the block, such as entry-phones and communal lighting.
- Maintaining internal and external communal areas of the building,
- Decorating communal areas and repairs to fences, footpaths and boundary walls.

Your repair responsibilities

Under the terms of your lease, you are responsible for repairing and maintaining: -

- Internal non-structural walls, floors and ceilings
- Internal decorations;
- Kitchen units, sanitary ware (toilets, sinks and baths) and other fixtures and fittings
- Heating systems, flues, plumbing and electrics that serve only your property.

Most leases make the leaseholder responsible for the frame and glass of the windows to the property. There are a few exceptions, so you should check your lease for confirmation.

How to report a repair

Call

To report a repair, call our Repairs Team on 01494 463690.

Out of hours emergencies

We operate an out-of-hours repairs service which should only be contacted in an emergency. The telephone number is the same for day-to-day repairs, 01494 463690, but you will automatically be transferred to the emergency service when the helpdesk is closed.

Text

07786 203465

Email

repairs@redkitehousing.org.uk

Website

www.redkitehousing.org.uk.

Before you call us about your repair

- Please be prepared to fully describe the repair to us. By giving us as much information as you can, you can help us get your repair done as quickly as possible
- Consider when you can be at home for our contractor to visit, or make sure that there is someone over 16 years old who can be there.

When you call us: -

- Tell us your name and address
- Have a pen and paper ready to record the details we give you
- Let us know if you have any hearing problems or other needs, e.g. if it takes you longer to get to the door if we need to visit your home.

What to do in an emergency

Some repairs need you to take immediate action: -

Gas (smell, leak or fumes)

- Call the national gas emergency service immediately on 0800 111 999. Use a phone outside your home, using one inside your home, even a mobile, could spark an explosion
- Turn off the gas and open the windows. Turn the handle at the meter to the flat (horizontal) position
- Extinguish any naked flames
- Don't smoke or switch anything electrical on or off until the problems fixed
- If you can smell or see smoke call 999 immediately.

Electricity

- Turn the mains switch on the consumer unit (fuse box) to **OFF**.
- If you have a power cut, call the emergency number given in your phone book.
- If you have no power, please check the fuse board and make sure the trip switch and mains switches are at the 'on' position.

Water

- If you have a leak, turn the mains stop tap to the right (clockwise) so that it's off and turn on the taps in the kitchen and bathroom. This will reduce the pressure and slow the leak.
- If you have no water supply coming into your home, phone your local water supplier.

Repair timescales

Emergency repairs - within 1 hour

Examples include: -

- Major communal pipe burst
- Leaking communal cold-water storage tank

Urgent repairs - up to 5 working days

An urgent repair is a repair that is necessary to allow you to live in your home in comfort.

Examples include:

- Re-glazing communal windows
- Roof repairs

Routine repairs - 20 working days

We will treat all other repairs as routine. Examples include: -

- Leaks to communal guttering.
- Repairs to communal fencing.

Buildings Insurance

As the landlord and freeholder of the building we are responsible for arranging the buildings insurance. We do this by negotiating payments which are usually lower than can be achieved by private homeowners.

The buildings insurance we take out on your behalf covers the structure of the building and includes fixtures and fittings. The policy covers incidents that are an 'insurable peril', which includes damage from a storm or escape of water, but it does not include anything that happens gradually such as wear and tear.

You can get a summary of the current insurance schedule by downloading a copy from our website or contacting our Customer Service Team.

If you need to make a claim against the buildings insurance policy, please download a claim form from our website or contact the Commercial Team and they will provide you with contact details for the insurer in place at the time of your claim. You have the right to contact the insurers directly about the claim. If loss adjusters are involved, you will need to allow them into your home so that they can assess the damage.

Please do not arrange to have any repair work done until you have received written permission from us or the insurance company. We are not responsible for anything not covered by the insurance if you go ahead with work without permission. Please remember that you will be responsible for paying the excess on the policy.

Contents Insurance

It is important to remember that our buildings insurance will not cover your possessions. You are responsible for insuring the contents of your home

These are large renewal, repair and maintenance jobs we do to your building that we can plan for in advance. This may include work to external brickwork, the roof, communal windows and communal decorations.

Under the terms of your lease, you must contribute towards the cost of this work as a service charge, but we will ask you to pay separately to your normal yearly service charge so that the costs are transparent.

Consulting you about major works

Regulations about consulting leaseholders on major works are complicated but the main points are: -

- We must consult if the cost of work to any one resident will result in a service charge of more than £250 in any one year.
- We must also consult if we plan to enter into a 'qualifying long-term agreement' (QLTA) where the likely service charge cost to any one resident is more than £100 in any one year. A QLTA is a contract lasting over 12 months.
- We must consult for any works under a QLTA where the cost of work to any one resident will result in a service charge of more than £250 in any one year.

How we consult

This consultation (known as section 20 consultation) requires the service of notices and a response to comments received. There are normally two letters, called the Notice of Intention and the Notice of Proposal. On occasion there may be a third letter called the Notice of Award.

Each letter allows residents a 30-day period to make comments about our proposals.

The main purpose of the consultation process is to ensure that residents who will be contributing towards the costs of qualifying works and long-term agreements have sufficient involvement with our proposals. This includes the ability for residents to nominate contractors where the contract has not been let 'with public notice' (that is via the Official Journal of the European Union OJEU) and make observations to which we must have 'regard'.

First Tier Tribunal (FTT): powers of determination

The FTT has powers to determine Section 20 matters. This includes the power to dispense with the consultation requirements in a particular case 'if satisfied that it is reasonable to dispense with the requirements.

Who must be consulted?

Consultation notices must be sent both to individual residents and to any Recognised Tenant's Association (RTA). An RTA is an association recognised by us or by a Rent Assessment Committee, under section 29 Landlord and Tenant Act 1985.

Contracts requiring advertisement within the EU (Public Notice)

The 2003 service charge regulations refer to contracts 'for which public notice is required'. This is a reference to contracts where the sum involved will be of a level where EU procurement rules apply, and the proposed contract must be advertised by public notice in the Official Journal of the European Union (OJEU).

Thresholds are updated annually, and current thresholds can be found here: -

<https://www.ojec.com/thresholds.aspx>

Paying your contribution towards major works

Under the terms of your lease you must pay your share of the cost of major works, in full, within 28 days of being sent a demand for payment. We encourage leaseholders to put money aside regularly, so they can pay their share when they receive an invoice.

If you are a Right-to-Buy leaseholder and you are still within the first five years of your lease, we can only charge you the amount stated on your section 125 Offer Notice, plus inflation costs.

Please contact the Commercial Team if you wish to discuss payment options or need more information – see how to contact us

Shared Ownership

Newly built homes

If you have recently moved into a newly built property, you should have received a Homeowners Manual, produced by Red Kite and/or the builder. The manual contains a range of information about living in a new property.

If you have not received your manual, please contact Customer Services.

What are defects?

A defect is a problem with the property caused by faulty workmanship or materials during the building process. Normally a Developer grants 12 months of defect cover. Outside of this time frame a shared owner/outright owner will be responsible for any repairs.

You can claim directly from the NHBC for defects during the 2nd year.

Examples of defects: -

- plasterwork cracks more than 5mm wide
- damaged or lifting ceramic tiling, bathroom tiling or grouting
- architraves and skirting board shrinkage
- external brickwork cracking
- brickwork not fully pointed
- loft insulation not laid correctly
- extractor fans venting into roof and ceiling voids
- pipes not lagged in roof void areas
- broken or badly fitting roof tiles
- defective or cracked glazing

Examples of non-defects: -

- plasterwork cracks less than 5mm wide
- condensation caused by lifestyle
- damage caused to floors, walls, windows and work surfaces by residents or visitors
- loose light switches
- air in radiators
- topping up boiler pressure
- central heating programming
- re-hanging doors after carpets have been fitted

The builder will normally resolve defects and problems that appear in the first 12 months after the construction of the building has been completed. This is known as the 'defects liability period'. During this period, you should keep a list of any items you regard as a non-urgent defect and at the end of the 12-month period, we will arrange to meet you at the property to discuss the items and confirm which defects are the builder's responsibilities.

Defects

- Years 1 and 2 - contractors repair cover

The contractor is liable to put right any defect or damage which is notified to them within this period of cover. National House Building Council (NHBC) offer a Resolution Service to resolve any disputes during this period

- Years 3 to 10 - home damage cover

NHBC pay the cost of putting right physical damage caused by a defect to certain parts of the property. A standard excess of £650 is applicable (which is increased annually in line with the Royal Institute of Chartered Surveyors House Re-building Cost Index. You have the option, however, to increase this to £1,000, £3,000, £7,500 or £15,000.

You may be asked to confirm your acknowledgement of all identified defects by signing a final list. Do not sign if all the defects are not listed as they can only be dealt with under the defects period if they meet certain criteria. If you have not been contacted by us to arrange a defect inspection when the 12-month period has expired, please contact Customer Services. If you have any defects that need immediate attention, for instance your front door won't shut, you should contact us immediately.

Red Kite will monitor the progress of defect issues with the builder during the defects liability period but in most cases, it will not be Red Kite who carries out any work to your home. NHBC or extended warrantees Most newly built homes also benefit from the National House-Building Council (NHBC) warranty or may occasionally have a similar insurance policy in place of the NHBC warranty.

The NHBC is the standard setting body and leading warranty and insurance provider for new homes in the UK and provides defect clarification services to the house-building and the wider construction industry. The NHBC cover can be up to 12 years from the date the property is transferred from the builder to Red Kite.

Insurance cover can be any number of individual years subject to the policy. The warranty is broken down into sections and each section has its own period of insurance. Your solicitor should supply you with a copy of the NHBC or insurance certificate and documentation for your home and a copy will be sent to your mortgage lender. We will also hold one with the deeds or title documents.

This is an important document and we would suggest that you keep it in a safe place. The warranty does not cover maintenance and routine repairs to your home and does not cover the provision of additional or extended features such as conservatories or extensions, beyond the original design. You will need to arrange and pay for these under a separate policy.

The NHBC booklet is a practical guide to looking after your new home which will have been provided in your Homeowners Manual. It provides a useful reference on how your home is built, general guidance on its care and protection advice on what you can do yourself and when you should call for assistance.

How to make a claim through the NHBC

Red Kite can help you with making a claim or approaching the builder. If, as a leaseholder, you need to pass the matter on to the NHBC you can directly contact the NHBC Claims Line on 0870 241 4329 or fax 0870 241 4330.

Alternatively, you can write to: NHBC Claims NHBC House Davy Avenue Knowhill Milton Keynes Buckinghamshire MK5 8FP You can also use the NHBC online claims service at www.nhbc.co.uk NHBC might ask you to pay a fee or provide further information before investigating your claim. The costs incurred may be refunded if your claim is valid.

Re-mortgaging or further advances

If you want to re-mortgage or borrow more money you must first get our written agreement, and we must also approve the amount and the mortgage lender. There will be a charge for our administration costs for granting the relevant consents. For a list of administration charges contact Customer Services or visit our website for further information.

We will usually give consent and approval for additional loans to carry out repairs and maintenance to the property or to buy a further share, if we are satisfied that the risk to us is limited; in other words, that your equity share is enough to meet all the secured borrowings. If you change the type of mortgage you have with your existing mortgage lender, for example a change from a variable to a fixed rate of interest, but the loan amount stays the same, you will not need our permission. If you are seeking to borrow more money to buy a bigger share of your property, we will consider this as part of the staircasing process.

Mortgage protection clause

This is a clause that is included in all leases to protect the building society or bank in case you default on your mortgage. In extreme cases, the lender will repossess the property and will want to ensure that it gets its money back on the sale. Therefore, you will not be allowed to borrow more money than the share you are purchasing is worth. This clause also protects Red Kite's rental payments if you fail to pay your rent regularly. If you do fail to pay your rent, we will write to your bank or building society and on most occasions, they will pay the outstanding amount owing to us. However, the lender will add this to your mortgage and probably charge you a fee for doing this, as well as interest.

Your rent

If you hold a shared-ownership lease, you will pay rent on the share of the property that you do not own. We set your rent when you first buy your home. This rent will not always be the same as that for neighbouring or similar properties even if the share you own is the same as your neighbour's.

The initial rent level is set at the time of the sale and is as shown in the lease. If you buy extra shares in your home, the amount of rent you pay will go down to reflect the share you own. If you buy your home outright, you will no longer pay rent but in some cases, you may still pay a ground rent (leaseholders only).

Your rent will increase in line with a formula in your lease. Once a new rent is set we will write to you giving at least four-weeks' notice before you have to start paying the new amount.

How we use the rent you pay

Most of the rent you pay will go towards repaying our loans which we use to fund the development of new homes. We also use income from rents received and property shares sold to pay for services we provide and to maintain existing homes and estates.

Arrears

Your lease requires you to pay rent and service charges monthly by direct debit on the first day of the month. It also says that if you delay payments we can charge interest on the amount due until it is paid.

When you buy your home, you must set up a direct debit so that we collect the money from your bank account for the right amount and on the right date. If you are having difficulty paying for any reason, please contact us without delay. We will offer advice to help you claim any benefits you may be entitled to, and we can refer you to other agencies that may be able to help, for example debt counselling.

Our approach to recovery of rent from shared-owners

We recognise that shared-owners are part-owner and part-tenant of their property and may be on a low income or have suffered a change in their circumstances. It is not in our interest to dispossess them of their home, but it does require us to balance the need to collect income and help shared-owners to keep their home.

Our approach is based on an escalation process of: -

- prevention
- early action
- clear arrangements for repayment of arrears
- working with the mortgage provider
- court action - money judgment order from the small claims court - money judgment order and suspended possession order under Ground 10 or 11 of the Housing Act 1988 - mandatory possession under Ground 8 of the Housing Act 1988
- repossession or forfeiture Problems with paying your bills

Most of us have difficulty with bills at some time. The problem is often temporary, such as loss of overtime or an unexpected expense. Occasionally the problem is longer term, such as loss of a job or long-term illness. If the problem is short-term, please tell us the circumstances and when you will be able to pay. Be realistic when you make promises to pay later.

If the problem is likely to be longer term, there are several things you can do: -

- Check you are claiming all the benefits you are entitled to. Usually you can't backdate claims, so don't delay claiming
- Give priority to essential costs such as mortgage, rent, service charges, council tax and food.

Reduce spending on non-essential items. We can refer you to a debt counselling service to help you plan your budget and negotiate with people you owe money to. If you fail to make the required payments and do not contact us, we will take legal action to recover the money owed

to us. If you fail to pay, you are in breach of your lease and you could lose your home. If you are having difficulty paying your rent or service charge, please contact us without delay.

Buying shares - “Staircasing”

If you have bought your home through a shared-ownership scheme, you can buy further shares until you own 100% of the property unless otherwise stated in your lease. This is known as “staircasing”.

You are not obliged to buy more shares, but the more you own, the less rent you pay.

You may be restricted on the number of times you can staircase, and you should check your lease to clarify this.

The minimum share you can purchase may be set out in your lease - it is common to staircase in 10% tranches, but we are open to different levels of staircasing so long as the costs of the transaction provide value for money in comparison to the amount being staircased.

Remember that you cannot staircase if you have any service charge or rent arrears.

How to staircase

The first step is to notify us in writing that you wish to buy a further share of your home. The next stage is to determine the current value of your home. This must be done by an independent valuer (under the terms of your lease an estate agent’s valuation is not sufficient).

If you have made improvements that have added to the value of your home (not all improvements do so) this increase in value will not be added to the price of the additional share. The valuation is valid for three months. If you don’t complete the purchase of the extra share within this time, the property will have to be re-valued. If the value of your home has increased, you will have to pay more for the share you are buying and may have to pay for a further valuation.

If you are increasing your mortgage to staircase you will need to contact your lender direct. You may wish to move to a new lender, perhaps to get a better interest rate. You will also need to instruct a solicitor.

As well as the actual cost of the additional share, you will need to cover the **costs of the valuation, legal fees, mortgage arrangement fees**, Red Kite’s consent fees, stamp duty if applicable and any other costs charged by your mortgage lender. You will have to pay any increase in mortgage.

You will still pay rent on the portion of your home owned by us and your rent account will be adjusted accordingly.

If you would like any further information, contact our Commercial Team sales@redkitehousing.org.uk.

Owning your home outright

If you purchase the freehold of your home outright, you will no longer have to pay us any rent or in some instances, service charges, although remember if you have purchased a flat you will still be a leaseholder and have to pay your service charge, management charges and ground rent.

If you own a house, the freehold can be transferred to you once you have staircased to 100% unless otherwise stated in your lease. You will need to serve notice on us to request this. There is no charge for the transfer, but you will have to pay your legal costs. Once you own the freehold you will no longer have to pay buildings insurance to us, but you must arrange insurance cover yourself. You may still have to pay a service charge to us if you live on an estate and are responsible for some of the communal costs.

Remember that in some leases it states that if you sell your property within three months of final staircasing you may have to pay us a proportion of any profit made, although after this period you are free to sell your home on the open market.

In some circumstances should you sell your home, your lease may give us the right of first refusal for the first 21 years after final staircasing.

Selling your home

The rules for selling your home are set out in your lease. There are some variations in the terms of leases, so this section is only a general guide. If you are a leaseholder you can sell your property, usually known as assignment of the lease, at any time but there are a number of things you must be aware of before you do.

Selling shared-ownership property is slightly different. If you are a shared-owner and you want to sell your home, you must call us to find out the options available to you. We provide this service through our Commercial Team who can be contacted by calling 01494 476 305..

We keep a waiting list of people who want to buy a shared-ownership home. Should we need to find a buyer for you, your lease will tell you how much time we have to find a buyer for your home. This period is known as the 'nomination period' and usually lasts eight weeks.

If we cannot find you a buyer by the end of the nomination period, we can give you permission to sell your home on the open market. If you own all the shares in your flat and we are the landlord, you can sell your home on the open market although, you will normally have to refer questions raised by the buyer's solicitors to us to answer.

There may be a clause in your lease which allows us to name a buyer who meets the shared-ownership conditions. You must sell your home at the open market value. Your share of the sale price is the same as your percentage share of your home, so if you own 50%, you collect 50% from the sale, less costs. At completion, your solicitor will be asked to collect any rent or outstanding balances owed by you. This will be calculated to the completion date. Your costs Most costs are subject to frequent change and we will be able to advise you of what to expect but generally when you sell your home you will have to pay the following charges: -

- valuation fee
- re-valuation fee (if required)
- any mortgage payments due to your mortgage lender
- your solicitor's fees
- our solicitor's fees
- the estate agents' fees (if a purchaser is not found by us)
- administration fee (if applicable)

You should check to ensure you will get enough money from the sale of your home to cover all these costs. It will usually take about three months to sell your property from the date you tell us you want to sell. It may take longer if the buyer also has a property to sell.

What happens if you are disputing a service charge when you want to sell your home?

Red Kite expects any arrears of service charges to be paid on completion of the resale.

Sub-letting your shared ownership home

Sub-letting of your home is not allowed except in very rare circumstances, defined as 'exceptional'. We are duty bound to protect public funds and ensure that people allocated affordable homes are not benefiting from commercial gain.

If you sub-let your home without our written agreement, then you are in breach of the terms of your shared ownership lease; we will take action against you so that you terminate the sub-let.

Sub-letting without permission is very serious and we will take legal action and pursue this through the Courts. You risk losing your home.

If you feel your circumstances are exceptional, we will consider a request from you to sub-let your home. We expect these requests to be rare and will consider them on a case by case basis. It is our decision as to whether we agree to the request or not and any agreement will be subject to a number of conditions.

We will ask you to complete a sub-letting application form that will assist us to assess your situation. We will only grant permission on the basis that you use the agreed period to sort out the circumstances that is making occupation of your property impractical. Examples of circumstances that we would consider exceptional would be: -

- If you are moving away from the area for reasons of employment and you expect this to be for a temporary short-term period only;
- If you need to move because a close family member requires you to be their primary carer;
- If you are selling your home due to overcrowding but are unable to find a buyer.

If any of the above applies to you, we will ask you to provide us with evidence, for example, a doctor's letter confirming that you are required to move to become someone's primary carer, or a letter from your employer confirming that your place of work is moving to a location outside of a reasonable daily commuting distance (a distance of at least 50 miles or 90 minutes travelling time). Requests to sub-let based upon market conditions or any reductions in the value of your property are not considered exceptional and permission to sub-let will not be granted.

If we agree to your request to sub-let your home, agreement will be for a maximum period of 12 months only. Requests for longer sub-let forms will not be consented to and we will not agree to extend any sub-let form past 12 months.

Requests from serving members of the Armed Forces

We will consider your request to sub-let your home, subject to the criteria outlined in this leaflet, if you are a serving member of the Armed Forces whose tour of duty requires you to serve away from the area in which you live (a distance of at least 50 miles or 90 minutes travelling time).

Options at the end of the agreed period

At the end of the agreed period you will need to exercise one of the following options: -

- You will return to live in the property as your main or principle home, or
- You will staircase to 100% ownership (whereupon you may then be able to sub-let the property without Moat's involvement), or
- You will sell your share in the property (your sales instructions to Moat's resales team must be in place at least two months before the end of the agreed period).

You will need to make arrangements for one of the above options to happen in good time before the end of the agreed sub-let period. We do carry out residency checks from time to time to ensure that properties designed as affordable homes are not being let on the private market without written permission, and we take a zero-tolerance approach to anyone letting their property without first seeking permission or for commercial gain.

Other requirements (if permission is granted)

Before the sub-let tenancy starts: -

- The person/s you sub-let your property to must satisfy the application criteria for Help to Buy, therefore, your potential future tenants must complete an application form and be approved by us before signing a tenancy agreement.
- We require confirmation that all payments due to us (rent, service charges, sundry debt, etc) will be paid directly by yourself, via direct debit, and not from your intended tenant or managing agent. Your accounts with us will be kept under review.
- We will also need your confirmation that all maintenance and repairs to the property will continue to be your responsibility. We will also need your confirmation that you will continue to be responsible for ensuring all council tax and utility bills are paid on time (We will not be liable for any late or non-payments).
- We will need your confirmation that you will arrange to obtain the necessary gas and electrical safety checks/certificates (these are required by law for you to comply with the landlords' obligations to rent out your property).
- We will ask you for confirmation that you will continue to actively market your home during the sub-let period (if applicable).
- You will need to obtain agreement in writing from your mortgage lender for the agreed period of sub-letting.
- We will need you to provide us with your full contact details – telephone, postal and email address. If you are going to be living abroad then we will also need contact details for a close relative or friend in the UK. We will also require your written authorisation to speak with your UK contact on your behalf, if necessary. If you are using a managing/lettings agent, we will need their contact details too.
- You will retain ownership of the shared ownership lease during the agreed period of the sub-let, and as the 'landlord' you will be wholly responsible for your tenants.
- An administration fee of £PPP + VAT (£PPP) is payable to us before we can grant permission for the sub-let tenancy. You will also be responsible for the costs charged by our solicitor which is currently £PPP + VAT (£PPP).
- Our solicitor will provide the Assured Shorthold Tenancy Agreement that you and your incoming sub-let tenant will be required to sign.
- Our solicitor will draw up a licence to sub-let and a Deed of Variation, which are legal documents that formalise the final consent to sub-let. When you have found a tenant, and prior to the actual sub-letting of your home, we require confirmation of the start date of the sub-let and a signed copy of the assured shorthold tenancy agreement. All the above requirements must be sent to us in writing.

Withdrawing our permission

We will withdraw any permission, regardless of the circumstances if: -

- there are any rent/service charges/sundry debt arrears on your account;
- your tenants are causing noise, harassment to other residents of the property, building or area or are breaking the law;
- your mortgage payments are not maintained or your mortgage lender requests us to withdraw permission for the sub-let arrangements.

Permission to sub-let automatically terminates at the agreed end date. If the sub-let tenancy continues beyond the agreed date, then you will be in breach of your shared ownership lease and we will take action to recover the property. You risk losing your home.

Taking in a lodger or a paying guest

The terms of your lease do not prohibit you from taking in a paying guest or a lodger, providing you are also still living in the property as your main and principle home. The provision of low-cost home ownership products is intended to provide accommodation to meet your residential needs, and not business needs. Therefore, we do not expect your home to be used as commercial bed and breakfast accommodation. If you take in a lodger or paying guest, you must not issue them with a tenancy agreement as this may grant them rights of occupation.

Please tell us if it is your intention to take in a lodger or a paying guest. You should also inform your mortgage lender, your insurance companies (buildings and contents), your managing agent and your local tax office. More information about renting a room to a lodger is available www.communities.gov.uk/documents/housing/pdf/151564.pdf

Caring for your home

Gas and electrical servicing

You have a responsibility to make sure that your gas appliances, flue and pipes are serviced and maintained regularly. You should arrange for your gas appliances to be serviced annually to make sure that they work properly and to prevent carbon monoxide poisoning.

You can't smell or see carbon monoxide, but it is dangerous and can kill. As a responsible landlord, your safety and wellbeing are our top priority, so we are offering all tenants and leaseholders a free carbon monoxide detector. If you would like one — please contact our Customer Services Team on 01494 476100. We recommend that your gas servicing is done by a Gas Safe registered engineer.

If you notice a gas leak on your property, call National Grid immediately on 0800 111 999. National Grid is an organisation responsible for transporting and distributing gas to your door. You can get them at any time of the day or night and they will advise you on what to do.

You also have a responsibility to have your electrics and appliances regularly tested for safety.

Make sure that you know where the fire escape routes are in the building. If you notice any obstructions blocking the escape route, if possible remove them, or report them immediately to your Estate Warden or our Customer Service Team. Don't leave self-closing fire doors wedged open or remove the locking devices.

We recommend that you have smoke alarms fitted in your property and that you change the batteries regularly. If your smoke alarm disturbs you, don't be tempted to remove the batteries, as you may not be able to put them back before an incident happens. You can buy smoke alarms cheaply from most grocery stores and if you are aged 60 and over or disabled, you may be able to get help towards the purchase. More information about this is available from your local authority.

If you see fire or smoke in your home: -

- don't try to put it out unless you can do so safely and quickly without causing unnecessary risk or injury to yourself and others;
- close all doors and windows to prevent the smoke spreading and being fuelled by wind;
- leave your home immediately, making sure that no one is left inside;
- call the emergency services on 999 for help, telling them the location of the fire.

If you notice smoke or fire in another home, contact the emergency services on 999 immediately. Do not put yourself at unnecessary risk. It may be safer to stay in your home unless advised otherwise by the Fire Service. If the fire is in the communal areas

of the building, raise an alarm, leave the building immediately, call the Fire Service and follow their advice.

Water

It's useful to know where the water stopcock is located in your home. This will make it easier if you have to turn off the stopcock in an emergency. If you are going to be away from your home for a long period, make sure that you turn off the stopcock before you leave to prevent flooding and damage to your home or that of other residents.

Remember to check your pipes, water tank and appliances such as the washing machine regularly. In cold weather, covering areas of your pipes that are exposed with a material such as foam could prevent your pipes from bursting. Remember to take out plugs to allow water to flow freely down the drains.

If you have a flood, call a plumber immediately and try to collect escaped water with buckets. If you get flooded, you may be able to claim on the buildings insurance if the damage is structural. If your personal belongings or contents of your home are damaged, you will need to claim on your contents insurance.

Laminate flooring

If you want to put down laminate or wood flooring, you need to ask for our permission, so please write to the Commercial Team. Generally, permission is given except where you live in a flat or maisonette. If you install such flooring without permission, you will be asked to remove it at your own cost. Where permission is granted, the flooring must be laid to best practice standard.

Please consider: -

- Replacing carpets or soft flooring with laminate, hard wood floor or ceramic tiles, can result in more impact noise travelling through the floor. Dropped items, footsteps, and furniture scraping across the surface are sources of impact noise.
- This noise can travel straight through the floor to the neighbours below or can travel to the party wall into adjoining homes, causing distress and annoyance to neighbours.
- If a hard surface floor is fitted and noise from normal living is found to be excessive or unreasonable, action under your lease will be taken.
- Where there is tension between neighbours we can offer both parties mediation to help resolve the problem and improve neighbour relations.
- If you live in a flat that does not have any property below, this type of flooring does not usually cause a problem.

If you need advice on dealing with such noise problems, please speak to the Commercial Team by calling 01494 476100.

Condensation

Condensation happens when there is too much water in the air. It can cause damage, such as wood rot. Condensation happens when cold and warm air mix. It's usually near

the windows, in bathrooms and cupboards, and the damage it causes can be expensive to treat.

To reduce condensation: -

- heat your property sufficiently to dry it out;
- after having a bath, open the bathroom window and close the door to prevent steam escaping into other parts of your home;
- use extractor fans if you have them;
- dry clothes outside of your home, or leave a window open if using a radiator so that the moisture can escape;
- run the cold water before the hot when having a bath;
- move large item such as wardrobes away from walls;
- use a dehumidifier if you have one.

Energy efficiency

This is about making sure that the energy that heats, lights and provides power to your home is not wasted. Energy costs us all money, so we want to help you make sure that you're not wasting it,

Being energy efficient means using common sense to reduce the amount of fuel you use. At the same time, you can make your home more comfortable and the bills more affordable. Here are just some of the ways you can make savings: -

- Use energy-efficient light bulbs.
- Don't leave hot water running - use a plug in your basin or sink.
- Have showers, rather than baths - they use less water.
- When using the kettle, only boil as much water as you need.
- If you have a hot water thermostat, set it at 60C.
- Turn down your central heating by just one degree.
- Wait until you have a full load to use your washing machine.
- Turn off any unnecessary lights.

For more information about energy efficiency, please call your energy supplier.

Pest control

If you experience problems with pests such as rodents and insects, it is your responsibility to deal with these. You may need to contact the pest control team at Wycombe District Council who will advise you what to do.

You may get a free service for rat and cockroach infestations but for others such as mice and fleas, there may be a charge.

Some of the steps you can take to prevent problems with pest before they happen include: -

- Cleaning your cupboards regularly.

- Cleaning up food from your floor.
- Making sure your home is clean.
- Keeping scraps of food well wrapped and stored away.
- Covering your bin and not letting it overflow.

if you have pets, keeping them clean and well looked after.

Burglary and bogus callers

Make sure that you know the identity of people that you let into your home and if you are unsure, the best approach is not to let them in until you check and are satisfied that they are who they say they are.

Our staff and contractors will always provide identification when they call at your home.

If you are in any doubt, please call us on 01494 476100 before letting them in. You can get good advice on home security from the crime prevention unit of your local Police station.

Leasehold schemes for the elderly

We own and manage two such schemes; Rosewood Gardens (40 flats) and Woollerton Court (6 flats).

Leases are only available to persons aged 60 or over. All flats are sold on a 70% equity Basis, and no rent is charged on the 30% that we own.

On surrender of the lease the resident or their estate receives 70% of the current market value, less any administrative charges and a sink fund contribution.

We are responsible for any re-sales. We maintain a waiting list of people interested in a leasehold scheme for the elderly property and will try to find a buyer for the flat from that list. The lease does allow for a buyer to be introduced to Red Kite and this may be by way of personal introduction or via a sale on the open market.

All the leasehold schemes for the elderly properties have the option to access an emergency alarm system which enables residents to summon help in the case of an emergency.

Leaseholders at both schemes pay service charges which cover the cost of us providing services such as communal repairs and maintenance, redecoration to the outside of the buildings, lighting for communal areas, communal digital TV aerials, grounds maintenance, management and administration charges and buildings insurance. Leaseholders at Woollerton Court also pay for the services of a Scheme Manager who provides services to them and the sheltered scheme.

A sinking fund is in place at each scheme to pay towards the cost of carrying out major repairs and improvements.

Leaseholders at Rosewood Gardens are eligible for membership of the elderly persons' clubs at our sheltered schemes in the local area and leaseholders at Woollerton Court may use the facilities at the Woollerton Court sheltered scheme.

Miscellaneous matters

Subletting your property

Subletting is where you rent your property to someone.

Shared ownership leases prohibit the leaseholders from sub-letting whereas other leases usually allow it subject to our prior permission, which we will not withhold unreasonably.

Before sub-letting please consider the following: -

- It is important that you let us know when you sublet as it helps our management of the building. If there was an emergency, we would know who lives in your home. We may require your tenant to enter a Deed of Covenant so that they are bound by the same terms as are in your lease.
- Give us your forwarding address so that we can contact you when we need to consult or send you invoices and statements. We will also need a contact telephone number in case of emergency.
- If you have a mortgage on your home, you may need to get your lender's permission before you can sublet.
- You will still be responsible for carrying out your obligations under the lease.
- You should arrange to have a tenancy agreement with your tenant and we suggest it includes similar terms as you have in your lease. Where your tenant breaches the terms of your lease, we will hold you responsible for and expect you to resolve any issues.
- If you sublet, make sure that you carry out annual gas safety checks on your gas appliances, flues and pipe work. Such checks are recommended to be carried out by Gas Safe registered engineers and a copy of the certificate given to your tenant.

Carrying out alterations

You will normally need our written permission before you can carry out certain alterations to your home. Alterations can be anything from adding new fittings and fixtures to removing an existing item on your home. It can be for works such as removal of structural walls, replacement of windows and installation of kitchen or bathroom fixtures.

You must not carry out any structural alteration without our written permission and you may also need planning and/or building control permissions from your local council.

Where we do give you permission to do this, it may also be necessary for solicitors to draft a legal document incorporating the alteration into your lease. You will be responsible for our legal costs of dealing with such matters. The new document will become an attachment to your lease and this information will be recorded with the Land Registry.

To get our permission for any alterations you plan to make, contact the Commercial Team who can help you. If you fail to get our permission this may delay the sale of your property if you wish to sell later.

On completion, we may need to inspect the works and you may incur a charge for this.

If we're not satisfied, we'll ask that you either put it right or restore it to how it was before you altered it and this would be at your own cost.

If you've already carried out an alteration to your home without getting our written permission, you need to contact us and apply for a *retrospective consent*, which is permission that we give after an alteration has been made. We may still need to inspect the works and you may incur a charge for this.

If we have concerns about it, we may ask that you either put it right or restore it to how it was before you altered it. This would be at your own cost.

Selling your home

Shared owners must contact us before you start to sell your share in your home.

Leaseholders do not need our permission before you can sell your home, but you may wish to contact us for certain information to provide to your prospective buyer. This includes information about service charges, possible discount repayment and planned major works.

We charge an administration fee for dealing with such enquiries. It's common practice for leaseholders to get a solicitor to act on their behalf in the sale of their home and for the solicitor to make enquiries that would help with the sale. Dealing with such enquiries is outside of the day to day service charges, which is why we make a charge. If you wish to sell, please contact our Commercial Team for a management pack. This will provide the necessary information to help your sale.

Informing us about sale completion

Once you complete the sale of your property, the buyer will need to inform us within one month that the property has been transferred to them. They do this by sending us a legal document called a Notice of Assignment. They will also need to pay a fee for the registration of each notice. This will help us to update our records and make sure that we set up the buyer as the new owner.

Noise and nuisance

Deliberate noise can be regarded as harassment and causing noise in the building or estate is a breach of your lease if it causes annoyance to other people. If you are causing deliberate noise or nuisance, we may take action against you. As the landlord, we could repossess your property if necessary. In addition, your local authority has the power to take legal action against you and to impose a fine.

If you are experiencing noise nuisance in your home, here are some simple steps that may help you to resolve the problem: -

- inform us about the problem — you can report antisocial behaviour on our website;

- speak to the person causing the noise, in a reasonable way, if it's safe to do so — we have good neighbour cards to help with any new problems that might be resolved by simply letting your neighbour know they are disturbing you;
- if the noise continues, keep a diary of the times, dates, frequency and duration of the noise. These may be produced in court as evidence.

If the noise continues we'll consider taking legal action against the offender. We'll also suggest you ask for advice from the local council's Environmental Health Protection Team, who may attend and measure the level of noise.

If you have sub-let your home, you are responsible for the actions of your tenants.

Feedback

We are committed to providing excellent services for all our customers. We set ourselves high standards so please let us know where things have gone well - we appreciate any compliments you may have about either our services or a member of our staff.

We also know that things can sometimes go wrong. If you are unhappy with a service that you have received from us and wish to make a complaint, we would like to hear about it. We can then try to put things right and improve our services in the future.

What is a compliment or complaint?

If you think we have: -

- Done something right or wrong
- Done something particularly well or failed to do something that we should have done
- Been extra helpful or not been helpful and courteous to you
- Provided you with information that you could really use or given you wrong information
- Treated you especially well or unfairly

please contact us and let us know.

Please also remember that if you simply ask us for a service, such as a repair or to deal with anti-social behaviour, this is not a complaint. This would only become a complaint if we failed to deal with it properly.

How can I provide feedback?

If you want to let us know how we are doing, please contact our Feedback Coordinator by contacting us: -

- In person at our offices.
- By phone on 01494 476100.
- By email on complaints@redkitechousing.org.uk.
- On the website at www.redkitechousing.org.uk.

Please let us know if you need any extra help such as an interpreter or signer or if you want a friend or relative to speak to us on your behalf. We will be happy to help you with this. You can also use a feedback form which is available on our website or at our offices.

How we manage complaints

If you make a complaint, we will try to sort out the problem straight away and deal with it in line with stage 1 of our complaints procedure.

However, this is not always possible and if you are not happy about the outcome at stage 1, and you have additional information to be considered, you should follow stage 2 (and, if you are still unhappy, stage 3). These stages are:

Stage 1:

When we receive a complaint, we will: -

- Let you know within one working day that we have received it
- Tell you the name of the person who is dealing with it and give you a date by which we will reply
- Contact you to discuss your complaint, where necessary
- Write to you within eight working days of the complaint being received to explain our findings. We will also tell you if we have decided to take any action and explain what we will do and when.

Stage 2— Appeal to Director

If you are not happy with what we have done at stage 1, and you have additional information which you consider needs to be reviewed, please let us know within 20 working days. Your complaint will then be dealt with at stage 2 by a Director.

We will: -

- Let you know within one working day that we have received your request to review the outcome.
- Contact you to discuss your complaint where necessary.
- Write to you within eight working days to explain our findings and tell you what action we will be taking, if any.

Stage 3 — Complaints Panel

If you are still unhappy with the outcome and you have additional information which you would like reviewed please let us know within 20 working days and your complaint will be dealt with by a Complaints Panel. We will: -

- Set up an Executive/Board Panel meeting within 20 working days and let you know the date, time and venue. The Panel will consist of two members of our Board and the Chief Executive or another Director
- In some cases, we will ask you to submit a summary of your complaint and the action you believe we should take to resolve it
- Give you the chance, at the Panel to present your case. You can bring an advocate, such as a relative or care provider, along with you. We only ask that any advocate is not acting in a legal capacity. The Panel will hear the case and will ask you questions. Write to you within eight working days of the Panel to let you know our decision

How can I take my complaint further?

If you've gone through all three stages of our process and you still feel there is more to do before you're happy with the outcome, you can refer your claim to the Housing Ombudsman. The Housing Ombudsman is an independent organisation which deals with disputes between tenants, leaseholders and landlords.

If you want to contact the Housing Ombudsman Service, your complaint will first need to go through the democratic filter stage. This is a stage which has been introduced into complaints

procedures to give more regulatory control to local people. Local people can set up their own Tenants Panels to perform this democratic filter role.

Please contact us to find out more about these Panels locally. Or you can contact your local councillor or MP and ask them to refer your case to the Ombudsman.

The Housing Ombudsman address is: -

Housing Ombudsman Service
81 Aldwych
London WC2B 4HN
Tel: 020 7421 3800
Email: infohousing-ombudsman.org.uk

www.ihos.org.uk

You can also get independent help and advice from your local Citizens Advice Bureau.

First Tier Tribunal (FTT)

In addition to our feedback procedure you also have the right to ask an FTT to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge.

What will you do differently because of my feedback?

We value all feedback that we receive and so we will always look to see how we can learn from it to improve our services to all our customers. We will let you know what changes we are making through Red Kite News and via our website at www.redkitehousing.org.uk

Reports will also be made to the Red Kite Board with recommendations for any improvements which we should be making based on the feedback we have received.

A copy of our Feedback Policy is available on our website at www.redkitehousing.org.uk.

Useful contacts

Bucks Mediation:

01494 520821 or office@mediationbucks.org.uk

Central Aid Society Furniture Project

01494 443459 or www.central-aid.org.uk

Citizens Advice Bureau

08444111444 or www.highwyconnbecab.org.uk

Council Tax

01494 421324 or localtax@wycombe.gov.uk

Crime Prevention Officer

01494 421404 or communitysafety@wycombe.gov.uk

Energy efficiency

01494 421565 or Energy_efficiency@wycombe.gov.uk

Find out who supplies energy to your property 0845 601 5467 or www.ukenergy.co.uk

Fly-tipping

01494 421415

wastecleansing@wycombe.gov.uk

Household waste sites

01296 382307

Waste_strategy@bucks.gov.uk

Leasehold Advisory Service (LEASE)

020 7383 9800

info@lease-advice.org

National grid

Gas: 0800 111 999

Electricity: 0800 404 090

www.nationalgrid.com/uk

Rubbish collection - bulky items (e.g. sofa) 01494 421415

wastecleansing@wycombe.gov.uk

Social services

01494 475000

customerservices@buckscc.gov.uk