

We have devised this communication to assist Residents and Tenants in understanding further the complex organisation of a leasehold development such as your own...

## Who are we and what do we do?

We act as Managing Agents for your development. In addition to the Management Company, we work with the Residents Committee and Board Members (where applicable) to manage your development in accordance with government legislation and your lease. Many Residents get confused with the organization of a company such as your own, and the information below should assist you in order that you understand your rights and responsibilities.

As your Managing Agent, we deal with all aspects of running your Company on behalf of the members or shareholders. The service charges you pay are not our fees or profit. Your money is held in trust in a dedicated

bank account. These funds are used to pay for expenditure and cyclical maintenance for your development. If you reside in an apartment, it will also include buildings insurance.

### **Our daily and weekly tasks include:**

- Payment of invoices
- Receipt of service charges
- Pursuing arrears
- Supplier and contractor communication/access facilitation
- Resident queries, complaints & advice
- Updates to the Company Directors regarding the running of your development
- Lease queries & enforcement

In addition, we manage the administration of your Company, its accounts and cyclical/general maintenance. Working closely with accountants, we help prepare the annual service charge accounts, providing accurate financial figures used to compile the required information. From our account management, we are able to create an accurate annual budget that dictates how much you pay in service charges. It's quite simple really, the more expense your development has or requires, the higher your fees rise. Please take care, respect the communal areas of your property and report matters of damage, and neglect by others. As your Agent, we will continually manage your funds and work with contractors to help reduce expenditure - where possible.

## What we can't help with...

As with any neighbourhood, there are always problems that become annoying. Noise, car parking, cleanliness and dumped rubbish will always be an issue unless residents take action to help us resolve the problem.

We can only sympathise when someone blocks you in, causes an obstruction or parks in your space. We are powerless unless a problem is reported to us. To allow us to take action, we need to know who is causing the problem or breaching the lease. If residents (or their guests) breach the lease, we can write to them and pass the matter over to the solicitors for further action. For us to follow this up effectively, we require all complaints to be in writing so we can provide carefully considered advice. Unfortunately, we are not the police and have limited powers so may have to suggest solutions that may take some time.

We do often find that logic and common sense resolve most issues. Sometimes people do not realise they are causing a problem unless they are made aware, other times, we have to use the services of Solicitors to enforce the covenants within the lease.

Within this document, we will often refer to the names of Lessor & Lessee. The Lessor is your Landlord/Freeholder and the Lessee/Tenant refers to the owner of the apartment.

Other regulations or acts may also be quoted. The information we include in this document is not designed to replace legal advice and should you have any queries at all, we suggest you seek legal advice from a suitably qualified solicitor or visit [www.lease.org.uk](http://www.lease.org.uk). Leases and obligations do vary and this newsletter is a general guide only.

## What is a Management Company?

A Management Company is normally formed by the Developer/Landlord (Lessor). The Company is normally a limited Company either by shares or membership and has Directors. Initially, the Directors will be representatives of the developers or their Agents. Once the development of a site has been completed and the last property sold, the existing Directors will resign and the Lessees/Residents will set up a recognised committee and appoint their own Directors to act for the Company as the Management Board. All Lessees join the Company when they purchase a property and will normally be responsible for the running of the Management Company.

Due to the complexity of operating a Management Company, many companies appoint a Managing Agent to act on their behalf.

## What is a Managing Agent?

Sometimes the Landlord carries out the management of the property himself; alternatively, a Managing Agent may be appointed to manage and maintain the building on behalf of the Landlord, in accordance with the terms of the lease, current relevant legislation and codes of practice. The Agent takes instruction from the Landlord (or Limited Company Board of Directors), not the individual leaseholders, but should constantly be aware of the leaseholders' wishes and requirements. The Agent will receive a fee, which will usually be paid by leaseholders as part of the service charges. This may be based on a specified percentage of the day-to-day service charges, but good and common practice is for it to be a fixed fee per annum. Where major works are involved, the Agent may charge an additional fee, which will normally be a percentage of the total cost of such works.

Agents are not solely responsible for the operation of a development and may need to seek instructions from the Company in respect of lease matters or maintenance.

## What is a Landlord/Freeholder?

The Landlord owns the building as a whole and the lease will set out the obligations of the Landlord in respect of maintenance and insurance. In basic terms, it is the Management Company's responsibility to maintain the development and pay any associated costs for the same. In turn, they collect the fees for these services as service charges.

The role of the Landlord is limited and they may contact you to notify you of rent due. Most developments have a ground rent to pay. Ground Rents are normally demanded and collected by a Landlord.

## What is leasehold?

Leasehold ownership of an apartment is simply a long tenancy, the right to occupation and use of the apartment for a long period - the 'term' of the lease. This can be for 99 to 999 years and the apartment can be bought and sold during that term. The term is fixed at the beginning and so decreases in length year by year. Thus, if it were not for inflation, the value of the apartment would diminish over time until the eventual expiry of the lease, when the apartment reverts to the Landlord (although an assured tenancy would then become a possibility).

Leasehold apartments can be located in purpose-built blocks, in converted houses or above commercial or retail premises. The ownership of the apartment usually relates to everything within the four walls of the apartment, including floorboards and plaster to walls and ceiling, but does not usually include the external or structural walls. The Landlord, who is responsible for the maintenance and repair of the building, owns the structure and common parts of the building and the land it stands on.

The Landlord can be a person or a Company, including a local authority or a housing association. It is also becoming quite common for the leaseholders to own the freehold of the building, through a residents' Management Company, effectively becoming their own Landlord. With the advent of the right to manage, the lessees will not own the freehold but will be able to manage the building as if they were the Landlord.

## What other rights does the leaseholder have?

Probably more than you think. There is a wide range of rights set out in the legislation and advice is readily available; however, where a dispute arises, the first step should be to ask the Managing Agent for full details and/or an explanation.

**Information** - the Landlord must provide his name and a contact address within the UK, which must be stated on every demand for service charges. Leaseholders can demand summaries of the service charges, details of the insurance cover and have the right to inspect accounts and other documents.

**Consultation on major works** - the Landlord cannot carry out major works to the building without first consulting the leaseholders in the proper fashion. If he fails to do this, he may not be able to recover all the costs.

**Consultation on long-term agreements** - the Landlord cannot enter into certain agreements or contracts for any service over 12 months without first consulting the leaseholders.

## What is a lease?

A lease is a contract between the leaseholder and the Landlord giving conditional ownership for a fixed period. It is an important document and leaseholders must ensure that they have a copy and that they understand it. The wording of leases is usually in legal language and can vary from property to property. Leaseholders who do not understand their lease can and should get advice.

It is difficult to change the conditions of the lease after you buy, so make sure that the services provided in the lease are those that you want or can accept. The lease sets out the contractual obligations of the two parties: what the leaseholder is contracted to do, and what the Landlord is bound to do. The leaseholder's obligations will include payment of the ground rent (if any) and contribution to the costs of maintaining and managing the building. The lease will probably also place certain conditions on the use and occupation of the apartment. The Landlord will usually be required to manage and maintain the structure, exterior and common areas of the property, to collect contributions from all the leaseholders and keep the accounts.

Leaseholders are not necessarily entirely free to do whatever they want in or with the apartment - the lease comes with conditions, to protect the rights of everyone with an interest in the building. For example, retirement schemes will usually have restrictions on the age of those who can live there.

When an apartment changes hands, the seller assigns all the rights and responsibilities of the lease to the purchaser, including any future service charges that have not yet been identified.

Read the lease - understand your rights and responsibilities. Ask if the Landlord or manager produces a plain English summary for you to read and whether there are any additional house rules.

## What are your responsibilities?

Principally, these will be the requirements to keep the inside of the apartment in good order, to pay (on time) a share of the costs of maintaining and running the building, to behave in a neighbourly manner and not to do certain things without the Landlord's consent, for example, make alterations or sub-let. The Landlord has an obligation to ensure that the leaseholder complies with such responsibilities for the good of all the other leaseholders. These rights and responsibilities will be set out in the lease.

## General Lease Rules

Leases do vary from development to development. However, below we have listed some of the general rules that tend to apply to every residential development. For specific rules relating to your development, please refer to your lease.

- Keep your apartment in good repair.
- As often as may be necessary (or within a time period) to paint with two coats of a good quality paint and in a proper and competent manner all the internal wood metal stone and other parts of the Property.
- Keep the inside of your windows clean.
- Not to obstruct windows – only to erect suitable curtains in keeping with the development or vertical blinds, panel blinds or voils.
- To use the Property only as a single private dwelling occupied by only one family and any allocated parking space for the parking of one private motor vehicle taxed insured and in roadworthy condition and not use it for any business purposes other than as a home office with no customer visits (no hotel lets).
- To comply with and make every endeavour to ensure that all persons living in or visiting the Property or using any part of the Development shall comply with all such regulations as the Management Company shall from time to time make for the preservation of the amenities of the Development or for the general convenience of the occupiers of the Buildings (the Management Company having the power to vary or add to such regulations from time to time as it thinks fit).
- Not to erect install or place or cause or permit to be erected installed or placed any television or other aerial or satellite dish on or at the Property or any part of the Development.
- To permit the Landlord, the Management Company and others authorised by either of them with or without workmen and others at all reasonable times on notice (except in case of emergency when no notice shall be required) to enter into and upon the Property to repair, to view and examine the state and condition of the Property; and to make good any defects decays and wants of repair.
- Not to store or place excessive weight on balconies or place anything on the balcony which might create wind resistance thus placing an additional weight burden on the balcony. For safety reasons, items on balconies must be anchored.
- Not to use or permit to be used any barbeque on any balconies, patios, communal areas or common parts of the block.
- Not to store or permit to be stored any gas bottles or other explosive container in the property and not to store any item whatsoever in any loft areas accessible from the property.
- Not to enter or use any roof as a means of exit/entry or for general use except in case of emergency.
- Not to use any lift for any purpose other than access to and egress from the property by the lessee and the persons authorised by the lessee provided that the lift may be used to transport items of furniture to and from the property subject to the maximum load of the lift not being exceeded, the lift doors shall not be blocked or forced open by artificial means and the lessee shall be liable for the costs of repairs for any damage caused to the lift during such removal of items or as a result of improper use.
- Not to interfere with or obstruct the Management Company or its agents or contractors in the performance of its or their duties from time to time at the Development.
- Not to carry out nor allow to be carried out work on any vehicle on any part of the Development.
- Not to wilfully damage any part of the Development and in the event of any breach of this covenant it shall be lawful for the Landlord or the Management Company to arrange for the repair of the damage and to recover from the Tenant any costs incurred.
- Not to park a car other than in the designated parking space or visitor spaces if applicable.
- Not to park any Commercial Vehicle, trailer or Caravan on the development.
- Not fix outside the windows any sun blinds, roller shutters, window boxes, flower pots or other articles and not to put, hang or expose for drying any clothes or other articles outside the Property except in any drying area specifically reserved for that purpose.
- Not to keep on the Property any dog, cat or other animal (some leases allow pets with the Management Company's consent which consent can be withdrawn where the permitted animal causes nuisance or annoyance to any of the other occupants of the Flats).
- To ensure that all floors in the Property are properly covered and not lay in any part of the Property any floor coverings other than carpets unless sound deadening materials specifically designed for use under the type of floor covering proposed and fitted in accordance with the manufacturers instructions are used so as not to become a nuisance to the occupiers of any other Flats.
- Not to remove the flooring laid within the property.
- Not discard cigarette ends or any other items over the balcony rail.
- Not make any structural alterations to the apartment, or communal areas.
- Not sublet the property without the Landlord's consent.
- Not affix signs or adverts of any description on the outside of your property.
- Not do anything which causes a nuisance or annoyance to your neighbours at any time.
- Not create noise or play music which can be heard outside your apartment between 11pm and 8am.
- Not put any rubbish in sinks, baths, cisterns, waste soil pipes or communal areas. Put all suitable rubbish down the refuse chute in sealed bags and contact the council to arrange removal of all rubbish not suitable for the refuse chute or refuse provisions.
- Not to deposit any other item or furniture in the communal parts (door mats, shoes, umbrellas, prams etc) nor allow any cycle, pram or other things or other goods or upon any part of the Block other than in the Property other than, in the case of cycles, in the designated cycle sheds.
- Take proper care when driving or manoeuvring in the car parks.
- Keep your parking space neat and tidy.
- Pay your ground rent (and interest if you do not pay it within 21 days).
- Pay your service charge (and interest if you do not pay it within 21 days), whether formally demanded or NOT.
- Comply with any regulations the Landlord or Management Company set for the good management of the estate.



## What are your contractual rights?

Primarily, the right of peaceable occupation of the apartment for the term of the lease, usually referred to as 'quiet enjoyment'. In addition, the leaseholder has the right to expect the Landlord to maintain and repair the building and manage the common parts - that is, the parts of the building or grounds not specifically granted to the leaseholder in the lease but to which there are rights of access, for example, the entrance hall and staircases.

## What is ground rent?

Because leasehold is a tenancy, it is subject to the payment of a rent (which may be nominal) to the Landlord. Ground rent is a specific requirement of the lease and must be paid on the due date.

## What are service charges?

Service charges are payments by the leaseholder to the Landlord for all the services the Landlord provides. These will include maintenance and repairs, insurance of the building and, in some cases, provision of central heating, lifts, caretaking, lighting and cleaning of common areas etc. Usually the charges will also include the costs of management, either by the Landlord or by a professional Managing Agent.

Service charges can vary from year to year; they can go up or down without any limit other than that they are reasonable. Details of what

can (and cannot) be charged by the Landlord and the proportion of the charge to be paid by the individual leaseholder will all be set out in the lease.

The Landlord arranges provision of the services. The leaseholder pays for them. All costs must be met by the leaseholders; the Landlord will generally make no financial contribution. Most modern leases allow for the Landlord to collect service charges in advance, repaying any surplus or collecting any shortfall at the end of the year.

The Landlord can only recover those costs which are reasonable. Leaseholders have powerful rights to challenge service charges they feel are unreasonable at the Leasehold Valuation Tribunal (LVT).

When considering the purchase of a leasehold apartment, it is important to find out for personal budgetary purposes, what the current and future service charges are likely to be. Also, check if there is a reserve fund, and what plans are there for major works that could affect the service charge in the next few years after your purchase.

## What happens if the leaseholder does not pay?

It is the leaseholder's obligation to pay the service charges and ground rent promptly under the terms of the lease even if the property is unoccupied. If they are not paid and the Landlord is able to show that the charges are reasonable, then he can begin forfeiture proceedings. If approved by a court, this can lead to the Landlord repossessing the apartment. However, under the Commonhold and Leasehold Reform Act 2002, the right of the Landlord will be restricted.

In most cases, the Managing Agent only collects service charge funds and your Landlord will collect the ground rents. Typically, it is the responsibility of the Lessee to ensure payment is sent on time by bank transfer, standing order or cheque. Failure to do so will result in legal action to recover any arrears.

In order that arrears can be recovered, we follow the procedures set out in the lease or as agreed

with the Board of Directors. In most cases, if you do not remit your payment on time and in accordance with the lease, if after 21 days the monies are still owing, you will be sent a formal reminder. Such reminders are sent by post and are considered served. If payment remains outstanding, you may be sent another reminder 7 to 14 days later or your case could progress to a legal status and costs could be incurred by you along with interest on late payments as specified within your lease.

Debt collection is an unfortunate necessity for any client. It is required and justified if debt accrues. Each lessee covenants to pay service charges and if they fail to do so, the result can lead to bankruptcy, a County Court Judgement or even Forfeiture of the Lease.

Reasonable steps have to be taken to make contact with the leaseholder and this is normally by letter only. Letters are later relied on in court

should a case progress that far. It is not deemed prudent to contact debtors by phone as this is very personal and can embarrass many persons when asked to make payment.

If we find it necessary to contact your mortgage Company, we complete a land registry search. This provides us with the address registered for you and your mortgage lender. To avoid arrears and administration/legal costs, we would recommend that you always update us in writing of any change of correspondence address.

When remitting payment, if this is in response to an arrears letter, please ensure you contact our offices to notify us that payment is being sent. We are often contacted by lessees when a case has progressed to solicitors and they claim a cheque was posted. To ensure receipt of payments, we suggest recorded mail or funds to be transferred electronically.

## Typical Service Charge Budget

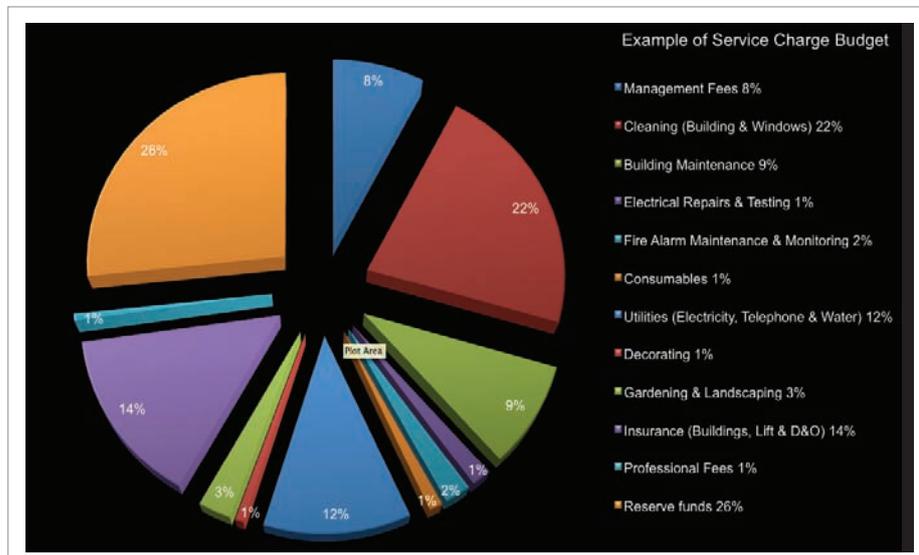
Each year, we are required to provide you with a Service Charge Budget. This budget is devised by the Management Company

and Agent to allow the development to demand reasonable Service Charges. The budgets are devised by comparing

actual expenditure and estimated future expenditure. This budget would normally include a provision for future reserve funds to allow the Management Company to deal with the obligations as set out within the lease. This may include external decoration, internal decoration, roof refurbishment and other costly expenses likely to be incurred by your development.

The graph on the left is for illustration purposes only as services can vary from site to site. However, it will give an indication as to how your money is spent.

If your Company overspends and has a need to recover the additional costs, your lease and legislation allows the overspend to be paid by you by means of a levy. This is often not necessary on many sites as reserves are adequate to absorb small overspends. Some sites have a very precise budget and additional levies are often required. Similarly, significant under spends can also be credited to the lessees.



## What are reserve funds?

Many leases provide for the Landlord to collect sums in advance to create a reserve or 'sinking' fund to ensure that sufficient money is available for future scheduled major works, such as external decorations or lift replacement. The lease will set out the sums involved and when regular, cyclical maintenance works are due. Contributions to the reserve fund are not repayable when the apartment is sold.

## How is the building insured?

The lease will normally require the Landlord to take out adequate insurance for the building and the common parts, and will give him or her the right to recover the cost of the premium through the service charges. This policy will not normally cover the possessions of individual leaseholders.

## Insurance

If you own a flat or apartment, it is more than likely that the Service Charges include your Buildings Insurance Premiums. The Landlord or Management Company administers such policies, and the premiums paid for by your service charge fees. The buildings policy does not cover your own contents. It will typically cover the bricks and mortar, the roof and supporting walls. It is necessary to maintain the buildings in a good workman like manner to help reduce the need for insurance claims.

## Building Maintenance

This is a very important topic. Rather like cars that need servicing or they will grind to a halt, buildings need to be cared for and looked after and whilst they won't grind to a halt, they will fail in one way or another. The basic concept of a building is to keep the occupants warm and dry. To keep people warm and dry, buildings need to be watertight and have no gaps or holes. Unfortunately, a lack of building maintenance reduces the capability of the structure to be warm and water tight. Why?

A modern building is built with bricks and mortar, which whilst man made, do not always have straight lines, so extra materials have to be used to "fill in" or pack areas. It is these extra materials that can be susceptible to a lack of maintenance. A classic example is a shower

## The Management Company's Covenants for Works and Services

It is normal that any Management Company will be responsible for the maintenance needs of the development. This can/will include:

- **Common Parts** - to maintain, repair, clean, redecorate, renew and rebuild whenever reasonably required the Common Parts including boundary walls, fences and railings, balconies and terraces and their surrounds. In most circumstances, the replacement of failed glazing is the Lessees responsibility and NOT the Management Company.
- **External Areas** - to maintain, repair, light, clean, rebuild and resurface (whenever reasonably required) the Access ways, car parking areas, drives, paths, light wells and open areas on the Development that are not privately owned.
- **Service Installations** - to maintain, repair, replace, renew and (if appropriate) redecorate (whenever reasonably required) Service Media not exclusively serving the Property, traps, meters, vents, ducts, chutes, manholes, refuse enclosures and sanitary equipment on the Development.
- **Internal Areas** - to maintain, repair, redecorate, furnish, replace and renew (whenever reasonably required) light, heat and clean the entrances, halls, landings, staircases, smoke lobbies, fire escapes and other parts of the Block (if any) available for use by the Tenant in common with other occupiers of the Block.
- **Plant and Equipment** - to operate, maintain, repair, redecorate, replace and renew (whenever reasonably required) the lighting, fire alarm systems, sprinkler systems, security systems, entry phone systems, public address systems, television and radio relay systems and traffic control systems (if any) as installed in the Block.
- **Buildings Insurance** - to insure the Buildings at all times under a policy or policies providing to the Landlord and the Management Company and their respective lessees and mortgagees during the Term to their full reinstatement value against loss or damage by (but not limited to or restricted to) fire, lightning, explosion, earthquake, storm or flood water damage, riot, civil commotion, vandalism, theft, subsidence and/or heave and landslip, aircraft, property-owner's liability, third party liability (including adequate amounts in respect of professional costs) and such risks (if any) as the Management Company or Landlord shall from time to time think fit in an insurance office of repute and in the event of the Buildings being damaged or destroyed by an insured risk as soon as reasonably practicable to lay out the insurance monies in the repair rebuilding or reinstatement of the Buildings and in the event of the insurance monies being insufficient to make up the deficiency out of its own monies.
- **Gardens etc** - to carry out landscaping, gardening and provision and cultivation of plants, shrubs and flowers, affecting gardens, landscaped areas, window boxes, entrance halls and other common parts.
- **Open Space Areas** - to maintain the areas of open space within the Development including any trees, bushes or planting and any play areas or play equipment comprised therein including cutting the grass and trimming or lopping trees and bushes as often as shall be required and maintaining and replacing any play equipment as often as is necessary to ensure that such play equipment is in a safe and usable condition.

tray. A shower tray abuts to a wall, but the seal is not tight, so mastic is used to form a water seal. Over a period of time, the seal will deteriorate and will need to be replaced, otherwise water will leak into what is below. In a block of apartments, this usually causes damage to the ceilings and contents of the apartment below due to no fault of their own. Water is extremely adept at finding every leak and crack, so once it is released, and escapes (from the shower tray in this case) it will run across beams, down through plaster with very little stopping it. Water damage is also extremely expensive to repair! A simple leak of water, will require a whole ceiling to be repainting costing hundreds of pounds, an undetected leak of water could cause untold thousands of pounds of damage.

Insurance will pay for some of the costs, but a claim on a buildings policy, rather like your car will serve only one purpose and that is to increase insurance premiums or to increase excesses. One person in a block of apartments, that does not maintain his shower tray, can cause constant leaks causing several claims per

year. In addition, unknown leaks can cause wet and / or dry rot which spreads very quickly and very often this is not insured and to eliminate rot will run into thousands and thousands!

What else can go wrong? Flat roofs have a life cycle much shorter than a normal tiled roof, but are cheaper to install. However, they need to be constantly inspected (every year) and repair any defects or this will allow rain water into the building again causing water damage to the fabric of the building. On the external parts of the building, gutters are usually a weakness. In essence, their job is to carry away water, but if they are not regularly unblocked of leaves, decaying animals etc, the rain water cannot flow away and will leak into the fabric of the building. Finally, the exterior of a wall, needs regular inspection and repair whether its brickwork and the mortar needs checking or painted and re painting – saving money by a failure of maintaining a building is false economy and will only serve to cause damage to building, increase claims expenditure and pay more on excesses.

## Making a Claim

Everyone thinks insurance is a con. Just like everything else you purchase, if you know how to use it, it will work for you, if you don't, it won't! Buildings insurance does NOT insure everything. It cannot, but it does cover many things. It will cover "perils". An example of a peril is fire, theft, escape of water and a sometimes accidental damage. For a claim to be valid, the cause of the damage has to be one of these perils – so damage by a chip pan fire would be fire, damage by ingress of water due to storm would be storm, damage by ingress of water due to a flat roof failure is not a peril and would not be covered.

Making a claim is not that difficult. The first thing to calculate is how much is the damage. Obtain a quotation for the repair. Is it underneath the excess? if so then insurers will not pay the claim. If it's just over the excess, is the claim really worth making? Once a value of claim is known, report this to your managing agent who will report to insurers with accompanying information such as the repair estimate. Dependent upon the size of the claim, the insurers may well require a loss adjuster to visit.

A loss adjuster are the eyes and ears of the insurers, they are not there to reduce the claim, but to make sure the claim falls within the scope of the policy. Once the scope has been agreed, they will review the damage and make sure the damage is covered by the estimate of the works and report to insurers. Claims payments come from insurers and usually directly to contractors or to the managing agent.

In the event of a major loss, insurers will react a lot quicker. No estimates of repairs are required, loss adjusters and brokers will be on site usually within 24 hours and will take control of what happened, how it happened, is it covered? Once the cover is agreed, the key aspect is to get the repair underway as quick as possible and this again will be arranged with the agreement of the managing agent. If the incident is really serious, the other aspect to consider is alternative accommodation. Most residential property policies include cover for alternative accommodation and loss adjusters and brokers will work with individual residents to agree what is best for them during the repair period.

## When is an emergency NOT an emergency?

Out of hours emergencies are sometimes unavoidable. If you experience a genuine emergency that may cause further damage to property or persons, please contact us on 0843 208 4492. Voicemail will provide you with the numbers of emergency contractors (if you do not have your own). By leaving a message, we will be aware of the incident and it can be dealt with on the next working day.

If a problem does not require immediate attention, or it is a problem within your own apartment, please do not call out a contractor for non-emergencies, as you will be liable for any charges incurred.

For all other emergencies, please call 999 if required or in most cases, please see the list of useful numbers located in your foyer.

## Useful & Emergency Contact Numbers

As Managing Agents, we store a list of resident's emergency contact numbers and you are obliged to supply this contact information so that we can help in the case of an emergency. Please contact Complete Property Management on **0843 208 4492** or by email [info@completepropertymanagement.co.uk](mailto:info@completepropertymanagement.co.uk). This allows us to update our files accordingly should emergency access be required (in accordance with your lease).

Below is a list of useful numbers for reference:

### Managing Agent

Complete Property Management  
.....**0843 2084492 / 01772 782637** fax **0844 4432259**

### 24 hour Contractors

Inside Out Property Services ..... **07818 891623**  
(all trades)  
R.S Property Refurbishment..... **07814 802786**  
(all trades)  
Dryzone UK (all trades)..... **0845 304 5100**

### General Numbers

Crescent Electrical (electrical)..... **07976 384720**  
AWE (gates & electrical)..... **07811 104241**  
Northwest Aerials (aerials) ..... **0161 7931 383**  
Greater Manchester Police ..... **0161 872 5050**  
Crimestoppers ..... **0800 555 111**  
No electricity?..... **0800 195 4141**  
No water supply?..... **08457 462200**  
Discoloured water? ..... **08457 462200**  
Problems with drains & sewers?..... **08456 020406**

Any contact with any of the above contractors should be reported to Complete Property Management on the next working day. In some circumstances, you may need to contact the emergency services if a matter is of an urgent nature. Each development will normally have a list of specific contact numbers located in the entrance area or foyer.

## Hot Works Permits

If you are having any work done, which involves heat (such as blowtorches, cutting and welding gear or other heat-producing equipment), the contractors involved must have a permit.

The permit is self-explanatory and requires the contractor to confirm that he has a safe system of working. Specific precautions must be adhered to without fail in order to comply with the needs of the insurers. The permits also enable those responsible for the site to monitor any extra risky process being undertaken. It is not only best practice to use this system – it is safe practice!

Given the history of escape of water claims on some larger developments, it has also been deemed necessary to expand the permits to cover plumbing. The majority of claims at developments relate to escape of water claims and are avoidable. These types of claims can be costly and account for recent increases in insurance excess for such claims of up to £1000 to £5000.

Information about the need for contractors' permits is contained in notices at the entrances to all developments. Contractors are told to contact Complete Property Management before they start work and warned that they will be asked to leave the site if they do not have a suitable permit.

It is hoped that introduction of work permits will reduce the need to make claims which affect the insurance premiums you pay. If any damage is caused by contractors that have either not applied for or who do not hold a valid work permit, the insurers will not cover the claim and you will be breaching the lease.

## Property Repairs

Fault reporting is a common requirement on sites that rely on communal services. If faults are isolated to your own apartment (and do not affect communal services or areas), we will provide you with information that will help you resolve the problem at your own expense. If the source of the problem is found to be a communal fault, we will then manage the repairs and reimburse you - if appropriate. Like any home, if you find a fault in your own property, it is your responsibility to resolve. This can include but is not limited to the mechanisms of opening windows and doors, the rubber seals and general maintenance of the same.

If you encounter any problem that could lead to further damage, it is your responsibility to report the matter in order that any damage can be minimised.

# Frequently Asked Questions

## Meter Reads & Electricity

In most circumstances, you will have access to your meter. In the case of electricity, the rooms are normally locked to ensure that no unauthorized persons can enter to maintain good health and safety and to keep the insurers happy. Your meter should be clearly marked. However, we would suggest that you always check your meter serial number against your bill.



If you feel you are paying too much for your energy, it may be worthwhile going to one of the many online comparison sites to compare your usage against the best tariffs available. Clients have halved their bills by spending 10 minutes comparing suppliers. It is not necessary to stay with the same supplier any longer. We recommend your review your supplier at least every 12 months to achieve some great savings.

Similarly, most residents have a water meter located in a communal area. If you are in need of any assistance, please do not hesitate to contact us.

## Entry Fobs & Transmitters

If your development has a door entry system, although we may not be able to supply replacement door entry fobs, we will be happy to pass you on to a suitable supplier. Many door entry fobs for pedestrian access do not have batteries. Fobs can fail to work and are your own responsibility to replace. On average, fobs are £15 each to replace.

If your development has automated gates, you may also require a gate transmitter. If your transmitter fails to work, this can be because of many reasons. Firstly, check with neighbours to see if their transmitter works. If they do, it indicates the system is OK and you may need a new battery or transmitter. If your neighbours transmitters do not open the gate, it may indicate that there is a communal problem that needs rectification by qualified engineers. In this instance, you would need to contact our offices. If this type of failure occurs out of hours, we do not deem it as an emergency to repair but will in most cases ask engineers to attend to open the gates if in the closed position. All gates have a break glass box and manual release key or a chain. If the gates do fail, as a temporary measure, the keys or chain can be used to manually open the gate.

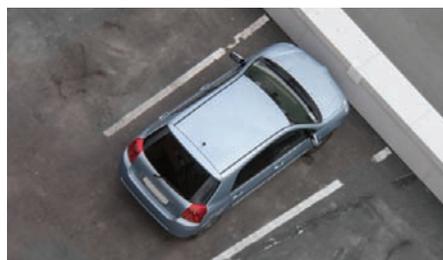
## Car Parking

At most residential developments, car parking is private to each individual. Car spaces are allocated within your lease by your Landlord. In other cases, you actually purchase the space or lease it from your Landlord.

If your space is occupied by another vehicle, this is often a breach of lease. As Agents, we can assist with enforcing the breach but only if you are able to supply the residents name and address who has parked in your space. We cannot assist if you are not able to supply this information.

On some developments, clamping is in operation. As your space is private, you are entitled to ask clampers to attend and either remove the vehicle or clamp it. This is only possible if an approved scheme is in place.

Where car park spaces are allocated, the cleanliness and maintenance of the space is the responsibility of the individual and not the Management Company. If you have purchased the space as part of the property, or hold a separate lease, you will be responsible for any repairs or resurfacing of the same and must keep the space in good order. This often means that your lease will not permit vehicles that are not roadworthy or of a commercial nature to park in the space. Your space can be used for your own visitors and any private motor vehicle but cannot be used to store items in. If you require further clarification, please refer to your lease.



## Noise

Many leaseholders understand that leasehold living does sometimes require a degree of tolerance when it comes to noise. Your lease is clear on the level of noise that is permissible. Excess noise or noise that causes you an annoyance is a breach of the lease.

Noise is a sensitive matter. When complaints are made to us to enforce, it can be obvious who has made the complaint. We do not divulge this information but in most cases it can be obvious with the information supplied. We have found it necessary to take some noise complaints to a legal status and enforce the covenants made within your lease. This action does result in tenants being ejected and costs being awarded in the favour of the complainant.

If complaints cannot be dealt with by mediation, legal action is required. To progress to this stage, we firstly have to prove that reasonable steps have been taken by the complainant to resolve the matter. Therefore, the following procedure is typical of a noise complaint:

- Be neighbourly and make contact with the person responsible. They may be unaware of the noise.
- If noise persists, make contact in writing with the Managing Agent and provide as much proof as possible of the breach to include dates/times. Try to get a third party to witness the noise.
- In conjunction with point 2, we suggest you contact the Councils Environmental Health Department to lodge a formal complaint with them also.
- On receipt of a written complaint and an account of attempts to resolve the matter informally, a letter will be sent to both the owner and tenant if applicable.
- If after 7 – 14 days the breach continues, the case will then be reviewed and further advice given before the case progresses.

## Communal TV Reception, Problems and Sky/Sky+/HD

With the greater number of television channels available, many clients wish to subscribe to sky or cable. Most buildings are not equipped for Sky, Sky+ or HD reception - cable is even more unlikely. Most leases do not allow individuals to erect their own dish on a building as this breaches the lease. Furthermore, most Councils will not allow multiple dishes on a building.

In some circumstances, it is possible to upgrade equipment to receive sky services. This is normally at the expense of the individual wanting the service. In most cases, service charge monies cannot be used to fund improvements. Such improvements would require the agreement of all lessees.

If your development has sky services already installed, you may be able to upgrade the service to sky+ or even HD. However, as additional cables are required to fully utilise this type of service, this is limited due to the lease not allowing additional cables to be installed inside the communal areas or outside the building. If cables can be distributed in a manner that lends them to be hidden, some clients have in the past been able to upgrade.

If you require further information on the services at your development, please contact us prior to placing any order so we can provide full details of the current installation and lease rules.

*Continued on next page >*

If you ever lose TV reception, we would suggest you follow the simple guidelines below to determine if the fault is with your own equipment or wiring within your apartment:

- Check power and aerial cables and swap them if possible
- Check your distribution sockets and equipment
- Speak with a neighbour to see if they are experiencing a mutual loss of reception, if not, it indicates a possible fault with your own equipment.
- If you are a sky user, check you do not have a fault with your telephone line, box or card.

If you continue to receive a poor or no signal, please contact us to report the fault. It may be necessary for engineers to attend your property to test the input from the common parts. Any fault found to be within your apartment would result in the costs of a service visit being due and payable by you. If the fault is a communal fault, the costs will be met from the service charge funds.

## Refuse & Recycling

The provisions at developments vary from council to council. However, we would like to remind all Residents and Tenants that the provisions on site need to be used in accordance with the instructions on the bins themselves.



The Council will refuse to empty the recycling bins if used incorrectly. The bins will identify the correct items that can be deposited. Please check and read the bin lid or sticker carefully. Examples of items are:

**Glass Bins** - Glass bottles and jars (any colour), tins and cans, aerosol cans, aluminium foil and takeaway trays, plastic bottles (nb: please don't include the lids as these are a different type of plastic and can't currently be recycled with the bottles)

**Paper Bins** - Magazines, Newspapers, Leaflets, Junk mail and catalogues, Yellow Pages directories, Paper, Cardboard, Drink cartons (eg tetra-pak), Envelopes

**Main Bins** - Any bulky items such as furniture or packing boxes cannot be deposited in the large bins. Items such as these must be removed from site or arrangements made with the council.

If you do not place refuse in the appropriate place, you will be in breach of the lease. This may result in action being taken against you and costs being applied.

## Pets

The keeping of pets varies and will be determined by your lease. Pets will either be:

- Not permitted at all
- Permitted by consent from the Management Company – via the agent
- Permitted as long as they do not cause annoyance or nuisance to other lessees

If you wish to keep a pet, we suggest you contact us in writing and request consent from the Management Company. If you are a tenant, we will also require you to have the written permission of your Landlord. We keep pet registers for many of our developments in order that we can deal with any complaints that are received. If you are able to keep a pet in accordance with the lease, permission will not normally be declined.

The permission to keep pets is normally subject to pets being kept under control at all times. In respect of dogs, they must be kept on a lead, not exercised on the grounds or be allowed to soil the common areas (inside & out). Noisy pets can be problematic and this would normally be dealt with under a noise complaint.

Many pet owners are responsible for pets and ensure that any pet hairs or splash marks are cleaned immediately. Damage to common areas is not acceptable and pet owners must ensure dogs are clean and dry before they enter a building. By keeping them on a lead, this will reduce the chance of pets becoming a problem or intimidating others who are not confident around animals.

## Instruction Books

Any white goods or equipment within your apartment is your own responsibility to maintain. Due to the wide variety of equipment available, we do not keep any manufacturers instructions. If you are unsure how to operate any appliance, we recommend you either contact your letting agent if you are a tenant, or search on line for suitable instructions as many can be downloaded from manufacturer's website free of charge.

## Boilers & Plumbing

Many boilers are not maintenance free. Given the complexity of boilers and the damage caused if they fail, we urge you to ensure that any servicing requirements in accordance with the manufacturer's guidelines are followed.

A leak from a boiler can cause major damage to any adjoining property and can cost you a

large insurance excess if an insurance claim is necessary to remedy any damage as a result.

Similarly, it is your responsibility to maintain the pipe work for your property. We recommend having all appliances and plumbing inspected and checked once per year for any leaks/defects.



## Absentee Landlords & Vacant Properties

If your property is vacant or you do not reside at the property as a permanent residence, we would strongly recommend that you provide us with key holder details and a point of contact in case of emergency. We keep an emergency database so we can aid in any emergency.

It is recommended that you turn off your water and drain down any appliances. Some developments have special equipment installed such as water guards. Water guards prevent leaks by detecting irregular water flows and cutting off water supplies.

It is also recommended that you regularly inspect a vacant property as air circulation and lack of ventilation or heat can lead to mould. Ensure trickle vents are left open on windows and keep your fire doors closed.

Two of the most common complaints with empty apartments are nasty odours from empty toilets/u bends and beeping smoke detectors. Please ensure you replace any spent batteries should your smoke alarm beep regularly and fill toilet basins to eliminate odours that emanate to communal areas or adjoining properties.

# Complete

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