



DARLINGTON
Borough Council

Leaseholder handbook



Welcome

Please find a copy of your Leaseholder handbook updated in 2022.

Your lease agreement and this handbook outline your rights and responsibilities as a leaseholder and those of Darlington Borough Council as a freeholder. Your lease agreement is a legally binding contract between you and Darlington Borough Council.

The agreement will enable you to live in peace and comfort in your home and allow the Council to take effective action against leaseholders who break the terms of the agreement.

I would like to welcome you to your home and wish you a long and happy stay as a leaseholder of Darlington Borough Council.

Welcome.

Ian Williams
Chief Executive



Contents

1. Your lease
2. Living in your home
3. Maintenance, repairs, and improvements
4. Selling your home
5. Service charges
6. Getting involved
7. How we use your information
8. Useful contacts



1. Your lease

What is the meaning of a leaseholder?

Once you complete the purchase of your home, you become a leaseholder.

As a leaseholder, you own your home, but you do not own the land surrounding your home, or the building in which it is situated.

The Council remains the freeholder of the building, and the estate in which it stands. Under the terms of the lease, we are required to maintain the exterior of the building, any internal communal areas (if applicable) and the grounds within the estate.

What is a lease?

A lease is a written agreement that establishes the relationship of a freeholder and leaseholder and sets out the contractual terms that are legally binding upon each person named on the lease. This means that it sets out the rights and responsibilities of both you as a leaseholder and Darlington Borough Council as the freeholder.

Your lease is an important document and you should ensure your solicitor provides you with a copy and fully explains its contents.

The lease will clearly define your home and its situation within the building estate.

The lease gives you the legal right to live in your home for a specified number of years, from the date the lease was created. If you sell your home, the new purchaser buys the remaining years of the lease. You can apply to extend your lease if it is coming towards its end, by serving the Council with a Section 42 notice. You will also need to instruct your own solicitor to represent you in the transaction. Further information can be found here: <https://www.lease-advice.org/faq/how-can-i-extend-my-lease/>

If you do not have a copy of your lease, you will be able to get one from your solicitor or mortgage lender. Usually, the Land Registry will also keep a copy.

Useful definitions in your lease

The following terms will normally be included in your lease:

The estate – the land and buildings of which your home forms a part.

The flats – all the flats within the building, including your own.

Communal areas – these are areas that you share with other residents, such as lifts, foyers, staircase and bin areas. These areas remain under ownership of the Council.

The lessee – the individual homeowner.

The lessor – the freeholder of the building.

The term – the number of years for which the lease is granted.

Ground rent – because leasehold is a tenancy, it is subject to the payment of rent to the building owner, this is known as ground rent and is a specific requirement of the lease.

Lessee's responsibilities – these clauses outline what the leaseholder is responsible for.

Lessor's responsibilities – these clauses will outline what the Council, as the building owner are responsible for.

Right of First refusal – the clause states that if you sell your property, within the first ten years, you must offer it to the Council first.



2. Living in your home

Internal improvements and alterations

As a leaseholder you must obtain the Council's written approval before carrying out any major improvements or alterations to your home.

You may also need to get planning permission and building consent before starting work. We do not need to know about minor work such as decorating, but we do need to know about any alterations that affect walls, windows, doorframes, plumbing, floors and electrical services.

If you go ahead with work after we have refused permission, you will be breaking the terms of your lease and the Council have the right to put things back as they were and charge you for this.

We won't charge you for permission before you carry out the work, however you may be charged if retrospective permission is required.

You are required to provide the Council with copies of any planning permission or building regulation approval that you have been given, for any works carried out.

Anti-social behaviour

We are strongly opposed to anti-social behaviour and do not tolerate it within our properties.

We work in partnership with other agencies such as Police, Civic Enforcement and Environmental Health to investigate and deal with anti-social behaviour swiftly.

If you need to report anti-social behaviour, please go to <https://www.darlington.gov.uk/your-council/report-it/>

Noise

Noise in flats can travel far and fast. It is important to consider your neighbours and keep any noise to a reasonable level when watching television, playing music, pets and DIY activity etc.

Try and show consideration to those living around you, we recommend these simple hints and tips that help to reduce any noise from your home:

- Where possible inform your neighbours about any DIY work you are about to undertake.
- Try to locate equipment away from shared walls.
- Tell your neighbours in advance if you intend to hold a party and ask guests to keep noise to a minimum.



Pets

You should ask for written permission from us before bringing a pet into your home.

We recommend that:

- Pets such as dogs are microchipped, and information kept up to date as required by the Microchipping of Dog's Regulation 2015.
- You do not allow dogs to roam freely and that they are kept on a lead when in communal areas.
- Pet(s) are not left in the home alone for too long as this can cause them distress and cause noise complaints.
- Any animal fouling is cleared up immediately and disposed of appropriately.

You or any members of your household are not permitted to use any animals for fighting or other unlawful purposes.

If we receive complaints about an animal at your home or in the communal areas, you may be asked to re-home the pet. If we are made aware of a pet being left in the property and we have concerns for its health, we may gain access to your home in an emergency.

Personal property and insurance

The Council is responsible for the insurance for the building and under the terms of your lease, you must have this insurance and the costs will be recharged to you as part of your service charge on an annual basis.

If you need to make a claim under our buildings insurance, you should contact us. Any insurance claims should be made within 30 days of the event.

For full details of your policy cover and all terms and conditions, please refer to the appropriate insurance documents, which we send to you each year.

As a leaseholder, you are responsible for purchasing your own contents insurance because items such as furniture or other personal belongings will not be covered by the building insurance.

If you sublet your property, you should also consider taking out landlords' insurance to cover things such as loss of rent/alternative accommodation for your tenants should an uninsurable event occur.



2. Living in your home continued...

Access to your home

Your lease will contain covenants allowing access to your home for Council employees, contractors, or its agents, to enable work to be carried out to the building. You will be given reasonable notice, except in cases of emergency, and any damage will be made good.

You must make sure your property is safe for anyone accessing your home for any lawful reason, including gaining access to roofs and loft spaces.

In an emergency, the Council or any person authorised by the Council may enter your home without giving any notice whether you are there or not.

In the event that your home is unoccupied, or access is unreasonably denied, the Council may use reasonable force to gain entry to your home without giving you any notice. This will only be done to inspect and/or carry out any works required to deal with the emergency. Your home will be secured after such entry.

For example, an emergency is when either you or another person's home, property or health and safety is deemed to be at imminent risk of harm, such as where there is a suspected fire, burst water pipe, sewage leak, gas leak or electrical fault (this may also include circumstances where gas or electricity meters have been tampered with or where there are welfare concerns).

Accumulation of rubbish and personal property

You must dispose of rubbish appropriately and you must not allow an accumulation of personal property, rubbish or other items in the property or communal areas that:

- (a) causes or is likely to cause damage or deterioration to the property.
- (b) poses an environmental health risk or a health and safety risk to any person lawfully at your property.
- (c) prevents safe access to or exit from your property.



Security and safety equipment

You must not interfere with security or safety equipment, this includes jamming, propping, or leaving communal entrance doors open.

Some blocks of flats have door entry systems, so you need to:

- Make sure the door is locked behind when you enter or leave the building.
- Make sure you know who any callers are before letting them into the building.
- Be careful who you give a spare key to.
- Take care not to lose your fob as there may be a charge for a replacement.

Subletting

The Council's leases allow you to sub-let your leasehold property.

If you sublet your property, you are responsible for ensuring that your tenants abide by the terms of your lease.

Please ensure that you advise us of your correspondence address and contact details including telephone number/email address. We may need to contact you in an emergency and so we can send you invoices, statements and information on upcoming major works and other information relevant to your property.

TV ariels/satellite dishes

Most flats have a communal television aerial for the block. You will need to ask for permission from us to install an outside aerial, mast or satellite dish. You may also need to request planning permission depending on the number of dishes on the building.

If you install your own dish/ariel, you must not drill through doors or window frames.



2. Living in your home continued...

Staying safe in your home

It is your responsibility to maintain and install gas appliances. Please use a suitably qualified gas engineer to carry out any works. We recommend that you have your gas appliances serviced annually. When you service your boiler, please provide us with a copy of the annual gas safety check certificate.

You are also responsible for testing any smoke detectors and carbon monoxide alarms in your home and ensuring they are in good working order. You must not tamper with or damage any smoke or carbon monoxide detector in the property.

You, any member of your household or visitors must not tamper with gas/electricity supplies or with utility meters.

Emergency services access

You must not obstruct access to emergency service vehicles in any way in your property, communal areas or the locality of your property. You must not park your car in any way that obstructs access for any emergency services. Your vehicle may be removed if it is blocking such access.

Fire safety

You should not light bonfires in any communal areas. We also recommend that you do not use any fireworks in communal areas, gardens and balconies.

Fire pits, barbeques, chimineas and braziers must be used in accordance with manufacturer's instructions.

You are only permitted to keep bottled gas, paraffin, petrol, LPG, acid, or any other hazardous material in safe and secure storage. Any such material must be stored in suitable storage containers. You can only keep a limited amount of such material which is reasonable for domestic use. You must not keep such materials in your home or in any communal areas.

You, any member of your household or visitors must co-operate with the Council and your neighbours to keep any communal areas clear. The Council may remove and dispose of any objects found in communal areas. You will be required to pay for the cost of the removal and disposal of such items.

As the freeholder, the Council manage and maintain the structure and fabric of the building and any grounds. The Council's obligations are included within the lease and include (not exhaustive):

- Keep in good repair the structure and exterior of the flat and building
- Make good any defect affecting the structure of the building
- Rebuild or reinstate the building in the case of destruction by any insured peril (such as flood or fire)
- To paint all outside parts of the building which are usually painted
- To paint all internal communal areas of the building which are usually painted

As the leaseholder, you will receive a bill for your share of any costs, which will be included in your annual service charges.



3. Maintenance and repairs

Reporting a repair

If a repair is required to your block which the Council are responsible for, please contact us and we will arrange to attend. You are responsible for the repairs within your home. If you contact us and we carry out the repair in your home, we will recharge you for this.

Consultation

Where we propose to carry out any major repairs, maintenance or improvement works to the building in which your home is situated, which are likely to cost an individual leaseholder more than £250, we will, before proceeding, formally consult with those leaseholders expected to contribute to the cost.

Charging for major works

Any invoice in respect of major works will be issued within 18 months of the Council becoming liable for the costs. Normally this will be on an annual basis (in April each year), but in the event of a major works situation this will normally be following completion of the works.



4. Selling your home

As a leaseholder you are free to sell your property at any time (See page 5 - Right of first refusal clause). However, if you bought your home under the Right to Buy scheme you may need to repay part or all the discount you received in the early years.

Up to date information on the discount rules can be found here: <https://www.gov.uk/right-to-buy-buying-your-council-home/selling-your-home>

As with any property sale, you may either appoint an Estate agent to sell the property on your behalf, or you may sell the property yourself. Either way, you must ensure that all prospective purchasers are aware of the leasehold nature of the property and of any rules and conditions which apply once a buyer has been found. You will need to instruct a Solicitor to contact us to obtain full details of the lease and the service charges payable.

Please note that all outstanding service charges must be paid by you, prior to completion of your sale.



5. Service charges

What is a service charge?

Leaseholders are charged an annual service charge; this will have been explained to you when purchasing your property. This charge is made up of the costs as explained below:

- **Ground Rent** – This annual charge is set out in legislation. This is annual rent in respect of the land on which your property stands. If your lease was created on or after 30 June 2022, you will not be charged Ground rent.
- **Repairs** – This covers the cost incurred by the Council in carrying out repairs to the fabric of your building and any communal areas. The charge is based on the actual cost of the work divided by the number of flats in ‘your block’, as stated in your lease. For example, the Council as the building owner are responsible if the external drains are blocked and you as the leaseholder will pay a fair and reasonable share of the cost to unblock these.
- **Communal lighting and electricity** – This includes the cost of supplying electricity to the communal facilities, and may include lighting, lift supply, and meter rental. The price on your bill is for actual consumption from the year before (Period 1st January to 31st December).
- **Cleaning** – This refers to the cost of cleaning of any communal interior or exterior areas.
- **Grounds Maintenance** – Cutting of grass around the building and maintenance of any Council owned land.
- **Buildings Insurance** – The Council is responsible for providing buildings insurance cover for all its stock. The annual insurance premium is divided by the total number of houses in the block to give us a unit cost per property.
- **Internal painting (if applicable)** – This is your contribution towards the cost of painting the communal stairwells and landings. The contract is reviewed every 5 years. Your contribution is calculated by dividing the contract cost by the total number of flats in ‘the block’ so we have a unit cost for each property. We then divide that cost by 5, so the cost is charged equally across the 5-year programme.
- **External painting** – This is your contribution towards the cost of painting of the external fabric

of the building and outbuildings. The calculation is the same as above under internal painting.

- **Administration Charge** – An administration charge is an amount payable by the leaseholder to the Council for:
 - The provision of information or documents.
 - Granting approvals under the terms of lease, or processing applications for such approvals.
 - Costs arising from non-payment of a service charge or from a breach of the lease.
 - Dealing with conveyancing queries when leaseholders sell their property.
 - Preparation of half yearly/annual repair statements and invoices.

You will be sent a half yearly repair statement each summer, usually around the end of July. The statement will show any repairs carried out to the building and communal areas from 1st January to 30th June. We may not have the exact costs at that point, but it gives you an idea of what repairs have been carried out.

You will also be sent an annual repair statement, with your service charge invoice, which will list the repairs from the half yearly statement, plus any repairs carried out between 1st July to 31st December.

Service charge disputes

Your service charges are calculated in accordance with your lease. If you dispute your service charge bill or consider the charges unreasonable, you can contact us. If you are still unhappy, you may make an application to the Leasehold Valuation Tribunal.

This is an independent statutory body set up to determine the reasonableness of service charges. Further information can be obtained from the address given on the last page of the handbook (Useful Contacts), where you will also find details of the Leasehold Advisory Service – an independent agency set up to offer free advice to leaseholders.

5. Service charges continued...

Payment options

You will receive an invoice for your service charges, which will detail the payment options. You can pay via Direct debit, debit/credit card, at the Post Office or bank credit.

We appreciate that sometimes difficulties arise and that you may have difficulties in paying. Please contact us as soon as possible to help avoid arrears building up.

If payment is not made and you have not contacted us, we will start recovery action. If payment is still not forthcoming, we will refer your case to the Council's Litigation team. Any legal costs incurred will be the leaseholders responsibility to pay and will increase the amount outstanding.

We may also approach your mortgage lender (if you have one) and request that they clear the arrears, or take legal action against you. If this happens you risk losing your home; this is referred to as a forfeiture of the lease.

6. Getting involved

The views, comments and feedback of our leaseholders, tenants and residents are important to us and we offer several opportunities to get involved in developing and improving our services.

We hold an annual leaseholder meeting usually in June. You will be invited to participate and attend the meeting. It is great opportunity for us to discuss important issues and any concerns.

We need to know when we are doing things right as well as when we do things wrong.

You can provide us with feedback by going to <https://www.darlington.gov.uk/your-council/complaints-compliments-and-comments/>

For further information on how you can get involved can be found here: <https://www.darlington.gov.uk/housing/customer-engagement/get-involved/>

You can email us at customerengagement@darlington.gov.uk

You can phone us on 01325 406682.

7. How we use your information

In order to provide you with the service you need, we have to collect, store and use your personal information. We will hold information about you such as your name, address and contact details. We may also hold financial, household, identification documents and sensitive personal information relating to your health, special needs or alleged or actual criminal offences, if relevant.

We will use the information you provide in accordance with data protection legislation. Information will be accurate, where necessary kept up to date and will be kept for no longer than necessary, in line with our retention policy.

More specific information regarding how we use your information is in the Council's overall Privacy Notice which is available on our website www.darlington.gov.uk/your-council/dataprotection-and-freedom-of-information/privacy-notice/. This gives you all the information you need in relation to our legal basis for processing your information, organisations whom we share data with, your rights regarding your information and contact details for the Council's Data Protection Officer.

8. Useful contacts

Housing Accounts Team – 01325 405333 or email: HATT@darlington.gov.uk

Customer Services – 01325 405333 or email: housing@darlington.gov.uk

Out of hours emergency repairs – 01325 405333

Xentrall Shared services – 01642 528385 or email: Collections@xentrall.org.uk

Revenues and Benefits – 01325 405444

Council tax – 01325 405555

StreetScene – 01325 405111

Payment line – 0300 4562671

Environmental Health – 01325 405111 or email: environmentalhealth@darlington.gov.uk

Police non-emergency – 101

Police emergency – 999

Complaints, compliments and comments – 01325 406777 or email complaints@darlington.gov.uk

Adult Social Care – 01325 406111

Leasehold Advisory Service – <https://www.lease-advice.org/>

Leasehold valuation tribunal – <https://www.gov.uk/leasehold-property/leasehold-disputes>

Gas emergencies (to report a leak) – 0800 111 999

Land registry – <https://search-property-information.service.gov.uk>

Citizens Advice – <https://www.citizensadvice.org.uk/about-us/contact-us/contact-us/contact-us/>

Homelessness (within office hours) – 01325 405333

Homelessness (out of office hours) – 01642 524552



Get in touch



01325 405333



Housing@darlington.gov.uk



www.darlington.gov.uk/housing



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