
LEASEHOLDER

HANDBOOK



Contents



Welcome 3

**Explaining
Your Lease 6**

Your Wellbeing 13

**The SW9 Repairs &
Maintenance Service 23**

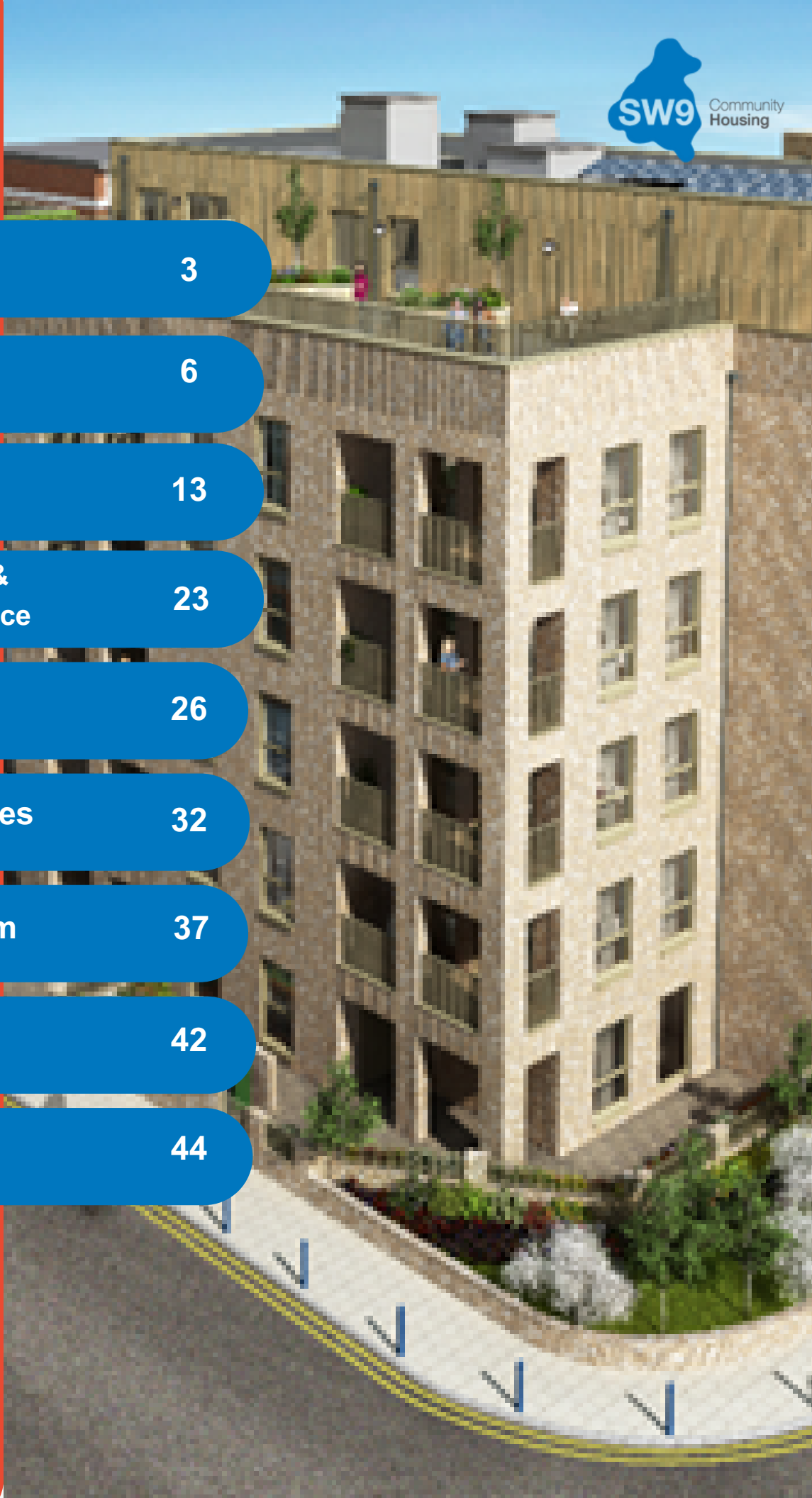
**Service Charges &
Ground Rent 26**

Newly Built Homes 32

In The Long Term 37

Getting Involved 42

Contact Us 44





Welcome

Delroy Rankin
Executive Director,
SW9 CH

SW9 Community Housing is a local management organisation operating on the Stockwell Park Estate on behalf of the landlord, Sovereign Network Group (SNG). We are responsible for providing you with a leasehold management service.

At SW9, we aim to provide you with an excellent customer service achieving this through ongoing reviews of our leasehold service as well as through your feedback. The Leasehold Handbook contains the information you need relating to your home and should be read together with your lease agreement. Within this guide, we explain your lease, how service charges are calculated, building safety information and how you can contact us.

Please keep this handbook somewhere safe and accessible as you may need to refer to its contents in the future.

If you have any queries that are not answered here, please do not hesitate to contact us. Our contact details are shown in the handbook.

Our Mission

The SW9 Community Housing mission is to:
“work in partnership with local people to provide effective and sustainable housing services, enabling our community to flourish.”

Our Values

Our values reflect our commitment to providing excellent services and community cohesion through the empowerment of our residents:



Independence

SW9 aims to operate as an independent socially responsible business.

Local

SW9 wishes to retain its close local links and support local people and businesses.

Quality

SW9 aims to provide good quality housing and services which will not only benefit residents but also enhance their quality of life. We will also demonstrate, deliver and promote recognised good practice within the resident-led housing sector.

Working In Partnership

SW9 is keen to work in partnership with the local authority, other housing providers and organisations whenever this will benefit the provision of local housing and services.

Value For Money

SW9 aims to ensure it delivers competitive, high quality services that represent value for money for our residents.

Financially Sound

SW9 will be prudent in its financial management. This will ensure a strong and viable future with the ability to continue to maintain existing homes and offer a full range of services to a high standard.

Integrity

The Board and staff will operate in an environment which supports the highest levels of integrity: where openness is encouraged across all our activities and with our stakeholders and partners. Our governance will be regularly reviewed to ensure appropriate controls and accountability across all areas of our business.



Our Customer Service Promise

We are dedicated to providing you with a high level of service.

We want to be a leading housing provider known for the quality of our homes and customer service. We want highly-satisfied customers and partners, and to make sure we continue to provide you with excellent service. We believe that all our customers have the right to know what level of service they can expect from us. We have a Customer Service Promise which sets out everything that you can expect when you deal with us. This can be found on our website www.sw9.org.uk.

Compliments, Comments and Complaints

We are committed to providing an excellent customer service and welcome all feedback from our customers. If you are pleased with our services, please let us know. We will use the information to thank our staff members.

We recognise, however, that sometimes things go wrong. If you are dissatisfied with something we have done or not done, or with the level of service you received, we want to know so we can investigate what's happened and try to put things right. This also gives us the chance to learn and improve our services.

You can make a suggestion, comment or complaint by:

- Telephone: **020 7326 3700**
- Email: **complaints@sw9.org.uk**
- Online: at **www.sw9.org.uk** using the 'Contact us' page
- In writing: either by letter or using our **Compliments, Comments and Complaints form**.



Explaining Your Lease

Your lease is a legal document. Before you bought your home, your solicitor should have explained your lease in full so that you understand both your responsibilities and those of the freeholder.

In this section we set out these responsibilities and what they mean to you.

Common Lease Terms

Lease: a contract between you and the freeholder.

Lessee: you as the owner of the property.

Lessor: Sovereign Network Group.

Lease percentage: The proportion of the costs of cleaning, maintenance, repairs and improvements that you can be charged for. Your lease percentage is calculated by the number to the bed spaces in the block and/or estate. Some costs such as building insurance, accountancy and administration, and ground rent, are charged directly to the property.

Estate: If the property you have bought is on an estate, the estate is named. The area of the estate is outlined in red on the plan attached to the lease. This identifies the area of land, gardens and roads included within the estate. It also identifies any parts that are excluded such as shops and electricity sub-stations. You will have to contribute to the cost of cleaning and maintenance of the area identified as the estate.

Property: This is the name of the block or, if you live in a house within a street, the address of the house.



The reserved property: This is the parts of the block, house and estate that are not included within the flat or maisonette you have bought, and which are not separately let to other owners or occupiers. It is our responsibility to repair and maintain these parts, and you will have to contribute towards the cost of cleaning, maintenance, repair and improvement.

These parts include:

- Communal doors and frames
- Communal staircase or corridors
- External walls or walls dividing your flat from another (but not the internal faces of walls within your home)
- External window frames
- Foundations
- Lifts
- Roof

The demised premises: This is the part of the block or house which you have bought, such as the internal shell of your flat or maisonette. It is your responsibility to maintain this part of the block or house, which includes:

- The floor surface, including floorboards or floor screed and balcony floor asphalt
- The ceiling plaster or plasterboard
- The walls, excluding the exterior walls and walls dividing the flat from other flats or common parts
- The internal surfaces of the exterior window frames
- Window glass
- Front door



Your rights and responsibilities

Your exact responsibilities depend on your lease, but you are generally required to:

- Pay a proportion of the freeholder's reasonable estimated costs of managing and maintaining the block or house and estate and of the council fulfilling the lease requirements.
- Pay the estimated costs not later than 21 days from the date of the invoice.
- Pay within 21 days of the invoice date, the difference between the actual costs and the estimated costs, where the actual costs are higher than the estimated costs that you have already paid.
- Pay the ground rent and all other charges for which you are liable within the times stated.
- Keep your home in good repair and condition.
- Obtain our permission to sublet your home and meet our costs of registering the subletting.
- Use the flat or maisonette as a single private flat for residential use.
- Not to allow nuisance within your home which may annoy or cause inconvenience to neighbours.
- Not to carry out alterations or improvements to your home without our prior written consent and payment of the application fee and any other costs attributable.
- Not to erect an external aerial or other television/radio receiving apparatus without our prior written consent.
- Not to have liquefied petroleum gas or any other explosive material in your flat or maisonette or anywhere in the block/house or estate.



The freeholder's responsibility

The freeholder's responsibilities will depend on your lease, but the freeholder is generally required to:

- Credit your account any amount by which the estimated costs exceed the actual costs.
- As far as is possible to ensure that every lease contains the same obligations and regulations.
- Keep the structure of the buildings in good repair and condition.
- Insure the block or house, including your property but not its contents, and the estate, against loss or damage by fire and any other risks which it may consider appropriate.

Short term lets

Short-term letting is when a property is let for anything less than 90 consecutive days.

Any let shorter than this period would be in breach of the terms of your lease. Whilst websites such as Airbnb and Booking.com are utilised to facilitate short term lettings, the use of these websites to let your property is not permitted and you must adhere to the terms of your lease.



What does your lease say about short-letting?

You are not permitted to short-term your property as per the terms of your lease. Using your property for short term lets is prohibited by your lease.

Your lease places conditions on the use and occupation of your property. Short-term letting is considered a breach of the lease covenants which states that you must use your property, “as a private residential dwelling” and not to allow your property to be used for, “any trade or business”. You have also promised, “not to do or permit or suffer to be done any act or thing which shall or may become a nuisance”, to the freeholder and occupiers of the remainder of the building or the estate.

The freeholder does not grant permission for short-term let arrangements and will take legal action against you if you let your property on a short-term basis. If you are not sure of your responsibilities regarding this, you should seek independent legal advice.



Building insurance

We own the building you live in and are responsible for insuring it.

In this section, we will explain what the building insurance covers, how to make a claim and the amount of excess payable.

What does the insurance policy cover?

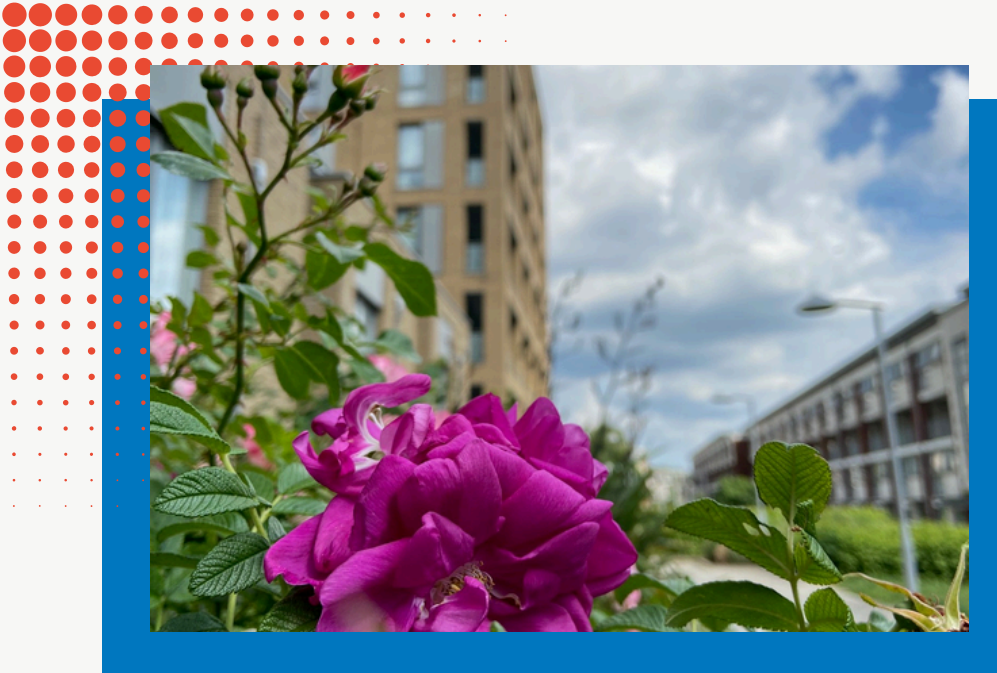
The building insurance covers the communal elements of the building such as the structure, the exterior and the services and installations of the block which are our responsibility to maintain. It also includes fixtures and fittings. These can be explained as anything you would not be able to remove and take with you were you to move.

Examples of these include:

- The plaster on the walls and ceilings
- Floorboards
- Windows and doors
- Bathroom fittings (sink, bath/shower unit, toilet)
- Kitchen fittings (units and fitted appliances)
- Decorations

The cover generally applies to alterations and improvements, provided you have received our written permission.

Insurance covers damage caused by the actions of another lessee or tenant. This only applies to damage caused to the structure of the building, or other elements covered by the buildings insurance. You will have to claim for damage caused to your personal belongings and possessions such as furniture, carpets or clothing on your own contents insurance, regardless of who caused the damage.



The policy covers damage to buildings (and to the previously mentioned internal elements of your property) that is caused by unforeseen events. These events are known as risks or ‘perils’, and include the following:

- Accidental damage
- Burst pipes or tanks
- Earthquake
- Explosion
- Fire
- Flood
- Impact
- Lightning
- Malice/vandalism (including graffiti)
- Riot/civil commotion
- Storm
- Subsidence
- Theft damage

What is not covered by the policy?

The policy does not cover every situation. These include faults caused by mechanical breakdown, hidden defects or wear and tear which are all treated as normal repairs.



Your Wellbeing

Your health, safety and wellbeing are important to us, and we take our responsibilities to protect you and your family very seriously.

As a resident you must also take all reasonable precautions to prevent risks to yourself and to others. In this section of the handbook, we cover most of the issues you might face and explain precautions you should take.

What makes a good neighbour?

SW9 Community Housing is committed to ensuring that all our residents are treated fairly.

We believe that all our residents should be allowed to live in their homes without discrimination due to their gender, disability, race, ethnic origin, age, religion or belief, sexual orientation or any other reason. We expect that our staff, contractors, or anyone working on our behalf, will be respectful to you and deliver our commitments.

As part of this we also ask all residents to agree to the principles of The Good Neighbour Charter. This is designed to help you fully understand your responsibilities as a resident, while ensuring that you are able to enjoy living in your home.

You may also have signed up to a Covenant when you purchased your home, which covers many of the same principles.



Your commitment

As part of your commitment to be a good neighbour, you should:

- Be respectful to your neighbours and their property at all times.
- Be tolerant and understanding of your neighbours' needs for periods of quiet - appreciating that some people can tolerate noise better than others.
- Keep an eye of elderly neighbours and let us know if you have any concerns for their safety or wellbeing.
- Allow all of your neighbours to enjoy any communal gardens and play areas.
- Respect the rights of children and young people to play and meet in a safe and happy environment.
- Be responsible for the behaviour of your children and ensure they are considerate of others.
- Be accountable for your children by ensuring they play responsibly, respect your neighbours' gardens and property, and ensure they are always supervised by an adult when playing in a communal garden or play area.
- Be responsible for your pets, where permission to keep them has already been granted from SW9, and not allow them to cause a nuisance to your neighbours or the community.
- Ensure that dogs are kept under control in public areas and clean up after them. Keep them on a lead and do not allow them to bark excessively.
- Make sure your cat isn't left out all day as cats can cause damage to gardens.
- Ensure to not use foul or abusive language or behave in a manner which can be perceived as intimidating by others.
- Keep your garden clean and tidy.
- Ensure that no rubbish builds up in your garden and use designated bins only - not keeping areas clean and tidy can lead to vermin.



- Ensure that children do not play or run around in the communal hallways and lifts.
- Keep balconies tidy.
- Ensure that no personal items e.g. motorbikes, bicycles, clothers, scooters, toys etc., are left in communal areas including the garden, play area, hallways or footpaths.
- Keep communal gardens, play areas and communal grounds tidy and free from rubbish.
- Ensure that bulky items are not left in the way - you should make arrangements with us for Estate Services to remove these items under the Bulky Waste Collection Service.
- Be respectful to our staff and each other by not throwing litter, cigarette butts or any items over our balconies or in our communal areas.
- Ensure that you do not park in a way that will block access for emergency services, resident drives, pathways, or park on grass areas, footpaths and dropped kerbs.



Anti-social behaviour (ASB)

We want to ensure our homes and communities are safe and pleasant places for our residents to live. This is why we won't accept any type of anti-social behaviour (ASB) by our residents, members of their household, visitors or pets.

Anti-social behaviour includes, but is not limited to, the following:

- harassment - such as hate crimes including homophobic and racial harassment.
- noise nuisance - such as loud music, DIY activity, running up and down stairs, particularly late at night and in the communal areas.
- youth nuisance - such as groups of youths causing rowdy/threatening behaviour.
- animal-related problems - such as dogs barking and animals fouling communal areas.
- neighbour disputes - such as arguments about shared amenities and parking.
- environmental abuse - such as dumping rubbish in corridors and fly tipping.

- drugs - such as the use of and supply of illegal drugs.
- vehicle-related nuisance - such as abandoned cars, car repairs and those without MOT and/or insurance.

We take reports of ASB very seriously and will take the steps necessary to protect our residents. We will always try to help and explain what action can be taken, including working with other partners such as local councillors, environmental health, community groups and the police (or other external agencies) to resolve ASB cases.



What should I do if I experience ASB?

In the first instance we always suggest trying to address the issue with the person, if you are comfortable doing so, to see if you can resolve the situation.

The other party may not be aware they are causing a problem.

Alternatively, report the incident or contact us for confidential advice. If you are threatened with violence or witness someone doing something illegal, please contact the police immediately.

You may also wish to refer to the ASB Toolkit on our website for guidance.

How do I report ASB?

You can report ASB by:

- Telephone: **020 7326 3700**
- Email: **info@sw9.org.uk**
- Website: **www.sw9.org.uk**
- In person: at our office, **6 Stockwell Park Walk, London SW9 0FG**
- By writing to us at our office address above.

Depending on the severity of the situation, a member of our Neighbourhood team or our Leasehold Advisor may want to meet with you to discuss the situation further.



My Home Contents Insurance Scheme

My Home Contents Insurance is a special insurance scheme arranged and managed by Thistle Insurance Services Limited on behalf of the National Housing Federation and available to all residents.

They provide insurance for all SW9 Community Housing residents with affordable rates, no excesses, easy and flexible payment options and the choice of including extended accidental damage cover.

Why should I have home contents insurance?

While we insure the building you live in, it is your responsibility to insure your personal possessions.

While many people often hope that nothing will happen to their belongings, sometimes things can go wrong unexpectedly. In these cases, it is important that you have home contents insurance to cover any damage, vandalism or floods to your household goods and contents.

Contents insurance can also cover the replacement of external locks if your keys are lost or stolen, and even the contents of your freezer.

For more information:

- Visit the My Home Contents Insurance website - **www.thistlemyhome.co.uk**
- Phone **0345 450 7288**
- Email **my_home@thistleinsurance.co.uk**



Health and safety checks

Our Neighbourhood and Estate Services teams regularly inspect the communal areas of our buildings for general health and safety and fire hazards. You can find details of how to join these on the Block Inspections page of our website www.sw9.org.uk

It is important you let us know of any issues that you notice so that we can investigate the matter and ensure the health and safety of everyone in the building.

Sovereign Network Group and SW9 Community Housing have a zero tolerance to items being stored in the communal areas, regardless of whether these are big, small or if you feel they are not blocking escape routes. Therefore if any items are sighted during any type of visit, they will be removed immediately without notice.

Any electrical appliances that we have supplied to your property meet with the appropriate Building Regulations and British Standards. Please do not use the gas boiler cupboard, electric panel areas or water valves cupboard for storage. For your safety, please do not alter or interfere with the boiler, gas, electricity, water or any other service applied to your property.



Fire safety

Most fires in the home start accidentally but the effects can be devastating.

If you are living within a flat, you are subject to more fire safety measures. Your building will have a fire strategy displayed by the main entrance of the block detailing specific guidance about what you should do in the event of a fire. Please do familiarise yourself with this. If you require assistance developing an escape plan please contact Sovereign Network Group (SNG), who manage fire safety on behalf of SW9 Community Housing.

SNG is required to ensure there is a sufficient Fire Risk Assessment completed on all of its blocks of flats. You can obtain a copy of this assessment from SNG should you like a copy. We have also produced a dedicated fire safety leaflet full of advice to keep you, your family and home safe, which can be viewed on our website or a hard copy can be provided upon request.

If your home has sprinklers then these are serviced annually by SNG through the AJS contract.

Smoke alarms

Please make sure there is a working smoke alarm fitted in your home.

It is your responsibility to ensure the smoke alarms within your home are working. Smoke alarms will give early warning to enable you and anyone else within your home to evacuate. We would urge you to test your detectors weekly to ensure they are working as they should.

Please be aware that you could be invalidating your home content insurance if you do not have operating smoke detectors.

Gas safety

Please ensure gas appliances and flues are maintained and serviced. SW9 undertakes safety inspections to communal gas appliances every year to keep them safe and in good working order.

However, unsafe systems are dangerous and can have potentially fatal consequences. We recommend that leaseholders regularly service all gas appliances.



Gas leaks

Cadent Gas Ltd operates Britain's national gas emergency service 24 hours a day. Their emergency telephone number is 0800 111 999.

National Grid will inform SW9 Community Housing if a problem is serious. If you smell gas in the street, report it at once to National Grid. Don't leave it to someone else to report it.

If you smell gas in your home:

- put out any cigarettes.
- contact National Grid immediately on 0800 111 999.
- make sure all gas appliances and the burners on your stove are completely turned off.
- open all doors and windows.
- do not use matches or naked flames.
- turn the gas supply off at the meter.
- do not operate any electrical switches or appliances including door entry systems.
- keep people away from the affected area.

Carbon monoxide

Carbon monoxide (CO) is a highly poisonous gas which can be fatal.

As a safeguard, please ensure that there is a working carbon monoxide alarm in your home. This will alert you to the presence of CO. It is very important that the alarm is not moved, covered, damaged or painted over, otherwise you may not be protected. It is also essential to regularly test the alarm.



Lifts

We have installed monitoring systems to our lifts.

This provides us with the following:

- The ability to see the status of all of our lifts so we can see when they are out of service.
- An instant notification when a lift goes into fault mode, so we can contact our lift contractor and ask them to attend as soon as possible.
- The location of the lifts that require repairs enabling us to address the issue.

This means we should be aware of any lift breakdowns but if your lift is not working please do still report it on **020 7326 3700**.

In addition lifts are also serviced through our maintenance contractor every month (including a statutory LOLER inspection every 6 months through an alternative specialist contractor).

Other communal systems

We carry out annual inspections on automated gates and barriers.

Additionally, when issues occur we also carry out repairs on:

- Intercom Systems - both the communal panel and in individual homes.
- Door access.
- CCTV
- Repairs to communal satellite and communal TV aerials.

Car parking

We provide parking spaces for our residents living on Stockwell Park Estate.

For information about our Estate-wide Parking Scheme, prices and how to secure a parking space, please contact us via email at **Parking@sw9.org.uk** or call us on **020 7326 3700**.



The SW9 Repairs & Maintenance Service

SW9 are responsible for carrying out certain repairs. However, there are others that are your responsibility.

All residents have a responsibility to take good care of their home, and not allow damage to occur through negligence or abuse by themselves, family members or visitors.

The responsibility split

**We will only carry out repairs to the structure and common areas of your building.
You are responsible for all repairs inside your property.**

Please read the detail set out in your lease as responsibilities can vary, especially for windows and doors.

Important: Before you carry out any significant or structural works, please contact us to establish if you need 'Landlord's Consent'.



Your responsibility

In general, it is your responsibility to:

- repair and maintain any pipework only serving your property
- repair and maintain sinks, baths, taps, wash hand basins, toilets and other internal plumbing
- replace light bulbs, ceiling roses, sockets and repair any internal wiring
- reglaze your windows and glass in your flat's entrance door
- repair your heating system and radiators (except properties that have a communal heating system)
- carry out works to your floors and ensure that these are adequately sound proofed
- decorate your flat, including interior wooden framed windows
- repair flat doors, including locks and handles (except where it is deemed a fire safety issue).

All works must meet the current Building Regulations.

SW9's responsibility

We are responsible for repairing and maintaining:

- the structure of the building
- brickwork
- roofing and high-level works (soffits, fascias, guttering, chimneys, etc.)
- drainage and chimney stacks
- external decoration
- internal communal areas (hallways and stairwells)
- communal entrance doors (including door entry systems)
- mechanical and electrical equipment (lifts, CCTV, communal TV aerial)
- communal windows (glass and frames)
- flat windows (frames only, subject to lease).

More information can be found on the Repairs pages of the SW9 website. To report a repair that is our responsibility, please contact us:

- Telephone - **020 7326 3700**
- Email - **repairs@sw9.org.uk**
- Website - using the 'Report a repair' form at **www.sw9.org.uk**



Reporting a repair

You can report a repair by:

- Telephone: **020 7326 3700** (selecting the 'repairs' option)
- Email: **repairs@sw9.org.uk**
- Online: at **www.sw9.org.uk** using the 'Report a repair' page.

When you report a repair, please:

- give us your name, address and contact details.
- describe the repair you need in as much detail as possible.
- give the dates and times when someone will be at home to let our contractors in.

In an emergency out of normal working hours, you can call our usual number **020 7326 3700** and you will automatically be directed to our Out of Hours repair service.

Repair categories

All repairs that are SW9's responsibility fit into one of the following categories:

Emergency repairs (within 24 hours)

If your repair is an emergency, please phone us on **020 7326 3700**.

We aim to fix emergency repairs within 24 hours. Emergency repairs are situations where there is a risk to someone's life, health and safety, a home is not secure, or there is damage that is rapidly getting worse.

Non-emergency repairs

There are three types of non-emergency repairs: urgent repairs, routine repairs and planned repair works.

- Urgent repairs (within 7 days)

Repairs that need prompt action but where there is no immediate risk to your health and safety.

- Routine repairs (within 28 days)

Repairs that will take some time to complete.

- Planned repair works (within 90 days)

Bigger pieces of work that take longer to arrange. These works are usually carried out by SNG and may need specialist contractors, surveys or more investigation.



Service Charges & Ground Rent

As a leaseholder you have a responsibility for paying annual service charges. You may also pay ground rent.

This section sets out everything you need to know about how these payments are calculated, how you can pay them and raise disputes.

What are service charges?

As your landlord, we can charge you for any services and works that we provide or undertake to your block and/or estate. This is called a service charge.

The proportion of the service charge that you need to pay is set out in your lease.

Services included in your service charge could include:

- repairs and maintenance (for works that are our responsibility)
- building insurance (not including contents insurance)
- cleaning
- gardening and grounds maintenance
- electricity (including communal and/or estate lighting)
- lifts, door entry systems, CCTV, communal TV aerial, mechanical ventilation
- security
- pest control
- rubbish disposal
- fire risk assessments
- fire equipment maintenance (sprinklers, fire extinguishers, emergency lighting)
- management fee
- audit fee

Every leaseholder and shared owner must pay the proportion of the service charge set out in their lease.



How we calculate service charges

Your estimated service charge

At the start of each financial year, we calculate your service charge based on an estimate of the amount that we anticipate to spend on providing services or works to your building and/or estate over the forthcoming financial year.

In February, we will send you your yearly service charge estimate which details the amount you need to pay each month starting from 1 April.

- If the costs have gone down from the estimate we will refund the difference into your account.
- If the costs have gone up from the estimate, we will send you an invoice for the additional charge.

If you have any questions or you do not understand your service charge, please contact us.

Your actual service charge

In September, we will send out your actual service charge statement for the preceding year. Your statement will show both the estimated costs that we gave you at the start of the year and the actual costs incurred for the year.



Disputes

If you wish to dispute your service charge, please first contact us so we can try and resolve your dispute.

Your dispute may be in relation to the costs of the works or services or about the standard of works or services undertaken.

You can normally only dispute your service charge once you have been billed your actual charge.

If you still remain unhappy about how we have tried to resolve your dispute you may make an application to the First Tier Tribunal which is an independent body.

What is Ground Rent?

You might also be charged ground rent if you live in a flat or maisonette.

You will receive an annual ground rent notice if you have to pay this charge.



Ways to pay

There are a variety of ways in which you can pay your rent and service charge:

- Direct Debit
- standing order
- via the **SW9 Community Housing payment app** which is available to download via the Apple app or Google Play Store app
- via the **PayPoint website link** - <https://sw9payments.paypoint.com/Home>
- at any Paypoint outlet
- by telephone - **020 7326 3700**, or direct to PayPoint - **020 3650 4095**.

To help you decide which option is the best for you, SW9 has a leaflet dedicated to ways to pay. This is available on request.

If you are struggling with your payments, the earlier you get in touch with us, the quicker we can help you. Please call the Leasehold team on **020 7326 3700** to book an appointment for a free and confidential discussion to resolve not only your arrears but other debts, create a personal budget, provide tips and hints on how to save money or to refer you to our Welfare team to carry out a welfare benefit / financial check.



Service charges, major works and long term agreements

There will be times when we will need to carry out major or cyclical works.

For example:

- cyclical repair and redecoration
- lift replacement
- window replacement
- roofing replacement

The costs of carrying out these works can run into several thousand pounds per property. If these works are required we will enter into consultation with relevant leaseholders.

Reserve fund

For some of our leaseholders we have set up a reserve fund (sometimes called a sinking fund) that we bill as part of your annual service charge in order to help you pay for such works.

The reserve fund means that we are able to reduce the financial impact of larger scale works on individual leaseholders.



Before we carry out large scale works or enter a long term agreement

We will consult with residents on large scale works when:

- the works cost more than £250 per flat
- we enter into a long-term agreement of more than one year where the costs exceed £100 per unit, per year.

The consultation, known as a 'Section 20' consultation under the Landlord and Tenant Act 1985, consists of up to three stages.

Stage 1

We give written notice to each leaseholder and the recognised residents' association (if there is one). The notice will:

- give a general description of the work we are planning
- say why the work is necessary
- inform you about whether you can nominate a contractor to provide an estimate (a nominated contractor); and
- give you 30 days to send any comments to us in writing.

Stage 2

We give each leaseholder a written notice, which:

- includes at least two estimates for carrying out the work
- gives a summary of (and our response to) any comments we have received; and
- gives you 30 days to send us your written comments on the estimates.

Stage 3

We will only give a stage 3 notice if:

- we (the landlord) have not selected the lowest estimate
- we have not selected a contractor proposed by a leaseholder or recognised Tenants Association.

If the contract is very large it may be subject to different rules and advertisement on the Official Journal of European Union (OJEU). This will be explained when we tender contracts.



Newly Built Homes

If you are moving into a newly built home, there are certain differences to the responsibilities held by both you and SW9.

This section sets out everything you need to know about these differences and what they mean to you.

Your guarantee

If you have bought your home, it will normally come with a guarantee from a building warranty provider such as the National House Builders' Union (NHBC), Premier Guarantee or the LABC.

If you are the first buyer of the property, your solicitor should provide the guarantee certificates when the sale goes through. You must keep it safe.

What the guarantee means

The guarantee covers faulty material and workmanship related to the building's structure. It will normally be in force for 10-12 years.

If you are aware of any problems, please contact our Aftercare team first on **0300 373 3000** or email **aftercare@networkhomes.org.uk**



During the first 12 months

The contractor has a responsibility to rectify any defects within the first 12 months from when the building is first completed (not from the time that you bought your home).

This is called the '12 month defect liability period'.

Please note: Shrinkage or settlement cracks that may appear in your walls are not defects. They are caused by the building materials settling and losing moisture over time.

If you have any issues in this period that you think are a building defect, please contact us to report it.

How quickly will repairs be carried out?

Depending on the defect that you report, we will give it one of four response times as set out in 'The SW9 Repairs and Maintenance' section.

If you are not satisfied with work carried out in the first 12 months, you can report it to the National House Builders' Union (or the organisation that issued the warranty certificate).



Inspections at the end of the 12 month period

At the end of the first 12 months, we will inspect the building with the contractors to identify any final defects. We will give you notice (usually two weeks) that we will be visiting.

When you receive notice, it is important that you arrange to allow us access to your property. Please contact us to arrange an appointment.

If you can't give us access, please tell us as soon as possible so that we can find a more suitable time. If you do not arrange an appointment, we will assume that there are no issues with the property.

During the inspection

We will note the details of any defects we find or that you point out. The contractor will then return to carry out the repair within 28 days following the inspection.

When the contractor has completed the repair, you will be asked to sign a defect repairs worksheet to confirm that you are satisfied that all the work has been completed.

Please note: the 12 month inspection is a final opportunity to have any issues or concerns looked at and repaired. After the 12 month period, it will be your responsibility (as a leaseholder) to deal with any future issues with your insurance providers.

How to make an insurance claim

Our properties are insured by Zurich Municipal. Their telephone claims line is open 24 hours a day and they deal directly with all property claims.

- To contact Zurich Municipal, please phone
0800 232 1901.

When you contact Zurich Municipal, please give:

- Your name
- Your address
- The policy number: JHA-22S126-0013.

You will be making your claim under Schedule 12 of the policy.

35



Repairing damage to your home

Zurich can offer you the services of a pre-approved contractor to carry out the repair work to your home.

If you would prefer to use your own contractor, you can. You will need to provide Zurich with two independent quotes before starting the work.

For more information

If you need more information about our insurance with Zurich Municipal, please fill out our website contact form at **www.sw9.org.uk** or phone us on **020 7326 3700**.



In the long term

In the long term you may wish to make changes to your leasehold. This might include extending the lease, buying the freehold or subletting your home.

This section of the Leasehold Handbook explores these options and lets you know what options are available to you.

Extending your lease

As a leaseholder, if you own 100% of your home, you have the right to extend the duration of your lease by 90 years.

To extend your lease, you have two options:

- serve us with a Section 42 notice.
- apply for a contractual extension.

Section 42 notice

A Section 42 notice means that we must obtain an independent valuation of the property and the remainder of the lease carried out. Please note that the valuation increases significantly if the lease has less than 80 years left on it.

Contractual extension

You can extend your lease for a premium based on an independent valuation (as previous). By choosing this option you can reduce your legal fees and negotiation costs. For more information, please phone your Leasehold Advisor on **020 7326 3700**.



Buying the freehold

If you are a leaseholder (not a shared owner) and you have more than 21 years left on your lease, you may have the right to collectively enfranchise your building.

This means that you and other qualifying leaseholders can form a company, compel us to sell you the freehold and take over all management responsibilities and services for it.

There are strict eligibility criteria and you should check with your Legal Officer whether you qualify before you start the process.

For more information, please phone your Leasehold Advisor on **020 7326 3700**.



Buying more shares in your home (staircasing)

Staircasing allows you to buy extra shares in your home.

If you are a shared owner, you can buy extra shares in your home until you own 100% of the property.

The greater the share you own in your home the less rent you will pay. If you Staircase to 100% ownership you become an outright owner and will no longer have to pay rent.

- If you're interested in Staircasing your property the first thing you need to do is find out if you can afford to do so. You may wish to speak to your current lender who can assess you and your current mortgage to advise if you are able to take on additional borrowing to purchase a larger share of your home. You can also contact a new lender to find out if taking out a new mortgage is a better option for you, as you may be able to take out a larger loan to purchase the additional share with a better interest rate.

Another option you may wish to consider is to contact a Financial Advisor who can assess your financial circumstances.

- It is important to note that securing the funds can be the most prolonged part of the Staircasing process so we strongly advise you to check if you are able to Staircase before you obtain an independent valuation of your property.

To buy extra shares in your home, you need to contact your Leasehold Advisor on **020 7326 3700**. We will send you information about the process and the valuation fee. You must pay the valuation fee to enable us to carry out a valuation of your property. Once our surveyors have valued your property and you have told us what proportion of your home you are able to afford, we will calculate the cost of that share and the reduction in your rent.



Selling your home

When you decide to sell your home, there are different steps you need to take depending on whether you are a leaseholder or a shared ownership leaseholder.

If you are a leaseholder

If you are a leaseholder you can sell your home on the open market. When you have found a buyer and accepted an offer, your solicitor will contact our Legal Officer. We will provide you with a memorandum of sale and a sales information pack.

Please note: There is a fee for the sales information pack.

If you are a shared owner

If you are a shared owner, you can sell your share of your home by transferring your lease to another person. To transfer your lease, you will need to have your home valued by a RICS registered surveyor so that we can agree the maximum sale price for your share.

Under the terms of your lease, we have the option to buy back your home or to nominate a purchaser. Your lease states the length of time that we have to do this (normally six - eight weeks).

If we do not buy back your home or nominate a buyer, we will give you permission to sell your property on the open market. Please note that you will be selling 100% of the property, This is known as a 'simultaneous staircase and sell on'. When you have found a buyer and accepted an offer, your solicitor will contact our Legal Officer and we will provide you with a memorandum of sale and a sales information pack.

Please note: There is a fee for the sales information pack.

Please contact your Leasehold Advisor for more information.



Subletting your home if you're a homeowner

If you're thinking about subletting your home, the first step is to check the terms of your lease agreement.

If your lease allows you to sublet

If your lease allows you to sublet then you will need to provide your Leasehold Services Advisor with the following information.

- Proof of address (for you and the new tenant).
- Up to date contact details (for you and the new tenant).
- A copy of the tenancy agreement between you and the new tenant.
- A letter from your mortgage company giving you permission to let the property.
- A valid CP12 gas safe certificate.

Please note: You will need to pay a fee to register your subletting arrangements.

If your lease does not allow you to sublet

If your lease does not allow you to sublet then we will not be able to grant you permission.

If you sublet your property without our permission, we will have to take legal action against you for breach of your lease.

Subletting your home if you're a shared owner

In general, we do not allow shared owners to let out their homes.

This is because the shared ownership scheme aims to help people buy a home that they can live in. We will consider allowing you to rent out your home for short agreed periods of time. For example, if you have to work away from home for a year or less.

For more information, please contact your Leasehold Advisor.



Getting involved

SW9 Community Housing is a resident-led organisation. This means we encourage resident involvement at every level of the organisation.

Hearing from our residents about ways we can improve is important to us. We listen to the feedback we receive and use it to help shape our services. Many of our current improvement projects have been influenced by the feedback we receive from our residents.

What can you get involved in?

SW9's programme of involvement activity is called RISE and includes a variety of ways for residents to get involved and help up to improve our services.

We encourage all household members to actively engage with us.

This may range from one-off commitments to roles that can last over a year. However much time you are willing to give, we have a role that will suit you.

Opportunities include Board membership, the SW9 Improvement Panel, Leasehold Forum, Block Inspections, Consultation, Procurement, Resident Communications Group, Training & Development and Residents' Associations.

We also have a number of activities tailored toward our younger and more elderly residents. In addition, as part of the regeneration programme, SW9 has two spaces just for the benefit of the community:

- **SW9 Learning Centre, 153 Stockwell Road, SW9 9FX**
- **SW9 Resource Centre, 13 Benedict Road, SW9 0FS**

This is an exciting time for us as we can run activities and events to bring residents together. A full list of what we have going on can be found on our website.



How does getting involved benefit me?

By getting involved you can:

- Shape services
- Effect change
- Monitor performance
- Be involved in the management of your home
- Create community cohesion

Our Customer Resolutions Manager is available to support you and answer questions.

How to get involved

If you are interested in any involvement opportunities, please contact us by:

- Telephone: **020 7326 3700**
- Email: **getinvolved@sw9.org.uk**
- Online: at **www.sw9.org.uk** using the 'Contact us' page

How do you support my involvement?

We offer a variety of support for our residents who get involved with SW9 Community Housing and their community. Where relevant we can:

- Reimburse travel expenses.
- Reimburse childcare costs.
- Provide taxis for vulnerable residents.
- Offer thank you gift vouchers and other incentives.
- Offer training opportunities.

Contact Us



There are several ways in which you can contact us.

You can also visit us in person:

Normal Office Opening Hours

Monday	9am - 5pm
Tuesday	10am - 5pm
Wednesday	9am - 5pm
Thursday	9am - 5pm
Friday	9am - 5pm



www.sw9.org.uk



info@sw9.org.uk



020 7326 3700



**6 Stockwell Park Walk
London SW9 0FG**



@sw9housing



SW9 Community Housing



sw9communityhousing



SW9 Community Housing