

Leaseholder Fact Sheet

What is Leasehold

If your home is a flat or maisonette, it is part of a larger building which is divided up into individual units. There may be another property above, below or next to you, but still within the same building.

This can be defined as ownership of a property that is not independent but shares such things as the roof, entrance hall and stairs. The shared items need to be maintained for the benefit of all the individual residents and the costs will be shared amongst them.

The Lease

Your lease is a type of tenancy and is a legal agreement between you and your landlord. It allows you to live in your home for a set period of time. This is known as the lease term.

If you bought your home on the open market the seller will have transferred the rights and responsibilities in the lease to you for the rest of the term.

The terms of a lease cannot usually be changed by either party without the other's consent. The government sometimes makes changes to leasehold legislation and this can override the terms of existing leases.

Not all leases are the same and it is possible for two neighbours to have slightly different leases. This is because some of the lease clauses have been amended over the years to take into account changes in legislation and leasehold best practice.

The lease details the Rights and Responsibilities of both the leaseholder and the landlord. Whilst this is not a complete list some of the more common ones are shown below.

The Landlord (Plymouth Community Homes) Responsibilities

To maintain and repair the exterior, structure and common parts of the building.

To give reasonable notice to residents if access is required to the premises. This will usually be at least 48 hours except in cases of extreme urgency.

To keep the building insured to the full cost of re-instatement. (This is for buildings only and does not cover contents. Leaseholders will need to arrange contents insurance separately)

To keep proper accounts of all costs and expenses incurred in carrying out its obligations.

To manage the block and estate in a reasonable manner.

The Landlord (Plymouth Community Homes) Rights

To enter the premises with or without workmen, at reasonable times, to examine the condition of the premises and the right to issue a notice specifying any repairs or works necessary to be carried out by the leaseholder.

A right of access and entry upon the premises for the proper performance of its obligations.

The Leaseholder's Responsibilities

To pay ground rent and service charges, including major works and repairs costs.

To keep the interior of the flat in a good state of repair and the windows properly cleaned.

Not to make any structural alterations without the prior written consent of the Landlord.

Not to use the premises for any illegal or immoral purpose.

Not to use the property for any trade or business purpose and only to use it as a private residential flat.

Not to do anything which may be a nuisance, annoyance or cause damage or inconvenience to either the Landlord or any other resident.

Not to cause an obstruction in any of the communal areas of the property.

To give reasonable notice before accessing other parts of the property to carry out repairs or maintenance that the leaseholder is responsible for. This should be at least 48 hours unless in cases of extreme urgency. If whilst doing the work any other part of the property becomes damaged this must be made good by the leaseholder.

To permit the Landlord and the owners of other flats to have access and to enter upon the premises to fulfil their obligations.

To comply with any regulations which the Landlord may make to govern the use of the flats and the Reserved Property.

If you wish to sell the flat within 10 years of purchasing it under the Right to Buy or Right to Acquire you must give your Landlord the option to purchase the flat first. If selling within 5 years of that date you must pay a sum to the Landlord.

Not to erect any external wireless or television aerial or any pole or flagstaff.

Not to place a window box outside any of the windows without the prior written consent of the Landlord.

To pay a reasonable proportion of the expense of repairing and maintaining all unadopted private roads and footpaths on the estate.

To keep properly clean and tidy any parts of the property that were the responsibility of the first leaseholders when they were tenants prior to completion of the Right to Buy or Right to Acquire.

To observe all the terms and regulations set out in the lease.

Leaseholder's Rights

To peaceably hold and enjoy the premises for the term of the lease.

Access to the communal parts of the property and use of any communal facilities that have been provided in the property.

Passage of gas, electricity, water, etc. to and from the premises.

Frequently Asked Questions

Q. When the property needs repairing, what type of repairs can the leaseholder do?

A. The leaseholder is responsible for maintaining the parts of the property that the lease describes as being 'Demised'. This includes the inside of the flat and any apparatus, pipes, wires, etc. that are used solely by the flat.

Q. I have a leak. Who is responsible for completing the repair?

A. If the leak is from a pipe that is used solely by your flat it will be the leaseholder's responsibility to get this fixed. The Landlord is responsible for communal pipework. A leaseholder's responsibility for pipework usually commences from the water meter.

Q. Can I arrange my own buildings insurance?

A. The simple answer is no. Under the terms of all leases the Landlord is responsible for arranging this for all leasehold flats in the property. In view of the number of properties involved the annual premium tends to be much lower than if you had arranged your own separate insurance.

Q. What is covered under the buildings insurance policy? I am not sure whether to claim for my bath under the buildings or contents insurance.

A. The policy covers the structure of the property together with any fixtures and fittings in the flat. Items such as bath, washbasin, sinks and toilets which are fixtures in the flat are covered under the buildings insurance.

Q. Can I paint the outside of my flat?

A. The Landlord is responsible for maintaining the outside of your home and therefore external painting will be the responsibility of the Landlord.

Q. Does Plymouth Community Homes make a profit out of leaseholders?

A. No. Plymouth Community Homes is a non-profit making organisation and a registered charity. We do not make a profit from leaseholders but we are expected to cover all costs when complying with lease terms and providing services to leaseholders.

Q. My lease says that I cannot make any alterations or additions to the premises without the prior consent of my landlord. How does this work please?

A. This does not cover such things as internal decoration or routine maintenance. If you would like to make an alteration to your flat, for example removing an internal wall, changing windows or the front door, erecting a fence or wall outside you will need to get written permission from your Landlord before any work starts. We will not unreasonably refuse permission but we do have a responsibility to keep others in the block safe. To apply for permission please write or email the Leasehold team and we will pass your request to a qualified surveyor who will be able to consider this for you.

PCH Contact Information

Residential Leasehold Team: 01752 388094 Lease.Hold@plymouthcommunityhomes.co.uk

Leasehold Team, Plymouth Community Homes, Plumer House, Tailyour Road, Crownhill, Plymouth, PL6 5DH. (Office hours: Mon-Thurs 08.30-17.00 Fridays 08.30-16.30)

Main Switchboard, Compliments, Comments & Complaints: 0800 694 3101

Reporting Repairs: 08082 306 500 / 01752 237990 (Between 5.00pm-7.00am 08009179459)

General Enquiries: Enquiries@plymouthcommunityhomes.co.uk

Website: www.plymouthcommunityhomes.co.uk

Our website has further information and documents available for download:

<http://www.plymouthcommunityhomes.co.uk/our-community/leaseholders>

- The Leasehold Management Policy
- The Leaseholder's Handbook
- The Leasehold Ground Rent and Annual Service Charge Booklet
- The Right to Buy Lease Extension Booklet.
- Paying for major works to your property.