

Chapter 3

Your lease

What is a lease?

A lease is the legal written agreement between you and your landlord (in this case, the council). We carry out the council's responsibilities under the lease.

Usually, the council owns the freehold for the land your building is on and the building that your flat is in.

Your lease will usually run for 125 years, unless:

- the council does not own the freehold, so it can only offer you a sublease for a shorter period; or
- you have paid to extend your lease.

There are different types of lease depending on when the council sold your property. The main differences are the way we work out your service charges and whether or not you have to pay towards improvements. You can get more details about this in chapter 4 'Service charges' and the booklet 'Bills for major works.' You can get this booklet from the Home Ownership Team or download one from our website, www.homesforharingey.org.

Your lease is the main document in your relationship with us. If there is any problem or a disagreement, the lease usually explains things.

Understanding your lease

We have produced a plain English guide to the lease to make it easier to understand. If you would like a copy, please contact the Home Ownership Team.

We also run 'induction sessions' for new leaseholders. Induction sessions explain leasehold issues such as the terms of the lease and service charges. If you would like to go to a session, please contact the Home Ownership Team.

The contents of your lease

Your lease is an agreement between you and the council. It:

- includes plans that show the position and the area covered by your flat, the building it is in and the estate it is on;
- explains the council's rights and responsibilities (which we carry out on their behalf);

- explains your rights and responsibilities; and
- explains the types of services you have to pay for and how your service charges are worked out.

You can get more information about this in chapter 4 'Service charges'.

Your responsibilities

This section sets out your main responsibilities.

Access to your home and to services

You must allow our staff or contractors into your flat to carry out repairs, inspections or improvement work to the building or the services that run through it (for example, shared pipework or electrical wiring).

You should not block access to services, such as water or gas pipes or electric cables (for example, by tiling or wallpapering over an access panel). If you ask us for permission to do work that will block access to services, we will refuse. If you do not need our permission for work you want to do, and at a later date we have to remove tiles or wallpaper that you have put up, we may not be able to put everything back exactly as it was.

Before we carry out any work in your flat we will normally give you at least 48 hours' notice in writing, except in emergencies. If we cannot contact you, we will only force our way into your flat to deal with a serious problem, such as a burst pipe. If we do this, we will leave your flat secure.

Alterations or improvements

You must always get our permission in writing before you carry out any improvements or alterations to your flat, such as removing or altering inside walls and anything that could change how the outside of the building looks. We normally need to see plans for the work you want to do. Please check with your tenancy management officer to see whether we will ask for plans in your particular case.

You may also need planning permission and building control (Environmental Services) permission. You should contact them before you ask us for permission to carry out improvements. Planning and Building Control staff will tell you which permission you will need. You can contact them on 020 8489 0000.

If your flat is in a conservation area (such as the White Hart Lane Estate) or is a listed building, there may be other rules about improvements or alterations you can carry out.

We strongly recommend that you do not decorate the outside of your property or carry out any major work to the outside, such as putting in new windows. This is because the outside of your property is our responsibility. Under your lease, you must pay towards the cost of work to the outside or shared areas of buildings. So, you would still have to pay your share of the cost of putting new windows in the block, even if you had already put new windows in your own flat.

Antisocial behaviour, nuisance and harassment

You must not be a nuisance to your neighbours or damage their, or the council's, property. We will not accept antisocial behaviour, nuisance or harassment. Wherever possible, we will take legal action against the people responsible, which could result in them losing their home.

Noise can be a nuisance. To reduce noise from one flat being heard in another, you must have floor

covering (normally carpet) throughout the flat. Pets can also be a nuisance to other people. So, you must make sure you keep your pet under proper control, both inside and outside your flat.

Nuisance sometimes turns into harassment. Harassment is interfering with the peace and comfort of another person. It includes threats, abuse, noise, graffiti and damage to property. You can find more information in chapter 10, 'Antisocial behaviour'.

Cleaning

We will keep the lift, stairs and lobby areas clean. If you are not sure about your cleaning responsibilities, please speak to your estate services manager. Their contact details will be on your estate notice board.

Estates can only be kept clean if we and you carry out our responsibilities. We need your help to keep estates clean. We ask that you keep the area outside your own front door clean. You can find more information in chapter 11, 'Keeping our environment clean'.

Decorating

You must decorate the inside of your flat at least once every five years.

Gardens

If you have a garden, you must keep it clean and tidy. If you do not look after your garden, we may get a court order to make you clean it up.

Maintaining your flat

You are responsible for maintaining the inside of your flat. This includes repairs to:

- plumbing;
- electrical wiring;
- your central heating system; and
- fixtures and fittings.

We are responsible for maintaining the building and the shared areas. You can get more information in chapter, 7 'Repairs' and in the 'Repairs handbook'.

You must not damage:

- your flat;
- the fixtures and fittings; or
- any shared parts of the building or estate, such as doors, windows or walls.

Also, you must not do anything that damages any other flat in the building.

You must also make sure that you look after your flat. For example, if you do not fix a pipe that is leaking in your flat, the wall of the block could become damp and need repairing. If you continue to ignore this type of problem, we can take legal action against you. You should tell us as soon as possible if you know about anything that could affect the outside or structure of your flat.

Materials that can catch fire easily

You must not store materials that can catch fire easily (such as petrol, or bottled gas), other than what you reasonably need for use in your flat. These materials can be very dangerous. If your building has two or more floors, you cannot keep **any** materials that can catch fire easily, including bottled gas. You can find more information in chapter 16, 'Be safe'.

Parking and garages

You can only park a car, a caravan, a van or a lorry in a garage or in a suitable parking space, and if you have our permission in writing.

You must not park any vehicle where it could block emergency access or access to other parking spaces or

garages. On many estates, you can rent a garage. You can get more information from your local Customer Services Centre.

You must remove any unroadworthy vehicle (a vehicle that is not fit to be driven safely) you own from roads or any other shared area of an estate when we ask you to in writing. We will remove abandoned vehicles.

There are a number of residents' parking schemes across the borough, giving residents parking priority. You can get more information in chapter 14, 'Parking and garages' and from Customer Services Centres.

Remortgaging your flat

You must tell us if you remortgage your flat or take out a secured loan on it. Your solicitor must send the council's Legal Service a 'notice of charge' and pay a £50 fee (as at January 2008).

Responsibility for others

You are responsible for making sure that all other members of your household (including your children, anyone else staying with you, and your tenants or guests) do not break the conditions of the lease.

Satellite dishes

Before installing a satellite dish, you must get our permission in writing. You may also need planning permission. Although we will consider each application, we will not give permission in every case. If a satellite dish could cause a nuisance, risk or damage (for example, to the outside of the building), we will not give permission.

If you install a satellite dish **without** our permission, we will give you 28 days to remove it. If you do not remove it, we will do so and you will have to pay the cost of the work.

Selling your flat

You must tell us if you sell your flat. The buyer's solicitor must tell the council's Legal Service that the buyer has bought your flat but, to keep to the conditions of your lease, you should check with your own solicitor that this has been done.

You can sell your flat whenever you want to. But if you bought your flat under the right to buy scheme and you sell it within the 'discount repayment period', you will have to repay some or all of the discount you received. The 'discount

repayment period' could be the first three or five years of the lease, depending on your purchase terms.

Also, the council may have a 'right of first refusal' to buy back your flat if you want to sell it in the first 10 years of the lease. This means you must offer to sell your flat to the council before you offer it to someone else. Again, this depends on your purchase terms.

You can find more information in chapter 17, 'Selling'.

Service charges

You must contribute towards the cost of any services or work to the building your flat is in and to the grounds or estate around it. This means the structure of the building, the outside and all the shared (communal) areas. You pay towards the cost through the service charge. You can get more information about this in chapter 4 'Service charges' and in the booklet 'Bills for major works.'

The lease also says that you must pay your Council Tax and water bills.

Subletting

You can sublet your flat. You must register the sublet with the Home Ownership Team within a month of subletting your flat. Even if you do not live there, you must still meet all of your responsibilities under the lease. For example, you are responsible for the actions and behaviour of your tenants. You can find more information in chapter 18, 'Subletting'.

Using your flat

You must only use your flat to live in. You must not run a business from your flat, although you can do paperwork at home.

You must not use your flat for illegal or immoral purposes. This includes selling, growing or storing drugs, keeping illegal or unlicensed guns or other weapons, prostitution or handling stolen goods.

Our responsibilities

This section sets out our main responsibilities, which we will carry out for your landlord (the council).

We will maintain and repair the following:

- the structure and outside of the building (this includes roofs,

foundations, walls, window frames and gutters);

- main sewage pipes, shared drains, channels, water courses, shared water pipes and electrical services;
- boilers providing heating and hot water, but only to the whole block (you are responsible for your own heating and hot-water systems);
- lifts;
- the door entry system and 'communal' (shared) TV aerials;
- boundary walls and fences; and
- the communal (shared) areas of the building (this includes entrances, staircases and landings, and any other part of the building that all residents have access to)

We also have to:

- decorate the outside of the block;
- maintain lighting in communal areas;
- keep the block clean and tidy (where we provide a cleaning service), and maintain communal gardens, forecourts and pathways; and
- insure the building against damage and, if necessary,

rebuild the building. You can find more about our and your responsibilities for repairs in chapter 7, 'Repairs' and in the 'Repairs handbook', and you can find more information in chapter 8, 'Insurance'.

Changing your lease

If we need to change your lease (for example, to correct a mistake), we will ask you to agree to the changes and to sign a legal document called a 'deed of variation'.

We can also ask leaseholders to agree to change a large number of leases at once. For us to change leases in this way, at least 75% of the affected leaseholders must agree to the changes, with no more than 10% against the changes.

Ending your lease

There are certain ways in which your lease can be ended. These are

- forfeiture;
- if the term of the lease ends; and
- surrender.

You cannot end the lease without our or the council's permission.

Forfeiture

If you break any of the conditions of the lease, we or the council can apply to the court to end your lease. This is called forfeiture. If the court decides you have broken a condition of the lease, it can make an order that means we can end your lease and repossess your flat. If this happens, you will have to pay our legal costs and any other costs we have to pay because you have broken the lease agreement.

If this happens, you will lose all your rights relating to your flat. If we then sell your flat, you would have no right to any of the money. Also, unless your mortgage company has made an application to the court to protect their position, you may have to pay off your mortgage without being able to use the money from selling your flat.

Please remember that, in most cases, you will have a chance to put things right before we take court action. We will do what we can to help you solve the problem.

If the lease runs out

Your lease normally runs for 125 years. Once the 125 years are up, the lease comes to an end and whoever owns the lease at that time will have to move out and give the

flat back to us (acting on behalf of the council) in a good state of repair. However, you do have the right to extend the lease. See chapter 6, 'Your rights'.

Surrender

In very rare cases, we (on behalf of the council) may agree to take the flat back from you. This is known as surrender. For this to happen, you would have to pay, in full, any mortgage or other debt secured on the flat before you give up the flat.