

# Leaseholders' Charter



[www.homesforharingey.org](http://www.homesforharingey.org)

Homes for Haringey

'Working with residents  
to provide quality  
housing services and  
decent homes'

Crystal  
Mark  
15672



Clarity approved by  
Plain English Campaign

My tenancy management officer is:

You can phone us on the following numbers.

**Freephone 0800 195 3404** (during office hours)

**020 8348 3148** (outside office hours in emergencies only)

### **Home Ownership Team**

The Home Ownership team is based at 13-27 Station Road, Wood Green, London, N22 6UW. There are three teams:

#### **Service Charge Team 1**

For leasehold properties in Hornsey, North Tottenham and Broadwater Farm

Phone: 020 8489 3048 or 020 8489 5994

E-mail: [home.ownershipteam1@homesforharingey.org](mailto:home.ownershipteam1@homesforharingey.org)

#### **Service Charge Team 2**

For leasehold properties in Wood Green and South Tottenham

Phone: 020 8489 5976 or 020 8489 5996

E-mail: [home.ownershipteam2@homesforharingey.org](mailto:home.ownershipteam2@homesforharingey.org)

#### **Home Sales Team**

For resale, re-mortgage and subletting enquiries

Phone 020 8489 3653 or 020 8489 3231

E-mail: [right2buy@homesforharingey.org](mailto:right2buy@homesforharingey.org)

For more information about the services we provide to you and updates on the information provided in this charter, visit our website at [www.homesforharingey.org](http://www.homesforharingey.org).

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# Introduction

Your housing service is managed by **Homes for Haringey**. We are a non-profit arm's-length management organisation (ALMO), set up and owned by Haringey Council to manage its housing. We were set up in April 2006. Our mission is to work with residents to provide quality housing services and decent homes.

**Haringey Council** is still your **landlord**, and still owns the freehold of the building your flat is in.

Homes for Haringey (as managing agent) carries out the council's responsibilities under your lease. Your rights as a leaseholder have not changed.

Getting involved in how your home is managed can really make a difference. There are many opportunities for you to influence decisions and help monitor and improve the services we provide.

There are many ways to have your say – you can find out more on our website or by calling the resident involvement team. There are more details in chapter 9, '**How you can get involved**'.

Where we use the words '**you**' or '**your**' in this charter we are talking about our leaseholders.

Where we use the words '**we**', '**our**' or '**us**' in this charter we are talking about Homes for Haringey, who provide your housing service on the council's behalf.

This charter gives a summary of what leaseholder services are available. Managing the service and making sure charges are reasonable is complicated, and complicated legal issues are involved. The charter sets out our views on these issues. You must always consider getting your own expert, independent legal advice if you have a disagreement with us.

**Homes for Haringey Ltd**  
**River Park House**  
**225 High Road**  
**London**  
**N22 8HQ**

Dear Leaseholders

Welcome to the latest edition of the Leaseholders' Charter, which replaces the 2005 version.

The charter is a very important document and tells you:

- about your rights (the services you can expect from us);
- about your responsibilities (what we expect of you);
- how we plan to keep you informed; and
- how you can get involved.

Issuing this charter is part of meeting our commitment to improve services to our customers. Other booklets include 'Bills for major work', and 'Consulting leaseholders and section 20'.

We want to develop and improve the services you receive from us by working closely with you and your representatives. We will regularly review the charter and update it when necessary.

In producing this charter, we consulted leaseholders individually, with the Leasehold Panel and with Haringey Leaseholders' Association. We will continue to ask for your input as amendments become necessary.

Together with your lease, the charter forms the basis of your relationship with the council (as your landlord) and Homes for Haringey (who manage your flat). Please keep the charter in a safe place so that you can refer to it when you need to.

If you would like more information, please contact the Home Ownership team or your tenancy management officer. You can also visit any Customer Services Centre where staff will be pleased to help you.

Best wishes



**Michael Jones**  
Chair  
**Homes for Haringey**



**Isidoros Diakides**  
Cabinet Member for Housing  
**Haringey Council**

# Homes for Haringey customer agreement

‘Working with residents to provide quality housing services and decent homes’

At Homes for Haringey, we have the following aims.

## 1 To deliver a friendly and professional service.

We aim to:

- be polite and professional, and always introduce ourselves by name;
- respect you and your needs;
- be consistent and clear in the information we give you and the decisions we make;
- deal with your enquiry quickly, whether you contact us by phone, letter or e-mail; and
- keep appointments or let you know if we have been delayed.

## 2 To provide a service that meets your needs.

We aim to:

- deal with your enquiry straight away if possible, and if we cannot help you, we will try to find someone who can;
- with your permission, use information we hold about you to give you the best service that we can;
- talk to and write to you in a way that is clear and easy to understand; and
- be easily accessible, provide a service when you need it, and make sure that services are accessible to all our customers by:
  - providing a 24-hour emergency service 365 days a year;
  - providing a translation and interpretation service if you need it; and
  - arranging an appointment with you in your home within 10 days if you cannot come to us.

### 3 To listen, respond and inform.

We aim to:

- involve you in our business, listen to what you say, and tell you how we have improved as a result;
- admit when we have made a mistake, apologise and put it right;
- learn from our mistakes and show this to you;
- always try to deliver the best value for money that we can;
- make sure that our partners and contractors have the same aims as us;
- deliver services in line with our published **performance standards**, which you can find throughout this copy of the Leaseholders' Charter or on our website ([www.homesforharingey.org](http://www.homesforharingey.org));
- share with you how well we are performing and, if we need to improve, tell you how we plan to put it right; and
- keep trying to improve our services by asking you what improvements we need to make.

In return, **we ask you to:**

- treat our staff politely and with respect;
- stick to the terms of your lease;
- give us your feedback – it is important to us and helps us improve our service in the way you want; and
- get involved – for more information, call our resident involvement team on 020 8489 4463.

We set ourselves demanding **targets** and make sure we monitor ourselves closely so that we can provide you with a high-quality and cost-effective service.

- We will try to answer the phone within 15 seconds.
- We will reply to letters and emails within 10 working days.
- If we cannot give you a full reply within 10 working days, we will send a temporary reply giving the reasons for the delay.

For this year's targets and our performance against them, please visit our website or look in your most recent copy of 'Homes Zone' - our newsletter for residents.

## Appointments and home visits

- We will always offer a home visit to leaseholders who have a mobility problem or difficulty visiting the office.
- We will agree the date of a visit beforehand, and give you notice if we have to cancel it.
- Staff will carry identification cards, which you can ask to see.

## Communications

- We will arrange for interpreters and translations when we need help to communicate with you.
- We need notice to make these arrangements.
- We cannot use children to interpret.

For more information on translations, please see chapter 20, 'Other services'.

## Leasehold service standards

As well as the Homes for Haringey customer agreement, we have leasehold service standards. These set out the service that you can expect from the Home Ownership Team, which manages leasehold properties.

In producing these standards we consulted leaseholders individually and with the Leasehold Panel.

### 1 Service charges

We will:

- send your estimated yearly service charge in March each year;
- send your actual yearly service charge within six months of the end of each financial year;
- offer you a wide range of payment options, including monthly instalments by direct debit;
- offer you a wide range of ways to pay, including through our website at [www.homesforharingey.org](http://www.homesforharingey.org);
- give you a detailed statement of your service charge account, if you ask for one;
- give you a breakdown of the day-to-day repairs which form part of your actual service charge, if you ask for one; and
- arrange evening and weekend surgeries after sending out your estimated and actual service charges.

## 2 Keeping you informed

We will:

- provide new leaseholders with a comprehensive 'welcome pack' which includes copies of all our leasehold publications;
- invite new leaseholders to an induction session to explain leasehold issues such as service charges and the lease;
- publish regular information on leasehold issues in Homes Zone and on our website [www.homesforharingey.org](http://www.homesforharingey.org); and
- sign post you to other organisations who can give you help and advice, including citizens advice bureaux and the Leasehold Advisory Service (LEASE).

## 3 Consulting with you

We will:

- consult you before we carry out any major work that will cost you more than £250;
- consult you about any new long-term agreements (over 12 months) where the cost of the goods, services or work under the agreement will cost you more than £100 each year;
- keep you informed of our performance;

- hold leasehold forums and workshops once a year;
- hold leasehold panel meetings at least four times a year (although we will aim to hold one each month);
- inform you of other ways that you can get involved in making decisions that affect the management of your home; and
- involve you in decisions we make, listening to what you and your representatives have to say, and tell you how we have improved our service as a result of your comments.

## Equalities and diversity statement

Throughout our work, we are committed to reflecting the different needs of the community we serve and to promoting equal opportunities for everyone.

This means that we will treat all people according to their needs.

You can expect to:

- have equal access to our services; and
- be provided with a service sensitive to your needs.

We are committed to preventing discrimination because of someone's age, disability, colour, ethnic origin, nationality, national origin, race, sex, HIV status, marital status, religious belief, responsibility for dependants, sexuality or unrelated criminal conviction.

It is the responsibility of all our employees to follow this policy, and the responsibility of each individual manager to plan and provide their services in line with this policy.

Every staff member also has the right to challenge discriminatory or offensive language or behaviour, either by you or another staff member. We will not accept anyone harassing our employees and service users. We will treat all complaints seriously and investigate them.

We will regularly monitor and review this policy to make sure it continues to meet our aims.

## How you can contact us

Phone numbers and addresses are subject to changes, visit our website [www.homeforharingey.org](http://www.homeforharingey.org) for up to date details.

- Freephone: **0800 195 3404**
- Minicom (for people with hearing difficulties only):  
**020 8489 2088**
- Website:  
[www.homesforharingey.org](http://www.homesforharingey.org)
- In person: you should visit one of the council's Customer Services Centres. If they cannot deal with your enquiry, they will ask one of our staff to help you.

If you need to see your tenancy management officer, Customer Services Staff will make an appointment for you. Appointments now take place at local Customer Services Centres. You can also make an appointment to see a Home Ownership Team officer. These now take place at the Wood Green Customer Services Centre at 48 Station Road.

## Customer Services Centres

The council's Customer Services Centres provide customer services to Homes for Haringey customers. At the centres you can report problems such as repairs, antisocial behaviour and parking, or book appointments with your tenancy management officer or with Home Ownership Team officers.

All Customer Services Centres are open between **8.45am and 5pm**, Monday to Friday. They are at:

- **Hornsey** – Broadway Annexe, Hornsey Town Hall, Crouch End, N8 9JJ;
- **South Tottenham** – Apex House, 820 Seven Sisters Road, Tottenham, N15 5PQ;
- **North Tottenham** – 639 High Road, Tottenham, N17 8BD; and
- **Wood Green** – 48 Station Road, Wood Green, N22 4TR.

You can also contact Customer Services by e-mail at [Customer.Services@haringey.gov.uk](mailto:Customer.Services@haringey.gov.uk)

As well as the Customer Services Centres shown above, residents on the Broadwater Farm estate can also visit the estate's own neighbourhood office (108c Gloucester Road, Tottenham, N17 6GZ) where

Customer Services Centre staff are available at the following times:

Monday, Tuesday and Thursday:  
9am to 12 noon, and 2pm to 4.45pm  
Wednesday: 5pm to 7pm  
Friday: 9am to 12 noon

Turkish and Kurdish interpreters are available on Tuesdays and Thursdays from 2pm to 4.45pm. This service is by appointment only.

(Location maps for all the above Customer Services Centres are on page 13.)

## Call Centre

The council's Customer Services Call Centre is open:

- Mondays and Fridays from 8am to 6pm; and
- Tuesdays, Wednesdays and Thursdays from 8am to 8pm.

The Customer Services Call Centre deals with a range of problems – call **0800 195 3404**. You can also pay service charges, Council Tax, non-national and non-domestic rates or parking tickets by phoning this number.

**Customer Services Centres and the Call Centre** can help if you have problems in any of the following areas.

- Abandoned vehicles
- Antisocial behaviour
- Benefits
- Concessionary travel
- Council Tax
- Electoral Services
- Graffiti
- Housing advice
- Housing and estate management
- Housing repairs
- Noise nuisance
- Parking
- Recreation
- Supported housing repairs
- The Children and Young People's Service

## **Homes for Haringey on the internet**

You may also access our services on our website at

[www.homesforharingey.org](http://www.homesforharingey.org).

This includes paying your service charges and Council Tax, contacting our teams direct or ordering a repair online.

## **Legal notices**

As your landlord, in accordance with section 48 of the Landlord and Tenant Act 1987, the council must give you an address where you may serve notices on it relating to your lease.

The address where you may serve notices is:

The Head of Housing,  
London Borough of Haringey,  
Apex House,  
820 Seven Sisters Road,  
London,  
N15 5PQ.

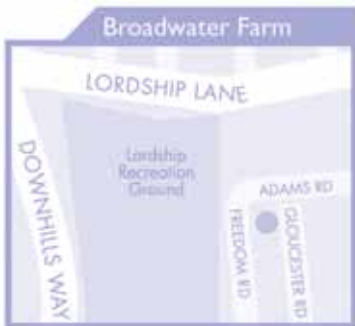
The council and Homes for Haringey also need an address where we can serve notices on you as a council leaseholder.

We may serve any legal notice on you by:

- delivering it to you in person;
- leaving it addressed to you at your flat (or at another address you have provided); or
- sending it by first-class post, addressed to you at your flat (or at another address you have provided).

# Key

- Customer Services Centre
- Town Hall
- ▲ Library



108c Gloucester Road,  
Tottenham N17 6GZ



Broadway Annex, Hornsey Town  
Hall, Crouch End N8 9JJ



639 High Road,  
Tottenham N17 8BD



Apex House, 820 Seven Sisters  
Road, Tottenham N17 5PQ



48 Station Road,  
Wood Green N22 7TY

Chapter 1

# A guide to our housing services

Homes for Haringey is managed by a board made up of residents, councillors and independent experts. The board's role is to make sure that we work in the best interests of our tenants and leaseholders.

We are responsible for managing the council's 21,500 properties, including over 4,500 leasehold homes.

We have a formal agreement with the council about the services we provide. We have a management team to manage our day-to-day business, made up of a chief executive and four executive directors who report to the board.

## Tenancy Management Service

The Tenancy Management Service manages council properties and provides its services in four main areas.

- Tenancy Management
- Income Collection
- Estate Services
- Home Ownership

### Tenancy Management

Tenancy management officers deal with the day-to-day management of

council homes, including supported housing (managing the homes of older people). Their work also includes dealing with home transfers, antisocial behaviour complaints, relationship breakdown, garages and all other tenancy matters.

### Income Collection

Income collection officers collect rent from council tenants and give help and advice to tenants who are having problems managing their rent payments.

### Estate Services

Estate services staff are responsible for cleaning the shared parts of your block or estate and also deal with contractors who help maintain the appearance of the estate (such as those responsible for collecting rubbish, sweeping outside areas, grounds maintenance and so on).

### Home Ownership

The Home Ownership Team is responsible for managing the services we provide to leaseholders. This includes working out and issuing your service charge bills, maintaining your service charge accounts and collecting payments. Under section 20 of the Landlord and Tenant Act 1985, they will also

consult you about work and services.

## Building Services

Building Services is responsible for all services relating to repairing, maintaining, replacing and improving council properties, including work on your block and estate. Building Services is structured into the following teams and areas of responsibility.

- Repairs
- Design and engineering
- Asset management

### Repairs

The repairs service is responsible for dealing with housing repairs, repairing empty properties before reletting them, designing and installing adaptations (with the council's occupational therapy service), asbestos surveying and management, specialised work (for example, timber treatment and damp proofing), estate inspections and maintenance.

### Design and Engineering

Design and Engineering deal with managing gas heating systems, shared door-entry and CCTV

systems, lifts, television aerials and satellite TV. They provide professional services such as structural, mechanical and electrical engineering and building surveying.

### Asset Management

Asset management is responsible for looking after Haringey Council's major assets (council homes). It manages all major work programmes in consultation with residents and makes sure that all council homes meet the Government's Decent Homes standard. The Decent Homes standard is the minimum standard set by the Government that all social housing should not fall below.

## Resident Involvement Team

We have a specialist resident involvement team to support residents who want to get involved in shaping our services. See chapter 9, 'How you can get involved', for more details.

**You can find more information about us on our website at**

[www.homesforharingey.org](http://www.homesforharingey.org).

Chapter 2

# Glossary

## **Actual**

See 'Certificate of actual service charge'.

## **Administration charge**

We charge individual leaseholders for any administration we have to do when they ask us for a particular service (such as a resale pack). We also charge for administration we have to do when a lease has been broken (for example, for legal action we take against a leaseholder who has not paid their service charges). We have these administration charges because we do not believe that the management fee all leaseholders pay should be used to pay for administration work we do for individual leaseholders.

## **Apportionment**

How we divide the charges between leaseholders.

## **Building**

The block or house in which your flat is situated (other than your flat or any other flats).

## **Certificate of actual service charge**

We send you this every year and it shows your share of the actual cost of the services and work to your block and estate for the previous year.

## **Communal (shared) areas**

Parts of the building or estate that all residents can use – for example, hallways, stairs, lifts, pathways and forecourts.

## **Day-to-day repairs**

Minor repairs, such as replacing the glass in a broken window in a shared area.

## **Estimated service charge**

We send this to you in March each year. It lists the estimated costs of your yearly service charge (including day-to-day repairs) for the new financial year. Your lease says you must pay the estimated service charge every three months in advance (for the three months to come), but you can also pay it in monthly instalments over 10 months.

If you choose to pay your yearly service charge every three months (quarterly), payments are due on 25 March, 24 June, 29 September, and 25 December.

## **Financial year**

The council's financial year runs from 1 April to 31 March. All of the council's yearly accounts are drawn up for this period.

**Flat**

The whole of the property that has been leased to you, including the internal doors, walls, ceiling, floors, plaster work, and fixtures and fittings.

**Forfeiture**

If you do not meet the conditions of your lease, we or the council may apply to the courts to end your lease and repossess your flat. This is called forfeiture.

**Freehold**

Owning land or property and having the legal right to manage it and charge others for using it.

**Ground rent**

This is the rent you pay to the council. It is £10 each year.

**Improvement**

Major work which provides a completely new facility – for example, if we decide to provide a door-entry system where there wasn't one before.

**Landlord**

Haringey Council is your landlord. We (Homes for Haringey) are a non-profit-making company which manages and maintains the council's housing and carries out the council's responsibilities under your lease.

**Lease**

The contract between you (the leaseholder) and the council (the landlord). It sets out the council's and your rights and responsibilities. Plans in your lease show your flat, the building it is in and the estate it is on. It also explains how we must work out your service charges.

**Leasehold Advisory Service (LEASE)**

This organisation provides free information on areas of the law that affect leaseholders. Their website is [www.lease-advice.org](http://www.lease-advice.org). You can also phone them on 020 7374 5380.

**Leaseholder**

Someone who has the right to own a property, as long as they keep to the conditions of their lease.

**Leasehold Valuation Tribunal (LVT)**

The LVT is an independent organisation that can decide many leasehold issues, such as whether the service charge is fair and reasonable. The tribunal can decide whether costs are too high and if work has been carried out to a reasonable standard.

Leaseholders or landlords can refer cases to the LVT. The county court

can also refer cases if a landlord is taking legal action because a leaseholder is not paying their service charge.

### **Long-term agreement**

This is an agreement between the council and a contractor, that lasts for more than 12 months. It is for work, goods or services that we will charge you for. If we want to enter into a long-term agreement that will cost any leaseholder more than £100 a year, we must consult all the leaseholders concerned, by sending them 'section 20 notices'.

### **Major work**

A large one-off repair, or maintenance or improvement work to the block or estate (for example, replacing all the windows in a block). If the charge is more than £250 for any leaseholder, we must consult everyone who is going to pay by sending them 'section 20 notices'.

### **Offer notice**

This gives a council tenant information about their home when they apply to buy it under the right to buy scheme. It includes the selling price and information on service charges. It also gives details and estimated costs of any major works

we plan to carry out in the next five years.

### **Outside decoration (exterior decoration)**

Redecorating the outside of your block of flats, including the windows, doors and shared areas. It also includes painting all fences and all painted shared areas, such as hallways and corridors.

### **Rateable value**

Before 1990, the council used the system of rates to raise money for local services. The Government worked out each property's rateable value from how much it cost to rent the property.

### **Recognised residents' association**

The Landlord and Tenant Act 1985 gives leaseholders the right to set up a residents' association to represent them. The residents' associations we recognise (approve) have the right to be consulted on issues relating to service charges, including section 20 consultation.

### **Section 20 notices**

Consultation documents we must send to leaseholders to ask for their views before we carry out major work or enter into a long-term

agreement that may cost them more than a set amount.

### **Service charges**

Charges you must pay the council as set out in your lease. They cover the cost of providing services and carrying out work to your building or block of flats, and the grounds or estate around it. We collect service charges from leaseholders on behalf of the council.

### **Statutory right**

A legal right which is set out in an Act of Parliament.

### **Subletting**

This is when someone who owns a property rents it, or part of it, to someone else.

### **Tenant**

Someone who pays rent or a service charge to a landlord, which gives them the right to live in a property. In legal terms, a leaseholder is a type of tenant. Most council tenants are known as 'secure tenants'. A secure tenant has the right to stay in their home for as long as they want, as long as they do not break the conditions of their tenancy.

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](http://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.

Chapter 4

# Service charges

This section gives a brief introduction to service charges. You can find more information in the booklets 'Consulting leaseholders and section 20' and 'Bills for major works.' You can get copies of these booklets by contacting the Home Ownership Team or you can download them from our website, at [www.homesforharingey.org](http://www.homesforharingey.org).

We also run induction sessions for new leaseholders to explain leasehold issues including service charges and the conditions of the lease. If you would like to go to an induction session, please contact the Home Ownership Team.

## What are service charges?

Service charges are your share of the cost of work and services to your building and estate. We collect them from leaseholders on behalf of the council. The law says that they must be reasonable and any work must have been carried out to a 'reasonable standard'.

The charges include:

- a yearly service charge (for services, building insurance, day-to-day repairs and ground rent); and
- separate bills for major works.

## Your yearly service charge

Your yearly service charge is for some (or all) of the following.

- **Cleaning**

The service charge includes the cost of paying the estate services officers and managers, buying their equipment and so on. It also helps to pay for support services, such as information technology and office space. We employ contractors to sweep the grounds, forecourts and access roads, and to remove litter. You can find more information in chapter 11 'Keeping our environment clean'.

- **Maintaining lifts**

We employ specialist contractors to carry out the work. Costs for maintaining lifts generally include a yearly contract and contractors' call-out charges and expenses.

- **Lighting and electricity**

For lifts, communal lighting and 'district' (shared) heating boilers (if you have them in your block).

- **Maintaining grounds**

For cutting grass, spraying weeds, maintaining play equipment and maintaining

planted areas and trees next to your block and on your estate.

- **Concierge services**

The service charge includes the cost of paying the concierge officers, buying equipment and so on. It also helps to pay for support services, such as information technology and office space.

- **'District' (shared) heating**

For the cost of fuel and maintenance for the shared heating system in your block.

- **Insurance**

We have building insurance that covers all leasehold properties. We have each property valued so we know how much to insure it for. This is part of the right to buy process. The insurance does not cover your home contents (your belongings). If your mortgage company says you need extra insurance cover, we can include this in your yearly service charge. You can find more details, including how to make an insurance claim and how we work out your premium, in chapter 8, 'Insurance'.

- **TV aerials**

For maintaining the communal TV aerial for your block. We employ specialist contractors to carry out the work. Maintenance costs include a yearly contract, call-out charges and expenses.

- **Controlled entry system**

For maintaining the controlled entry system to your block. We employ specialist contractors to carry out the work. Costs for maintaining the controlled entry system include a yearly contract, and contractors' call-out charges and fees.

- **Pest control**

For removing pests, such as insects and mice, from shared areas of your block.

- **Management fee**

All leaseholders pay this. It covers costs such as:

- the work of the Home Ownership Team (but not work relating to the right to buy or the tenants' Transferable Discount scheme, or work relating to resale information packs for individual leaseholders);
- work which relates to the building and the estate carried

out by the housing management teams; and

- the costs of support services, such as information technology, payroll, personnel, and office accommodation.

The management fee you pay will be a set amount. We have two set amounts. The first is for leaseholders who only have lighting and insurance. The second is for leaseholders whose building has more services.

The fee is for us providing a service, not for you using it. For example, if your block has a lift, we will charge you for maintaining it even if you do not use it.

- **Day-to-day repairs**

For day-to-day repairs we carry out to your flat, block or estate. These are minor repairs and maintenance jobs such as replacing a broken window in a shared area or repairing a damaged handrail on a shared stairway.

Repairs to your block are repairs to the roof, windows and doors in communal areas, corridors, the outside brickwork, your window frames and so on.

All leaseholders on an estate must also pay a share of the costs of repairs to the estate such as the clearing of sewers, repairs to play areas, to pathways fences and so on.

We will ask you to make an advance payment each year for this work. After the end of the financial year, we work out your share of the total cost of the work. You can also ask for a list of the day-to-day repairs we have charged you for.

- **Minor works**

Other works carried out to your block or estate that are not classed as major work as they cost £250 or less per leaseholder.

- **Ground rent**

This is £10 each year for each leaseholder.

## Major work

There are three types of major work.

- **Outside (external)**

**decorations** – this work often involves repairs to door and window frames, replacing stone sills and painting outside woodwork, metalwork and communal areas.

- **Major repairs** – these are large one-off jobs, such as major repairs to the roof or replacing all the windows in a block.
- **Improvement work** – this is providing a completely new facility or service, for example, if we provide a concierge service where there wasn't one before.

## How we consult you about work and services

Under section 20 of the Landlord and Tenant Act 1985 (amended by the Commonhold and Leasehold Reform Act 2002), we must consult all leaseholders who will be affected before we:

- carry out major work that will cost any leaseholder more than £250;
- agree a long-term contract (for over 12 months) with a contractor for services, goods or work that will cost any leaseholder more than £100 a year; or
- carry out work under a long-term agreement, if the work will cost any leaseholder more than £250 (even if we have already consulted you about the long-term agreement itself).

How we consult you depends on the work we are going to do. In some cases you will have the right to nominate a contractor you want us to ask for a quote. In all cases, you will have the chance to make any comments before the work begins. We will usually organise a meeting of all residents to give you the chance to ask questions and give your views.

We have produced a separate booklet, 'Consulting leaseholders and section 20,' which tells you in much more detail about how we will consult you. If you would like a copy, please contact the Home Ownership team. You can also download a copy from our website, [www.homesforharingey.org](http://www.homesforharingey.org).

## How we work out your share of the costs

Your lease says how we must work out your share of the costs. However, by law, the charges must be reasonable.

We work out your charges by taking the cost of the work or service for your block and dividing it by the number of flats in the block. Your lease sets out your block and the estate (if there is one). However,

your lease also takes into account the size of your flat. So, we charge more for larger flats than smaller flats in the same block. We have two standard types of leases, and the type of lease you have will depend on when the council sold your flat.

- If the council sold your flat before 1 April 1990, your charges are based on the **rateable value** of the property. The council used the rateable value system to raise money for local services before Council Tax was introduced.
- If your property was sold by the council on or after 1 April 1990, your charges are based on the **number of bedrooms** you have. This is because the ratings system ended in 1990.

There is one other significant difference between the leases. This concerns whether or not you have to pay for improvement works. The type of lease you have will depend on when the council sold your flat.

- If the council sold your flat with a lease that was agreed under the Housing Act 1980, you will not have to pay for improvements. This usually means flats that the council sold before 1987.

- After 1987, the council sold flats with a lease that was drawn up under the Housing Act 1985 and the Housing and Planning Act 1986. If your flat was sold under this type of lease, you will have to pay towards the cost of improvement work.

**On the following pages are two examples of how we would work out the service charge using the 'rateable value method' or the 'bedroom formula method'.**

## Bedroom formula for working out service charges

This shows how we work out your service charges if you have a lease with the bedroom formula.

Your share is: **The total cost of the repair divided by the number of bedrooms in the block, plus one for each flat. This figure is then multiplied by the number of bedrooms in your flat, plus one.**

We add an extra bedroom to each flat, so that people in bedsit flats (which do not have a separate bedroom) pay their share of the charge.

Example: a repair that costs £500 was carried out in a block with four flats. The number of bedrooms for each flat in the block is shown below.

Flat number	Number of bedrooms	Plus one
1	3	= 4
2	2	= 3
3	1	= 2
4	0(bedsit)	= 1

The total number of bedrooms in the block (plus one for each flat) = 10

If you owned flat 3, your share would be  $£500 \div 10 \times 2 = £100$

If you owned flat 4, your share would be  $£500 \div 10 \times 1 = £50$

## Rateable value formula for working out your service charges

This shows how we work out your service charge if you have a lease with the rateable value formula.

Your share is: **the total cost of the repair divided by the rateable value of all the flats in your block. This figure is then multiplied by the rateable value of your flat.**

Example: A repair that costs £500 was carried out in a block with three flats. The rateable value for each flat in the block is shown below.

Flat	Rateable value
A	£350
B	£250
C	£200
<b>Total</b>	<b>£800</b>

If you owned flat A, your share would be  
 $£500 \div £800 \times £350 = £218.75$

If you owned flat C, your share would be  
 $£500 \div £800 \times £200 = £125$

## How you can pay your yearly service charge

In March each year, we will send you the **estimate** of your yearly service charge for the next 12 months. We will also send you a bill for the amount of this estimate.

Your lease says that you must pay the yearly estimated service charge every three months in advance (for the three months to come). Leaseholders can also pay in 10 monthly instalments, or they can pay the whole service charge in one go.

- **Paying in 10 monthly instalments** – you must agree this with us at the beginning of the financial year. Most leaseholders choose this option as they can make regular payments, which helps them to manage their money. We will give you a £10 discount (as at January 2008) if you set up a direct debit or standing order to pay this way.
- **Paying every three months** – you must pay on 25 March, 24 June, 29 September and 25 December. These are known as 'quarter days'.

- **Paying the bill in full within 14 days of receiving it** - we will give you a discount of between £15 and £25 (as at January 2008) depending on the services you receive if you pay this way.

About six months after the end of the financial year, we will work out exactly how much your share of the costs was and send you a 'certificate of actual service charge' (we call this the **actual**). This will tell you the actual cost for each service provided and the difference between the actual cost and the estimate. If the actual cost is lower than the estimate, we will credit the difference to your account. If it is higher than the estimate, you will have to pay us the difference. You can pay the difference you owe us in the following ways:

- **in full within 14 days of receiving the bill** - if your bill is over £100 and you pay it this way, we will give you a discount of £10 (as at January 2008); or
- **in four instalments over four months** – if your bill is over £100 you can set up a direct debit or standing order to pay it monthly over four months.

We will give you a discount of £10 if you pay this way (as at January 2008).

### You can pay your service charge by:

- direct debit;
- standing order;
- going to our website, [www.homesforharingey.org](http://www.homesforharingey.org), and using your credit or debit card;
- phone, using your credit or debit card;
- bank transfer; or
- sending us a cheque in the post.

Most people pay in monthly instalments by **direct debit**. Paying by direct debit saves you time and effort. Payments will always be for the right amount and your bank will pay you back if you pay too much.

Please contact the Home Ownership Team for more information about how you can pay your service charge. You can also get more details in the 'Estimated Service Charge' and the 'Actual Service Charge' booklets which you will get with your bills, and in the leaflet 'Ways to pay your service charge.' You can also download copies of these from our website, [www.homesforharingey.org](http://www.homesforharingey.org).

**Please remember that although we manage housing services, the council is your landlord, so you should make all payments to the 'London Borough of Haringey'**

## Bills for major work

Major work can be expensive. Although this type of work may not happen very often, it is a good idea to save some money towards the costs. We won't expect you to pay large bills in one go. There are a number of ways you can pay.

The booklet 'Bills for major work' includes information on:

- the legal requirements we must follow when we charge you for major work during the first five years of your lease, improvement and structural works; and
- the ways you can pay for this work.

We must also consult you if we plan to carry out this kind of work. You can find more information on page 35, 'How we consult you about work and services' and the booklet 'Consulting leaseholders and section 20.'

You can get this booklet from the Home Ownership Team or download one from our website, [www.homesforharingey.org](http://www.homesforharingey.org).

If you believe you have not received a service, you must tell us as much as you can about the problem, as soon as possible.

You should continue paying your service charges. If a reduction has to be made, we will let you know and it will be included in your actual service charge. We aim to provide efficient, effective and high-quality services. If our services drop below the standard you have a right to expect, we will make a credit to the accounts of all the leaseholders affected by the drop in standards.

## If you don't pay your service charges

If you miss a payment, you must contact the Home Ownership Team straight away, or we will take the following steps to get you to pay the money you owe.

### Step 1

We will send you 'reminder' letters asking you to pay the full amount you owe (see page 42 'What are administration charges?' for more information).

### Step 2

If you still don't pay, we will send you a 'Letter before legal action'. We will charge you an administration charge for this.

### Step 3

If you still don't pay your service charges, we or the council will take you to court and you will have to pay court costs and interest on top of the service charges you owe. If we get a county court judgement against you, you will find it very difficult to get loans and hire purchase from banks, building societies or other companies.

**If you do not pay your service charges, you may lose your flat.**

## What are administration charges?

Administration charges are what you must pay when:

- you ask us for a particular service (for example, you want a copy of your lease); or
- we have to carry out work because you have broken the conditions of your lease (for example, if you do not pay your service charges).

We make these charges so that all leaseholders do not have to pay (through the management fee) for administration work for individual leaseholders.

We will always tell you if we are going to make an administration charge. From January 2008 we must also send you a summary of your rights and obligations relating to administration charges in line with the Commonhold and Leasehold Reform Act 2002.

For the current administration charges, please contact the Home Ownership Team or look on our website, [www.homesforharingey.org](http://www.homesforharingey.org).

## Help and information

If you have a question about how we provide a service, you should contact your local Customer Services Centre. If you have a question about how we have worked out any charges or how you can pay bills, you should contact the Home Ownership Team.

If you have problems paying your service charges, you may be able to get help. Please see chapter 5, 'Managing your bills' for more information.

Chapter 5

# Managing your bills

## This section tells you about:

- how you can manage your bills; and
- the benefits and support that you may be able to get.

## Managing your bills

It is important to organise your money so that you can pay your bills. There is a budget checklist at the end of this section to help you work out how much money you have and how much you spend.

Bills that you must pay on time include the following:

- **Mortgage payments**  
If you have a mortgage, your mortgage payments will probably be your largest bill.
- **Service charges**  
Service charges are your contribution to the maintenance of your block and estate. The charges include a yearly service charge and separate bills for major work. Chapter 4, 'Service charges' and the booklet 'Bills for major works' tells you about the different ways you can pay your service charges.

- **Council Tax**

Council Tax is **not** included in your service charge. You must pay it separately. If you don't pay it, the council will take legal action against you. It is a criminal offence not to pay Council Tax.

- **Water, gas and electricity**

There are different ways you can pay these regular bills, such as meters, direct debit or monthly payment schemes. Your gas or electricity supplier can tell you about their different schemes.

- **Other bills**

You will have to redecorate your flat regularly and repair fixtures and fittings when they need it. You should also have your central heating boiler serviced once a year by a CORGI registered engineer. You will also need to budget for other bills, such as your phone or TV licence. You can use the budget checklist on page 46 to help.

## Debts

If you get into debt, get advice straightaway because the problem will not go away. The first thing to

do is to speak to the people you owe money to. If you don't tell them, they won't be able to help you.

The National Debtline provides free, confidential advice.  
 Freephone: 0808 808 4000  
 or visit their website at  
[www.nationaldebtline.co.uk](http://www.nationaldebtline.co.uk).

You can also contact a citizens advice bureau or speak to the Home Ownership Team. You can phone the citizens advice bureau on 0870 126 4030 or visit their website, [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

Getting into debt can lead to many problems. If people take legal action against you, you may have to pay court costs on top of your debts. If there is a county court judgement against you, you will find it very difficult to get loans and hire purchase from banks, building societies or other companies.

## Budget checklist

Use the checklist to work out how to organise your money. You can work it out as either weekly or monthly amounts. If what you spend (your outgoings) is more than you are paid (your income), you have a problem and need to deal with it

now. You may have to reduce your spending on 'non-essential' items such as entertainment and leisure. The checklist is on page 46.

## Benefits

A leaflet on Benefits and Pension Rates is available from the Department of Works and Pensions. Phone: 08457 313 233 or visit their website [www.dwp.gov](http://www.dwp.gov). Please see page 45 for debt advice contact details.

Your local post office may also have information leaflets and application forms, but they cannot give you advice. If you want advice, contact your local Jobcentre Plus office or phone 0800 055 6688.

If you want to know about Housing Benefit or Council Tax Benefit, you can visit our website, [www.homesforharingey.org](http://www.homesforharingey.org), phone the Call Centre on 0800 195 3404 or visit any Customer Services Centre, where staff will be able to help you.

Income	£	Outgoings	£
Your wages		Mortgage	
Your partner's wages		Service charges	
Pensions		Redecorating and repairs	
Income Support or Jobseeker's Allowance		Water rates	
Child Benefit		Council Tax	
Working Families Tax Credit		Electricity bill	
Other benefits		Gas bill	
Maintenance payments		Food and housekeeping	
Other		Costs for medicines or medical treatment	
		Maintenance payments	
		TV licence	
		Childcare	
		School meals and meals at work	
		Travel or vehicle costs	
		Contents insurance	
		Life assurance	
		Phone bill	
		Clothing	
		Entertainment and leisure	
		Hire-purchase or catalogue payments	
		Credit-card payments	
		Other	
<b>Total income</b>		<b>Total outgoings</b>	

You may qualify for benefits if any of the following applies to you.

- **You are ill or you have a disability**

You can claim benefits if you cannot work because you are ill or you have a disability – these benefits include Attendance Allowance, Disability Living Allowance and Carer's Allowance. You will need sick notes from your doctor. You can get more information from the Department for Work and Pensions, Haringey Benefits Service or by phoning the Benefit Enquiry Line on 0800 88 22 00.

- **You are signing on and looking for a job**

If you do not have a job, you will need to sign on at your local Jobcentre Plus and show that you are looking for work. You may be able to claim benefits, such as Income Support or Jobseeker's Allowance, depending on your circumstances. You can get more information from Jobcentre Plus on 0845 601 6916 or by visiting the website at [www.dwp.gov.uk](http://www.dwp.gov.uk).

- **You do not work**

This covers a wide range of people, including people who

have retired and single parents. The Pension Service now deals with all benefits relating to pensions. You can phone them on 0800 99 1234 (or, if you are hard of hearing you can use the textphone number, 0800 169 0133). Their website ([www.thepensionservice.gov.uk](http://www.thepensionservice.gov.uk)) contains more information. You can get more information from the Department for Work and Pensions website at [www.dwp.gov.uk](http://www.dwp.gov.uk).

- **You work, but you find it hard to pay your bills**

You may be able to get help if you are on a low income, whether you work full- or part-time. You can get more information from the Department for Work and Pensions, Haringey Benefits Service, Customer Services Centres, and citizens advice bureaux.

You may qualify for help, in some cases with benefits for mortgage interest payments, ground rent and some service charges.

## Other help

You can pay your bills for major work in different ways. Please see the booklet 'Bills for major works' for more details. You can get a copy from the Home Ownership Team or from our website, [www.homesforharingey.org](http://www.homesforharingey.org).

### Citizens advice bureau

You can get advice about debts and money from your local citizens advice bureau. You can contact a citizens advice bureau direct (by phoning them on 0870 126 4030 or visiting their website, [www.adviceguide.org.uk](http://www.adviceguide.org.uk)) or through the Home Ownership Team.

We have an arrangement with the citizens advice bureau to provide help and advice to leaseholders. They can give you free, independent advice on:

- keeping control of your bills;
- managing your debts;
- claiming benefits;
- making the most of your income; and
- how to deal with people you owe money to.

The Home Ownership Team can refer you to a fully trained advisor

who will work with you to try to improve your financial situation.

### Supporting People

The Supporting People programme offers help and advice to vulnerable people to help them be independent in their own homes.

This includes making sure that you receive any benefits you can claim.<sup>9</sup> Supporting People can also help you with other services such as GP and healthcare services and education. You can get more information from [www.haringey.gov.uk](http://www.haringey.gov.uk) or [www.homesforharingey.org](http://www.homesforharingey.org), or you can contact Supporting People direct.

### Supporting People

40 Cumberland Road  
Wood Green  
London  
N22 7SG  
Phone: 020 8489 3419  
Website: [www.spkweb.org.uk](http://www.spkweb.org.uk)

Chapter 6

# Your rights

Your lease gives you certain rights. You also have 'statutory' rights, which are rights set out in law. One of your statutory rights is your right to be consulted (asked for your views) about major work and service charges. Please see chapter 4, 'Service charges' for more information.

This chapter tells you about some of the other statutory rights leaseholders have. If you decide to use these rights, you should also get independent advice from a solicitor. You can get more information and advice about your rights from LEASE, the Leasehold Advisory Service. Their website is [www.lease-advice.org](http://www.lease-advice.org).

This chapter tells you about:

- your summary of costs;
- your summary of rights;
- your right to see our accounts;
- management audits;
- buying the freehold of your block;
- extending your lease; and
- what the leasehold valuation tribunal can do.

## Your summary of costs

Every year we send you a certificate of actual service charge. This includes a summary of the costs that make up your service charge. If we do not send you this, you can ask us for it. We will send you the certificate within six months of the end of each financial year.

## Your summary of rights

From 1 October 2007, when we ask you to pay your service charges and administration charges, we must send you a summary of your rights and obligations relating to these charges. This is in line with the Commonhold and Leasehold Reform Act 2002.

## Your right to inspect our accounts

Once we have given you the summary of costs, you can write to us and arrange to see and make a copy of our accounts, receipts and other relevant documents. You must do this within six months of receiving the summary of costs.

When you ask to see our accounts, we must reply to you within one month and you will have access to

the accounts for up to two months. We may charge you for any photocopies you make.

## Management audits

A leaseholder, or group of leaseholders, can employ a qualified accountant, valuer or surveyor to carry out a management audit to find out:

- how well we are providing the services we charge you for; and
- how we use the money we receive from you.

You have the right to a management audit if:

- your flat is the only one in the building; or
- more than two-thirds of the leaseholders in the building (or one leaseholder if there are only two in the building) want an audit.

The auditor will send us a 'section 80 notice'. This notice tells us the names and addresses of the leaseholders who want the audit and the details of the auditor. The auditor can inspect our paperwork and the communal areas of buildings we manage. The section

80 notice must also tell us what information the auditor will need to carry out the audit.

We must reply to the auditor, giving them the information they need, within one month of the date of the section 80 notice. We will provide facilities for inspecting and copying the paperwork.

## Buying the freehold of your block

Together, the leaseholders in a block of flats may have the right to buy the freehold of their block from the council.

### You can buy the freehold if:

- you do not own more than one flat in the building;
- there are two or more flats in the building (if there are only two flats in the building, both must be owned by leaseholders who want to buy the freehold);
- at least two thirds of the number of flats in the block must be lived in by leaseholders;
- at least half of the flats in the block must be owned by leaseholders who want to buy the freehold; and

- they own 100% of their lease (leaseholders who do not own 100% of their lease do not qualify).

### **Leaseholders cannot buy the freehold if:**

- more than 25% of the floor area inside the block is used for something other than housing (this could affect, for example, flats which are above a row of shops); or
- the block is going to be knocked down in the next five years.

If the leaseholders can meet all these conditions, they can buy the freehold of the block from the council. This is a complicated process, and leaseholders who are considering buying the freehold will need to employ a qualified surveyor. They should also get independent legal advice. You can go to [www.lease-advice.org](http://www.lease-advice.org), where you can see a booklet called 'Collective Enfranchisement' that tells you more about buying the freehold of your block.

If there is a disagreement about the value of the freehold of the block, the Leasehold Valuation Tribunal will decide the value.

Once the leaseholders have bought the freehold, we and the council will no longer be responsible for managing or maintaining the block. The leaseholders will jointly own it and be responsible for it.

## **Extending your lease**

You can extend your lease by another 90 years, but you will have to pay us to do this. To extend your lease, you must have owned the lease for at least two years.

You and the council must agree how much it will cost to extend your lease. If you and the council cannot agree, the Leasehold Valuation Tribunal will decide the cost. The Leasehold Advisory Service (LEASE) provides a lot of helpful information about extending your lease on their website – they recommend that anyone wanting to extend their lease should get advice from a solicitor.

## What the Leasehold Valuation Tribunal (LVT) can do

The LVT makes decisions on disagreements about leasehold property.

The LVT is usually made up of three members – a lawyer, a surveyor and a member of the public. The tribunal is a type of legal hearing, but it is not as formal as going to court. You can represent yourself at the tribunal if you want. **However, it may be worth getting professional advice before you start.**

The LVT can decide whether:

- charges for services, repairs, maintenance, insurance, administration or management are reasonable;
- services and work are of a reasonable standard;
- the leaseholder has to pay their charges under the terms of their lease; and
- consultation with leaseholders about major work and long-term agreements was carried out properly.

The LVT will decide on most disagreements about service charges, your rights and your lease. If you have paid your service charge, you can still challenge it at the LVT.

The landlord or the leaseholder can apply to the LVT.

The county court can also refer decisions to the LVT if, for example, we are taking you to court for not paying your service charges. If you want to take a disagreement to the LVT, you must fill in a form saying what charges or services you have a problem with. Please contact the **Residential Property Tribunal Service** for an application form.

Residential Property Tribunal Service  
10 Alfred Place  
London WC1E 7LR

Phone: 020 7446 7700

Fax: 020 7637 1250

E-mail:

[london.rap@communities.gsi.gov.uk](mailto:london.rap@communities.gsi.gov.uk)

Website: [www.rpts.gov.uk](http://www.rpts.gov.uk)

If you want to apply to the LVT, there is a charge. This will not be more than £500. You will also have to pay a hearing fee of £150 if the LVT

agrees to hear your case. You should always get professional advice from your solicitor, a citizens advice bureau or LEASE (the Leasehold Advisory Service) before you go to the LVT.

You will have to pay the costs of any legal advisers you employ when the LVT deals with a case that you or we ask them to settle.

Normally, you will not be able to claim the costs of applying to the LVT or their hearing fee from the council (and the council will not be able to claim these costs from you). This is only possible where it was totally unreasonable to argue for or against the case. We will sometimes be able to get our legal costs back as part of the service charges for the building.

You can appeal against the decision of the LVT, but you must get permission to appeal from the LVT or the Lands Tribunals.

Chapter 7

# Repairs

## **This chapter tells you:**

- which repairs we are responsible for;
- which repairs you are responsible for; and
- how to report a repair.

We (on behalf of the council) are responsible for repairs to the outside of your building, communal (shared) areas and the structure of the building (such as the brickwork or the foundations). We are also responsible for the estate, including fences and paths. You are responsible for everything inside your flat, except the brickwork and the joists that support the floors and ceilings. There is more information about this in your lease.

You should not carry out any repairs or maintenance to the areas we are responsible for, but you must tell us as soon as you notice something that needs repairing. Please see page 60 for how to report a repair.

Our 'Repairs Handbook' tells you more about the types of repairs we will carry out and the best way to report problems. The 'Repairs Handbook' should make it easier to report a repair. You can get a copy

from any customer services centre or from our website,  
[www.homesforharingey.org](http://www.homesforharingey.org).

## **Who is responsible for what?**

The table on the following pages shows who is responsible for repairing what.

Type of repair		Who is responsible	
		Us	You
<b>Plumbing</b>			
Putting a new washer on mains stopcock	For the block	•	
Repairing or replacing the internal stopcock	Inside the flat		•
Repairing a burst or leaking water pipe	Outside your flat or garden	•	
	Inside your flat		•
Repairing or replacing a water-storage tank	In a shared loft	•	
	Inside your flat		•
Repairing or replacing a bath, a basin, a sink, taps or a toilet or any pipes inside your flat			•
Clearing a blockage or repairing a leaking waste pipe, drain trap, and so on inside your flat, up to the soil stack outside your flat			•
Clearing a blockage or repairing a leak to the main soil stack, rainwater pipes or gutters		•	
<b>Floors</b>			
Repairing flooring in shared areas		•	
Repairing flooring inside your flat	Joists and wall plates (under the floor)	•	
	Floorboards		•
	Concrete floor surfaces		•
	Floor tiles		•
	Skirting boards		•
<b>Walls and ceilings</b>			
Repairing, maintaining and decorating walls and ceilings	Shared corridors, stairways, landings and so on	•	

Type of repair		Who is responsible	
		Us	You
Repairing, maintaining and decorating all ceilings, plasterwork, woodwork and walls	Inside your flat		•
<b>Repairing roofs</b>			
		•	
<b>Repairing staircases</b>			
	Communal areas	•	
	Inside your flat – banisters, handrails, and so on		•
<b>Doors and windows</b>			
Repairing double-glazed windows and doors in your flat	We will arrange these repairs (as they have to be carried out by a specialist contractor), but you will have to pay for the work	•	
Repairing single-glazed windows in your flat	Window frames and woodwork outside your flat)	•	
	Sashes	•	
	Fixtures, fittings and locks		•
	Cords and weights	•	
	Glass – we will arrange the repair, but you will have to pay for the work	•	
Repairing windows in shared areas		•	
Repairing your front door	The door and door frame, including painting the outside	•	
Repairing doors inside your flat			•
Repairing doors in shared areas		•	

Type of repair		Who is responsible	
		Us	You
<b>Fixtures and fittings</b>			
Repairing or replacing fitted units, cupboards, and so on	In your flat		•
<b>Electrical</b>			
Repairing or replacing light fittings, light bulbs and all electrical circuits and fitting	In your flat		•
Repairing or replacing fuses, fuse boxes, mains wiring, switches, light fittings, doorbells and so on	In shared areas	•	
Repairing shared door-entry systems	Including equipment inside your flat, such as the intercom, and front-door controls	•	
Repairing the Piper alarm system	As long as we provided it	•	
<b>Heating systems</b>			
Repairing the shared heating system (for the whole building)	Radiators and radiator valves in your flat	•	
We service and repair the boiler plant	Hot and cold water pipes inside your flat or a cold-water storage tank		•
	A cold-water storage tank in shared loft	•	

Type of repair		Who is responsible	
		Us	You
Repairing your heating system	You are responsible for having your gas boiler and all parts of your heating system serviced		•
<b>Shared TV aerials</b>			
Repairing the aerial and cables (including the socket)	In your flat	•	
<b>The estate</b>			
Repairing estate areas	Communal gardens, play areas, fences, paths, forecourts and so on	•	
Repairing estate roads	Street lighting, road surfaces, pavements and so on	•	

## Reporting a repair

### When you report a repair to us Tell us:

- your name, address and phone number;
- about the item that needs repairing; and
- if you have any special needs, such as you are hard of hearing or you have difficulty getting to your door.

We will tell you how long it will take to do the job. If any work is needed

inside your home, we will make an appointment with you.

If the repair is complicated, we may have to do an inspection before we can decide exactly what has to be done. The person who you report the repair to can give you more information and, if necessary, make an appointment for the visit.

**Warning** – Before you let anyone into your home to carry out a repair or service your gas appliances, you should check their identity card and work order to make sure that they are who they say they are.

## How to report a repair

You can report a repair in the following ways.

### By phone

- During office hours (for all repairs except gas problems) Freephone 0800 195 3404

Our office hours are:

Mondays and Fridays, 8am to 6pm; and Tuesdays, Wednesdays and Thursdays, 8am to 8pm.

- Minicom (for people who are hard of hearing) 020 8489 4306
- Outside office hours 020 8348 3148 (for emergencies only, including heating emergencies)

Only call the emergency number **020 8348 3148** for **genuine emergency repairs**. If your call is not an emergency, it could affect other residents with more serious problems. **Emergency repairs** are those repairs that need to be done to prevent immediate danger to people, to prevent major damage or to make a property secure.

**By visiting** us at one of the council's customer services centres to report your repairs problem. You can find details about Customer Services Centres on page 13.

**By e-mailing** us at [repairs@homesforharingey.org](mailto:repairs@homesforharingey.org)  
Important: do not use this e-mail address for emergency or urgent repairs. Instead, phone the call centre, visit any Customer Services Centre, or report emergency repairs to our out-of-hours service, 020 8348 3148.

### By using our online Graphical Repairs Ordering System

on our website at [www.homesforharingey.org](http://www.homesforharingey.org). This system helps you to identify and report repairs by using drawings and images that you can choose from the computer screen.

You can also book an appointment for us to do repairs to your home online. You will need your PIN and password, which you should have received in the post. If you have lost your PIN or forgotten your password, or have any other questions about the online Graphical Repairs Ordering System, please e-mail [hitsupport@homesforharingey.org](mailto:hitsupport@homesforharingey.org) or phone the call centre on 0800 195 3404. If you are a new leaseholder, we will send you your PIN and password within a month of you buying your flat. You can also ask us for them by e-mailing [hitsupport@homesforharingey.org](mailto:hitsupport@homesforharingey.org).

## Maintaining your heating system

You are responsible for having your central-heating and hot-water systems serviced.

If you have any problems with gas appliances, you should contact a CORGI-registered engineer or plumber as soon as possible. Their phone numbers are listed in the Yellow Pages.

**Remember:** you must make sure your gas appliances, gas pipes and flues are all well maintained. You should have your gas appliances serviced once a year. (If you sublet your flat, you have a legal

responsibility to have any gas appliances in your flat serviced once a year. Please see chapter 18, 'Subletting'.)

If your heating and hot water is supplied by a 'district' (shared) heating system or a central boiler, this service is included in your service charge. You should report any fault with the heating system to your local Customer Services Centre.

## Gas leaks

If you smell gas, contact National Grid (formerly Transco) immediately on 0800 111999.

## Electrical heating

If you have a problem with an electrical heating system, you should contact a qualified contractor (for example, one who is registered with the National Inspection Council for Electrical Installation Contracting). You can find these in the Yellow Pages.

## Insurance

If your windows or doors are damaged during a burglary, you will be able to claim the cost of the repairs on the building insurance policy. You may also be able to claim if your windows are damaged accidentally.

Chapter 8

# Insurance

## This chapter tells you:

- about your buildings insurance;
- how to make an insurance claim;
- how your buildings insurance premium is worked out; and
- about contents insurance.

## Buildings insurance

The council insures your block against a number of risks. The cost of your buildings insurance is included in your yearly service charge. The insurance policy covers damage to the structure of the building as well as the shared areas. It does not include the contents of your flat (your belongings).

The risks the insurance covers include:

- fire;
- flood (for example, burst pipes or a leak from the roof);
- storm damage;
- vandalism (malicious damage); and
- subsidence – when the ground under a building gives way or caves in – but you will have to pay the first £1000 of any claim for subsidence.

For more information, see your statement of cover booklet.

The insurance policy also covers decorations in your home, for example, ceilings, walls and fixtures and fittings, but **only** if the damage has happened because of an insured risk.

## Making a claim

To make a claim on your buildings insurance, you should phone the council's Insurance Team (on 020 849 3610) and they will send you a claim form.

If you need to make an urgent claim, **outside working hours**, you can call Zurich Municipal direct on **08700 10 88 55**.

If subsidence damage is reported, the council's Insurance Team will contact all the leaseholders it may affect.

We will discuss with leaseholders the cost of any work to put things right, in line with the 'section 20' consultation process, unless the work is urgent. You can see more about this in the booklet 'Consulting leaseholders and section 20'.

Please remember that you do not have to pay for subsidence work which is covered by our insurance.

However, you have to pay an excess as part of the insurance policy. (An excess is a set amount that the insurance does not cover.) You will have to pay towards repairing any damage caused by anything our insurance does not cover.

### How we work out your insurance premium

Your flat is insured for the amount it would cost to rebuild it. This figure is index-linked (it is linked to the rate of inflation and reviewed regularly).

The basic rate of insurance as at 1st April 2007 is £1.60 for every £1000 insured, plus insurance premium tax of 5%. **For example**, if the cost of rebuilding your flat is £75,000, your premium is worked out as follows.

£1.60 (basic rate) x 75	= <b>£120</b>
Plus 5% insurance premium tax	= <b>£6</b>
Less long term agreement discount	= <b>£6</b>
Your yearly premium	= <b>£120</b>

We enter into long-term agreements with our insurers (generally for

three years), in return we receive a 5% discount on the premiums. We pass the discount on to you. This is shown in the example given above.

If you have any questions about insurance, please contact the Insurance Team.

The buildings insurance policy is arranged with the **Zurich Municipal**. They:

- provide 24-hour emergency advice about claims;
- will answer questions on the progress of your claim (during normal office hours); and
- can recommend trades people to carry out any work relating to your insurance claim.

## Liability Insurance

If your belongings are lost or damaged or you sustain an injury and you think this is because of something we did or did not do, you should send your letter of claim to the council's Insurance Team (who deal with insurance claims for us). The letter of claim should tell us the following:

- how your belongings got lost or damaged;
- details of the damage caused;

- if the claim is as a result of an injury, details of your injury and the exact location the incident occurred;
- how much money you are claiming;
- why you feel we are responsible for the loss or damage.

You should send your letter of claim to the following address:

**Insurance Team**

Level 2, Alexandra House  
10 Station Road  
Wood Green  
London N22 7TR

**For a claim to be successful negligence must be proved on our part.**

**Contents insurance**

Under the terms of your lease, your furniture and personal belongings are not insured under the building insurance. This means that if your possessions are damaged or lost as a result of an insured peril, you will only be able to claim for what you have lost if you have your own contents insurance.

To insure the contents of your home, you can use any insurance company you choose. However, if you live on

a large estate it can be hard to get contents insurance. To help, we have introduced a home contents insurance scheme for all our tenants and leaseholders (not just for those living on estates).

The scheme is run by **Royal & Sun Alliance Insurance plc**. You can download an information leaflet and an application form from our website, [www.homesforharingey.org](http://www.homesforharingey.org). You can also phone Royal & Sun Alliance Insurance on 08457 337788.



## Frequently asked questions about insurance

### **Why is the amount my flat is insured for different from the market value of my flat?**

The flat is insured for rebuilding costs which is different to the market value.

### **Am I covered under the buildings insurance if my flat is flooded by the flat above, and how can I make a claim?**

If the flood caused by something we are insured for, for example, a burst pipe in the property above, you can make a claim under the buildings insurance for any structural damage and damage to decorations. (It makes no difference if the property above is leasehold or tenanted).

If the damage is caused by the tenant or leaseholder in the property above being negligent, for example, leaving a tap on, you would have to claim against them direct or make a claim on the building insurance if they have 'property owners' liability'. However, if the claim is for damage to your home contents, and you have home contents insurance,

you will have to claim on this insurance.

### **What if I flood the flat below?**

If a leaseholder lives in the flat below and the flood is caused by something we are insured for, (for example a burst pipe) they will need to claim on their own buildings insurance for any structural damage or damage to decorations in their property.

If the damage is caused by you being negligent, for example you leave a tap on, the leaseholder below would claim against you direct, or make a claim on your buildings insurance, or they may make a claim on their home contents insurance if they have one.

If the property is tenanted, the tenant will have to contact us to arrange repairs.

## Chapter 9

# How you can get involved

We want you to get involved in making decisions which will affect the way we manage your flat and the services which you receive. You see things through the eyes of a leaseholder, and you can help us to identify and solve problems with our services or in your area. This will help us set priorities so we can use limited resources in the most effective way.

### **The Resident Involvement**

**Team** offers advice, training and help with the cost of getting involved in shaping our housing services.

#### **Contact details**

Phone: 020 8489 4463

E-mail:

[resident.involvement@homesforharingey.org](mailto:resident.involvement@homesforharingey.org)

There are different ways you can be involved, which we have explained below. For information on any of these choices, please contact the Resident Involvement Team.

## **Getting involved at a local level**

### **Estate inspections and estate meetings**

We encourage residents to get involved in estate inspections and meetings. Inspections take place at

least twice a year on each estate involving tenancy management officers, estate services managers, local councillors and contractors as appropriate.

We welcome residents who want to be present at either the inspections or meetings to raise issues of concern about the shared parts of the estate. You can get details about these activities on your estate from your tenancy management officer, from estate notice boards, or from your estate bulletin or newsletter.

### **Monitoring estate services**

You can receive training and help us monitor the services provided to your flat.

### **Residents' associations**

Residents' associations are groups of tenants and leaseholders who have come together because they want to have a say in issues that affect the area where they live. As a member of a group, it is sometimes easier to put forward your views because together you have a stronger voice and can really make a difference.

Residents' associations address issues that can have a real effect on their local community, such as repairs and estate improvements,

play facilities, car parking, antisocial behaviour and many other issues.

They can also influence housing policy, campaign for a better environment, help to build community spirit and organise social activities.

Your area may have a residents' association which you can join. The Resident Involvement Team will have details of the local residents' association. If there is not one in your area and you are interested in setting one up, we can provide information, advice, training and support to residents' groups. We can help groups in the following ways:

- **Getting you started** – advice on how to go about setting up a new group or association, including producing a set of rules, booking venues, helping with the first meetings, help with producing publicity such as posters and leaflets, photocopying, and arranging for translations and interpreters.
- **Annual recognition** – to become recognised and receive a grant, tenants' and residents' associations must meet a number of conditions, including:

- having a constitution (set of rules);
- meeting equal opportunities requirements; and
- representing the community they serve.

We will monitor groups and help you to work through any problems.

- **Offering training** – there is a choice of free training courses for individuals and groups.
- **Grant funding** – providing development grants to recognised associations.

### **Advocates**

We are keen to build contacts with residents on estates and in areas where there are no recognised residents' associations. We want to do this through advocates – residents who are prepared to act as a local contact.

The role of an advocate is to:

- go to estate inspections if you are representing an estate (if possible);
- work with your tenancy management officer regarding shared areas of estates on behalf of your community;

- be consulted on any planned improvements in your area; and
- advise other residents in your area or on your estate of the correct ways to report problems.

We offer free training and opportunities for advocates to meet each other and housing staff. We will also organise informal resident involvement parties for advocates and residents' associations to meet and discuss their issues.

### **Tenant management organisations**

We support tenant management organisations if a group of residents wants to manage an estate or area. A number of options are available, and we will work closely with residents to discuss the most suitable options for each estate. You may be able to get a government grant to help access these alternatives.

## **Getting involved at a borough-wide level**

### **The Homes for Haringey Board**

This is our decision making body which the chief executive (and all staff) report to. It has places for five tenants and one leaseholder alongside councillors and independent experts. Meetings are

open to the public and residents can out questions to the Board in advance. Contact the Governance Team on 020 8489 1737 or email on [governance.team@homesforharingey.org](mailto:governance.team@homesforharingey.org)

### **Resident involvement agreement**

This is a formal agreement between us, the council, tenants and leaseholders that sets out how residents can be involved, consulted and informed. It contains standards which should be met and makes it clear what can and can't be done. If you would like a copy, or have any questions or comments, please contact the Resident Involvement Team.

### **Residents' Consultative Forum**

If you have never been involved before, this is a good place to start because most of what is happening in Homes for Haringey will be discussed in this forum. There is no fixed membership – you can just turn up. However, to make sure you are sent invitations, you should register with the Resident Involvement Team.

## Leasehold Panel

The Leasehold Panel has a key role in representing leaseholders' interests. It is one of a number of panels which make recommendations to the Homes for Haringey board. It meets at least four times a year and ensures that leaseholders' representatives have an input into day-to-day issues affecting leaseholders.

## Leasehold Forum

The forum meets every year to discuss major issues of relevance to leaseholders and receive reports from the Leasehold Panel.

Other groups for residents include:

- Youth Panel – for young people aged 11 to 21.
- Residents' Repairs Panel – day-to-day repairs and maintenance.
- Asset Management Panel – major works, including decent homes.
- Tenancy and Estate Management Panel – housing management (including antisocial behaviour) and estate services.
- Finance Panel – finance.
- Communications Panel – communications, such as Homes Zone magazine and press.
- Supported Housing Panel – for those living in supported housing

- Disabled Peoples' Group – issues affecting disabled people.
- Tenant Participation Panel – oversees how we involve and consult residents.
- Tenant Training Subgroup – oversees training for residents.

Contact the Resident Involvement Team if you want to find out more.

## Other ways to hear your views

### Tenants' and leaseholders' conferences/open days

These one-day events are designed as an opportunity for resident to get involved without making any other commitment. All council tenants and leaseholders are welcome, and details are published in our magazine, Homes Zone.

### Neighbourhood assemblies

Neighbourhood assemblies give residents an opportunity to discuss wide-ranging issues affecting the quality of life for all residents in their area. The aim of the assemblies is to bring together everyone with an interest in a neighbourhood to improve the overall standard of living.

Topics may include policing, planning, leisure, environmental and health issues. You can get details of the next neighbourhood assembly from the Resident Involvement Team.

### **Leasehold workshops**

Workshops on specific topics are held to discuss issues that are raised at the leasehold forum in greater detail. All leaseholders are invited to attend. Previous workshops have been held on topics such as payment options, service standards and administration charges.

### **Haringey Leaseholders' Association**

Haringey Leaseholders' Association is an independent organisation, we recognise. It represents the interests of all leaseholders in the borough. The association is run by leaseholders for leaseholders. It holds two general meetings a year. It also produces a newsletter. As a leaseholder, you will automatically be entitled to become a member, which won't cost you anything, although voluntary subscriptions are requested to cover the administration costs.

Their contact details are:.  
PO Box 55222  
London N22 9BQ

E-mail:

[help@haringeyleaseholders.org.uk](mailto:help@haringeyleaseholders.org.uk)

Website:

[www.haringeyleaseholders.org.uk](http://www.haringeyleaseholders.org.uk)

### **Surveys**

We carry out a major satisfaction survey from time to time to find out more about the views of a representative sample of tenants and leaseholders. We have a number of small surveys asking about satisfaction with particular services, and we sometimes run other surveys by post, phone or face-to-face. Residents who participate in groups are asked their views about that group every year through the annual participants' questionnaire.

### **Focus groups**

Sometimes we will consult residents on local and borough-wide issues, including the use of 'focus groups'. These are meetings involving a small group of people who are usually chosen at random. If you are asked to take part in any of these, please do because they help us to get services right for you and other residents.

### **Topic groups**

We provide a range of ways for residents to be involved in improving borough-wide services. We arrange

working groups or review groups to look into specific aspects of the housing service, such as planning the tenants' and leaseholders' conferences and open day events. You can register with the Resident Involvement Team to receive full details as and when these groups are formed.

### **Supported Housing (housing for older people)**

Sheltered Housing or Community Good Neighbour Schemes are entitled to have a representative at both the supported housing panel and the independent association of tenant representatives.

### **Comments and complaints**

Please see chapter 19, 'Telling us what you think' for information about our Feedback Team.

Chapter 10

# Antisocial behaviour

All residents are responsible for the behaviour of members of their household and visitors. You are breaking the conditions of your lease if anyone in your flat causes alarm, distress, nuisance, or annoyance to anyone in the area or around your flat.

## What is antisocial behaviour?

The 1998 Crime and Disorder Act defines antisocial behaviour as acting 'in a manner that has caused, or is likely to cause, harassment, alarm or distress to one or more persons not of the same household as the defendant'. Antisocial behaviour comes in many different forms ranging from low-level nuisance to serious harassment. Antisocial behaviour can damage people's quality of life and interfere with their ability to use and enjoy their home or community.

This includes nuisance and harassment due to the following. This is not a complete list.

- Race
- Gender (a person's sex)
- Sexuality
- Religious beliefs

- Disability
- Age
- Drug abuse
- Using the property for illegal or immoral purposes, including prostitution
- Rubbish
- Offensive phone calls and malicious letters and other items
- Vandalism
- Youth nuisance (children and young people)
- Pets, for example, dogs fouling and constantly barking
- Gardens – disagreements and overgrown gardens
- Other reasons

If you have problems with any of the above, you should call the council's antisocial behaviour phone line on 0845 671 1177.

For problems with abandoned vehicles, call 0845 073 6904.

For problems with noise, visit any of the council's Customer Services Centres to make a report or phone on 0845 055 0921. You can also call the Noise Control Service (there are more details on page 81).

## Reporting antisocial behaviour

If you have problems with your neighbours, it is often best to talk to them yourself if you can, and if it is safe to do so. If you can't or if this doesn't work, you should report the problem (see below).

To deal with your problem, it is important we get as much detail as possible. You should keep a record of incidents, and include dates, times and whether there were any witnesses. You can get nuisance 'diaries' from your tenancy management officer, Customer Services Centres or the Antisocial Behaviour Action Team. These can help give us the evidence we need to take action against antisocial residents.

### To report antisocial behaviour:

- phone the council's antisocial behaviour phone line on **0845 671 1177**; or
- contact your local housing office or Customer Services Centre.

You should always report serious acts of violence, including domestic violence, to the police.

You should always report services acts of violence, including domestic violence to the Police.

### The Antisocial Behaviour Action Team

Haringey Council has a specialist team that assesses all reported cases of antisocial behaviour. The team contains antisocial behaviour officers, a police officer and a solicitor. It deals with the more serious, persistent or complicated cases, or those cases which may need legal action.

Other cases are referred to our tenancy management staff who will deal with the problem.

### How your report will be dealt with

We will record your report and give you a case reference number. We will pass your report to the council's Antisocial Behaviour Action Team. The Antisocial Behaviour Action Team's staff will contact you to take more details. They will decide whether the matter should be investigated by them or your tenancy management officer, or be referred to another agency.

### How your case will be investigated

An officer from the Antisocial Behaviour Action Team will contact you to arrange an interview. The team aims to contact you within 24

hours, and arrange an interview with you within 10 working days or sooner if the matter is very serious.

The officer will discuss how the problem can be dealt with. They will discuss any concerns you have about the safety of you or your family. We will take a victim-centred approach (that is, take your report as being the truth) and agree an action plan with you, setting out what we can do to tackle the problem.

Where possible, if there is enough evidence, we will take legal action against the person carrying out serious acts of antisocial behaviour. Other cases may be referred to our tenancy management staff for action.

Homes for Haringey and the Antisocial Behaviour Action Team work closely with agencies such as the police, the youth offending service and schools to reduce the level of antisocial behaviour in the community. Some of these services can offer support to those involved in the antisocial behaviour.

It is also possible to use an independent mediation service to sort out disagreements in suitable cases.

## The respect standard for tenancy management

This is a set of commitments around tackling antisocial behaviour that the Government has asked all social landlords to sign up to. By signing up to the standard, we have made a public promise to tackle antisocial behaviour and its causes, and to help create a culture of respect in Haringey.

We will be working with residents, the Antisocial Behaviour Action Team, the police and other organisations to deliver the following six commitments.

- Making a clear commitment to the community so that people know that we take antisocial behaviour seriously and how we will tackle it.
- Involving residents in making decisions about how to tackle antisocial behaviour on a local and borough-wide level.
- Getting involved early on, dealing quickly with antisocial behaviour and trying to prevent it from happening.
- Making it as easy as possible to report and give evidence about

antisocial behaviour, and providing support to victims and witnesses throughout the process.

- Understanding and effectively and quickly using the different ways to tackle antisocial behaviour.
- Finding ways to tackle the causes of antisocial behaviour.

### **What happens if you commit antisocial behaviour?**

If you, members of your household or visitors cause harassment, nuisance, annoyance or other types of antisocial behaviour, we may take legal action against you. Some examples of behaviour which is likely to cause a nuisance, harassment or annoyance are:

- banging doors, shouting, playing loud music;
- allowing family members to behave in an unruly way;
- putting graffiti on council property;
- abuse because of someone's colour, age, race, sexuality, gender or disability;
- threats or acts of violence to other people;
- aggressive gestures;
- verbal abuse such as name calling; and
- making false complaints.

## **Action we may take**

If you continue to cause antisocial behaviour, we will consider taking further action against you, including the following.

- **Acceptable behaviour contracts**

These contracts are a voluntary agreement between the person causing the antisocial behaviour, the Antisocial Behaviour Action Team and the police. If the behaviour concerns a young person between the ages of 10 and 17, their parent or guardian will also be asked to sign the contract. Breaking the agreement can lead to legal action being taken.

- **Parental guidance agreements**

These are similar to acceptable behaviour contracts but are used if the person causing the antisocial behaviour is aged under 10. These agreements are signed by the parents of the child causing the problems, the Antisocial Behaviour Action Team and the police. Breaking the agreement can lead to legal action being taken.

- **Injunctions to prevent the behaviour.**

A court can award an injunction to stop someone committing harassment or antisocial behaviour. If the harassment or antisocial behaviour continues, that person could be sent to prison.

- **Antisocial behaviour orders**

These court orders are to prevent antisocial behaviour. If someone breaks the terms of an order, they could be sent to prison.

- **Individual support orders**

These are civil orders for 10- to 17-year-olds which set positive conditions designed to tackle the causes of a young person's antisocial behaviour.

- **Forfeiture**

A court can make an order allowing us to end a lease and repossess a Leaseholders' flat if they have caused antisocial behaviour. This is called forfeiture.

We or the Antisocial Behaviour Action Team will take legal action, on behalf of the council, against residents who continue to commit antisocial behaviour, or allow it to be carried out. **If we take this action, you risk losing your flat.**

## Noise problems

Noise nuisance is a very serious issue and we try to do everything we can to deal with noise problems that affect our residents. Haringey Council's Noise Control Service deals with noise nuisance on our behalf.

If it is safe and you are happy to do so, we advise that you speak to the person causing the noise first. If this does not work, you should report the problem to the **Noise Control Service**. If you are still having problems with noise, speak to your tenancy management officer.

If you or someone in your household causes a disturbance or nuisance to your neighbours, we may take court proceedings against you and you could lose your flat.

### **How to report problems with noise**

If you are a victim of noise nuisance, contact the Noise Control Service on the following numbers.

During office hours:  
0800 195 3404

Outside office hours:  
020 8348 3148

## How we will deal with noise problems

The noise control service will:

- visit you if the noise is happening at the time;
- send a warning letter if they witness the noise; and
- serve an abatement notice if they witness the noise again within six months.

A noise **abatement notice** can:

- demand that the nuisance stops;
- prevent the nuisance from happening again; and
- fine the person £5,000 if they do not keep to the terms of the notice.

The notice will stay in force as long as the person lives in the council's accommodation.

To report an ongoing noise problem, such as industrial machinery, you should call us or use the online form on our website at [www.homesforharingey.org](http://www.homesforharingey.org).

If the noise is happening now, we suggest you call us on the numbers above. The online form is not suitable for reporting a noise problem that needs an immediate response.

## Customer satisfaction

We value your comments on our service. We will send you a customer satisfaction form after we have investigated your case fully. We use your replies to analyse our performance and improve the service we provide.

## Our employees

You or anyone staying in or visiting your flat must not obstruct, abuse, threaten or assault our employees or any employees working on our behalf at any time. You may be breaking the conditions of your lease if you do so.

## Domestic violence

- You are not alone.
- It is not your fault.
- Help is available.
- You have a right to live free from fear!

Violence in the home can include physical attacks, threats, sexual abuse, rape or incest. We will always try to make sure people who have suffered from violence or who are at risk of violence are safe.

**If you are at immediate risk, you should report actual or threatened domestic violence to the police or to Hearthstone, Haringey's domestic violence advice and support centre, on 020 8888 5362.**

The Hearthstone Centre will give you information, help and advice about what action you can take against the person carrying out the abuse and on how to improve security in your home.

You may need alternative accommodation or refuge for a short time, while things are sorted out.

If you want to return to your home and want the person who was violent towards you removed from the property, we will give you advice on how to do this. We can also tell you how to make your home safe through the Sanctuary Scheme.

Domestic violence is a crime. Protect yourself and your children's safety by taking action against abusers. Domestic violence is any physical, sexual, financial, verbal, emotional or psychological abuse which

happens between partners, ex-partners or family members. Although most sufferers of domestic violence are women, men can also be victims.

Outside office hours, contact the Hearthstone Nightline (0800 023 2794) or the police if you are at risk of domestic violence. Staff will take your concerns very seriously.

Hearthstone gives survivors of domestic violence access to all the support they will need in one place. The centre brings together housing officers, police community safety officers, health professionals, counsellors, solicitors, support agencies and other professionals who can help and advise you.

### **Contacting Hearthstone**

You can drop in to Hearthstone from 10am to 4pm, Monday to Friday.

Their address is:

10 Commerce Road, Wood Green N22 8ED. Or, you can phone

020 8888 5362 to make an

appointment. Lines are open from

9am to 5pm Monday to Friday. The fax number is 020 8889 6508.

See the websites

[www.homesforharingey.org](http://www.homesforharingey.org) and

[www.haringey.gov.uk](http://www.haringey.gov.uk).

**Important emergency numbers**

Police (24 hours) **999**

24-hour national domestic violence helpline

**0808 2000 247**

Haringey Police Community Safety Unit **020 8345 1944**

The Samaritans **020 8889 6888**  
(24-hour confidential helpline)

If you are concerned about the risk of domestic violence, or you are experiencing it, you can also contact your tenancy management officer to discuss your situation.

The council has produced a booklet called 'I Shall Survive,' giving practical advice and details of the support available for people suffering violence within relationships. You can get copies from Hearthstone or from any Customer Services Centre.

Chapter 11

# Keeping our environment clean

To make sure that your flat is a good place to live, we and all residents need to work together.

## Around your flat

We will keep any lifts, staircases and shared areas clean. If you live on an estate or in a block and are not sure who has the cleaning responsibilities, please speak to your estate services manager. You can find their contact details on your local estate noticeboard or get them from your tenancy management officer.

We ask that you clean the area outside your front door and your own doormat.

## Your garden

You are responsible for looking after your garden (if there is one). You must:

- keep the grass short and weed any beds;
- keep it free from rubbish and in a tidy condition; and
- make sure shrubs and hedges do not become a nuisance to neighbours or cause safety problems to walkways.

If you do not look after your garden, you may be breaking the terms of your lease. We may get a court order to make you tidy up. In serious situations, you may risk losing your flat.

## Estate services

We provide estate services officers to look after council estates and provide a cleaning service for blocks of flats and maisonettes with lifts and other shared facilities.

Estate services officers work from Monday to Friday. In blocks of flats which have lifts, mobile teams will also carry out some essential cleaning tasks at weekends.

To find out the name of your estate services manager and when your block will be cleaned, please check your estate notice board.

## Cleaning inside the block

Estate services officers are responsible for cleaning and maintaining shared areas inside the block. They will:

- test, check and clean the lifts and lift entrance lobbies every weekday;

- clean shared staircases, landings and other lobbies every week;
- take steps to make sure shared areas are properly lit and free from obstructions;
- change faulty light bulbs;
- if possible, remove graffiti from walls and other surfaces, prevent vandalism and protect property;
- deal with any emergency in normal working hours, and make sure that the appropriate emergency or utility service is called out if necessary;
- report repairs to shared areas and take safety measures until a repair can be done;
- store bulky items of rubbish and make arrangements to have them removed; and
- check that rubbish chutes are clean and that other rubbish facilities are clean and tidy. This includes bin chambers and bulk sheds.

For emergencies outside office hours, contact our emergency service on **020 8348 3148**.

## Cleaning outside the block

The council employs a company, currently Haringey Accord, to clean

the roads, pavements, grassed areas, hard play areas and alleyways on your estate. They are also responsible for picking litter from flower beds.

Haringey Accord is responsible for all matters involving rubbish, dumped rubbish, and collecting your garden and household waste. Haringey Accord is also responsible for replacing damaged waste containers.

You can contact Haringey Accord by phoning **020 8885 7700**.

## Maintaining the grounds

If you live on an estate or in a block that we manage, we will be responsible for maintaining the grounds around your property. We provide the following grounds maintenance services.

### Grass (shared areas)

- Pick up large items from grassed areas before mowing them.
- Maintain and cut grass.

The number of times the grass is cut will vary and depends on weather and ground conditions.

### **Shrubs and rose beds (shared areas)**

Prune, cut back and weed shrub and rose beds at least once a year, or provide extra pruning if access pathways are blocked.

### **Hedges (shared areas)**

- We cut privet hedges twice a year, usually in June or July and November or December.
- We will cut all other hedges at least once a year, usually in June or July.

### **Weed spraying (shared areas)**

- Apply herbicide three times a year on hardstandings, garage sites, drying areas, access ways and footpaths.
- Spraying is usually carried out from March through to October.

### **Tree maintenance**

We have a programme for tree maintenance, which deals with tree planting, pruning, pest and disease control, and felling trees. This is to make sure that trees on housing estates are kept in a safe and attractive condition and do not damage or interfere with access ways or neighbouring buildings.

You can contact your tenancy management officer for more information about maintaining trees. You can find their contact details on your local estate noticeboards or get them from Customer Services Centres.

### **Play equipment**

We inspect play areas every day, with a 24-hour response for emergency repairs. For emergency repairs to play areas outside office hours, please contact our emergency service on 020 8348 3148.

## **Getting rid of rubbish**

You must only get rid of rubbish by placing it inside the chutes or inside the bins provided. You should wrap any glass, wet waste or rotting waste before you get rid of it. Do not put hot ashes in bins, as they could start a fire.

Rubbish collectors will not sweep up loose rubbish, so you should make sure that you get rid of your waste using the facilities provided. Please do not throw rubbish out of windows or leave litter anywhere. Littering and dumping rubbish may result in prosecution or a fixed penalty notice fine.

Do not force large bags or items of rubbish or furniture down the rubbish chute, as they will block it. Also, do not leave rubbish bags or furniture on the landings or walkways. Please contact your estate services officer or your estate services manager, who can arrange for bulky items to be stored ready for collection.

If there is a facility on your estate for bulky rubbish, you can leave large items such as old furniture there. Your estate services officers will be able to give you details. Details of your estate services staff are on your local estate noticeboard.

If there is no facility for collecting bulky rubbish on your estate or you do not live on an estate, you can call **Haringey Accord on 020 8885 7700**. They will arrange to collect bulky rubbish, and will collect the following bulky household items free of charge.

- Fridges
- Freezers
- Washing machines
- Dishwashers
- Tumble dryers
- Oven and cookers

- Computer equipment
- TVs
- Car batteries
- Car tyres
- Gas cylinders

For other items, such as furniture, Haringey Accord will arrange to collect them but there will be a charge. Haringey residents can use this service to have up to six items at a time collected.

### **Recycling in flats and estates**

You should use the recycling facilities available where you live. These include weekly doorstep recycling collections, recycling bins on your estate or your local recycling bank.

If you are not sure where the nearest recycling banks are, or would like to ask for a bank in your area, please call the Haringey Accord Call Centre on 020 8885 7700. Each bank clearly shows which material it accepts – paper, glass (colour separated) or cans.

The banks have equipment to reduce noise disturbance but please only use the sites between 7am and 9pm. We monitor the banks regularly and Haringey Accord

makes sure that sites are regularly cleared of litter.

If you have any problems with the recycling banks, please use the following contact details.

### Full banks

020 8885 7700

E-mail: [recycling@haringey.gov.uk](mailto:recycling@haringey.gov.uk)

### Cleanliness of site

020 8885 7700

E-mail:

[callcentre@haringeyaccord.com](mailto:callcentre@haringeyaccord.com)

### Graffiti

0845 073 1979

Report online at

[www.haringey.gov.uk](http://www.haringey.gov.uk)

### Reuse and recycling centre

All residents can take bulky items and recycling to the reuse and recycling centres at Park View Road N17 or Hornsey High Street N8.

The centres provide facilities for recycling the following:

- White goods (such as fridges, cookers, washing machines and so on);
- Furniture;
- Electrical goods (including computer equipment and TVs);

- Paper, glass and cans;
- Cardboard;
- Garden waste;
- Scrap metal;
- Wood and timber;
- Plastic bottles;
- Domestic building rubble;
- Car and household batteries;
- Used engine oil;
- Books;
- Textiles and shoes;
- Mobile phones;
- Printer cartridges.

The site also accepts waste items that cannot be recycled, but **not** asbestos. Traders are not allowed on the site. If you use a van, you must show your Council Tax statement or a utility bill (gas, water, electricity) as proof of your address.

For opening times, please check our website at [www.homesforharingey.org](http://www.homesforharingey.org).

### Abandoned vehicles

Please see chapter 14, 'Parking and garages'.

Chapter 12

# Problems with pests

Pests are insects and rodents that can invade your flat and affect your health. If you have a problem with pests in your flat, you can contact Haringey Council's Pest Control Service, which deals with pest control on our behalf. You can also contact your tenancy management officer, visit your local Customer Services Centre, or visit [www.homesforharingey.org](http://www.homesforharingey.org) and fill in the online form.

We will arrange to treat **ants, wasps, beetles, bedbugs, cockroaches, fleas, mice, pharaoh ants, pigeons, rats and wasps** through the council's Environmental Services (Pest Control), but you will have to pay for the cost of the treatment unless these pests are causing a danger in a shared area. An example of this would be a wasp nest. We will charge you for treatment carried out in a shared area through your service charge.

If your flat has a problem with **squirrels**, our staff will carry out an inspection to find out if there is a repair problem. Pest Control will provide necessary treatment and our building services will repair damaged areas to prevent further problems.

You should report all problems with pests to your tenancy management officer, to Pest Control or to your local Customer Services Centre. They can give you advice and, if appropriate, co-ordinate treatment if the problem affects more than one property. You can also get more details from our website at [www.homesforharingey.org](http://www.homesforharingey.org).

## What you need to tell us

- Tell us what pest infestation you have.
- Give us your name, address and contact details.

**Individual treatment** – Pest Control will contact you direct to make arrangements to treat the problem.

**Block treatments** – Pest Control will send letters to all affected properties giving the date and time that they will visit to carry out the treatment.

If Pest Control cannot get into your flat, they will leave a card clearly showing the date and time of their visit. Your tenancy management officer will contact you if there is a problem with getting into your flat to

carry out the treatment. We will give you reasonable notice if we need to get into your flat. Even if you do not have a problem with pests, we may still need to carry out a treatment. If you do not let us in, this could affect the success of the treatment. You may be breaking the terms of your lease, which may result in us taking legal action against you.

### **Pigeons**

Pigeons cause a huge amount of damage each year. Putting right damage caused to paintwork, window frames and brickwork by pigeon droppings takes money away from spending on essential repairs. The appearance of the buildings and the surrounding areas is also spoilt. For this reason, you must not feed pigeons outside your flat. If you do you may face court action.

If you have any questions, you can contact your tenancy management officer, the Customer Services Centre or Pest Control direct. You can also use the online form on our website at [www.homesforharingey.org](http://www.homesforharingey.org).

### **Pest Control**

Phone: 020 8489 5551

Fax: 020 8489 5530

E-mail:

[enforcement@haringey.gov.uk](mailto:enforcement@haringey.gov.uk)

Chapter 13

# Concierge services

The concierge service in large blocks of flats is designed to give residents more security in their flat by helping to control access to the blocks, providing a welcoming reception service and offering protection from vandalism, squatting and graffiti.

**The main duties of concierge officers are to:**

- let visitors into the block and control access;
- regularly watch the CCTV monitors and maintain the equipment, contacting the police when they see any vandalism, theft or antisocial behaviour;
- report repairs in shared areas and on behalf of residents;
- put emergency procedures in place if there is a fire, flood or lift breakdown;
- work with other services and agencies such as estate services staff and the police;
- record all incidents in the logbook, including visits by contractors, other visitors and repairs; and
- carry out customer care checks by phone after repairs have been carried out.

**Concierge officers are on duty between:**

- 8am and midnight Monday to Friday, with two meal breaks of 50 minutes each;
- 10am and 2am on Saturdays, with two meal breaks of 50 minutes each; and
- 12 noon and 8pm on Sundays, with one meal break of 50 minutes.

**Contact details**

Please phone the call centre or contact your local Customer Services Centre for details of your concierge scheme and their phone number.

Chapter 14

# Parking and garages

## Parking

Parking has become a problem in Haringey and on council estates. To try and improve the situation for all residents and visitors, Haringey Council introduced two parking schemes that might affect where you live.

The **estate controlled parking scheme** is managed by Homes for Haringey and the **controlled parking zones** are managed by Haringey Council's Parking Service.

## Controlled parking zones

There are a number of controlled parking zones in the borough. Some properties we manage are in controlled parking zones, and in these cases you must follow the controlled parking zone's parking restrictions.

Special street signs show you when you are entering or leaving a controlled parking zone and the times that parking restrictions apply. You will need a residential or visitor parking permit or a valid pay-and-display ticket to park in the marked bays.

To get a permit, you will need to fill in a parking permit application form, provide proof of where you live and proof that you own or are hiring or leasing the vehicle. There is a charge for the permit.

Permits for controlled parking zones are **not** valid within estate controlled parking schemes. You can apply for a controlled parking zone resident's permit in the following ways.

- **By visiting Haringey Council's Payment Service office at:**  
247 High Road, Wood Green  
N22 8HF.  
Opening hours  
Monday to Friday:  
9am to 4.30pm  
Saturday: 9.30am to 12.30pm
- **By writing to:**  
Haringey Council Parking Service  
PO Box 38996  
London N22 9ZQ.  
E-mail: [parking@haringey.gov.uk](mailto:parking@haringey.gov.uk)
- **By visiting** the council's website at [www.haringey.gov.uk](http://www.haringey.gov.uk)
- **Or, you can phone** Customer Services' parking helpline on 0845 073 1234.

Opening hours  
 Mondays and Fridays from 8am to 6pm; and Tuesdays, Wednesdays and Thursdays from 8am to 8pm.

### **People with disabilities (controlled parking zones)**

If you are a disabled driver, you do not need a parking permit as your disabled person's badge (blue or orange) allows you to park your vehicle in any type of parking bay except business bays.

You must make sure that:

- you display a valid blue or orange disabled person's badge; and
- the vehicle is being used to carry the owner of the disabled person's badge.

You are also entitled to apply for a companion badge which you can use in place of your disabled person's badge. The companion badge is meant to help stop people from stealing and misusing disabled persons' badges.

If you want a disabled person's badge or need more information about controlled parking zones, contact your local Customer Services Centre.

## **Estate controlled parking scheme**

The estate controlled parking scheme is completely separate from the controlled parking zones.

Controlled parking zone permits are not valid on estate controlled parking schemes, and vice versa. Permits for the estate controlled parking scheme are free for people who live on the estate.

A permit does not guarantee a parking place. It only allows you to park in the approved areas. The estate controlled parking schemes operate at flexible times between Monday and Saturday. There are extra restrictions for estates near White Hart Lane when Tottenham Hotspur Football Stadium is being used for any event.

If you live on an estate covered by the scheme, you must display a valid resident's parking permit and valid tax disc on the vehicle windscreen. We will clamp or remove vehicles not displaying a valid permit and tax disc. **If you do not have a valid tax disc, the permit will not be valid.**

Each resident vehicle owner is entitled to one permit for each vehicle. To be eligible for a permit, you **must**:

- be living on the estate for which you want a permit;
- have your vehicle registered to an address on that estate; and
- have a valid tax disc (also known as an excise licence) for the vehicle.

If you rent a garage on an estate with an estate controlled parking scheme, you are entitled to apply for a parking permit. To be eligible for a permit, you **must**:

- have the vehicle identified on the garage tenancy agreement;
- have evidence that you own the vehicle; and
- have a valid tax disc (also known as an excise licence) for the vehicle.

Permits are only valid on the estate for which they are issued and you cannot transfer them between vehicles. You can get an estate controlled parking scheme permit from your local Customer Services Centre. Permits are valid for one year from the date they were issued.

## **Short-stay visitors' parking scheme**

Residents living on estate controlled parking scheme estates can buy short-stay visitors' parking permits. Visitors' permits will not guarantee a parking place. They will allow visitors to park in approved parking areas on the estate. Visitors who park illegally will be clamped or towed away.

There are three types of short-stay visitors' permits available.

- Short-stay visitors' parking permits.
- Weekend visitors' parking permits.
- Two-week visitors' parking permits.

You can use this type of permit if, for example, you do not own a vehicle but have hired one for a particular period. You can find out about charges on our website at [www.homesforharingey.org](http://www.homesforharingey.org).

## **Prohibited areas**

You are not allowed to park on forecourts and garage areas if parking is forbidden by street signs, notices or road markings. You are not allowed to park on pavements, footpaths, grassed, cultivated, shared areas at any time.

These areas where you are not allowed to park are known as 'prohibited areas'. If you park in a **prohibited area**, your vehicle will be clamped and towed away. Similarly, if your vehicle is causing an obstruction of any kind, it will be towed away immediately.

### **What to do if your vehicle is clamped or towed away**

If your vehicle is clamped, the contractor will place an information sticker on the vehicle giving details of how you can get the clamp removed. Do not try to drive the clamped vehicle or remove the clamp yourself.

To **release** the vehicle, you will have to pay a release fee. We may take clamped vehicles which are not claimed within 48 hours to the vehicle pound.

If your vehicle is taken to the vehicle pound, you must contact the contractor who will tell you how to reclaim it. You will have to pay a release fee before it is returned to you. The contractor's phone number is displayed on signs around the estate.

If you have a dispute about clamping, removal, impoundment or paying release fees, contact the

contractor direct. You will find contact details on notice boards at the entrances to the estate.

**If you cut off wheel clamps**, we will take enforcement action against you, which could include removing the vehicle and not returning it until you have paid any clamping fees.

### **People with disabilities (estate controlled parking schemes)**

Your disabled person's badge (blue or orange) entitles you to park in the estate controlled parking scheme.

You are also entitled to apply for a disabled resident's permit or a companion badge (or both) if you want to. Displaying either of these badges would mean you would not need to display your disabled person's badge, and would reduce the risk of someone stealing and misusing it.

If the person in charge of the vehicle commits an offence (for example, misuses a disabled person's badge), we may take legal action against them.

If you would like a disabled person's badge, a companion badge, a disabled resident's permit or more information about the estate

controlled parking scheme, you should contact your local Customer Services Centre.

## Other parking responsibilities

Whether your estate is part of the estate controlled parking scheme or not, you also have the following responsibilities.

- You must not park any private, heavy-trade or commercial motor vehicle or caravan unless there is a suitable garage or hardstanding and you have our permission.
- You must not park any vehicle so it could block emergency access, exit points, bin chambers or access to other parking spaces or garages, or could cause a problem.
- You must remove any unroadworthy vehicle you own from shared access roads or other shared areas when we ask in writing.

We consider an unroadworthy vehicle to be one that has no valid tax disc, insurance or MOT, or is in a dangerous condition or unlocked. This applies even if you have a Statutory Off Road Notification (SORN) for your vehicle. You must

not park any untaxed vehicle on council land.

- You, or anyone staying in or visiting your home, must not carry out major repairs to vehicles on the land around your home or on the road without our permission in writing.

## Untaxed and abandoned vehicles

Untaxed or abandoned vehicles and vehicles causing an obstruction will be removed immediately. If your vehicle has been removed, you will need to contact the contractor, and they will return your vehicle once you have paid the relevant fees for removing and storing it. The contractor will get rid of any vehicles which are not claimed by their owners.

The contractor's phone number is displayed on signs around the estate.

If a vehicle is abandoned outside your flat, you should contact the council's Parking Service on **0845 073 6904**. Please tell them:

- where the vehicle is;
- the registration number (if possible); and
- the make and colour.

You can report an abandoned vehicle using the online form on [www.haringey.gov.uk](http://www.haringey.gov.uk). The Parking Service will arrange to have the vehicle removed as quickly as possible on our behalf.

If an estate controlled parking scheme covers your estate, our contractors will regularly check for abandoned vehicles. If you want to report a vehicle in an estate controlled parking scheme, please call the number on the notice boards in the area or call your Customer Services Centre.

## Parking contractors

All contractor staff working on our estates wear a uniform and display an identity card showing their name, a colour photograph, the name of the contractor, and phone number.

The contractor will patrol estates where the parking scheme is in operation. The patrolling will depend on the specific vehicle problems and parking needs of each estate.

### Setting up an estate controlled parking scheme

We can set up an estate controlled parking scheme if residents ask for one. To begin the process, you can

use our online form on our website at [www.homesforharingey.org](http://www.homesforharingey.org) or contact your tenancy management officer.

## Garages

If you need somewhere to keep your car or van, you may be able to rent a garage near you. Your local Customer Services Centre can give you information about garages in your area and the number of people on the waiting list.

When we offer garages, we will give priority to council tenants and leaseholders living on the estate. If no council tenant or leaseholder is on the list, we will offer the garage to the next person on the list.

Most garages are designed for a standard car and measure 4.88 metres by 2.44 metres (16 feet by 8 feet), but a few are larger, with room for a van. Rents are based on size and facilities, for example, whether there is lighting inside.

### Points to consider

- You can only rent a garage for motor vehicles.
- You must not use a garage for any other purpose, such as storage.

- You must not store materials that catch fire easily in a garage.
- You cannot keep petrol or gas bottles in a garage.

### **Reduced garage rents**

We may be able to reduce the garage rent if you are:

- 60 or over; or
- disabled and receiving Mobility Allowance or Disability Living Allowance.

### **Where there is low demand for garages**

If it is difficult to let a garage or block of garages, we will consider reducing the rent. We will not normally agree this reduction if we have let more than 50% of the garages already. If we do agree to a reduction, it will apply to all garages, including those we have already let.

You cannot receive more than one discount on any single garage. If we have already reduced your garage rent because of your age or disability, we will replace the reduction with the low-demand reduction.

### **Renting a garage**

To rent a garage, phone your local housing office or contact your local Customer Services Centre. They will send you a form and put you on the waiting list. Or you can fill in the on-line form on our website at [www.homesforharingey.org](http://www.homesforharingey.org).

When you sign the tenancy agreement for the garage, we will ask you to produce a valid vehicle registration document (V5) and other proof of your identity.

## Chapter 15

# Pets

We recognise the importance of pets to many people, and we appreciate that most pet owners are responsible people who look after their pet and consider their neighbours and neighbourhood.

## **Keeping pets**

You can keep a pet in your flat but you must make sure you keep it under control. This is because pets can sometimes cause problems such as barking and making a mess, which can annoy your neighbours. As a leaseholder, you are responsible for the behaviour of people visiting your flat. You must make sure that their pets do not cause a nuisance to your neighbours or neighbourhood.

There are certain dangerous wild animals that you cannot own, such as poisonous snakes. There is a full list at [www.defra.gov.uk](http://www.defra.gov.uk), or phone the Department for Environment, Food and Rural Affairs on 08459 33 55 77 for more information.

## **Dogs**

When walking your dog on the estate, you must keep it on a lead. Do not let your dog enter fenced play areas.

If your dog's barking causes a nuisance, we may serve a notice on you to stop the noise. We may also fine you if your dog doesn't stop. Letting your dog foul pavements or verges of estate roads or any other shared areas and not clearing it away is very inconsiderate. Street enforcement officers may issue you with a warning, prosecute persistent offenders or issue fixed penalty notice fines.

You must keep to the conditions of the Dangerous Dogs Act 1991. Certain types of dogs are not allowed to be kept under the act. This includes breeds of dogs such as the Japanese Tosa, Fila Brasileiro, Dogo Argentino and the Pit Bull Terrier.

You must make sure your dog can be permanently identified so that it can be traced if it is lost.

## **Housing staff and visitors to your flat**

Strangers coming to your flat can often disturb animals. To reduce stress to the animal and show consideration for your visitors, including our staff, it may be appropriate to keep pets in another room while the visit takes place.

Anyone staying in or visiting your flat who has a pet must keep it under control and not allow it to cause a nuisance or annoyance to anyone.

## Reporting problems with animals

Tenants who allow their pets to disturb or annoy neighbours could be guilty of antisocial behaviour.

- To report problems such as persistent loud barking, fouling of footpaths or animals out of control, please contact the council's antisocial behaviour line on **0845 671 1177**.
- To report stray dogs in the area, please contact the council's Animal Welfare and Control Team on **020 8489 5546**.

Chapter 10, 'Anti-social behaviour' gives more information about our policy on nuisance and antisocial behaviour, and explains how we will deal with your complaint.

## Questions about keeping pets

For general information on animal Welfare, contact the council's Animal Welfare and Control Team on **020 8489 5546**.

Chapter 16

# Be safe

Most accidents happen at home. By taking a few sensible precautions, you can reduce the risk to you and your family.

## Fire

If there is a fire in your flat, please follow this guidance.

- Don't try to put it out, unless you can do so safely and quickly.
- Leave the room immediately and close the door.
- Make sure everyone leaves the flat, closing all the doors behind them.
- If the fire prevents you from leaving your flat, go to one room and close the door behind you. Then put a wet towel at the bottom of the door and stay low on the floor.
- Do not open windows, as this will help the fire to spread through your flat.
- Call the fire brigade immediately. Dial 999, give the number of the phone you are calling from and ask for the fire brigade. They will ask for your name and address and where the fire is. Do not hang up until they repeat your address.
- Once you've left the flat, wait for the emergency services, who may want more information from you.

## If there is a fire somewhere else in your block of flats

Call the fire brigade immediately. Unless the fire brigade tells you to evacuate, you will normally be safe if you stay in your flat. Close all the doors and windows to keep out the smoke. If smoke gets in, leave immediately, closing the door behind you. If the fire is near your flat or is in a property joined to yours, you should leave the building immediately. Do not use the lifts when there is a fire.

### **Remember the following.**

- Closing doors slows down the spread of the fire and reduces the main danger – smoke.
- Keep escape routes clear – don't keep large items such as furniture on shared balconies and landings.
- Don't wedge self-closing doors open. These doors are normally fire-resistant. They help to stop fire and smoke spreading, but only when they are closed. If any of the self-closing doors are not working properly, please report it to us on **0800 195 3404**.
- Before you go to bed or go out, close as many doors in your flat as you can. If a fire does start, this will help to stop it spreading. You should unplug all electrical appliances when you are not using them, especially overnight.

## **Smoke alarms**

Smoke alarms are a cheap way of giving you early warning of a fire. You can buy them in most hardware shops and supermarkets. If you have smoke alarms, they should be on

stair landings and outside the kitchen or bedrooms (or both). You should check the batteries each week.

### **Materials that can catch fire easily and other substances**

You or anyone staying in or visiting your home must not keep any paraffin or any other inflammable or dangerous material in your home or in a shed or garage, except those that are reasonably needed for normal domestic use. You must make sure that you do not put yourself or your neighbours at risk.

Any products that you buy will have information on how you should store them. You must follow this information.

If you do have to keep gas or materials that catch fire easily, there are some practical precautions that you can take:

- Keep only small quantities and remove empty cylinders as soon as possible.
- Store products away from flame or heat, such as cookers or electrical appliances.
- Store products in a secure place where children cannot reach them.

- Store cleaning substances as labelled on the product.
- Remove dangerous products that are out of date and where packaging has been damaged. Get rid of them in line with guidance on the packaging.
- Keep products in their original containers and keep the labels intact. (Children may mistake them for a drink.)

## Gas

### Gas leaks

If you smell gas, contact **National Grid (previously called Transco)** immediately on **0800 111 999**. Do not use any phone, not even a mobile phone, or intercom system (if you have one) **inside** your flat. Using a phone inside your flat could cause an explosion.

- Do not smoke or strike matches.
- Put out naked flames.
- Do not turn anything electrical on or off until the problem is fixed.
- Turn off the gas supply at the meter.
- Open doors and windows.

### Gas servicing

You own all the gas appliances in your flat. It is up to you to make sure they are safe by getting them

serviced once a year by a specialist CORGI registered gas fitter.

If you sublet your flat, you have responsibilities as the landlord under the Gas Safety Regulations 1998 for the safety of the gas appliances. Chapter 18, 'Subletting' on page 117 has more details.

## Water

Make sure you know where the stopcock is so you can turn off the water if you need to. If your water supply is cut off, make sure that you turn off all the taps and remove plugs from all sinks and baths to prevent a flood when the water comes back on.

If you get a burst pipe, do the following:

- Turn off the water supply.
- Turn off the electricity at the mains. Use a wooden spoon or broom handle to flip the switch if the unit is in contact with water.
- Catch as much water as you can with buckets, pans and cloths.
- Contact a plumber to fix the pipe

## Security

- Never let strangers into your flat unless they can prove who they are. All our staff carry identity badges and so will people from gas, electricity and water companies. If you are suspicious, contact the police.
- The crime-prevention officer at your local police station can advise you on how to make your flat more secure.
- Make sure that controlled entry doors are closed properly, and do not let strangers into the block. If the doors are faulty, please let us know.
- Good lighting increases security, so please report any faulty lighting in the shared areas of your block or estate as soon as possible.
- If you are going away, leave your flat securely locked and check that the windows are closed. You might want to take further security measures, such as fitting timer switches on your lights. It's also a good idea to turn off the water and gas supplies.

## Windows

If you have windows fitted with safety catches, make sure the catches are only released for cleaning and the windows are secured when you have finished. You should never leave a window unattended when the catch is off.

You can get more tips about safety on our website at [www.homesforharingey.org](http://www.homesforharingey.org).

Chapter 17

# Selling

You can sell your flat (this is also known as transferring or assigning the lease) whenever you want to. You must pay any bills you owe before you move out, including your service charges.

The buyer's solicitor must tell the council's Legal Services that your flat has been sold within one month of it being sold. Their address is:

### **Legal Services**

Haringey Council, Alexandra House  
10 Station Road, Wood Green  
London, N22 7TR.

Your solicitor can phone them on  
020 8489 0000.

You should check with your solicitor that Legal Services knows that you have sold your flat. See 'How your name is removed from the service charge account' on page 115 for more information.

If you bought your flat under the right to buy scheme, you will have to repay the council some or all of the discount you received if you sell within the '**discount repayment period**'. This could be three years or five years, depending on your lease.

Generally, people who applied for the right to buy before 18 January 2005 will have a discount repayment period of three years, and people who applied on or after 18 January 2005 will have a discount repayment period of five years. This is because the right to buy rules changed on 18 January 2005.

Generally, if a leaseholder applied for the right to buy on or after 18 January 2005, the council also has a '**right of first refusal**' for the first 10 years of the lease. This means that if you want to sell the property within the first 10 years of the lease, you must first offer the property back to the council (or in some cases another social landlord such as a housing association). If the council decides to buy the property it must pay you the full market value. If you and the council cannot agree on the value, the district valuer must decide.

The council must accept your offer of first refusal, reject it, or name another social landlord who will buy your flat. They must do this within eight weeks of receiving your offer. If the council rejects your offer you can sell your property on the open market. But if you do not sell your

property within 12 months, you must offer the property to the council again.

### Three-year discount repayment rules

If your repayment period is three years the council will reduce the amount you have to repay by one-third for each year or part year that has passed since you bought the flat.

Years since you bought the flat	The amount of discount you have to repay
1	All
2	Two-thirds
3	One-third
4 or more	None

The table above shows how this works. So, if you sell your flat within the first year, you will have to repay all the discount you received. If you sell at any time during the second year, you will have to repay two-thirds of the discount.

You will not have to repay the discount if you remortgage your flat.

### Five-year discount repayment rules

The amount you have to pay back will be a percentage of the amount you sell the property for, less the value of any improvements you have made. The percentage will depend on the amount of discount you received when you bought your flat and how soon you sell it. After five years, you can sell your flat without having to pay back any money.

See example on the following page.

## Example

- If your flat was valued at £100,000 when you bought it under the right to buy, and you received a discount of £16,000, this means your discount was 16%.
- If the market value of your flat at the time you sell it (less the value of any improvements you have made) is £120,000, then 16% of this is £19,200.
- If you sell your flat in the discount repayment period (the first five years of owning it), you will have to pay the council back one-fifth of £19,200 for each year (or part year) left in the discount repayment period. (See the table below.)

If you sell your flat within	Discount you must repay	Amount you must repay (in this example)
One year	100%	£19,200
Two years	80%	£15,360
Three years	60%	£11,520
Four years	40%	£7,680
Five years	20%	£3,840
Six or more years	None	None

Remember, if you agree (either before you buy your flat or during the first five years of owning it), to sell your flat to someone else in the future (known as a '**deferred resale agreement**'), you will still have to pay money back to the council. The discount repayment period starts from the date you make the agreement.

You will not have to repay the discount if you remortgage your flat.

## Resale packs

If you sell your flat, your solicitor will normally ask us for a resale pack.

This is also known as a pre-assignment pack. It contains important information that your buyer will want to know about the flat, including:

- any service charges you have not paid;
- copies of the schedules of actual service charge for the last three years and the current statement of estimated service charge;
- major work that has been carried out but which you have not had the bill for yet; and
- details of any major work that is planned in the future.

Your solicitor and the buyer's solicitor use this information to decide who should pay for what. They agree these issues between themselves. We are not involved in these decisions.

We charge you for providing this information. The charge is £176.25 (£150 plus VAT as at January 2008), and you must pay us this before we provide the information. Your solicitor should write to the Home Ownership Team to ask for a resale pack. Once we have received

payment, we will fax your solicitor and post the pack to them within 10 working days.

## Questions about the service charge account

If your solicitor only needs to know the balance on your service charge account when you sell your flat, or if you are remortgaging your flat, you will also have to pay a charge. The charge is £35.25 (£30 plus VAT as at January 2008), and your solicitor must pay this before we provide the information.

## How your name is removed from the service charge account

The buyer's solicitor must tell the council's Legal Services that your flat has been sold within a month of the sale. To do this, they must send a **'notice of transfer'** (or 'notice of assignment') and pay a fee for the work that Legal Services has to do when the lease is transferred to the buyer. The notice of transfer costs £50 as at January 2008. The buyer's solicitor must also send the council's Legal Services a **'notice of charge'** to tell them about the new Leaseholders' mortgage arrangements. The notice of charge costs £50 as at January 2008. The cost of a combined notice of transfer

and charge is £75 as at January 2008.

Also, the buyer's solicitor must make sure that the buyer enters into a 'deed of covenant' with the council. This means the buyer agrees to follow the terms of the lease. The solicitor must send this deed to Legal Services. You can get a draft **deed of covenant** from Legal Services for £50 as at January 2008.

We can only update our records when Legal Services has received all the relevant notices and money. Once we have updated our records, we will write to the new leaseholder to tell them about their service charges.

Chapter 18

# Subletting

Under the conditions of your lease, you are allowed to rent out your flat to someone else. This is called subletting. You should check your mortgage to see if it has any conditions about subletting.

You will probably need to get your mortgage company's permission before you sublet your flat. You also need to meet certain conditions for the buildings insurance policy, or your insurance premium may increase. These conditions include:

- you must rent out your flat for six months or more;
- the sublet must be managed by a managing agent, who takes a deposit from your tenant to pay for any loss or damage;
- there is an assured shorthold tenancy agreement between you (as the leaseholder) and your tenant or tenants.

If you have any questions about your insurance policy, please phone the Insurance Team on

**020 8489 3610.**

### **Registering your sublet**

If you sublet your flat, you should tell the Home Ownership Team as soon as possible and they will send you a

registration pack. Your lease says that you must register the sublet with us within one month.

You must give us an address where we can send all letters, bills and notices. It is also important that you give us the names, and phone numbers of your tenants in case we need to contact them in an emergency.

### **Your responsibilities**

Remember, as the leaseholder you will still be responsible for paying us your service charges. Even though you are not living in your flat, the lease is still in your name. You are still responsible for your flat and the way your tenants and their family and visitors behave.

If your tenants do not follow the conditions of your lease, we will take action against you for breaking your lease. This could mean legal action – for example, by applying for an injunction or an order to end your lease.

You should make sure you have a tenancy agreement with your tenant. We suggest you only make a short-term agreement for between 6 and 12 months. This is so that you can get rid of unsuitable tenants if you

need to. We also recommend that you get advice from your solicitor before you make any agreement.

If there are any gas appliances in your property, you must follow the Gas Safety (Installation and Use) Regulations 1998. This means you must make sure that your appliances are safe and well maintained and that a CORGI registered gas engineer carries out a gas safety check each year.

The law says you must give your tenants a copy of the yearly gas safety check record, and also give them a copy before they move in. For more information on gas safety and your responsibilities as a landlord, you can visit the Health and Safety Executive's website, [www.hse.gov.uk/gas/index.htm](http://www.hse.gov.uk/gas/index.htm) or call their information hotline on 08701 545500.

Chapter 19

# Telling us what you think

## Customer feedback

We welcome any form of feedback, including suggestions, compliments and complaints. We are committed to making sure that we use customer feedback to help us improve our services and focus on the needs of our customers. Our staff will accept feedback from you in any form, and as a customer you should never hesitate to offer feedback of any kind.

You can make a suggestion, give us a compliment or complain in the following ways.

- Fill in and return the tear-out form in our feedback leaflet, 'Complaints, compliments and suggestions,' which you can get from any Customer Services Centres.
- Contact the relevant Homes for Haringey service in writing, by phone, in person, by fax, by e-mail, or on our website. Use the online form on our website at [www.homesforharingey.org](http://www.homesforharingey.org).

We know that not everyone can access our services in the same way. To give everyone an equal opportunity to give feedback, we offer:

- translators and interpreters;
- audio tapes;
- sign language;
- documents in Braille; and
- minicom and textphone services.

## Suggestions and compliments

- When we receive a suggestion, we will write to thank you within two working days. A manager will let you know within 15 working days how we are taking your suggestions on board.
- It is important that you tell us what we are doing well - so we make sure we keep doing it. If we receive a compliment, we will write to you within 10 working days to let you know we have passed your compliment to the officer concerned.

## Complaining to us

We want to provide good quality services for everyone, but we know that things sometimes go wrong. If they do, we need to know so that we can put them right and learn from them.

If you want to make a complaint about a service that we provide, you can contact us by:

- filling in the form in our booklet 'Complaints, compliments and suggestions';
- filling in the online form on our website at [www.homesforharingey.org](http://www.homesforharingey.org);
- phoning us on 020 8489 4337, 020 8489 4321, 020 8489 4235 or 020 8489 4646;
- e-mailing us at [complaints@homesforharingey.org](mailto:complaints@homesforharingey.org);  
or
- writing to us at:

**Homes for Haringey  
Feedback Team**

Freepost RRBE-JGLA-ATLY  
13-27 Station Road, Wood Green  
London N22 6UW.

If you make a complaint to us and a council service should deal with your complaint, we will pass it on to the right team and let you know that we have done so. There may also be other occasions when we cannot investigate your complaint. Again, we will let you know and, where possible, put you in touch with someone else who may be able to help.

## The complaints process

First, it is always better to try to get problems solved by your local office. If you would like some informal advice on making a complaint, please call the Feedback Team on the phone numbers above.

Our complaint process has three stages and is designed to be as user-friendly as possible. Please let us know if you need help with your complaint so that we can organise an interpreting service or arrange for Braille or signing facilities.

### Stage zero – sorted out sooner

- When we receive a basic complaint, we will try to sort it out in two working days. If that is not possible and you remain unhappy we will automatically carry out a stage one investigation.

### Stage one – local solution

- We will write to you within two working days to acknowledge your complaint and to give you the name and contact number of the person dealing with your complaint.
- We will then aim to investigate your complaint fully within 10 working days, and the

investigator will write to you with their findings. If we are not able to meet this target, we will let you know, and usually say when we will be able to respond to you.

### **Stage two – service investigation**

- If you are not happy after the first stage of our complaints process, you can contact a member of the Feedback Team to let them know why. If we are not able to sort out the problem, we will write to you within two working days with details of the person who will be investigating your stage two complaint.

A senior manager who was not previously involved with your complaint will investigate it, and write to you with their findings within 20 working days. If they are not able to meet this target, we will let you know and usually say when we will be able to respond to you.

### **Stage three – independent review**

If you are still not happy after stage two of our complaints process, you can contact Haringey Council's Central Feedback Team to say why. The Central Feedback Team will independently review how we have

handled your complaint and carry out an investigation.

The Central Feedback Team will write to you within two working days of receiving your complaint to give you details of the person dealing with your complaint. The investigator will reply to you in full within 20 working days.

#### **Central Feedback Team**

Phone: 020 8489 2550

Fax: 020 8489 2533

E-mail:

centralfeedback@haringey.gov.uk

Minicom: 020 8489 2535

## **Taking your complaint further**

### **Local Government Ombudsman**

If you are still not happy after complaining to us you can contact the Local Government Ombudsman. The ombudsman will usually only investigate your complaint after you have been through at least stage one of our complaints process.

The ombudsman is an independent person who investigates complaints about local authorities. The ombudsman does not investigate all cases and will only consider matters

such as neglect, unjustifiable delay or failure to follow our policy. When the ombudsman receives a complaint, he or she will investigate it, taking evidence from both sides to reach a decision. This decision will be final. Investigations by the Local Government Ombudsman can last a long time and should be used only as a last resort when you feel you have a very serious complaint.

If you feel we have not dealt with your complaint satisfactorily, you can contact the ombudsman.

Local Government Ombudsman  
Millbank Tower, Millbank  
London SW1P 4QP  
Phone: 020 7217 4620  
Fax: 020 7217 4321  
Advice line: 0870 602 1983  
Website: [www.lgo.org.uk](http://www.lgo.org.uk)

## Your elected representative

Your local councillor or Member of Parliament can also help you to make a complaint. If you want to contact either a councillor or a Member of Parliament, you can write to them or go to one of their surgeries. You can get details from your local Customer Services Centre, Haringey libraries, council offices and other buildings.

## Mediation

If you are disputing your service charge and have been through at least the first two stages of our complaints process, we may agree for the Leasehold Advisory Service (LEASE) to mediate and find a solution.

If we agree to use the LEASE mediation scheme, we will pay the £200 LEASE application fee if the service charge you are disputing is more than £1,000 as at January 2008. You will have to pay £100 (and we will pay the other £100) if the service charge you are disputing is less than £1,000. In some cases, we may not agree to mediation, for example:

- if the amount you are disputing is too small;
- if there are legal issues involved and it is more appropriate that they are dealt with by the courts or the Leasehold Valuation Tribunal; or
- if you have not been through at least the first two stages of the complaints process first.

You can get details from the Home Ownership Team or LEASE.

## **Leasehold Advisory Service (LEASE)**

31 Worship Street, London  
EC2A 2DX

Phone: 020 7374 5380

E-mail: [info@lease-advice.org](mailto:info@lease-advice.org)

Website: [www.lease-advice.org](http://www.lease-advice.org)

## **Leasehold Valuation Tribunal (LVTs)**

The Leasehold Valuation Tribunals (LVTs) help to deal with disagreements between leaseholders and landlords, including disputes about service charges. See chapter 6, 'Your rights' for more details.

## **Legal action**

In some circumstances you can take us to court. If you are considering this option, you should get expert advice first from a solicitor, an advice bureau or a law centre. If there is current legal action, we cannot investigate your feedback at the same time. Legal action overrules the feedback process.

## **Disagreeing with decisions — reviews and appeals**

If you disagree with a Housing Benefit or Council Tax Benefit decision, you must first contact the

Benefits Service in writing within one calendar month of the date on their decision letter. An appeals officer will check the decision again and let you know in writing whether the decision can be changed.

If you are still not happy with the decision, you must write to the Benefits Service giving your reasons for disagreeing with the decision of the appeals officer. You may also have the right to appeal to an independent tribunal. You can get more information about your rights to appeal against a benefit decision in a leaflet from the Benefits Service.

Chapter 20

# Other services

## Translation, interpreting and communications

### Translation service

We believe that everyone in our community has the right to access all the information and services we provide.

For this reason, we provide translation, interpreting and communication services for people who do not speak English, are blind or have sight difficulties, or are deaf or have hearing difficulties. In particular, we provide:

- interpreting, including sign language;
- interpreting over the phone;
- language translations; and
- information in Braille, large print and on audio tape (English and other languages).

Our services are professional, confidential and sensitive to your individual needs. Our experienced interpreters and translators reflect the cultural differences of our residents.

### What to do if you need an interpreter

If you have an appointment to see one of our officers, you can ask for an interpreter. We will arrange one for you free of charge. You will need to give us enough time to arrange this. Your interpreter can interpret for you either in person or over the phone. If an interpreter is not available, we will arrange another appointment for you.

### How do I ask for a translation?

If you need a letter or document translated, ask the officer who is dealing with your enquiry. Most of our documents have a form on the back cover which you can fill in and send to a Freepost address to receive the information in another language or format. This is a free service.

### Braille and audio tape

We can arrange for any documents you receive from us to be made available in Braille or on audio tape. We can also produce standard letters (including those which need translating) in a larger type size if you have problems with your eyesight.

Most of our documents have a form on the back cover which you can fill in and send to a Freepost address to receive the information in another language or format. This is a free service.

### **Phone service for clients with hearing difficulties**

We have a minicom at Customer Services Centres so you can communicate with us if you are deaf or have a hearing difficulty.

### **Access to offices for disabled people**

All Customer Services Centres have access for disabled visitors. If your disability makes it difficult for you to call to see us, we will arrange to visit your flat. For more details, please see page 8.

For more information about translation, interpreting and communication services, contact our Communications Team.

### **Communications Team**

Phone: 020 8489 1582 or  
020 8489 4487

E-mail:

[communications@homesforharingey.org](mailto:communications@homesforharingey.org)

## Chapter 21

# Information we hold about you

## Data protection

We hold personal information about our clients and employees. We hold the information for a number of reasons, but mainly to make sure that we provide people with efficient and effective services. All the information we hold is protected under the Data Protection Act 1998.

### The Data Protection Act 1998

The Data Protection Act is the legal framework that makes sure personal information is used fairly and legally. The act protects people's privacy and rights.

This means that we must treat the personal information that you give to us confidentially and we will not normally pass it to anyone outside the organisation.

Some information that you give us may be sensitive, for example, medical details or information about income and household circumstances. We often need this information to decide how to provide housing services.

We will explain what information we need, how we will use this information and who it will be available to. We will ask your permission if we need to give it to

anyone else. Only in exceptional circumstances will we pass details on without your permission.

### Access to information we hold about you

The Data Protection Act gives you the right to see any personal information that we hold about you. This applies to manual records, such as your leasehold file, as well as records we hold electronically on our computer systems.

In certain limited circumstances, we may withhold information from you. These include if:

- releasing the information would be likely to cause serious harm or unnecessary stress to the physical or mental health of the person who wants the information;
- releasing the information might interfere with preventing and detecting crime; or
- the information relates to another person who has not given permission for it to be released.

If you think that the information we have is not correct, you can ask us to correct it.

- If we agree that it is not correct, we will correct it and send you a letter confirming what we have done.

- If we do not agree, we will send you a letter giving our reasons for our decision. You have the right to complain or to ask the data protection officer to review the decision.

If you have any concerns about the way we process information, or would like to see the information we hold about you, write to:

### **The Data Protection Officer**

Level 3  
River Park House  
225 High Road  
Wood Green  
N22 8HQ.

We may need to ask you for information to check your identity and to find the information you want. If you authorise someone to make a request on your behalf, you must do this in writing.

To protect your privacy when you visit a Customer Services Centre to speak to housing staff, you can have an interview in a private room.

If you complain to us, it will not affect your right to complain to the office of the Information Commissioner, or to apply to the court for an order.

### **Information Commissioner's Office**

Wycliffe House , Water Lane  
Wilmslow , Cheshire SK9 5AF

## **The Freedom of Information Act 2000**

The Freedom of Information Act 2000 gives you the right to see non-personal information we hold (for example, our plans for major improvement programmes). There are some circumstances when we do not have to give you the information. For example, if giving you the information would affect a criminal investigation.

If you want information, you should apply in writing to any Customer Services Centre. We will aim to respond within 20 working days.

Chapter 22

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Your Leaseholders' Charter contains useful information about your rights and responsibilities as a council leaseholder. For a free copy in your own language, please check our website or tick the box below, fill in the form and return it to the freepost address.

Shqip

Statuti juaj i Qirambajtësve (leaseholders) përmban informata të dobishme mbi të drejtat dhe përgjegjësitë tuaja si qirambajtës këshilli. Për një kopje falas në gjuhën tuaj, ju lutem kontrolloni në faqen tonë të internetit ose shënjoni ✓ kutinë, plotësoni formularin dhe dërgojeni tek adresa me postim falas.

Kurdî Kurmancî

Peymana we ya Xwedî-Lease'an li ser maf û berpirsiyên we yên wek xwedî-leaseke şaredarîyê gelek agahîya kêrhatî dide. Ji bo kopîyeke bêpere bi zimanê we, ji kerema xwe li websîteya me binêrin, an jî qutîka jêrîn nîşan bikin û wê ji navnîşana posta bêpere re bişînin.

اللغة العربية

يحتوي دستور المستأجر معلومات مفيدة حول حقوقك ومسؤولياتك كمستأجر البلدية. لنسخة مجانية في لغتك الخاصة، رجاء أدخل في موقعنا الإلكتروني أو أشطب في المربع في الأسفل، أمنيء الاستمارة وأرجعها إلى العنوان البريدي المجاني

Freepost المجاني

Soomaali

Ballanqaadka dadka guryaha iibsaday waxa ku qoran macluumaad muhiim ah oo ku saabsan xuquuqdaada iyo mas'uuliyadaadka marka aad kawnsalka guri ka iibsato. Si aad u hesho koobbi lacag la'aan ah oo luqaddaada ku qoran, fadlan ka eeg goobta internetka ama calaamadi sanduuga hoose, buuxi foomka oo ku soo celi boosta lacag la'aanta ah ee hoose

Ελληνικά

Η Χάρτα των «Λήσχολντερ» περιέχει χρήσιμες πληροφορίες για τα δικαιώματα και τις ευθύνες σας σαν μισθωτής «λήσχολντερ» του Δήμου. Για ένα δωρεάν αντίτυπο στη δική σας γλώσσα, παρακαλούμε επισκεφτείτε τον ιστότοπό μας ή σημειώστε το πιο κάτω τετράγωνο, συμπληρώστε τη φόρμα και επιστρέψτε την στην πιο κάτω διεύθυνση χωρίς ταχυδρομικά.

Türkçe

Lease sahipleri bildirimizin bir belediye lease sahibi olarak hak ve sorumluluklarınızla ilgili yararlı bilgiler içermektedir. Bu bildirimini kendi dilinizde ücretsiz bir kopyası için lütfen internet sitemize bakın veya aşağıdaki kutuyu işaretleyip formu doldurarak ücretsiz posta (Freepost) adresine yollayın.

Please tell us if you would like a copy of this charter in another language that is not listed above or in any of the following formats, and send the form to the Freepost address below.

In large print     On audio tape     In Braille     In another language (please say which):



Name: \_\_\_\_\_ Phone : \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Please return to: Freepost RLXS-XZGT-UGRJ, Haringey Council, Translation and Interpretation Services, 8th Floor, River Park House, 225 High Road, London N22 8HQ

Homes for Haringey offers this translating and interpreting service to Haringey residents. We can translate this document into one language per resident ONLY.



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Leaseholders' Charter

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