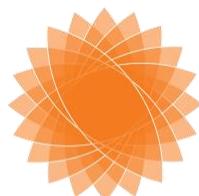


# Leaseholders' Handbook

A guide for Leaseholders  
managed by  
North Kesteven District Council



**districtnk**  
North Kesteven District Council

This document is available in large print, Braille, audio tape, electronic formats such as CD, or in a different language. Our website is ReadSpeaker enabled. For a copy please contact Customer Services at the Council using the following options:

**Phone:** 01529 414155 (main switchboard)

**Emergency out of hours:** 01529 308308

**Minicom:** 01529 308088

**Fax:** 01529 413956

**Web:** [www.n-kesteven.gov.uk](http://www.n-kesteven.gov.uk)

**Email:** [customer\\_services@n-kesteven.gov.uk](mailto:customer_services@n-kesteven.gov.uk)

### **Our opening hours are**

Monday – Thursday 9am – 5pm

Friday – 9am – 4.30pm

### **Address**

North Kesteven District Council

Kesteven Street, Sleaford, Lincolnshire NG34 7EF

**If we fail to meet any of the standards stated in this leaflet, please tell us.**

# About this handbook

## Who is this handbook for?

This handbook has been produced to give information to:

- Leaseholders who live in a block of flats where North Kesteven District Council owns the freehold;
- Council tenants who are thinking of buying their flat;
- Anyone who is thinking of buying a flat from a leaseholder.

## What does the handbook aim to do?

- Explain the rights and responsibilities of being a leaseholder;
- Explain the Council's rights and responsibilities as the landlord of a leaseholder's block;
- Give details about the services we provide to leaseholders;
- Explain about service charges and why leaseholders have to pay them;
- Explain how the Council consults with leaseholders.

Please note the information in this handbook is intended to be a general guide only and does not replace terms stated in a lease.

If you have any queries about the information in the handbook or your lease, please let us know. Alternatively you should seek your own advice from your solicitor, a law centre or Citizens Advice Bureau.



Tenants working in partnership with  
North Kesteven District Council

## **About North Kesteven District Council**

North Kesteven District Council is the largest landlord in the district and owns approximately 3875 properties. The Council also manages approximately 50 leasehold properties.

## **Our Leaseholders' Charter**

- We will act as a reasonable and responsible landlord, at all times;
- We will respect and protect your rights as a leaseholder and will expect you to respect our rights and responsibilities as a landlord;
- We will keep the building in good condition;
- We will try to deal with nuisance problems caused by neighbours in your block and will expect you, your household and your visitors not to cause nuisance to others.

## Section 1

### Your lease, rights and responsibilities

Your lease explained	8
Leaseholders' main obligations	10
The Council's main obligations	12
Insurance	12
Your rights as a leaseholder	13
Your responsibilities as a leaseholder	14
The Council's rights as the landlord	15
The Council's responsibilities as the landlord	15
Consultation	16
The Law	17
Equalities Statement	17
Data Protection Act 1998	18
Checking personal records	18
Freedom of information	19
Safety and security for Council staff	19

## Section 2

### Buying, selling and losing a leasehold flat

Buying a leasehold flat and becoming a leaseholder	20
Selling your lease, or leaving it in your will	21
Losing your home by forfeiture or repossession	22
Buying the freehold of your block	23
Sub-letting your home	24

### Section 3

#### Repairs and maintenance

Who is responsible for repairs	26
How to report a repair that is the Council's responsibility	27
Making sure you receive a good service	27
Repairs to your own flat	28
Servicing of gas appliance	28
Carrying out your own alterations	29
How to get permission to carry out alterations	30
Home Improvement Loans	30

### Section 4

#### Management of your block

Living in a flat	31
Shared areas and services	31
Legal definition of Anti-Social Behaviour	32
You and your neighbours	32
Noise – how can we help you	32
Harassment	33
Harassment of our staff or representatives	34
Racial harassment	34
Vandalism and Graffiti	34
Pets	34
Gardens	35
Satellite dishes and aerials	35
Car parking	35
Garages	36
Refuse	36
Rats, mice and other pests	37
Condensation	37
General rights of entry	38

## Section 5

### Service charges

Why do I have to pay service charges?	39
How costs are spent	39
How your charges are calculated	39
Different ways to receive your bill	40
18 month rule	40
Rights to further information	40
Paying your bill	41
The first five years	41
Your right to be consulted	42
Charging for major works	43
If you have difficulty paying your service charges	43
Service charge loans	45
What if I don't agree with my charges?	45
What happens if I don't pay my charges?	47

## Section 6

### Having your say

Tenant Representative activities	48
How to make a complaint	48
Unhappy with our response	49
Compliments and suggestions	49
Useful contact details	51

# Section 1 - Your Lease, rights and responsibilities

## Your Lease explained

- The Lease is a contract between you and the Council. It gives you and your successors the right of possession of your flat for a long period (initially 125 years) - provided you keep to the terms of the Lease;
- The Lease document sets out these Terms and Conditions. It is a legal document - keep it in a safe place. We can give you a copy if you lose it, but a fee will be charged for this. You should have your own copy;
- The Lease can be difficult to understand. Before you bought the property your solicitor should have explained your Lease in full so that you understand both your responsibilities and the Council's responsibilities;
- The Lease only allows you to use your property as a private dwelling;
- When you purchase a flat or maisonette from the Council, you purchase a Leasehold interest in the property. The Council retains the Freehold interest. As Freeholder, the Council owns the land on which the property is built and charges a ground rent;
- Ground Rents on properties sold under the Right to Buy scheme are normally £10 a year;
- Your Landlord will serve you with an annual 'Notice of Ground Rent' when it is due for payment;
- Most Council leases last for 125 years from the date of the first sale of the property.

## **The Lease will tell you**

- What parts of the property have been sold to you (this may include outbuildings and gardens shown on a plan attached to your lease);
- What rights you have over communal parts of the building;
- What rights you have over communal land;
- Details of costs, for example repairs, maintenance and improvements. These are generally known as service charges.

Your Lease is an important document as it sets out your rights and responsibilities as a Leaseholder, and those of the Council as Freeholder. If you have lost your copy of the Lease and you have a mortgage, you should contact your mortgage lender. They will normally be able to supply you with a copy. If you do not have a mortgage or they are unable to help, please contact us. We can supply you a copy, for a small charge.

## **You own and are responsible for the maintenance and repair of everything inside your home.**

This includes (but is not limited to):

- Internal walls, plasterwork and floor surfaces;
- Tanks, cisterns, drains, conduits, plumbing and wiring that only serve your home;
- Window glass;
- External doors to your home, internal doors and frames;
- Gardens and steps that you have sole use of;
- Sanitary fittings and cupboards, such as to the kitchen, hall and bathroom;
- Internal fixtures and fittings, unless they belong to the Council, such as entry phone handset and system, or communal TV aerial and socket;
- Internal decoration.

## **The Council owns and is responsible for the maintenance and repair of the exterior elements and main structure of the building and estate complex.**

This includes:

- Main structural parts of the building including the roof, foundations and walls;
- Joists and beams of the floors and ceilings of a flat;
- Chimney stacks, gutters and rainwater and soil pipes;
- Loft spaces and fixtures and fittings that serve more than one home;
- Tanks, cisterns, drains, pipes, gutters, sewers, ducts, conduits, plumbing and wiring that serve more than one home;
- Front door frames and window frames to your home;
- Shared internal spaces, such as communal hallways, corridors, stairways, doors, door frames, lifts and other shared internal spaces;
- Communal gardens, paths, parking areas, recreation areas and other shared external areas;
- The heating system, if there is a communal one.

## **The leaseholder's main obligations**

As a Leaseholder you must:

- Pay all service charges as they become due;
- Keep your home in good repair and standard of decoration, e.g. decorating at least every 5 years;
- Keep your home in a clean and tidy order, including regular cleaning of all windows in a flat;
- Carpet all floors of the flat, except in the kitchen and the bathroom that you should have a flooring that does not cause excessive noise, such as cork or rubber covering;
- Maintain the flat's garden, including any hedges, if applicable;
- Arrange for your gas heating and cooking appliances to be serviced yearly by a 'Gas Safe' registered engineer;
- Send a copy of your gas certificate to the Council's Property Services Manager

- Keep all common parts of the building and any communal areas clean and tidy, such as communal stairs, hallways and landing areas, with the other occupiers;
- Allow the Council, its contractors or workmen access to your home when reasonable notice has been given. Generally this is within three days of written notice or in an emergency;
- Use the flat exclusively as one self-contained flat;
- Provide the Council a certified copy of every assignment, transfer, mortgage, order or charge of the flat or lease.

As a Leaseholder you must not:

- Make alterations or additions to the building, internally or externally, without the Council's permission;
- Use the building for business purposes or hold any sale by auction in the flat;
- Keep any animal, bird or reptile without written permission from the Council;
- Cause a nuisance or annoyance to neighbours, or let others do so, such as making excessive noise;
- Cause damage to the building;
- Disfigure any wall, fence or window that forms part of the building, by fixing or displaying any sign or name plate, television or radio receiving aerials, satellite dishes, machinery or scientific apparatus;
- Use the flat, or allow it to be used, for any illegal or immoral purposes;
- Not park a car or van in any garden or pathway;
- Leave bicycles, prams or scooters in communal areas (internal or external);
- Leave refuse or rubbish in communal areas other than in bins provided.

## **North Kesteven District Council's main obligations**

In accordance with the terms of the Lease, the Council must:

- Maintain and repair the structure and exterior of the building, including decorations to the external and communal parts of the building;
- Maintain and repair all communal areas both internally and externally;
- Consult with you concerning certain repairs and improvements;
- Insure the building and carry out repairs to it following loss from incidents, such as fire and flood. You will be required to pay for your own insurance.

## **The Right to Charge**

Your Lease contains the authority under which the Council is allowed to charge you for repairs, alterations and improvements to your block of flats. The items for which we can charge do vary and these have to be taken into account when we send a Section 20 Notice for Planned Works. This could mean that your charge could be different to that of your neighbours.

## **Insurance - Who insures my home?**

The Council is responsible for insuring the structure of the building up to its full reinstatement value. This is known as building insurance. The terms of your Lease allow the Council to recharge to you the cost of the annual premium. The terms of your Lease require you to have this insurance.

This Insurance Policy covers rebuilding costs in the event of damage caused by fire, explosion, lightning, and aircraft damage, or burst pipes to those structural parts of the building that your Lease shows to be the Council's responsibility. It does not cover internal fixtures and fittings.

If you require extra protection, you should arrange your own buildings insurance top-up cover. This can be arranged with any reputable insurance company or through your mortgage lender. The Council can arrange for you to use the Council's insurers for your flat, but you will need to pay for this. For further information, please contact the Council and ask to speak to the Community Engagement Team.

Buildings insurance does not cover the contents of your flat, such as your furniture, decorations and personal possessions. You are responsible for cover of these, so you should arrange your own home contents insurance.

### **What if I do not have home contents insurance?**

If you do not have home contents insurance, you are taking a big risk. If you had a fire, flood or break in, at your home, could you afford to replace your furniture, clothing and household possessions? If, for example, you live in an upstairs flat or maisonette, and your bath overflowed and flooded your downstairs neighbour - you would be responsible for the damage.

### **What will it cost?**

Home contents insurance does not need to be expensive, and most companies will let you pay in instalments. There are many insurance companies offering this type of insurance - costs will vary, so it pays to shop around for a good deal.

### **Your rights as a Leaseholder**

Your exact rights depend on the details in your Lease. However:

- The Council generally undertakes repairs and maintenance to communal areas;
- You have the right to be consulted on major repairs to blocks;
  - See Consultation at the end of this section for more information;

- You have the right to make internal alterations to the flat subject to the appropriate permissions and regulations;
  - See Section 3 for more information;
- You have the right to expect North Kesteven District Council to manage issues in your block, estate or area;
  - See Section 4 for more information;
- You have the right to 'Quiet Enjoyment' and to live peacefully in your flat without interference from your neighbours or the landlord, so long as you keep to the conditions of your Lease;
- You have the right to sell your Lease, but must advise us in writing of change of ownership;
  - See Section 2 for more information;
- You have the right to take in lodgers or rent out your flat - but you must advise us in writing;
  - See Section 2 for more information.

### **Your responsibilities as a Leaseholder**

Your exact responsibilities depend on your Lease, but generally you must:

- Pay your share of the costs of managing and maintaining your block;
  - See Section 5 for more information;
- Not allow nuisance within your home that may annoy or cause inconvenience to your neighbours;
  - See Section 4 for more information;
- Not cause the insurance policy to be invalidated or the premium to be increased;
  - See Section 2 for more information.

## **The Council's rights as the Landlord**

North Kesteven District Council has overall management responsibilities for your home, estate and area and has the right to:

- Make decisions on management, repairs and maintenance and improvements to your block;
  - See Sections 3 and 4 for more information;
- Make charges for the management and maintenance of your block;
  - See Section 5 for more information;
- Allow immediate entry to your property in an emergency situation;
  - See Section 3 for more information.

The Council also has a general right of entry to inspect the property, with reasonable notice (see Section 4 for more information).

## **The Council's responsibilities as the Landlord**

Exact responsibilities depend on your Lease, but we are generally required to:

- Keep the structure and common parts of the block in good repair
  - See Section 3 for more information;
- Recover the share of costs for managing and maintaining blocks for leaseholders;
  - See Section 5 for more information.

## Consultation

We have to tell you about:

- Any repairs or other maintenance works to your block that are likely to cost more than £250 for each leaseholder;
- If we, as the landlord, want to enter into a “qualifying long-term agreement” for work that is carried out for a period of more than 12 months, and this may result in the leaseholder contributing more than £100 each year.

Summary of consultation procedures for repairs and major works	
<b>Step 1</b>	The Council serves a Notice of Intention on each leaseholder, with a description of proposed works and estimated costs
<b>Step 2</b>	Leaseholder has 30 days to respond and to nominate other contractors
<b>Step 3</b>	The Council will consider any responses and obtains estimates
<b>Step 4</b>	The Council serves a S20 notice, with details of estimates obtained, and invites observations where possible
<b>Step 5</b>	The Leaseholder has 30 days to respond with observations
<b>Step 6</b>	The Council awards the contract to the successful bidder

This consultation process is compulsory except in emergencies, such as wind damage to the roof where the building needs to be made secure and watertight.

See Section 5 for more information.

## The Law

There are several laws and Acts of Parliament protecting your rights as a Leasehold tenant. If you are not sure of your rights, a solicitor can advise you, or you can contact the Citizens Advice Bureau (see the list of useful contacts at the end of this booklet). The main Acts of Parliament covering Leasehold tenancies are:

- Housing Act 1985;
- Landlord and Tenant Acts 1985 and 1987;
- Housing and Planning Act 1986;
- Leasehold Reform, Housing and Urban Development Act 1993;
- Housing Act 1996;
- Commonhold and Leasehold Reform Act 2002;
- Housing Act 2004;
- Housing and Regeneration Act 2008.

You can see copies of these Acts at main public libraries.

## Equalities Statement

North Kesteven District Council is committed to providing equal access to its services regardless of an individual's race, gender age, sexual orientation, ethnic origin, nationality, religion or belief, or disability. The Council will take action to:

- Eliminate discrimination;
- Promote equality of opportunity;
- Promote good relations between people of different cultural or racial groups

The Council will regularly review all policies and functions, including new and proposed policies, to see if there is any evidence that:

- Different groups of people could be affected differently;
- There are different service outcomes for different groups of people;
- There is any public concern that Council functions are being operated in a discriminatory manner.

## **Data Protection Act 1998**

North Kesteven District Council collects a variety of information, which may be used for any of the following Council's purposes.

We may check information provided by you, or information about you provided by a third party, with other information held by us.

We may also get information about you from certain third parties, or give information to them, to check the accuracy of information; to prevent or detect crime; or to protect public funds in other ways, as permitted by the law.

These third parties include other local authorities, government departments and the police.

We will not disclose information about you to anyone outside the Council unless the law permits us to.

The District Council is the Data Controller for the purposes of the Data Protection Act.

If you want to know more about what information we have about you, or the way we use your information, please contact the Council's Data Protection Officer.

## **Checking Personal Records**

You have the right to inspect certain information we hold about you or the property in which you live (except information given to us in confidence).

Subject Access requests

## **Freedom of Information**

Since January 2005, the Council is required to be open with information and provide access to all types of recorded information held by the Council.

If you wish to make a request please contact the Council's Freedom of Information Officer.

## **Safety and Security for Council staff**

The Council's staff have a job to do and we try to provide a responsive, helpful and polite service. We expect to be treated with courtesy in return.

Action will be taken against anyone who uses unreasonable language or threatening behaviour.

## Section 2 – Buying, selling and managing a leasehold flat

### Buying a leasehold flat and becoming a leaseholder

There are two ways in which you can buy the lease of a council flat:

- Under the Right to Buy scheme in accordance with the Housing Act 1985, if you are a council tenant and you are already living in the flat (subject to certain conditions);
- By purchasing the lease from the current leaseholder (if the flat has previously been bought under the Right to Buy scheme and is being sold again).

In both cases you should get a solicitor to act for you. It is important to know what charges are due on the property to ensure they are dealt with before the sale. Unless you are the first leaseholder, you may have to pay some charges incurred by the previous leaseholder, if they are not cleared before the sale.

If you purchase the lease from the previous leaseholder you must tell us straight away. As the landlord, the Council have the right to know who is responsible for the flat. You have the right to mortgage your flat to a mortgage lender, although you should arrange for a certified copy of the mortgage or charge against your flat to be sent to the Council.

### Principal Right to Buy regulations affecting the purchase of a flat

If you are a Council tenant and are going through the Right to Buy process on a flat, you are entitled to receive a discount on its value. This will be based upon the number of years that you have either been a Council tenant or a tenant of a number of other public sector bodies.

For the first three or five years after you buy the flat (depending on the purchase date) the amount of the discount is recorded as a legal charge. If you re-sell the flat within that period, the discount or a proportion of this discount must be repaid to the Council.

You should seek advice from your solicitor if you are considering selling your flat within the first three or five years after you have bought it under the Right to Buy scheme.

Further information on the Right to Buy scheme can be found in a booklet called “Your Right to Buy Your Home” available from the Council. This is sent out when a request for an application form for Right to Buy is made.

### **Selling your Lease, or leaving it in your will**

You have the right to sell your Lease to anyone you want, leave it to someone in your Will or hand it over as a gift. However, you should get a solicitor to help you, to make sure everything is done legally. When you sell your flat, or ownership passes to another person, you must tell us in writing within 21 days of the sale. The transaction must also be properly carried out.

Your solicitor should check details of all ground rent, service charges and insurance policies, so that these can be taken into account when the transfer is completed. We may charge fees to register a transfer and to record the interest of the bank or building society that has granted a mortgage against a lease.

Selling or leaving your Lease to someone must always be carried out legally. This is to protect your interests and the interests of the person to whom you are selling or leaving the lease. **Unless there is a formal legal document to show that someone else is now the leaseholder, you will still be liable for any charges on the property.**

If you die, and you have not left the Lease to anyone in your Will, your executors will have to decide what to do with your Lease. Any service charges still unpaid will be charged against your estate.

If you have anyone who you would wish to leave your flat, such as your partner or children, you should seriously consider making provision in your Will. If you sell your property, the Council will ask for a forwarding address in case we need to contact you – we may want to give you a refund for overpaid service charges (see Section 5 - Service Charges for more information).

## **Losing your home by forfeiture or repossession**

You should be aware that there are some circumstances where the Council, or your mortgage lender, could apply to the courts for possession of your home.

### **Forfeiture**

Forfeiture is where the Council applies to the County Court to end your Lease because you have broken the Lease conditions. This could happen if:

- You do not pay your service charges, and the amount concerned is:
  - more than £350, or
  - a smaller amount that has been outstanding for more than three years; or
- You cause nuisance and/or harassment to your neighbours.

If the Court decides that you have committed a serious breach of the terms of your Lease, it may terminate the Lease and grant the Council possession of your flat. In such a case, you would lose your home and would not normally be entitled to any payment or compensation. Also you could be responsible for reimbursing all the Council's expenses, legal costs and surveyor's fees involved in the action, regardless of whether the Lease is terminated.

Forfeiture is a severe process. As a responsible landlord, the Council only uses it when it is necessary to protect the interests of itself, its tenants and other leaseholders. In the case of service charges, the Council will always try to help people who have genuine financial problems.

Before applying for forfeiture for unpaid service charges, we would have to satisfy a Leasehold Valuation Tribunal and show that charges were reasonable and the leaseholder had made no attempt to pay them.

Alternatively, the Council may also seek other ways to recover monies owed, such as taking action through the small claims court.

### **Repossession by a mortgage lender**

If you have taken out a mortgage to buy your lease, your mortgage lender has a 'legal charge' on your home. This means they can apply to the courts for repossession if you do not pay your mortgage. If the court grants them possession, they have the right to evict you, sell your lease and take what you owe them out of the proceeds. They must give you any proceeds left over, except where someone else (such as the Council, as your landlord) also has a legal charge on the property for money that is owed to them.

If you have problems paying your mortgage or service charges, do ask someone for help. The Citizens Advice Bureaux and the Council have trained Money Advice Workers. Do not leave it until you are about to be evicted. We will always try to make an arrangement over service charges, and mortgage lenders will always discuss terms for making mortgage payments.

### **Buying the freehold of your block**

If at least two-thirds of the residents in your block are leaseholders, you can apply jointly to buy the freehold of your block and manage it yourselves. This is called 'enfranchisement'.

If you and your neighbours qualify under the enfranchisement rules, we cannot refuse to sell you the freehold.

- You, as a group, would effectively become the owners of the building and the ground on which it stands, and would need to form a management committee for your block;
- As the Council would no longer be your landlord, you would all be jointly responsible for the maintenance and management of the block;
- As owners, you would be able to call on the Council's Neighbourhood Services team if you had problems with your neighbours who are the Council's tenants. If you have problems with others who are not Council tenants, you can provide information to the Council's Anti-Social Behaviour team.

If the Council still had any rented properties in the block, we would be represented on your management committee. You would charge us our share of management and maintenance costs in the same way as we now charge you service charges.

### **Sub-letting your home**

You have a right to:

- Take in lodgers; or
- Rent your flat to anyone you want.

You do not have to ask our permission, but you must tell us and your mortgage company. However, it is important that when taking in lodgers your home does not become overcrowded.

A lodger is someone who shares your home with you as if they were a member of your family. A sub-tenant is someone who rents your flat when you are not living there. Some mortgage companies do not allow this. Lodgers and sub-tenants do not have the same rights as you. If your flat was repossessed by your mortgage lender or landlord, they would be evicted.

If you let someone else rent all or part of your home, you become their landlord. If they rent all of your home for their sole occupation, you will be creating a tenancy, even if no written agreement is signed. Having a tenant could lead to a delay in getting your flat back if you need to move back in, or if you want to sell your lease.

You would also be responsible for ensuring that the sub-tenant complies with all obligations laid out in the terms of your lease. Any sub-letting must be in the form of a legally binding assured shorthold tenancy agreement, to comply with the provisions of the Council's insurance policy. You should also notify the Council immediately if you move and let out your flat, as we will need to continue to send you correspondence.

**Failure to provide proof of a tenancy agreement could increase the Insurance Premium you have to pay by a considerable amount.**

Before you agree to rent your flat to someone else, you should look into it thoroughly. Before entering into any agreement with a third party, please get advice by contacting the Council's Housing Options team or the Citizens Advice Bureaux to ensure that you are legally protected.

## Section 3 – Repairs and Maintenance

### Who is responsible for repairs?

North Kesteven District Council, as the landlord, is responsible for keeping the common areas of your block in good repair. This means we will look after the:

- Structure of the building;
- Landings and hallways;
- Lighting;
- Controlled door-entry systems.

You have the right to ask the Council, as the landlord, to keep the communal parts of your block in a fit state of repair. You also have the right to be told about major repairs to your block, for which you will be expected to contribute your share of the cost (see Consultation on page 16 for more information).

### Repairs that the Council is responsible for

#### Structural:

- Roofs, drains, gutters and pipes on the outside of your home;
- Outside entrance doors (but not front doors of individual flats);
- Window frames and sills (not including glass) unless replaced by you or a previous leaseholder;
- Outside paintwork;
- Paths and steps (back and front) shared with other dwellings;
- Boundary fences (except some where you or a neighbouring owner are responsible);
- Chimneys and chimney stacks;
- Stairs and landings;
- Garages and outbuildings;
- Drying and communal areas.

### **Installations, fixtures and fittings:**

- Shared water pipes, water tanks, gas pipes and electrical wiring;
- Light fittings in shared areas;
- Controlled door-entry systems (where fitted);
- Decoration in shared areas.

### **Repairs that you as Leaseholder are responsible for:**

- All repairs to the inside of your flat;
- Glass in your windows, fixtures and fittings;
- Your final exit doors, and all fixtures and fittings;
- Chimney sweeping;
- Any damage to the common parts and services caused by you, members of your household, or your visitors; and
- Servicing your heating appliance and all heating repairs.

### **How to report a repair that is the Council's responsibility:**

Telephone our contractor Kier directly, on 01529 416399.

### **What happens when you report a repair?**

You will need to provide:

- Your name and address;
- As much detail as you can give about the problem and the repair that is needed.

### **When will the job be done?**

We give all repairs a priority rating depending on how urgent they are. We will tell you which priority category the repair is in, and how soon it should be done.

### **Making sure you receive a good service**

The cost of repairs to common areas will normally be shared between you, the Council and any other leaseholders in your block. When repairs are carried out by our contractors, it is important that we all get value for money. If the job is not done properly, or is not done within the timescale you are given when you report the repair, please let us know.

## **Entering your property in an emergency**

If an emergency situation happens where there is a danger to life or limb, or damage could be caused to other properties (such as water leaks), we may need to force entry to make the property safe. If forced entry is required, leaseholders may be recharged for this and also for any damage caused to other properties.

## **Repairs to your own flat**

You are responsible for repairs to the inside of your flat, including your own final exit doors and the glass in your windows. You should make your own arrangements to get someone to carry out the repairs for you.

If you, or someone you have employed, are carrying out repairs inside your flat, you must make sure that no damage is made to the shared areas or structure of the block. You will be liable for any damage caused to the Council's property, and you will have to pay to have it put right.

If you are in any doubt about any work you intend to carry out, please contact the Council's Property Services section and explain the situation. Based on the information you provide, we may need to arrange an inspection of your flat, before you commence any work. You must not continue with the work if you are instructed not to. There may be a charge for this inspection.

You must not carry out repairs on landings, stairways and other shared areas. You would not be covered by our insurance if you had an accident or caused any damage. If you, or your visitors or members of your household, cause damage to communal areas, then you will have to pay for the repairs.

## **Servicing of Gas Appliances**

It is important for your own safety, and that of your neighbours, that you have your gas appliances in your flat serviced regularly by a competent person.

The Council requires you to provide evidence that your gas appliances have been serviced each year, to include both heating and cooking appliances. A copy of the certificate issued by a 'Gas Safe' registered engineer should be sent to the Council's Property Services section. If you are unsure, or unable to source a suitably qualified engineer, it may be possible for you to use the Council's contractor. The cost of this can be added to the annual service charge for your property. For further details of this service, contact the Property Services section.

### **Carrying out your own alterations**

As a leaseholder you have the right to improve your home - although you may need written permission from the Council. This is because, as the landlord, the Council has an investment in the block, and a responsibility to the other residents.

For any alterations, you must ask for the Council's permission before starting on any work. These include any alterations to the interior of your flat that affect walls, windows, door frames, plumbing and electrical services. You must not do anything that is likely to cause damage to the structure of the building or to shared services, such as plumbing to the roof tank, electricity, gas, water or sewerage supplies.

If you cause damage to the exterior or shared parts of the building, you will be recharged for putting this right. We do not need to know about minor works, such as decorating.

### **Other examples of alterations that need permission:**

- Additions or changes to the services in your home, including fixtures and fittings, such as heating and kitchen units;
- Dropped kerbs and hard standings;
- Aerials or satellite dishes (may also need separate planning permission);
- Outside decoration; the type of paint may need to be approved, to ensure it is compatible with future paints that may be used by us.

## How do I get permission?

You should write to the Council's Property Services Manager, explaining exactly what you want to do and include a drawing or plan. We will not unreasonably withhold or delay this process. A Building Surveyor may need to visit your home to see what you intend to do before making a decision. There may be a charge for this.

We aim to give you an answer within two weeks of receiving your request, although it may take longer, depending on the type of work you wish to carry out. If we refuse permission we will tell you why. You have the right to appeal this decision.

You are responsible for getting any necessary planning permission or building regulations approval. We will normally make it a condition that you do this, when we give you permission for the work.

## Home Improvements Loans

You may be able to obtain a loan from your mortgage company to carry out home improvements. If you obtain such a loan within the first three or five years (depending on the purchase date) after you have bought the flat under the Right to Buy scheme, your mortgage company will ask the Council to postpone its legal charge (the discount you received on the purchase price that should be repaid if you sell your property).

The Council will require quotations for the works you propose to carry out. The Legal Department will consider whether it is appropriate to agree to postpone the Council's legal charge. If it is deemed appropriate, you will be required to sign a form agreeing that the works will be carried out within six months. An appropriate letter of postponement will then be sent to your mortgage company. A fee may be charged for this service.

## Section 4 – Management of your block

### Living in a flat

#### Living with your neighbours

You may have people living above or below you, and may have to share landings and other common areas. You have a right to the ‘quiet enjoyment’ of your flat, and so do your neighbours. People who cause serious harassment to their neighbours can lose their home, even if they are leaseholders.

If you live in a flat or maisonette, please remember:

- Not to make too much noise, especially at night or early in the morning;
- Help keep the shared areas clean and tidy;
- Be a good neighbour. Remember that under your lease agreement you have a duty not to cause a nuisance or annoyance to your neighbours;
- You are also responsible for making sure both members of your household and your visitors should not do anything to annoy your neighbours.

#### Shared areas and services

The Council is responsible for maintaining the shared areas in your block, but everyone living in the block has a duty to keep them clean and use them properly. Remember, you pay a share of the cost of maintaining shared areas, so if you see someone causing damage to or misusing stairways, landings, parking areas, drying areas, security doors and other shared facilities, please tell us at once. If we get evidence of who caused the damage, we may be able to recharge them the cost.

If a repair is needed in the communal areas in your block, please report this to our contractor Kier, by telephoning 01529 416399. Do not assume that someone else will do it. If the lights are out on the stairs, please report this as soon as possible.

### **Legal definition of Anti-Social Behaviour**

When dealing with Anti-Social Behaviour, the Council uses the following legal definitions:

- When dealing with anti-social behaviour, NKDC uses the definitions within the ASB Crime Policy Act 2014. This recognises the ASB is a broad term used to describe nuisance behaviour;
- Housing Act 1996 Section 153A(1) and 153B(2) – ‘Conduct, which is capable of causing nuisance or annoyance to any person, and directly or indirectly relates to or affects the housing management functions of a relevant landlord or consists of or involves using threatening behaviour, or to use housing accommodation owned or managed by a relevant landlord for an unlawful purpose’.

### **You and your neighbours**

As a leaseholder, you have the right to expect the Council to deal with problems in your block, including neighbour nuisance issues. Taking action to resolve nuisance problems can take time. If you cause a nuisance or annoy your neighbours, you are breaking the terms of your lease agreement. You may also be breaking the law.

### **Noise - how we can help you**

Noise nuisance or excessive noise can sometimes be a difficult issue to resolve quickly. We can all make noise from time to time, and the person causing the noise may not be aware that their normal living is causing annoyance to other people. Noise nuisance is rarely a deliberate act.

Noise nuisance can include:

- Playing loud music or a loud television;
- Shouting and swearing;
- Banging and slamming of doors;
- People running up and down stairs or corridors or on uncarpeted floors.

If a neighbour is causing you noise nuisance, we suggest that you initially talk to them about the noise problem. If it continues then you should report it to the Council's Neighbourhood Services team. A council officer will follow up your complaint and can take appropriate action where necessary. This usually starts with a written warning if noise nuisance is found and proven. We can also recharge the costs associated with taking this action to the leaseholder.

You may be required to keep diary records of the nuisance. These are particularly useful if we need to take legal action. This type of action is always used as a last resort as anyone found to be causing nuisance can be evicted from their home. Alternatively you could also consult a solicitor or Citizens Advice Bureau and consider taking your own legal action to stop the nuisance.

## **Harassment**

If you or anyone living in your home is suffering harassment from a neighbour, please report it to the Council's Neighbourhood Services team. You may need to collect evidence in the same way as described for noise nuisance above. You must also make sure that you, your family, or any visitor to your home, do not cause harassment to your neighbours. This includes:

- Violence or threats of violence;
- Abusive or insulting words or behaviour;
- Damage or threats of damage to property;
- Any action that interferes with a person's peace, comfort or convenience.

You must report criminal matters to Lincolnshire Police. The Council cannot investigate crime. This includes threats of violence, damage or something which causes you fear for your safety.

### **Harassment of our staff or representatives**

You, members of your household or visitors invited to your home must not harass, threaten violence or be violent towards Council staff or representatives. If this happens we will take further action, which may include legal action against you.

### **Racial harassment**

Racial harassment is a serious offence. If you, members of your household, or any visitor to your home threatens, abuses or insults your neighbours in a racist manner, you may be prosecuted. In serious cases, you could lose your home. We will help any council tenant or leaseholder who is the victim of racial harassment. If you are the victim of racial harassment, you should report it to the Council's Customer Services Centre. You should also think about telling the police.

### **Vandalism and graffiti**

Even though this is rare, we need your help to stop vandalism and acts of damage. You should report any incident to the Customer Services Centre and to the police. We will treat all reports confidentially.

### **Pets**

A condition of your lease is that you must not keep pets, e.g. any animal, bird or reptile, in your flat without permission from the Council. If you are given permission (a licence) to keep a pet you must make sure it:

- Is kept under control;
- Does not annoy neighbours;
- Is not allowed to roam the estate; and
- Does not foul the communal areas.

If your pet is found to cause a nuisance, we will ask you to control its behaviour. If this does not solve the problem, we will ask you to find a new home for your pet.

If you are thinking of getting a pet, you should think carefully whether it is suitable for keeping in a flat and then seek written approval from the Council's Neighbourhood Services team.

If you are having problems with dogs, either your own or someone else's, a dog warden may be able to help. Contact the Council's Customer Services team for further information.

### **Gardens**

If your flat has a garden, you are responsible for keeping it tidy. You should not allow rubbish to build up, as it may cause a health hazard and encourage mice and other pests.

If there are communal gardens around your block, the Council will maintain them. You must not drop litter or park or drive a vehicle on the grass. As leaseholder you will pay your share of the cost of maintaining the communal gardens in your service charge, including grass cutting, shrub and hedge maintenance charges.

### **Satellite dishes and aerials**

If you want to fit a satellite dish or aerial to the outside of your flat, you must gain our permission in writing first. You may also need planning permission. See Section 3 - 'Making your own alterations', which explains how to get the Council's permission.

### **Car parking**

Most blocks of flats have shared parking areas. Some flats have their own driveway to park on. Parking in shared areas is generally on a 'first come, first served' basis.

Please remember to consider others when you park and do not:

- Cause an obstruction as you could prevent emergency vehicles from getting through;
- Park in front of entrance doors and fire exits;
- Park on the footpath - it is an offence;
- Park or drive a motor vehicle over grassed or garden areas, unless you have a hard-standing and dropped-kerb;
- Park lorries or trucks on the Council scheme access roads, or in shared parking areas.

You can carry out minor repairs to your own vehicle:

- In a shared parking area;
- At the roadside;
- In your garage.

Provided you do not:

- Disturb your neighbours;
- Soil the roadway or parking surface;
- Leave rubbish.

You should not do major repairs to your own vehicle or do repairs for other people, whether you are being paid or not.

## **Garages**

The Council also owns and rents out garages. If you would like to put your name down for a garage or would like further details, please contact the Council's Housing Administration team.

## **Refuse**

The Council operates a fortnightly refuse collection service. This service generally includes provision of wheeled bins and requires you to separate landfill, recyclable garden and household waste. If you have any questions about the waste collection service, please contact the Council's Customer Services team.

The Council also operates a service for collection and disposal of bulky items. You should not leave bulky items in communal areas. For further details about this service contact the Council's Customer Service team. A fee may be charged for bulk waste collection.

Alternatively you can take your items to your local Household Waste Recycling Centre. Details of local facilities are provided on page 51.

If you discover any fly-tipped waste, do not touch it as it may contain syringes, broken glass, toxic chemicals or other hazardous substances. Instead, try to determine what it consists of and how much of it there actually is. Also take note of its exact location, including whether it is near water.

If you see someone fly-tipping, make note of the time and date that it happened, descriptions of the people who were doing it, where it took place and what was actually dumped.

To report a case of fly-tipping, please contact the Council's Customer Service team.

### **Rats, mice and other pests**

If you have rats, mice, fleas, cockroaches or any other type of household pest in your home, please contact the Council's Customer Services team for further information on pest control services. A fee may be charged for these services.

### **Condensation**

Condensation can cause damage to walls, windows and general decorations of your home and occurs when moist air meets a cold surface, such as windows and walls. It is often caused by poor ventilation when cooking, washing, taking hot baths and drying clothes indoors.

To limit condensation, try to make sure:

- There is enough constant heat in your home, so there are no cold surfaces for moisture to settle on;
- There is some ventilation in each room by opening windows or by turning on extractor fans where fitted. When cooking, put lids on saucepans, close the kitchen door and open a window or turn on the extractor fan;
- You reduce the amount of water in the air by drying clothes outside if possible. If it has to be done indoors, keep a window open and vent any tumble driers to the outside;
- When running a bath, run the cold water before the hot to reduce the amount of steam, and keep the bathroom door closed. Afterwards, keep the window open and leave extractor fans running until walls and windows are dry. Don't let the moisture escape into other rooms;
- Avoid using paraffin and liquid gas heaters that give out water vapour as they burn and make condensation worse. Paraffin heaters can also be dangerous.

### **General rights of entry**

You must allow staff employed by the Council and its contractors to enter the flat to examine the state and condition of it, following reasonable prior written notice from the Council. This is usually three days.

## Section 5 – Service Charges

### Why do I have to pay service charges?

When you bought your lease, you signed a document agreeing to be responsible for the payment of your share of the costs of maintaining and managing the building. These costs are shared with your landlord and other leaseholders. This is a legal duty set out in your lease.

### How costs are spent

As your landlord, the Council has a legal responsibility to maintain the building. If we did not do this, the building would deteriorate. All contracts issued by the Council are subject to competitive tendering regulations to make sure that the contractors we use give value for money. The costs are shared among all the flats in the block using a percentage rate share. For example, if there are four flats in your block, you pay 25% of the costs associated with your block. The rent paid by our tenants includes an element to cover the cost of repairs to their homes.

We will always be fair about service charges. We will explain how they are calculated, and you can query any charges. As a leaseholder, you are also responsible for paying ground rent, currently £10 per year, along with your Council Tax, water and sewerage charges and your own home contents insurance.

### How your charges are calculated

Your service charges are made up of the following costs and should be paid quarterly in advance:

- Ground rent, currently set at £10 per year under the Housing Act 1985, and billed annually for the period 1 April to 31 March;
- Day to day minor repairs and maintenance of the block of flats;
- Window cleaning, electricity and heating costs for communal areas;

- Grounds maintenance for shared garden areas and other communal areas around your block;
- Management charge (our costs in managing leasehold flats);
- Buildings insurance;
- Door entry maintenance, where applicable.

These costs will be shown on your service charges invoice. If you do not pay your share of the costs, you are in breach of your lease agreement. This could lead to the Council taking you to a leasehold tribunal and then to the courts to have your lease forfeited. In these circumstances, you could lose your home.

### **Different ways to receive your bill**

Around March each year, we will send you an estimated bill for service charges for the new financial year. These charges will normally cover all or most of what we expect to charge you throughout the year. However, actual costs may differ slightly. You will also receive an annual statement that shows the costs you have actually paid throughout the whole year. This is produced within six months of the end of each financial year (March 31). If the amount you paid as outlined in the estimate is greater than the final account, you will receive a refund. However, if the actual charges for the year turn out to be higher than what were estimated, you may receive a bill with additional charges with the statement.

### **18 month rule**

The Council must send you a demand within 18 months of incurring costs.

### **Rights to further information**

A leaseholder has the right to inspect documents relating to their service charges and can inspect the relevant accounts, within six months of receiving the service charge summary. The Council must arrange this within one month of a leaseholders' request.

## Paying your bill

You need to pay your invoice within 30 days, or by the dates detailed in your lease. If you are unable to do this, you should contact the Council's Neighbourhood Services team, to make alternative arrangements.

The Council offers a wide range of payment methods:

- **Online** - visit [www.n-kesteven.gov.uk](http://www.n-kesteven.gov.uk) and go to online payments;
- **Direct Debit** - contact the Council's Neighbourhood Services team for forms and further information;
- **24 hour automated telephone payment system** - by credit or debit card - telephone 01529 308180. This method is secure, and easy to use;
- **By cheque, debit or credit card** - by visiting the Council offices in Sleaford or at Info-links North Hykeham. See back of handbook for the full address and contact details;
- **Standing order** - from your bank;
- **At the Post Office** - the standard Post Office counter fee will be charged at all Post Offices;
- **At Payzone outlets** - contact the Council's Neighbourhood Services team to request a plastic payment card.

## The first five years

If you buy a council flat as a secure tenant under the Right to Buy scheme, we have to tell you how much your service charges are likely to be in the first five years. We do this by estimating work and repairs to your block during this time, and how much they may cost.

Once we have estimated the cost of your major works for the first five years and have notified you of this, we cannot charge you more than the amount shown for these jobs, plus inflation. These costs will be shown on the itemised works sheet that is attached to your offer to purchase.

For example, if your itemised works summary does not show external decorating and the Council decides to paint the outside of your block of flats two years after your purchase, we would not be able to charge you for the works. If we over-estimate any costs on the summary, we will only charge you what the works actually cost.

After the first five years, you then have to pay your share of the actual cost of any works and repairs. The five-year protection period applies to repairs and improvements from the date the first buyer purchases the lease. If you sell the lease within this time the next buyer is entitled to the remainder of the five-year protection period. There is no new five-year period each time the lease is sold on.

### **Your right to be consulted**

Under Section 20 of the Landlord and Tenant Act 1985, you have a right to be consulted about major repairs to your block. 'Major repairs' means any work to be carried out on your block that is expected to cost more than £250 for any property in the block. However, under the Common hold and Leasehold Reform Act 2002, a further stage in the consultation has now been introduced. If we expect a job to cost any leaseholder more than £250, in most cases we must now:

- Consult you before contracts are awarded;
- Give details of the work to be done;
- Give reasons for doing the work;
- Give you the opportunity to nominate, within 30 days, a contractor who you think could and would be interested in doing the work.

Following this initial consultation stage, tenders will be required from contractors, including any nominated by you, to carry out the work, and all estimates received will be considered. We will then be in a position to send you a Section 20 Notice for the work.

This notice will:

- Provide you with a full description of the work required;
- Give you at least two cost estimates from different contractors, one of which is independent of the council;
- Tell you who to send your comments to about both the proposed works and estimated costs; and
- Give you at least one month to give us your comments.

The Council will then consider all comments made.

We may also put up a notice in the entrance of your block. This will include the name and telephone number of the council officer you can speak to about the job.

These rules do not apply if we have to start work urgently in response to a genuine emergency, such as gale damage to the roof. Your views are important to us so please tell us if you feel we have not consulted you properly about major works.

### **Charging for major works**

When major works are carried out, there are time limits that the Council must follow when:

- Charging for the work;
- Sending a Section 20B notice to say costs have been incurred and the right to charge at a later date is reserved.

Charges for major works are invoiced as a separate item, and are not included in your annual service charge bill.

### **If you have difficulty paying your service charges or major works invoice**

If you cannot pay your service charge bill straight away, do not ignore the problem - it will not go away, and you could end up losing your home if you make no attempt to pay.

Firstly, check if you are entitled to any benefits. Leaseholders cannot get Housing Benefit, but you may be entitled to Council Tax Benefit and, in some cases, other income related benefits.

For further details contact the Council's Customer Services Team. You can also contact the Council's Money Advice Service or the Citizens Advice Bureau for further assistance.

There are also ways in which we can help you spread the cost of a large bill:

- You can ask to pay by monthly instalments. This will allow you to spread the cost over 12 monthly payments;
- If you cannot afford to spread the cost over one year, you can ask for a loan that will spread the cost over several years.

A loan is a good way of dealing with a bill that is unusually large, such as window replacement or refurbishment of your block.

There are three main ways you can obtain a loan to cover all, or part, of your service charges:

- Personal loan (ask your bank or building society for details);
- Secured loan from your mortgage lender;
- Secured service charge loan from us.

A secured loan is a loan 'secured' against your property, like a mortgage. It means that the lender has a right to recover the loan from the value of your property - by selling it if necessary - if you do not make the proper repayments.

**Please be aware** - you could lose your home if you do not keep up the repayments on a secured loan.

## Service charge loans you can get from the Council

Loans under the Housing (Service Charge Loans) Regulations 1992. To qualify for a loan, the following conditions must be met:

- You bought your property through the Right to Buy scheme;
- Your lease was purchased less than ten years before the date of the invoiced charges;
- The loan must be for a minimum of £954\*;
- The charges in the accounting period must total more than £2,863\*;
- The maximum amount you may borrow under these provisions is currently £38,171\*

\* The figures given vary and are revised each year. The figures given above refer to the 2016/17 accounting period.

The period over which repayment is made must not exceed:

- Loans less than £1,500 – three years
- Loans of amounts between £1,500 and £4,999.99 – five years
- Loans of greater than £5,000 – ten years

Please note: The loan amount will be secured by a charge on your property. Administration costs of up to a maximum of £130 may also be charged – you can pay these immediately, or add them to the loan. Interest will also be charged on the loan.

To claim your right to a loan you must apply, in writing to the Neighbourhood Services team, within six weeks of the date of your invoice.

## What if I don't agree with my charges?

We will always try to calculate your charges properly and fairly, but if you think we have miscalculated or charged you for something you haven't had, please contact the Council's Neighbourhood Services team. We will recheck your account details and let you know what we find out.

If you are still unhappy please write to the Council's Neighbourhood Services team, and explain your reasons - be clear exactly what you are disputing and why. Your case will be investigated fully and a response sent to you, usually within 28 days.

If you still think you are being charged unfairly, you will be able to apply to an independent Leasehold Valuation Tribunal.

The Leasehold Valuation Tribunal came into effect in April 1997. Either the leaseholder or the landlord can apply to the Tribunal to settle a dispute over charges. The Tribunal will decide whether the:

- Cost of the services we are charging for is reasonable;
- Work being charged for is of a reasonable standard;
- Amount we are asking for in advance is reasonable.

You cannot appeal to a Tribunal if:

- A Court or Tribunal has already made a judgement about your charges;
- You have previously agreed that the charges are correct.

The Tribunal may decide:

- You must pay all of the charges;
- We must reduce our charges to you;
- The charge is not payable.

Once the Tribunal has made a decision, both the Council and leaseholder are bound to accept it. There is a right of appeal to the Land Tribunal against the decision - but this must be approved by the Leasehold Valuation Tribunal or Land Tribunal.

The Tribunal can charge up to £500 to hear your case. It may decide to charge you costs, or it may decide to charge costs against us. The Tribunal is more likely to charge you if it thinks your claim is not justified.

If you want your service charges to be considered by a Leasehold Valuation Tribunal, let us know and we will provide you with the details.

### **What happens if I don't pay my charges?**

Your lease is a legal contract between you and the Council. It requires you to pay all reasonable charges incurred by the Council in managing and maintaining your block. If you refuse to pay your charges, you are in breach of contract, and we can start proceedings to have your lease forfeited.

If you have a loan from a bank or building society, we would tell them before we start legal action. As they have a legal interest in the property, they could decide to pay the bill and then take their own legal action against you.

If you have problems paying your charges, we will always try to help by agreeing payment plans.

If it becomes clear that you are making no effort to pay your charges, we can:

- Apply to a Leasehold Valuation Tribunal for a determination that your charges are fair; and then
- Apply to the court for your lease to be forfeited, and your home repossessed.

## Having your say

We want you to have a say in how Housing Services are delivered. You can do this by:

- Completing your satisfaction survey;
- Becoming a Tenant/Leaseholder Representative for your local area; or
- Becoming a member of the Tenant Panel.

By working together we can share ideas and make better decisions about the housing service. As an area representative you can be involved in discussions with your neighbours about services that affect your area.

### Tenant Representative activities

The Council holds regular meetings with Tenant Representatives. They give tenants the chance to have their say, and also get actively involved in how they would like services to be delivered and improved.

Leaseholders are welcome, and we are always pleased to see new faces. It could be that a problem you thought only affected you is brought up, and through discussion, it is possible a joint approach can be found in dealing with it.

If you would like to be involved, please contact a member of the Council's Customer Engagement Team.

### How to make a complaint

We aim to give the best service possible to our customers. It helps if we know we are doing things well or if you feel we are doing something wrong.

If you feel we have done or are doing something wrong, you may wish to make a complaint.

The complaints procedure is not an appeal system to question Council decisions. It is our way of sorting out your dissatisfaction with the services we have or should have provided.

If you wish to make a complaint, there are several ways to do this. These are:

- Emailing [complaints@n-kesteven.gov.uk](mailto:complaints@n-kesteven.gov.uk);
- Complete the complaints form on the internet at [www.n-kesteven.gov.uk](http://www.n-kesteven.gov.uk);
- In writing to the Council's Complaints Officer;
- Completing the complaints form which is available from any of our offices;
- Telephoning the Council's Customer Services team.

We will post an acknowledgement to your complaint within four working days of receipt, and refer the matter to the relevant department. We then aim to respond fully to you within 15 working days. We take all complaints seriously and try to put right anything that has gone wrong.

### **Unhappy with our response?**

If you feel our response to your complaint is not satisfactory you can ask for a review.

We will always try to sort things out to your satisfaction but if you remain unhappy we will refer you to the Local Government Ombudsman. They will usually only consider a complaint after it has been through the Council's complaint procedure.

You can also contact the Leasehold Valuation Tribunal. For more information, you can request a booklet called 'Leasehold Valuation Tribunals – Guidance on Procedure' from the Leasehold Valuation Tribunal. See page 51 for their full address and contact details.

## **Compliments and suggestions**

If you are particularly pleased with the way a member of staff has dealt with you, please let us know. All compliments are passed on to the relevant person, and it also helps us to know what we do right. Or, if you have a comment on our services, or a suggestion on how we can improve our services, please let us know.

## Useful Contact Details

### Leaseholder Services

#### Leasehold Advisory Service

31 Worship Street, London, EC2A 2DX

Tel: 020 7374 5380

Fax: 020 7374 5373

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

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

### Leasehold Valuation Tribunal Service

#### Residential Property Tribunal Service

First Floor, 5 New York Street, Manchester, M1 4JB

Tel: 0845 100 2614

Fax: 0161 237 3656 or 0161 237 9491

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

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

### Citizens Advice Centres

#### Sleaford & District CAB

Advice Centre, Money's Yard, Carre Street, Sleaford, NG34 7TW

Tel: 0344 4111444

Email: [manager@sleafordcab.cabnet.org.uk](mailto:manager@sleafordcab.cabnet.org.uk)

Web: [www.sleafordcab.org.uk](http://www.sleafordcab.org.uk)

#### Lincoln & District CAB

Beaumont Lodge, Beaumont Fee, Lincoln. LN1 1UL

Tel: 0344 4111444

Web: [www.adviceguides.org.uk](http://www.adviceguides.org.uk)

## Household Waste Centres

All sites are run by Lincolnshire County Council.

<b>Lincoln</b>	<b>Great Northern Terrace</b>	<b>9-4pm 7 days a week</b>
<b>Sleaford</b>	<b>Pride Parkway</b>	<b>9-4pm Fri-Mon</b>
<b>Email:</b>	<b>waste@n-kesteven.gov.uk</b>	

## Council main offices

### North Kesteven District Council

District Council Offices, Kesteven Street, Sleaford, NG34 7EF

Tel: 01529 414155

Fax: 01529 413956

Minicom: 01529 308088

Email: [customer\\_services@n-kesteven.gov.uk](mailto:customer_services@n-kesteven.gov.uk)

Website: [www.n-kesteven.gov.uk](http://www.n-kesteven.gov.uk)

### Info-Links office - North Hykeham

You can access all the services you would at the main Council Offices including;

- Paying Council tax, NDR and other charges;
- Getting information about all services provided by the district, county and local Councils.

### North Hykeham Info-Links

One NK, Moor Lane, North Hykeham, Lincoln, LN6 9AX

Tel: 01529 414155

Email: [customer\\_services@n-kesteven.gov.uk](mailto:customer_services@n-kesteven.gov.uk)

## **Community Access Points**

You can do the following at any of the Community Access Points listed below:

- View local planning applications
- Have help with benefit forms
- Collect concessionary bus tickets
- Report council house faults/repairs
- Arrange collection of large items of rubbish
- Report pest control
- Pick up local tourism information
- Report any parish matters

### **Billingham Parish Office**

Ringmoor House, Ringmoor Close, Billingham, Lincoln LN4 4EX

Tel: 01526 861845

Email: [billingham@n-kesteven.gov.uk](mailto:billingham@n-kesteven.gov.uk)

### **Heckington Parish Office**

St Andrews Street, Heckington, Sleaford NG34 9RE

Tel: 01529 460174

Email: [heckington@n-kesteven.gov.uk](mailto:heckington@n-kesteven.gov.uk)

### **Metheringham Parish Office**

15a High Street, Metheringham, Lincoln LN4 3DX

Tel: 01526 323100

Email: [parishclerk@metheringham-pc.gov.uk](mailto:parishclerk@metheringham-pc.gov.uk)

### **Navenby Village Office**

The Venue, Grantham Road, Navenby, Lincoln LN5 0EN

Tel: 01522 811132

Email: [navenby@n-kesteven.gov.uk](mailto:navenby@n-kesteven.gov.uk)

### **Skellingthorpe Village Office**

Lincoln Road, Skellingthorpe, Lincoln LN6 5UT

Tel: 01522 683061

Email: [skellingthorpe@n-kesteven.gov.uk](mailto:skellingthorpe@n-kesteven.gov.uk)

**The Witham Office**

Bassingham Parish Office, Hammond Hall, Lincoln Road,  
Bassingham, Lincoln LN5 9HQ

Tel: 01522 789758

Email: [basspc@btconnect.com](mailto:basspc@btconnect.com)

**Waddington Parish Council**

High Street, Waddington, Lincoln LN5 9RF

Tel: 01522 722793

Email: [waddington@n-kesteven.gov.uk](mailto:waddington@n-kesteven.gov.uk)

**Washingborough Civic Office**

Fen Road, Washingborough, Lincoln LN4 1AB

Tel: 01522 790109

Email: [washingborough@n-kesteven.gov.uk](mailto:washingborough@n-kesteven.gov.uk)

17032B-JA1

