



Leaseholder Handbook

If you would like this Leaseholder's Handbook in another language, large print, CD or Braille, please visit our offices or ring 01256 302307.

Türkçe (Turkish)

Kiracının El Kitabı'nı başka bir dilde, büyük baskı, CD veya kör alfabeti olarak isterseniz, lütfen ofislerimizi ziyaret edin veya 01256 302307 numaralı telefonu arayınız.

Polski (Polish)

Jeżeli chcą Państwo otrzymać niniejszą Instrukcję Najemcy w innym języku, w większym wydruku, na płycie CD lub w alfabecie Braille'a, prosimy o telefon pod numer 01256 302307.

اردو (Urdu)

ہینڈ بک (Lease Holder's Handbook) کی کسی اور زبان میں،
اگر آپ کو اس لیز ہولڈرس
بڑے پرنٹ میں، سی ڈی پر یا بریل میں ضرورت ہو تو ہمارے دفتر تشریف لائیں یا
01256- 302307 پر فون کریں۔

বাংলা (Bengali)

অন্য কোনও ভাষায় আপনি যদি এই লীজহোল্ডার্স হ্যান্ডবুকটির অনুবাদ পেতে চান অথবা বড়হরফে, সিডিতে বা ব্রেইলে তা পেতে চান তাহলে দয়া করে আমাদের অফিসে আসবেন বা 01256 302307 নাম্বারে টেলিফোন করবেন।



Language Line
services

Leaseholder Handbook

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Welcome to Kingfisher Housing Association

Kingfisher Housing Association Limited was formed in 1995 to provide good quality homes at an affordable rent to those in housing need.

In January 2006, Kingfisher became part of the Group Structure Partnership called Wessex Housing Partnership (WHP) with new partners HVHS Housing Group. Together the partners in WHP now own and manage over 6,500 properties throughout Hampshire, Wiltshire and Berkshire. Please note that your landlord remains Kingfisher Housing Association.

Kingfisher's policies are agreed by a Board, which comprises residents, local Councillors and other local professional and business people. The Association is staffed by a range of professionals from a variety of backgrounds and a number have worked for local authorities and other housing associations.

The Association is a charitable non-profit making Industrial and Provident Society. We are also registered with the Housing Corporation, a government body which regulates the work of registered associations. We are bound by the Housing Corporation's "Leaseholders Guarantee" which sets out guidelines on the terms of your lease, the way in which your rent is set and standards of service on repairs and maintenance,

consultation, information, and equality of treatment which you can expect. The Association is also a member of the National Housing Federation. We are committed to maintaining a high level of service, improving and expanding it where possible. We hope that you will enjoy your home and the services we provide. Your lease describes in detail your rights and responsibilities as a leaseholder and those of the Association, as your landlord. You should read it carefully so that you understand what these are.

In addition to this Handbook, we provide more detailed information on some subjects in the form of leaflets. We refer to them on page 7 of this Handbook, but if you would like to have copies of the leaflets please contact Customer Services on 01256 464114.

If you have any further questions or need any further information, please contact us at the address given on page 4.

If you require this Handbook in a different language or in a tape, CD or Braille format, please contact us on 01256 464114.

Useful Information

Our address:

Kingfisher Housing Association Limited
Chailey Court
25 – 27 Winchester Road, Basingstoke,
Hampshire, RG21 8UE
Telephone: 01256 302302
Fax: 01256 357375
Email: kha@kha.org.uk
Website: www.kha.org.uk

**Customer Services and
Out of Hours emergency:**

Telephone: 01256 464114

Citizens Advice Bureau:

Central Library, Town Centre,
Basingstoke, RG21 1LS
Telephone: 01256 322814

If you don't live in Basingstoke you can find your local CAB in the phonebook or by visiting the website: www.adviceguide.org.uk and clicking on "Find your local CAB". Alternatively, you can ring Kingfisher or Basingstoke CAB who will provide you with the contact details.

Department of Social Security:

Benefits Agency, Crown Building,
Winchester Road,
Basingstoke, RG21 1ES
Telephone: 01256 726400

The Housing Corporation:

Leon House, High Street,
Croydon, Surrey, CR9 1UH
Telephone: 020 8253 1400

**The Independent Housing
Ombudsman Service:**

Norman House, 105 – 109 Strand
London, WC2R 0AA
Telephone: 020 7836 3630

Basingstoke Voluntary Service:

The Orchard, White Hart Lane,
Basingstoke, RG21 4AF
Telephone: 01256 423800

Kingfisher's Board:

Kingfisher is governed by a Board made up of residents, local authority nominees, and local professional people known as independent members.

For a list of Board Members please contact the Association on 01256 302375

The Residents' Federation:

The Residents' Federation is the main representative body for the residents with the Association, promoting discussion between residents and the Association.

Residents' Federation members represent the geographical areas in which they live. For a list of members please contact the Resident Involvement Officer on 01256 302378.

DISCLAIMER

The information contained in this handbook, including any references to the law, is for guidance only. If you have any questions or problems with your property or your lease, you should not rely on your handbook. We recommend that you seek independent legal advice.

Service Charge Officer

The Service Charge Officer deals with service charge queries, and consents for alterations/adaptations and is your first point of contact for any comments or queries regarding the services being charged for.

Should you wish to talk to the Service Charge Officer please call 01256 302316.

Housing Management Officer

Housing Management Officers deal with estate management matters (e.g. abandoned vehicles) and building links with Residents' Federation Members.

Should you wish to talk to your Housing Management Officer please call Customer Services on 01256 464114.

Maintenance Surveyors

Maintenance Surveyors deal with all aspects of repairs by inspecting repairs carried out by our contractors and raising repairs orders where necessary.

If you would like a repair raised, please ring our Customers Services Team on 01256 464114.

Customer Services Team

The Customer Services Team, are a team of fully trained staff who can answer a whole range of enquiries, from raising a repair order to dealing with rent payment queries.

To talk to a member of the Customer Services Team, please ring them direct on 01256 464114.

Garages for Rent

The Association has 3,200 garages for rent throughout our areas of operation. Rents are competitive, please contact us for further information. If you would like to rent a garage please call the Association's Garage and Contracts Co-ordinator on 01256 302338.

List of Information Leaflets

If you are interested in obtaining any of the leaflets below please ring the Customer Service Team on 01256 464114 to obtain copies or go to www.kha.org.uk

About Your Rent and Other Charges
Access to Information
Annual Gas Servicing
Anti-social Behaviour
Car & Vehicle Parking
Direct Debit Leaflet
General Services
How to Make a Complaint

How to Pay Your Rent by Direct Debit
How to Rent a Garage
Kitchen & Bathroom Modernisations
Mutual Exchange with Kingfisher
Service Charge Arrears
Repairs & Improvements Policy & Practice
Seeking a Home with Kingfisher
Sheltered Housing & Emergency Alarm System
Special Services for Tenants
Resident Involvement
What is Kingfisher Housing Association
Your Post Office Payment Card
Your Sheltered Service Charge Explained

Our Service To You

Customer Care

Our aim is to provide you with an efficient, caring and courteous service. Listed below are the procedures that we have adopted to meet these aims and we welcome your views and comments on how to improve our service to you.

Repairs – customer satisfaction cards

If you request a repair you will receive a card showing:

- Priority given to work
- Contractors name

Or you will be notified that an inspection is first necessary and will be given the name of the Maintenance Surveyor.

The card also gives you the opportunity to tell us how satisfied you were with the work. Please complete and return it after work is finished, as it will help us to monitor the work of our contractors and improve the service.

See page opposite for Repairs Priorities

Consultation and Improvement

We are committed to full and open consultation with you and all users of the services we provide.

We publish a regular newsletter, which will be sent to you, and we would welcome contributions from you. We will consult you individually on any matter, which affects you personally.

If you and your neighbours are affected by a scheme or repair, modernisation or environmental improvement then we may hold consultation meetings with you to discuss the proposals.

The Residents' Federation

A Federation of Residents representing all residents of the Association has been formed and currently has around 10 members. The Federation provides an opportunity for resident representatives to air their views, discuss housing policy matters and work towards improving the standards of housing management and maintenance by the Association.

The Federation hold their Annual General Meeting once a year. Meetings are open to all residents and participation is encouraged. Housing Association Officers also attend Federation meetings

GENERAL REPAIRS PRIORITIES

Priority	Target times within	Examples of Work
Priority 0	Out of hours emergency	Faults which would result in danger to life or health or serious damage or destruction to property.
Priority 1	24 hours	Burst pipes (making safe only), blocked drains, complete power failures.
Priority 2	5 working days	Minor leaks, minor repairs to roofs, doors and windows.
Priority 3	20 working days	Routine gas, electrical, plumbing, carpentry, brickwork and glazing repairs.
Priority 4	Programmed works	Non-urgent repairs or programmed works.

GAS CENTRAL HEATING REPAIR PRIORITIES

Priority	Target times within	Examples of Work
Priority 0/1	Emergency – within 1 hour of callout	Gas Leaks – smell of fumes
	Out of hours or on day of callout	No heat or hot water where occupants are:
		- OAP's
		- Disabled
		- Medical reasons
		- Have children under 5 years of age
	Within 24 hours	No heat or hot water or water leaks
Priority 2	Within 5 working days	Routine day-to-day maintenance eg. Noisy heating, faulty clocks etc
Priority 3	Within 20 working days	Routine day to day maintenance eg. Alterations to system
Priority 4	Programmed works	Non-urgent repairs

to answer questions from members. Any resident interested in finding out more about their work should contact the Residents' Federation Chairman by writing to Kingfisher Residents' Federation, PO Box 6701, Basingstoke, RG24 4EZ or the Resident Involvement Officers at Chailey Court on 01256 302378.

Local Area Residents' Groups

The Association and the Residents' Federation work together to form local groups to raise the Association's awareness of local issues. These groups work with the Association and other statutory and voluntary organisations to improve their local environment.

Groups are based around sheltered schemes, estates and villages and we are always keen to increase their numbers where residents wish to become involved. If you would like to join a group or start one in your area, please contact the Chairman of the Residents' Federation or the Resident Involvement Officers at Chailey Court on 01256 302378.

Access to Personal Information

Under the Data Protection Act you have the right (with some exceptions) to check details about yourself held on our database. Within reason, the Association

will allow you to see other personal information held about you except, for example, letters or references from doctors or social workers.

If for any reason you wish to see such information please contact our Customer Services Team.

Equality and Diversity

We recognise that various groups in society can be subject to discrimination on a range of grounds including race, ethnic or national origin, sexual orientation, marital status, age, religion, mental and physical disability.

As a social housing landlord, and as an employer, Kingfisher Housing Association is committed to providing equal treatment to all in the letting and ongoing management of its housing accommodation, and in the employment of staff, consultants and contractors. The Association will abide by and implement, as far as practicable, the provision of the Race Equality Code of Practice for Housing Associations and any other related legislation and codes of practice. The Association will take all possible steps to ensure that its policies and procedures do not involve direct or indirect discrimination.

Complaints Procedure

If you are unhappy with any service provided by Kingfisher, please let us know. You may make a complaint in writing, by telephone 01256 464114, by email to kha@kha.org.uk or in person at our offices.

You may also ask someone such as a friend or relative, to contact us on your behalf. Our aim is to respond to your complaint within 10 working days, but we may contact you sooner to ask for more information or to arrange a meeting to discuss the problem.

If you are still unhappy after you have received our first response, we will advise you how to take your complaint further.

For more information, please ask for a copy of our leaflet "How to make a Complaint".

Claiming on the Association's Building Insurance

You should telephone the Finance Section on 01256 302504 and an officer will explain the claims procedure to you. A form will be sent to you, but do not carry out any work yourself unless the case is an emergency and the Association is not contactable.

The Association's insurance policy covers Buildings only. It does not cover contents. You are strongly advised to arrange a contents policy to cover you against theft or damage of your household contents.

Buying the Freehold

Many leaseholders ask if they can purchase the freehold of their flat. It is not possible to buy the freehold of your individual flat but it may be possible to buy the block it is situated in. However the procedure is long and complicated and would involve other leaseholders and there are complicated legal tests to be satisfied, such as the numbers of sold flats in your block.

You should take advice from a solicitor to see if you have a right to purchase the freehold and he/she will explain the procedure to you.

Financial Difficulties

If you have problems paying your mortgage, you should seek advice as soon as possible. The Housing Department at your Local Council may be able to help you or you can contact other agencies such as the Citizens Advice Bureau and your Solicitor, or our Tenancy Support Officer on 01256 302317.

Safety and Security

Each resident is responsible for ensuring the safety and security of their own flat. Practical advice may be sought from Hampshire Police Crime Prevention Unit on 01256 473111. If you have concerns about the security of your block of flats or estate, please contact your Housing Management Officer who will be willing to listen to those concerns and refer you to the relevant party if further help can be given.

Our correspondence service standards:

- ▶ We aim to answer all telephone calls within 15 seconds
- ▶ We aim to deal with all calls in a polite, friendly and professional manner
- ▶ We aim to return your call within 1 working day
- ▶ We will acknowledge receipt of correspondence within 1 working day
- ▶ We will respond to all letters, in plain English, within 10 working days
- ▶ We aim to acknowledge your emails within 1 working day and respond fully within 10 working days
- ▶ We aim to keep all office and home appointments, and not keep you waiting longer than 10 minutes after the time of your appointment.

Your Lease

Generally

The lease is our agreement with you. The lease is for a period of 125 years. The date from which this period runs varies from lease to lease.

The lease outlines our responsibilities and obligations to you. It also sets out your rights obligations and liabilities.

If you do not understand any aspect of the lease please telephone the Legal Section on 01256 844506 who will be pleased to help you. You can also refer to you own solicitors or the local Citizens Advice Bureau for assistance.

The Terms of the Lease

You will see below a general explanation of the rights and obligations contained in most of the Association's Leases. It is important to note however that each lease is individually agreed and the explanations below cover most points in most leases but do not take into account individual variations.

The Terms

The Ground Rent

Your Ground Rent is £10 per year and is a rental paid to the Association. The full amount is due on the 1st April in advance each year, and is shown on your Service Charge bill in April as a separate item

The Demised Premises

This is a legal term to describe your flat. The lease carefully defines in detail the extent of your property including gardens, sheds, etc.

Your Responsibilities and Obligations

You are required:

1. To pay the rent and the Service Charge on time.
2. To pay for all services exclusively used by your flat such as gas, electricity and telephone.
3. To repair, maintain, decorate and cleanse your flat. This includes: Interior walls and doors, wall coverings, window glass, service pipes, cables and wires in your flat and used only by you, fittings such as baths, sinks, electrical points.

4. To use the flat only as a private residence for you and your family. You cannot use the flat for a business. Doing so will not only breach the lease, but may also break planning regulations.
5. To keep your garden well cultivated.
6. Not to do anything which causes nuisance, annoyance, disturbance or inconvenience to the Association or neighbours.
7. Not to alter your flat structurally or extend it in any way without the Association's written permission. If you wish to install new windows for example it is necessary to write to the Service Charge Officer with full details of the proposed windows. The details will be referred to a Maintenance Officer who will assess the proposed windows. You will then receive a written response. Conditions may be attached to any consent. For example a competent contractor must carry out works. If you do not obtain our consent you will experience problems in selling your flat later.
8. You should observe the following regulations:
 - a) You cannot stick notices to any part of your flat or advertise a business or trade or use your flat as an address for business circulars or announcements.
 - b) You cannot hold a sale or auction at your flat.
 - c) You cannot keep an animal at your flat without the Association's consent.
 - d) You require the Association's consent to put a window box on a balcony or windowsill.
 - e) You should not throw or allow others to throw rubbish out of your flat.
 - f) You cannot hang washing or items such as carpets from your flat or any part of the Building. You need the Association's consent to put up items such as aials and you cannot interfere with any existing system in the Building.
 - g) You cannot carry any dangerous materials such as gas in any lifts, nor can you use the flat to store any such materials.
 - h) Children should not play in the Building i.e. the communal areas.
 - i) Items such as bicycles or prams should not be left in any part of the Building.
 - j) Service roads, pathways, passageways or communal areas should not be obstructed.
 - k) You should provide a dustbin for rubbish collection, which should be put out on the day of collection and removed when empty.
 - l) You should make sure all fire escapes are clear.
 - m) You are responsible for any damage done to the Building by you, your relatives, visitors or workmen.

Get an Annual Service

As part of a Leaseholders responsibilities please ensure that you have your gas boiler and appliances tested and serviced annually, this is not only for your own safety but also your neighbours.

It could save your life!!

NOTE The Association can make new regulations. You will be consulted before any new regulations are proposed, and your views will be taken into account.

You should also note that the above list covers the normal obligations and regulations in Association Leases.

Your own lease may not include all these items and indeed contain extra items. Therefore, it is always best to check your own lease carefully.

The Association's Responsibilities and Obligations

The Association is required to

1. Repair, maintain, redecorate, repaint and renew the following:
 - a) The Building – this means the building of which your flat is part. Items of repair may include the roof, brickwork and hallways, stairs etc. It does not include anything, which is your responsibility.
 - b) Equipment supplying services to common parts. This includes items such as light fittings. This will also include pipes and wires used to supply common services and repairs to gas and electricity meter cupboards.
 - c) Entrance halls, passages, landings, staircases, stair rails and windows in common parts.
 - d) Refuse chutes and bin areas.

- e) Lifts or hoists where applicable.
 - f) Fire extinguishers or other equipment such as fire blankets and alarms. This may even include first aid equipment.
 - g) Any storage areas used in common with others.
 - h) Cleaning of communal windows.
 - i) Keeping in repair any aerial used in common with others.
 - j) Communal ground maintenance.
2. To insure the Building. The insurance must be with a reputable company and cover normal risks such as fire and flooding. Any monies recovered on an insurance claim must be used to reinstate the Building. NB: this policy does not cover your contents.
 3. To pay any costs involved in the management of the Building. This is currently set at 15% of your charge each year and is allowable under the terms of the lease.

The Association can:

1. Discontinue any services, which are impracticable to continue, or are obsolete, unnecessary or too costly.
2. Provide new services if necessary or if occupiers require the service.
3. Can modernise and replace plant and fixtures and fittings in the Building.

It is important to note that whilst the Association has the obligation to carry out these responsibilities, the cost is

borne by you through your lease by payment of your service charge. What is the Service Charge? Please read the next section, which covers this in detail.

Service Charges

Your Service Charge is the money you pay towards the day-to-day running costs of your block of flats as well as your share of any major repairs. The charge represents your share of the expenses for the maintenance, repair and management of the building. The lease covers in details our rights and obligations to you and yours to us. It includes detailed provisions regarding the Service Charge. When you receive a demand for Service Charges you will receive a copy of the prescribed form L&T204/1 titled "Service Charges – Summary of Tenants' Rights and Obligations"

What is the Service Charge?

In table A & B you will see that the Association has obligations to carry out certain tasks such as repairing the Building. The Service Charge is your proportion of these costs.

How is this calculated?

The Association apportions the Service Charge costs for each block on an equal basis between all the flats in the block, as follows:

$$\begin{aligned} & \text{Total costs for Block} \\ & \text{Number of flats in Block} \\ & = \text{Service Charge for flat} \end{aligned}$$

For example:

If the costs for works + services are £5000 and there are 6 flats in the block, then the charge is:

$$\begin{aligned} & \underline{\pounds 5000} \\ & 6 \\ & = \pounds 833.33 \end{aligned}$$

This method of calculation may be different to the method shown in your lease. The lease allows the Association to change the method of service charge calculation. The Association therefore consulted all leaseholders on the proposals to change to the new method, and this was introduced from April 1998.

What is the 5-year estimate?

If you are the original purchaser of the flat you should have received a document called a "Section 125" notice. It is a requirement of Right to Buy Sales that purchasers of leasehold properties are given an estimate of works and services over a 5-year period. The Association cannot charge you more than the amounts shown in the notice. The notice will contain a date on which the estimate expires.

Please note The notice does not require the Association to carry out the works, it merely gives a total of costs over 5 years, which cannot be exceeded.

The Association can increase the estimated amount by inflation each year.

If you are not the original purchaser you will not benefit from the 5-year estimate. The notice is personal to the original right to buy purchaser.

What is the procedure for collecting service charges?

The procedure is fairly simple. The financial year runs from the 1st of April each year to the 31st March in the next year.

The lease allows the Association to provide you with an estimate of expenditure on services and repairs in advance.

This estimate will contain an estimate of what the Association expects it will cost to provide you with the services and repairs over the year. This is based on expenditure in previous years.

At the end of the financial year the Association will send you an actual account. This shows the amount that the Association has actually spent in providing services and repairs for your block.

If the Association has spent more than the estimate you will need to pay the Association the shortfall.

Why would actual expenditure be more than the estimate?

Sometimes there are repairs and costs that the Association cannot foresee e.g. a burst water pipe. In these cases the costs are included in your account at the end of the year.

When and how do I pay the Service Charge?

The Service Charge is due on receipt of the invoice for the estimate. You can pay in one lump sum or by standing order over an agreed number of months. Example of a Service Charge Statement on page 25. Example of Service Charge estimate on page 26.

If you would like to make an alternative arrangement please contact the Service Charge Officer on 01256 302316.

Why do I have to pay in advance?

As stated previously the lease provides for payment in advance. The Association pays for services such as electricity when bills are received and pays for repairs upon receipt of a builders invoice. The Association needs income to ensure it can pay its bills.

GUIDE TO REPAIRS – WHO IS RESPONSIBLE?

Table A

Nature of repair	Association Responsibility	Leaseholder Responsibility
Plumbing		
Repairs to mains stopcock		
a) To block/building	*	
b) To flat		*
Burst/Leaking pipes:		
a) Up to and including Mains stopcock	*	
b) Beyond stopcock		*
Water storage tanks:		
a) Communal	*	
b) Serving flat only		*
Repair or replace:		
Bath, basin, sink, taps, WC, and waste pipe traps		*
Clear blockage to main soil stack, rain water pipes and gutters	*	
Carpentry		
Communal windows – all parts	*	
Flat windows – all parts		*
	Depends on	Depends on
	lease	lease
Communal doors – all parts	*	
Flat door – front door		*
Internal front doors		
Repairs to cupboards in and outside flat unless communal		*

GUIDE TO REPAIRS – WHO IS RESPONSIBLE?

Table B

Nature of repair	Association Responsibility	Leaseholder Responsibility
Electrical		
Communal Services Including lighting – repair, external, rewiring, door entry systems	*	
In Flat		
Including fuses, individual fuse board, rewiring, fittings such as sockets and switches, door bells		*
Miscellaneous		
Roof	*	
External walls	*	
Plaster: Communal	*	
Flat interior		*
Decoration: Communal	*	
Flat interior		*
Grounds Maintenance: Communal	*	
Flat Garden		*
Service roads: Not public highways	*	
T.V Aerials: Communal system	*	
Individual		*
Insurance: Buildings	*	
Contents		*

How do I know that the cost of repairs in my Service Charge is fair and reasonable?

The Association by law can only make a reasonable charge. There are only two cases where the Association does not have to consult you by law:

1. Where the cost of each item of maintenance or repair on your building does not exceed £250 (including VAT) per flat in your building. OR
2. Where works are carried out in an emergency e.g. burst pipes.

What does Consultation mean?

1. Notice of Intention – this describes the proposed works the reasons for them and invites written observations. You have 30 days to respond and are invited to give nominations of people who should be asked to give estimates.
2. Second Notice – this gives details of the estimates received and again invites written observations. You have 30 days to respond.
3. Final Notice – this gives reasons for awarding the contract if not a contractor nominated by one of the leaseholders or the lowest estimate.

The Association will consider your observations, you can request more details of the works and can visit the

Association's office to look at the detailed specification.

To do this please contact the Property Services Department on 01256 302380 to arrange an appointment.

What if I am not happy with my Service Charge Account?

In the first instance please write to the Service Charge Officer. The Association will make every effort to deal with your concerns and see if an agreement can be made. If you have a query with regards to any service i.e. cleaning or grounds maintenance, then please do not wait until you receive a statement to do this, as by then it is often too late to try and rectify the problem.

If you are not satisfied you can apply to a Leasehold Valuation Tribunal to determine the charge as reasonable. It may be best for you to seek advice from the Citizens Advice Bureau or your Solicitor to find out about these procedures.

What if I can't afford to pay my Service Charge?

You should contact the Service Charge Officer immediately. The Association will make every effort to help you with your difficulties.

If you do not contact the Association, then there will be no choice but to take action for recovery of the Service Charge. Non-payment is breach of your lease and may result in you losing your home or if you have borrowed by mortgage to purchase your flat, the Association may contact your lender. In any event the Association is obliged to contact your lender before commencing legal proceedings.

What does everything on the estimate and actual statement mean?

On pages 25 and 26 are examples of an account, which explains the various parts of the statements.

What do I do when I sell my Flat?

You do not need permission to sell your flat. Normally a solicitor or licensed conveyancer is instructed to deal with the sale on your behalf.

What does my solicitor need to do?

He will contact the buyer's solicitors and deal with the sale paperwork. When the sale completes he will hand your deeds to the buyers solicitors.

What about service charge and ground rent arrears?

These attach to the property so the Association does not refund any monies. You will be required to discharge in full any outstanding service charges (and ground rent) before you move. Your buyer will become responsible for the service charges and ground rent, so it is important for their solicitor to deal with this problem before completion of the sale. Your solicitor and the buyer's solicitor should do a calculation, which ensures that you have paid the service charges and ground rent to the date of sale. This is called an "apportionment". If the buyer ends up paying any outstanding service charge and ground rent they can still pursue you for them after the sale.

How does the Association know I sold my flat?

The lease requires a formal notice called a "Notice of Assignment" to be served on the Association within 21 days of the sale. If this is not done the Association will assume you still own the flat and will send all invoices to you. The buyer's solicitors should deal with the matter.

What about the discount when I purchased?

If you sell, transfer or sublet the flat or any part of it within 5 years of your Right to Buy you will trigger repayment of the discount.

You and Your Neighbours

Complaints about Noise

If you have a problem with noisy neighbours you should first try talking to them about your complaint. If the nuisance continues there are several things you can do:

- ▶ You can contact the Customer Services or the Tenancy Enforcement Officer who will assist in solving the problem.
- ▶ You can make a complaint to the Environmental Health Division at your local District Council, which, if satisfied that noise nuisance exists, can serve a Notice on the person making the noise. If the nuisance continues, the Council may prosecute the offender in the Magistrates Court, which has the power to impose heavy fines.
- ▶ You can take action yourself under the Environmental Protection Act 1990. You need to register your complaint with the Clerk of the local Magistrates Court. The Magistrates will hear your complaint and if it is felt that a statutory nuisance exists, then he/she can order that the noise be stopped.
- ▶ You can apply to the County Court for an injunction and damages if you can prove that your health, comfort and convenience have been upset. You should seek advice from the Citizens Advice Bureau or a solicitor before taking this step.

Harassment

The Association will take very seriously and thoroughly investigate complaints about a resident or a member of a resident's family who harasses you or your neighbours.

Harassment can include such matters as physical assault, damage to property, graffiti, arson or attempted arson, verbal abuse. In addition, it includes harassing you because of your race, religious beliefs, age, disability, sexual orientation or marital status.

In certain circumstances, if they are a Tenant of the Association, then the Association will seek an order from the court to evict that resident noted.

The Association has a clearly defined policy and set of procedures for dealing with harassment when reported.

A copy of these are available at the Association's offices.

Tenancy Enforcement Officer

The Association employs a Tenancy Enforcement Officer to deal with problems such as anti-social behaviour and nuisance. Please contact the Tenancy Enforcement Officer on 01256 302406.

Running a Business

You must get our permission to run a business from your home or garage. You will also need to obtain advice from the Council to determine whether you would need Planning Permission. Your business must not cause a nuisance to your neighbours.

Keeping Pets

If you wish to keep a pet at your home, you must get written permission from the Service Charges Officer. If permission is granted a letter is issued to the resident containing the basic conditions, which apply for keeping a pet.

Car Parking

Please try to ensure that you park with due consideration for pedestrians, disabled people in wheelchairs, disabled drivers, other drivers and your neighbours.

Vans, caravans, boats, trailers and other large vehicles must not be parked on estate roads, garage areas or grassed/hard surfaced amenity area. You must also ask for permission if you wish to park such vehicles in your garden.

For more information pick up a leaflet "Car and Vehicle Parking" from the Association's offices or on www.kha.org.uk

Renting a Garage

We have 3,200 garages to rent. If you would like to rent a garage, please contact the Garage and Contracts Co-ordinator on 01256 302338.

Car Repairs

Please do not carry out major car repairs on estate roads, garage areas or outside your home. You may carry out minor repairs such as changing the plugs or replacing tyres. Any oil spills must be cleared up and surfaces made safe immediately.

Living in Flats

If you live in a flat you should not:

- ▶ Hang washing from the windows, balcony or any other part of the flat.
- ▶ Place any dangerous or offensive goods or materials in the rubbish chutes, service, store or bin areas; or communal parts of the building. All refuse other than large items should be placed in the dustbins provided. Large items should be placed next to the bins at ground level.
- ▶ Place any obstruction, such as bicycles or boxes in the communal parts of the building.

Insurance

You are strongly recommended to take out contents insurance to cover damage or theft of your household belongings. The Association cannot compensate you unless it is liable under its own insurance policy.

Disposing of Rubbish

In addition to the regular domestic refuse collection service provided by the Council, there are other ways of disposing of rubbish, particularly bulky items such as old furniture, carpets, kitchen appliances, etc.

Collection of larger items can be arranged by contacting your Local Authority. There is often a charge for this service.

You can take your rubbish to one of the disposal sites in the area at:

Wade Road, Basingstoke
Paices Lane, Aldermaston
Shepherds Spring Lane, Andover

We hope you find this Handbook useful. We have attempted to cover all aspects of your Lease but it is not a definitive guide and does not replace your Lease.

If you have any suggestions or comments on the contents, please let our Customer Services Team know on 01256 464114.

EXAMPLE OF A SERVICE CHARGE STATEMENT

Statement 1
ACTUAL SERVICE CHARGE EXPENDITURE
FOR PERIOD 1 APRIL 2007 TO 31 MARCH 2008

Name	Adam House
Mr A N Other	
Flat 1 Adam House,	
Anywhere	123456789
Services provided to Block:	

	Estimate	Actual Cost	Estimate	Actual Cost
Grounds Maintenance	138.76	138.76		
Communal Area Cleaning	0.00	0.00	N/A	N/A
Communal Area Window Cleaning	51.14	30.50	N/A	N/A
Caretaker Costs	N/A	N/A	N/A	N/A
Landlords Electricity	63.71	74.48	N/A	N/A
Communal TV Aerial	0.00	0.00	N/A	N/A
Repairs & Maintenance	110.00	171.88	N/A	N/A
Door Entry System	N/A	N/A	N/A	N/A
Lift Maintenance Costs	N/A	N/A	N/A	N/A
Lift Insurance	N/A	N/A	N/A	N/A
Emergency Lighting	N/A	N/A	N/A	N/A
Fire Panels	N/A	N/A	N/A	N/A
Smoke Detectors	N/A	N/A	N/A	N/A
Dry Risers	N/A	N/A	N/A	N/A
Fire Ventilation System	N/A	N/A	N/A	N/A
Fire Extinguishers	N/A	N/A	N/A	N/A
			29.13	28.42
			392.74	444.04
			58.91	66.61
			451.65	510.65

0.00 = No Charge for this Year N/A = Costs Not Applicable to this Block

Annual Charge For Your Flat	Estimate	Actual	Summary of Your Account	
Total Block Costs 2007/8	451.65	510.65		Balance B/F 31/3/2007
Number of Flats in Block	2	2		Service Charge Adjustment for Difference
Annual Service Charge Per Flat	225.83	255.32		Between Estimate and Actual Charges 2006/7
Ground Rent Charge 2007/8	10.00	10.00		Total Estimated Charge 2007/8
				Payments Received 2007/8
				Balance as at 31/3/2008
Total Charge for 2007/8	235.83	265.32		C/F To Statement Number 2

Kingfisher Housing Association Ltd A charitable Industrial and Provident Society

EXAMPLE OF A SERVICE CHARGE ESTIMATE

Statement 2 ESTIMATE SERVICE CHARGE EXPENDITURE
FOR PERIOD 1 APRIL 2008 TO 31 MARCH 2009

Name: Mr A N Other
Flat 1 Adam House,
Anywhere

Services provided to Block:

Adam House
123456789

	Estimate		Estimate
Grounds Maintenance	143.34	Legionnaires Assessment	N/A
Communal Area Cleaning	0.00	Dechlorination of Water Tank	N/A
Communal Area Window Cleaning	32.33	Hot/Cold Water Management	N/A
Caretaker Costs	N/A	Roof Access System	N/A
Landlords Electricity	82.67	Lightning Conductor Maintenance	N/A
Communal TV Aerial	0.00	Parking Management	N/A
Repairs & Maintenance	110.00	Pumping Station Costs	N/A
Door Entry System	N/A	Door Entry System Provisions	N/A
Lift Maintenance Costs	N/A	Lift Replacement Provision	N/A
Lift Insurance	N/A	Pumping Station Provision	N/A
Emergency Lighting	N/A	Building Insurance premium	32.52
Fire Panels	N/A		
Smoke Detectors	N/A	Sub Total	400.87
Dry Risers	N/A	Management Fees 15%	60.13
Fire Ventilation System	N/A		
Fire Extinguishers	N/A	Total Block Costs	461.00

0.00 = No Charge for this Year N/A = Costs Not Applicable to this Block

Estimated Annual Charge For Your Flat	Estimate	Total Balance Due
Total Block Costs 2008/9	461.00	175.23
Number of Flats in Block	2	29.49
Annual Service Charge Per Flat	230.50	
Ground Rent Charge 2007/8	10.00	240.50
Total Charge for 2007/8	240.50	
		Total amount payable for 2008/9
		445.22

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If you require this leaflet in large print, CD, tape, braille or a different language please call us on 01256 464114

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