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If you need any further information on the any of the services covered in this handbook you can contact us in a variety of ways:

General enquiries

- Telephone us on 020 7209 9222
- Email us at enquiries@griffinhomes.org.uk
- Visit our website at www.originhomes.org.uk

We have also provided a separate sheet with direct contact numbers of individuals and what they do.

Leaseholders' handbook



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Arabic

এই ডকুমেন্ট (প্রমাণপত্র) যদি আপনার জন্য অনুবাদ, বড়ো ছাপার অক্ষর, টেপ অথবা ব্রেইলে প্রয়োজন হয় তা হলে কন্টাক্ট সেন্টার (0800 040 7989), আপনার এরিয়া অফিস, এস্টেট অফিসার, সাপোর্ট ওয়ার্কার অথবা স্কিম ম্যানেজারকে অনুগ্রহ করে যোগাযোগ করুন।
Bengali

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Cantonese

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Greek

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Kurdish

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Somali

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Spanish

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Turkish

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Urdu

Leaseholders' handbook



Introduction

The management of leasehold and shared ownership homes can be a complicated area, with everything governed by the terms of lease, law or regulation. This handbook is not meant to describe or give a full interpretation of your lease or the law. If you are in any doubt about your rights or duties then you should seek specific advice.

We hope that you will find this handbook useful in setting out the rights and responsibilities of both you as a homeowner and Origin Housing as leasehold manager. As with anything we do, we welcome feedback and would be grateful for any comments that you have on this handbook.

What you can expect from us

As part of Origin Housing we aim to provide services of the highest quality to all our customers. Origin Housing will endeavour to act with integrity at all times.

Our Service Standards

Origin Housing aim is to provide good quality homes and efficient high quality services to all our customers. We will do everything we can to make sure that you:

- are treated fairly and equally;
- get a prompt reply to your letters, phone calls and general enquiries;
- are given clear, accurate and regular information;
- receive an efficient, polite service from well-trained staff;
- are able to have a say in the services we provide;
- have your enquiry handled in confidence and professionally;
- receive a courteous and friendly service when you call at our offices;
- are offered an interpreting or translation service if needed;
- a full copy of our equal opportunities policy is available on request;



In providing a service to leaseholders Origin Housing will:

- Provide leaseholders with accurate and timely information about the services they receive, the cost of those services and the amount due in service charges.
- Provide efficient, value for money services to leaseholders ensuring that service charges are reasonably incurred and that all services are provided to a reasonable standard.
- Consult leaseholders in accordance with the requirements of legislation, and on any other proposed changes to policy or practice, which will affect the management of their homes.
- Work with leaseholder representatives to consider issues such as leaseholder satisfaction with the level and quality of services provided and the way charges are determined, in addition to consulting individual leaseholders.
- Aim to ensure that leaseholders uphold the covenants in their leases, in particular with regard to harassment, neighbour nuisance and other actions taken by them likely to affect other residents.
- Collect from leaseholders all monies due from them under the terms of their leases.
- Seek to comply with codes of good practice.
- Provide and comply with the Housing Corporation 'Charter for Housing Association Applicants and Residents'.
- Operate its marketing and shared ownership sales within legal and regulatory requirements.
- Set and regularly review its policy and financial parameters for the developments it carries out.
- Comply with the corporate policies of the Origin Housing.

Communicating with you

LETTERS, EMAILS AND CORRESPONDENCE

We will usually answer you letters within 10 working days. If we cannot give you a full reply immediately: we will send you a brief note within three working days to let you know that we have received your letter; and a date by which we expect to be able to reply in full.

We will respond to e-mails within two working days. If the person you are trying to reach is away from the office, you will receive a message advising when they will be returning.

TELEPHONE CALLS

We aim to answer all calls within five rings and the person will answer with their name so you know who you are talking to. If the person you want to speak to is unavailable, your call will be passed to someone else who will be able to help. If you leave a message you will be contacted within one working day by phone or three working days in writing if you do not have a phone. If you leave a voice mail message and the person you are trying to reach is away from the office, the message should advise when they will be returning so that you know when to expect a response.

VISITS TO OUR OFFICES

You will not have to wait more than five minutes before being able to talk to someone. If you call without an appointment you will see someone who can help within 10 minutes. Or, if you want to see a specific person who is not available, you will be able to make an appointment to see that person at an agreed time. You will be able to speak to us in private.

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Urdu

Your lease

Whether you are a leaseholder or shared owner there will be a lease in place between you, as lessee, and your landlord, the lessor. Your lease sets out the rights and responsibilities of the lessee and the lessor. This handbook does not cover all the detailed information contained in your lease. Instead it offers general information which would guide you in most circumstances.

General terms in your lease

The lease for your property sets out the following:

- The period of time for which you have the right to use the property.
- The boundaries of your property and any associated parts of the development which have been transferred with your property eg parking space. It also describes the shared property and grounds.
- The amount of rent and service charge you pay. It also explains how your rent is reviewed and how often.
- How you must pay your rent.
- The type of expenses your service charge covers.
- What your responsibilities are.
- What our responsibilities are.

Your responsibilities

Under your lease you have the following responsibilities:

- You must pay your rent and service charge on time.
- You must keep your property in reasonable condition inside and outside.
- You must carry out all repairs which are your responsibility.
- You must tell us about the need for repairs that are not your responsibility.
- You must give us, or our contractors, access to your home. Except in the case of emergencies we will be required to give you notice.
- You must get permission before carrying out any major alterations.
- You must notify us if you wish to sell your property. Shared ownership lessees can sell their property on the open market.

If you live in a flat you must not keep animals without permission.

Shared owners have an additional responsibility:

- To inform us if you wish to sell your home and obtain our consent.

Please see the shared ownership section for more information if you are a shared owner.



Gardens

If you have a garden, your lease will identify if it is just for you to use or if it is shared. If it is your private garden, you must keep it reasonably tidy. Please do not use your garden to dump rubbish. This can lead to infestation and vermin.

Please make sure that bushes and trees are regularly pruned. Overgrown trees and bushes can cut out the light from neighbours properties and may cause structural damage to your own home.

If we have agreed to do the gardening for you, the cost will be invoiced in addition to your service charge. It will also be itemised in the yearly service charge accounts.

Subletting

Before subletting you should check if your lease permits you to sublet. If you are in doubt please call us. Shared owners should refer to the shared ownership section for further information.

Origin's responsibility

Our main responsibilities to you are:

- To manage and maintain the shared parts of the development;
- To allow you quiet enjoyment of your home;
- To maintain the structure of the building;
- To provide relevant information about rent and service charge;
- To collect service charge and ground rent;
- To insure the building (this does not apply if you are a freeholder) in most instances;

Further rights for 100% leaseholders

- The right to extend your lease.
- The right to manage – This means that you can take over the management of the building from us. However, certain conditions must first be met:
 - 1 The building must be self-contained (or if part of another building be capable of being redeveloped independently).
 - 2 It must include at least two flats.
 - 3 At least two thirds of the flats must be owned by leaseholders.
 - 4 The building can be part commercial but the non-residential part must not exceed 25% of the total floor area.
 - 5 The 100% leaseholders must have a remaining term on their lease in excess of 21 years, at least 50% of leaseholders must participate, and a Right to Manage Company must be set up.
 - 6 The right to enfranchisement. 100% leaseholders have a right to buy the freehold of the block where they live. The following conditions apply:
 - a) The building can be part commercial but the non-residential part must not exceed 25% of the total floor area;
 - b) At least two thirds of the flats must be purchased to 100% ownership;
 - c) At least half of the leaseholders of the total number of flats in the building must want to take up this right.

Repairs and maintenance

Your responsibilities

Under the terms of your lease you will normally be responsible for repairing and maintaining the inside of your home, for example:

- central heating, including annual servicing;
- water tanks;
- inside walls, floors and ceilings;
- doors, door frames, door hinges & skirting boards;
- window catches, sash cords and locks;
- glass in windows;
- chimney stacks and flues;
- plaster work;
- decoration;
- staircases;
- kitchen units;
- air vents;
- sinks, baths, toilets & showers;
- electrical and plumbing installations;
- fuses, tap washers, light bulbs;
- clearing rubbish from private garden;
- repairing walls/fences which are identified as your responsibility;
- adding extra security;
- any damage caused by you or your visitors.

This list is a guide only and is not definitive.

Origin Homes does not normally recommend contractors but if you are experiencing difficulty finding an appropriate contractor please contact the Leasehold Housing Manager who may be able to give advice on how to find a suitable firm.



Our responsibilities

Origin Homes will repair the outside and structure of your home. You pay for this through your service charge. We will repair and maintain:

- the roof;
- outside walls, doors and sills;
- gutters and outside pipes;
- outside drains;
- shared garden walls/fences;
- paths and steps;
- shared parts inside the property;
- communal TV aerials;
- fire Alarms in Communal areas;
- any other area/installation that is particular to the shared parts of the development.

If a repair is needed and is our responsibility please report this to our repairs department.

Repairs priorities

We will:

- offer a Freephone line for reporting repairs;
- offer an emergency repair service out of office hours;
- meet our repairing obligations as outlined in your lease;
- carry out satisfaction checks in respect of repairs that are carried out;
- provide a painting, redecoration and cyclical maintenance service to the exterior and common areas of your home;
- carry out a check on 10% of all the repairs which we and our contractors carry out;
- offer appointments;
- ensure that all contractors adhere to the contractor code of conduct.

We receive a very large number of repair requests. To make sure that we treat them all fairly we need to classify and carry out repairs according to how urgent they are as follows:

Priority A – emergency repairs

Emergency repairs are repairs that are needed to avoid immediate danger to health, safety or buildings. If a repair is an emergency we will deal with the problem as soon as possible, at the latest within 24 hours. Emergency repairs include the following:

- serious floods and leaks that cannot be turned off;
- lifts breaking down;
- total loss of electricity supply (not blown fuses, tripped circuit breakers or power cuts) where we are responsible;
- serious storm, accident or flood damage;
- threatened or actual collapse of part of the building;
- removal of offensive (including racist) graffiti;
- door and window repairs where there is a security risk (e.g. after a break-in). In such cases the matter must be reported to the police and a crime number (CAD number) obtained;
- door entry systems in retirement housing where security is seriously reduced;
- fire alarm and emergency call systems.

If we cannot complete an emergency repair within the agreed time we will as a minimum make sure that your home is safe and essential services are restored. If scaffolding is needed, or if weather conditions prevent immediate action, work will be undertaken at the earliest opportunity, and temporary remedial action taken where possible.

Priority B – urgent repairs

Urgent repairs are carried out within 7 calendar days and include:

- communal lighting failure;
- defective entry phone;
- faulty front or back door;
- block infestation of rats, mice and cockroaches;
- communal TV aerials.

Priority C – routine repairs

Routine repairs are carried out within 31 calendar days and include:

- door and window repairs where there is no security risk;
- minor replastering;
- leaking gutters;
- doors and windows that are sticking.

Very occasionally urgent and routine repairs may take longer than seven or 31 days because of problems beyond our control. The Contact Centre staff will advise you if there are likely to be any delays.

Pre-inspections on routine repairs

If we are unsure what the problem is, if there are possible major works or if the same repair has been recently carried out, we may ask a surveyor to inspect prior to the order being placed. The surveyor will visit within 14 days and works will be ordered according to the priorities above.

In the case of an emergency or urgent repair a surveyor may attend with the contractor to avoid delays.

What happens after you report a repair?

Repairs are ordered by Origin Housing who will confirm to you what work is going to be

carried out, which contractor will be carrying out the work and a proposed completion date. Our ability to carry out works speedily depends on ready access to your home. Wherever possible we will arrange an appointment with you. If the contractor employed by Origin breaks that appointment please let them know straight away so that they can deal with the matter. If you find you cannot keep an allocated appointment please phone the Contact Centre staff on the freephone repairs number as soon as possible and they will be able to rearrange another suitable time.

Getting the work done

All staff and contractors employed by the Origin Group must carry an identity card with their photograph. Please ask to see it before you let them into your home.

When the contractor has carried out the repair, they will clear up any mess and put back any fixtures and fittings that they have moved. If the contractor cannot finish the work within the time limit, they must tell you when they will return to finish the job.

Our contractors will only carry out repairs we have told them to do. If you need any other repairs to be carried out you must report them to the Contact Centre staff.

Once the work has been carried out we would be grateful for any feedback. If you receive a Customer Satisfaction form complete and return it with any comments you have so that we can monitor and improve the service we provide.

Code of conduct of repairs staff and contractors

We have a code of conduct, which requires anybody working in your home to respect the property and your possessions.

Unhappy with the work?

If you are unhappy with a repair carried out on your home, speak to the Contact Centre staff who will investigate your complaint.

Insurance

We insure the structure of your home against fire and floods. We do NOT insure your personal possessions. For example, we do not have to pay you anything if a flood from an upstairs flat ruins your furniture, carpets or decorations.

We strongly advise you to insure the contents of your home against fire, flood and theft and to arrange cover for accidental damage, such as broken windows, caused by your household or visitors. Insurance companies give free quotations and most accept payments by installments.

Break ins

If your home is broken into and suffers damage to its structure, which we are responsible for (as above) we will repair it. You must first report this criminal damage to the police and obtain a police crime report number (CAD number).

Cyclical maintenance

To ensure that the external/shared parts are maintained in good order Origin arranges a programme of cyclical maintenance. This takes place every five years or so.

Most blocks that we manage have leases which enable us to collect on a regular basis towards the cost of major work. Where your lease has such a provision your service charge will include an amount that is paid into the 'Cyclical Fund' which builds up over a number of years to cover this type of expenditure. Contributing to the cyclical fund enables leaseholders to spread the costs over a number of years and ensures that all leaseholders contribute.

If the cyclical fund is not sufficient to meet the cost of the works you will be required to make an additional payment to meet the shortfall.

We are required to consult you before any major work is undertaken. As part of the consultation we will ask if you wish to nominate a contractor, provide a summary of works required, obtain your views on the proposed work tender received and recommend which tender should be accepted. You will also be advised if the sinking fund will meet this and if any additional contribution by you is required.

You will be given a due date to respond by. If you do not respond you will be deemed to have accepted the proposal. Works will proceed on the basis of a majority vote. It is in everyone's interest to ensure that the property is properly maintained as poor maintained property diminishes in value.

Defects

New properties will usually be sold with the benefit of an NHBC or similar guarantee.

This guarantee covers defective material and workmanship in relation to the structural element of the building and will be in force for 10 years as applicable.

If you are aware of any problems please contact our repairs call centre in the first instance.

General information - within the first 12 months

The contractor has a responsibility for defects to the works within the first 12 months from when the building was completed (practical completion)

You should inform our repairs department of any problems you identify in your property. They will then inform the contractor who will contact you directly.

Defects will generally be carried out to the following time scales.

Emergency - within 24hr hours.

Urgent - within seven days (this may vary).

Non Urgent- maybe left to the end of the defects period if it is reasonable to do so.

If you are not satisfied with works carried out during the 12 month period, you may take this matter up with the NHBC or similar.

At the end of the defects period our development department will contact you to note any problems you are having and will inspect your property for faults which have shown up.

The inspection involves looking at the inside of your property. Please make sure that someone is there on the day of the inspection.

This is a final inspection, we will assume that if you have not arranged access or responded to our development department that there are no problems. This is your final opportunity and after this, any defects must be remedied by yourself.

Most new properties will have some minor problems. This is normal. They may show up before the inspection. If they do, you must notify the Contact Centre, who will arrange for the builder to put things right.

Some of the problems arising within the first 12 months may not be the builders responsibility. This may include damage caused while you were moving furniture.

Service charge and rent

Paying service charge and rent

The dates on which service charge and rent are due will be outlined in your lease. Generally shared owners and leaseholders, in what were shared ownership flats, pay on a monthly basis, while other leaseholders pay on a quarterly basis.

Ways of paying

You are able to pay your service charge and rent in several different ways:

Direct debit

This means that payment comes directly from your bank account. You can set up a direct debit at anytime by filling in a direct debit form and returning it to us. If you do not have a direct debit form please contact The Customer Services Team. Before changing the amount coming from your account we must give you written notification.

Standing order

If you wish to pay by standing order you must notify your bank of changes to the amount that you wish to pay. We can provide a mandate if you wish to pay in this way.

Cheque

You can send us cheques for amounts due. Cheques should be made payable to Griffin Homes. If you are sending a cheque please ensure that you write your account number on the back of the cheque (you will find this on invoices or statements that you receive from us).

Credit card

We are hoping to introduce payment by credit card shortly.



Getting behind with payments

If you are having financial difficulties let us know – please do not ignore payments on your home – you could risk losing it.

ORIGIN HOUSING WILL:

- Collect from leaseholders all monies due from them under the terms of their lease. Shared owners usually pay rent and service charges. The service charges arrears procedures relate to arrears of the rent and service charge payable.
- Develop detailed procedures for recovering service charge arrears. Leaseholders will be sent information about their service charge accounts at regular intervals throughout the year. Any leaseholder falling behind with payments will be advised accordingly.
- Take appropriate action for arrears recovery. This will include seeking an immediate payment to clear the arrears, or reaching an arrangement with the leaseholder for repayment of the debt over a period of months, or seeking repayment from the mortgage lender.
- Offer advice to leaseholders about housing and other benefits which may assist them in maximising their income and/or meeting their service charge liabilities.
- Not use distraint when seeking to recover service charge arrears.
- Reserve the right where given in leases to charge interest on arrears.
- Reserve the right to make administrative charges for dealing with arrears of rent and service charges.

If you do not pay service charge or rent, or contact us to explain why you have not made a payment, we will write to you. If you do not respond to this letter we will write to you again and may copy this letter to your mortgage lender.

If you still do not pay or contact us there are several courses of action that we may choose to take, including:

- Charging you interest. We reserve the right to charge interest on amounts owed at the rate allowed under your lease.

- Approaching your lender to clear your arrears on your behalf. Any payment that your lender makes may be classed as arrears on your mortgage. This could lead to your lender repossessing your home.
- Taking action through the courts to repossess your home.
- Obtaining a County Court Judgement.
- Obtaining a Money Judgement Order.

These are all serious actions, which could result in you not being able to obtain credit in the future.

If you are having difficulties in making payments please contact us so that we can help you find ways to resolve matters.

If you dispute any part of the charge or think it is unreasonable you should speak to your Leasehold Housing Manager. If you are unhappy with our response you may contact your local Leasehold Valuation Tribunal and apply for a decision on whether the charges are reasonable and fair. You will have to pay the cost of your application.

Setting and managing service charges

In setting and managing service charges Origin will do the following:

- Provide efficient, value for money services to leaseholders ensuring that service charges are reasonably incurred and that all services are provided to a reasonable standard.
- Collect from leaseholders all monies due from them under the terms of their leases.
- Prepare timely and accurate information about the cost of services for which service charges are due. It will provide leaseholders with a copy of the audited annual accounts for management services within 6 months of the end of the accounting period. It will include as required a statement detailing leaseholders rights concerning service charges.
- Monitor all contracts for supplying services such as building cleaning and ground maintenance on a regular basis and any

variations in the service or the standards achieved will be recorded and this will be checked prior to charge to ensure that the charges can reasonably be made to the leaseholder.

- Create and maintain individual files for the property or grouping of properties so that all relevant information is accessible. The file will include details of the lease terms regarding service charges, the services to the property and how they are provided, any equipment and details of its location/ properties served, details of any maintenance contracts, the location of power supply meters and the areas they serve and any other relevant information to ensure that all charges can be correctly allocated and clearly identified and billed to leaseholders.
- Leaseholders will be provided with an estimate of the following years charges once the budget for that years expenditure has been agreed, and in accordance with the requirements of their lease. This will be based on actual costs experienced in managing and maintaining the property and anticipated expenses which have been identified.
- Monitor repairs costs during the course of the year to ensure that works have been completed and that the charge can be appropriately allocated. Leaseholders will receive details of the major items of repairs expenditure as part of the year end statement of actual spend compared to budget.
- Create and manage sinking funds as required by the terms of individual leases.
- Hold sinking funds in individual accounts which may be separately identified and which benefit from the interest which accrues.
- Consult residents on the use of the sinking funds and issues of policy e.g. maintenance of minimum balances which relate to them.

What services you pay for

You normally pay service charges if you live in a flat or house that has communal areas. These charges cover the cost of buildings insurance and of providing services and repairs to the communal areas. Typically service charges are likely to cover:

- buildings insurance;
- cleaning of communal areas;
- communal gardening;
- maintenance contracts (e.g. entryphone, lift, etc);
- communal repairs and maintenance;
- communal utility bills;
- audit fees;
- management costs and expenses;
- contribution to the cyclical fund.

Service charge setting

For existing developments we will start preparing service charge budgets for the next financial year once we have the audited accounts for the last completed financial year. For service charge years that start in April we would expect to carry this out in the period between September and December before the financial year is due to start. The budget preparation will be based on previous actual expenditure but will also consider changes to the services being provided, inflation, quotations from contractors and our experiences at other developments.

Once we have prepared the budget we will seek to consult you about the proposed budget, before writing to you in February with the finalised estimate.

The proportion of the overall charge which you pay is set out in your lease.

What our management fee covers

Our management fee forms part of the service charge. Our fee covers our costs relating to:

- managing the lease and responding to enquiries;
- legal bills for dealing with complex enquiries or issues;
- dealing with your mortgage lender;
- employing staff (including leasehold management, financial staff and technical services);
- collection of service charges and rent;
- monitoring cleaning and gardening;
- tendering cleaning and gardening contracts;
- dealing with utilities;
- resident involvement, consultation, information;
- compliance with the Housing Corporation ;regulatory code;
- compliance with Residents Charter.

Our fee does not cover costs in respect of solicitors enquiries relating to assignments.

Rent setting

Origin Housing will:

- make clear the basis on which rent is charged for the unsold equity;
- review the rent charge annually and give shared owners at least one month's notice or other period of notice that is specified in the lease;
- charge ground rent in accordance with the individual leases.

Consultation and keeping in touch

Origin Housing will:

- Fully involve leaseholders to ensure that the services provided meet their needs and requirements. This will be achieved through effective communication and consultation
- Require all staff to meet the standards outlined in the customer care charter adopted by Origin Housing when dealing with leaseholders and leasehold issues
- Ensure that information relating to leaseholders enquiries/complaints will be recorded separately from that relating to tenants, so that it is possible to monitor performance relating to leaseholders
- Require all staff to follow the Origin Housing consultation and communication policy when dealing with leaseholders and leasehold Issues
- Have systems in place to monitor leasehold management performance and report this to the Board of Management on a regular basis
- Endeavour to offer a variety of opportunities and measures for participation to leaseholders to meet their different wants and wishes for involvement
- Seek to have customer involvement on the board.

In order to ensure that services are relevant to our customers, and that they meet their needs, we will look to inform and consult with them in a number of ways. This will include:

- regular surveys to check on satisfaction with services provided;
- consultation on the level and range of services that we provide;
- formal (section 20) consultation on major works and long term agreements as required by legislation;
- use of customer focus groups and panels;
- newsletters to provide details of what you think and what we are doing to provide a service to residents;
- assisting with the setting up of residents associations.



Consultation

Leaseholders will be consulted on changes to services that we arrange.

FOR MAJOR WORKS WE WILL:

- Consult leaseholders about repair work which will incur costs above the prescribed amount which will have to be recovered in service charges, as required by law.
- Consult leaseholders about works which will be chargeable to the sinking fund and provide information on the effects that such works will have on the retained balance and future levels of contribution.
- Provide leaseholders with a statement of the work required and alternative estimates of the costs, before entering into a contract for the work. Leaseholders will be consulted on the extent and cost of works that are optional.

ON LONG TERM AGREEMENTS AND SERVICE CONTRACTS WE WILL:

- Consult leaseholders as required by law about all contracts to provide goods or services where the costs are above the prescribed limits and the contract is of more than 12 months duration.
- Provide leaseholders with a statement explaining what goods or services are to be provided and why Griffin Homes wishes to enter into the contract and will provide at least two proposals with estimates of the costs.
- Give the reasons for the award of the contract to leaseholders and any residents' Association even when this is not a legal requirement.

Customer focus groups & panels

We will use customer focus groups and panels to look in more detail at the service that we provide to our customers. If you would like to be involved in such groups please contact us.

Newsletters

We will send out at least two newsletters a year. These will give details of the service we are providing and changes that we are making. If there are any items that you would like to see included please contact us.

Residents associations

We will encourage and support residents associations. Through residents associations you can sometimes have greater influence than if you act as an individual. Residents associations can get involved in the management of a development, propose ideas for improvements, organise social events, and have real control over the way that we provide communal services.

We will support associations that are properly constituted and have gained recognition from Origin Housing. We can help with some of the administrative work and will look to attend at least one meeting a year on request. If you are interested in starting a residents association contact your Leasehold Housing Manager.

Disputes, disagreements and complaints

Getting it right

Origin Housing are committed to providing you with high standards of service. Our aim is to be friendly, helpful, efficient and professional in responding to the needs of all our customers. Your opinions are important and we want to know what you think of us – particularly if we fail to meet the standards you expect.

This leaflet explains how you can make a complaint and obtain further help or advice to resolve any complaint or concern you may have about the services we provide. Please note that we will not accept complaints regarding matters over six months old.

Who can complain?

Our complaints and appeals procedure is open to everyone who receives or requests a service from the Origin Housing and to the people acting on their behalf.

What is a complaint?

The type of issues which we would normally treat as complaints are:

- if staff or contractors employed by us are unhelpful or discourteous;
- if you feel you have been treated unfairly;
- if we fail to provide a service or to maintain reasonable standards of quality of service;
- if we fail to fulfill our statutory and contractual responsibilities;
- if there is unreasonable delay in responding to your query.

Procedure – how to make a complaint

Informal complaint

Day-to-day problems and queries should be brought to the attention of your Leasehold Housing Manager, Home Ownership and Properties Officer or the person dealing with your query.

In most cases we can resolve problems at this stage. However, if you are still not satisfied with the way your complaint has been handled, or with the outcome, then you can make a formal complaint.



Stage 1

If you wish to make a formal complaint, speak or write to the person who you normally deal with or contact our Customer Service Centre for a form. We aim to respond within 10 working days from receiving your complaint. If you need help completing this form our Customer Service Advisors can help you, please call 0800 040 7989 (Freephone). We will only deal with complaints about things that happened, or came about within the last six months.

Stage 2

If you are not happy with the response, or if we don't do what we say we will do to put things right, you should then write to the relevant Director within a month of receiving the Stage One decision. They will aim to reply to you within 15 working days.

Stage 3 appeal

If you are still not satisfied you can appeal to the Board of Origin Homes by writing to the Chief Executive, within one month of receiving the Stage Two decision. You will receive a hearing within eight weeks.

Who do I contact?

If you are not sure who to contact about your complaint please contact the Customer Services Team at Origin Housing, St Richards House, 110 Eversholt Street, London, NW1 1BS or by telephone on 0800 040 7989 (Freephone).

Who else may be able to help

If you need independent help with your complaint, or if you believe that you have not been dealt with fairly, then you can contact one of the following:

- Your local councillor
- Your Member of Parliament
- Citizens Advice Bureau
- Housing Aid or Advice Centre
- A solicitor

The Housing Ombudsman Service

Once you have exhausted the Association's internal complaints procedure and if you are still unhappy you can refer your complaint to the Ombudsman who can be contacted on 020 7836 3630.

Leasehold Valuation Tribunal (LVT)

Leaseholders are also able to take service charge issues to the LVT. LVTs have been given powers to look at service charge disputes. They are independent and impartial. Hearings are semi-formal and normally consist of three members – a lawyer, a valuer, and a layperson.

LVTs can decide on all aspects, the duty to pay service charges for repairs, improvements and services. This includes decisions on whether the costs are reasonable, the standard of work is reasonable, and whether leaseholders have been properly consulted.

There are costs in applying to the LVT and we advise that you obtain independent advice before making an application to the LVT.

Other information

This section provides information on issues not covered elsewhere in the handbook.

Your home

Building insurance

Under the terms of your lease, Origin arranges building insurance for leasehold and shared ownership properties where we are the freeholder. Your lender may offer you building insurance in conjunction with the mortgage, you do not require this as cover is provided through the block policy. The building insurance policy covers risks such as fire, flood and storm damage.

It does NOT cover damage to the contents of your home.

If you wish to see a copy of the policy or schedule see the Leasehold Housing Officer.

If you need to make a claim on the building insurance policy, you should contact our insurance brokers directly. Their contact details can be found on the contact information sheet.

Important points to remember when making a claim

- You should obtain two estimates for cost of repairs.
- You must notify Griffin and the insurer as soon as possible after the incident.
- You must provide the insurers with all the relevant information.
- There is no guarantee that the insurers will settle until you have provided all the information required.
- You will have to pay the policy excess.
- It may take up to six weeks or longer to deal with your claim.

Origin reserves the right to vary the terms upon which building insurance cover is procured. You will be notified of any significant changes in the terms of the policy.

Contents insurance

Building insurance will not cover damage to the contents of your home such as furniture. This is your responsibility and we recommend that you adequately insure your contents and personal possessions.



Resale of leasehold flats

If you are looking to resell your leasehold flat your solicitors may make various enquiries (shared owners should refer to the shared ownership section). We will normally look to respond to these within 10 working days. We will make a charge for dealing with enquiries. Details of our current charge will be given to solicitors, and we will require payment of the charge, before we respond to any enquiries.

Security

Your property will already have a suitable lock on the front door. You may want to fit extra locks on doors and windows for additional security. You can do this without our permission unless your apartment is within a sheltered scheme.

Within blocks of flats the main entrance doors will all be fitted with a lock and an entry phone system. You must not lock these doors because of fire regulations. The locks fitted to the main entrance comply with fire regulations. You must not change or fit extra locks.

You cannot make your home completely burglar proof but if you follow these simple rules you can discourage most thieves:

- make sure all windows are closed and that doors to the outside are locked when you go out;
- do not leave keys under mats;
- if you go out at night, draw the curtains and leave a light on;
- do not let people in through the entry phone system unless you know them or they have identification.

If you wish to fit a burglar alarm, you may do so without our advice. You must seek your own specialist advice.

If you want advice on protecting your home, contact the local Crime Protection Officer at your nearest police station. If you get locked out or lose your keys it is your responsibility to arrange for someone to change the locks. We do not keep keys to your property. We give all keys to you when you move in.

Improvements & alterations

If you want to carry out improvements or alterations to your home you must obtain Origin's written permission before starting work. We will normally give permission but we will want to be sure that these improvements will not damage the structure of the property and that appropriate approvals have been obtained from the local authority. If we need to involve surveyors or solicitors before granting permission we will pass this cost on to you. We will provide you with an indication of the cost when you initially apply for approval. On occasions Origin Housing is not the freeholder and may need to also need to obtain consent from the freeholder – if there are costs in applying to the freeholder these will also be passed on to you.

Once works have been agreed we recommend that you have the work done by an experienced contractor. You must identify the contractor, specify works and pay for this yourself.

If you carry out improvements such as fitting showers, central heating and so on, these become fixtures and you cannot take them away with you if you sell the property.

Satellite dishes and cable reception

Not all new properties will be covered by a cable service provider.

Most blocks of apartments will be provided with a communal TV aerial or connection to the local cable network. New properties will normally include trunking.

If you are interested in digital TV then you must make your own enquiries. If you live in a flat you should not fix a satellite dish to the building you can ask us about the provision of a communal satellite dish.

Vermin

Vermin and pests can carry disease. If you suspect that there are vermin in your building, please tell environmental health service at your local council. Please also tell the Leasehold

Housing Manager. If necessary Origin will employ a contractor to deal with these problems, the costs will be added to the service charge.

By carefully disposing of household waste you can help prevent vermin. Please make sure that your rubbish sacks are properly sealed.

Condensation

Condensation is caused when warm air hits a cold surface. It is most noticeable in bathrooms and kitchens, but it can affect other rooms.

Experts agree that, with proper ventilation and heating condensation can be avoided.

One symptom of condensation is black mould/or mildew. This kind of mould is not an indication that the building is damp. You can wash it off with diluted bleach. This may require several treatments to eradicate the problem. For a fact sheet, please contact our office.

During the first 18 months after construction condensation can be more prevalent, this is due to the building drying out.

Nuisance issues

You have the right to live peacefully in your own home and we expect you and your neighbours to treat each other with consideration. It is a condition of your lease that you do not cause a nuisance or create a disturbance.

If you do experience noise nuisance from a neighbour, there are steps that you can take. The first step is to speak to the neighbour causing the noise, as they may not be aware that they are disturbing you. If this does not solve the problem, contact your Leasehold Housing Manager. We can offer advice on dealing with disagreements. Many councils and other agencies have mediation services that can help sort out disputes.

Your local council's environmental health department also has certain powers to deal with noise nuisance. They may ask you to keep a diary of the times and types of nuisance you experience. Your council is also likely to have

an out of hours telephone number for nuisance issues.

To ensure that you do not cause a nuisance to your neighbours we suggest that you remember to:

- set your volume on your television or stereo so you can hear it, but it is not so loud as to be a nuisance;
- use your washing machine or vacuum cleaner in the daytime or early evening;
- carry out noisy DIY jobs during the day or early evening;
- ensure that your children are supervised and not causing a nuisance to other people;
- consider what floor coverings are in place to prevent impact noise transference;
- ask for written permission from us before keeping a pet;
- properly dispose of any rubbish.

Rubbish

Rubbish left in the communal areas can be dangerous and unsightly. Household refuse collectors will not take away large items as part of their normal collection. If you have large items that need removing you should either contact your local authority to arrange a special clearance or to find out where your nearest refuse dump is located.

Please do not leave rubbish expecting Origin Housing or anyone else to clear it. If we have to arrange for a special clearance, the cost will be added to everyone's service charge. You would not wish to pay for your neighbour's thoughtlessness, so please do not make them pay for yours.

Shared ownership issues

Sales/allocations

ORIGIN HOUSING WILL:

- Market and sell shared ownership properties to those in housing need who cannot afford to buy a suitable home in any other way. Priority will normally be given to existing public sector tenants or those on local authority or housing association lists but will in some instances be determined by the sources of the funding for the scheme.
- Ensure that each scheme has a clearly defined, transparent marketing strategy and sales policy which includes diversity targets and ensures that the outcomes are measured.
- Ensure that prospective purchasers are directed to impartial advice about homeownership responsibilities and the financing of the purchase.
- Minimise the period between handover and sale.
- Seek to nominate a potential assignee from the shared ownership waiting list where an existing shared owner wishes to assign their share in a property.
- Lay the foundations of a successful landlord/tenant relationship.

Buying more of your shared ownership home (Staircasing)

ORIGIN HOUSING WILL:

- Seek to nominate a potential assignee from the shared ownership waiting list where a shared owner wishes to assign their share in a property.
- Not permit staircasing unless outstanding rent and service charges are cleared.
- Only accept a market valuation from a surveyor who is FRICS or MRICS qualified.
- Provide a schedule of any applicable administration charges which relate to the purchase of a further share in the property.

If you wish to buy more of your shared ownership home (this is often known as staircasing) please contact the Home Ownership and Properties Officer who will send you information about the process involved.

You have the right to buy more of your home, assuming that you have lived there for at least a year. However, you cannot do this more than three times without getting to 100% ownership.

Your rent will reduce in proportion to the percentage you have bought. The full service charge is payable regardless of the percentage owned.

To assess the value that you will have to pay, to buy your additional share, a suitably qualified valuer will carry out an independent valuation. You will be responsible for their fee. If you have carried out improvements or alterations you should let us know as these may affect the price that you pay for the additional share. We will notify the valuer of the improvements



that you have carried out, as it is the unimproved value that will be assessed. Please note that the change in value due to improvements is not usually as much as the cost of the work. Please also be aware that the valuer will assess the value on the basis that the property is not in disrepair.

Following receipt of the valuation you will need to confirm that you wish to proceed. Once we have your confirmation we will contact your solicitor to set the purchase in motion. In addition to the valuer's fee, you will have to pay your own legal costs and any costs associated with your mortgage. Before asking us to get a valuation we recommend that you check that you will be able to get a sufficient mortgage to cover the cost of the extra share. You will need to get our formal approval to your new mortgage if you are not staircasing to 100% ownership. We will approve maximum lending of the amount of your original share plus the amount for the new share.

Selling your shares

If you wish to sell your property, you must notify us, as we may have a right to nominate a purchaser, we will let you know quickly if we expect to nominate a prospective purchaser.

Arrangements for the introduction may be covered in your lease deal (sole agent) or through arrangement with a third party.

If you have fully staircased, you can sell your property on the open market. Please contact the Home Ownership & Properties Officer, who will give you more information on this.

Subletting

As a shared owner you are not allowed to sublet your home. However you may rent out a part of it while you continue living in the property – for example, by taking in a lodger. However, you must not issue them with a tenancy agreement as this will give rights of occupation that you are not permitted to give if you are a shared owner.

If you do wish to take in a lodger you should inform us and we also strongly recommend you

inform your lender. As a general rule you need their permission. You should also tell your local Tax Office, as rent from your lodger can be regarded as unearned income and may be liable for tax.

In some special circumstance, we do give written permission to sublet the whole of your home. Subletting your home without our permission is very serious and we will take legal action against you if this term of the lease is broken.

Your mortgage

When you bought your home, we approved your mortgage. If you need to change your mortgage, you need to ask for our approval. We won't normally refuse this provided your new mortgage is for the same amount as your old one and on similar terms.

This means you cannot borrow any extra money on your mortgage or take out any additional loan (for a car for instance) using your home as security.

Extra borrowing would be allowed in order to buy extra shares but this borrowing should not exceed the value of those shares. If staircasing to 100% you may extend your borrowing but that will be subject to the approval of your lender.

However, in certain circumstances we can allow further borrowing eg for repairs, improvement, to enable you to comply with the covenants in your lease, or to allow you to buy out a joint owner. Please contact your Leasehold Housing Manager for information.

Glossary

What various legal and technical words mean

Audit	An examination, usually of financial accounts. But it can mean any examination. A management audit is when an independent, professional person examines the way we are looking after you and your property.
Cyclical fund	Most leasehold developments have their own cyclical fund into which leaseholders pay on a regular basis as part of their service charge. The fund is held in trust and will be available to be used when major works, such as redecoration, become due.
Cyclical maintenance	Maintenance work that needs to be done on a regular basis, for example, roofing or painting the outside of a building.
Deficit	This is a shortfall. For example when we have not collected enough money through service charges to cover all the repairs or an expenditure that is needed.
Demise	A legal name for a parcel of property leased or owned by someone. Your Lease describes the physical area covered by your property, and defines the boundaries of the common parts.
DIYSO	Do it Yourself Shared Ownership
Equity	The value of your share of the property less any mortgage you have taken out on your share of the property.
Excess	<p>An excess on an insurance policy is the cost not covered by the policy. You are probably familiar with car insurance where you pay, for example the first fifty pounds of any claim. In these cases, if the damage cost two hundred pounds to repair, you'd have to pay the first fifty pounds and the insurance company would pay the rest. It is the same with buildings and other insurance.</p> <p>The excess on our buildings insurance may vary from year to year as a result of market conditions and will also depend on the sort of claim you are making.</p>



Forfeit or Forfeiture	This means your home is taken away from you because, for example, you have broken a condition of your lease. Forfeiture is very serious and can only happen after a court judgement has been obtained.
Freeholder	The owner of the land or property.
Hearing	When you have a complaint or any other matter heard by an independent person, or people, it is called a hearing.
Lease	A legally binding document which sets out the terms upon which a property transaction is taken place. Leases are typically for a period of 99 to 125 years.
Leasehold Housing Manager	Your main point of contact with us and the person responsible for anything to do with managing your home.
Leasehold Valuation Tribunal (LVT)	An independent and impartial body given binding powers by the Tribunal Government to settle Service Charge disputes instead of going to court.
Lessee	The lessee owns the right to live in the property as specified by the lease.
Lessor	The lessor is the person who controls the property and who may grant a lease.
Long Term Agreements	Contracts for services running for more than a year, where, as at January 2006, the cost per year will be more than £100 per leaseholder.
Mortgagee	A mortgage lender.
Negative equity	This happens if the value in your share of the property is less than your mortgage on your share of the property.
Qualifying works	Works for which we are required to consult you about before proceeding. As of January 2006 these are those which will cost at least £250 per leaseholder.
Service charge	This refers to the money you pay us to cover the costs of maintaining and servicing the property and it also includes other costs for example, insurance and sinking fund contributions.
Service charge accounts	The record of the service charges we have received from lessees and the expenditure incurred for servicing the property.
Shared Ownership Lessee	A shared ownership lessee is someone who has been granted a lease which enables them to occupy the property while purchasing a share. Most of their rights and responsibilities will be the same as a normal leaseholder.
Staircasing	The process by which shared owners buy more of their home.
Surcharge	An extra payment which we ask for when expenditure has exceeded the budgeted service charge income.
Sinking Fund	This is normally referred to as the cyclical fund.