



LEASEHOLDERS' HANDBOOK

Lewes & Eastbourne Councils

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# 1. Introduction

This handbook is aimed at Leaseholders and Shared Owners of Eastbourne Borough Council and Lewes District Council. It contains general information about rights and responsibilities in the Lease, how the service operates and who to contact. The council website contains up-to-date news and information about the service. Please visit: <u>www.lewes-eastbourne.gov.uk/leaseholders.</u>

This handbook does not give a full interpretation of your Lease, or the law since each Lease can be different. Please contact the Home Ownership Team or seek legal advice if you have any queries about the terms of your Lease. For more information about your rights and responsibilities as a Leaseholder, please visit the Government website <u>www.gov.uk</u>. The Leasehold Advisory Service (LEASE) also provides useful and independent information at <u>www.lease-advice.org</u>.

Throughout this handbook, the terms 'Landlord' or 'Freeholder' refers to Lewes District Council or Eastbourne Borough Council, depending on the Lease.

# 2. About us

The Home Ownership team manages both Eastbourne Borough and Lewes District Council Leasehold and Shared Ownership properties.

Please refer to Page 25, "Contacting Us" for who to contact.

# 3. Your Lease

Your Lease is a legal contract between you and the Council. Therefore, it is very important that you read it carefully to understand your rights and obligations. You should seek independent legal advice if there is something you do not understand.

If you do not have a copy of your Lease, you can obtain one from the Land Registry for a fee by vising the website <u>www.gov.uk.</u> Alternatively, we can also provide a copy for a fee, further details can be found on our website.

For most Council flats bought originally under the Right to Buy scheme, the initial term of the lease is often 125 years. However, you should confirm this from your own Lease.

The term of a Lease can be extended for an agreed price and additional fees. For further information please contact the Home Ownership Team at Leasehold@lewes-eastbourne.gov.uk

Ownership of a Leasehold flat usually includes the following:

- Surface of the floors above the joists and the surface of the balcony floor (if applicable) NOT including the loft/roof space.
- Ceiling of the flat up to but excluding the joists, beams, and loft/roof space.
- All internal walls dividing it from another property and the surfaces of the walls (including the plaster).
- Leaseholders of Lewes District Council own the windows according to the lease. For EBC Leaseholders, only the glass and sealed units in the windows are included.
- Doors leading directly to the property, internal doors in the property and door frames. This excludes any communal doors.
- All service media that serve the property exclusively. For example, wiring, plumbing, gas pipes etc.
- Any garden, store or garage that may be included.
- The majority of Leases stipulate not to use hard flooring in living rooms/bedrooms, please check your lease or contact us.

<u>Please note</u> that Shared Ownership Leasehold Houses may have different features to those listed above. You should refer to your lease to confirm your responsibilities under your specific Lease.

The Council is responsible for maintaining the structure of the building and any areas used in common with other people. Please refer to Section 5 for more information.

# 4. Selling, Buying, Sub-letting and Forfeiting the Leasehold

# Selling

When selling your property, buyers often want to know how the block has been managed over the years. We can provide information in the form of a 'Landlords Information Pack,' known as a LPE1/2 Management Pack on request, for a fee to answer these queries. The pack contains useful information about past and future maintenance, service charges and other key aspects of block management.

It is important to note that any future costs mentioned in the pack are simply estimates and could increase or decrease significantly, depending on circumstances. Please be aware that any credit fund held in the Future Repairs Reserves account remain with the property to be used against Major works to the building.

If you do sell the property, your solicitor must notify the Council's legal team of the sale within 21 days of the sale so we can amend our records. The notice is commonly called a 'Notice of Transfer' or 'Notice of Assignment.' There will be an administration charge for registering the new owner in our records. Details of the charge can be found on our website.

# **Right to Buy**

If the property was sold within the previous 10 years under the Right to Buy scheme, the Lease usually requires the current owner to offer it back to the Council, before it can be sold on the open market.

Tenants who exercise their Right to Buy are usually entitled to a discount from the price of the property. However, you will need to pay back a proportion of this discount if you sell the property within the first five years following their Right to Buy.

The amount you pay back depends on the value of your home when you sell it and not the market value when you bought it.

You can find further information on the government website: <u>www.gov.uk/right-to-buy-buying-your-council-home/overview.</u>

#### **Sub-letting**

Generally, the Lease allows you to rent the property to a third party without prior permission from the Council. However, you do need to notify us and register it with us. You can contact the Council for a form or print a copy from our website.

We will need new contact details for you, a next of kin or letting agent. We will also need details of the tenant in case of an emergency. We charge a one-off administration fee to register these details. You must also provide details of subsequent, new tenants but there is no additional charge for this.

Your tenant is expected to comply with the terms of your Lease. Please note you are still responsible for the property and their conduct while they use it. If your tenant breaches the terms of your Lease, then this will put your Lease at risk.

Any request from your tenant about the property or the block should always come through you or your appointed agents.

Sub-letting is not permitted at Riverbourne House. (Retirement Scheme) or Shared Ownership Properties.

#### Forfeiting the lease

It is very important that you and your tenant(s) comply with the terms of your Lease. You need to ensure you do not break any of the covenants, and or terms. If you do, that could lead to serious legal action.

If you or any other person breach any of the conditions of your lease, we may apply to the court to end it. The court has the power to end your Lease and give us possession of your property, this means that any equity you have in the property will become ours, as the Freeholder. In addition, you will be responsible for all related costs which will be recovered through the courts.

# 5. Rights and Responsibilities

Both the Council and the Leaseholder have rights and responsibilities which are set out in the Lease and in law.

#### **Rights**

#### Your right to occupy

You have the right to occupy and have quiet enjoyment of your home if you keep to the lease terms.

We cannot enter your home unless:

- We need access to inspect or repair part of the block or a neighbouring property. We will request access first in writing, but we may not be able to do this in the case of emergencies.
- You break the terms of your Lease, and we need access to put things right.
- A court has made an order allowing us a right to enter your property.
- A forfeiture order is made by the court.

#### Your right of access

You have the right to access your property without any hinderance from us. You also have the right to use any communal areas for the intended use, along with other residents. These include any washing/drying areas, bin store areas and communal gardens.

Although you have the right to access and use these communal areas, you do not have the right to change or alter these areas. You, or anyone living in, or visiting your property, do not have any right to store any items in the communal areas.

Please note that loft spaces are not part of the flat and should not be accessed by anyone. This is because the Landlord retains the ownership of this space, reserves the right to develop that space in future, or maintain exclusive access rights to complete repairs for the building. If access is required for any reason, please contact Repairs Services on (01323) 410000, Option 2, Option 2.

#### Your right to assign

Although you have the right to assign your Lease without prior permission i.e. to pass on or sell the Lease, you must tell us about it within 21 days. Your solicitor will ask that we sign and acknowledge the assignment notice. We charge a small administration fee to register the details of the new owner.

#### Your right to make improvements

Although you have the right to request Landlord's permission for alterations, you do not have the right to make structural alterations or changes to the architectural appearance of the property without the written consent from the Home Ownership Team of the Council.

Permission will not be refused unreasonably, however, if any permission is granted it may be subject to certain terms and conditions. Any terms and conditions will have to be signed and returned to us. You should keep a copy for your records.

If you require planning permission for such alterations, then you need to ensure that you have obtained that permission in addition to any permission granted by the Home Ownership Team.

You can obtain a form called 'Permission to Carry Out Alterations and Improvements' directly from us or by downloading a copy from the Leaseholder's section of our website.

There will be an administration fee based on an hourly rate for reviewing permissions requests, with a minimum of 1 hour. You can find further details about charges under 'Charges and Payments' in the Leaseholders' section of the website.

#### Your right to repair

You have the right to expect us to maintain your building and estate to a reasonable state of repair.

We are responsible for maintaining the fabric, structure, and common parts of your building, including any services used in common with other residents. Building repairs must be reported to Repairs on (01323) 410000 Option 2, Option 2. Or online <u>https://www.lewes-astbourne.gov.uk/article/1225/Request-a-repair</u>

You are responsible for repairs inside your own property and for all supplies that serve your flat specifically. This includes your front door and frames.

#### Your right to be consulted

#### SECTION 20 OF THE LANDLORD AND TENANT ACT 1985 (AS AMENDED BY THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002)

You have the right to be consulted before we undertake any Major Works to your block or estate if the work proposed will cost you more than £250.00.

You also have the right to be consulted before we enter into a new agreement with any contractor for more than 12 months if that partnership costs you more than £100.00 per year. This is called a qualifying long-term agreement (QLTA).

Please visit: The Leasehold Advisory Services at: <u>www.lease-advice.org</u> for further information.

#### Your right to buy the Freehold

Leaseholders have the right, as a group, to buy the Freehold legal title for the building, if they and their building qualify. This is called Collective Enfranchisement.

Once the Freehold is sold, Leaseholders take over the management of their building and the Council cease to be responsible for any repairs or works.

To qualify, certain conditions must be met:

- At least half of the Leaseholders must want to buy the Freehold.
- The block must have two or more flats.
- No more than 25% of the internal floor area must be used for non-residential purposes.
- At least two-thirds of the flats in the block must be Leasehold.
- The group of Leaseholders purchasing must be properly constituted in line with the law.

It is essential you get legal advice if you wish to apply to buy the Freehold of your building.

Please visit: The Leasehold Advisory Services at: <u>www.lease-advice.org</u> for further information.

# Responsibilities

#### Do's & Don'ts

Below are some of your key responsibilities as a Leaseholder; however, a full description can be found in your Lease. If you do not comply with the terms of your Lease your Lease will be at risk.

#### You need to:

- Pay all rents, service charges and fees (where applicable).
- Keep the inside of your property in a good and substantial state of repair, condition, and decoration.
- Not using the property for any trade or profession.
- Ensure that no water or liquid soaks through the floors; to keep the property clean; and not to use any harmful or corrosive substances through pipework from baths, lavatories, cisterns, or sinks.
- Avoid anything that can have a negative effect on the buildings insurance policy or increase any insurance premium.
- Not to drill holes into any textured ceiling/walls without obtaining an Asbestos survey (responsibility of leaseholders)
- Not put up any notice or signs on the windows or outside of the property.
- Not install window boxes or plants on any windowsills or balconies.
- Not cause or allow to be caused any annoyance or nuisance to your neighbours.'
- Not install or allow hard flooring, such as wood or laminate, to be laid in living rooms and bedrooms.

#### Doors

Any doors or door frames that are for the sole use of your property are your responsibility to repair and maintain. For example, the entrance doors to the flat, store doors etc.

Front doors that open into an area shared with another resident are an integral part of a building's fire safety system. They **<u>must</u>** comply with certain fire safety standards, as defined in law. Ever since the Grenfell fire in London, these Standards have been updated significantly and include strict inspection regimes and compliance certificates.

These standards are enforced through the Council and the regional Fire & Rescue Service. Failure to comply with these standards will lead to enforcement action.

Please contact us, and we can send you information on the current Fire Safety Compliance Guidelines.

#### Windows

Under the leases for <u>Lewes District Council</u>, Leaseholders are responsible for their windows, their maintenance and replacement. Should you wish to replace them you will require our permission.

For <u>Eastbourne Borough Council</u> Leaseholders are responsible for the glass or sealed units in the windows. The window frames, casements and hardware are regarded as part of the building structure. Therefore, the Council maintains them while Leaseholders contribute towards any costs through the service charge.

If you request permission to replace the windows yourself, we will not withhold permission unreasonably. However, we may impose conditions such as the windows remaining within the ownership and responsibility of the Council, if you are a <u>Eastbourne Borough Council</u> Leaseholder, and that the windows should only be replaced by an approved company. You should also be aware that you would still be required to contribute to any other window replacements carried out in the block, even if yours do not need to be replaced.

#### **TV** aerials

Permission must be obtained from the Council for the installation of any TV aerial or satellite dish. Please refer to Section 5 for further information on the process of requesting permission.

In addition, if required, you should also obtain consent from the Local Authority's Planning Department to ensure you are complying with any regulations.

Please note, if you live in a block of flats, you may have access to a communal satellite connection, if you are not sure, please contact Repairs Services on (01323) 410000, option 2, option 2

# 6. Repairs & Maintenance

The Council must complete repairs to the structure, common parts, and communal services to the building.

The Property Services team is responsible for any building work. This work is generally split between the Responsive Repairs and the Planned Works teams.

#### **Responsive Repairs**

Requests for repairs are managed by Property and Development under the Repairs Services Team. Examples of repairs include blocked soil stacks, missing roof tiles, path repairs, intercom systems, lift maintenance, flooring repairs or replacement etc. Please refer to section 13, Contacting Us for reporting repairs.

The Council has a Qualifying Long-Term Agreement (QLTA) in place for routine repairs and maintenance to all properties it owns and manages. This service is currently delivered through Mears Group PLC with service requests handled by the Repairs Servicing Team.

#### **Emergency repairs**

The Council also operates a 24-hour service for emergency repairs, which it is responsible for.

An emergency repair is defined as a repair which, if not dealt with quickly, could affect the health, safety or security of people using the building, or the structure of the building itself.

Examples of emergency repairs that the Council is responsible for include:

- Fire (ring 999 and ask for the fire brigade).
- Leaking pipes causing extensive damage to communal areas.
- Sparking or dangerous electrics in communal areas.
- Total loss of electricity to the whole building.
- Total loss of drinking water to the whole building.

If you suspect a gas leak, open windows to ventilate the property and turn off the gas at the mains tap. Do not turn any power or light switches on. Do not light a flame or use any appliances. Leave the property and contact the **National Gas Emergency Service on 0800 111999**.

For any other emergencies, please call the main Council contact number (see below) and select the emergency repair option.

# Cyclical Re-decoration & Preventative Maintenance

The Planned Works Team manages the cyclical repair, and re-decoration works for the block, incorporating 'preventative maintenance' to maintain items before they become beyond economic repair.

You will contribute towards the cost of repairs through your Future Repairs Reserve Fund. Please refer to Section 8 for further details.

The cost for the work undertaken on your behalf, in accordance with the lease, is shared between Leaseholders and the Council. The Council's social housing tenants pay towards these costs through their rents.

#### **Rechargeable Repairs**

If we must make a repair because of damage caused by you, your tenant, a member of your family/household or a visitor to your home, we will charge you for the whole cost of the work.

# 7. Shared Ownership

This is when a Leaseholder buys a portion of the leasehold title in a flat or house. The shared owner then pays a rent on the proportion they do not own as it still belongs to the Landlord. The greater the portion owned by the Shared Owner, the lower the Rent.

Shared Owners can buy further portions through a process known as 'Staircasing.' The additional portion must be valued by a Surveyor, usually one that belongs to a recognised industry body such as the Royal Institute of Chartered Surveyors. You can appoint your own Surveyor to produce a Valuation Report, but they must be approved by the Landlord.

To sell the property, you will need to offer the property back to the Landlord under the terms of your Lease. The Landlord can turn down the offer by issuing a written confirmation. Otherwise, the Landlord can follow the procedure set out in the Lease to find alternative buyers from its own records.

The procedure for staircasing, selling the property or details on rent payments and increments are all detailed in the Lease. However, please contact the Home Ownership team if you need further advice. (think about the wording for being liable for the whole)

# 8. Living in Your Home

#### Insurance

#### **Buildings insurance**

The Council, as the Freeholder, are responsible for arranging the building insurance for your block.

The premium for the building's insurance is re-charged to Leaseholders. A copy of the annual summary of cover can be seen on our website or requested, along with the complete policy.

The policy covers the full reinstatement value of your block. It provides cover against fire, lightning, explosion, earthquake, smoke, storm, or flood, escape of

Capital water, riot, civil commotion, strike, labour or political disturbance, malicious persons, theft or attempted theft, subsidence, heave (*upward movement of the ground from soil expansion*) or landslip, trees or branches, falling aerials or satellite receiving equipment, impact, accidental damage to drains, pipes, cables, oil tanks and glass. The policy does not cover wear and tear. An excess may also be payable. Further information as to the amount can be found on our website.

It is your responsibility, as a Leaseholder to inform the insurers and <u>leasehold@lewes-eastbourne.gov.uk</u> if you are going to be absent from the property, or if the property is not going to be occupied for its intended purpose, for more than 30 consecutive days. If you do not, then the insurance and any claim may not be valid.

#### Making a claim

If you need to make a claim for a part of the building covered by the policy, then please contact the Insurance Officer via 01323 410000 or 01273 471600.

#### **Contents insurance**

The responsibility to obtain contents insurance is yours, and although it is not compulsory, it is strongly advised that you take out personal household contents insurance to cover yourself against burglaries and accidental damage to your own belongings and those of other people.

The Council have teamed up with Aviva, the UK's largest insurer, to provide a home contents insurance scheme. This is available for all Lewes District Council and Eastbourne Borough Council tenants and Leaseholders. The package offers a policy with exclusive rates and a range of optional extras, there is no excess to pay if you need to make a claim and you can pay monthly by direct debit. The optional extras that you can cover are: Accidental Damage, Personal Belongings, Wheelchairs and Mobility Scooters and Hearing Aids. Please see our website for more details.

#### **Cleaning & Grounds Maintenance**

If we have long-term contracts for cleaning and grounds maintenance of your block, it will be included in your service charges. It is the responsibility of all residents, however, to ensure the block and estate are kept to a clean and tidy standard.

# Noise, Nuisance and Neighbours

Noise can be one of the biggest and most common causes of neighbour disputes, so we ask Leaseholders to be considerate of neighbours. The Lease details your responsibilities to neighbours and to the Council regarding nuisance. The following types of behaviour can be described as a nuisance:

- Threats of violence (please report to Police immediately)
- Regular loud disputes that can be heard in other flats or in communal areas
- Unusual volume of traffic to the property
- Ball games in communal areas, abusive language, or behaviour
- Playing TV or music very loud so that it disturbs other neighbours.

If possible, please discuss any noise concerns with your neighbours first before speaking with the Council about it.

#### **Harassment and Violence**

It is a condition of your lease that you, any tenant, or anyone living with you or visiting you will not cause, commit, or threaten any form of harassment, nuisance, or other antisocial behaviour. All tenants and Leaseholders are bound by the same condition, whether in a Lease or tenancy agreement. Prompt action will be taken by the Council against any resident behaving antisocially. In extreme cases this action can lead to the eviction of a tenant or the forfeiture of a lease from a Leaseholder. Please refer to page 5 of this handbook, which explains what forfeiture means.

# 9. What are Service Charges?

#### **In Summary**

Your service charge is used to cover the costs incurred by the Council in managing and maintaining your block and the surrounding estate.

Leaseholders pay a proportion of all our expenses for the block according to the apportionment detailed in the lease.

Council tenants contribute towards charges through their rent payments.

Council tenants are not subsidised by Leaseholders and Leaseholders are not subsidised by Council tenants.

The Landlord and Tenant Act 1985 states that service charge costs must be reasonably incurred, and the services or works must be completed to a reasonable standard. This legislation is in place to ensure that we provide you with value for money.

The Council can only charge for work or services if a demand for payment is made within 18 months of when the costs were incurred. However, if you are notified in writing during this 18-month period of a requirement to contribute towards a cost, you will still be required to pay even if you are not invoiced within that period.

Your service charges may include (but are not limited to):

- Responsive repairs and maintenance
- Buildings insurance
- Communal cleaning
- Communal grounds maintenance
- Communal electricity
- Major works & fees
- Future Repairs Reserve Fund contributions
- Management fees

#### **Further Details**

#### **Ground Rent**

The amount of ground rent you pay per year is stipulated in your lease.

#### **Reserve Funds**

The Council has the right to invoice for amounts to be put to reserve (the Future Repairs Reserve Fund) for use towards future major works costs. Please see Section 8 for more information.

#### **Management Fees**

The Council charges management fees on service charge expenditure, to cover the costs of the leasehold management of the block.

# Billing

Your service charge year matches the Council's financial year of the 1<sup>st</sup> of April to the 31<sup>st</sup> of March.

You will receive estimated, or interim service charge invoices each year. The estimated invoice is payable in half yearly installments on 1<sup>st</sup> April and 1<sup>st</sup> October.

Within six months of the end of the year, (by the end of September), the Council will calculate the actual costs for your block for the previous year. We will compare the actual costs with the estimated costs, issued at the start of that year. This is commonly referred to as your 'Reconciliation.'

If any costs were overestimated, you will receive a credit on your account by 1<sup>st</sup> October. If any costs were underestimated, you will receive an invoice on your account by 1<sup>st</sup> October.

However, if we are unable to provide these invoices in time, we will issue a summary of costs under section 20b of the Landlord and Tenant Act 1985.

# **10. Future Repairs Reserve Funds**

#### What is a Reserve Fund?

The definition used by the Royal Institute of Chartered Surveyors (RICS) is:

"A reserve fund is a pool of money created through the payment of service charges which are not immediately needed towards repairs, maintenance or management, etc. but which are collected and retained to build up sums which can be used to pay for large items of infrequent expenditure (such as the replacement of a lift or the recovering of a roof) and for major items which arise regularly (such as redecoration of the common parts)."

The Council has chosen to adopt the RICS Service Charge Residential Management Code as leading good practice.

#### How is the Reserve Fund Calculated?

If you are an Eastbourne Borough Council Leaseholder, your Future Repairs Reserve fund is calculated on a block basis, it is not individual to each leaseholder.

The Council maintains an asset management plan for all blocks, which is reviewed annually. The plan estimates the lifespan for each element of the building, based on a combination of industry good practice and past survey data, and a repair rate based on current market costs.

The estimated cost of each element is then calculated on an annual basis by dividing the cost by the lifespan from the year the plan is generated.

The reserve fund contributions are capped. Once the works are completed, any shortfall will be due for payment. As the contributions are capped then it is likely that a reserve fund will not cover the total cost of major works.

If you are a Lewes District Council Leaseholder, you will be paying a nominal amount towards the reserve fund each year, but this is under review.

# What can I use my Reserve Fund for?

This will depend on the building you live in and the surrounding communal areas. Items that are generally covered include major repairs which cost more than £250 per Leaseholder. This could include work to:

- External repairs
- Communal main entrance doors
- Door-entry systems
- Windows (communal and dwellings)
- Roofs
- Facias, soffits, guttering and downpipes
- Lifts
- Communal floor coverings
- Rewiring of the landlord's electrical supplies
- Emergency lighting and alarms
- Fire detection equipment
- Communal TV aerial and satellite systems
- External landscaping

# Why pay into a Reserve Fund?

You are required to pay into a reserve fund under the terms of your Lease. A reserve fund pays towards the replacement of the communal elements of the building you live in. It is the responsibility of all Leaseholders living in your block to contribute towards these costs. This is in line with standard practice in the industry.

Building reserve funds gradually for future capital expenses helps to reduce the frequency and impact of large, unexpected bills. This will help with planning and budgeting. You may want to budget for the cost of future repairs on a long-term basis though, as the reserve fund will not necessarily cover all future repairs and major works. The reserve fund also helps to ensure the building is regularly and properly maintained to a standard compliant with the leases.

# What happens if I sell my property?

The reserve fund you contribute will continue to be held in trust by the Council for future works to the building. Your valuer should take account of your reserve fund in the valuation of your property, as it means future owners of your home will not be paying unfairly for items that were wearing out whilst you held the lease.

# Will I always pay the same amount into the Reserve Fund?

Not necessarily. The Future Repair Reserve Contributions Plan will be reviewed on an annual basis and, naturally, any works completed will disappear and new, future items added. In the plan, you will see regularly occurring items, such as cyclical redecorations, and then less frequent, larger items, such as whole roof replacements.

Leading up to when works are due, the Council will arrange an in-depth building survey for your block, with the aim to:

- a) Confirm the condition of the element requiring repair
- b) Establish if a repair is required when planned. If not, then the repair will be delayed until a future date and the reserve fund contributions will be recalculated

# What happens if part of my building needs replacing before or after the forecasted lifespan?

Calculations around lifespan and expected replacement costs are not an exact science, for example a flat roof could last 30 years and a pitch roof could last 50 years. Sometimes a component will last much longer than we expect, while others fall short of their expected life. Where necessary, after our annual review, we will adjust the contributions you make to the reserve.

# What happens if I purchased my property under the Right to Buy?

As part of the Right to Buy process you are notified of expected service charges over the upcoming 5 years, and this will include future fund contributions.

# **11. Paying Your Charges**

#### What does your Lease say?

Your lease stipulates that your service charges should be paid in equal half yearly installments in advance on the 1<sup>st of</sup> April and the 1<sup>st</sup> of October.

#### **Payments**

#### Annual service charges

Your regular annual service charges should be settled within 28 days of your invoice unless you have a Direct Debit or standing order in place, or you have made an alternative arrangement with the Home Ownership Team.

#### Major works service charges

We understand that Leaseholders are not always able to pay large bills for major work without adjusting their budgets or arranging loans. The 'Major Works Payment Policy' is in place where these charges cannot be immediately met.

Further information can be seen on our website or by contacting the Home Ownership Team.

You can pay your service charge invoices in the following ways. All payment options can also be found on the invoices:

**Standing orders**: Please see the back of your most recent invoice for bank details.

**Direct Debits:** For Eastbourne Borough Council Leaseholders, a Direct Debit can be set up over the telephone. Please refer to section 13 'Contacting Us' to arrange this.

For Lewes District Council Leaseholders, a copy of a Direct Debit mandate can be found on the website, or a hard copy can be sent in the post, on request. Direct Debits are collected on the 1st working day of each month.

**Telephone payments:** Payments can be made by credit or debit card over the telephone by calling our Customer Contact Centre

#### **Unable to pay Service Charges?**

Not paying for your charges is a direct breach of your lease and could result in you losing your home. If you have any difficulty paying your service charges via any of the options available, you should seek independent advice and contact us to discuss your options.

# **12. Your Voice**

The Council is committed to involving our residents in the day-to-day running of our organisation. Any input you can provide ensures that we are providing the highest quality services to our customers and helps to continually improve them.

For further information about our Leaseholders Panel and about current opportunities for involvement, please contact the Homeownership Team at Leasehold@lewes-eastbourne.gov.uk.

# **13. Making a Complaint**

If you have spoken to a member of staff and do not feel your concerns are being dealt with properly then you may wish to make a formal complaint through our complaint's procedure.

Any complaint made will be logged, acknowledged, investigated, and responded to accordingly. Please contact us if you wish to have a copy of the complaint's procedure.

#### How to complain

By emailing: customerfirst@lewes-eastbourne.gov.uk

In writing to:

Complaints, Eastbourne Borough Council, Town Hall, Grove Road, Eastbourne, BN21 4UG

Or

Complaints, Lewes District Council, 6 High Street, Lewes, BN1 2AD

# 14. Contacting Us

Eastbourne Borough Council Town Hall Grove Road Eastbourne BN21 4UG Lewes District Council 6 High Street Lewes BN7 2AD

Tel: 01273 471600

Tel: 01323 410000

Website: www.lewes-eastbourne.gov.uk

**Home Ownership Team:** Service charge bills, responsibilities under the Lease, Landlord information packs, consultation on major works, buildings insurance claims, permission for improvements, selling or sub-letting your property.

Email: Leasehold@Lewes-eastbourne.gov.uk

**Neighbourhood Housing Team:** Report of anti-social behaviour or neighbour disputes

**Neighbourhood Services Team:** Maintenance of external areas such as lawns, shrubs, and hedges

Email: customerfirst@lewes-eastbourne.gov.uk or

#### **Repairs Helpdesk:**

Eastbourne Residents - 01323 410000 (option 2 then, option 2 again) Lewes Residents - 01273 471600 (option 2 then, option 2 again)

Online: Please use the 'report a repair' page on the main website

Leasehold Advisory Service Fleetbank House 2-6 Salisbury Square London EC4Y 8JX

Tel: 020 7832 2500 Website: www.lease-advice.org

Eastbourne Citizens Advice Bureau Highlight House St Leonard's Road Eastbourne BN21 3UH **Tel**: 0344 411 1444 **Website**: www.citizensadvice.org.uk

Lewes Citizens Advice Bureau 3 North Court Lewes BN7 2AR	Seaford Citizens Advice Bureau 37 Church Street Seaford BN25 1HD
<b>Tel</b> : 01273 473082	<b>Tel:</b> 01323 896209
Newhaven Citizens Advice Bureau The Summerhayes Centre Marshall Lane Newhaven BN9 9RB <b>Tel</b> : 01273 612360 (by appointment only)	Peacehaven Citizens Advice Bureau The Neville Room The Meridian Leisure Centre Meridian Way Peacehaven BN10 8BB <b>Tel</b> : 01273 585493 (by appointment only)

Telscombe Cliffs Citizens Advice Bureau Telscombe Civic Centre 360 South Coast Road Telscombe Cliffs BN10 7ES **Tel**: 01273 473082 (by appointment only)