

Home Ownership with Onward: A guide for leaseholders

About us.

Onward Homes (Onward) is a Registered Social Landlord providing housing services for 35,000 properties, approximately 6,000 of which are owned by leaseholders.

Contour Property Services Limited (CPS) is a subsidiary of Onward. Where this handbook refers to Onward or properties owned or managed by Onward, this also includes CPS and any properties owned or managed by CPS.





Introduction.

This guide is for residents who have purchased the leasehold of their home through traditional Leasehold, Shared Ownership, or the Right to Buy or Right to Acquire.

As we have many different types of lease, this guide is not a comprehensive interpretation of the law, nor does it override or affect the terms of your lease. It is important that you read your lease carefully. If there is anything in your lease that you do not understand, we recommend that you take independent legal advice.

If there are any differences between this guide and your lease, the lease will always take precedence.



Your lease will refer to you as the tenant, leaseholder or lessee and the freeholder as your 'landlord' or lessor. The lease may also specify the name of the managing agent. When a lease changes hands, the document is not altered, this means that when you look at your lease, unless you are the first owner, the named parties might be different.

The lease sets out the legal agreement between all parties, or their successors in title, and specifies your rights and responsibilities and those of the freeholder and any managing agent.

The lease will have a plan attached showing the boundary of your property and, if it's an apartment, the block in which it is situated (the building), together with any garden and/or outbuildings included. The plan will usually show the neighbourhood your building is in (the estate) and any communal areas that you may be entitled to use within that estate.

Generally, as a leaseholder, you will be responsible for the inside of your home and the Freeholder will be responsible for the exterior of the building, any communal areas, and the land on which the property is situated. Your lease will specify who is responsible for what.

Service standards.

We aim for Excellent Home Ownership Management, which means that our services should be accessible and clear, that our customers have confidence in our ability to control finances effectively while achieving value for money, and that we deliver on our promises.

Customer engagement & feedback.

Compliments

If we have provided you with outstanding service or a member of the team has gone the extra mile, you can let us know **here**.

Complaints.

A complaint is where you are dissatisfied with our standard of service, action or lack of action from our staff or contractors acting on our behalf. We will always try to work with you to resolve a query without you having to make a formal complaint. However, where we are unable to do that, we will address your dissatisfaction via our Complaints Resolution Policy, which can be found on our website. You can also contact us by email at homeownership@onward.co.uk.

Newsletters.

At least once per year, all owners will be sent a newsletter from the Head of Home Ownership

Homeowners Forum.

The Homeowners forum meets regularly and provides an opportunity for leaseholders to help us develop and improve our policies and procedures. All leaseholders are welcome to join and attend meetings, which are held virtually. We may sometimes limit the number of leaseholders representing each scheme to ensure a balanced discussion.



Section 20 (S20) consultation.

Section 20 of the Landlord and Tenant Act 1985 requires that a landlord must consult with tenants who are required under the terms of their lease to contribute to costs incurred in relation to works and services in certain circumstances.

If we intend to carry out works which will require a contribution of more than £250.00 per leaseholder, or if we intend to enter into a long-term agreement where the annual cost per leaseholder is more than £100.00, we are required to undertake formal consultation. Once we have entered into a long-term agreement and intend to carry out works under that agreement, we are required to consult again at that point.

We will provide guidance on the process and how you can provide feedback whenever we carry out this form of consultation.

Service charges.

These are charges that you pay to Onward as your share of the cost of managing, maintaining and repairing, insuring, and providing services to the block or estate in which you live.

The legal definition of a service charge is "an amount payable by a tenant (leaseholder) of a dwelling as part of or in addition to the rent, which is payable, directly, or indirectly, for services, repairs, maintenance, improvements, insurance, or the landlord's costs of management".

Services charges should be fair and reasonable, and we keep our costs under regular review to ensure we can deliver value for money from our services.

How we set your service charges.

Each year we review the service charge, taking into consideration actual expenditure from the previous year and the current year to date, any known increases from our suppliers, property maintenance plans and any changes to legislation or services. We then prepare a service charge estimate and issue that to you prior to the commencement of each financial year.

How we manage your service charges.

We regularly review actual expenditure against the estimates throughout the year. We will communicate any large variances to leaseholders as required and will provide relevant updates in scheme newsletters and through resident association meetings.

Queries about service charges.

We aim to ensure that charges are fair and reasonable and will provide an explanation of any significant changes with your service charge estimate. If you believe we have made a mistake or you do not understand any charges, please contact us and we will be happy to investigate and respond to your query. You can email us at homeownership@onward.co.uk.

While we are investigating your queries, you should continue to pay your service charges in the normal way. After we have investigated, if you are unhappy with our responses*, any issues that remain in dispute can be referred to a First-Tier Tribunal (Property Chambers) or an arbitration panel. Any decision made by the Tribunal is binding for both parties. The Tribunal may charge to hear your case and both parties must cover their own costs.

Further information can be obtained from:

First-Tier Tribunal (Property Chambers)
Residential property: Northern region
1st Floor
Piccadilly Exchange
2 Piccadilly Plaza
Manchester
M1 4AH

Email: rpnorthern@justice.gov.uk

Paying your service charge and/or rent.

Shared owners pay rent on Onward's share of the property. The way we calculate your rent is specified in your lease agreement. Shared Owners may also pay a service charge.

We will provide details of how to pay with your annual service charge estimate or rent review letter. If you pay by direct debit, we will amend the direct debit.

Some leases contain a clause that allows us to charge interest on late payments or admin fees for the extra work involved in managing missed payments. To avoid extra charges building up, please do not ignore any letters or phone calls from Onward. If you fall behind on your payments, you must contact Onward's Income Management Team as soon as possible discuss the debt. Your home may be at risk of repossession if you don't work with us to resolve the debt.

If you are experiencing financial difficulties and need further independent advice, we can refer you to organisations that can help. To find out more about our approach to income management you can read our Income Management Policy on our website

End of Year Accounts.

If you pay a variable service charge, at the end of each financial year we will reconcile the actual expenditure, against the service charge estimate issued at the beginning of the year. We will issue a set of accounts detailing the amounts spent under each service charge heading.

If the actual expenditure is more than the estimate there will be a shortfall, known as a deficit, and you will be required to pay your share of the deficit.

If the actual expenditure is less than the estimate, there will be a credit, known as a surplus. Depending on the requirements of your lease, we will either refund your share of the surplus, or roll it over into the next year.

Your lease tells us how we should manage a deficit or surplus balance and this will be confirmed when we issue the accounts.

If you pay a fixed service charge, we do not provide end of year accounts.

Reserve funds.

A reserve fund is a pot of money that leaseholders contribute towards to cover the cost of major or cyclical work, such as roof or lift replacements or internal redecoration. The money is held by Onward in a separate bank account and earns interest. If you sell your home, the money in the reserve fund stays with the property and is not refunded to the leaseholder.

Ground rent.

If the lease allows Onward to charge a Ground Rent, this will be detailed on your annual service charge budget statement.

The ground rent is a fee for having a property that is on land and/or premises that you do not own. The lease sets out the amount of ground rent that is to be paid each year and is a separate fee to your service charges. Where ground rent is payable, this will be demanded in line with the terms of the lease. If your freeholder is someone other than Onward or Contour Property Services, they will bill you separately for ground rent

Management fees.

Management fees are calculated based on the costs incurred to deliver our services and include:

- Producing and issuing annual service charge estimates
- Producing and issuing annual service charge statements/year end accounts showing actual income and expenditure and summary of balance of funds held, including management of the independent examination of those accounts.
- Collecting and allocating service charge receipts to Leaseholders' service charge accounts
- Managing a scheme's current accounts and reserve funds (where applicable)
- Regular visits to site to visually check its condition, health and safety compliance and assessing the standard of services we are providing.

Management Fees are increased annually in line with the Consumer Price Index (CPI). When the CPI is a negative figure, the management fee will be frozen.

Assurance fees.

Where the lease requires us to, Onward will appoint external accountants to provide service charge assurance and we recover the cost from Leaseholders. Assurance provides leaseholders with confirmation that a qualified accountant has reviewed your accounts and is satisfied that they meet current accounting guidelines and are accurate and valid.

Administration fees.

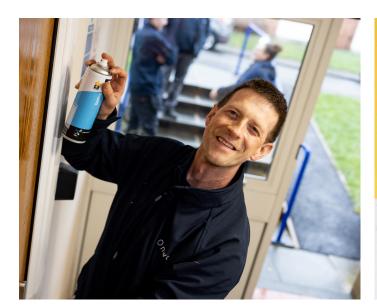
Administration fees are charged for ad-hoc services that are not covered by the Management Fee. We will always confirm whether a fee applies when leaseholders enquire about a service. A full list of our administration fees is available on request.

Project management fees.

Onward will charge a project management fee to cover the cost of consulting, procuring and overseeing major and cyclical works. The fees are based on the complexity of the work required and are a fair representation of the time taken and expertise required to manage major and cyclical works programmes.

Summary of Rights & Obligations.

We will issue a Summary of Rights and Obligations with all demands for payment.





Repairs and Maintenance

Day to day repairs.

Generally, for leasehold properties, Onward is responsible for maintaining and repairing the structure and outside of your property and any communal areas. We charge leaseholders for the costs of these repairs through your service charge. You are responsible for repairs to the inside of your home including the fixtures and fittings. Repairing responsibilities may vary by lease, so if you are not sure what repairs are whose responsibility, you should check your lease or contact us.

You can report a repair during normal working hours by telephone or email. Not all repairs are urgent, and we need to prioritise them in the most efficient way. Repair response times vary. We will tell you what priority your repair has been given when you report the issue to us. If the repair is urgent, then you must contact us by telephone on 0300 555 0600.

Out Of Hours repairs (OOH).

If you need to report an emergency repair outside of normal office hours (Monday, Tuesday, Thursday, Friday – 8am to 8pm / Wednesday – 10am to 8pm) you can still contact us by telephone and your call will be taken by our out of hours call team. The out of hours service is for emergencies only. The number to call is included at the end of this guide.

Major works and cyclical works.

Major and cyclical works are usually planned, and we will use a stock condition survey to decide what is needed to your scheme over the next 30 years. We will share this plan with you and consult using S20 if required before carrying out any work.

Where there are sufficient funds available, we will pay for any major or cyclical works using the reserve fund and leaseholders will be told how and when these funds will be used. Where there are not enough funds, leaseholders will be invoiced separately for the cost of the work.

Long term contracts.

To achieve the best value for money, we enter into long term contracts for services such as grounds maintenance, window cleaning or utilities. Where required, we will consult with leaseholders under S20 before entering these contracts. Long-term contracts are those contracts that will be in place for 12 months or more.

Your home and estate

Car parking.

Some leaseholders have a car park space assigned to them. In this instance, your parking space will be specified in your lease and shown on the lease plan. If you have not been allocated a specific parking space, then parking is on a first come first served basis. Some car parks are managed by an external parking company, who will issue fines to vehicles parked in the wrong place. Onward will not intervene in any parking-related disputes.

Keys & Access codes.

For the safety of yourself and your neighbours, please do not share keys or access codes with anyone outside your household.

For Sale / To Let board.

Most leases do not allow you to put up 'For Sale' or 'To Let' boards in any of the common parts of the building or attach them to the building, railings, or fencing. We may apply charges if we have to contact you or your agent to have these items removed or if we have to remove them on your behalf.

Satellite TV.

Most leases do not allow owners to install satellite dishes onto the exterior of the building. We may apply charges if we have to contact you or your agent to have these items removed or if we have to remove them on your behalf.



Grounds maintenance and environmental services

Waste and recycling.

Homeowners must make sure they use the correct bin for disposing of rubbish. Breaking down large items such as boxes will prevent bins becoming too full. You should have enough bins for the size of your scheme and the local councils will not provide extra bins if they have already calculated the correct amount of bin storage.

If bins get regularly over full, the council or bin collection team may not empty them. This can lead to environmental issues such as rodents and encourages fly tipping. Where bins are overflowing, we will arrange one-off bin clearances, but the cost of this will need to be met by the scheme and can be expensive. To avoid incurring extra costs, always:

- Make sure large items are crushed down
- Put waste in the correct bin
- Arrange for bulky items to be collected by the Council (fees may apply)
- Take excess rubbish to the local tip
- Report any overflowing bins to us immediately
- Some councils will provide extra recycling bins, for an additional fee. If owners agree that extra bins are required and there is adequate space, we can order these and recharge the costs to the scheme.

If your property is sublet please share this information with your tenant and the managing agent.

Sustainability.

As an organisation, Onward, aims to balance its social, economic, and environmental priorities to find the best way to provide comfortable, resilient, resource-efficient homes and services. This will include looking at new approaches, systems, and partnerships. We will engage customers as much as possible and encourage leaseholders to join us on our "journey to sustainability". Leaseholders may be entitled to grants to insulate their homes or to install a more energy efficient boiler. The Government website has regular updates and information for homeowners including how to access grants - www.gov.uk/environment/climate-change-energy-energy-efficiency Leaseholders must obtain permission from Onward before carrying out any alterations or adaptations to their property.

Fly tipping.

If you notice fly tipping, you should take photos of the items (if it is safe to do so) and report the issue to us. We will arrange to have the items removed and where we can identify the person responsible, we will take action to recover any costs directly from them. However, where the offender cannot be identified removal costs will be recharged to the scheme.

We will make every effort to tackle fly tipping, including working closely with local councils. It can take a long time to address these issues, but where possible we will keep owners updated on our progress. To support this work, it is vital that owners report all matters of fly tipping to their local council and then to Onward as soon as possible.

Green areas.

All communal gardens are maintained by trained grounds maintenance teams who are required to meet our standards. Whenever we visit site, we will check that these standards are being met.

Trees.

We have a tree policy which encourages the growth of trees and shrubbery. We will only normally prune or remove trees if they are:

- · Dead, dying or diseased
- Dangerous (i.e. through storm damage)
- Causing damage, or likely to cause damage, to property
- Breaking Highway Regulations
- · Identified as part of our maintenance programme

We will not prune or remove trees if they are:

- Blocking sunlight
- Interfering with TV/phone signal
- Obstructing views
- Interfering with private vegetation
- Protected under local authority legislation

This is because we understand the importance of maintaining green areas for the environment and the health and well-being of the community and local wildlife.

You can find our **Environmental Services Handbook** on our website and our tree policy is available on request.

Tree maintenance costs are not included in the grounds maintenance element of your service charge, they are charged as a separate item as and when required. You should report any tree related issues to us as soon as you notice them.

Cleaning and window cleaning.

Where we are required to provide cleaning and window cleaning services, our contractors will visit your scheme on a regular basis and ensure that the internal communal areas and communal windows are kept clean.

Whenever we visit the site, we will check that cleaning standards are being met. If you want to provide feedback on the performance of our contractors, please email us with a photo of the work in question.

Scheme inspections.

If your scheme has internal communal areas, we will visit once per month to carry out a scheme inspection.

This allows us to keep an eye on things like:

- Repairs or maintenance issues
- · Quality of services, eg, cleaning, window cleaning, gardening
- Fly tipping or waste management issues
- H&S issues such as door mats and other items being left in communal areas

If your scheme does not have any internal communal areas, then an inspection of external communal areas will take place every 2 months. We welcome customer's joining us on scheme inspections.

Those customers who live on larger schemes may wish to set up a Residents Committee, who can communicate shared issues or queries with us. We will let the Committee know when visits are due to take place and keep them updated on any issues, queries or actions taken. If you would like help in setting up a Residents Committee, please contact us.

We will aim to let customers know when inspections will take place using newsletters or notice boards or by sharing details with Residents Committees (please note that visit dates can be subject to change, we will aim to communicate any changes in advance wherever possible).

If your scheme has no internal or external communal areas, then no inspections will be required. This will usually apply to a scheme where a minimal or no service charges are payable.

Keeping you safe.

Communal areas.

We conduct regular inspections to ensure that:

- No items are left in the communal area as they could obstruct you or the emergency services services, or potentially cause injury
- All meter and alarm panels are always accessible
- Fire doors in the building are operating correctly and free from obstruction.

For everyone's safety, we operate a zero-tolerance policy to any items that might pose a potential hazard.

Any items or obstructions found within communal areas including riser cupboards will be removed. If there is no immediate risk or the item is perceived to have value; notice will be given of our intention to remove the item. Any item not claimed within 7 days of expiry of this notice will be disposed of permanently. Onward will not be liable for any damage to the item during disposal. Owners of any obstructions will be responsible for any costs associated with the disposal of the item.

Gas safety.

As a leaseholder, gas safety in your home is your responsibility. It is essential that your gas appliances are serviced annually by a Gas Safe registered engineer and that any installation or maintenance of your gas appliances and associated flues and pipes are carried out by a Gas Safe registered engineer. To find a Gas Safe Registered Engineer, please visit the Gas Safe Website.

If you suspect there is a gas leak in your home, you should immediately do the following:

- Call the Gas Emergency Services free phone number on 0800 111 999
- Open all the doors and windows to your property
- Shut off the gas supply at the meter control valve
- Do not use any plug or light switches until you are told it is safe to do so.

If you have tenants living in your home, then you are classified as a landlord and are responsible for ensuring that you meet a landlord's requirements for gas safety. The Health and Safety Executive (HSE) runs a free Gas Safety Advice Line on 0800 300 363. For further information visit www.hse.gov.uk/gas or www.gassaferegister.co.uk

We do not allow portable gas appliances in blocks as these pose a significant risk to others in the block and neighbouring properties.

Fire doors - flat entrance.

All flat doors must be fire doors, this is to ensure that in an emergency you and your household are kept safe. If your lease specifies that you are responsible for your own front door, then you must ensure it is kept in good condition.

Please do not replace or make alterations to your front door without seeking consent from Onward first. This is because any replacement front door must meet fire door safety requirements. If your existing door does not meet the fire door safety requirements, you may be asked to replace it with one that does. This is to ensure the safety of all residents in the building. For high rise buildings, those over 11m tall, your flat entrance fire door will be inspected on both sides annually by a trained fire door inspector.

DO

- · Look after your door
- Ensure your flat entrance fire door always closes behind you.

DON'T

- Drill or screw anything to the door as you will compromise its fire rating. This means doorbells, nails for decorations, cables, or by changing components such as handles or door knockers.
- Disconnect the closing device.

Fire doors - communal doors.

We will inspect the communal doors every time we visit and also for 11m+ buildings, every quarter via a trained fire door inspector. A Fire Risk Assessment will be carried out every 1-5 years, depending on the requirements of your site. During these inspections we will make sure your fire doors are safe and secure.

If you notice any damage to any fire door, its strips or smoke seals, or a door not self-closing properly, then please tell us straight away.

DO

· Report any concerns about communal doors to us straight away

DON'T

- Prop open any communal doors
- Obstruct any communal doors
- Tamper with the door closers or any part of the communal door

Fire safety in communal buildings.

We will make it clear what to do in the event of a fire in your block, ie, whether you should **stay put** or **evacuate**. This will be displayed near the main entrance in communal areas of your building where applicable. You must adhere to whatever policy is in place. If you or someone in your household will have difficulty evacuating in an emergency, you must let us know. We will complete a Personal Emergency Evacuation Plan (PEEP) and ensure the fire service know that you need extra help.

If you have tenants living in your property, you are responsible for ensuring that you complete a PEEP review for them at least annually and whenever there is a change in occupancy, or if your tenants' personal needs change. You must provide us with a copy and we may charge an admin fee for keeping these records up to date.

Permissions

Home improvements.

You must request permission before carrying out any adaptations, alterations or improvements to your home and your request must be made in writing, by email or via our website.

We will not withhold permission for adaptations or improvements without good reason, but you must pay a fee and provide certain information before we can make a decision.

We do not give permission for leaseholders of flats to access, use for storage or any other purpose, adapt or improve any loft space. The installation of CCTV, including doorbell cameras, is classed as an alteration and is covered by our Adaptations and Alterations Procedure. If the CCTV installation is intrusive to neighbouring properties/communal areas or deemed to be causing a nuisance permission to install CCTV and/or doorbell cameras may be denied or withdrawn

We will always abide by the terms of the lease when making decisions on home improvement requests.

Subletting.

Where a lease allows sub-letting with our consent, leaseholders must notify us of their intention to sub-let prior to agreeing a let and must meet our reasonable requirements in relation to granting consent, including paying our admin fees.

If your property is sublet we will not communicate with your sub-tenant.

Where a lease expressly prohibits sub-letting, we cannot allow it and will take the appropriate action if we become aware of illegal sub-letting.

Pets.

All homeowners should refer to their lease before getting a pet. Some leases prohibit having any pets, while other leases will state that you must get permission from us before getting a pet.

We will review each request to keep a pet and will charge a small admin fee for doing so. If your lease says that you cannot have a pet, then permission will not be granted and any pet already in the property will need to be re-homed.

If your lease says that you can have a pet with our permission, then we will only grant that permission if the terms of our pet procedure are met. We can withdraw permission to keep a pet at any time and will always withdraw permission if your pet causes a nuisance.

If we take action against you for any nuisance caused by a pet in your home, we will charge a fee for doing so. Our pet procedure and a pet application form are available from us on request.

If you sublet your home, you must make sure your tenants know the procedure about keeping pets.

Rights

Right to Manage.

The Right to Manage (RTM) allows some leaseholders take over management of the building. Where a group of leaseholders chooses to exercise this right, Onward will provide the information and documents required.

To qualify for RTM, the scheme must meet certain conditions and a minimum number of leaseholders are required to take part. The process can be complicated, and leaseholders will need to seek their own independent advice and consider the costs associated with RTM.

Enfranchisement.

Leaseholders of qualifying schemes may have the right to enfranchisement, which means that leaseholders can buy the freehold of the building. To qualify for enfranchisement, the building and leaseholders must meet certain conditions. The process can be complicated, and leaseholders will need to seek their own independent advice and consider the costs associated with enfranchisement.

Right to Inspect (S22).

Under Section 22 (S22) of the Landlord and Tenant Act, leaseholders have the right to inspect documents relating to their service charges within a period of six months from receipt of the summary. You can make a request under S22 by serving us with a S22 notice.

Lease Extensions.

All leases have an expiry date. Your solicitor should have confirmed the lease term when you purchased the property. If you are not the first person to have purchased your property you will not have the original number of years available on the lease.

The value of a lease goes down over time. It is recommended that you extend your lease before it reaches 80 years or below to avoid any difficulties with sales or re-mortgaging.

For those leaseholders who are allowed to extend their leases, we offer an informal method of doing so, or you can follow the statutory route. Some leases do not allow lease extensions and for those customers we will offer an extension on a discretionary, case-by-case basis via the informal route. All costs associated with a lease extension will need to be met by the leaseholder. For more information about lease extensions please contact us.

Selling your home.

Onward will provide initial advice and guidance to leaseholders wishing to sell their homes. We will be clear from the onset about our role in the re-sale and will communicate with the appropriate parties involved in the sale when required. We will provide information to solicitors when requested and will charge a reasonable fee where appropriate.

Buying a further share.

Some shared owners will be able to purchase additional shares in their property until they own 100% of their home, which is also known as 'Staircasing'. As well as the cost of buying extra shares, you will need to consider valuation costs, your legal costs, and our legal costs. To ask about buying additional shares in your property please contact us.

Breaches of the lease

Nuisance and ASB.

We don't usually intervene in neighbour disputes and would expect owners to resolve any issues privately. However, if a problem persists, we may enforce the relevant terms of your lease and we will recover costs in accordance with this. In serious or persistent cases perpetrators could lose their homes as nuisance and ASB are considered breaches of the lease terms. If you need advice on managing a neighbour dispute, please contact Onward.

Insurance.

In some cases, Onward provides building insurance cover and where this is the case a summary of your insurance cover will be made available to you. This, will tell you how to make a claim and what you can claim for. If you need to make a claim, please contact the insurer directly. There are some schemes where Onward does not provide insurance. If you are not sure who insures your building please contact us at homeownership@onward.co.uk.

We do not provide home contents insurance, so you must ensure you insure the contents of your home separately. If you sublet your property, you must also ensure that you have landlords' insurance.

Protecting your data.

Onward takes data protection seriously and will take steps to ensure that we do not disclose sensitive information to anyone except the registered leaseholder of the property. It is important that you keep your information up to date. Every time you contact us, we will ask you to confirm that your email and correspondence addresses are correct. We will also ask you to confirm your contact telephone number(s).

If you sublet your property, we are unable to speak to your tenant about anything to do with your property, under any circumstances. This includes any repairs and maintenance tasks, except in an emergency.

We will never disclose details of your account to anyone other than you. You must ensure that your tenant knows how to contact you or a managing agent acting on your behalf to report any concerns or issues with the property.

If you have appointed a lettings agent to manage your property on your behalf, you must ensure that we have their full contact details and that you notify us if this information changes. If we cannot contact you or your managing agent in an emergency, we will recharge you for any costs we incur in resolving that emergency.

If your lease allows it, we will charge a reasonable admin fee to any leaseholder who sublets their property.