

Policy Summary

Leasehold management

Customer summary of a Genesis Housing Group policy

The policy applies to leaseholders of Springboard and PCHA who are shared owners, leaseholders who have exercised their Right to Buy and Right to Acquire and those living in leasehold schemes purpose built for outright sale. It does not apply to leaseholders managed by Pathmeads on behalf of landlords.

A full copy of the policy is available on request.

Introduction

This policy sets out the broad framework for an efficient, customer-focussed service to leaseholders which offer value for money. This policy is linked to our policies on service charge, complaints, compensation, anti-social behaviour and equalities and diversity.

Objectives

- To comply at all times with legislation, regulatory guidance, codes of practice and good practice in leasehold management.
- To ensure neither we nor our leaseholders act outside the terms of each party's contractual agreement with one another.
- To provide an excellent service to leaseholders within the terms of the relevant lease.

Service delivery and information to customers

We will deliver services in line with our service standards and our policies and procedures.

We will provide all leaseholders with a handbook which will include:

- a summary of standard lease terms
- details of how service and any other charges are fixed
- details of insurance cover
- details of how to report complaints.

Our staff will be able to respond to leaseholders in relation to the full range of leasehold matters, including service charges, service contracts, statutory consultation and other housing management matters. We will also report information on performance and other matters through publications such as newsletters.

Administration charges

We will set administration charges at market rates and follow statutory and contractual requirements.

Management fees

We charge a management fee for managing the provision of services. It is arranged in accordance with the lease or tenancy and our procedure for setting management fees.

Consultation

In line with our legal obligations, we will consult leaseholders on:

- proposed major repairs or improvements that they will be required to pay for
- proposed changes to contracts for long term maintenance services.

We will also consult service charge payers on other matters in line with approved codes of practice. In addition, we will consult and work with our leaseholders to understand their needs and to provide services, where possible, that meet those needs.

Leaseholder involvement

We will provide leaseholders with the same opportunities for getting involved as those offered to other customers of Genesis Housing Group. We will encourage and support residents' associations, regardless of tenure.

Service charges and accounting

Service charges will be charged in accordance with our service charge policy, the content of leases and current legislation and regulation. We will follow our leasehold arrears policy when dealing with service charge arrears.

Leaseholder improvements

Any leaseholder wishing to carry out improvement works to their home must apply for our consent where this is required in their lease and provide details of the proposed works. We may give consent with conditions, such as getting planning permission where this is required.

Applications to alter or improve the premises will be approved if there is no detrimental effect on other premises and/or our interests. We will not withhold consent unreasonably. If we refuse permission, we will write to the leaseholder explaining the reason for the refusal. The leaseholder will be required to pay administrative charges, whether or not the matter proceeds and improvements take place.

Sub-letting

Individual leases may contain clauses on sub-letting. These clauses may prohibit sub-letting, or they may permit sub-letting with or without the consent of the landlord. We will not unreasonably withhold consent if there is discretion under the terms of the lease.

We may, in special circumstances, consider permitting a leaseholder to sub-let, even where the lease prohibits sub-letting.

Maintenance responsibilities

We will fulfil our maintenance, major repairs and improvement responsibilities effectively and in line with each lease.

Charges for empty units

Properties may be empty:

- before being let to a tenant or between tenancies
- before the initial sale of leasehold properties
- when social rented properties are identified for sale.

We will only charge the leaseholders who currently occupy the scheme their proportion of service charges and ground rent under their agreement. We will be responsible for paying service charges or ground rent on any unsold or empty properties.

Variation of the lease

We manage leasehold properties occupied under a variety of different leases. On occasions we may wish to amend leases.

We will only vary the terms of leases following consultation and with agreement of the leaseholders involved. Where appropriate, we will also consult with mortgagees. In such cases, the lease may be varied using one of the following methods:

- a deed of variation
- an application to the Leasehold Valuation Tribunal (LVT) to vary the lease

- an application to the LVT to vary the lease for a group of flats.

More detail on these methods can be found in the full policy.

Breaches of the lease

If a leaseholder breaches their lease, we will take appropriate action. Breaches may include:

- non payment of rent, ground rent or service charges
- carrying out unapproved works
- failure to maintain, or damage to, premises
- harassment or anti-social behaviour.

Initially, we will serve a notice on the leaseholder telling them to remedy the breach. If the breach continues, we will take further action which may include seeking an injunction or, as a last resort, applying for the forfeiture of their lease.

Ground rent

Some leaseholders are required to pay ground rent to the freeholder. We will not charge ground rent if it is not specified in a lease. The amount of ground rent payable, the date(s) it is due, and any provisions to review the amount will be set out in the lease. In some leases the amount of ground rent is specified as 'a peppercorn' which is a legal expression that means 'nil'.

We will send ground rent demands in advance of the due date. The due date(s) for ground rent may differ from those for service charges. When we set ground rent in new leases, they will generally be set at the current market rate for the type and size of the property in the area.

Lease extensions

Leaseholders are entitled by law to buy a lease extension of 90 years, with the ground rent reduced to nil for the whole unexpired term. They also have to meet the landlord's reasonable costs (valuation and legal fees), as well as their own legal costs.

We will grant lease extensions voluntarily, on the same terms as those set out in the statutory procedure, in return for a charge. The charge will be higher than that achieved under the statutory process, but will be based on a RICS valuers report. If a leaseholder cannot afford the charge for an extension, they will be offered an extension on differing terms with a charge based on the valuation.

Remortgaging

Any shared owner wishing to remortgage their home must ask for our approval first. We may refuse an application if the proposed lender is not recognised as an approved lender or if there are restrictions on the scheme, or if the owner doesn't have enough equity to secure the proposed loan. We will consider each case before approving a request.

Where the leaseholder owns 100% of their property we will not be involved in the remortgaging transaction.

Deed of postponement

If a property has been sold at a discount we will grant a Deed of Postponement if the owner's equity exceeds the amount of the proposed mortgage. The calculation will be based on an up to date valuers report and will take into account any deductions due for the repayment of discount. The owner will have to pay for the valuers report unless the terms of sale prevent us from recovering that cost.

Managing agents

In cases where we pay service charges to a superior landlord we will calculate the service charges to our leaseholders and tenants from these bills. Where we are the superior landlord we will charge for our services in accordance with the lease.

Complaints and dispute resolution

We try to resolve dispute informally where this is possible. Complaints regarding leasehold management will be dealt with using the Group complaints policy and appropriate subsidiary procedures.

Contact us

If you would like a copy of the full policy please contact the Policy Team on **020 8150 4112** or email **info@ghg.org.uk**



If you are a **PCHA customer** phone us on **020 8451 8000** or email **info@pcha.org.uk** **www.pcha.org.uk**



If you are a **Springboard Housing Association customer** phone us on **020 8475 0033** or email **info@springboardha.org.uk** **www.springboardha.org.uk**

If you need any part of this information in large print, Braille, on audio tape or explained in your own language please contact us on the number below.

Si necesita esta información en Braille, en CD, en cinta o en su propio idioma, póngase en contacto con nosotros en el teléfono siguiente.

Spanish

إذا كنت ترغب في الحصول على أي جزء من هذه المعلومات مطبوعاً بأحرف كبيرة أو بطريقة برايل أو مسجلاً على اسطوانة مدمجة أو شريط صوتي أو مشروحاً باللغة التي تتحدثها، يرجى الاتصال بنا على الرقم الموضح أدناه.

Arabic

যদি আপনি এই তথ্যগুলোর যে কোন একটির সম্বন্ধে বিস্তারিত জানতে চান, অথবা আপনার নিজের ভাষাতে ব্রেল, সিডি, অডিও টেপ-এ পেতে চান তাহলে নিম্নলিখিত নম্বরে আমাদের সাথে যোগাযোগ করুন।

Bengali

Si vous souhaitez obtenir une partie de ces informations en Braille, sur CD, cassette audio ou expliqué dans votre langue, veuillez nous contacter au numéro indiqué ci-dessous.

French

જો તમારે કોઈ પણ ભાગની આ માહિતી બ્રેઈલ, સી.ડી. ઉપર, ઓડિયો ટેપ અથવા તમારી પોતાની ભાષામાં સમજી શકો તેની જરૂર હોય તો નીચે જણાવેલ નંબર ઉપર અમારો સંપર્ક કરો.

Gujarati

Se necessitar de parte desta informação em caracteres aumentados, em Braille, em CD, cassete áudio ou apresentada no seu idioma, por favor contacte-nos, através do telefone abaixo indicado.

Portugese

Haddaad u baahan tahay warkan afkaaga-hooyo, afka loogu talagalay dadka aan arki karaan – afka faraha ama CD-ga ama ajeladda rekorka nala xirir. Namberkan isticmaal.

Somali

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or email info@ghg.org.uk**