

Leasehold is a complex business and this leaflet can only be a guide. You should always refer to the terms of your own Lease.

If you have any enquiries, contact the Leasehold Services Officer, Housing Services, Epping Forest District Council, Civic Offices, High Street, Epping, Essex CM16 4BZ. Tel: 01992 564015

In order to keep Management Charges to the absolute minimum, only one Leasehold Services Officer is employed by Epping Forest District Council. The Officer may not always be available so you are strongly advised to make an appointment.



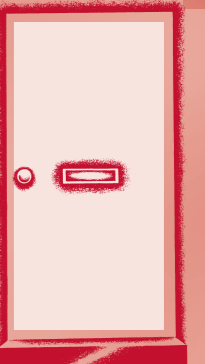
For a large print copy of this leaflet please phone 01992 564292

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Leaseholders Guide



H O U S I N G S E R V I C E S

A guide to leasehold charges on flats and maisonettes originally bought from Epping Forest District Council

Right to Buy

If you are a tenant of Epping Forest District Council living in a flat or maisonette that is not designated for the elderly, and you have a normal, secure tenancy, you may be able to purchase your home under the Right to Buy Scheme. Indeed, you may already have done so.

A tenant living in a house buys the Freehold and becomes the outright owner of his or her home. If you live in a flat or maisonette you can buy a Long Lease of your property. The building remains the property of the Council which retains responsibility for the structure, such as the exterior walls, foundations and roof.

The Leaseholder

When you buy your flat or maisonette you acquire an interest in the property and become a Leaseholder. A condition of the Lease is that you must pay an estimated Management Charge every year for maintenance and service. It is paid in equal monthly instalments to the Landlord (the Council) for maintaining the communal areas and structure of the building. The charge may vary depending on the amount of work that needs to be carried out. It is estimated at the beginning of the financial year (April) and the actual charge is calculated at the end of the financial year.

If the actual charge is greater than the estimated charge, you would then be asked to pay the difference. If the actual charge is less, the balance will be credited to your account for the next financial year.

Before deciding to buy your flat or maisonette, you should look very carefully at the five year estimate of Management Charges provided by the Council. They may be minimal, but if the building needs substantial attention they could be significant.

You should familiarise yourself with the terms of the Lease before completion of sale to make sure you thoroughly understand the significance of Management Charges.

The Landlord

Although you own a Leasehold interest in your home once you exercise your Right to Buy, Epping Forest District Council remains your Landlord.

If you wish to sublet you must ask permission from the Council in writing and give us a correspondence address.

Repairs, Maintenance and Services

There are many elements that make up the Management Charge. Some examples are given below:

Repairs and major works

Under normal circumstances you would be given at least 28 days notice when the Council needs to carry out repair work to the building. You would also have the opportunity to comment upon, or challenge, any planned work. The Council would provide you with full information about tenders for the work, and estimated charges. In an emergency, the period of consultation may have to be waived.

Day to day costs

Regular charges can be predicted such as the cost of lighting communal areas, caretaking, cleaning, grass cutting and the maintenance of garden borders.



Insurance

As Landlord, it is the Council's responsibility to insure the building for its full reinstatement value (what it would cost to rebuild). The cost of the Insurance Premium is passed on to you by an account due at the end of June each year. For more information about insurance contact the Insurance Officer in Financial Services at the address given overleaf.

As a Leaseholder you would be given a statement of all the Management Charges at the end of the financial year. You would have the right to ask the Council how the charges are made up, and if you thought they were unfair you could challenge whether the charges are reasonable.

Breaking the conditions of your Lease

You should take reasonable care of your Leasehold Home. You have a responsibility under common law to use the property in a tenant-like manner, and this is reinforced by the conditions of the Lease.

If you broke the terms of the Lease, and the Council could satisfy a Court that it was reasonable to grant a 'Forfeiture of the Lease', you could be evicted and your home returned to the Council.

Making alterations to your home

Alterations to your home might make an impact on the structure of the building and on your neighbours' homes. The Fourth and Fifth Schedules of the Lease therefore include certain conditions as to what you can, and cannot, do to your home.

Permission would have to be granted by the Council before you could undertake any changes to your home.