



## **Leasehold Sheltered Housing Handbook**

Your guide to the  
essential things  
you need to  
know about your  
home



## Translation service

We use a translation service, so if you need to have a conversation with us over the telephone in another language, please let us know.

This handbook is a guide to the essential things you need to know about your home. If you would like the information in another format, please ask us.

هذا الكتيب هو دليل الأمور الأساسية التي يجب عليك معرفتها عن بيتك. فإن كنت بحاجة إلى المعلومات بلغة أخرى، يرجى الاتصال بنا.

আপনার বাসস্থান সম্পর্কে যেসব অতি দরকারী বিষয় আপনার জানা দরকার সেগুলো এই পুস্তিকায় বর্ণনা করা হয়েছে। যদি অন্য কোনো ভাষায় এই পুস্তিকার অনুবাদ চান তবে দয়া করে আমাদেরকে বলবেন।

આ પુસ્તિકા, આપના ઘર વિષે આપે જાણવી જરૂરી બાબતો માટેની માર્ગદર્શિકા છે. જો આપને આ માહિતી અન્ય ભાષામાં જોઈતી હોય તો, કૃપા કરી અમને જણાવો.

यह पुस्तिका आपको अपने घर के बारे में पता रहने योग्य जरूरी बातों की जानकारी देती है। यदि आप यह जानकारी किसी अन्य भाषा में चाहते हैं तो हमें बताएँ।

Poradnik z niezbędnymi informacjami, które należy wiedzieć o swoim domu. Proszę się z nami skontaktować, jeśli chcieliby Państwo uzyskać te informacje w innym języku.

Šī rokasgrāmata ir ceļvedis par būtiskāko, kas jums jāzina par jūsu mājām. Ja jūs vēlaties, lai informācija ir citā valodā, lūdzu, jautāriet mums.

આપને યહ સ્તિકા આપકો અપને ઘર કે બારે મેં પતા રહને યોગ્ય જરૂરી બાતોં કી જાનકારી દેતી હૈ। યદિ આપ યહ જાનકારી કિસી અન્ય ભાષા મેં ચાહતેં હૈં તો હમેં બતાઈ।

Táto príručka obsahuje základné informácie o vašom domove, ktoré by ste mali poznať. Ak potrebujete informácie v inom jazyku, obráťte sa na nás.

Buuggani wuxuu hage u yahay waxyaabaha daruuriga ah ee aad u baahantahay in aad ka ogaato gurigaaga. Haddii aad rabto macluumaadka oo ku qoran luqad kale, fadlan na soo waydii.

اپنے گھر کے بارے میں آپ کے لیے ضروری اہم اشیاء جاننے کے لیے یہ کتابچہ رہنمائی کرتا ہے۔ اگر آپ کو کسی دیگر زبان میں معلومات مطلوب ہیں تب براہ کرم ہمیں اطلاع کریں۔

# Welcome to emh homes

## Further information

You can find more information about subjects covered in this handbook on our website.

We also produce a range of leaflets and fact sheets about our services.

**If you need any information not covered in this handbook, or you do *not* have access to the internet, please contact our Customer Service Centre on 0300 123 6000.**

## Contents

- 2 Moving in
- 3 Insurance
- 4 Your lease
- 6 Reselling and remortgaging
- 8 Service Charge
- 13 Adaptations and alterations
- 14 Support Co-ordinator role and scheme facilities
- 16 You and your neighbours
- 18 Repairs and maintenance
- 22 Complaints, compliments and suggestions
- 24 Gas safety
- 25 Getting involved

## Moving in

### Your keys

We do not keep a spare set of keys. If you lose them it is your responsibility to replace them and pay for any lock changes.

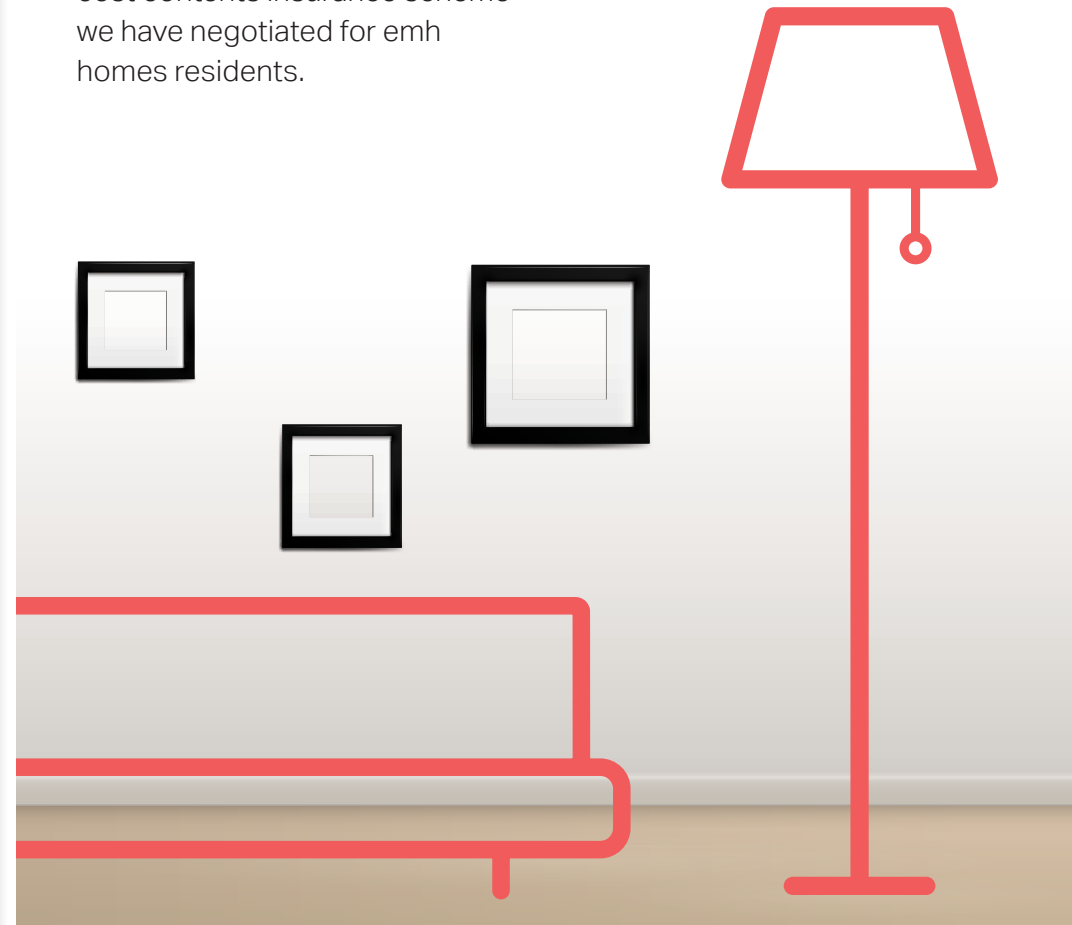
If you want to fit extra locks to your doors and windows, you need to get our permission first.



## Insurance

We insure the cost of rebuilding your home, but you are responsible for insuring your possessions, including carpets, curtains, and flooring.

Most insurance companies will give you a free quote, or we can send you details of a low cost contents insurance scheme we have negotiated for emh homes residents.



## Your lease

Your lease is a legally binding contract between yourself and us. By signing it both parties agree to abide by its terms and conditions.

Your lease will tell you both your rights and responsibilities and ours. It is very detailed and contains many legal terms and expressions so to simplify matters its main points are outlined below:

### You agree:

- ▶ To pay any charges due
- ▶ To keep your home in a good state of repair
- ▶ To not carry out any alterations or additions (except usual decoration) to your home without our prior written permission
- ▶ To not sell your home without our prior written permission
- ▶ To use your home as a private dwelling only
- ▶ To not do anything which may adversely affect our buildings insurance policy



### We agree:

- ▶ To allow you to occupy your home without interference unless you are in breach of the terms and conditions of the lease
- ▶ To insure the building (but not its contents)

*Please note that there are more clauses in the lease and you should get your solicitor or legal representative to check it with you if you are not sure about anything.*

*You must be consulted about any changes that we want to make to your lease. Generally no changes can be made without your permission. You have the right to stay in your home until the end of your lease as long as you keep to the conditions set out in it and pay all the charges due.*



# Reselling and remortgaging

## Restrictions on selling your property

If you wish to sell your property, you should contact our Leasehold and Home Ownership Officer, firstly by telephone and then in writing.

Your lease may stipulate that you should first offer it to us. Your Leasehold and Home Ownership Officer can advise you if this is the case and give you further advice on selling your home.

Anyone may purchase a property, but there is an age restriction on anyone living there. Please ask us for more information.

## Sales procedure

Once you have found a buyer, you or your solicitor must let us know their name and other relevant details.

The sale cannot go ahead until our Leasehold and Home Ownership Officer has arranged a home visit to the prospective buyer to explain the terms of the lease and given permission for the sale to go ahead. We will not withhold our permission unreasonably.

Your solicitor will let us know the date the sale is likely to go through so that the money can be settled. Once the sale is completed, our Leasehold and Home Ownership Officer will make an early appointment to visit the new owner with a welcome pack and to check that everything is in order.

We will send a Deed of Covenant to your solicitor which your purchaser must sign when the sale is completed. We may charge you an administration fee for this.



Any other charges you have to pay when you resell the property are set out in the lease. These may include payments for service charges you owe and repairs which have arisen because of a result of your occupation. You will have to pay the costs of instructing your estate agent and any legal costs you incur.

Your lease may stipulate a percentage that you have to pay us when you sell your property. This varies between leases and is based on how long you have lived at the property and its valuation at the time of sale. This percentage payment will go towards the sinking fund.

You can get more advice on the legal procedures from your solicitor.

## What happens if I am unable to cope with living independently?

If you feel that you can no longer live independently in your home and need advice on moving to accommodation providing more personal care, please refer to your local Social Services Department or Health Authority. Your Support Co-ordinator may also be able to give you some advice on services available to you and the options for moving to other accommodation.

## What happens if I want to remortgage?

You must first get our written permission if you want to remortgage your property. We will not withhold our permission unreasonably. We may charge you an administration fee.



# Service Charge

In managing your property, we provide a range of services for which you pay a Service Charge.

## How we work out the Service Charge and when you should pay it

Each year we will send you details of how much we estimate to spend for the financial year. (Our financial year is 1 April to 31 March, although some leasehold schemes have a Service Charge year between 1 January and 31 December.) We will normally hold a meeting in November to discuss the Service Charge budget for the forthcoming year. Every lessee is entitled to attend this meeting with staff from emh homes and will have the opportunity to make comments about the proposed Service Charge.

As soon as possible following the end of each year (no later than 6 months afterwards), we will send each lessee a summary of the costs incurred during the previous year. This summary will be certified by an independent accountant.

If these costs on which the charges are based exceed the estimates for that year, lessees will be required to pay a one-off additional payment to cover the difference. If on the other hand the actual costs were less than the estimates, we will reimburse individual lessees with the amount of their overpayment, providing your Service Charge account is in credit or has a zero balance.

All monies received from lessees in payment of Service Charges will be adequately separated and protected in emh homes accounts to prevent them being misapplied in satisfying any of our other liabilities.

## The law gives you certain rights with respect to Service Charges. These are:

- ▶ You can only be required to pay for those services specified in the lease
- ▶ The money can only be used for the purposes specified in the lease

▶ You can apply to the Leasehold Valuation Tribunal for a judgement about the service charge if you consider it unreasonable. The Leasehold Valuation Tribunal may make a charge for this service

▶ You have the right to inspect our accounts and be provided with copies of relevant documents. We may charge for this.

## ▶ You may ask for a summary of costs in the last financial year showing separately costs for which we have:

- ▶ Not yet received an invoice
- ▶ Received an invoice but not yet paid it
- ▶ Paid

## ▶ Such a summary would also show:

- ▶ How the costs are reflected in the service charge
- ▶ The total amount received from lessees and the amount by which they were in credit

**The Service Charge can cover expenditure on the following items:** *(please note this list is not exhaustive)*

## Support costs

- ▶ Payroll costs

## Co-ordinator's salary

- ▶ Office and telephone costs
- ▶ Emergency call system

## Caretaking service

- ▶ Contractor costs
- ▶ Maintaining communal areas
- ▶ Cleaning materials

## Communal facilities

- ▶ Water charges
- ▶ Lighting and heating costs
- ▶ Replacement of fixtures and fittings

# Service Charge

## Maintenance services

- ▶ Repair work to individual dwellings that is our responsibility under the terms of the lease (except major work paid for from the sinking fund)
- ▶ Cyclical maintenance such as repainting
- ▶ Gas servicing

## Provisions for renewal

- ▶ Laundry equipment
- ▶ Fire extinguishers and alarms
- ▶ Communal furnishings
- ▶ Kitchen equipment
- ▶ Warden call system
- ▶ CCTV system
- ▶ TV systems
- ▶ Sewage pumps (where fitted)
- ▶ Lift replacements (where fitted)

## Administration charge

- ▶ Our costs in managing the scheme, including the insurance costs for the buildings and communal contents but not your own contents. You must take out your own insurance to cover this. We can provide you with information about a low cost home contents insurance scheme if required.

- ▶ The cost of the Service Charge account being audited

The total Service Charge expenditure is divided as specified in your lease.

## Inspecting bills

You have the right to inspect our Service Charge invoices during normal office hours. We will respond to your request to inspect these within one month and make the information available to you within a further two months. We can copy the accounts and receipts for you. We may make a small charge for each copy and will advise you how much the charge is beforehand. Charges will not exceed £10.00.

We will also make the Service Charge audited accounts available for inspection at your scheme.

## If you have any query about the amount of Service Charge

You should contact your Leasehold and Home Ownership Officer who will be able to give you more details about the charge.

## The money you pay beforehand for services

Money you pay before receiving the actual service (e.g. payment towards outside painting and long-term maintenance) is protected.

This means that we can only spend the money for the purpose for which it was collected.

## You will be consulted before expensive repair work is carried out

The law requires that you be consulted before we carry out works above a certain value or enter into a long-term contract (longer than 12 months) for the provision of services. Where we propose to carry out works of repair or maintenance which would cost you more than £250 (including VAT) or enter into a long-term contract which would cost you more than £100 per year (including VAT) we must, before proceeding, formally consult all those expected to contribute to the cost.

## Service Charge

### **What is the structural insurance cover?**

Under the terms of your lease, we are responsible for making sure that the structure of your building is properly insured. (Shared inside hallways and stairways are also included in blocks of flats.)

You have the right to ask us for a copy of the summary of the policy showing the amount insured and the name of the insurers. When you receive these details, you can then ask to inspect the policy and the receipt for the premium we have paid.

For repairs to communal areas, the insurance policy has an excess which is deducted from any claim. This excess is then added to your Service Charge.

### **Major repairs and cyclical maintenance provision**

Your lease states that you have to contribute to maintenance carried out in the future. This fund is built up to meet the cost of future major repairs (e.g. replacing roofs,

replacing outside lighting, re-tarmacing shared parking areas etc.)

Costs are spread as equally as possible throughout the life of the property.

The cyclical maintenance provision covers items such as repainting and the costs are normally spread over a five year period.

The audited accounts produced each year show the contributions made to these and any monies spent together with the amount of interest that has been added.

### **What happens if I cannot pay my Service Charges?**

If you are having difficulty paying your Service Charge, please contact your Leasehold and Home Ownership Officer for help and advice.

## Adaptations and alterations

### **Adaptations**

If you are disabled or have serious health issues we may be able to adapt your home so you can live in it safely and independently.

### **Alterations to your home**

You must obtain our written permission before making any alterations to your property. You will need to give us details of the work that you want to do and who will be doing the work.

We will not normally refuse permission unless it will make the property less safe, decrease its value, or add maintenance costs.





# Support Co-ordinator role and scheme facilities

## What is a Support Co-ordinator?

On some of our sheltered housing leasehold schemes, a Support Co-ordinator will be employed by us and may live in accommodation provided on the development or visit the scheme on a regular basis. Their principle role is to act as facilitator, and to be available to assist in any emergency that should arise.

It is important for residents to understand that the Support Co-ordinator will not be able to provide personal services such as shopping, help with housework, or collecting and administering medicines etc.

Residents can choose whether or not to use the services of the Support Co-ordinator, and should they choose not to they will be required to sign a waiver to this effect. Residents can opt back in to use the service when they choose.

The cost of providing the service is attributed to all residents through the Service Charge, whether or not they are used by individuals.

## Emergency call system

On many of our schemes a two-way speech alarm system is available in each property, normally consisting of one speech control unit plus pull cords in bedroom and bathroom. A pendant may be provided or can be purchased at an additional cost dependant on the scheme. All of these are linked through to the Support Co-ordinator or in their absence through to the central emergency call service. In this way 24- hour cover is provided. Contact can be made by activating the speech control unit, pulling one of the cords, or pressing the pendant where provided. When an emergency call is received, the nominated next of kin will be contacted along with the appropriate emergency service(s) (i.e. ambulance, fire service, or police).

## Communal facilities

Communal facilities vary from scheme to scheme but can include lounge, kitchen, and laundry room. The facilities are normally available for use by residents at all times during the day and evenings.

Residents can choose whether or not to use these facilities but the cost of providing them is attributed to all residents through the Service Charge, whether or not they are used by individuals.

## Care of communal areas

### **We provide landscaping and cleaning services to ensure that:**

- ▶ all communal areas are kept clean, tidy and free from rubbish
- ▶ all planted and grassed areas are regularly maintained
- ▶ all light bulbs in communal areas are replaced promptly as necessary

## CCTV system

In order to strengthen the security of some of our schemes, CCTV cameras may cover the external communal areas of the premises but not individual premises so that personal privacy is maintained at all times.



## You and your neighbours

Everyone has the right to the peaceful enjoyment of their home and neighbourhood.

By signing your tenancy agreement or lease, you agreed to not commit acts of anti-social behaviour and to be responsible for the behaviour of everyone who lives in your home or who visits it, including children. This means that you must ensure they do not act in a way that will cause nuisance, annoyance, distress or harassment to your neighbours.

**If you are having problems with a neighbour, we can offer help and advice. Problems can be caused by many things, and the ways in which we can help you reflects that.**

### Anti-Social Behaviour

Anti-social behaviour covers a range of actions and behaviours capable of causing nuisance or annoyance to someone either directly or indirectly. It can be personal

(i.e. targeted at an individual), a nuisance (i.e. the local community rather than a particular individual suffers), or environmental (e.g. graffiti).

Whatever the cause, we will work with you, your neighbours, and other agencies to try and sort out the problems.

### Harassment

Everyone is protected under law from harassment. The Equality Act 2010 also provides protection from harassment on the basis of the following protected characteristics (formerly known as grounds): age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

Under this Act individuals are also protected from harassment because of association and perception (i.e. because of whom they have regular contact with or because someone thinks they have a particular protected characteristic).

We can only take legal action where the harassment is carried out by one of our residents, but we will offer support and advice to the victim regardless of whether they are a resident of ours or not.

### Zero tolerance

We believe there is no excuse for abusive or violent behaviour towards our staff or contractors. If you abuse, threaten or assault anyone working for emh homes or on its behalf we will report it to the police and take legal action against you, which could result in lease forfeiture.



# Repairs and maintenance

As schemes vary, you should refer to your lease for full details. The following is intended as a guide only.

## You also have the following obligations:

- ▶ To keep your home in a good state of repair and decoration
- ▶ Not to carry out alterations to your home without our written permission
- ▶ To allow us with prior notice to inspect the condition of your home

## Repairs

We aim to carry out repairs quickly and efficiently. Some repairs are your responsibility, and some repairs are our responsibility.

## Which repairs are your responsibility?

### You are responsible for:

- ▶ Repairs inside your property (e.g. sink, bath, fuses, floor coverings)
- ▶ Decorations inside your property

**It is essential that you attend to repairs within your home as quickly as possible.**

Failure to do so may invalidate the building insurance policy held by us.

## Which repairs are our responsibility?

You will find details of our responsibilities in your lease.

For example, we are usually (but not always) responsible for:

- ▶ Repairs to the structure and outside of the building (e.g. the roof and window frames)
- ▶ Repairs to shared areas
- ▶ Repairs to any emergency alarm system
- ▶ Repairs to heating systems (but not setting timers)

Charges for these repairs are met through your Service Charge.

## How do I report a repair that is your responsibility?

You can contact us by phone, email, or through our website. (Contact details are on the back of this guide). If you call us outside regular opening hours, you will be directed to our out-of-hours service.

## How soon will a repair be completed?

### Emergency repairs

**Response time: Same day, within four hours if possible.**

Emergency repairs are those needed to avoid immediate danger to your health and safety, or serious damage and destruction to your home.

This includes total loss of water, unsafe electric fittings, total loss of heating in winter, and blocked mains drain, soil pipe or toilet if it is the only one in the property.

We will aim to make your home safe or prevent further damage. We may need to arrange a further visit to complete the repair.

## At your request

**Response time: You can make an appointment for a time that suits you.**

If you have a repair need that is not an emergency but affects your comfort or convenience, you can make an appointment with us to carry out the repair at a time that suits you.

This includes things like follow-on works from an emergency, minor plumbing leaks or defects, minor electrical faults, and roof leaks.



# Repairs and maintenance

## Less urgent

### **Response time: Not specified.**

If your repair need does not pose an immediate risk to your health and safety or is not materially affecting your comfort or convenience, we will class it as less urgent.

We will carry out your repair when we have a number of other jobs of a similar type or in your area to make sure we are providing tenants with a value for money service.

Less urgent repairs include things like repairs to fencing, doors, windows, floors, work to kitchen fittings, and other minor issues.

If the repair is needed by a resident who is vulnerable due to age, disability or another medical or social reason, we will do our best to respond as quickly as possible.

**Find more examples of the works in each of these categories on our website.**

## Providing access

Please make sure you allow us access to your home for an agreed appointment. Where access is not provided or refused we may recharge you up to £50 for the visit.

## No smoking

If you are having a repair or improvement works undertaken in your home, please do not smoke in the affected room(s) for one hour before and during the works. We have a legal obligation to provide a safe working environment and residual passive smoke presents a health hazard. We reserve the right to refuse to enter a property which has cigarette smoke lingering, and to recharge if a return visit is necessary.



## Recharges

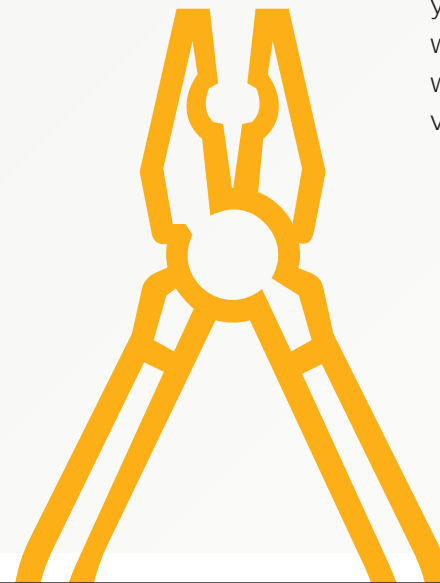
Where it has been identified that a resident has caused damage to their property, undertaken unauthorised alterations, or left possessions and/or rubbish behind when vacating, we will proactively seek to recover from them the costs incurred needed to rectify the damage and/or issues identified.

Where a non-emergency repair has been requested and it is evident that it is due to tenant damage, work will not be carried out unless the tenant agrees to pay for the full costs of the works in advance of them being carried out.

## New and refurbished properties

Repairs to newly-built or refurbished properties should be reported to the Customer Service Centre. These homes have a defects period, usually 6 or 12 months after completion, during which the builder is responsible for some repairs and maintenance. They will normally attend to the repair, but we will arrange the appointment with them for you.

Towards the end of the period we will need to carry out a final defects inspection to ensure the builders rectify any faults for which they are responsible. We will need access to your home for this inspection, but we will let you know about two weeks beforehand when we will be visiting.





# Complaints, compliments and suggestions

We aim to deliver the highest standards of service to all our customers. But we recognise that we do not always get it right, so when our services do not live up to your expectations we want to know about it.

We welcome your complaints, compliments and suggestions because they give us an idea of how our service is seen by our customers. They help us learn and to improve the way we work.

## How we deal with a complaint:

### Resolved at the first point of contact

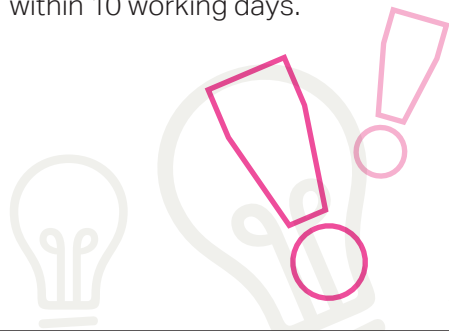
In many cases we can resolve an issue for you as soon as we are notified. If we are unable to resolve the issue to your satisfaction, then the complaint will be investigated further as part of the **Stage 1** formal procedure.

### Stage 1

Your complaint will be dealt with by the manager of the service in the area that your complaint relates to. We aim to deal with your complaint within 10 working days.

### Stage 2

If you think we have not addressed your complaint fully, then you may request that the complaints panel reviews your complaint and our resolution. The panel will decide whether the action we have taken or propose to take is fair and reasonable.



### Mediation

Sometimes we receive a complaint or appeal which we are unable to resolve without the help of an independent mediation service. This can be helpful in reaching a settlement when neither party can agree. We may ask you to consider mediation as a means of resolving your complaint at any stage in the complaints procedure.

### Designated panel/person

If after exhausting our internal procedure you feel that your complaint has not been fully resolved, you have the right to appeal to a designated panel/person stage.

A designated panel/person stage is a local MP or councillor. Designated persons are there to help to resolve complaints, and if they are unable to help or think that the complaint warrants it they can refer it directly to the Housing Ombudsman without further delay.

Alternatively you can wait eight weeks from the end of the internal procedure and apply directly to the Housing Ombudsman.





## Gas safety

As your landlord we are legally obliged to annually inspect and service all gas appliances in your home to check they are safe and are being used correctly. You must therefore allow us prompt access so we can carry out these inspections. Failure to grant reasonable access will be in breach of your leasehold agreement and we may have to take legal action to gain entry to your home.

You are not allowed to use or store within your home any paraffin or mobile gas heaters, gas cylinders, or containers of petrol or paraffin.

**IF YOU SMELL GAS,  
CALL 0800 111 999  
IMMEDIATELY!**



## Getting involved

We are committed to involving our residents in the way we deliver services and develop policies and procedures. We want you to have genuine influence over the housing services we deliver, and to give you real choice about the factors that shape your neighbourhood.

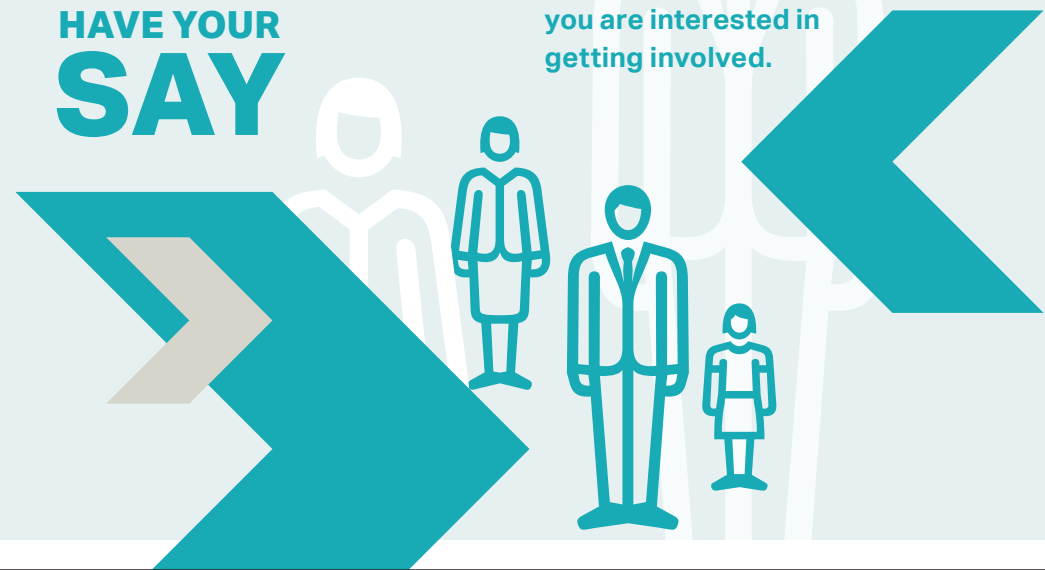
There are various ways in which you can get involved, both at a community level and in helping to regulate and shape the way we run our business,

**Whatever time you can spare, we would love you to get involved. Some of the support we can offer you includes:**

- ▶ Training
- ▶ Assisting with travel costs while you are involved
- ▶ Support from committed staff

**Please let us know if you are interested in getting involved.**

**HAVE YOUR  
SAY**



# Contact us

## You can call emh homes on:

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0300 123 6000

Calls to **0300** numbers cost no more than calls to UK landline numbers beginning **01** or **02** and are part of inclusive minute packages from mobile and landline operators.

## Email us at:

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[enquiries@emhhomes.org.uk](mailto:enquiries@emhhomes.org.uk)

## Visit our website at:

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[www.emhhomes.org.uk](http://www.emhhomes.org.uk)


## Write to us at:

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Customer Service Centre  
emh homes  
Jubilee House  
Stenson Road  
Coalville  
Leicestershire  
LE67 4NA

## Follow us:

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 [@emhhomes](https://twitter.com/emhhomes) for all the latest news and information

## Other useful contacts:

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### **LEASE (Leasehold Advisory Service)**

Maple House  
149 Tottenham Court Road  
London W1T 7BN

**T.** 020 7383 9800

**E.** [info@lease-advice.org](mailto:info@lease-advice.org)  
[www.lease-advice.org](http://www.lease-advice.org)

### **Association of Retirement Housing Managers (ARHM)**

c/o EAC, 3rd Floor  
89 Albert Embankment  
London SE1 7TP

**T.** 020 7463 0660

**E.** [enquiries@arhm.org](mailto:enquiries@arhm.org)  
[www.arhm.org](http://www.arhm.org)

### **Leasehold Valuation Tribunal (LVT)**

LVTs are part of the Residential Property Tribunal Service (RPTS) and are regionally based. To find out which LVT covers your area, please contact the RPTS on:

**T.** 0845 600 3178

[www.justice.gov.uk/tribunals/residential-property](http://www.justice.gov.uk/tribunals/residential-property)

### **AGE UK**

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