

# LEASEHOLDER HANDBOOK



Cartrefi Caerffili  
Caerphilly Homes

Mae'r ddogfen hon ar gael yn Gymraeg, ac mewn ieithoedd a fformatau eraill ar gais.  
This document is available in Welsh, and in other languages and formats on request.



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## Welcome to your Leaseholder Handbook

**The Leaseholder Handbook has been designed to provide you with essential information regarding your leasehold flat. It is not possible to cover every eventuality but this guide sets out what services you can expect to receive and explains your rights and responsibilities as a leaseholder.**

Caerphilly Council (referred to as the Council) provides a wide range of services for tenants and leaseholders across the borough. When dealing with us you can expect to receive a good standard of service underpinned by several guiding principles:

- Good communication
- Prompt and efficient service delivery
- Friendly and helpful staff
- Fair decision making

If you have any questions about your leasehold flat or the service provided by us, please contact your Leaseholder Services Officer.

**A useful contacts list has been attached on a separate sheet for your convenience.**



## Equal Opportunities

We aim to ensure that everyone has an equal chance to learn, work and live free from discrimination, harassment and prejudice.

To do this we will:

- Respect our customers
- Value differences such as lifestyles, beliefs and cultures
- Strive to meet the needs of individuals

We believe diversity adds value to our organisation and helps us to develop and improve services and explore new ideas. The Council will not accept any form of discrimination or harassment as a result of a person's ethnic origin, sex, age, marital status, sexual orientation, disability, gender reassignment, religious beliefs or non belief, use of the Welsh language, BSL or other languages, nationality, responsibility for any dependents or any other reason which cannot be shown to be justified. Allegations of this nature will be formally investigated and appropriate action taken where necessary.

### Disclaimer

This handbook is for information only. It should not be relied upon as a statement of law and does not form part of the lease. The lease sets out the full agreement between Caerphilly Council and the leaseholder. You should seek independent legal advice if any dispute or problem occurs over the lease.

## Section 1

# About your lease



## What is leasehold?

Leasehold interest in a property can be purchased on the open market from another leaseholder or from the Council under the Right to Buy scheme. If you purchase a flat or maisonette, you acquire the right to occupy the property for a set period of time. You do not own the land the flat is built on or the building that the flat is situated in. There may also be areas of the building and structure that are commonly shared with other residents in the block.

Caerphilly Council owns the freehold of the property and is therefore referred to as the landlord (or lessor). It is our responsibility to repair and maintain the structure, exterior and any shared parts of the building.

As the owner of a flat, you are referred to as the leaseholder (or lessee). It is your responsibility to repair and maintain items within your flat, including items such as floorboards and plaster.

**Where the Council is responsible for repairs and maintenance, your lease requires you to contribute towards the cost of the work, as well as any costs incurred for services provided to the building or estate.**

## Your lease agreement

The lease is a legally binding contract between you and your landlord. It grants conditional ownership of the property for a fixed period of time, which is usually 125 years. The term is fixed at the beginning of the contract and decreases in length year by year until eventual expiry, at which time the flat reverts back to the landlord. You should always check how many years are left on the lease before purchasing a flat.

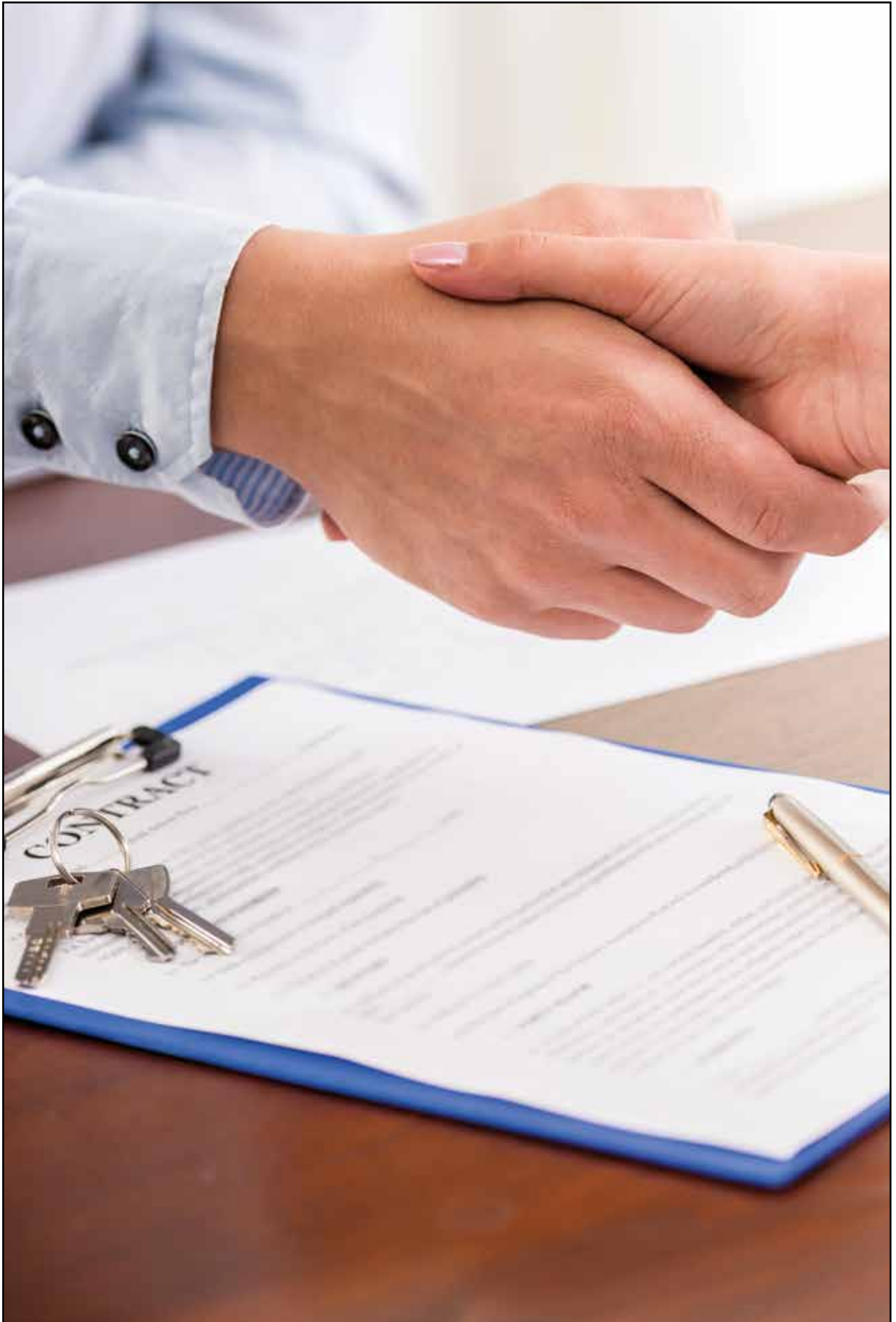
The purpose of a lease agreement is to identify the responsibilities and obligations of the leaseholder and the landlord. It contains legal clauses that define what services you can expect to receive and sets out property boundaries and any areas of garden/common space that you are entitled to.

All parties who sign the lease have an equal responsibility for making sure they meet the conditions set by the lease. Failure to do so can have serious consequences. Your lease is the main determining factor in relation to how your property is managed and maintained and it cannot be amended without mutual agreement.

**Make sure you read and understand your lease because you will be bound by its terms once the lease is assigned to you (you purchase the property).**

If you do not have a copy of your lease, you can obtain a copy from:

- Your mortgage company (if applicable)
- The solicitor who handled your purchase
- The Land Registry



## Section 2

# Rights and responsibilities



**You should always refer to your lease for details about your rights and obligations but as a general guide, the main points of interest are summarised below.**

## Your rights

- **Peaceable Occupation**  
You are entitled to 'quiet enjoyment' of your home, which means we will not unnecessarily or unreasonably interfere with the way you use and occupy the property.
- **Maintenance and Repair**  
You have the right to expect the Council to maintain and repair the building's main structure and manage the common parts.
- **Consultation**  
You have the legal right to be consulted before any major works are carried out or any long-term agreements are entered into (which will affect your block).
- **Building Insurance**  
The Council will keep your flat insured for the full re-build value (this does not include contents cover).
- **Accounts**  
The Council is responsible for maintaining proper accounts of your service charges. We will invoice you annually and provide information on how your service charges have been calculated.
- **Buying the freehold**  
You have the right to purchase the freehold on your block of flats (subject to conditions). Refer to 'Collective Enfranchisement' on Page 38.

- **Selling the flat**

You have the right to sell the flat whenever you want to whomever you want so long as the covenants in the lease are met. You must inform your Leaseholder Services Officer if you are selling the flat and certain conditions may need to be met if you purchased through the Right To Buy scheme (see Page 38).

- **Subletting**

You are permitted to sublet the flat but you must obtain Landlord's Consent from your Leaseholder Services Officer (see Page 39).

## Your responsibilities

- **Ground rent and service charges**  
You must pay your annual service charge (including the ground rent, buildings insurance premium and management fee) promptly when payment is due.
- **Maintenance, repairs and improvements**  
You must contribute towards the costs incurred by the Council for repairs and maintenance to the structure, exterior and communal areas of your block. In some cases you may also be required to contribute towards the cost of improvements (refer to the terms in your lease).
- **Keep the flat in good repair**  
You must keep the interior of your flat plus fixtures and fittings in good condition and repair; including all walls, sewers, drains and cables belonging to your flat.
- **Structural alterations or additions**  
You must not make any structural alterations or additions to the flat without first obtaining written



permission from the Council, referred to as Landlord's Consent. You should also obtain written consent before removing any of the landlord's fixtures or fittings.

- **Access to your property**

You must allow the Council's operatives and its associated partners to enter your flat to carry out repairs to your property or adjoining premises (with reasonable notice).

- **Garden maintenance**

Your lease should include a coloured plan that defines the boundary of your flat and any areas of garden or outside space that are exclusive to you. It is your responsibility to repair and maintain these areas.

- **Communal areas**

You must keep communal areas clear of obstruction - rubbish or personal items are not permitted to be stored in these areas.

- **Being a good neighbour**

You must not do anything to cause a nuisance to your neighbours including anti-social behaviour or causing excessive noise. You are responsible for your own conduct as well as for the conduct of visitors to your home.

- **Repay the Right to Buy discount**

If you bought your flat from the Council and you decide to sell it within five years from the date of purchase, you may have to repay some of the discount value.

- **Intended Use**

You must only use the flat as a private dwelling (not for business purposes) and you must not carry out any act which may render the insurance policies void or voidable.

- **Pets**

You must not keep any pets including dogs, cats or birds in the flat or garden areas without first obtaining Landlord's Consent.

## Our responsibilities

As your landlord, we have several responsibilities under the lease agreement.

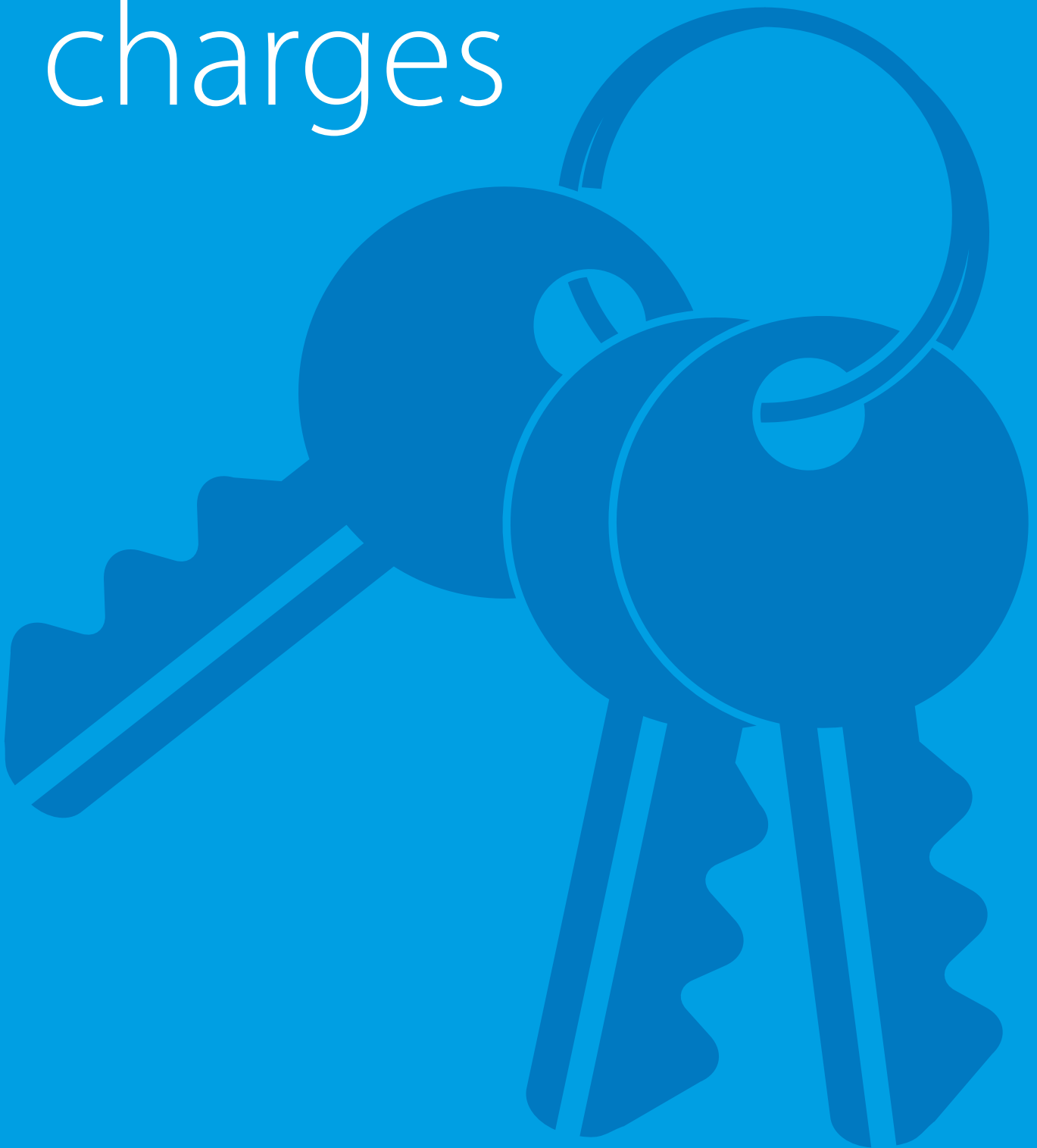
We are required to:

- Provide services identified by the lease.
- Calculate your service charges in line with the conditions of your lease.
- Ensure that each leaseholder within the block is charged a fair contribution towards the cost of providing the leasehold service.
- Repair and maintain the structure, exterior and communal (internal and external) parts of the block, including decoration.
- Effectively charge each leaseholder in the block a proportion as specified by the lease for costs relating to maintenance, repairs and improvements (where applicable).
- Insure your property for its full rebuild value (buildings cover only).
- Take action or help you take action against a neighbour who may be causing a nuisance (robust evidence will need to be gathered in such cases).



## Section 3

# Service charges



## Your charges

As a leaseholder you are responsible for paying a share of the costs incurred by the Council for providing certain services to you. The lease states the proportion that you are required to pay and it is usually calculated based on the number of flats in the block e.g. one quarter for a block containing four flats. These costs are payable under the terms of your lease and there are serious consequences for non-payment.

- **Ground rent**

You are required to pay ground rent because the Council owns the land your flat is built on. The amount payable is stated in your lease and the sum is fixed for the duration of the lease.

- **Building Insurance**

The lease places an obligation on the Council to arrange buildings insurance for your block. A premium for this insurance will be charged to you as part of your annual service charge bill.

- **Management fee**

This charge is made to recover our costs in managing the administrative side of the leasehold service. The charge takes into consideration all the costs involved to manage, organise and deliver the service. The management charge is apportioned equally between all Caerphilly County Borough Council leaseholders.

- **Repairs**

Your lease requires you to pay a share of the costs incurred for repairs and maintenance. This is a variable charge that is calculated according to the actual cost of repairs carried out on your block of flats. You are charged a proportion of these costs in accordance with your lease and the number of flats in your block.

- **Improvements**

The council may at its discretion carry out improvement works to your flat or the block it is situated in. Your lease will determine whether or not you are required to contribute towards the cost of the improvement. Any improvements undertaken must be fair and reasonable.

- **Major Works**

Major works are defined as any work carried out to your flat or block that may result in an individual contribution of more than £250.00. This can include repairs, maintenance, improvements and cyclical redecoration. You will be formally consulted prior to the commencement of any major works.

- **Other costs**

You may also be charged for window cleaning, grass cutting, communal lighting, communal heating, and communal cleaning costs (where applicable).

## Your right to be consulted

Under Section 20 of the Landlord and Tenant Act 1985 (as amended by the Leasehold and Commonhold Act 2002) you have a legal right to be consulted before any major works are carried out or long-term agreements are entered into.

Major works are defined as works that will incur a cost of £250 or more to an individual leaseholder, or £1000 for the block. If we intend to carry out major works on your block, we are legally required to consult with you prior to starting work. If we fail to do so we may be limited in how much we can recharge you.

Also, the Council must consult with you before it enters into certain agreements or contracts for services that will last longer than 12 months and where the cost to each leaseholder is more than £100 (referred to as a qualifying long-term agreement).

## Formal Consultation

The consultation process includes at least two formal notices:

- **Stage One – Notice of Intention**  
This notice will be sent to all leaseholders who may be required to contribute to the cost of the work, as well as any local recognised Residents' Associations. Its purpose is to put you on notice that the Council intends to undertake major works. The document will contain a brief description of the work and will invite you to make written observations within 30 days. In some cases you may also be given the opportunity to nominate a contractor to undertake the work (conditions apply).

- **Stage Two – Section 20 Notice**

This notice will provide information about the tenders received for the work and confirmation of the company we intend to award the contract to. We are obligated to provide at least two competitive quotes, one of which must be wholly unconnected with the Council. You will also be given an estimate of how much the works on your block will cost, and a calculation of your individual **estimated** contribution. You will have a further 30 days from the date of the notice to make written observations. Work will commence after the Section 20 notice expires.

## Emergency works

In the event of an emergency, for example the chimney on your block collapses, the Council may carry out works to make it safe without consulting you. If it is later established that the Council acted reasonably and were justified in carrying out the repair urgently, you will still be liable to pay your share of the full cost.

## Recharges

If you are found to be responsible for causing wilful damage to the structure, exterior or communal areas of your flat or the block, you may be recharged for the full cost of any repairs to make it right. For example, if you cause wilful damage to the front door of your flat, the Council will replace it but you will be recharged the full cost of the repair. You may also be recharged for works if damage has been caused due to your neglect. For further information regarding recharges please contact your Leaseholder Services Officer.

## Paying your bills

The Council will issue you with an annual service charge bill in September every year. Your bill will include a breakdown of the charges payable for ground rent, buildings insurance, management fee and a proportion of any repairs that were carried out on your block for the stated period. The service charge bill will be followed by a formal invoice, which is payable in full on demand. If you are unable to pay the balance in full, flexible payment terms may be available by contacting the Council's Finance Team (maximum term 12-months from date of issue).

Major works on the block will be invoiced separately, as and when they are completed. In this case extended flexible payment terms may be available by contacting the Council's Finance Team. You may be required to complete an income and expenditure questionnaire to assess your financial circumstances.

Your contribution towards repairs and major works is calculated in line with the terms of your lease and is usually split equally by the number of flats in the block.

If you are subletting the property, flexible payment terms may be restricted. You will be asked to provide additional information in relation to rental income and typically payment will be required in full on demand. This is because receiving a rental income for the flat is considered a commercial operation. If you are unable to pay in full, you may be required to provide reasonable evidence to support that you have been unsuccessful in obtaining credit to pay the outstanding bills. The Council may then

consider offering you a repayment schedule, but this may include a charge for interest.

Payment methods:

- Direct debit
- Standing order
- Internet banking
- Telephone payments with debit/credit card
- Cheque payable to Caerphilly County Borough Council
- Post office payments
- Cash payments in any local Caerphilly Council Customer First office

Please remember to tell us your invoice number when making a payment.

## Mandatory loans

Government legislation (Housing Service Charge Loans Regulations 1992) states that under certain conditions, the Council must offer leaseholders a loan in order to repay a large invoice.

The Mandatory Loan conditions are:

- The invoice for your share of the repairs must exceed £1500
- The invoice must arise within the first 10 years from the date of purchase of the lease (there is no help for demands made after the first 10 years of the lease)
- The minimum amount loaned is £500
- The maximum amount loaned is £20,000
- The loan has to be secured on the flat by way of a mortgage
- Interest on the loan will be charged at a rate of interest determined under the Housing Act 1985

- You will have between 3 and 10 years to repay the loan depending on the amount of the loan
- An administration fee of up to £100 may be charged

If you would like more information regarding mandatory loans, please contact your Leaseholder Services Officer.

## **What will happen if I do not pay my invoices?**

Failure to pay invoices for charges relating to the property is a breach of your lease agreement. We will contact you in writing if your invoice is overdue giving a final demand for payment. If arrears remain unpaid, we may take the following action against you:

- Apply to the county court for a money judgment order – this will affect your credit status and you may be charged additional legal and administration charges.
- Notify your mortgage lender – some mortgage lenders may agree to pay the charges on your behalf due to their equitable interest in the property. If this happens, your mortgage lender will add the service charge arrears to the outstanding mortgage and charge you interest.
- Seek forfeiture of the lease – the lease agreement will be ended and you will lose your home without compensation.

If you are experiencing financial difficulties please contact your Leaseholder Services Officer for advice.



## Section 4

# Repairs and maintenance



## Repairs and maintenance

The lease specifies who is responsible for different repair and maintenance works.

Where the Council is responsible, we must decide what works are to be done and the best way to do them. We will take the views of leaseholders and tenants into consideration, but you should be aware that as long as we act reasonably, we have the authority to make the final decision on what works are required and when they will be done.

## Our responsibilities

As a general guide, the Council is responsible for all repairs and maintenance to the structure, exterior and shared parts of the building. This includes:

- All communal areas, both internal and external
- All communal fixtures and fittings, including communal fire protection systems, communal door entry systems, communal water tanks and communal soil pipes
- All pathways, driveways, boundary fences and walls (which serve the block)
- All external decoration, including fences and sheds
- All communal internal decoration, including shared stairwells and corridors
- All structural elements of the building including exterior walls, roof, chimney stack, guttering and downpipes, foundations, timbers, joists and beams
- All communal sewers and drains, communal windows and doors, communal electricity and lighting, and communal hot water systems
- Individual flat entrance doors and store doors opening on to communal areas

- Window frames (not including glazing)
- Communal grounds and parking areas
- Repairs to door entry systems

You will be charged your share of the cost of these repairs in line with the terms of your lease.

## Your responsibilities

Your responsibilities mainly concern the inside of your flat and include:

- Keys
- Freezing or bursting of internal pipes (including leaks into adjoining flats)
- Radiators, cisterns, tanks, boilers and pipes used exclusively within the flat
- Sanitary fittings including pipes and traps
- Fuses, light fittings, other electrical or gas fittings and appliances
- Internal decoration
- Gas flue testing, servicing and chimney sweeping
- Internal floor coverings, including floorboards, tiles, carpets, vinyl and laminate
- Internal non load-bearing walls including plaster or other surface material and wall tiles
- Internal fittings such as glazing, curtain rails, fitted storage units, kitchen units, sinks, baths, showers, toilets and door furniture
- Internal doors and frames (not the flat entrance door)
- All damage caused by your household members and visitors
- Repair and maintenance of private garden areas and fencing

## How to report a repair

If you notice a problem with any of the areas that fall under the Council's responsibility you should report it as soon as possible.

### You can report a repair by:

- Telephoning the Council's Centralised Repairs Team
- Visiting your local housing office
- Writing to your local housing office
- E-mailing your local housing office
- Telephoning the out of hours service – to be used for emergency repairs only, if the repair is not an emergency you may be recharged for using the service

### When a repair is reported we will:

- Check to see if it has already been reported, or if it is going to be carried out through the Welsh Housing Quality Standard (WHQS) major works programme
- Check to see whose responsibility it is to carry out the repair
- Determine how quickly we should respond

### We will tell you:

- Who is responsible for the repair (leaseholder or council)
- If we need to inspect the repair and the timescale for the inspection
- What priority will be given to the job
- The job number/reference number
- An appointment date and time, if appropriate
- If the repair may be rechargeable and if so the approximate cost
- If the repair will be done by the Council's workforce or a Contractor

## When will my repair be completed?

Our target times are based on:

- Policy and procedures agreed by the Council
- The Right to Repair legislation
- Accepted good practice
- Priorities decided by our Surveyors and Centralised Repair Team

### Current priorities (as at 1st April 2017):

| Priority Code | Category                                      | Target Time for completion of repair |
|---------------|---|--------------------------------------|
| 01            | Emergency – out of hours                      | 2 Hours                              |
| 02            | Emergency – working hours                     | Same day                             |
| 03            | Appointment                                   | 25 Days                              |
| 05            | Appointment                                   | 50 Days                              |
| 08            | Appointments following pre-inspection of work | 66 Days                              |



**Who will do the work?**

The majority of repairs are completed by the Council's Housing Repairs Operations In house workforce. We also use external contractors for specialist jobs. All contractors have to abide by the Charter for Trust working arrangements while working in your home. A copy of the Charter can be obtained from your Leaseholder Services Officer.

**What if I am unhappy with the repair?**

If you have already reported a repair and have concerns regarding any issues concerning the work e.g. length of time you have been waiting, or quality of the work undertaken, please contact your Leaseholder Services Officer.

**What should I do if I think the repair should be covered by my buildings insurance?**

If you suspect that the property has suffered damage as a result of one of the insured perils e.g. storm, flood or vandalism, you should report this to your Leaseholder Services Officer as soon as practicable. The Council will investigate and should this be confirmed, you will be eligible to make a claim under your buildings insurance policy. More detail regarding your building insurance can be found on Page 25.



## Section 5

# Caerphilly Homes Investment Programme

## Caerphilly Homes Investment Programme

The Welsh Government believes that everyone in Wales should have the opportunity to live in a good quality home within a safe and secure community. The quality of people's homes is critical to the quality of their lives. With this in mind the government has placed a statutory obligation on social housing landlords to bring their properties up to the Welsh Housing Quality Standard (WHQS) by 2020.

Caerphilly Council is spending £200 million to bring all of its homes up to the WHQS standard by 2020. This means that all homes should be:

- In a good state of repair
- Safe and secure
- Adequately heated
- Well managed
- In attractive and safe environments
- Suitable for specific households

The Council will undertake surveys of each property to ascertain what work is required. The standard includes both internal and external works but we will only undertake external work to leasehold flats. These works may include:

- Boundary walls and fencing, front and rear
- Gates
- Shed / shed door & roof
- Surface water drainage
- Pathways and steps
- Roof, fascia, soffits and guttering
- External communal doors
- Individual flat entrance doors

As a leaseholder you may be required to contribute to the cost of the works carried out on your flat and the block. If this cost is likely to exceed £250 per leaseholder, we will consult you before starting work. Further information regarding WHQS works will be sent to you as the programme progresses.



## Section 6

# Improvements / alterations

## Carrying out improvements or alterations to your home

You should remember that the Council is responsible for the structure, exterior and communal parts of your flat and the block it is situated in. If you wish to carry out any improvements or alterations that may affect these areas, you should first seek advice from your Leaseholder Services Officer.

If you intend to make minor improvements or alterations to the inside of your flat, for example, decoration or changing fittings and fixtures, you do not require written permission. However, should the alteration or improvement require a structural alteration, such as work to load bearing walls, heating or gas pipes, plumbing or electrical rewiring, you must request Landlord's Consent from us.

**You are not permitted to carry out any repairs or painting to the structure, exterior or communal areas of the property/block.**

For works that involve a structural alteration, the Council will consider granting Landlord's Consent but certain conditions may be imposed to ensure that standards are met. This is to ensure that safety requirements are maintained and that the block keeps a consistent appearance. The work must be undertaken at your own expense and you will become responsible for all future maintenance. We may ask you to vary the terms of the lease

in order to formally recognise maintenance responsibilities. The process is relatively straightforward but you will be responsible to pay any costs involved.

In some instances a member of our technical staff may need to visit your home to assess the proposed work. We may charge a fee for this service if the alteration is complex or if it is a highly technical project. We will also ask you to contact us once you have finished the work so that an inspection can be undertaken.

**Make sure you have obtained all the relevant permissions including Building Regulation approval and planning permission.**

Examples of works that require Landlord's Consent:

- Bathroom and kitchen refurbishment (where pipework or electrics are affected);
- Installing a shower;
- Work on any water and waste pipe work;
- Central heating and water heating installation;
- Re-wiring your home;
- Installing external aerials and satellite dishes;
- Internal structural alterations;
- Installing adaptations for people with disabilities;
- Erecting fences or gates
- Landscaping works, garden ponds and water features;

- Erecting a greenhouse or wooden shed;
- Erecting conservatories and extensions;
- Construction of outbuildings and garages;
- Installing or maintaining driveways, paths and patios;
- Repair or renewal of external doors and windows (excluding glazing).

You are not permitted to undertake any of the following works:

- Any roof work including chimneys;
- External painting;
- Any work on guttering/fascia boards/soffits/down-pipes/soil-pipes;
- External rendering work;
- Work on boundary and retaining walls;
- Any work on council owned fences and gates.
- Any repairs to the structure, internal communal areas, external communal areas and outbuildings.

## How do I ask for landlord's consent?

You should contact your Leaseholder Services Officer providing a detailed specification of the intended works and a drawing if appropriate. You may be asked to provide additional information depending on the type of work you plan to undertake.

We understand that you may be keen to get started but you must wait until you receive our written consent. It is not guaranteed that consent will be granted and if your request is refused after you have started or even completed the work, you may be

instructed to restore the flat to its original state at your own expense. In addition, if the Council has to carry out remedial works, you may be charged for any cost involved.

## Alterations to your property if you are elderly or disabled

If you are elderly or disabled and experience mobility issues either inside the flat, or getting to the flat, you can contact Social Services for advice on helpful adaptations. If you need adaptations there may be funding available to help you. Please remember to obtain Landlord's Consent prior to any works being started.





## Section 7

# Living in your home



## Buildings insurance

The Council is responsible under the terms of the lease to arrange buildings insurance for your block. The annual premium for the insurance will be charged to you as part of your annual service charge bill.

The buildings insurance policy covers the building for loss or damage caused by any of the insured perils: fire, lightning, explosion, earthquake, aircraft, storm, tempest, flood, escape of water, escape of oil, theft, impact, riot and civil commotion.

**Your buildings insurance cover does not include the contents in the flat or routine maintenance, fair wear and tear, or gradually operating causes.**

It is compulsory for leaseholders to pay the buildings insurance premium. The premium is based on the rebuild cost of your block and you are charged an apportioned share of this.

For further advice about your buildings insurance cover, a copy of the policy or a claim form, please contact the Council's Insurance Department.

## Gas safety

You are responsible for gas safety within your flat – this includes appliance and flue checks. You should ensure that any gas-fired apparatus, including gas boilers, and gas appliances are properly serviced and checked annually by a Gas Safe registered contractor and ACS certified engineer. All new gas cookers or hobs should be fitted with a Flame Supervision Device (FSD). A

copy of the Landlord's Annual Gas Safety Record – CP12 is required for our records and should be sent to your Leaseholder Services Officer.

If you have a gas or a solid fuel fire it is your responsibility to ensure that your chimney is swept on a regular basis and that all flues are tested and serviced annually.

## Carbon monoxide awareness

Carbon Monoxide is a highly poisonous substance produced by the incomplete burning of fuels such as gas, oil, coal or wood. This can happen when a gas appliance is incorrectly fitted, badly repaired or poorly maintained. It can also occur when a flue, chimney or vent is blocked. Carbon monoxide is poisonous to breathe and can cause fatal suffocation but it has no taste, smell or colour.

The signs of carbon monoxide are:

- Cooker or fire burning with a yellow flame instead of blue
- Dark sooty marks on the wall or around the appliance
- You feel drowsy, breathless, dizzy or sick
- You experience headaches, collapse or lose consciousness

If you suspect a problem with carbon monoxide:

- Switch off the gas
- Open the windows
- Contact the appropriate tradesperson to investigate straight away. You will have to pay for any works that are needed
- Visit your GP as soon as possible

## Health and safety

Health and safety is particularly important in a block of flats because the actions of one resident can affect all the residents in the block. You should make every effort to comply with health and safety advice and avoid any activities that may endanger your own health or that of another person. In particular, you should not use portable gas heaters, paraffin heaters or store any flammable liquid in your home other than small amounts of household cleaners.

**Remember you are responsible for any damage caused to neighbouring properties.**

## Water

Freezing water can cause serious damage to plumbing. Make sure you know where your stop tap is and how it works, so that you can find it in a hurry when you need to.

To prevent freezing pipes:

- Try to keep your property reasonably warm
- Insulate pipes that are most likely to freeze
- Repair dripping taps

If you have a burst pipe or major leak:

- Put something under the leak to catch the water
- Turn the water off at the stop tap
- Turn on all taps until they run dry
- Switch off the electricity at the mains and switch off any water heaters/central heating

- Warn any neighbours whose flats may suffer damage
- Contact an appropriate tradesperson to investigate/fix the problem. You may have to pay a charge for this work.

## Electrics

Electrical faults can cause fire or injury.

Don't risk it. Remember:

- Electrical appliances must be installed by a competent installer
- Don't run wires or flex across rooms or under carpets
- Don't use electrical appliances in the bathroom
- Never touch anything electrical with wet hands
- Don't overload sockets

## Keeping pets

Generally speaking flats and maisonettes are not suitable for many pets and serious consideration should be given to the well being of the animal, as well as the potential impact on your neighbours, before making any commitment.

If you would like to keep a pet at your flat or in the garden including a cat, dog, reptile or other animal, it is recommended that you first obtain advice from your Leaseholder Services Officer. If Landlord's Consent is required, we will not unreasonably deny consent but we can refuse if deemed appropriate. If you do keep animals at the property, you must ensure that they do not cause a nuisance e.g. noise nuisance and fouling and they should not be kept in any communal areas of the block.

## TV aerials and satellite dishes

If you would like to install a TV aerial, satellite dish or similar apparatus you must first obtain written consent from the Council. You are also responsible for checking if planning permission is required and to make good any damage caused to the structure of the building at your own expense.

## Condensation and damp

Condensation occurs when moisture is deposited on cooler surfaces, such as a wall or window and turns into droplets of water. If this happens regularly, mould can start to grow.

If your home suffers from condensation you should try to reduce the amount of moisture in the air:

- Open the windows and ventilate the room
- Wipe down the windows and sills every morning
- Avoid drying clothes on the radiators in your home
- Cover saucepans when cooking and do not leave kettles boiling
- Ensure tumble dryers are vented outside
- Keep your home warm
- Keep air vents unblocked

Condensation and mould growth is different to structural damp. If you think you have damp at your property, caused by leaking pipes, roof disrepair or rising damp, contact your Leaseholder Services Officer.

## Overcrowding

The Housing Act 1985 states that you must not allow your property to become statutorily overcrowded. For further advice, contact your Leaseholder Services Officer.

## Rubbish and personal items

Careful disposal of rubbish is always important, but it is particularly important in blocks of flats. You should never leave rubbish bags outside your front/back door or communal doors and it is your responsibility to make proper arrangements for the removal and disposal of larger items of household waste.

It is also important that you keep communal areas, including internal/external stairwells and paths, clear and free from rubbish and personal items at all times. This includes bicycles, pushchairs, household and mobility items.

## Section 8

# Fire safety in flats

## Fire Kills!

Get out & stay out!

Call 999!

You are responsible for ensuring that your home is properly fitted with smoke detectors. Protect yourself, your family and other residents in the block by using, testing and cleaning your alarms regularly. Make sure the occupants of your flat know what to do if the alarm sounds. This is of particular importance in two and three storey buildings.

Make sure you don't leave any objects or combustible items (including furniture, curtains, wheelie bins, pushchairs and bikes) or any other items on landings or shared stairs which could obstruct the exit route, or promote fire spread within common escape routes: putting your life, your family members and your neighbours lives at risk.

A single door mat is acceptable outside each flat entrance door provided it is specifically intended to be a door mat and it is placed directly in front of your door. It must have a non-slip backing material, be in good condition and free from curling edges. The doormat must not be wider than the width of the door and it must not be located at the top of the stairs or cause a tripping hazard. Rugs, runners, carpet off cuts and carpet tiles are NOT acceptable.

## Fire door legislation

The Regulatory Reform (Fire Safety) Order 2005 introduced duties in relation to fire safety in the common areas of blocks of flats. The legislation specifies that for blocks of flats where residents share a single exit route, for example a communal stairwell, the route must be protected to ensure safety in the event of a fire. The regulations specify that flat entrance doors that open on to a single exit route must be 30 minute fire resistant.

**You should not change or make any alterations to your flat entrance door without first obtaining Landlord's Consent from your Leaseholder Services Officer. You should never remove the self-closing device on a fire door.**



## Planning an escape route

It is important to plan an escape route and be prepared in the event of a fire.

Steps to safety:

1. Make sure you and your household members are familiar with the fire escape plan, what to do in a fire and all escape routes. The best escape is down the shared stairs and out through the back or front entrance doors.
2. Put details of what to do in a fire somewhere prominent in your home to remind your household members of what to do in the event of a fire. Make sure everyone knows where the fire exits are situated.
3. Keep all exits and communal areas clear at all times.
4. Keep fire doors closed to help prevent the spread of fire and to give you more time to get out. Do not remove self-closing devices.
5. Find a room in your home where you can safely go in the event of a fire, if possible where there is a window and a telephone.
6. Keep your property address near your telephone as this will help your children and relatives call for help and provide emergency services with accurate information.
7. Keep a good quality torch in your home and within easy reach. Make sure all your household members know where to find it and test it regularly. This will help you leave the building safely during the night if the electricity or lighting fails.
8. If any member of your household has a disability which prevents them moving around easily (e.g. sight or hearing problem), make sure you keep any aids that they rely on in a place where they can easily get to them (e.g. walking aids). When you call emergency services make sure you tell them if anyone has a disability which may affect them moving around easily.
9. Count how many doors you need to go through when taking your escape route – it is easy to get confused in smoke or in the dark.
10. KEEP CALM AND ACT QUICKLY
11. If the fire is **in your flat** and you cannot control it:
  - Before opening any door use the back of your hand to touch it. Don't open it if it feels warm as the fire could be on the other side. If it is not safe for you to leave follow the advice in point 12 below
  - If it is safe to do so, leave immediately and, if possible, close all internal and external doors
  - Do not waste time collecting valuable items or possessions
  - If possible warn your neighbours
  - Telephone the emergency services
  - Leave the building using the safest escape route
  - If safe to do so, remain on site, outside and a safe distance from the fire. It would help emergency services if you could tell them if possible, what caused the fire and where it is located. This will save valuable time, could help to save lives and limit the damage.

12. If the fire is in a **shared area**:
- If you know your exit is clear, leave quickly and where possible alert your neighbours
  - Do not waste time collecting any valuable items or possessions
  - If it is not safe for you to leave, take everyone to the safest room in your home
  - Close all external and internal doors where possible
  - Block the bottom of the doors in your safe room with wet clothing to stop smoke getting in
  - If there is a lot of smoke crawl along the floor where the air will be cleaner
  - Open the window and call for help – if you cannot open the window break it as safely as possible
  - Phone the emergency services and tell them what is happening as clearly as possible
13. If your clothes catch fire, lie down and roll around or smother the flames with a heavy material. **REMEMBER: STOP, DROP AND ROLL!**
14. If you are on the ground floor then it will be easier to get out. If you need to break a window, do so safely and cover any sharp broken glass edges to enable you to climb out safely.
15. If you need to get out of a flat that is higher than ground floor, then throw some bedding or soft items onto the ground to break your fall. Only attempt this if it is practical to do so and you are within a reasonable height. Never jump from a window! Lower yourself down and then drop at arm's length.
16. When the emergency services arrive, they will tell you what to do next.
17. **DO NOT GO BACK INTO THE BUILDING**

#### Checklist

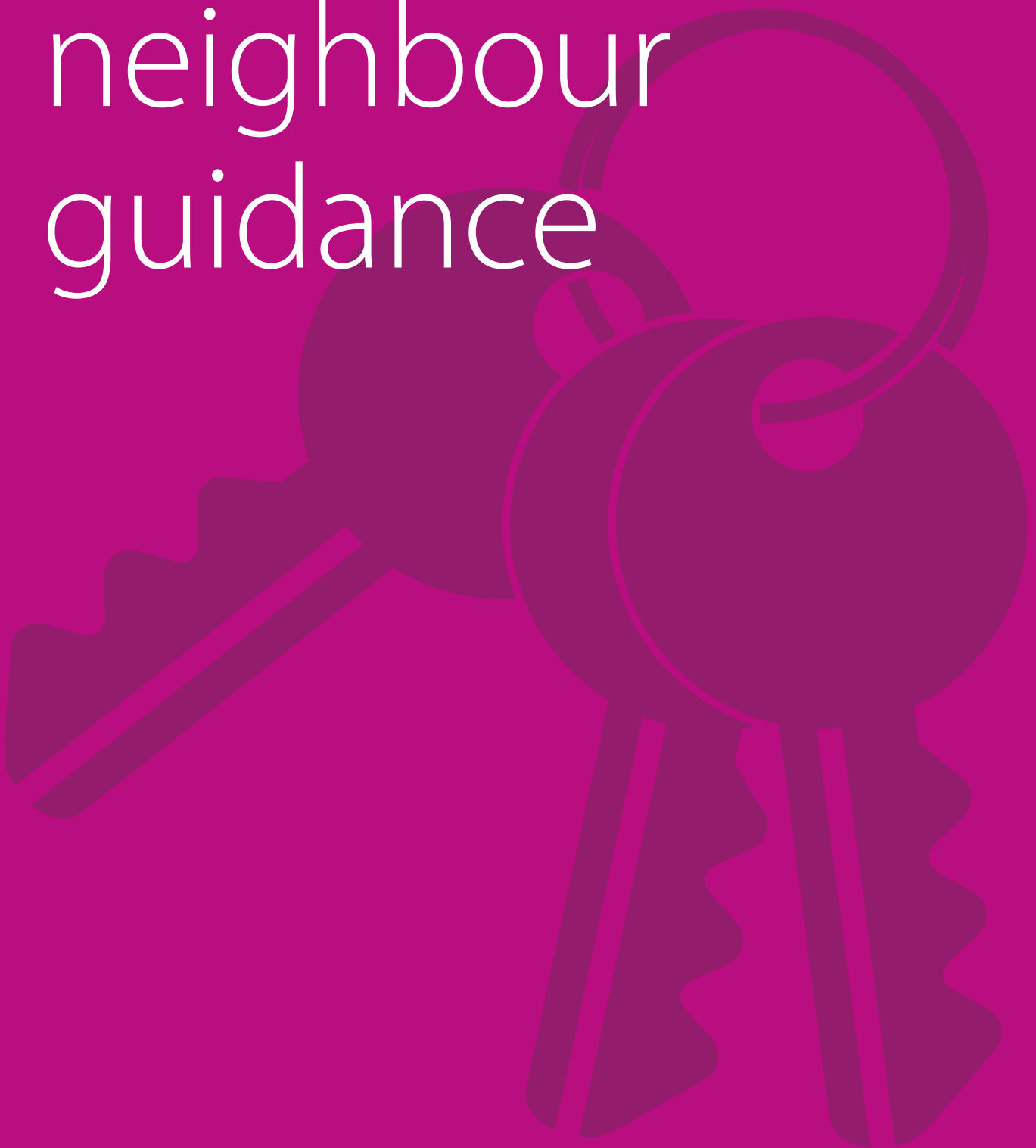
- Close inside doors at night to stop a fire from spreading
- Turn off and unplug electrical appliances unless they are designed to be left on
- Check your cooker is turned off
- Don't leave the washing machine or tumble dryer on
- Turn heaters off and put up fireguards
- Put candles and cigarettes out properly
- Don't leave electrical devices on charge e.g. mobile phone
- Make sure exits are kept clear
- Keep doors and window keys where everyone can find them

If you have any questions relating to your safety, contact your local fire service for free advice.



## Section 9

# Good neighbour guidance



Most neighbours try their best to get on with each other but sometimes problems arise. If this happens, as a good neighbour there are a few simple things that you can do to help resolve problems of nuisance behaviour.

If this is the first time you have experienced problems with your neighbour, it often helps if you try to sort things out directly with them before involving a third party. They may not realise that they have caused you a problem. Most neighbour problems can be easily resolved at an early stage.

## Always stay calm

It could be that the problem has a simple explanation and your neighbour did not realise it had caused you a problem. Below are some simple rules to follow if you intend to approach your neighbour to discuss the problem.

### Do:

- Try to sort things out yourself first
- Remain calm at all times
- Work out what you want to say before you approach them
- Approach your neighbour when you know they will have time to talk to you (not when they are on their way to work)
- Speak to them face to face when they are on their own
- Speak to them politely and quietly
- Listen to their side of the story
- Be prepared to compromise
- Leave straightaway if people are aggressive or threatening when you approach them – if this happens you will probably need to consider help to sort the problem out

### Don't:

- Speak to your neighbour if you are angry or annoyed
- Dismiss their explanation for the problem
- Swear or shout at your neighbour
- Lose your temper, become aggressive or use confrontational body language or discriminatory language

If you feel that you have tried to speak to your neighbour about their behaviour or actions that are causing a problem (such as noise nuisance) but it hasn't made any difference, then it may be time to ask for help from someone.

### What is anti-social behaviour (ASB)?

ASB can be caused in many ways, for example:

- Noise nuisance
- Verbal abuse/harassment/intimidation/threatening behaviour
- Domestic violence/abuse
- Drugs/substance misuse/drug dealing
- Vandalism
- Pet nuisance
- Litter/rubbish/fly tipping
- Graffiti

All of the above can interfere with the rights of residents to use and enjoy their home or community. You are responsible for your actions, as well as the actions of your children and any visitors to the flat. If you are found to be causing neighbour nuisance or ASB, any action taken against you as a consequence of breaching the lease agreement could lead to you losing your home.

## How to make an Anti-Social Behaviour complaint

If you feel that your neighbour is responsible for causing any form of anti-social behaviour, please contact your Leaseholder Services Officer who will take the details of your complaint and provide you with some initial advice. Less serious matters will be investigated by your Leaseholder Services Officer. If the complaint involves a serious allegation such as assault, threatening behaviour or intimidation, the matter will be referred to the Tenancy Enforcement Section.

It is always helpful if you keep a record of any incidents (e.g. date/time) as you may be asked to complete diary record sheets to help with any enquiries.

The Council will not take sides during an investigation but it will try to find out the facts of the complaint and how to best resolve the problem if there is a proven breach of tenancy or lease agreement. The Council works collaboratively with other agencies including the police, social services, and youth offending service in order to prevent and address nuisance and anti-social behaviour.

## Action that can be taken

You are entitled to live in quiet enjoyment in your own home and you should feel safe and secure. There are various types of action that the Council can take to help resolve neighbour problems during the course of their investigation.

They include:

- Writing to or interviewing the person causing problems
- Providing support to help stop the problems
- Making a referral to a mediation service
- Making a referral to a support service
- Taking out an injunction against the person
- Making an application to the court for possession of their home

## Limitations:

You should have reasonable expectations of what action the Council can take with regards to neighbour nuisance and ASB. Remember:

- If a leaseholder is in breach of their lease agreement, the Council cannot seek forfeiture action without going to court. To be successful in court action, sufficient evidence must be obtained to prove the breach.
- If a tenant is in breach of their tenancy conditions, the Council cannot evict them without going to court. Again sufficient evidence must be obtained to prove the breach.

- Mediation services will not be considered unless all parties are willing to take part to resolve the problem.
- Action cannot be taken if a problem is not serious enough, or if the law has not been broken, or if there is not enough evidence.

Do not suffer in silence. Our dedicated teams are here to help you. If you feel you are suffering any form of anti-social behaviour contact your Leaseholder Services Officer immediately. We take all complaints of nuisance very seriously. If you make a complaint we will do everything in our power to resolve the situation.

## Vandalism

If you witness any vandalism to your flat, the block the flat is situated in, or the exterior parts of the block, you should follow these steps:

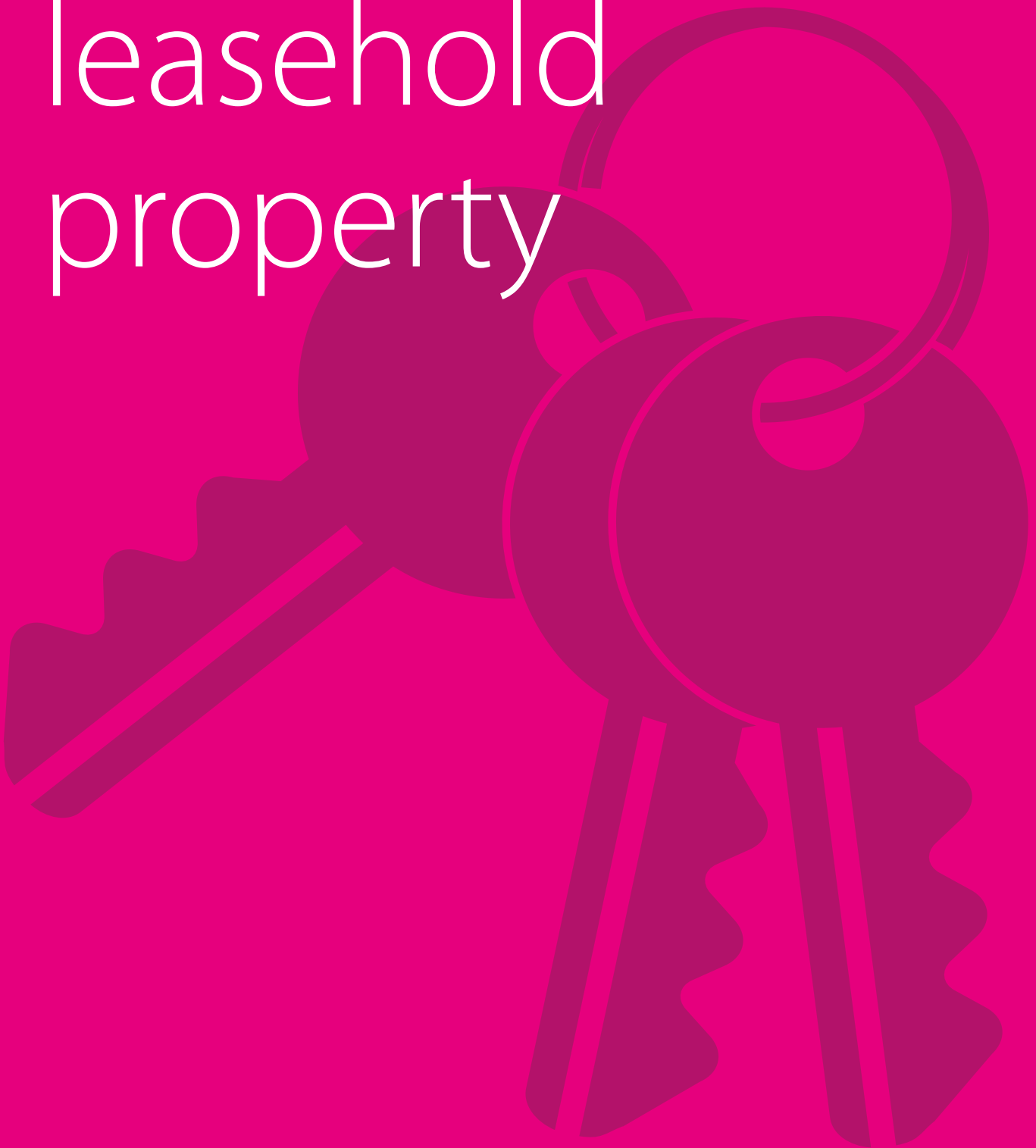
- Immediately report the incident to your local police station and obtain a crime reference number.
- Inform your Leaseholder Services Officer as soon as practicable.

If you follow the above steps, it may be possible for you to make a claim on your buildings insurance for the cost of any damage caused by the vandalism.



## Section 10

# Buying a leasehold property



A Caerphilly Council flat can be purchased directly from the council by an existing tenant under the Right to Buy scheme or on the open market from a previous leaseholder.

## Right to Buy (RTB)

When a tenant applies to purchase a flat or maisonette through the Right to Buy scheme, the Council will issue a notice known as an 'Offer Notice' required by Section 125 of the Housing Act 1985. This notice details the terms of the sale and includes estimates for services and works that are carried out on a regular basis, together with a schedule of major repairs or improvements which are planned over the 5 years following the sale.

We cannot charge you more than the estimates plus an allowance for inflation for such work during an initial period of five years from the date when the lease was first sold. When that period has run out, we can charge you your share of the reasonable cost of any work that is done.

If you bought a property on the open market from the previous owner, which was sold less than five years ago through RTB, the Section 125 Notice will still be valid. A copy of the proposed lease will be issued when you apply to buy the property. You will be offered a home visit from the Leaseholder Services Officer during the application process to talk through some of the main issues that a prospective leaseholder should be aware of. At these visits we offer basic information only. Your solicitor should advise you in more detail as to the terms of the lease that you will be bound by and the projected service charges that you would be expected to pay.

Please note at the time of going to print (June 2017), Welsh Government are consulting on suspension of the right to buy.

## Open Market Purchases

You may have bought or be planning to buy a leasehold property on the open market from a previous owner. In this case your solicitor should contact the Council's Leaseholder Services Officer who will provide a Landlords Questionnaire (there may be a charge for this service). This document will include all of the details required to make an informed decision as to whether or not the property is right for you and your budget.

The Landlords Questionnaire will include the following standard information but more detail can be provided on request.

- Details of ground rent, insurance and service charge bills for the past 3 years;
- An up to date statement of service charge accounts for the property (whether or not there are any outstanding payments)
- Details of any items of major works scheduled for the next 3 years;
- A summary of the buildings insurance cover;
- General information about the flat structure and the block in which it is situated.

Should you decide to purchase the flat, you must ensure that the seller has paid all charges due up to the date of purchase. This will involve obtaining a completion statement from the Council prior to the

date of contract exchange. Failure to do so may cause a delay in the property being formally assigned to you.

If you have recently purchased a leasehold flat that is managed by Caerphilly Council you should contact us immediately to ensure that we have amended our records to reflect the change in ownership. The Council's Legal Department requires a Notice of Assignment (fees apply) which should be sent by your solicitor. If you require advice regarding the change of ownership process, or your obligations and responsibilities under the lease agreement, your Leaseholder Services Officer can assist with a home visit if required.

## Right to Manage

Under The Commonhold and Leasehold Reform Act 2002, leaseholders have the right to manage their block of flats without having to show fault or poor management on the part of the landlord. This right is subject to a number of legal requirements and only applies to those who own a long lease (known as qualifying leaseholders). In addition it only applies where the total number of flats owned by qualifying leaseholders is not less than two thirds of the total contained in the premises. The majority of leaseholders must agree to this.

Those who wish to exercise the Right to Manage must set up a right to manage company, and then apply to exercise their rights. There is a legal process that must be followed involving a number of notices being served on the landlord in a prescribed format.

For further information about this please contact your Leaseholder Services Officer or seek independent legal advice.

## Collective Enfranchisement

Subject to certain conditions leaseholders of flats have the right to purchase the freehold of their building as a group if they and their building qualify.

Enfranchisement is a 'group or collective right for leaseholders of flats to buy the freehold of the building they live in'. For more information about this please seek independent legal advice.

## Selling Your Flat

You may sell your property (i.e. assign your lease to someone else) at any time, but there are a number of things you should bear in mind:

- **Let us know**  
If you intend to sell your home to someone else you need to let us know immediately. Whilst the Council does not currently operate a buy-back scheme we have a right to first refusal, which must be recognised and satisfied.
- **Discount repayment**  
If you sell your property within the Right to Buy discount period (i.e. within 5 years of the property originally being sold by the Council) you will have to repay all or some of the discount received when the property was originally sold.
- **Information supplied to your buyer**  
The person you are selling your flat to will want various details about your home. This can be provided by your Leaseholder Services Officer in the 'Landlord's Questionnaire'. This questionnaire includes details of any outstanding charges on your account, as well as information regarding service charges and the structure of the building. There may be a charge payable for this service.

- **Service charges**

Your solicitor should contact us for a completion statement once a sale date has been agreed. A final statement of account will be provided including apportioned charges that you have not yet been billed for (service charges are issued in arrears). We will not formally assign the lease i.e. transfer the rights to the new owner until all monies due on the completion statement are paid. In addition, if you have been consulted regarding major works and the final bill is due after the sale of the property, you must agree with your purchaser who is responsible for payment. You should let us know the details of any agreements made as a part of the sale to ensure that we issue invoices to the correct person.

- **Notice of assignment**

Make sure after the sale is completed that your solicitor sends us notice that your lease has been assigned to someone else. If the Council does not receive formal notice, you will remain on our records as the leaseholder and we will contact you with regards to any issues at the property, including charges.

## **Subletting Your Flat**

You have the right to take in lodgers or rent your flat. It is not necessary to ask our permission, but you must let us know as it may affect your buildings insurance. You will also need to tell us who is living in the flat and provide your correspondence address and telephone number so that we can contact you in the event of an emergency. A copy of the tenancy agreement is required for our records and this should be sent to the Leaseholder Services Officer.

You will remain responsible for payment of your ground rent, insurance and service charges even if you are not occupying the flat. You are also responsible for ensuring that your tenants abide by the lease conditions. If there is a breach in your lease agreement, action will be taken against you, not your tenant. You should also note that we expect to deal directly with you if we have any problems, not your tenant or letting agency.



## Section 11

# Getting involved



## Getting involved with Caerphilly Council

There are different ways in which you can get involved in the management of your home. We aim to be fully accountable to our residents and to involve you in our work. We believe residents have an important role to play in monitoring our services and we welcome feedback on how we can improve. If you would like more advice on how you can get involved, please contact your Leaseholder Services Officer.

## Complaints, Comments and Compliments

### Complaints

We aim to provide the best possible service to our tenants and leaseholders but recognise that complaints are an inevitable part of any business.

If you have a complaint regarding the leasehold service, including your service charge bill, the way you have been treated or any issues regarding repairs, you should first contact your Leaseholder Services Officer. We will do everything we can to resolve your complaint as quickly as possible and this may include referral to an independent facilitator. If you are not satisfied by our response to your complaint, you can make a formal complaint via the Corporate Complaints Procedure.

You can make your complaint in any of the following ways:

- Online
- Email
- Telephone
- In writing
- Referral from your Leaseholder Services Officer

If you would like more information regarding our complaints procedure, please contact your Leaseholder Services Officer or visit the Council's website [www.caerphilly.gov.uk](http://www.caerphilly.gov.uk).

### Ombudsman

If we do not succeed in resolving your complaint, you may complain to the Public Services Ombudsman for Wales.

### Leasehold Valuation Tribunal (LVT)

The LVT is an independent and impartial body that considers leasehold disputes. The hearings conducted by the LVT are semi-formal and are often a quicker and simpler alternative to court proceedings. There may be a charge payable for this service.

### Compliments and Comments

We value your feedback so please help us identify where we are providing a good service, and also identify employees who have met or exceeded your expectations.

We aim to continually improve our service and welcome comments and suggestions about how we can do this.

For information on how you can make a compliment or comment, please contact your Leaseholder Services Officer.



## Frequently Asked Questions

### **When will I be issued a service charge bill?**

Service charge bills are issued 18 months in arrears and you will receive an official invoice by the end of September every year.

### **I cannot afford to pay my service charge bill, what should I do?**

Do not ignore invoices or final demands for payment – this can result in additional costs being added to your account. If you are experiencing financial difficulties you should contact our Finance Team for advice. In most cases we will be able to offer you an affordable repayment plan.

### **The lease states you are responsible for repairs and maintenance so why do I have to pay?**

The lease places a legal duty on the Council to provide certain works and services to leaseholders. The duty placed on us is to undertake the work, not pay for the work. If you owned a freehold house you would have to pay all the costs of running your home whereas as a leaseholder these costs are shared with your landlord and other leaseholders. Your lease requires you to pay a share of these costs and failure to do so is a breach of the lease agreement.

### **Why do I have to pay for repairs that are carried out on other flats in my block when I do not benefit from them?**

Your lease defines that you are responsible for paying an apportioned share of repair costs for your block. In some cases you may not directly benefit from the repair but that does not mean that you are not liable to contribute. Remember that when a similar repair is carried out on your flat, you will only pay a proportion of the cost, not the full cost.

### **Why doesn't my building insurance cover the cost of repairs?**

Your building insurance premium covers the cost of any repairs that are carried out as a result of storm damage, vandalism, flood damage, fire and other insured perils. It does not cover general maintenance or fair wear and tear. It is important that you tell us if you think damage has been caused as a result of one of the insured perils. For more information please contact the Council's Insurance Department.

### **How do I know that I'm paying fair rates for repairs and maintenance?**

Some repairs and maintenance are carried out by the Council's in-house work force and some are carried out by contractors who have won the contract in open competition with other contractors. Caerphilly Council has a schedule of rates for repair items and this schedule is benchmarked with the National Schedule of Rates to ensure our prices are competitive.

### **How will I know when you intend to carry out work on my block?**

The Council will not inform you if we are carrying out minor repairs or maintenance that will cost you individually less than £250. However, for any repairs that will cost you more than £250, or where the block cost is likely to exceed £1000, we will consult you before starting the work.

### **How do I report a repair?**

Please contact our Central Repairs Team who will take the details from you and organise the repair.

**Can I carry out my own repairs?**

You are permitted to carry out internal repairs within your flat but you must not carry out any repairs, maintenance, alterations or improvements to the structure, exterior or shared parts of your block. These areas are entirely the Council's responsibility.

**Can I paint the outside of my property?**

No. You must not carry out any painting works to the exterior of the building, or in any internal communal areas. This is very important as some surfaces require special treatment prior to painting, or the use of a specific type of paint. If you carry out inappropriate painting works you will be recharged any costs associated with removing the paint.

**Why do I have to obtain Landlord's Consent to alter or improve my flat?**

As landlord of the block, we must ensure that any alterations or improvements do not adversely affect the health or safety of anyone who lives in your block of flats. We also have to make sure that the work you are planning does not affect our ability to repair or maintain the flat or block in the future. Each application you make will be judged on its own merits, but we reserve the right to refuse your application for the reasons above. Applications must be in writing so that a clear and accurate record of the request is stored on your file.

**What should I do if I have water coming into my property from the flat above?**

If you suspect that your upstairs neighbour has a leak, you should first attempt to contact them directly to resolve the issue. If you are unable to do this, contact your

Leaseholder Services Officer who may be able to assist you. Be careful if the leak is near any of your electrical switches or sockets. You should call an electrician if you have concerns regarding water penetration affecting your electrics. If the leak has caused damage to your property, contact the Council's Insurance Department for advice on whether you can make a claim.

**My downstairs neighbour claims they have water leaking into their flat from my property. What should I do?**

You are responsible for all internal water pipes in your home. You should discuss the issue with your neighbour in order to obtain as much information as possible on the location of the leak. You may need to employ a plumber to help you identify and fix the problem.

**What can I do if I am experiencing anti-social behaviour?**

The Council has a dedicated Tenancy Enforcement Team that investigates complaints regarding anti-social behaviour. If you feel you are a victim of anti-social behaviour, contact your Leaseholder Services Officer who will assist you to make a complaint.

**What should I do if my property is vandalised or suffers storm damage?**

The main structure of the building is insured against vandalism and storm damage but you must follow the correct procedure or your claim might be unsuccessful. Refer to the relevant sections in the handbook for further details.



**This publication is available in Welsh, and in other languages and formats on request.**

# Leaseholder's Charter

## Introduction

Caerphilly County Borough Council is committed to providing the highest quality and most cost effective service possible. This will be achieved by:

- Publishing standards for the services we provide.
- Reviewing services with a view to enhancing standards and efficiency.
- Developing customer care policies to meet changing needs.

The Council has a legal obligation to provide its tenants and leaseholders with information about their services and this Charter forms part of the package of information that we are now providing.

**This Leaseholder's Charter tells you what you can expect from our staff when you receive services from us. It is our public promise to you of the standards we intend to meet.**

## Our Staff

**You can expect our staff to:**

- be polite and attentive.
- be sensitive to your needs and honest about how they can help.
- be well informed and trained in their duties.
- carry official identity cards displaying their names and photographs.
- carry out their work fairly and without discrimination for any reasons.

## Our Offices

**You can expect our offices to have:**

- A clean, warm and friendly environment.
- A place where you can discuss your business in private whenever possible.
- General information about the work of the Council.

## We will aim to:

- Provide an appointment for you to see a named member of staff on request.
- Give you an estimate of how long you need to wait to see a member of staff.
- Treat information about you confidentially and in accordance with legal requirements.
- Provide you with names, locations and telephone numbers of staff who are responsible for local leaseholder and housing issues where requested.
- Provide you with advice, information and support in filling out leasehold related forms.
- Arrange home visits where appropriate.
- Leave calling cards if you are out telling you how to get in touch with us.

## Contacting us by telephone

We will aim to:

- Answer your call in 8 rings (20 seconds). We will provide direct lines (where possible) for you to bypass the switchboard and go through directly to the person concerned.
- Answer your call by a member of staff stating their name and their section.
- Put your call through to an attended phone in the case of staff absence.
- Call you back within a mutually agreed time limit, where a reply cannot be given at once – even if we are only able to give you a progress report.

## Contacting us by letter

We will aim to:

- Acknowledge all letters received from leaseholders within 5 working days and provide a full reply within 20 working days.
- Write our reply in plain language.
- Provide our response in the language and format of the original correspondence.



## Information about our services

We will aim to:

- Provide a copy of the leaseholder handbook to each leaseholder and give updates when necessary.
- We will offer a home visit to every new leaseholder to provide advice on the leaseholder services that we provide and to other leaseholders on request.
- Produce an annual newsletter for all leaseholders.
- Produce regular reports to leaseholders providing information relating to repairs on their block.
- Provide a written summary of the current insurance cover and allow inspection of the full policy on request.

## Your right to information

We will tell you about:

- The terms of your lease agreement.
- Our legal obligations to do certain repairs.
- The items that make up your service charge.
- Your right to take in lodgers or sub-let.
- Your right to assignment.
- Your right to carry our repairs.
- Your right to carry out improvements or alterations to your home.
- Your right to be consulted.

Detailed information about the above rights can be obtained from you Leaseholder Services Officer. However, general information on some of these rights is included in your Leaseholder Handbook.

# Useful Contacts

## Leaseholder Services Officer

### Tenant and Community Involvement

PO BOX 129

Hengoed

CF82 9BQ

Tel: 01495 235387

## To discuss invoices and payments:

### Income Section

Ty Penallta

Tredomen

Ystrad Mynach

Hengoed

CF82 7PG

Tel: 01443 863272

## To report a repair:

### Centralised Repair Team

Gilfach House

William Street

Gilfach

Bargoed

CF81 8ND

Tele: 01443 864886

## To make a claim on your buildings insurance:

### Insurance Section

Ty Penallta

Tredomen

Ystrad Mynach

Hengoed

CF82 7PG

Tel: 01443 863259

## To make a formal complaint:

### Housing Complaints

Tenant and Community Involvement

PO BOX 129

Hengoed

CF82 9BQ

Tele: 01495 235372

Email: [housing@caerphilly.gov.uk](mailto:housing@caerphilly.gov.uk)

## To report anti-social behaviour:

### Tenancy Enforcement Section

PO BOX 129

Hengoed

CF82 9BQ

Tel: 01495 235448

Email: [tenancyenforcement@caerphilly.gov.uk](mailto:tenancyenforcement@caerphilly.gov.uk)



## Making a payment:

**BY POST** - payments can be made by crossed cheque or postal order made payable to **"CAERPHILLY COUNTY BOROUGH COUNCIL"**.

Please make sure you write the invoice number on the back of the cheque.

### **AT COUNCIL CASH OFFICES -**

Payments can be made in person by cash or cheque at any of the council's cash offices.

**THE TWYN** - Caerphilly.

**RISCA PALACE**, Tredegar Street.

**MEMORIAL HALL** - Newbridge.

**BARGOED** - Hanbury Chapel,  
Hanbury Road, Bargoed.

**PONTLOTTYN** - 7 Merchant Street,  
Pontlottyn.

**PENALLTA HOUSE** - Ystrad Mynach.

**BLACKWOOD** - Unit 5, The Market Place,  
Blackwood.

**BY DEBIT CARD** - Payments can be made at any of our cash offices in person or by telephone on **01443 863366**.

**BY DIRECT DEBIT** - Please contact **01443 863272** for service charge payments.

**ONLINE** - Payments can be made online via our website **www.caerphilly.gov.uk** by selecting the link "pay online" and following the instructions on the screen.



# Useful Contacts

## **Eastern Valleys**

### **Area Housing Office**

Unit 5, The Market Place

Blackwood

NP12 1AU

Tel: 01495 235229

Email: [eastvalleyaho@caerphilly.gov.uk](mailto:eastvalleyaho@caerphilly.gov.uk)

## **Upper Rhymney Valley**

### **Area Housing Office**

Gilfach House

William Street

Gilfach

Bargoed

CF81 8ND

Tel: 01443 873535

Email: [urvaho@caerphilly.gov.uk](mailto:urvaho@caerphilly.gov.uk)

## **Graig Y Rhacca**

### **Neighbourhood Housing Office**

Grays Gardens

Graig Y Rhacca

Machen

CF83 8TW

Tel: 02920 853050

Email: [graiyrrhaccho@caerphilly.gov.uk](mailto:graiyrrhaccho@caerphilly.gov.uk)

## **Lansbury Park**

### **Neighbourhood Housing Office**

45 Attlee Court

Lansbury Park

Caerphilly

CF83 1QU

Tel: 02920 860917

Email: [lansburyparkho@caerphilly.gov.uk](mailto:lansburyparkho@caerphilly.gov.uk)

## **Useful Telephone Numbers:**

Out of hours emergency repair 01443 875500

Dog warden 01495 235036

Abandoned vehicles 01443 866544

Noise complaints 01443 866544

Refuse collection 01443 866533

Highways (gritting/potholes) 01443 866511

Pest control 01443 866544

Planning 01495 235268

Street lighting 01495 235789

Council tax 01443 863002

Rents 01495 235600

Housing benefits 01443 864099

## **Useful Email Addresses:**

[counciltax@caerphilly.gov.uk](mailto:counciltax@caerphilly.gov.uk)

[benefits@caerphilly.gov.uk](mailto:benefits@caerphilly.gov.uk)

[housing@caerphilly.gov.uk](mailto:housing@caerphilly.gov.uk)

[info@caerphilly.gov.uk](mailto:info@caerphilly.gov.uk)

## **CCBC Website:**

[www.caerphilly.gov.uk](http://www.caerphilly.gov.uk)

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