

# Leaseholders' Handbook

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**A guide for the owners of leasehold flats.**  
(June 2016).



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## Leaseholders' Handbook

This handbook gives you information about your lease and how we, as landlord, manage the building in which you live. We have written it to help you understand what being a leaseholder means.

If you have any questions that we have not covered in this handbook, you can contact Right to Buy and Leasehold Services Team for advice. You will find a list of useful telephone numbers at the back of this handbook.

The handbook is only a summary of the broad terms of your lease, and does not replace your lease or any other legal agreements (including a mortgage deed). You should not rely on it if any difficulty or dispute arises in connection with your lease. If this happens, you should get independent advice from a solicitor, law centre or Citizens Advice Bureau.

Our policies and procedures will change from time to time, as does the law. We will update the handbook when there are changes that affect the service.

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## 1 Rights and rules – your lease

When you buy a flat, you are buying only part of a larger building. We, as the owner of the block, keep responsibility for maintaining all shared parts and services such as caretaking, laundry, lighting, cleaning and so on. We are entitled to a contribution towards the cost of managing and maintaining the block. This kind of ownership is called “leasehold”. We generally sell council flats on a 125-year lease.

The lease is a contract between you and us. It sets out details about:

- the meaning of various terms used in the lease
- your responsibilities and rights; and
- our responsibilities and rights.

The lease is a legal document and can be difficult to understand. Before you bought your flat, your solicitor should have explained your lease in full so you understood both your responsibilities and our responsibilities.

### Common terms used in the lease

The information below gives an explanation of some of the legal terms that are used in the lease.

**The tenant** – refers to the person who owns the flat or maisonette (also referred to as the lease-holder or lessee).

**We** – refers to Bristol City Council.

Our **financial year** runs from 1 April to 31 March.

**The building** – if the flat or maisonette you bought is in a particular building, the building is named. You will have to contribute to cleaning and repairs needed to the building identified in your lease.

**The flat** – refers to the address of the property you live in.

**The demised premises** - the shell of the flat or maisonette that you have bought and have responsibility for. This includes:

- the floor surface, including floor boards;
- the ceiling and floor plaster or plaster-board;
- the wall plaster or plaster-board;
- inside walls; and
- window glass.

**Section 125** - This is the sale offer for your flat under Section 125 of the Housing Act 1985. It:

- tells you the purchase price and how it was arrived at;
- gives an estimate of the service charge you may expect to pay during the first five years of the lease; and
- explains the rights you have under the Housing Act.

**Reference period** - This period is equal to the first five years of the lease and begins no more than six months after the date of the sale offer. It ends at the end of the following fifth financial year. During the reference period, you will not have to pay service charges for improvements, repairs or maintenance any more than the estimates in the Section 125 sale offer plus an allowance for inflation.

**Initial period** - This begins on the date you claimed the right to buy and ends at the end of the fifth complete financial year. It allows us to recover a share of the cost of improvements, repairs and maintenance carried out while we were processing the right to buy claim.

**Section 20 ZA** - This is the procedure under Section 20 of the Landlord and Tenant Act 1985 as amended by the Commonhold and Leasehold Reform Act 2002 to consult you on our proposals to carry out major work.

**Communal (shared) areas** - These are the shared parts of the block, house and estate outside the flat or maisonette you have bought which we do not let to any one person. We are responsible for repairing and maintaining these areas. You will have to contribute towards the cost of cleaning, maintenance, repair and improvements. Examples include:

- shared staircases or corridors;
- lifts;
- the foundations of the building;
- outside walls or walls dividing your flat from another;
- the roof;
- the laundry; and
- the common room.

(For more details of repairing responsibilities, see section 3.)

## What you must do

Your exact responsibilities depend on what is shown in your lease. However, your general responsibilities are to:

- pay a service charge, which will be a percentage of our costs of managing and maintaining the block;
- pay the ground rent, insurance and all other charges for which you are liable (see section 2 – paying your service charge);
- keep your home in good repair and condition;
- use your home only as a single private flat for residential use;
- avoid annoying your neighbours or causing an inconvenience;
- not to carry out any structural alterations or improvements to your home without our written permission beforehand;
- repay the required amount of discount if you sell the property within five years (see below);
- get our prior written permission to keep a dog, cat or other animal in the flat;
- get our written permission to put up an outside aerial or other television or radio-receiving apparatus;
- make sure that you do not bring bottled petroleum gas (for example, Calor gas cylinders) or any other potentially explosive material into your flat or maisonette or anywhere in the building or estate.

## Repaying discounts

You do not have to pay the discount if you are remortgaging the flat. If you have become the owner either through an inheritance or divorce settlement this is termed an 'exempt disposal'.

You will have to repay the discount if you sell your home within the first five years.

The amount repayable will be based on the value of your home at the time of resale. For example, if the discount you received when you purchased under the Right to Buy scheme was 40% of the dwellings value at that time, the amount you will have to repay will be based on 40% of your homes current value, ignoring any increase in value due to improvements you have carried out.

During the first year, 100% of this amount will have to be repaid to us. This percentage will drop by 20% for each complete year that has passed since the date you completed your Right to Buy purchase.

## Your rights

You have the right, along with any other person going to or from your home, to:

- use any part of the estate or block that provides access to or away from your home;

- have access to a water and electricity supply for your flat or maisonette;

### Dealing with nuisance and harassment

If you have suffered nuisance behaviour or have been the victim of harassment, you should let the local Citizen Service Point know as soon as possible so that we can take action against residents who cause nuisance or harass others. If you have been harassed, you should also tell the police.

We have an anti-social behaviour team to tackle, along with the police, anti-social behaviour. Your Citizen Service Point will be able to refer your case, if you agree, to the anti-social behaviour team for investigation and action.

### Subletting

There are generally no restrictions in the lease preventing you from subletting your property. You must make sure that we have your current address and contact phone number for emergencies.

However, to keep to the conditions of your insurance policy, you must make sure that you meet the following conditions if you sublet your flat:

- Do not let the property for less than six months.
- You need a formal tenancy agreement between you and the tenant. Normally this will involve an assured shorthold tenancy as set out in Section 20 of the Housing Act 1988.

Your lender (whether it is us, a building society or a bank) will have restrictions on subletting if you have a mortgage. So, you should get permission from them before you sublet.

Subletting should not result in overcrowding and must meet our standards for houses in multiple occupation.

### What we must do

Our obligations include:

- keeping the structure of the buildings, and the outside and shared areas of the building in good repair and condition;
- repairing any structural faults which develop;
- making good any damage to the building (including your flat but not your personal possessions) caused by any peril against which it is the usual practice to insure, storm, flood, fire, etc. (see section 4 for more information on insurance); and
- maintain, as far as possible, the services you received as a secure tenant.

## Our rights

This depends on the lease. However, in general we will have the right to:

- if we give you reasonable notice, enter your home to carry out work to the structure, outside or shared parts of the block;
- extend or carry out alterations or improvements to the block or estate, and;
- close, divert or alter any roads, footways or gardens on the estate.

## Neighbour nuisance

We want to work with residents to improve the quality of life for everyone. We ask you to be a good neighbour.

If someone reports nuisance we will consider what action to take, such as the following:

- Mediation – uses skilled mediators to help people who disagree to sort out their differences without having to go to court.
- Injunction – an order made by the court which orders the person whose behaviour is causing a nuisance to stop. We, or anyone who is suffering nuisance, can ask for an injunction;
- Possession order – an order made by the court giving us possession of the property. This means we can evict tenants causing a nuisance; or
- Forfeiture order – an order made by the court ordering the owner of a property to return that property to us.

We have produced leaflets on mediation, acceptable behaviour contracts, anti-social behaviour, neighbour agreements and parental control. If you need more information or would like a copy of any of the leaflets, please contact any Citizen Service Point.

## 2 Service charges and payment arrangements

You must pay a service charge for the services you receive, for repair and maintenance to the building and for the landlord's insurance and management costs. Your lease will give details of what service charges you must pay and when.

### How costs are worked out

If we sold all the flats in a building, we would recover 100% of the costs of managing and maintaining the shared parts of the building. If you are the only person buying in the building, you pay your share of the costs with the other charges paid through tenants' rents. We work out the amount you should pay each year using the rateable value as set out below:

Your contribution equals the cost of maintaining the whole block divided by the rateable value for the whole block multiplied by the rateable value of your flat or maisonette.

For example:

The cost of maintaining the entire block is £20,000. This is then divided by the rateable value for the whole block which is £10,000;

$$\begin{array}{r} \text{£20,000} \\ \text{-----} \\ \text{£10,000} = \text{£2.00} \end{array}$$

This is then multiplied by the rateable value of the flat which is £500.

$$2 \times \text{£500} = \text{£1000.}$$

We break all of these costs down in detail on your certificate of service charge for the previous financial year. We then send this to you each August/September.

We work out service charges using the financial year from 1 April to 31 March. We will send yearly invoices early each April for the estimated annual service charges, after taking account of the actual costs charged in previous years.

We will expect you to pay the invoice either by monthly instalments or instalments every three months by direct debit or payment book.

We will try to make sure that the estimated service charges reflect the likely costs when we work out the actual charge at the end of the year. If the actual costs we pay are higher than the original estimate, we will send you another invoice with the certificate of service charge. If the actual cost is less than the estimate, we will pay the extra into your account or make a refund if your account is up to date.

What your service charge might pay for:

- **Caretaking or cleaning** – if a caretaking or cleaning service is provided to your block you will be required to pay a share of the cost, through your service charge.
- **Repairing and maintaining the block** - your service charge will include items for day-to-day repairs needed to maintain the structure, outside and shared areas of the block.
- **Electricity** – you also contribute to shared electricity for your block which includes supplies for staircases and corridor lighting, costs of running the lifts and any other shared appliances within your block. However, the costs of electricity to any garages are not included.
- **Laundries** – we regularly inspect all equipment (washing machines, spinners and driers). You will have to contribute to the cost of this, which we will record on the service charge annual certificate under the heading 'Laundry contract'.

We will include costs when equipment breaks down and repairs have to be done. This will be shown on your service charge annual certificate as 'Laundry repairs'.

- **Lifts** – we provide an emergency 24-hour repairs service and will try to make sure that if breakdowns happen, we repair the lift and have it back in operation as soon as possible. We will release, within 30 minutes, anyone trapped in a lift. All lifts receive a monthly service inspection to make sure there are no major faults.

We monitor the lift maintenance contract to make sure that you receive a high-quality service. Your service charge covers the payments towards the lift maintenance contract and any other amounts we need for this service. These charges are shown in your account and relate to the lift to which you have access.

### Where and how do I pay my service charge?

You will find the ways to pay listed on the back of the invoice.

- You can also pay your invoice at any Citizen Service Point, with the exception of Lawrence Weston. Please bring your invoice with you. You can pay by cash, cheque or debit/credit card. Please make your cheque payable to Bristol City Council.'
- You can pay by post. Please make your cheque payable to Bristol City Council. Tear off the slip on the bottom of your invoice and send it with your payment to STS Finance and Procurement, City Hall, College Green, Bristol BS1 5TR. We do not normally issue receipts. However, if you would like one, please send your invoice in with your payment, marking it 'receipt needed'. Do not send cash in the post.
- You can pay by phone using a debit or credit card by calling our 24hour automated payment line on 0870 7077776 and selecting Option 6. Please have your invoice and card details ready
- Pay by internet. For more information visit our website at [www.bristol.gov.uk](http://www.bristol.gov.uk).

- Pay by cash or cheque at a bank using the Bank Giro credit slip attached to the invoice. However, the bank may charge for this.
- Pay by cash or cheque at a post office. They will ask you to fill in a Transcash form and you may be charged for this. If you have a Giro account, you can ask the Giro Centre to make a free transfer to our Giro account. You will need to write the invoice number in the message space on the back of the Transcash form, together with our Giro number, which is **2031310**.
- We are keen to encourage people to pay by direct debit. If you need to discuss this, or other ways to pay, please contact the STS Finance and Procurement on 0117 352 1404.

### **What if I have a question about my service charge certificate?**

If you have any questions about your service charge, please do not hesitate to contact us. The address and phone numbers of people to contact are on page 22 of this handbook.

You are entitled to inspect the accounts of your annual statement and supporting documents relating to that statement within six months. To do this, you will need to make an appointment with the Right to Buy and Leasehold Services Team

If you dispute the service charge, you are entitled to appeal to the Right to Buy and Leasehold Services Team, which sent out the service certificate. If you are still unhappy, you can apply to the First Tier Tribunal to decide on the matter.

### **If you do not pay your service charge**

You may find it difficult to pay your service charge. If this happens, you should contact the STS Finance and Procurement Section as soon as possible. We can then tackle the problem quickly and find a practical solution. There are a number of ways of dealing with financial hardship, such as:

- finding another way to pay;
- claiming Income Support;
- delaying your payments (if we agree); and
- getting financial advice on loans.

You can get advice and debt-counselling from STS Finance and Procurement, on 0117 352 1404.

### **What will happen if I don't pay?**

If you don't pay your service charges on time, we will contact you to remind you that payment is due. If you cannot pay, please contact us so that we can find the best way for you to make the payment.

If we do not hear from you at all, we will have to contact the county court for a judgement order. If we have to take legal action against you, you will also have legal costs and interest added to the debt.

You must meet us to sort out any disputes you have, and let us know your current financial position.

Once the county court has made a judgement order we will have a range of options to recover the amount you owe including:

- getting your mortgage lender to pay your service charges (they will add this payment to what you already owe);
- asking your employer to make a regular deduction from your salary until the amount you owe has been cleared;
- employing a bailiff or county-court sheriff to seize goods to the value of your debt; or
- freezing your bank or building- society accounts.

We may also register a legal charge against any property you own, to protect the money we are owed.

If necessary, we will apply to the court for 'forfeiture'. Under forfeiture you will not only lose your home but you will still owe us the money.

We do not want to take legal action, especially as it would mean that you will have to pay legal costs and this will add to your financial problems. However, it is most important that you work with us to sort out the problem and let us know your current position. If you do not, we will take legal action.

### 3 Repairs and improvements

This section identifies who is responsible for carrying out certain types of repair – whether it is us or you. It also tells you how to go about reporting repairs.

#### Responsibility for repairs

Our Responsive Repairs service is provided through the Citizen Service Centre which can be contacted on 0117 922 2200 between 8.30am and 6.00pm, Monday to Friday.

Your lease tells you who is responsible for repairing the various parts of the block and your flat. [View the chart in Appendix 1](#) which shows who is responsible for various repairs.

We are responsible for all repairs to shared facilities such as lifts, lighting, shared heating and hot-water systems, the roof and structure of the building.

For emergency repairs when the Citizen Service Centre is not open (i.e. between 6.00pm and 08.30am Monday to Friday, weekends and bank holidays) contact our emergency service on 01179222050.

During office hours you should report all emergency repairs to the Citizen Services Centre or your local Citizen Service Point except for gas leaks, which you should report immediately to National Grid on 0800111 999.

#### Emergency repairs (within 24 hours)

Emergency repairs for shared areas include:

- restoring the power supply to shared areas if it has failed or is dangerous
- restoring the water supply if it has stopped or burst outside the flat
- restoring lighting to shared staircases if it has failed
- if the shared heating system fails and there is no alternative available (31st October - 1st May)
- temporary repairs to roofs that are badly leaking
- making safe serious structural damage
- clearing blocked outside drains; and
- storm or flood damage to the shared areas.

#### Standard repairs (within 21 days)

Standard repairs for shared areas include:

- blocked, overflowing or leaking guttering outside
- minor electrical faults that are not dangerous
- repairs to shared floors if no danger exists;
- plaster repairs to outside walls
- communal entrance doors
- door entry systems

## 4 A guide to major work

### Planned programme

You should remember that we review these programmes regularly and they depend on changing priorities and the availability of finance. For example, if a roof suddenly deteriorates sooner than expected, we may have to bring this work forward. This may mean that we have to put back other work programmed for that year.

When you made your application to buy your home, you received a summary of work and repairs that were likely to be carried out on the block over the next five years with an estimated cost of that work. We will let you know about any major work to be carried out after this period. We will give details of the work and the estimated cost.

### Major work

Major work includes projects like refurbishing the roof, replacing lifts or painting outside, for which the cost of any individual flat's contribution is more than £250.

We are committed to consulting residents at all stages of major work projects. The technical staff planning the project may hold an initial consultation meeting to explain the proposed work. We invite all residents to come and will give you plenty of notice of the meeting.

We will issue a 'notice of intention' under Section 20 ZA of the Landlord and Tenant Act (as amended by the Commonhold and Leasehold Reform Act 2002) to all leaseholders within the block, letting you know that we plan to carry out work. You will have 30 days to make comments on our intention, and to put forward a contractor you would like to be included in the tender process. Any contractor you put forward will need to meet our conditions for approved contractors.

Once the 30-day consultation period has ended, we will serve a 'notice of proposal' on you if you are affected. This notice will give details of the two best estimates and tenders we have received, and invite you, within 30 days, to make any comments on these. The notice of proposal should also contain a summary of any comments we have received to the notice of intention, and our response to these.

At the end of the notice of proposal consultation period, we can enter into a contract for the work to be carried out. Within 21 days of awarding the contract, we will send all the leaseholders in the block a 'notice of agreement', confirming which contractor we have appointed to carry out the work, and giving our reasons for awarding the contract. We do not need to serve a notice of agreement if the contractor we have chosen was put forward by a leaseholder or sent in the lowest estimate or tender for the job. The notice of agreement should also include a summary of any comments we received in response to the notice of proposal, and our response to those comments.

We work in partnership with contractors to undertake most planned programme work across the city to reduce costs and drive-up the quality of the work carried out. Leaseholders were consulted in accordance with the Section 20ZA requirements.

When work is to be carried out under this partnership agreement to the block in which you own a flat, you will be consulted about the council's intention to do the work and be advised of the cost that will be incurred.

If the work is needed urgently, for example, a badly leaking roof, we may ask permission from the First Tier Tribunal to not follow the Section 20 ZA consultation procedure so the repairs can be done immediately.

We will include the charge for major work in the next yearly service charge certificate and actually charge for it in the 'balancing invoice' for the financial year during which the cost has arisen.

#### **How much does it cost?**

Cost can vary greatly from one block to another and can be quite high in some cases. The following are examples.

- It can cost £1,024,000 to replace two lifts in a multi-storey block. If there are 80 flats in the block all of the same size, then your share would be £12,800.
- Replacing a roof to a low-rise block could cost £80,000. If there were 12 flats in the block all of the same size, your share would be about £6,667.

The above figures are based on 2010 actual costs but are only quoted here as examples. Actual costs vary according to the work involved, the size and condition of your block and the rate of inflation in the building industry. There have been major works where individual charges have been more than £17,500.

#### **What about value for money?**

To make sure we provide value for money, we have a competitive tendering procedure for projects. We invite a number of carefully chosen contractors to bid for the work, and, as long as the price is reasonable, the lowest bid normally wins the contract.

#### **Is there a limit to the costs?**

This depends on when you bought your flat and what the conditions of sale were at the time. Some leaseholders may not have to pay for certain work, while charges for other leaseholders may also be limited to a certain amount.

## Structural defects

In cases where a lease was granted after 7th January 1987, you do not have to contribute towards repairing structural defects which were not declared before the sale unless the defect comes to light 10 years or more after the sale.

The legislation does not define what is meant by the term 'structural defect'. Because of this, we have taken legal advice and would define 'structural defect' as:

“Defects in certain parts of a building which are essential to the building’s appearance, stability and shape, which are significant in the overall construction and which have not been caused by time or wear and tear.”

As a result, you would not have to contribute to the cost of reinstating a prefabricated reinforced concrete (PRC) building (unless you were warned it was a building with 'inherent structural defects' in the Section 125 offer letter). However, you would have to pay for replacement windows if the original ones were rotten and needed to be replaced.

## Costed schedule protection

This protection limits the amount you have to pay for major repairs and improvements carried out during the first five years of the lease. You would only have to pay for the work and costs identified in a costed schedule contained within the sale offer, plus an allowance for inflation.

## Improvements to whole blocks

If you bought your flat from us after 2008, your lease may require you to contribute to the cost of improvements. If your lease was granted under the right to buy, the costs in the first five years would be limited to those set out on the costed schedule.

If we granted your lease before 2008, you do not have to pay the cost of improvement work. However, you usually will have to pay our cost of managing the property in a 'proper and reasonable manner'. This could include work such as:

- work for health and safety such as roof safety rails or shared fire doors; and
- work to meet current recognised standards, such as replacing roof insulation with insulation to the current recognised standard.

Even when improvements do not fall under the above definition, you may have to pay your share of the cost if you directly benefit from the work being carried out. For example, if a door-entry system is to be installed in a block, and you want your flat to be connected, you will have to pay a connection fee.

## Billing for major work

We generally charge you for your contribution in the service charge certificate for the financial year the work was done. This may be an interim payment as the work progresses, or when the work is finished.

For some jobs, we hold back part of the cost until the end of a 'defect liability period'. This period allows us to assess the work fully and, if necessary, get the contractor back to put right any faults. We hold back money to make sure they return to complete any outstanding work.

Because of this method of payment, your contribution towards a major refurbishment may appear on two annual service charge certificates when the costs cover two financial years.

### **How to pay for major work**

You can pay using the usual channels and methods of payment as set out in your lease and on page 9 of this booklet. If you are going to have difficulty in paying for the major work charges or if the costs are greater than your savings, you can:

- get a loan from your bank or building society (if possible); or
- get a loan for charges for repairs from us which you must pay in the first 10 years after your lease was granted (only if you bought under the 'right to buy').

The amount you can borrow is between £500 and £20,000. You must repay the loan in equal instalments and it will be secured against your flat or maisonette. You must pay interest at our mortgage interest rate.

You can choose to pay over a shorter period if you want. There is an administrative charge for processing your application. This will not be more than £100. If you are eligible for a loan, we will send you an application form with the bill. You must fill this in and return in within six weeks. We will deal with the application while we send full details of the terms and conditions of the loan to you. You then have four weeks in which to accept the proposed loan. If you have a mortgage, you should contact the lender to get their permission to accept the proposed loan.

## 5 Insurance

We take out comprehensive building insurance for every leaseholder. Building insurance only covers the structure and common parts of the block, not the contents of your home such as your furniture and other personal possessions. For these you need to take out your own contents insurance policy.

### Building insurance

Building insurance covers damage caused to the building by any of the following:

- Fire Explosion Aircraft Subsidence Earthquake
- Deliberate damage (vandalism, including graffiti)
- Storm
- Burst pipes and tanks Riot or civil disturbance Theft damage
- Flood
- Falling TV aerials
- Lightning
- Accidental damage (certain items only) Falling trees or branches
- Impact (for example, a car running into the building)

In the case of deliberate or theft damage, you should report the matter to the police immediately and get a crime report number.

If you make any improvements to your property (for example, double glazing, fitted kitchen, bathroom suite, and so on) you should let our insurance section know immediately so that we can increase the sum insured for your flat.

### Making a claim

You must make a claim on the building insurance for your share of any costs incurred by the council. That is costs of repairing any damage resulting from any of the risks covered by the insurance policy. If the insurance company is not prepared to pay your claim, you will be responsible for paying the costs.

### Carrying out repairs to your property (after making a claim)

***You must not start repairs before we have given you the go-ahead in writing.***

If the damage caused is to the inside of your flat you will normally be responsible for appointing a contractor. However, the insurance company may want to approve the contractor you plan to use. Our Insurance Services Section can give you more advice on this.

In some cases the insurers may want to appoint a loss adjuster to inspect the damage. When the insurers agree to settle a claim, they will normally advise you which estimate they

will accept. They will pay the claim directly to you. However, if you prefer, they may be prepared to pay the company doing the repairs.

All contractors (builders, cleaning companies and so on) who work for us must be fully insured against claims arising from public or employer's liability. This is one of the conditions of us hiring them.

You can claim for damages caused by an act of negligence by the contractor, for example:

- damage to that part of the building which is yours to maintain, or to your personal belongings;
- any damage or personal injury which you suffer, or which is caused to your family or friends visiting your home.

### **Making a claim against a contractor**

You can claim by writing to the contractor immediately. You will need to send a copy to your local Citizen Service Point. If you do not send in the claim immediately, the contractor may not accept it.

The contractor may not send your claim to their insurers if they feel that your claim is valid and may want to settle with you direct. Otherwise the matter will be referred to the insurers. If you do not hear anything within a reasonable time, let your local Citizen Service Point know and they will ask the contractor to deal with the matter.

## 6 Providing you with a quality service

### Citizen Service Centre

You should contact the Citizen Service Centre on 0117 922 2200 to report any repairs you may have, or to make any enquiries about repairs you have already reported.

### Citizen Service Points

Citizen Service Points will provide you with the opportunity to talk face-to-face about any housing, neighbourhood or council related issue. CSPs will not take telephone calls from customers. All numbers will go straight through to specialist teams.

The location of the CSPs is given on page 22.

CSPs will be able to help you in the following ways. They can:

- give you information, advice and guidance on housing services available
- point you in the right direction with your housing enquiries; and
- advise you about the standards of service we aim to deliver to our customers

### Repairs and Maintenance Service

The Repairs and Maintenance Service controls response repairs, major work contracts and service contracts citywide.

### Right to buy and Leasehold Services

The Right to Buy and Leasehold Services Team calculate the service charge payable, produce the annual certificate, raise invoices and provides specialist advice on the terms of the lease.

### STS Finance and Procurement

The STS Finance and Procurement Section deals with the receipt and accounting of service charge payments, the setting-up of standing orders and Direct Debits, provides debt-management advice and monitors service charge debt.

### Access to personal files

You have the right to check personal details recorded about you, or a member of your family, on your personal file. Your Citizen Service Point can give you more advice and an information leaflet about how to do this. In most cases we will charge a £10 fee. If you would like access to personal information held on computerised records, you must apply to **Right to Buy and Leasehold Services, (100TS) Bristol City Council, PO Box 3176, Bristol, BS3 9FS.**

### Executive member

The executive member for neighbourhoods is an elected councillor, and is a member of our cabinet. Meetings are held regularly with senior officers and tenant representatives to make decisions relating to important policy or financial issues.

### **Complaints, comments and compliments**

Bristol City Council is committed to providing a high quality service to all its' customers. We welcome feedback from customers and therefore, if you would like to submit a complaint, comment or compliment about the services you have received, you can do so at any Citizen Service Point. The Citizen Service Point will be able to provide you with a leaflet giving more details about how to submit feedback. Further information can also be obtained from the council's website ([www.bristol.gov.uk](http://www.bristol.gov.uk))

## 7 Appendix 1

### Who has responsibility for repairs?

The table below sets out who has what responsibility for repairs to the block and to the flat, giving examples of your and our responsibilities.

Type of repair		Council	Leaseholder
Re-washer mains stopcock:	<i>to block</i>	✓	
	<i>inside flat</i>		✓
Repair to burst/leaking pipe:	<i>up to stopcock</i>	✓	
	<i>beyond stopcock</i>		✓
Clear blockages and repair gutters		✓	
Replace/repair bath, basin, taps and WC			✓
Shared flooring and staircases		✓	
Flooring within flat (except joists and wall plates)			✓
Roof structure and covering		✓	
Outside windows in flat (frame and sashes only)		✓	
Outside windows (glass only)			✓
Internal doors to flat			✓
Flat entrance doors (frame only)		✓	
All shared windows and doors		✓	
Electricity within flat			✓
Shared re-wiring and repairs		✓	
Shared heating systems (including equipment in flat)		✓	
Individual heating systems (except Clorius)			✓
Forecourts, play areas, wall, hedges, boundary gates and so on		✓	
Shared plastering and decorating		✓	

## 8 How to Contact Us

If you need to contact the Right to Buy and Leasehold Services Team details are set out below

General Enquiries: 0117 352 5511

By Post: **Right to Buy and Leasehold Services (100TS)**  
Bristol City Council  
PO Box 3176  
Bristol, BS3 9FS

E-mail: [home.ownership@bristol.gov.uk](mailto:home.ownership@bristol.gov.uk)

Web: [www.bristol.gov.uk/righttobuy](http://www.bristol.gov.uk/righttobuy)

### Visiting a Citizen Service Point

If you would like to see someone in person you can visit a Citizen Service Point. Please make an appointment by contacting Right to Buy and Leasehold Services on 0117 35 25511.

**Opening hours Monday to Friday 9am to 5pm.**

**Central Bristol (by appointment only)**

100 Temple Street, BS1 6AG

**Out of hours emergency repairs**

Tel: 0117 922 2050

Textphone: 0117 922 3892

*If you are unsure which team you need or you have a customer services related enquiry you can email [customer.servicepoints@bristol.gov.uk](mailto:customer.servicepoints@bristol.gov.uk)*

**STS Finance and Procurement Section**

Bristol City Council, City Hall, PO Box 3176, Bristol BS3 9FS

Telephone: 0117 352 1404

**Insurance Services Section**

Bristol City Council, City Hall, PO Box 3176, Bristol BS3 9FS

Telephone: 0117 92 22330/ 0117 92 22446

**Department for Work and Pensions**

[www.gov.uk/government/organisations/department-for-work-pensions](http://www.gov.uk/government/organisations/department-for-work-pensions)

**H M Courts and Tribunal Service**

Property Chamber

Southern Residential Property

First Tier Tribunal

Havant Justice Centre

The Court House

Elmleigh Road

Havant

Hampshire

PO9 2AL

Email [rpsouthern@hmcts.gsi.gov.uk](mailto:rpsouthern@hmcts.gsi.gov.uk)

Telephone 01243 779 394

## 9 Get involved!

You can have your say on how the housing service is run. From as little as 5 minutes of your time, you can get involved and give your views about where you live and your housing service in a variety of ways.

**Take part in surveys and consultations.** Give your views about housing by taking part in surveys and focus groups.

**Join a service user group** – where tenants and leaseholders can meet and discuss issues about the management and delivery of housing services with the Service Managers.

**Contact the Housing Management Board.** A forum where tenant and leaseholder representatives meet with senior housing managers and councillors to discuss and influence the development and management of council housing services.

**Join the Housing Scrutiny Panel.** A recognised panel of tenants and leaseholders look at housing services and make recommendations for improvement.

**Get involved in your local community.** Bring your ideas on how to improve your area to your local neighbourhood partnership or forum meeting.

For more information on how to get involved contact **Tenant Participation,**

- email: [tpu@bristol.gov.uk](mailto:tpu@bristol.gov.uk) Tel: 0117 352 1444
- [www.bristol.gov.uk/tenantparticipation](http://www.bristol.gov.uk/tenantparticipation)

### Further Information

The following booklets are available from the Citizen Service Points or can be downloaded from the council's website [www.bristol.gov.uk](http://www.bristol.gov.uk)

- The Right to Buy
- Buying a Council Flat

**Translations.** If English is not your first language and you need a translation, we can get one for you.

If you would like this information in a different format, for example, braille, audio tape, large print or computer disk please contact us using the details provided in the booklet.

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