

Leaseholder Handbook





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Your lease explained

As part of digitalising our services, we have launched a new video to take you through details of your lease. Watch our new your lease explained video online at westminster.gov.uk/housing/leaseholders/about-your-lease/your-lease-explained-video



Guide to rights and responsibilities

Your lease is a legal document. Before you bought your home, your solicitor should have explained your lease in full so that you understand both your responsibilities and those of the council.

We have been selling properties since 1974. Since then there have been various changes to both legislation and council policy which have resulted in changes to our standard lease. This means that, although the leases granted by us follow a standard form, there can be variations. These variations particularly affect how we invoice leaseholders for their share of costs for major works and improvements to the building.

Common lease terms

Lease: A contract between you and Westminster City Council.

Lessee: You as the owner of the property.

Lessor: Westminster City Council.

Lease percentage: The proportion of the costs of cleaning, maintenance, repairs and improvements that you can be charged for. Your lease percentage is calculated by the number of bed spaces in your property compared to the bed spaces in the block and/or estate. Some costs such as, buildings insurance, accountancy and administration and ground rent are charged directly to the property.

Estate: If the property you have bought is on an estate, the estate is named. The area of the estate is outlined in red on the plan attached to the lease. This identifies the area of land, gardens and roads included within the estate. It also identifies any parts that are excluded such as shops and electricity sub-stations. You will have to contribute to the cost of cleaning and maintenance of the area identified as the estate.

Property: This is the name of the block or if you live in a house within a street, the address of the house.

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The reserved property: This is the parts of the block, house and estate that are not included within the flat or maisonette you have bought, and which are not separately let to other owners or occupiers. It is our responsibility to repair and maintain these parts, and you will have to contribute towards the cost of cleaning, maintenance, repair and improvement. These parts include:

- > Communal doors and frames
- > Communal staircase or corridors
- > External walls or walls dividing your flat from another (but not the internal faces of walls within your home)
- > External window frames
- > Foundations
- > Lifts
- > Roof.

The demised premises: This is the part of the block or house which you have bought, such as the internal shell of your flat or maisonette. It is your responsibility to maintain this part of the block or house, which includes:

- > The floor surface, including floorboards or floor screed and balcony floor asphalt
- > The ceiling plaster or plasterboard
- > The wall plaster or plasterboard
- > The walls, excluding the exterior walls and walls dividing the flat from other flats or common parts
- > The internal surfaces of the exterior window frames
- > Window glass
- > Front door.



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Your rights and responsibilities

Your exact responsibilities depend on your lease, but you are generally required to:

- > Pay a proportion of the council's reasonable estimated costs of managing and maintaining the block or house and estate and of the council fulfilling the lease requirements.
- > Pay the estimated costs not later than 21 days from the date of the invoice.
- > Pay within 21 days of the invoice date, the difference between the actual costs and the estimated costs, where the actual costs are higher than the estimated costs that you have already paid.
- > Pay the ground rent and all other charges for which you are liable within the times stated.
- > Keep your home in good repair and condition.
- > Advise us within 21 days if you sell or sublet your home, and meet our costs of registering the subletting or sale.
- > Use the flat or maisonette as a single private flat for residential use.
- > Not to allow nuisance within your home which may annoy or cause inconvenience to neighbours.
- > Not to carry out alterations or improvements to your home without our prior written consent and payment of the application fee and any other costs attributable.
- > Repay any discount that is repayable if you sell the property within the first five years of ownership from the date of the initial Right to Buy completion.
- > Not to keep a dog, cat or other animal in your home without our prior written consent.
- > Not to erect an external aerial or other television/ radio receiving apparatus without our prior written consent.
- > Not to have liquefied petroleum gas or any other explosive material in your flat or maisonette or anywhere in the block/house or estate.





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Westminster City Council's responsibilities

Again, these depend on your lease but the council is generally required to:

- > Credit your account any amount by which the estimated costs exceed the actual costs.
- > As far as is possible to ensure that every lease contains the same obligations and regulations.
- > Keep the structure of the buildings in good repair and condition.
- > Insure the block or house, including your property but not its contents, and the estate, against loss or damage by fire and any other risks which it may consider appropriate.

Your rights

This depends on the lease, but you generally have the following rights:

- > For you or any other person going to or leaving your home to use any part of the estate or block that provides access or exit to or from your home.
- > Access to a water and electricity supply.

The council's rights

This depends on the lease, but in general the council has the right to:

- > Run and maintain electricity cables or water or gas pipes from any other part of the estate or block through your property.
- > Enter and remain in your home for a reasonable period, subject to reasonable notice, to carry out any works to common areas or structure.
- > Extend or carry out alterations or improvements to the block or estate, excluding your property.
- > Close, divert, stop-up, substitute or alter any roads, footways or gardens on the estate.





Subletting

There are generally no restrictions in the lease preventing the subletting of the whole of your property. However, you must use your home as a single private residence for an individual or an individual and their family as their only or main home. Under current rules any letting must be for more than 90 days. If you have a mortgage, your lender may have restrictions on subletting and you should get permission from them before you go ahead.

You must also register the subletting and any further under-letting within 21 days by supplying us with:

- > A copy of the tenancy agreement
- > Payment of £30 administration fee (payable each time the tenant changes and for each under-letting)
- > A copy of the gas safety certificate (if applicable)
- > Completed sublet form including a contact number for you and your managing agent if you have one, in case of an emergency.
- > A valid copy of Electrical Installation Condition Reports (EICR) for the property.

If you sublet your property, you are responsible for your tenants conduct and behaviour. It is therefore important that your tenancy agreement includes the same rules and regulations that apply to you as a leaseholder.

*YOU CAN NOW REPORT SHORT-LETTING ACTIVITY IN YOUR BLOCK BY COMPLETING THE FOLLOWING [FORM](#).

You can read our full short-letting guide [here](#).

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Short-term lets

What is short-term letting?

Short-term letting is when a property is let for anything less than 90 consecutive days. Any let shorter than this period, for example one night, or two weeks – would be in breach of your lease. Websites such as Airbnb and Booking.com are becoming more popular in facilitating these types of let, however please note that it is your responsibility to ensure you adhere by the terms of your lease.

You are not permitted to short-let your property as per the terms of your lease. While we do note the Deregulation Act (2015) allows short-term letting for a period of up to 90 days in a calendar year, your lease prohibits this and supersedes the law as it is a contract between the lessee, the property and the lessor.

What does your lease say about short-letting?

Your lease places conditions on the use and occupation of your property. Short-term letting is considered a breach of the lease covenants which states that you must use your property “as a private residential dwelling” and not to allow your property to be used for “any trade or business”

You have also promised “not to do or permit or suffer to be done any act or thing which shall or may become a nuisance” to the council and occupiers of the remainder of the building or the estate.

We do not give approval for short-term let arrangements and will take legal action against you if you let your property on a short-term basis. If you are not sure of your responsibilities regarding this, you should seek independent legal advice.





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Extending your lease

Most leaseholders who satisfy an ownership test have the right to buy, at a fair price, a new lease expiring 90 years after the expiry of their present lease. To qualify, you must have owned your flat for the preceding two years. If you require further information about extending your lease, please visit the [Extend your lease](#) on our website.

Carrying out alterations or improvements to your property

It is a condition of the lease that you obtain our permission before carrying out any alterations or improvements to your home. For further details, see [Improving your property](#).

Properties leased by Westminster City Council

Most of the council's housing is held freehold, meaning that we own the property. However, there are a number of properties where the freehold is owned by another organisation or individual.

We have a leasehold interest in these properties for a term ranging from just a few years to many hundreds of years. The owner of the property is known as the superior landlord of freeholder.

The council itself is the superior landlord's lessee. However, the council remains the landlord to the residents living in the property. If you have bought a flat in one of these properties, your lease is called an 'underlease'. If you want further information about the rights and responsibilities relating to underleases, you should [contact us](#).





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Neighbour nuisance

We work with residents to help improve the quality of life for everyone. Our strategy recognises that there are no easy answers to nuisance problems and that there is no single solution which will always work. It therefore includes a range of initiatives that the housing teams can select, as appropriate, to deal with individual problems.

Nuisance problems often arise when people act inconsiderately and without regard for their neighbours and other residents on the estate. In addition to keeping to the formal rules of your lease conditions we encourage you to be a good neighbour and follow these common sense guidelines:

- > Inform your neighbours in advance if you plan to have a party or do DIY work.
- > Keep noise to a reasonable level. The Noise Act 1996 states that the hours of 'night' are 11pm to 7am so loud music from a party should be turned off, or at the very least turned down at 11pm.
- > If you have permission to keep a pet, please look after it properly and don't let it foul in public areas or cause a nuisance in any other way.
- > Make sure your children do not disturb other people.
- > Dispose of your rubbish properly.

DIY hours

We take a more lenient view of DIY (depending on the scale and nature of the work) than commercial work carried out by paid contractors, and do permit DIY activities to take

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place beyond the normal contractor's hours (8am to 6pm Monday to Friday and 8am -1pm on Saturdays). This takes account of householders working alone or with limited help who may have far less time to carry out home improvements than a paid contractor and the Council recognises this.

Generally, it is acceptable for householders to undertake noisy DIY work between from 8am to 9pm Monday to Saturday and between 10am and 4pm on Sundays and Bank holidays.

We would not however expect noisy work to be carried out after 6pm if the householder has been working all day.

We will consider each case on its own merits when considering how to tackle DIY noise complaints and will consider the noise output of the equipment used, and the overall scale and duration of the job.

You should in all cases, inform your neighbour in advance of when you intend to carry out noisy DIY work and of the times you will be working.

If nuisance of any kind continues, we will consider what action can be taken, such as mediation, an injunction or a forfeiture notice served under section 146 of the Law of Property Act 1925 against the resident who is causing a nuisance. Usually we can only do this with strong evidence from the residents suffering from the nuisance and will need your active support throughout. This will include keeping a written record of the nuisance and if the case proceeds to court, attending as a witness.

Racial and other forms of harassment

If you are the victim of racial harassment or any other form of harassment, you should let us know as soon as possible. Your needs can then be considered and action taken against the resident who may be harassing others.



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> Annual Service charge cycle

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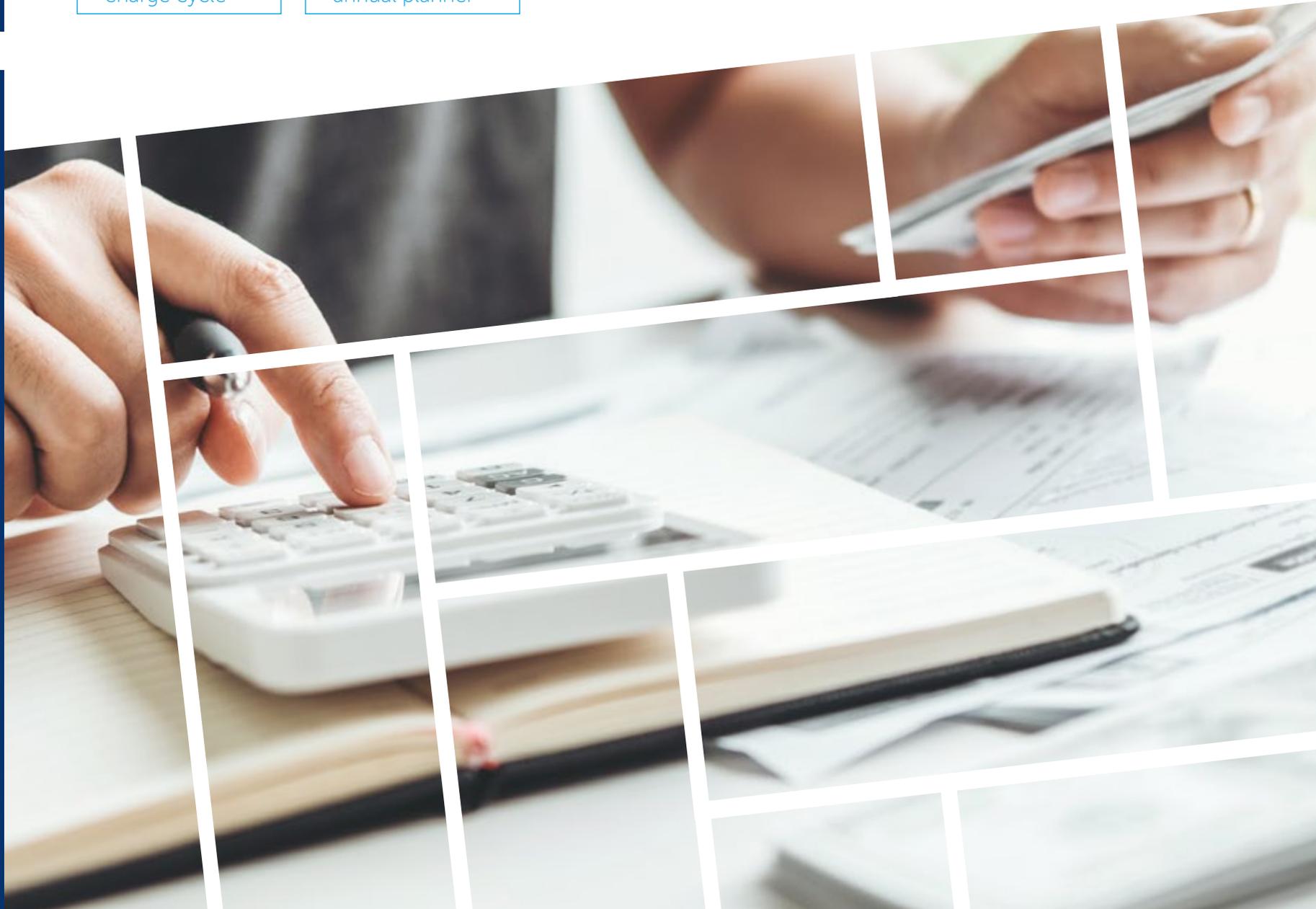
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Service charges annual cycle



January to March

- > Preparing to send out estimated day to day service charge invoices and major work service charge invoices for projects which have been issued with a Section 20 notice.
- > We hold online surgery sessions in March to allow our residents an opportunity to discuss any queries you may have about your estimated service charge invoices.



Throughout the year

- > Investigating and responding to queries
- > Carrying out the Section 20 consultation and observation process
- > Registrations of sublets
- > Investigating and tackling any cases of short-lets
- > Providing consent to alteration applications
- > Providing assignment packs and liaising with solicitors.
- > Continuous Improvements on billing process based on feedback we receive.



April to September

- > Preparing for your actualised service charge statements for the previous year.
- > Sending out key lessee scheme information and replying to all the enquiries submitted.
- > Holding our annual leaseholder conference.
- > Sending out actualised service charge statements / invoices by the end of September.



October to December

- > Holding online surgery sessions in October to allow our residents an opportunity to discuss any queries you may have about your actualised service charge invoices
- > Preparing for the estimated service charges for the following year.



Leasehold annual planner

Please see below to find out what your leasehold operations team is currently working on. We have created a [visual annual cycle](#) indicating the key tasks which take place throughout the year.

Month	Key actions
April	
Week 1	All leaseholders will have received their estimated service charge and major works bills for the new financial year.
Week 1	Leasehold Operations begin preparing the Statement of Actual Expenditure for the previous financial year, ready to send out in September.
May	
Week 1	Compile information for the key lessee scheme
Week 1	Arrears Letters to be Issued.
Week 1	Time Analysis worksheets sent to all staff members at Westminster City Council Housing
June	
Week 3	Key Lessee breakdowns are emailed to members of the key lessee scheme
Week 3	Leasehold Handbook to be reviewed
July	
Week 1	Key Lessee Scheme - Leaseholder deadline to provide feedback on key lessee breakdowns
Week 2	Key Lessee Scheme - All queries to have been answered by Leasehold Operations
Week 4	Estate Services Actual expenditure analysed and completed
August	
Week 1	Actualised service charge bill template to be finalised
Week 3	Accountancy and Administration Cost for Actuals Completed
Week 4	Major works final accounts calculated



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September

Week 3 Leasehold Conference to be held - date to be confirmed

Week 4 Statement of Actual Expenditure for the previous financial year posted to leaseholders

Week 4 Leasehold Handbook to be reviewed

October

Week 1 All leaseholders will have received their actualised service charge and major works bills for the previous financial year

Week 2 Leasehold Surgery Appointment Week

Week 2 Time Analysis worksheets sent to all staff members at Westminster City Council Housing

November

Week 2 Arrears Letters to be issued

Week 4 Leasehold Operations begin preparing the Estimated Service Charge and Major works bills, ready to send out in March.

December

Week 4 Leasehold Handbook to be reviewed

Week 4 Ensure all Section 20 notices are issued in time for billing for 1 Mar

January

Week 3 Start requesting for all estimated costs under heads of charge for the next financial year.

Week 4 All Section 20 notices to be included in the Estimated Service Charges & Major Works Bills to be issued

February

Week 4 Estimated Service Charge and major works bills posted to Leaseholders

Week 4 Leasehold Operations to provide training to the Contact Centre on the estimated service charge and major works bills

March

Week 1 Estimated service charges and major works bills received by leaseholders

Week 2 Leasehold Surgery Appointment Week

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Day to day service charges

> Day to day service charges

> Examples of services and repairs

> Head of charges explained





Day to day service charges

What are day to day annual service charges?

Day to day annual service charges are your share of the cost of managing, maintaining, repairing, insuring and providing services to the block or estate in which you hold a lease. These charges include items such as: cleaning, concierge, ground maintenance, repair and maintenance works, building insurance, pest control, heating, hot water (when supplied by us), management costs and any other costs associated with your block or estate. These charges are due to us under the terms of your lease.

How are annual service charges estimated?

Most costs are charged to either the estate or the block depending on where they occur/who benefits from them, for example electrical repairs within a block would be different to that of any estate lighting. The total cost is then apportioned by your [lease percentage](#) which can be found on your invoice.

Why do I have to pay service charges in advance?

The terms of your lease state that you must pay your service charges in advance and we provide you with an annual estimate to pay on a monthly basis or in two half yearly payments in April and October.

Are my service charges fixed or variable?

Apart from the ground rent (if applicable) which is fixed, these charges are variable service charges. This means that we will alter these charges depending on the costs that have been incurred. We will notify you of the variance and any over/underspend in the actual adjustment issued to you in the following October.

When will I find out the actual expenditure and credit/debit to my account?

A statement of actual spend for the previous financial year will be sent to you in September only to pay the actual costs incurred for the services you receive each year. This statement will show you the amount credited or debited to your account following the estimate sent in March and your payments since.

What if the final amounts are more, or less, than the estimate?

If the service charges we estimated in March were too high, we will credit your account and let you know. We can refund you or choose to let the payment remain on your account to go towards future service charges.

If the services we estimate in March were too low and the expenditure exceeded what we had predicted, you will receive a bill for the additional amount with payment required in full within 21 days. If you have a direct debit set up then this will be added to your existing payment plan and your direct debit will be automatically adjusted for the remaining 6 months of the period.

When is payment due?

You may pay half of the annual estimated day to day service charge invoice on each of the payment dates of 1 April and 1 October, or over 12 equal monthly installments from April of each year. Questions about service charges including estimates and payments due should be addressed to us (contact details can be found in the [Useful contacts](#) section). If any issues are raised, they can be investigated and resolved before the Statement of Actual Costs is issued at the end of September each year.



These are examples of services and repairs that are provided to your block. Please be aware the services on your statement may be different to the example shown.



Estimated Day to Day Annual Management & Maintenance Service Charges for the financial year 1 April 2020 to 31 March 2021

Property Address: 7 Westminster House, London W10 4QL		
Account No: 8000123456	Village: EXAMPLE	
Block: Westminster House	Estate: EXAMPLE	
Block Percentage: 1.075%	Estate Percentage: 0.23%	
Services	Total Cost £	Your Proportion £
Block Additional Grounds Maintenance	£0	£0
Block Caretaking Services	£1,191.00	£12.80
Block Communal Electricity	£0	£0
Block Concierge	£0	£0
Block Contract Cleaning	£8,497.70	£91.35
Block Contract Supervision	£1,504.65	£16.17
Block Co-op Management Costs	£0	£0
Block Door Entry System Rental	£0	£0
Block Grounds Maintenance	£0	£0
Block Internal Common Repairs	£0	£0
Block Lift Electricity	£0	£0
Block Lift Health & Safety	£0	£0
Block Lift Maintenance	£0	£0
Block Local Management Agreement	£0	£0
Block Paladin Bins	£0	£0
Block Pest Control	£60	£0.65
Block Planned Preventative Maintenance	£2,296.00	£24.68
Block Planned Preventative Maintenance -TMO	£0	£0
Block Reduction For Commercial Element	£0	£0
Block Repairs & Maintenance	£14,826	£159.38
Block Security Guards For Carnival	£0	£0
Block Security Works For Carnival	£0	£0
Block Superior Landlords Costs	£0	£0
Block Supervision & Management	£12,969.90	£139.43
Block Tree Maintenance	£0	£0
Block Window Cleaning	£337.59	£3.63

1. This is your personal and property information. When making a payment please use the account number as the reference number so we can ensure payments are allocated to your account.
2. These are examples of services and repairs that are provided to your block. Please be aware the services on your statement may be different to the example shown.
3. This confirms which financial year your bill relates to.
4. This information relates to your property and the location it falls under with regards to village and estate.
5. This shows your share of cost incurred for the estimated service charge bill.
6. Where the total cost and your proportion cost is £0, this means that the service does not relate to your property therefore no charge has been made.





City of Westminster

Estimated Day to Day Annual Management & Maintenance Service Charges for the financial year 1 April 2020 to 31 March 2021

Property Address: 7 Westminster House, London W10 4QL		
Account No: 8000123456	Village: EXAMPLE	
Block: Westminster House	Estate: EXAMPLE	
Block Percentage: 1.075%	Estate Percentage: 0.23%	
Services	Total Cost £	Your Proportion £
Estate Additional Grounds Maintenance	£0	£0
Estate Caretaking Services	£0	£0
Estate Contract Cleaning	£316.10	£0.73
Estate Contract Supervision	£59.49	£0.14
Estate Electricity	£0	£0
Estate Freehold Costs	£0	£0
Estate Grounds Maintenance	£33.22	£0.08
Estate Lift Health & Safety	£0	£0
Estate Lift Maintenance	£0	£0
Estate Local Management Agreement	£0	£0
Estate Paladin Bins	£2,182.00	£5.02
Estate Pest Control	£0	£0
Estate Planned Preventative Maintenance	£0	£0
Estate Reduction For Commercial Element	£0	£0
Estate Repairs & Maintenance	£150	£0.34
Estate Security Guards for Carnival	£0	£0
Estate Security Works for Carnival	£0	£0
Estate Superior Landlords Costs	£0	£0
Estate Tree Maintenance	£0	£0
Accountancy & Administration		£165.14
Building Insurance		£260.73
Heating & Hot Water		£0.00
SUB-TOTAL		£880.27
Ground Rent		£10
TOTAL AMOUNT DUE FOR PAYMENT (£)		£890.27

12 The Landlord and Tenant Act 1987 Section 47 & 48
 The name of your landlord is: The Lord Mayor and Citizens of Westminster
 The address at which notices may be served is: Westminster City Hall, 64 Victoria Street, London SW1E 6QP

7. This is your share of the estate percentage. Which is calculated by **lease percentage**.
8. These are examples of services and repairs that are provided to your estate. Please be aware the services on your statement may be different to the example shown.
9. This shows your share of the total estimated cost of services.
10. These are examples of charges that are specific to your property, and that are not apportioned using the lease or estate percentage. For further details please see page 23 for detailed explanations of how each of these charges are apportioned.
11. This shows the total amount of services due for payment.
12. To comply with legislation, we are obliged to include this text with invoices for service charges to leaseholders. The wording is fixed by law, and so we are not allowed to change it. By "tenants" we mean leaseholders. This requirement does not apply to freeholders.



Head of Charges explained

Your service charge account provides a summary of the costs broken down by individual items, that are recharged to you at either block/estate level. These items are called heads of charges. The following is an explanation of what is covered by each head of charge:

Services

Accountancy and administration

What does this mean?

Costs and overheads associated with housing services provided exclusively for the general benefit of leaseholders only. This includes work activities such as calculation and issue of the service charge accounts, arrears recovery, managing the key lessee scheme and dealing with leaseholders' general queries.

Additional grounds maintenance

Any grounds maintenance that is carried out which does not form part of the estate services grounds maintenance contract. For example, any removal of fly tipping from the estates.

(Please see Grounds Maintenance for further clarification on what items are covered).

Building insurance

The cost of insuring your property in the event of structural damage. This insurance does not cover any contents in your property.

Caretaking services

Tasks carried out by the residential caretaker such as basic repairs, reporting incidents like violence or vandalism, monitoring the use of the premises or removing litter to your block and/or estate.

Communal electricity

The cost of communal electricity supplied for the shared facilities in the block or on the estate. It includes the cost of electricity needed for the lifts, lighting in the communal areas and replacing light bulbs.

Concierge

The concierge staff are employed to ensure additional security to your property by preventing unauthorised people from entering the building. Subject to an annual change for London Living Wage.

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Services

Contract cleaning

What does this mean?

Each block or estate has its own cleaning schedule which generally includes sweeping, mopping and litter picking. This work is carried out by our cleaning contractors Pinnacle. Subject to annual increase of 2.5% contractual uplift. Subject to an annual change for London Living Wage.

Contract supervision

Costs and overheads associated with managing and supervising estate services contracts, such as contract cleaning, grounds maintenance and tree maintenance. It includes items such as managing the estate services contracts, and block and estate checks and inspections. It is calculated as a percentage on-cost relative to the value of the contract at each particular location.

Co-op management costs

Costs and overhead incurred by Tenant Management Organisations relating to the Co-operative's office and staff costs for managing your block and/or estate. The Co-op employs their own staff and have their own offices and office equipment, including IT.

Co-op repairs

Repairs that have been carried out to your block and/or estate, which fall under the remit of your Co-op. These works will not have been undertaken by the council.

Door entry system rental

The cost of renting the communications line for operation of the communal door entry systems.

Ground maintenance

The upkeep of the communal grassed or planted areas on your estate, for example, cutting the grass, maintaining shrubs, removal of weeds, pruning, planting of plants, etc. This work is carried out as part of our qualifying long-term agreement with Continental Landscapes. Subject to annual increase of 2.5% contractual uplift. Subject to an annual change for London Living Wage.

Ground rent

Ground rent is set annual fee for renting the ground that your property is built on, from the council. The terms are defined in your lease and are fixed every year. If you have extended your lease then you will not be subject to ground rent.



Services

Heating and hot water

Local management agreement

Lift health and safety

Lift maintenance

Pest control

Planned preventative maintenance

Paladin bins

Repairs and maintenance

What does this mean?

The recharge of the costs incurred in the provision of heating and/or hot water for residents on a communal heating and hot water network, including administrative costs.

An agreement between the council and residents, where an allowance is paid to residents for them to provide the same service for functions, that the council would have provided. The services include cleaning and managing grounds maintenance.

The cost of insuring the lifts in your block.

Regular monthly maintenance service visits are carried out to each lift under an agreed contract. The monthly inclusive charges cover the callout charge to the lifts. This work is carried out as part of our qualifying long-term agreement with Precision Lifts. Subject to annual increase of CPI.

Our pest control team provide treatments to your block/estate to deal with infestations such as mice, rats or bedbugs. Some of the treatments carried out are in flat, such as bedbugs, however, these are still rechargeable. Cover also includes carrying out proactive treatments such as sewer baiting and pigeon control.

Regular maintenance carried out on a piece of equipment to lessen the likelihood of it failing. It is performed while the equipment is still working so that it does not break down unexpectedly. Items covered are communal electrical equipment, fire safety apparatus, water tanks, lightning conductors and boilers where applicable.

The cost of hiring, maintaining and cleaning of the Paladin bins or any other suitable containers for household waste issued by Westminster City Council. The charge is for the containers themselves, as there is no charge for collecting and disposing of household waste deposited in the bins, as this is included in all residents' Council Tax. Subject to annual increase of CPI.

Day-to-day repairs and maintenance to the communal areas and structure of your block and estate. This includes all types of responsive repairs.



Services

Reduction

Security for carnival

Superior landlords costs

Supervision and management*

Tree maintenance

Window cleaning

What does this mean?

Any personal reductions that you are entitled to under the terms of your lease or historically charged items that have been reversed and have been credited back to you. This can include reductions for commercial units, rent to mortgage repairs, or credits for previous actuals.

The security that is put in place during the Notting Hill Carnival. Including the fencing and boarding up areas to your blocks or estate.

In the instance that the council does not own your block, the Freeholder/Superior Landlord will charge the costs they incur for maintaining the block. These costs are then added to your service charges and are in addition to any other service charges incurred by the council.

Costs and overheads associated with providing housing services for the general benefit of all residents, both lessees and tenants, which are not directly related to managing estate services, repairs or major works. It includes general estate management, resident consultation, complaints and enquiry handling.

The maintenance of the trees on your block and/or estate, where it has been established that these trees are within the boundary of the blocks/estates. Pruning of the trees is usually carried out on a cyclical basis of every 2 or 3 years, however this charge can also include any other tree works that may become necessary.

The cleaning of windows in the communal areas of your block/estate. The windows are usually situated by the main entrance door and/or on communal landings or stairwells. Subject to annual 2.5% contractual uplift increase.



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How are my charges calculated?

Block Charges

Block charges are apportioned based on your lease percentage. Your lease percentage is stated in your lease and is calculated by the number of bedspaces in your property against the total bedspaces in the block. For example, if you were to have 1 bedspace in your property and your block has a total of 10 bedspaces, your lease percentage would be 10%.

The number of bedspaces in a flat is determined by the size of the bedrooms, a double bedroom having two bedspaces and a single bedroom having one. Bed spaces are assessed by calculating the floor area of each bedroom only, and applying the following:

Bedrooms up to 110 square feet (10.219 m2) = 1 bed space

Bedrooms measuring 110 square feet (10.219 m2) or more = 2 bed spaces

Estate Charges

Estate charges, similarly, to block charges, are apportioned based on your lease percentage. Your lease percentage for your estate is calculated by the total bedspaces in your property against the total number of bed spaces in your estate.

Property Charges

Property charges are not calculated using the lease percentage. There are four main property charges listed below:

Accountancy & Administration

The chargeable amount for Accountancy and Administration is calculated first by establishing the staff costs. All staff within Housing complete a time analysis to determine how much time is spent on Leasehold only activities.

Using salary information, we then calculate a monetary cost of that time. This monetary cost is added to the total support costs, such as all IT requirements, to give us a total cost.

This cost is then distributed evenly between all leaseholders at a unitary level as this service is provided to the same extent regardless of property size.

Buildings Insurance

Your buildings insurance is calculated based on your block size and the number of bedrooms in your flat.

The block size criteria range from block with less than 10 storeys, blocks with 10 to 20 storeys and blocks with over 20 storeys.

The bedroom criteria range from a studio flat to a 5-bedroom flat.

Heating & Hot Water

Heating and Hot Water charges are calculated based on consumption. Properties either have individual meters or block/estate level meters and are charged for the consumption on that meter, with the tariff rate and standing charge incurred by Westminster City Council passed on directly.

For properties where there are block/estate level meters, consumption is apportioned based on habitable rooms. A habitable room is counted as a living room or a bedroom, irrespective of size.

Ground Rent

Your annual ground rent will be stated under the terms of your lease.

If you have extended your lease then you will not be liable for ground rent payments.



Major works service charges and consultation

> Major works service charges information

> Consultation and observation information





Major works service charges and consultation

What are major works service charges?

Major works service charges are for necessary repairs, renewals, and in some cases, improvements which we can't do under the normal day-to-day repairs arrangement due to the amount of work involved. We will write to you before going ahead with any work to tell you what we are planning and how much you are likely to be charged. We will also give you an opportunity to comment and ask questions. Major works projects are 'large scale' repairs such as window or roof replacements, fire safety work and communal decorations. The City Council is responsible for these works to maintain the common parts and fabric of the building. Major works projects need a considerable amount of organising before they start.

This document sets out what to expect at each stage of a major works project, including our commitments and how you can get involved. Please note that the process described here, primarily relates to larger traditional major works projects delivered by our major works term contractors. It also relates mainly to projects covering blocks of properties on estates. The process may differ for individual street properties or smaller projects delivered by one of our other contractors such as fire safety works or emergency lighting upgrades. This is because they may differ in size in terms of budget, number of properties or timescales, or the work may need to be done urgently.

Who carries out major works?

At the start of 2018, Westminster City Council entered into a ten-year partnering contract with two major works contractors. Axis Europe and United Living. United Living will deliver all major works projects in the south and central areas of the borough. In total we work with six long term contractors.

How do I find out about planned major works to my building?

You can view the latest plans and project specific correspondence about major works online at westminster.gov.uk/housing/major-works

How are charges for major works invoiced?

Before the start of major works, we will issue a [Section 20 Notice](#).

In March of each year we will issue you the estimated costs for the day to day service charges and major works service charges. The major works estimates are based on the Section 20 Notice and specification of works. Under the terms of your lease payment is due in April and October. Payment options are available for [major works](#) to help spread the payment of the major works invoice.



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When the contract has been completed and the defect liability period has ended, the final account is prepared by the contract manager. The final account details the works that were agreed on site and the amount that has been paid to the contractor to carry out the work. We will use the final account to revise the estimated cost that was billed to you to reflect what was actually spent on your block and (or) estate.

If we have overestimated the charges, you will receive a credit on your account, but if we have underestimated the charges you will receive an invoice for the additional costs.

What is Section 20 consultation?

Landlords, including councils, are legally required to consult with leaseholders before carrying out major works. This means that leaseholders are entitled to further consultation, often called a "Section 20" consultation because it was introduced by Section 20 of the Landlord and Tenant Act 1985.

What does the Section 20 notice include?

A Section 20 notice includes the following:

- › A description of the works
- › The name of the contractor
- › Estimated cost of the proposed works
- › An estimate of the cost of your share of the proposed and estimated works
- › Notice period of 35 days to send us back your observations on the proposals.

We will respond to all written observations within 21 days.

What is an observation?

The law says you have a right to respond to a Section 20 notice up to 30 calendar days from the date of the notice, however we give you up to 35 days from date of the Section 20 notice. Your reply is known as an 'observation'.

We must reply to any observations (which must be received in writing) within 21 calendar days. We must consider any comments or concerns you raise before going any further with the proposed works.

How do I make an observation?

All Section 20 observations must be made in writing to: S20observations@westminster.gov.uk or Leasehold Operations, 137 Lupus Street, London, SW1V 3HE.

Please be aware that we cannot accept observations by telephone.





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Paying your service charges



By phone with a debit or credit card

Using the 24-hour automated debit or credit card telephone payment line service on 020 7823 2601. You will need your ten-digit account number which you can find on your service charge invoice.



By direct debit

This is the easiest and safest way to pay and is covered by the 'Direct Debit Guarantee' which provides additional protection and reassurance. Once you set up a Direct Debit, you don't need to take any further action, as your payments will automatically transfer from your account. The amount payable each month will be the due balance, divided by twelve. If you'd like to switch to this option, please complete and return a direct debit form. To set up a Direct Debit for major works, please complete both the Direct Debit form and 'Extended payment agreement form for Major Works'.



By post

Cheques can be made payable to City of Westminster and sent to:

Attn: Income Team
Finance and Resources Department
Westminster City Council,
City Hall, 16th Floor
64 Victoria Street,
London, SW1E 6QP



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Online by debit or credit card

Over the internet at payments.westminster.gov.uk/housingpayments/ and follow the instructions under the heading 'view or pay your Westminster housing rent or service charges'



By standing order

For the day to day management and maintenance aspect of your service charges only, you can pay direct from your bank account. A bank standing order mandate can be requested by contacting us, (see [Useful contacts](#)). You will need to complete a standing order form and send it to your bank. The amount payable each month will be the account balance divided by twelve. You are responsible for informing your bank of any changes needed when they are required.



Direct to bank account via bacs processes

Payments can be made to:
Account name: City of Westminster
Sort code 30-00-00,
Account number 00250821.
When making a payment, please quote your account number in full, omitting any dashes, spaces or characters. International Codes:
BIC: LOYDGB2LCTY -
IBAN: GB24 LOYD 3000 0200 3500 82

As part of digitalising our services, we have launched a new video to take you through details of paying your services charges.

[Watch our new paying your service charges video.](#)



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Difficulties paying your service charges?

If you think you will find it difficult to pay your service charges, we are here to help and we can go through payment plans with you. It's important that you **contact us** as soon as possible. Any delays may in some cases result in debt recovery action being taken and this may limit the help we can offer you.

Service charge loans

Housing Regulations 1992 SI 1078. In the Landlord's opinion the service charge demanded in this notice may entitle the leaseholder to a loan. Please apply in writing (see **Useful contacts**).

Use of data

Information provided to us as part of your lease may be shared across departments and services within the council, and with contractors employed by the council, for the purposes of:

- > recovering any sum owed by you to the council
- > updating our records
- > preventing and detecting fraud
- > for research and statistical analysis.

We will not disclose confidential information except to the extent that the law requires or allows.

The Landlord and Tenant Act 1987 Section 47 & 48

The name of your landlord is: The Lord Mayor and Citizens of Westminster

The address at which notices may be served is: Westminster City Hall, 64 Victoria Street, London, SW1E 6QP.

Difficulties paying your major works service charge bill

If you think you will find it difficult to pay your major works bill. We are here to help and we can go through payment plans with you. It's important that you contact us as soon as possible. Any delays may in some cases result in debt recovery action being taken and this may limit the help we can offer you.



Paying your major works service charge invoice in instalments

If we send you a major works service charge bill you can choose to pay in instalments. There are a number of instalment options, depending on how much you need to pay:

Invoice amount payment options available

Invoice Amount	Term	Payment options available
Up to £2,000	12 months	If the bill is under £2,000 you can spread your payments over a year in 12 equal monthly payments. No interest is charged.
£2,000 and above	24 months	If you receive a bill for more than £2,000 you can spread payments over two years in 24 equal monthly payments. You must complete an extended payment instalment form. No interest is charged.
£2,000 and above (Resident Leaseholders only)	60 months	If you receive a bill for more than £2,000 you can spread payments over five years in 60 equal monthly payments . This option will not be made available where the property is sublet, owned by a company or owned by a housing association. You must complete an extended payment instalment form. No interest is charged.
£20,000 and above (Resident Leaseholders only)	120 months	If you receive a bill for more than £20,000 you can spread payments over ten years in 120 equal monthly payments. No interest is charged for months 1-60. Interest is charged on the balance remaining at month 60 at 1.5% above the Bank of England Base rate for months 61-120. This option will not be made available where the property is sublet, owned by a company, or owned by a housing association. You must complete an extended payment instalment form.
£20,000 and above	300 months	If you receive a bill for more than £20,000, Westminster City Council is now offering a Discretionary Service Charge loan, available to all leaseholders who are unable to secure borrowing from their mortgage company or a personal loan. The service charge loan will be secured by a way of a legal charge on the property for a maximum of 25 years. Interest will be charged at a variable rate of 1.5% above the Bank of England base rate and will be reviewed annually. You will also need to pay the administration costs involved. Westminster City Council is only a lender of the last resort.



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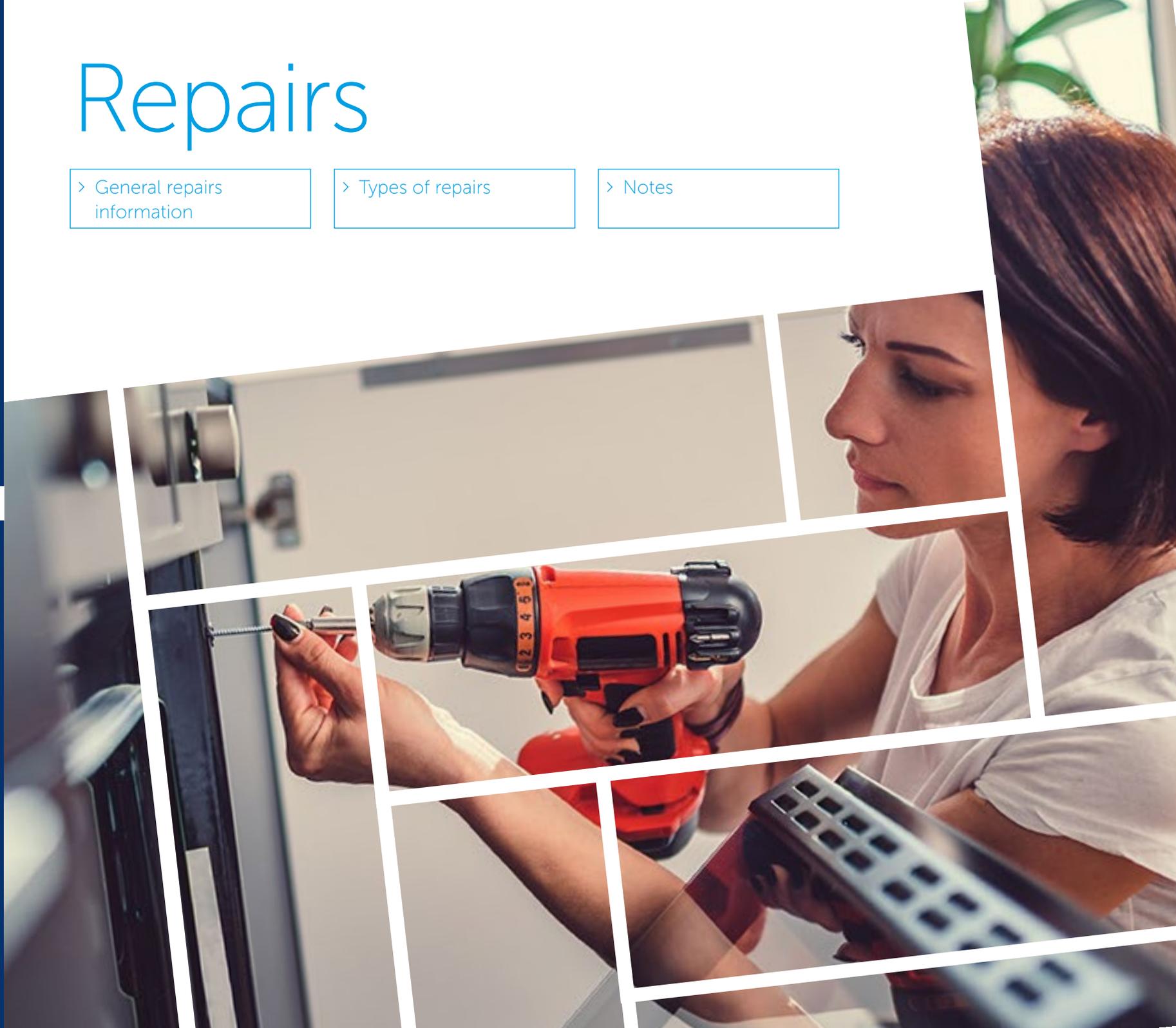
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Repairs

Under the terms of your lease, you are responsible for maintaining the interior of your property excluding any structural items and communal services. We are responsible for maintaining the rest of the block and estate, for which you are required to pay a proportion of the cost.

Please visit westminster.gov.uk/housing/covid-19 for advice and information on how we are managing repairs during COVID-19.

What happens if you cannot carry out repairs?

We do not normally carry out any repairs that are your responsibility; it is up to you to make your own arrangements. In very exceptional cases where you are unable to do this, we will do the repair. This will only happen in the following circumstances:

- > If you pay the full cost (where known) including VAT before works start.
- > If you agree in writing to meet the full cost of the repair including VAT, before the costs are known, you will be sent a bill when the works are completed, which you must pay within 14 days.

Reporting repairs

Contact us to report a repair (see [Useful contacts](#)).

Please give as much detail of the fault as possible to avoid misunderstandings and communal repair delays.

Who does the work?

We employ contractors to carry out repairs that are our responsibility. All tradespeople carry identity cards. They will usually have a copy of the repair note that describes the work to be carried out. Please make sure you check their identification before you let anyone into your property.

Balcony safety

If your home has a private balcony, please ensure you contact us to report any damage or defects to the balcony balustrading, railings or glazed or non-glazed panels immediately, (see [Useful contacts](#)).

The balcony surface finish is designed to be non-slip. As such, we recommend that residents carefully consider any alternative flooring they may wish to install and avoid materials that could cause slips and trips and result in injuries.

Please keep stored items and furniture away from the outside face of the balcony, especially if there are small children in the household or regularly visiting, to help prevent children climbing over the safety railings.



Below is a table of types of repairs and who is responsible for them:

Type of repair	Westminster City Council	Lessee
Plumbing		
To move a mains stopcock to block	X	
To move a mains stopcock to inside dwelling		X
Repair burst or leaking waterpipe up to stopcock	X	
Repair burst or leaking waterpipe beyond stopcock		X
Repair/replace a communal water storage tank	X	
Repair/replace an individual water storage tank		X
Repair or replace bath, basin, sink, taps, WC		X
Repair leaking waste pipe, trap, fitting etc. including branches up to the soil stack		X
Clear blockage or repair leak to main soil stack, rain water pipes and gutters	X	
Carpentry		
Communal flooring Joist/wall plates, floor boards, floor tiles, concrete floor slab and concrete floor screed.	X	
Flooring within the flat Joist/wall plates and concrete floor slabs	X	
Flooring within the property Floor boards, floor tiles, concrete floor screed and skirting boards		X
Roof structure and covering	X	
Staircase repairs in communal areas	X	



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Type of repair	Westminster City Council	Lessee
Carpentry		
Staircase repairs within the property		X
External window frames Frame (See note 1) sashes (See note 1), cords and weights, putties	X	
External window frames Fixtures/fittings/locks (See note 2)		X
Communal window frames Frames, fixtures/fittings, cords and weights, sashes and putties	X	
Communal windows glazing	X	
Windows to property glazing (including associated replacement of putties)		X
Property entrance and internal doors to property Frame/lining (See note 3) door, fixture/fittings/locks		X
Communal doors Frame, door, fixture/fittings and locks	X	
Forced entry to flat (See note 4) Break-ins through window damage to frame	X	
Forced entry to property (See note 4) Break-ins through door to flat, break-ins through window glazing only		X
Repairs to fitted units/cupboards in flat		X

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Type of repair	Westminster City Council	Lessee
Electrical		
Electrical repairs in property Repairs to all fuses including LEB mains Renewal of consumer unit (fuse board) Rewiring Renewal/repair of fittings Repairs to individual door bells		X
Electrical repairs in communal area Rewiring Renewal/repair of fittings Repairs to communal door entry system including equipment within the property Repairs to piper alarm	X	
Heating		
Communal heating and hotwater appliances	X	
Individual system and flue liner of heating and hot water appliances		X
Miscellaneous		
Communal plaster and communal decorating	X	
In property plaster and decorating (see note 7)		X
Communal ventilation plant	X	
Individual ventilation plant (Ventaxia)		X

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Note 1

The surfaces of these items which are internal to the property are your responsibility to decorate.

Note 2

Where we have installed sealed PVC windows, we will repair or replace the fittings and locks and arrange for any glazing repairs.

Note 3

Where the door is a composite of an external window (i.e. it is an integral part of the window – typically balcony doors) we will repair or replace the frame.

Note 4

You may claim on the council's building insurance (you will need to include a police crime number).

Note 5

Excluding equipment solely used inside a property on a Cylococontrol or equivalent electric meter (for example electrical storage heaters).

Note 6

Where the individual system is gas fired, you must arrange to have it inspected and serviced annually by a Gas Safe approved contractor. They must be able to produce proof of the inspection and service to us at any time.

Note 7

Unless the damage is disturbance to the decorations whilst carrying out works to the structure. Where damage to decorations caused by water penetration is as a result of a defect to the structure or the actions of other residents (for example over-foving bath, washing machine etc.) you may claim on our building insurance.



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Buildings insurance

We own the building you live in and are responsible for insuring it.

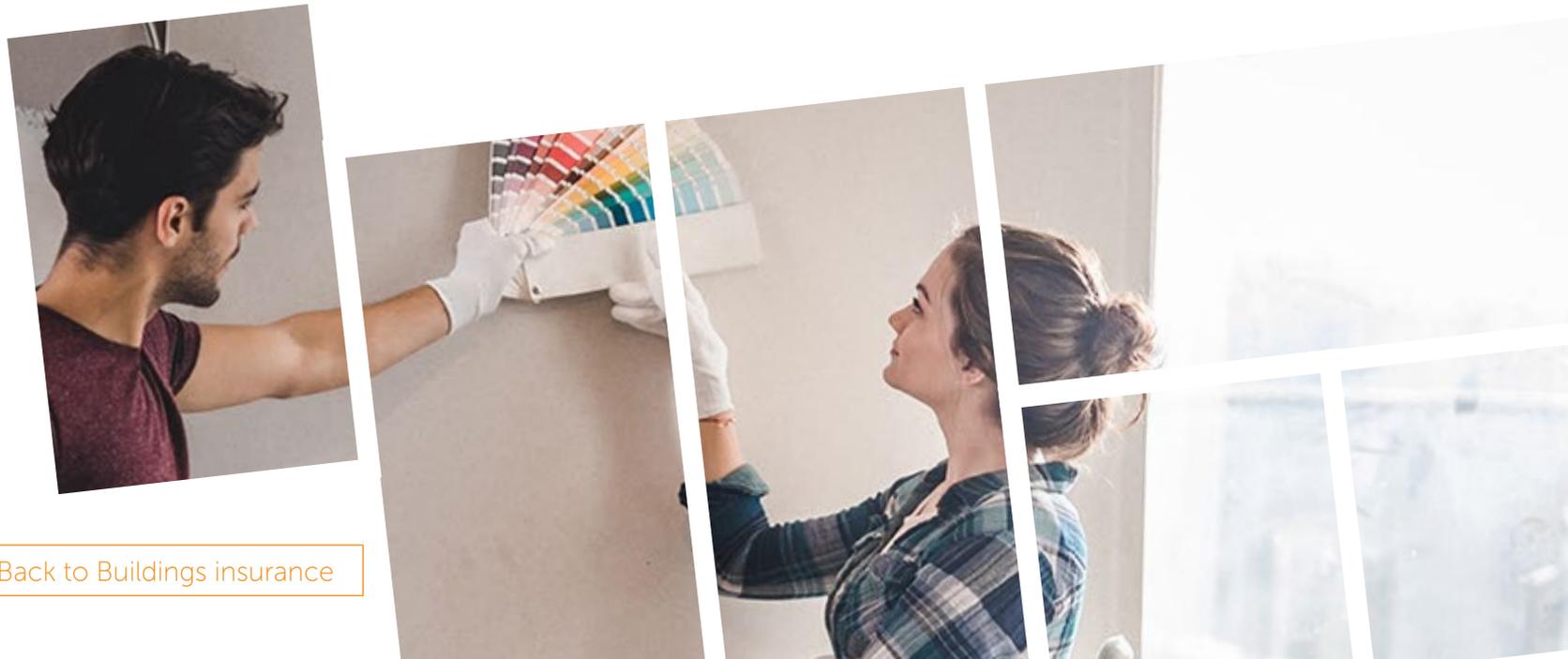
In this section we will explain what the building insurance covers, how to make a claim and the amount of excess payable.

What does the insurance policy cover?

The building insurance covers the communal elements of the building such as the structure, the exterior and the services and installations of the block which are our responsibility to maintain.

It also includes fixtures and fittings. These can be explained as, anything you would not be able to remove and take with you were you to move. Examples of these include:

- > The plaster on the walls and ceilings
- > Floorboards
- > Windows and doors
- > Bathroom fittings (sink, bath/shower unit, toilet)
- > Kitchen fittings (units and fitted appliances)
- > Decorations.



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The cover generally applies to alterations and improvements, provided you have received our written permission.

Insurance covers damage caused by the actions of another lessee or tenant. This only applies to damage caused to the structure of the building, or other elements covered by the buildings insurance.

You will have to claim for damages caused to your personal belongings and possessions such as furniture, carpets or clothing on your own contents insurance, regardless of who caused the damage.



The policy covers damage to buildings (and to the previously mentioned internal elements of your property) that is caused by unforeseen events. These events are known as risks or 'perils', and include the following:

- > Accidental damage
- > Burst pipes or tanks
- > Earthquake
- > Explosion
- > Fire
- > Flood
- > Impact
- > Lightning
- > Malice/vandalism (including graffiti) *
- > Riot/civil commotion
- > Storm
- > Subsidence
- > Theft damage*
- > Terrorism.

* In the case of malicious or theft damage you should report such incidents to the police immediately and obtain a crime reference number.

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What is not covered by the policy?

The policy does not cover every situation. These include faults caused by mechanical breakdown, hidden defects or wear and tear which, are all treated as normal repairs.

Contents insurance

The building insurance does not cover the contents of your property such as furniture and other personal possessions. It is therefore your responsibility to take out your own contents insurance policy.

Insurance policies can be obtained through an independent insurer at your discretion. However, to make things easier for you we have negotiated a home contents insurance policy which has been specifically designed for our tenants and leaseholders.

Visit westminster.gov.uk/housing/leaseholders/leasholders-property/insurance for more information or contact us on our details in the [Useful contacts](#) page.

What is the excess on the policy?

In most cases the insurance cover does not meet all the costs of repairing the damage. The insurers will only meet costs above a certain amount, this is known as the excess. The amount of the excess payable depends on who is making the claim.

Your excess

If you are making the claim then the excesses currently payable are:

- > £1,000 for subsidence, heave and landslip
- > £100 for policy excess
- > NIL – All other insured risks.

Please note the above excesses are subject to periodic review.

The amount of excess is important because it helps to decide if it is worth making a claim. For example, we are responsible for repairing a vandalised communal entrance door. However, the excess for this would be £500 whereas to get the repair done by a contractor might only cost £250. In cases like this there would obviously be no value in making a claim.

Similarly, if you have a repair like a broken window that you are responsible for, you will need to decide whether it would be cheaper to pay for the repair, or to make a claim and pay the £100 excess.

Public Liability Insurance

If you believe that we have acted in a way that is negligent or breached our duty of care leading to injury, damage or loss, you can submit a Public Liability Insurance claim through www.westminster.gov.uk/form/make-public-liability-insurance-claim



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Our excess

If we are making the claim then the excesses currently payable is:

- > £1,000 for subsidence, heave and landslip (this would apply to each property, which would mean individual leaseholders would have to pay the excess).
- > £500 for all other insured risks (this cost will be apportioned based on individual lease percentages).

Making a claim

If we are responsible for the repair (for example in the case of damage caused to the structure), we will make the claim and organise the repair. In these cases, you will pay your share of the excess through your service charges. If you are responsible for the repair you should claim directly from the insurance company within 28 days of becoming aware of any damage to your fixtures and fittings.

You will need to ensure that what you are claiming for is covered by the policy and that the item damaged is something that you are responsible for maintaining.

For contact details on how to make a claim, please visit the [Useful contacts](#) section.

Where possible you should provide photographs of the damage. If this is not possible then you should keep the damaged items or get the damage witnessed by an independent person.

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Getting the repairs done

If you intend to employ someone to do the repair work you should send two written repair estimates from different builders. If possible, send these at the same time as your claim form to the address shown on the form.

If you intend to do the repair work yourself, you must send estimates for the costs of materials plus reasonable costs of personal labour for consideration by the insurers.

You should not start work to repair the damage until you have received written permission from the insurers.

What happens next?

Once you have completed the claim form and provided two written estimates, the insurers will examine the claim and either:

- > Give you the go ahead to do the repairs or appoint a Loss Adjuster
- > Or, explain why the claim has not been agreed. In some cases the insurers appoint a loss adjuster whose job it is to inspect the property and compile a document that contains technical terms such as depreciation, actual cash value and replacement costs, that may be unknown to the policyholder. A trained claims adjuster can ensure correct completion.

If you start repairs before you have received the go-ahead in writing you may jeopardise your claim.

If the claim is accepted, the insurers will specify which estimate has been agreed.

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Frequently asked questions about building insurance cover

Q. If my front door is damaged in a break-in, can I make a claim?

A. Yes – but always obtain a crime reference number from the police first.

Q. If I am flooded from the flat above, can I make a claim?

A. Yes – you can make a claim if the damage is to any of the fixtures and fittings that are your responsibility to maintain (including damage to your decorations). It doesn't matter whether the flood was caused by a tenant or a lessee. However, you cannot claim on the building insurance for any damage to your contents and personal possessions.

Q. Are there any circumstances where I can be reimbursed the excess?

A. No – generally speaking you will always have to pay this first part of the claim, whether individually (if you are making the claim yourself) or collectively through your service charges (if we are making the claim).

Q. If the council and the leaseholder suffer the same incident (e.g. as a result of a burst water tank or pipe in the roof space) will the council claim on my behalf?

A. No – each party usually makes their own claim in respect of the damage they have suffered.

Q. Can I claim for the cost of alternative accommodation if I am forced to move out whilst repairs are being done?

A. Yes – but only where the works are the result of an insured peril and where the insurers have given their prior agreement.

A fraudulent claim will result in non-payment and the cost of repairs will be the responsibility of the leaseholder.

Building insurance policy is subject to change from time to time. Contact us for further advice. See the [Useful contacts](#) section for contact details of your current buildings insurance provider.



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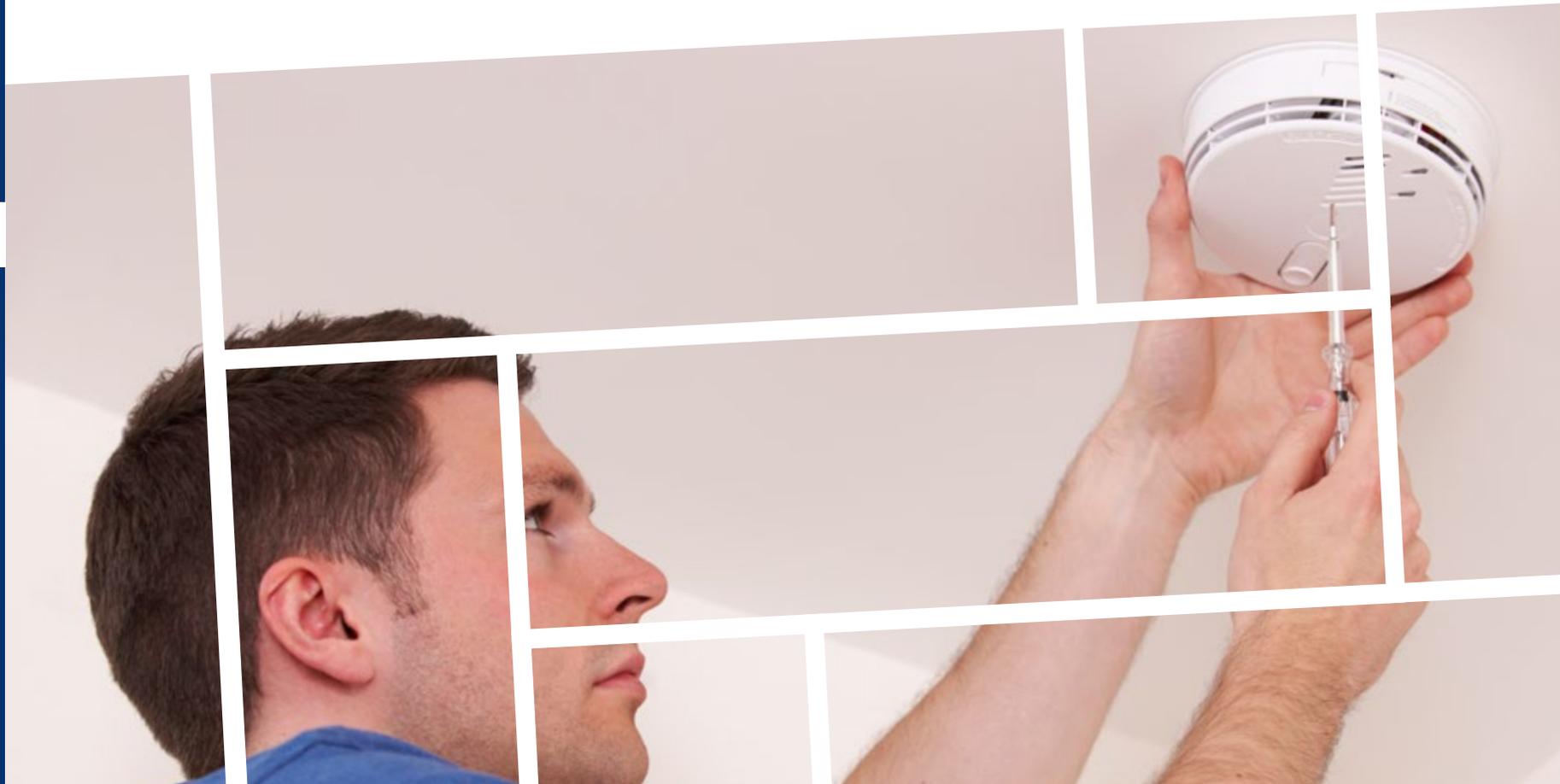
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Health and safety works

Fire safety

What to do in an emergency?

Fire action notices or plans are displayed in the communal areas of blocks which detail the fire evacuation strategy for each building. Further guidance is contained within our 'preparing your household for emergencies' booklet, to download it visit our website westminster.gov.uk/housing/leaseholders/leaseholders-property/staying-safe-your-home

Fire precautions

To ensure your safety we provide two types of fire precautions:

Passive measures – such as:

- > The type of material we construct your flat's walls and floors from.
- > The provision of communal fire doors. You are responsible for ensuring your flat entrance fire door and/or internal fire doors are maintained.
- > The type of paint and surface finishes we use in communal areas of blocks to prevent wall finishes being set alight or allowing fire to spread.
- > Fire safety signage, to ensure your visitors know what to do if they need to escape.

Active measures – such as:

- > Smoke and heat detectors in your home (if purchased from us).
- > Automatic smoke detection in the communal areas of your block (where applicable).
- > Sprinklers where carparks are provided below blocks.

We do not provide fire extinguishers to residents or in communal areas of blocks.



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Flammable substances

You must not keep any contained gas i.e. liquid petroleum gas, Calor gas (BBQ gas) etc or explosive substances in your home or communal area (including storage rooms/ cupboards, balcony, garage, garden shed).

Let us know if you or anyone occupying your property requires medical gases, for example, oxygen.

Always remember:

- > Fire doors are important – they stop smoke and fire from spreading. Always report any damage to communal doors.
- > Never wedge open any fire door inside your flat or in the communal areas of your block.
- > Keep all escape routes in your home and in the communal areas clear of storage and obstructions.
- > Never fit locks to doors which are secondary means of escape routes.
- > Never allow children to play with matches, lighters or candles.

- > Never store contained gases in your home, storage cupboard or garage.
- > The use of BBQs in communal areas and on balconies is not allowed.
- > Only use the rooms in your property for the purpose they are intended.
- > Never tamper with, vandalise or obstruct any fire precaution provided for fire safety. This includes fire doors which have been provided for London Fire Brigades' use.
- > Avoid the use of convection heaters – this is the type of heater that blows out warm air. These are safe as long as they are used carefully. They must never be covered or be placed in an area where anything could accidentally fall onto them. This could block the warm air outlets, cause the heater to overheat and catch fire.
- > Never use gas heaters.
- > Don't overload plug sockets.



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Anti-Social Behaviour (ASB)

We are committed to tackling nuisance and Anti-Social Behaviour (ASB). We expect our residents to accept a certain level of noise from day to day living and be tolerant of other people’s lifestyles, but we also expect our residents to behave in an acceptable manner at all times. We actively promote ways to prevent ASB but will use our enforcement powers in appropriate circumstances.

You can access a copy of our ASB policy online and report cases at westminster.gov.uk/yourhousing

How we deal with nuisance and anti-social behaviour

We make it very clear that nuisance and ASB will not be tolerated.

Problems often arise when people act without thinking about their neighbours and other residents living nearby.

In addition to keeping to the formal rules of your lease conditions we encourage you to be a good neighbour and follow these guidelines:

- > Let people know beforehand if you are having a party and remember to keep the noise down particularly after 11pm
- > Be careful not to disturb your neighbours after midnight
- > If you come home late at night, do not slam the doors or put the television on too loudly
- > Make sure your children do not disturb other people. Remember that you are responsible for all members of your household, including your visitors, both in your home and the surrounding area
- > Laminate or wooden flooring can increase the amount of noise that your neighbours can hear from your property. You must get our permission before installing these types of floors
- > Dispose of your rubbish properly
- > If you have permission to keep a pet, look after it properly and don't let it foul public areas or cause a nuisance in any other way
- > Local community standards have been agreed on five estates including Fountain Court, Mozart estate, Sheringham House, Vale Royal and John Aird Court. These set out locally agreed "house rules" to encourage neighbourly behaviour.



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Community trigger

What is a community trigger?

If you feel your reports haven't been taken seriously by agencies, you can raise what is called a 'community trigger'. The community trigger enables victims of ASB to demand action and have a case review where persistently reported problems have not been addressed. Once a community trigger is activated, we will meet with all the relevant agencies to try and resolve the issue.

The council will:

- > Acknowledge your request within two working days
- > Ensure your case is reviewed by a panel of professionals from multiple agencies within 12 working days
- > Inform you of the outcome and a proposed action plan within 12 working days from the case review.

A community trigger is separate to the complaints process, please see '[How can I make a complaint](#)'

How a community trigger can be activated

If you have reported three incidents of ASB in the last six months, to the police, your landlord or the council and you feel that no action has been taken, you can activate a community trigger. This can be done on our website at westminster.gov.uk/community-trigger-form





DIY hours

We take a more lenient view of DIY (depending on the scale and nature of the work) than commercial work carried out by paid contractors, and do permit DIY activities to take place beyond the normal contractor’s hours (8am to 6pm Monday to Friday and 8am -1pm on Saturdays). This takes account of householders working alone or with limited help who may have far less time to carry out home improvements than a paid contractor and the Council recognises this.

Generally, it is acceptable for householders to undertake noisy DIY work between from 8am to 9pm Monday to Saturday and between 10am and 4pm on Sundays and Bank holidays.

We would not however expect noisy work to be carried out after 6pm if the householder has been working all day.

We will consider each case on its own merits when considering how to tackle DIY noise complaints and will consider the noise output of the equipment used, and the overall scale and duration of the job.

You should in all cases, inform your neighbour in advance of when you intend to carry out noisy DIY work and of the times you will be working.

Our responsibilities

We will:

- > Not interfere in how you use your home as long as you keep to the terms of your agreement
- > Always investigate complaints of nuisance or harassment and take appropriate action to deal with the problem.

Legal action is normally only considered when all other options have been exhausted.

Options for legal action include:

Civil injunctions – an injunction is a civil order which can be granted against anyone aged over 10 years, either prohibiting certain behaviour or requiring them to do something positive.

Forfeiture Proceedings – Freeholder to end a long lease if the leaseholder has breached the terms of the lease. Ending a lease in this way is called “forfeiture”. Forfeiture is the ultimate sanction for a landlord. It means the freeholder can obtain possession of the flat, sell it and keep the proceeds of sale (after paying off any pre-existing mortgage(s)). If there is equity in the property, the freeholder will therefore receive a significant amount.



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Your responsibilities – You and your household

As a leaseholder you are responsible for the behaviour of every member of your household. This includes children, any visitors, lodgers or sub tenants, while they are in your home, in any shared area around your home or the surrounding area. We will take action against you if you or they cause a nuisance.

Below are some of the responsibilities included in your tenancy agreement. "You" means they apply to you, all members of your household and your visitors.

Harassment

You must not harass or threaten any other person because of race, colour, nationality, religion, age, mental illness, disability, sexuality or any other reason. The types of behaviour that would include harassment are violence or threats of violence, verbal abuse, graffiti, vandalism and stalking.

We view harassment very seriously. We will take action against you if you or members of your household or visitors harass or abuse any other person. This may include legal action that could result in you losing your home.

If you are the victim of harassment you should call the Police and **contact us** as soon as possible. We will keep all the information you give us confidential if you want us to. We will investigate the case, take action where appropriate and offer you help and support.

Domestic violence and abuse

We will not tolerate domestic violence or abuse in our properties. Domestic abuse is defined as:

Any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality. This can encompass but is not limited to the following types of abuse: psychological, physical, sexual, financial or emotional.

Your lease says that you or any member of your family "must not use or threaten to use violence by using physical, mental, emotional or sexual abuse against anyone legally entitled to live either in your home or in another of our properties".

We are committed to working closely with other agencies to support victims of domestic abuse and, where possible, take action against those responsible.



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If you are suffering because of domestic abuse, you are encouraged to get advice from the following:

- > 24-hour National Domestic Violence freephone helpline on 0808 2000 247
- > If you are a female experiencing domestic abuse contact Angelou on 020 8741 7008
- > If you are a male experiencing domestic abuse contact Mankind Initiative on 01823 334244
- > You can also **contact us** so we can offer you support, and advice tailored to your needs
- > We also recommend that you get independent general advice from a solicitor, law centre or Citizens' Advice Bureau
- > We would also encourage you to report any concerns to the Police. They have specialist workers to help victims of domestic violence and abuse. If you are in immediate danger, call 999.

Employees

You must not assault or threaten any of our staff or those working for us or anyone else on the estate or surrounding area.

Damaging or defacing our property

You must not damage or deface our property. If you do, you will be asked to pay to repair or replace damaged items.

Security equipment

You must not interfere with any security equipment on our property. This includes any Closed-Circuit TV (CCTV) equipment and door entry systems. This equipment is there to increase residents' security and this could be threatened if, for example, you wedge open security doors or allow people to enter a block without identification.

Shared areas

You must not obstruct any shared areas in your block, such as leaving bicycles or bulky items in shared passageways. This could inconvenience other residents, be dangerous or a fire hazard.

Estate rules

You must follow any local rules that apply to your estate. We will advise you of any that apply to your estate or building.

Illegal parking

You must not park on the estate without our permission. Most of our estates have permit parking schemes and if you park illegally you are liable to receive a penalty notice. You will then have to pay a penalty charge. If you have a parking permit this must be displayed at all times.

When parking you must take care not to block any access points or obstruct emergency vehicles.

Pets

If you would like to keep a pet, you must first get our written permission. We will look at each case on its own merits but please note that you will only be given permission if you live in a suitable property.



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Dogs will only be allowed if you live on the ground floor, have a private garden and if you agree to keep to the rules listed below. Special consideration is given to visually impaired tenants who live above the ground floor and need to keep a guide dog, and for residents who need a hearing dog.

Permission will not be granted for any animals listed under the Dangerous Wild Animal Act 1976 or for any dog listed under the Dangerous Dogs Act 1991.

It's a legal requirement to have any dog over the age of eight weeks microchipped and to keep your details up to date. You can ask the following to microchip your dog for free:

- > Battersea Dogs and Cats Home
- > Blue Cross centres
- > Dogs Trust.

If you do have a pet, you are responsible by law for the pet's welfare, as defined by the Animal Welfare Act 2006. It is an offence for anyone responsible for a pet not to look after it properly. You must ensure that your pet has a suitable environment to live in, a suitable diet, and is safe from harm.

If your pet dies you will need permission to replace it with another one. The breeding and sale of animals is prohibited.

If your pet causes a nuisance

We work closely with the Police to ensure that any nuisance caused by pets is addressed quickly.

If it comes to our attention that an animal is causing a nuisance, we will withdraw our permission for you to keep a pet and take enforcement action. This may include requiring the pet to be re-homed and possible legal action.

Dogs

In addition to the conditions stated above, there are further rules relating to the keeping of dogs, specifically:

- > You must clean up after your dog if it fouls your garden or shared areas of the estate
- > You must keep the dog on a lead with a name tag and not allow it out without a responsible adult
- > You must keep to our dog byelaws which you can find out more about online at westminster.gov.uk/dog-ownership





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Your dog must:

- › Have identification in public areas bearing the owner’s name, address and/or telephone number. Please note that this is a legal requirement. Failure to comply could result in a heavy fine
- › Be kept under control at all times and not cause a nuisance or a danger to anyone. They must be kept on a lead when outside in shared areas of the council’s estates
- › Not foul your home, garden or any communal areas. Dog faeces can carry diseases which can be harmful to people. It is an offence for a dog owner not to clean up after their dog in public places such as roads, estates, footpaths and parks. Failure to clean up can result in a £80 fixed penalty on the spot fine or prosecution and a fine of up to £1,000
- › Not cause any other nuisance to other people such as barking.

Concerned about cruelty or dangerous dogs?

If you have a complaint about a dangerous dog or a banned dog, please contact the Police on 101. In an emergency always dial 999.

If you wish to report any welfare concerns about pets you can call the RSPCA 24-hour National Cruelty and Advice line on 0300 1234 999.

Flammable substances

You must not keep liquid petroleum gas or other flammable or explosive substances in the home or shared areas or balcony.

Gardens, patios or balconies

If you have a garden, patio or balcony you must keep it tidy. You must not obstruct any emergency exits in your property.

Fireworks

It is important that during those seasons where fireworks are popular that you, and anyone in your household, including your visitors, follow these rules:

- › Do not store or use fireworks either in communal areas or in your home
- › Do not have bonfires anywhere, either in your home or in communal areas
- › Do not let fireworks off in the street or a public place.

Please help us to keep your neighbourhood safe at these times of the year.





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What to do if you are having problems with your neighbours

Everyone has the right to enjoy their home in their own way as long as they don't disturb others living nearby. A good neighbour tolerates other people's lifestyles. However, sometimes, problems do occur. If you are having problems with a neighbour, try and talk to them about it if you can.

To help you we offer 'Dear neighbour' cards. You can pick up a card from your area service centre or download one from [our website](#).

It may be that your neighbour is not aware that they are causing a problem and you may be able to resolve it quickly and easily by dropping in one of these cards. This can be done anonymously.

Of course, we appreciate that may not always be considered appropriate, so you should be confident that it is a safe course of action.

If you prefer not to raise the issue yourself or if the problem persists, please [contact us](#) to report it. We will aim to respond to all reports within 48 hours.

What will happen?

We will fully investigate the report. We will ask you questions to find out the cause, what has happened, for how long and how often the nuisance happens. We will go through the various options available, and agree with you the best way to deal with the problem.

We will keep your reports strictly confidential. In the vast majority of cases we will be able to resolve the matter without having to take any legal action. This is normally only considered when all other options have been exhausted.

If we do start legal action, we will need your support and evidence. You may be asked to keep a written record of the nuisance, called a nuisance diary, and you may need to be a witness at court.

What if the problem is outside office hours?

You can still [contact us](#). Depending on the circumstances, we may advise you to contact the Police or our 24-hour noise service. If we are unable to address the matter out of hours, we will log the details of your report and then follow up any actions the next working day.

In an emergency always dial 999

Noise nuisance

If the problem is noise nuisance, you can contact our 24-hour Noise team on 020 7641 2000.

We provide a 24-hour service and aim to respond to all calls within 45 minutes. As part of this, we can serve legal notices and can obtain warrants to seize equipment such as loudspeakers.



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Gas safety

We take gas safety very seriously and are committed to ensuring that all of our gas appliances are safe and well maintained.

As you own the gas appliances in your home, it is up to you to make sure they are safe. Your lease requires you to have your gas heating and hot water appliances checked and serviced annually by a Gas Safe installer and to provide us with proof that this has been done.

Aside from health and safety implications, failure to adequately maintain your gas appliance can adversely affect your household insurance cover. It is therefore very important that you arrange for this check to be done. We will take enforcement action if you do not undertake yearly gas safety checks.

Subletting your home – important gas safety implications

If you sub let your home, you are responsible for the landlord's duties arising under the Gas Safety (Installation and Use) Regulations 1998. This means that you are legally responsible for making sure your gas appliances, pipe work and flues are safe and well maintained. You must also arrange for an annual gas safety check by a Gas Safe registered engineer and ensure that your sub-tenant is given a copy of the annual gas safety check record (CP12). You must provide a copy of the CP12 to new sub-tenants before they move in to the property.

Failure to meet these requirements can lead to criminal prosecution, resulting in a large fine or possibly even imprisonment.

For more information on gas safety you can contact the Health and Safety Executive's information hotline on [0800 300363](tel:0800300363) or visit [hse.gov.uk/gas](https://www.hse.gov.uk/gas).

Alternatively, you can contact the Gas Safe Register on [0800 408 5500](tel:08004085500) or visit [gassaferegister.co.uk](https://www.gassaferegister.co.uk).



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Gas leaks

If you smell gas in your home, call the free 24-hour national gas emergency number **0800 111 999**, whether the smell is inside or outside your property.

You will be asked a series of questions designed to build a picture of the reported gas escape or gas emergency. From these details, the operator can identify the right gas safety advice for you, such as:

Don't:

- > Use matches or any other naked flame
- > Touch electrical switches including lights and doorbells.

Do:

- > Put out cigarettes
- > Open all doors and windows and keep them open until the leak has been dealt with.
- > Check if a gas tap has been left on by accident or if a pilot light has gone out.
- > Turn the gas off at the meter unless the meter is located in the cellar/basement.

An engineer will be sent to make the property safe. National Grid aims to attend all uncontrolled escapes within one hour and all controlled escapes within two hours.

If gas is lost for a long period, National Grid will keep us and all residents up-to-date on when they can safely restore supplies, alternative heating and cooking provisions etc.

If gas is lost for a prolonged period over a wide area, being prepared can make a difficult situation easier.

- > If you have a pre-pay meter, check that you still have credit.
- > To conserve existing heat in your home, use just one or two adjacent rooms. Keep these areas isolated by closing doors and/or hanging blankets over doorways. The kitchen and an adjoining room are usually good choices.
- > If the authorities inform you that you could be without power for several days, your best option may be to stay with an emergency friend (explained later in this section).



Flooding and burst pipes

There are a number of things you can do in advance to prepare for flooding and to minimise the effects

- > Check if your property is at risk of flooding. To assess your risk and to find information on flood protection products visit: [environment-agency.gov.uk](https://www.environment-agency.gov.uk)
- > If your property is at risk sign up to the Environment Agency's flood warning service, via their website
- > Monitor weather forecasts, especially when heavy rain is expected. The Met Office can provide this information as well as extreme rainfall alerts
- > If a flood is likely, put plugs in sinks and baths and weigh them down
- > Check your contents insurance policy to confirm you are covered for flooding and that you haven't underestimated the value of your home contents.
- > Know how to turn off your gas, electricity and water supplies. If you have any doubts you should ask your supplier for advice.
- > Think about what you will do with pets, cars, furniture, electrical equipment and garden furniture should you be flooded.
- > If you have been flooded before consider investing in flood protection equipment.
- > If safe to do so, turn off gas, electricity and water supplies when flood water is about to enter your home.
- > Never touch sources of electricity when standing in flood water.
- > Never drive through flood water. 80% of flood deaths occur in vehicles.
- > If your home has been flooded, you are advised to move your family and pets upstairs.
- > If there is raw sewage in your property do not enter your property at all and contact the Environment Agency for advice.



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If you have a burst pipe

- > Turn off the main stopcock
- > Turn on the taps until the water stops running
- > Flush the toilet
- > Turn off the electricity at the mains
- > Call a competent plumber.

What to do when you have a leak from another property

If you experience a leak from another property in the building, then you should contact us. See [Useful contacts](#). We will investigate the incident and take the appropriate action to stop the leak.

If the leak is coming from a tenanted property, we will arrange for a repair to be carried out. If the leak is coming from another leaseholder's property, then we will contact the other leaseholder for them to carry out the necessary repairs.

If any damage is caused to your property, then you should be able to make a claim.

See the [Buildings insurance](#) section to find out what is covered.

Loss of water supply

If your property loses its water supply, it is advised that you check with your neighbours first to see if they have encountered the same problem. If it is just your property you should contact your supplier.

Thames Water 24-hour emergency number is [0800 316 9800](tel:08003169800).

If the whole block or estate has lost water supply your water supplier has a duty to provide you with alternative water sources.

This could be bottled water, standpipes or water tankers. If you are unable to go out to collect water, make sure you have an emergency friend that can collect water for you.

It's always a good idea to keep some bottled water in your property for emergencies.



Secondary means of escape

Some properties have what is called a Secondary Means of Escape (SME).

An SME can either be an internal staircase which leads from a bedroom landing to a door which leads to the communal corridor on the floor above. It might be a door which leads from your balcony, the communal staircase or even allows you to access your neighbours' balconies until you reach a main corridor or staircase.

Some flats have a door which leads to an internal staircase which they share with their neighbour's flat.

As these SMEs are provided to enable you and your household to escape in an emergency such as a fire in your property, these areas must never be used for storage or obstructed.

If your balcony forms part of an SME and forms part of an escape route for your neighbours, you must not block it or obstruct it in any way.

Where we find an SME being used for storage we will request for it to be cleared within 48 hours. If you do not, we will clear the area and you may be charged for this work.

We will contact all residents with an SME on an annual basis to arrange an appointment to inspect the SME and ensure it is unobstructed. If you have a shared SME and your neighbour is using it for storage or has blocked it, please inform us (see [Useful contacts](#)) in confidence.

We do not permit residents to install additional security locks or bolts to doors leading from the SME to the communal area. Where we identify such installations, we will remove them and the resident will be charged for the removal and any associated making good of damage caused to the door.

Asbestos

Although asbestos is a hazardous material, it only poses a risk to health if the asbestos fibres become airborne. These fibres can be breathed deep into the lungs causing possible damage.

Asbestos containing materials pose little risk unless they are disturbed in some way that allows the fibres to be released into the atmosphere.



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Our asbestos management procedure and corporate asbestos policy outlines how we effectively manage, eliminate or control the risks to residents, staff, contractors and any other persons, likely to be affected by the presence of asbestos or any other potentially hazardous material in our blocks.

Asbestos containing materials are only dangerous if damaged or disturbed. If you have them in your home you must make sure you do not disturb them in any way.

Alterations to your property

If you are **improving your property** you need to submit an alterations application.

As part of this process, you are required to pay a fee of £150.00 for our asbestos contractor to carry out an asbestos survey within your property.

You will need to arrange for the removal or the treatment of asbestos if the survey confirms that it is present and likely to be disturbed during your improvement work. You will have the option of using our contractor to carry out the remedial work or you can appoint your own contractor, as long as they are licensed to carry out these works.

We will only approve proposed improvement work to your property when it has been confirmed that asbestos is not present or that it will not affect the works.

Don't:

- > Carry out DIY or decoration work to any panels without contacting us first
- > Disturb it by banging nails into it
- > Cut or break it
- > Drill it with either hand or power tools
- > Sand it by either hand or power tools
- > Scrape it or use a steam stripper
- > Attempt to remove it.

Please contact us if

- > You need further help or guidance before starting any work
- > Any asbestos containing material is damaged by some works that you want to do
- > Want more information on asbestos containing materials.



Storage

Storage in communal areas

We understand that in some of our properties storage options are limited, however we cannot allow residents to store personal belongings or refuse in communal areas.

Where we identify stored items, we will ask you to remove them within 48 hours. If you do not, we will remove the items and place them in storage for one month.

You will be required to pay a small fee to cover the cost of storage to get your items back.

If after one month you haven't collected your items, they become our property and we will dispose of them.

This policy also applies to items you are not permitted to store in your home, garage and storage cupboard (where applicable).

Emergency planning

Being safe in your home

Accidents can and do happen in the home. Taking simple precautions can help you avoid potentially dangerous situations and make it safer for you, your family, your visitors, and other residents.

Emergency first steps

If you find yourself in an emergency, there are a few key things that you should always do:

- > If people are injured or in danger, contact the emergency services by dialling 999
- > Always follow the advice of the emergency services
- > Try to remain calm and reassure others
- > If you are involved in an accident or you are injured check yourself for injuries and help yourself before helping others
- > Keep up-to-date with the news in your area, tune in to local radio and television stations.

Helping vulnerable neighbours

In many emergencies some members of the community may be more vulnerable than others, for example the elderly and the very young.

Whilst you should always ensure you and your family are safe first, helping your friends and neighbours is also important and can save lives.

Consider making a list of vulnerable neighbours who may need help. Just checking that someone is well or collecting some shopping for them may make a world of difference.



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Having an emergency friend

One of the easiest ways of preparing for emergencies is to identify an emergency friend.

Emergency friends should be people who you trust that can help you (or you can help each other) if one of your homes or members of your family, has been affected by an emergency.

Examples of how you can help each other are listed below:

- > Swap house keys. You never know when you might lock yourself out.
- > Provide each other with a place to stay if you have been evacuated from your home or if it's been affected by a flood, fire or utility failure.
- > Arrange to look after each other's' children or to pick them up from school if you have an emergency at work or in the family.
- > If you are ill your doctor might ask you to send someone to collect your medication for you.
- > Take copies of your most important documents or pictures and keep them safe for each other.

Try and choose one friend who lives nearby and a second one who lives further away.

Make sure all your family know who your emergency friends are and make a note of them.

Pest control

If you have a problem with a pest you should contact our pest control service on 0800 358 0514 to make an appointment. They can treat most pests including bedbugs and mice. Sometimes a treatment requires several visits and for this to be successful it is important that where access is required appointments are kept.





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Security

We want you to feel safe on our estates and we carry out regular security improvements. Please report any faulty or broken lights in your area or tell us if you have any other suggestions.

Remember we do not allow residents to install security gates and grilles outside their homes, which prevent access in an emergency.

Security incidents

If a security incident occurs, always follow the advice of the emergency services unless you have been told not to. In most cases you should:

- > Go inside a building and stay inside until you are advised to do otherwise, tune in to a local radio or TV station for more information.

Chemical, biological or radiological incident

The Fire and Rescue Service is equipped to decontaminate large numbers of people quickly. This involves showering them and then dressing them in temporary clothing. It is important that this takes place where the incident happened so that other areas, including homes, are not contaminated.

- > Move away from the immediate source of danger
- > Wait for the emergency services to arrive and examine you
- > Remember, if you go home unchecked you could contaminate others.



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Improving your property

Permission

Can I make alterations and improvements to my property?

Before carrying out alterations or improvements to your property, you will need our written permission. If permission is not granted, then we will let you know the reasons why.

Below are some examples of what alterations and improvements require permission, before work can be carried out.

- > Works affecting the structure of the building
- > Works affecting any services to the property, for example electrics, gas, drainage, water
- > Installation of central heating/replacement of boiler
- > Any change to the internal layout of your property
- > Erection of a conservatory
- > Rewiring
- > New kitchens and bathrooms
- > Changing your flat entrance (fire) door(s) or changing or removing any internal doors.

Why do I need to apply for permission?

It is a condition of your lease that you inform us of any alterations or improvements. Failure to do so could result in legal action being taken against you. Not only would you have to pay our legal costs, but also the costs to restore your property to its original condition.

Can I extend my property?

Wherever possible, we are keen to give you the opportunity to extend your property by buying an additional area adjoining it. Such areas include:

- > Attic spaces
- > Disused communal areas such as laundry/utility rooms
- > Store cupboards
- > Vaults.



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Applying for permission

In order to apply for permission you will need to obtain and complete an application pack. Contact us to get a copy sent to you or to download it visit our [websitewestminster.gov.uk/form/apply-leaseholder-alterations](https://www.cityofwestminster.gov.uk/form/apply-leaseholder-alterations). Information about how your application will be processed and our fees are included in the pack. It must be noted that fees vary on a case by case basis and we can only give you an estimate of the total cost.

Once we have considered your application we will then advise you on whether you need to get planning permission or approval from regulatory bodies such as Gas Safe Register (for gas) or NICEIC (for electrical). In some circumstances, other residents in the block or building may need to be consulted about your proposals.

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Conditions for extending your property

Extending your property into an attic or adjoining shed can provide useful extra accommodation. However, to protect your interests and those of other residents, a few rules apply:

- > You must obtain our written permission before you can incorporate any communal area into your property. It will also be necessary, as part of the process, for you to buy the area in question.
- > It will normally be necessary for us to consult the other residents in your building, and any other residents that will be affected by your proposals.
- > After seeking views from your neighbours, the decision as to whether the sale can proceed will be left to the professional opinion of your local area manager. It is important that you wait for this permission before you proceed. If you go ahead before receiving permission, you risk legal proceedings (through committing trespass) and substantial costs to yourself.
- > When you apply for permission you will need to pay our costs of processing your application before approval can be given. We will give you our estimate of these costs, information about how the application will be processed and details of any conditions that will apply to the approval.

- > After agreeing to meet the costs and acceptance of any conditions, we will get a valuation of the area. If you accept the offer, we can then sell the area to you.

If it is not possible to approve your application, you will be advised of the reasons why. If you are not happy with the decision then this matter can be pursued through our complaints procedure online at westminster.gov.uk/complaints.





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When you can sell your property

You can sell your property at any time. If you bought your property with a discount through one of our home ownership schemes, you will have to pay back some or all of the discount we gave you when you purchased your property.

From 18 January 2005 Right to Buy applications are subject to a five-year discount repayment period. This means that if you sell your property within five years of buying it, you must pay back a percentage of the discount. This will be a percentage of the amount you are selling the property for (minus the value of any improvements you made since exercising your right to buy).

In addition to this, if you sell your property within the first 10 years you must give us, the right of first refusal on the property. If you agree to sell your property to a private company by a post-dated agreement, in order to avoid discount repayment, you will be liable to repay the discount from the date of the agreement.

There are four exceptions to the repayment of discount:

- > The property is transferred to you by your partner in marriage or as part of a divorce settlement, or to a member of your family who has lived with you for 12 months before the transfer.
- > You inherit the property.
- > The property is transferred under a court order.
- > The property is compulsorily purchased.

Duration	0-12 Months	12-24 Months	24-36 Months	36-48 Months	48-60 Months
Percentage to be paid back to Westminster City Council	100%	80%	60%	40%	20%

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How to sell

Once you decide to sell you have two options, whether you have obtained a discount or not. You can either:

- Arrange a sale through an estate agent. They will advertise your property and arrange for prospective buyers to view it. Estate agents charge a commission fee, based on either the actual sale price, or a lump sum paid in advance.
- Arrange the sale yourself by advertising in newspapers or using your own 'for sale' board. If you choose to sell this way, then please take great care of your personal security when potential buyers are viewing the property.

If you, or an estate agent wishes to put a 'for sale' board outside your property, you must ask for our permission first. The board must not measure more than 0.5 square metres or a total area of 0.6 square metres for two joined boards. No advertisement board is allowed to extend more than one metre from the wall of a building. Only one board may be displayed and must be removed no later than 14 days after you have completed the sale.

Who should I tell when I sell?

Your solicitor must notify us when you have accepted an offer so that we can advise them on what you owe us for day-to-day service charges, major works, building insurance and ground rent.

Once you have a firm completion date you should contact the local gas and electricity companies so they can read your meter. You should also inform the council tax department, telephone company and Thames Water so that you will not be responsible for any payment from your completion date.

You should tell us the name of your buyer and the date of the sale, together with your forwarding address. If you rent a garage, parking space or storage area, you must give one weeks' notice that you are leaving, or pay one weeks rent instead of notice, and hand in the keys to the housing team on the day of completion. If you rent an additional space or area this must not be included in your sale. Do not hand over the keys for any additional space or area to your buyer as the housing team has a waiting list and your buyer will need to join it.

Outstanding major works bills

There may be charges for major works that are in progress or have been completed and for which you have not received a final account. Your buyer will not want to take responsibility for these bills and you will need to either pay the outstanding charges or agree an amount to be deducted from the purchase price against these future bills. This amount is held by your solicitors and is known as a "retention".

We will aim to provide an estimate of your final liability after deducting any payments you may have already made towards the cost. This estimate will be used by your solicitors to negotiate the amount of the retention.



Information for your solicitor

We make a charge for supplying information on your accounts that you need when you sell. The charge is £200 (as of March 2020) and is not subject to VAT. We provide the information to your solicitor, not to your buyer or their solicitor. The charge covers the cost of correspondence and supplying the following:

- > Copies of service charge accounts for the property for the past three years
- > The most recent estimated service charge account for the property
- > Details of any outstanding major works liability
- > A schedule of future planned works for the block or estate
- > A copy extract from the council's insurance policy.

The charge does not cover information supplied by any other council department such as local land searches, bulk photocopying, copies of the lease, contract specifications, planning permission or any fee payable for the registration of notices or deeds.

Information will not be sent out until either the payment of the fee. Cheques should be made payable to City of Westminster and sent for the attention of the Leasehold Operations team (see [Useful contacts](#)).

If you live in a property which is managed by a Tenant Management Organisation (TMO), the TMO may make a separate charge to provide details of their accounts and status.

Registering the assignment

The new leaseholder or their solicitor must register their interest in the property and that of their mortgage provider within 21 days of the purchase. There is a fee of £50 for registering the assignment and a further £50 for registering a mortgage. Cheques should be made payable to the City of Westminster and sent for the attention of the Leasehold Operations team (see [Useful contacts](#)). Please ensure that you pass on this information to your buyer.



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How to buy the freehold

To buy the freehold of your building (also known as collective enfranchisement) your building must pass certain criteria.

If you do decide to purchase the freehold of your building, we recommend seeking professional advice first.

Eligibility

To qualify:

- > The building must be self-contained, and comprise of at least two flats.
- > At least two-thirds of the flats in the building must be sold.
- > At least half the number of flats in the building must take part in the purchase.
- > Where there are only two flats in the building, both lessees must take part in the purchase.
- > No more than 25% of the building can be for non-residential use (for example, shops).
- > If a lessee owns more than two flats in the building, they cannot take part in the purchase.

Potential advantages

These include:

- > The ability to organise works to the building yourselves.
- > The ability to extend your own leases at a low cost.
- > The possibility of reducing your service charges.
- > An increase in the saleability, and potentially the value, of your property.



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Responsibilities

Your responsibilities would include:

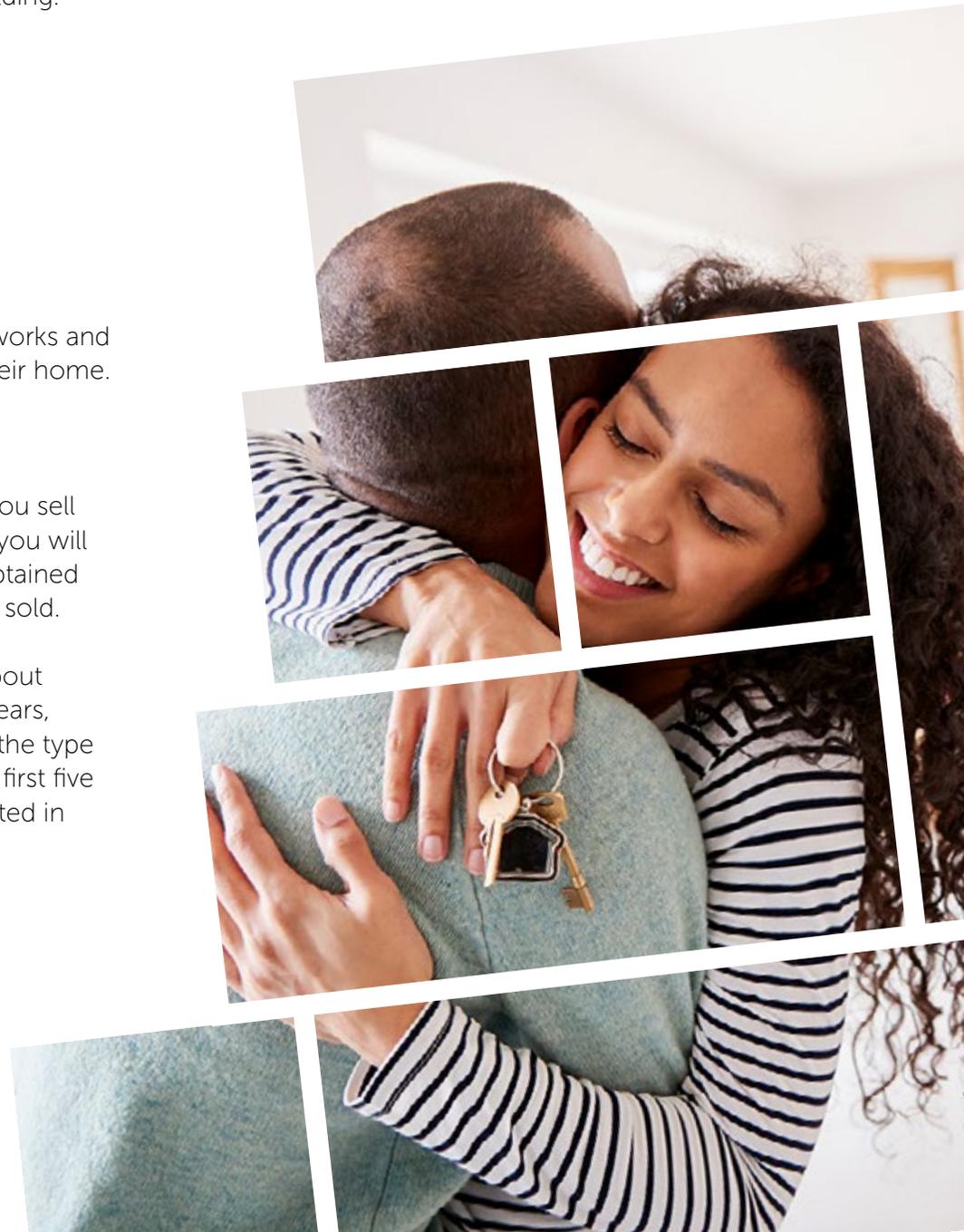
- > Managing the day-to-day running of the building.
- > Organising general maintenance.
- > Arranging for major works to be carried out.
- > Collecting service charges.
- > Insuring the building.
- > Providing us with information about future works and service charges, if a tenant applies to buy their home.

Lessees who bought their homes under the Right to Buy scheme

It is a condition of Right to Buy purchases that if you sell your property within the first five years of buying, you will need to repay some, or all, of the discount you obtained from us. This will still be the case if the freehold is sold.

When you bought, you were given information about works that we intended to do over the next few years, and the likely cost of these works. Depending on the type of work we undertake to your property within the first five years of purchasing your property we may be limited in what we can recharge to you.

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Shared ownership/flexible ownership leaseholders

If you are a shared ownership leaseholder who owns 100% of your property:

- > You are included when calculating the percentage of flats owned in the building
- > You can take part in the purchase of the freehold.

If you own less than 100% of your property:

- > You are not included when calculating the percentage of flats owned in the building
- > You cannot take part in the purchase of the freehold
- > We will take a 999-year leaseback on your flat
- > You will be responsible for the shared ownership lessees' costs.

Outstanding payments

Any outstanding ground rent, service charges, major works costs, or any other money owed to us by any leaseholder (not just purchasing lessees) must be paid on completion.

New tenants

If a tenant moves, we will sub-let the flat to another tenant and they will be responsible for choosing the tenant.

Leasebacks

If you buy the freehold, you will not become the tenants' landlord. The council will take a 999-year leaseback on any tenanted flats in the building. The leases will be similar to your own.

Service charges on a leaseback flat

For each leaseback flat, you can charge us a percentage of the reasonable day-to-day running costs of the building. We will let you know the percentage for each flat.

You cannot charge us ground rent.

You should send us an estimated service charge bill in March and September each year, to cover the next six months. At the end of each financial year, you must produce a statement of actual expenditure.

We have the right to inspect accounts, receipts and supporting documents.

You must consult with us (and every lessee) before you let long-term contracts such as managing agents, cleaning and insurance. If you do not follow the correct consultation procedure, you will not be able to reclaim your full costs. The Leasehold Advisory Service (LEASE) can be contacted on lease-advice.org or by calling 020 7383 9800 (see [Useful contacts](#)).



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Major works and leaseback properties

For each leaseback flat, you can charge us a percentage of major works costs. We will let you know the percentage for each property.

You must consult with us (and every lessee) before you carry out major works. You cannot start works before you have followed the consultation procedure. If you do not follow the correct procedure, you will not be able to reclaim your full costs.

Tenants who apply to buy their homes once the freehold is sold

If a tenant applies to buy, you will have to provide us with information to include in their offer of sale. For example, what works you intend to carry out over the next six years, and yearly service charges.

The process may vary, but is generally comprised of the following steps:

Initial Notice:

Your solicitor serves an initial notice on the council. The notice includes the price you propose to pay for the freehold and gives a date, at least two months later, by which we must reply.

Eligibility:

We check whether the building and the lessees qualify.

Valuation/counter notice:

If the property seems to qualify, we arrange for the freehold to be valued and send you a counter notice. We may agree with your terms or propose others. For example, we may not agree to the proposed purchase price.

Agreement:

Once terms have been agreed, contracts should be exchanged within two months. You pay a deposit and a completion date is set.



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The valuation

The valuation is made up of:

- › The freeholder's interest. This includes compensation for loss of ground rent and the fact that the properties will not revert back to the council when the leases expire.

Marriage value

- › Marriage value is the potential increase in the value of your flat when you have bought the freehold. You do not pay marriage value if you have more than 80 years left on your lease.
- › The value of other elements, for example, garages.

Hope/development value

This is an amount to compensate us for any loss as a result of selling the freehold, for example, an extra room could be created in an attic.

You will have to pay our costs for dealing with your application, whether the sale completes or not. Our costs will include our valuer's and our solicitor's fees.

Your costs

As well as paying the purchase price and our costs, your own costs may include surveyor's fees, legal fees, land registry fees, stamp duty land tax, the costs of any non-purchasing lessees and the cost of setting up a company.

Survey

We recommend that you have a survey done so that you are aware of the building's condition and any works that may be needed, before you buy the freehold.

There may be asbestos in the common parts of the building. If you would like us to arrange for an asbestos survey to be carried out, please contact us (see [Useful contacts](#)).

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Right To Enfranchise (RTE) companies

The government intends that in future, leaseholders will set up an RTE company to buy the freehold of their building.

The RTE company will serve a notice on all the leaseholders in the building who haven't already joined the company, inviting them to take part in the freehold purchase.

Until this comes into force, you will need to set up a management company to buy the freehold as your 'nominee purchaser'.

Management companies

Each purchasing flat owns a share in the company and has one vote. The company must allow for new shares to be allocated or assigned to new owners and allow for the recovery of expenses which are not covered by leases.

Your solicitor can help you with setting up the company. There are obligations that come with setting up a company, for example, holding an annual general meeting and producing accounts. You will need to look into this in detail.

The Companies House website has information about setting up and running a company at: companies-house.gov.uk

If you rent a parking space, garage or store shed from us, you will be able to continue to do so but please note the cost will increase as you will no longer be one of our leaseholders.

If you move, you will not be able to pass on the parking space or garage to the new lessee.

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Insurance

You will need to arrange building insurance to start on the day that you exchange contracts.

As it can take some time to arrange, please start looking into suitable insurance as soon as possible. Initially, you should take out a policy for 12 months or less.

If there are any leasebacks, our interest will need to be noted on the policy, and your solicitor will be required to provide proof of your insurance to our solicitor before completion.





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Prior to completion

Once a completion date has been set you must stop paying service charges, as any outstanding charges will be added to the final amount you pay on the day of completion.

This means that you will be required to cancel any standing order arrangements that you may have with your bank or building society.

After completion

The purchasing leaseholders own the freehold and take the responsibilities that we had as landlord and freeholder before the sale took place. Each property (where the lessees took part in the purchase) owns an equal share in the freehold.

If we have taken any leasebacks, they become your lessee. If any leaseholders did not take part in the purchase, they become your lessee. All the obligations contained in the leases remain.

If you sell your flat, your share of the freehold passes to the new lessee.

Before you apply

Please speak to all the other leaseholders so that:

- > You can ensure that enough people are committed to buying the freehold
- > Discuss how you might manage the building
- > Agree a means of paying initial costs such as your valuation and solicitor's fees.



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Key lessees' scheme

Our key lessees' scheme is designed to improve communication and lessee involvement with our lessees over the day-to-day service charges. The key lessees provide a sounding board for leaseholder issues as well as helping resolve any service charge issues.

At present we provide a key lessee with details of their block and/or estate costs, including a breakdown of the communal repairs carried out during the year. This enables us to show that the charges are open and transparent. It also enables lessees to get together to discuss them and provide feedback on the annual service charges with one point of contact. If any issues are raised, they can be investigated and resolved before the Statement of Actual Costs is issued at the end of September each year.

If you would like to volunteer for this vital role, you can discuss it with us on the phone or email us for more information. You can also register for this role by completing the form on our website.

Call: 0800 358 3783

Email: housing.enquiries@westminster.gov.uk

Website: westminster.gov.uk/housing/leaseholders/service-charges/get-involved-key-leaseholders

How to rent a shed, parking space or garage

Sheds, parking spaces and garages can be rented from the housing team at weekly rates. Rates will vary by estate and details can be obtained by contacting us (see [Useful contacts](#)). To rent a space or garage for parking, you will need to provide your car ownership and insurance details. You have access to preferential rates. Garages can only be used to park vehicles and may not be used for storage. In areas of high demand, a waiting list may operate. You will not be able to rent a shed, garage or parking space if you are in service charge arrears.

Obtaining replacement key fobs

If you have not been provided with a fob by the outgoing leaseholder, or you need a replacement, fobs can be obtained from us at a cost of £15 each. You will be required to provide proof of identity such as a birth certificate, passport or driving licence, and a separate document as proof of residence, such as a tenancy or lease agreement or utility bill.

You may be issued with up to three fobs per household, unless you have more than a three bed property. You can purchase additional fobs, one fob per additional bedroom and request replacement fobs for your home at a cost of £15 per fob.

When considering each request, we will decide what is reasonable without compromising security and capacity. To request additional fobs please [contact us](#).

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Mixed recycling services

Residents living in Westminster Housing properties can recycle using our mixed recycling service. How the mixed recycling is collected on your estate may vary, but each estate provides facilities for each resident to recycle:

- > Paper and cardboard
- > Food tins and drinks cans
- > Mixed glass bottles and jars
- > Cartons, e.g. tetra paks
- > Plastic bottles, pots, tubs and trays
- > Aerosol cans; they should be empty and not crushed
- > Aluminium foil, washed and squashed

Before putting these items in the mixed recycling, please:

- > Rinse out bottles, jars, tins, cans and remove lids (lids can be put in the mixed recycling).
- > Flatten all cardboard.





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Day to day service charges

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How the mixed recycling is collected does vary. For example, many estates have large, communal mixed recycling bins and residents use blue reusable bags; some estates have access to a kerbside recycling collection using clear plastic recycling bags; and one estate in Westminster has recycling chutes. Please check with your local estate office for further information about how recycling is collected on your estate.

Further information:

- > Your local estate office
- > westminster.gov.uk/recycling (our website contains further information about how to separately recycle textiles, small electrical items and books in special on-street bins)
- > estaterecycling@westminster.gov.uk

Responsibilities as a leaseholder:

If you are subletting your property, please let your tenants know how to use the mixed recycling service (for example, remind them to order a blue reusable bag when they move in from the council) and encourage your tenants to use the mixed recycling facilities.





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Useful contacts

Book a 20 minute telephone appointment

Every Monday, Tuesday, Thursday and Friday you can book between the hours of 9am to 5pm and every Wednesday you can book a 20 minute telephone appointment between the hours of 9am to 8pm with one of our leasehold advisors. westminster.gov.uk/housing/leaseholders/service-charges/book-20-minute-telephone-appointment

Housing Services

In the first instance if you have any queries about your property or lease, contact us on:

Telephone: 0800 358 3783

Email: housing.enquiries@westminster.gov.uk

Website: westminster.gov.uk/housing

In person: by appointment

In writing:

The Leasehold Operations team can be contacted using the details above, or you can write to:

Leasehold Operations, South Area Service Centre, 137 Lupus Street, London, SW1V 3HE

Compliments, comments or complaints

If you have any comments or complaints about our service, please visit westminster.gov.uk/complaints

Pest control

Telephone: 0800 358 0514

Gas leaks

Telephone: 0800 111 999

Thames Water

Telephone: 0800 316 9800

Building insurance

Your building is insured under policy number 3120763 with Protector Insurance. To make a claim please contact Sedgwick International UK, claims administrators on behalf of City of Westminster Council, quoting policy number 3120763.

Telephone: 029 2029 396

Email: RLClaims@uk.sedgwick.com

Post: Sedgwick International UK, Oakleigh House, 14-16 Park Place, Cardiff CF10 3DQ

If the incident date of claim was before 1 April 2023, please contact please contact Questgates Limited, claims administrators on behalf of Avid Insurance Services Ltd, quoting policy number 2022PC000109. Questgates details are listed below:

Telephone: 01204 860 427

Email: tpasolutions@questgates.co.uk

Post: TPA Solutions, Questgates Limited, Benchmark House, Folds Point, Folds Road, Bolton, BL1 2RZ

For out of hours assistance please call the main switchboard, which operates 24/7, on 0121 411 0535. If the incident date of claim was before 1 April 2019, please contact Davies Managed Systems, claims administrators on behalf of Ocaso SA on 0344 856 2032 and quote policy number 346141.

London Fire Brigade

Non-Emergency telephone: 020 8555 1200

Citizens Advice Westminster

Telephone: 0808 278 7834 | Website: westminstercab.org.uk

National Debtline

Telephone: 0808 808 4000 | Website: nationaldebtline.org

