Homeowners' handbook

An essential guide to your lease, home, and neighbourhood

October 2025

Ealing Council

Ealing
www.ealing.gov.uk

Homeowners’ guide

Ealing Council has produced this guide with the intention of providing useful information about your rights and responsibilities as a homeowner and gives practical advice on subjects that may arise.

You should note that this booklet is only a guide. It is not a legal document and does not override your lease. If there is a dispute or disagreement, this will be settled under the terms and conditions of your lease or transfer deed which are the legal contracts between you and the council. In such cases you should consider getting independent advice from your solicitor or your local advice centre.

This guide will be kept up to date, but it is possible that some information may have changed since the most recent version was published. If you need any clarification, please contact homeownership@ealing.gov.uk.

Table of contents


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1. Introduction

There are different ways you can become a council leaseholder:

- buying your property from the council under the Right to Buy scheme
- buying your property on the open market from a previous homeowner
- buying a new build property from Ealing Council

As a council leaseholder, Ealing Council is the landlord of your property, building and/or estate. If you are a freeholder on a council estate, Ealing Council manages the services that are provided to your building or estate.

This guide contains important information that you need to know as a homeowner. It provides information on the services Ealing Council offers and explains the relationships, rules and responsibilities between you and Ealing Council.

The council's leasehold management is not solely dealt with by one team, but various services within housing and the council:

- housing hub – local housing offices that deal with the management of blocks and estates. First point of contact for residents' service issues
- home ownership services – calculation, billing and collection of service charges, major works consultation, invoicing and collection, pre-sale enquiries, alterations, and lease variations
- estate services - senior caretakers supervise the standard of cleaning, the caretaking service, rubbish clearance, street cleansing, and grounds maintenance
- repairs – provides a responsive repairs service for any repairs that are required to the communal parts of the building or estate. The service has surveyors that can assess more complicated matters, including a damp and mould specialist to investigate causes
- asset management – monitor the condition of the housing stock, arrange for planned or cyclical works programmes, often referred to as major works
- building safety – responsible for ensuring regulatory compliance and certification for various services such as lifts, fire, gas, water (legionella), electrical safety, and asbestos
- resident engagement – provides support for resident associations, resident meetings, public forums and resident governance
- other support services such as finance, business improvement and legal services

Home Ownership Service Standard

What you can expect from us

To receive a home ownership service where we:

- provide professional advice to you about homeownership enquiries, including lease extensions and alterations
- answer your calls promptly and offer you an appointment with a specialist Home Ownership officer if you require this
- solve your issue within 10 working days, or let you know if it will take longer and when you can expect a resolution
- consult with you about repairs, maintenance and improvements to your building and estate costing more than £250 per property
- respond to any comments or observations to consultations within 21 calendar days of receiving them
- consult with you before arranging any services, long term agreements or contracts that will run for longer than one year and where costs exceed £100 per year
- send a section 20 notice as required by law showing estimated costs to tell you that we intend to carry out work or provide a service that leaseholders will have to pay towards
- check if you have any particular needs or vulnerabilities we need to consider before undertaking works, so we and our contractors can make appropriate adjustments
- offer you a range of repayment arrangements for major works depending on your personal circumstances
- send estimated annual service charges to you by March each year and actual service charge statements by the end of September following the close of the previous financial year
- provide information on how to make payments for your annual service charges and include a copy of the Summary of Rights and Obligations
- provide financial inclusion support should you be struggling to pay your service charges and/or major works charges
- encourage you to get involved by providing a range of opportunities for engaging with the council including resident groups, focus groups and via surveys
- keep you updated on all aspects of leasehold matters via:
    - our magazine for leaseholders, which is published twice a year
    - our website
    - leaseholder events

- ask you if there is any vulnerability within your household that you would like us to be aware of and any reasonable adjustments you require to the services we provide

We will know when we are getting it right by:

- learning from what you tell us about our home ownership service by using your feedback from surveys, complaints and compliments to improve this
- working with you to help us design improvements to our services you have told us you want to see

Terms and definitions

Term	Definition
Assignment	When you sell your flat, you 'assign' or pass on the lease and all its conditions to the new owner. This new leaseholder is the 'assignee'
Block	The lease definition of the building your flat is in
Breach	A failure to do something that you are responsible for under your lease
Communal areas/ common parts	Parts of the building or estate that can be used by all residents such as stairs, lifts and communal gardens
Consultation	The process of asking for homeowners' opinions on a subject, especially repairs and maintenance. Where possible we will consult you about any planned works that affect your property
Covenant	A condition in your lease that you are responsible for carrying out or keeping while you own the property
Cyclical maintenance	Work that we do on a planned cyclical program, usually as part of a repeat program
Deed of variation	An agreement made between the landlord and leaseholder to change the terms of the lease
Demised premises	This refers to what you own as defined in the lease. This usually relates to everything within the four walls of the property, including floorboards/plaster to walls and ceiling, but does not usually include the external or structural walls. A garden, garage, or other structure specifically set out in your lease can also be included
Enfranchisement	The process allowing leaseholders to buy the freehold of their block if all the conditions under the lease or the general law are met. This will only apply if Ealing Council is the freeholder
First Tier Tribunal (Property Chamber)	A court empowered to make legally binding decisions about repair responsibilities and service charge disputes between landlords and service charge payers. It is made up of a panel of people with experience of property disputes such as solicitors and surveyors

Term	Definition
Fixtures and fittings	Items in your property that are considered part of the property, such as kitchen units, bathroom suites, light fittings and the central heating system. You are responsible for maintaining these items
Forfeiture	If you breach a term in your lease, the council can apply to the courts for forfeiture. Your lease may be terminated and the council can repossess your property
Freehold	Ownership of the property and the land it is on
Ground rent	Yearly sum paid by the leaseholder to the freeholder as rent for the land that the leasehold property sits on
Improvement works	Works that go further than repairing and maintaining a property
Landlord	The person, company or entity owning the property and/or freehold and is entitled to give a lease or tenancy to a leaseholder or tenant
Lease	Contractual agreement that describes the ownership of a property and sets out the responsibilities and rights between the landlord and the leaseholder
Leasehold	Ownership of a property in a building where leaseholders are responsible for paying service charges and ground rent for a set period

2. Lease or transfer deed information

2.1 Lease or transfer deed information

If you have bought your property, you have bought either a leasehold or freehold interest in your property. Flats and maisonettes are typically sold on leasehold terms. Houses are typically sold freehold. The lease is the contract between the landlord and the leaseholder. This contract identifies the responsibilities of each party. If you own the freehold, the transfer deed between the original buyer and the council may contain restrictions and other provisions affecting the title to your property.

2.2 What does being a freeholder mean

If you have bought a freehold property, you have bought the land the property is on and the structure of the property itself. Unlike a lease which is the right to enjoy premises for a limited period, a freehold title continues indefinitely. The transfer deed is the legal document that identifies the property you own, but it also identifies any restrictions or responsibilities you may have.

On some estates the transfer deed will impose an annual service charge, and this means the following arrangements will typically apply:

The council's responsibilities:

- to maintain the common parts of the estate
- to collect service charges for your share of the cost of repairs, maintenance, and management of your estate

2.3 What does being a leaseholder mean

The Housing Act 1980 introduced the Right to Buy scheme. The scheme allows most council tenants to buy their council home at a discount. Under the scheme, many council flats were sold on long leases, however in more recent years, Ealing Council has also sold flats on new developments and also shared ownership sales. The date you purchased your property will determine the length of your lease. The Right to Buy scheme is now governed by the Housing Act 1985. If you have bought a leasehold property, you have bought the right to live in the property for a set period without paying rent, except for an annual ground rent in most cases. The period is set out in your lease and will typically be between 125 and 130 years unless extended. Unlike purchasing a freehold property, you do not own the structure of the property (for example walls, windows, roof) nor the land on which the property stands. These remain in the council's (landlord's) ownership.

The lease is a legal contract between you ('the leaseholder') and the council ('the landlord') and a very important document. It describes your property, and includes a plan showing your home, the block it is in, the estate where the block is located, and any garden or other amenities included in the sale. When you (or the original buyer) and the council signed the lease, you both agreed to carry out the responsibilities set out in the lease.

It is your responsibility to understand your lease and its conditions. Please make sure that you read your lease carefully and get advice from a solicitor or the Citizens Advice Bureau if there is anything you are unclear about.

Your lease describes the conditions and responsibilities that you have as the leaseholder and those that the council has as the landlord. Some of the most important conditions are set out below:

The council's responsibilities

- to insure the structure of the building but not the contents of your home
- to keep the structure and exterior of the building in good repair
- to maintain and repair all the communal parts of the building and the estate
- with appropriate notice, to enter your home when inspections or repairs are needed
- to collect ground rent and service charges for your share of the cost of the repair, upkeep and management of your building and estate

The leaseholder's responsibilities

- to pay the ground rent, buildings insurance premium and service charges including the cost of major works
- to use your property only as a private home
- to keep the interior of your property in good repair including fixtures and fittings
- to not cause nuisance, annoyance or antisocial behaviour to neighbours or allow children, tenants, visitors or pets to do so
- not to make any structural alterations or extensions without first getting written permission from the council as landlord and appropriate planning and building regulations approval
- to repay some or all of any Right to Buy discount if the property is sold within the repayment period
- if you purchased your home under the Right to Buy scheme and you wish to resell or dispose of it within 10 years, you will have to give Ealing Council the opportunity to repurchase the property before you can market it privately. See section 11.3

- if you are a shared owner, then you must inform Ealing Council of your intention to sell your share of the property before you can market it privately
- with appropriate notice, to allow access to your property for inspections
- allow the council access to your home so that we can carry out any repairs which remain our responsibility under the terms and conditions of the lease. We are required to give you reasonable notice that we need access, but under certain circumstances, the council is allowed to force entry if you deny access
- you must allow other leaseholders within the block access if it is necessary for them to have access in order to carry out repairs to their own property
- to let us know if you are planning to sub-let the property
- to not put up any aerials, satellite dishes or notice boards outside your property without prior written permission

2.4 Your rights as a leaseholder

As well as responsibilities, you have rights under the conditions of the lease. The most important ones are:

- to live in your home without being disturbed by the council in the capacity of landlord. This is on the condition that you pay the charges you are responsible for under the lease and do not break any of the other conditions of your lease
- to use the shared parts of the building and communal parts of the estate such as communal gardens and to enjoy a right of way over the roads of the estate
- the right to be given notice if we need access to your property

2.5 Extending your lease

Leaseholders who have held their lease for at least 2 years have the right to extend their lease adding 90 years to the time left on the existing lease, according to the terms of the Leasehold Reform and Urban Development Act 1993. Your solicitor will have to serve a legal notice on the council requesting the extension. After this the council's legal department will process your case. You will have to pay for the value of the new lease as well as the council's valuation, administrative and legal costs of extending the lease and your own solicitors costs. The terms of the new lease will generally be the same, but ground rent will no longer be demanded - this is called a peppercorn rent.

2.6 Collective enfranchisement – buying the freehold

Leaseholders of flats may have the right to buy the freehold of the building as a group either under legislation known as enfranchisement or under the terms of the lease. This will then allow the group to decide how the building is managed. The whole block must be owned by the council for the freehold to be sold.

Below are the main conditions to qualify under the general law or the lease. You must seek legal advice before you start the process.

To qualify under the legislation:

- there must be 2 or more flats in your building
- at least two-thirds of the properties must have been sold on long leases (over 21 years)
- if there are only 2, both must be leasehold
- no more than 25% of the property is used as non-residential, such as a shop or office
- at least half of the flats must be leasehold and must participate in buying the freehold
- the freehold will be sold at market value

To qualify under the lease:

- all flats in the block must be sold as leasehold
- 75% of all leaseholders must participate in buying the freehold
- the leaseholders must set up a management company
- the council will sell the freehold to the management company for £1

Buying the freehold will lead to legal and administrative costs that all leaseholders participating in the purchase will have to pay.

It's important to find out if your building is on a council estate before you start the process of purchasing the freehold. If the building is on an estate, leaseholders that have bought the freehold may still be required to pay towards the cost of services that are carried out on the estate.

If there are any tenanted flats within the building, the council will be given a long lease for those properties. The leaseholders that have purchased the freehold will be required to maintain the building and provide any services that are required. In turn, the council will be responsible for paying a service charge.

2.7 Breaking the conditions of your lease

If you break a condition of your lease, we can take action against you. As a last resort we can ask the courts to make an order for forfeiture, meaning your lease could be terminated and you could lose your property.

Forfeiture has very serious consequences. You could lose your property and still have to repay your mortgage, or any loan secured against the property. Unlike repossession you would not receive any money for your property, and you would remain liable for all debts.

2.8 Obtaining a copy of your lease or transfer deed

To obtain a copy of your lease, lease plan or transfer deed, you can contact Land Registry direct. Alternatively, we may be able to obtain a copy of your lease or lease plan for you, please email home ownership services or visit our website to request a copy. Please see the 'useful contacts' section at the back of this booklet for more details. An administration fee will be payable for this service. Copies of the lease will only be sent to the leaseholder, or their representative if we have signed authorisation from the leaseholder.

3. Service charges

3.1 What are service charges

The service charge covers your share of the cost of services or works carried out to the communal or structural parts of your block or estate by the council as landlord as set out in the terms and conditions of your lease. The service charge may be based on both actual and estimated costs and may include:

- caretaking and cleaning
- street cleansing
- additional refuse collection
- communal electricity
- repairs and maintenance
- heating and hot water
- lift maintenance
- concierge
- CCTV
- grounds maintenance (gardening)
- tree maintenance
- management and administration
- mechanical and electrical services
- pest control
- graffiti removal
- window cleaning
- building insurance

Service charges are shared between all properties within a block or estate. The council pays the share of council tenants, who contribute through the rent they pay. As landlord, the council is responsible for maintaining the structure of the entire building and communal areas such as halls and stairways. The services you receive, and their costs will vary depending on where you live.

If you are a freeholder but your home is on an estate, you might have to pay service charges for services provided to the common parts of the estate.

3.2 How do we calculate your share of the service charge

The council uses rateable values to ensure that each homeowner pays a fair proportion of the total cost. The rateable value was a benchmark system allocated by the inland revenue to compare properties for the purpose of collecting taxes. It was decided by a number of factors, usually the larger the property the greater the rateable value. Each property has a rateable value. You can find your rateable value on your service charge invoice.

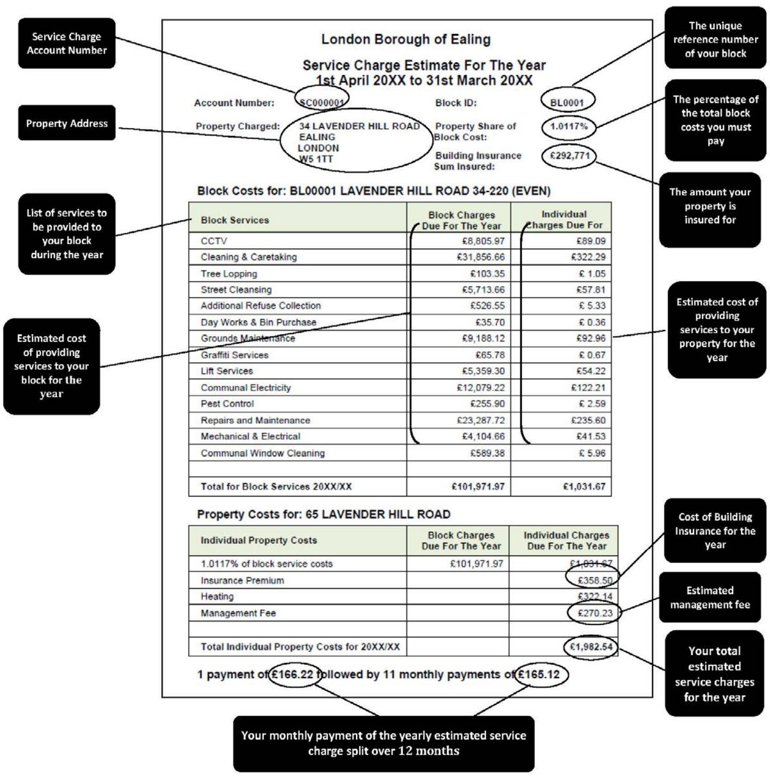
Your block and estate are defined in your lease or transfer deed. Generally, a block is the building your property is in, but some blocks are defined as 2 or 3 separate buildings.

Your property's share of the service charge is calculated by dividing the rateable value of your property by the rateable value of your block or estate. The rateable value of your block or estate is the sum of the rateable values of each property within your block or estate. This identifies the percentage of any block or estate costs that your property is liable for, known as the leaseholder share. This percentage is then multiplied by the total annual cost of services and repairs to your block or estate. The method is shown below:

6 Understanding your service charge estimate summary

The service charge estimate summary (typically found on page 3 of your letter) shows the estimated service charge due for your Block and Individual Property.

An example of an estimate summary is explained in detail below. **This is an example for information purposes only and does not relate to your property.**



London Borough of Ealing

Service Charge Estimate For The Year
1st April 20XX to 31st March 20XX

Account Number: SC000001
Block ID: BL0001
Property Charged: 34 LAVENDER HILL ROAD EALING LONDON W5 1TT
Property Share of Block Cost: 1.0117%
Building Insurance Sum Insured: £292,771

Block Costs for: BL00001 LAVENDER HILL ROAD 34-220 (EVEN)

Block Services	Block Charges Due For The Year	Individual Charges Due For
CCTV	£8,805.97	£89.09
Cleaning & Caretaking	£31,856.66	£322.29
Tree Lopping	£103.35	£ 1.05
Street Cleansing	£5,713.66	£57.81
Additional Refuse Collection	£526.55	£ 5.33
Day Works & Bin Purchase	£35.70	£ 0.36
Grounds Maintenance	£9,188.12	£92.96
Graffiti Services	£65.78	£ 0.67
Lift Services	£5,359.30	£54.22
Communal Electricity	£12,079.22	£122.21
Pest Control	£255.90	£ 2.59
Repairs and Maintenance	£23,287.72	£235.60
Mechanical & Electrical	£4,104.66	£41.53
Communal Window Cleaning	£589.38	£ 5.96
Total for Block Services 20XX/XX	**£101,971.97**	**£1,031.67**

Property Costs for: 65 LAVENDER HILL ROAD

Individual Property Costs	Block Charges Due For The Year	Individual Charges Due For The Year
1.0117% of block service costs	£101,971.97	£1,031.67
Insurance Premium		£358.50
Heating		£322.14
Management Fee		£270.23
Total Individual Property Costs for 20XX/XX		**£1,982.54**

1 payment of £166.22 followed by 11 monthly payments of £165.12

Property rateable value
÷
Block/estate rateable value
×
Block/estate cost
=
cost for your property

Example

Your property has a rateable value of 200.

Your block has a block rateable value of 4,000 (for example 20 flats, each with a rateable value of 200).

As a result, you will be responsible for paying 1/20 or 5% of the cost of the services provided to the whole block. If repairs to the roof in your block cost £9,000, you would pay:

200 ÷ 4,000 × £9,000 = £450 for your property or 5% of the cost.

3.3 Service charge bills

The service charge year runs from 1 April to 31 March. During the service charge year, you will receive a series of correspondence from us informing you of the estimated and actual service charges due, as well as your account status.

We will send you an invoice at the beginning of each financial year informing you of the estimated service charges you will have to pay during the coming financial year. You have the option of paying the full amount in one lump sum in April or spreading the costs over the year in 12 monthly instalments at no extra charge.

The charges will be applied to your service charge account on or around the 15 of each month. The instalment period runs from the first to the last day of the month. If you choose to pay by monthly instalments, you should ensure that your payment reaches us by the 15 day of each month as set out in the lease.

3.4 Estimated service charges

Prior to the start of each financial year, we will send you an estimated service charge bill for your share of service costs. The bill is an estimate because we cannot be certain of the amount that will be spent providing services to your block or estate during the year. For example, the number and type of repairs that may be needed to the building are likely to differ each year.

Estimated service charges are produced based on detailed analysis and assessment of past years costs with an inflation allowance using published indices, anticipated costs and contractual variations. Our aim is to get the estimated costs as near to the actual amounts spent but typically there will be a difference at the end of the year. Final accounts are generally issued by the end of the following September and provide a comparison of the actual costs against the estimated costs.

Major works are not included in the estimate. You are consulted in advance on major works and will receive an invoice when the works are completed.

3.5 Final accounts

In April, we begin to calculate the actual cost of services provided to each block or estate during the previous financial year. We will provide the actualised cost of providing services to your block and estate by the end of September showing how much was spent on your block or estate, how much your share of the cost is and what the difference is between this actual sum and the estimated bill. This difference is known as the ‘final account adjustment’ and is either credited or debited to your service charge account.

3.6 Ground rent

The ground rent is an annual charge that you may pay as a condition of your lease. The charge is made because you do not own the freehold of the land. If your ground rent is due on the 1 April, it will be included in your service charge estimate. Otherwise, you will receive a separate invoice for this in November each year with the ground rent due on 1 Jan. Please note if you pay your service charge by direct debit, your ground rent will automatically be collected with your direct debit payment. If you have extended your lease, or a new lease was granted after 1 July 2022, you will not be required to pay ground rent.

3.7 Management fee

Under the terms of the lease/transfer deed, the landlord is permitted to recharge homeowners for the cost of managing and administering services provided to homeowners.

The management fee is to cover the centralised costs of providing services to home owners, including staff salaries, office costs, materials, and overheads.

3.8 Account statements

Service charge statements are sent out in November each year for the previous financial year, but are also available at any other time on request. Please take the time to check your statement carefully. If you have made a payment that is not shown on the statement you should contact home ownership services immediately, providing proof of the payment. Please note that payments can take up to 5 days to be credited to the service charge account.

3.9 Service charge arrears

Your lease or transfer deed states that you must pay service charges promptly when you receive an invoice. If you fail to pay your service charge demand and your account falls into arrears, you will be breaching the terms and conditions of your agreement. If this happens, the council has the right to apply to the court for a judgement against you or to place a charge against the property. This will result in additional fees, court costs, and interest being incurred/charged. If the debt remains unpaid the council can either seek to repossess your home or apply to the court to forfeit your lease.

If you are having difficulties paying, please contact home ownership services immediately. We can offer payment advice and may be able to discuss payment arrangements that will allow you to spread the arrears over a period of time.

3.10 Financial assistance with service charges

The Department for Work and Pensions (DWP) may be able to help homeowners if you are unemployed or are suffering financial hardship. We can also refer you to one of our financial inclusion officers.

If you receive Universal Credit, Job Seekers Allowance, or Pension Credit, you should inform the DWP of the service charges you are required to pay, as they may be able to increase your allowance. You will need to provide a copy of each bill you receive including your estimated service charge, your final account, and details of any proposed works. You must inform the DWP of any changes to your service charge within four weeks of receipt of the invoice. See contact details for the DWP in ‘useful contacts’ at the back of this booklet.

3.11 Service charge disputes

If you dispute your service charge, you should contact homeownership services straight away. If we cannot resolve the issue to your satisfaction, you should follow the complaints procedure in chapter 14. If you remain dissatisfied after following the complaints procedure, you can make an application to the First Tier Tribunal (Property Chamber) for a determination. Please note that you are not required to follow the complaints procedure before you make an application to the First Tier Tribunal. Please seek independent legal advice about the process.

4. Major works

4.1 Responsibility for major works

These are works where the individual's share of the cost is likely to exceed £250. The council is responsible for the maintenance, repair, and improvement of your building and/or estate and as a homeowner you are responsible for paying your share of these costs. You will be advised of any planned works and their estimated costs before the works begin. Once the works are complete, we will send you an invoice for your proportional share of the costs.

According to your lease, the council is responsible for:

- renewing structural parts of the building such as the roof or windows
- maintaining internal communal areas
- installing new services such as emergency lighting
- carrying out improvements and repairs to your estate
- carrying out external decorations and associated repairs
- replacement of components and installations, such as lifts
- ensuring quality of work and value for money

According to the transfer deed, the council is responsible for carrying out improvements and repairs to the estate.

4.2 Major works consultation

Section 151 of the Commonhold and Leasehold Reform Act 2002, amended Section 20 of the Landlord and Tenant Act 1985 (LTA 1985) by broadening the requirement for consultation between the council, as landlord, and leaseholders.

Under this legislation we must consult affected leaseholders about works where the individual share of the costs is likely to exceed £250 per property. Works which meet this criteria are known as qualifying works. We are also required to consult leaseholders about service contracts which last more than 1 year and where the individual share of the costs is likely to exceed £100 per year. Such contracts are known as qualifying long-term agreements.

The consultation process is set out by law and requires a landlord to send a series of letters known as consultation notices. The number of notices is determined by the type and length of the proposed contract. The Leasehold Advisory Service website provides more information on this process - go to www.lease-advice.org and search for 'section 20'.

If the required consultation is not carried out, then we can only charge each leaseholder a maximum of £250 for major works and £100 per year for service contracts, unless dispensation is obtained from the First-tier Tribunal (Property Chamber).

4.3 Our responsibilities

It is the council's responsibility to maintain the building or estate and provide services as set out in the lease or transfer deed. In order to decide what works are required, we regularly carry out surveys on our housing stock and use this information to prioritise and programme the works on our estates. We will consider the views of all homeowners prior to starting any major works; however, we do not need permission from homeowners for the works to go ahead or for contracts to be agreed.

4.4 Exceptions to consultation

There are exceptions to the consultation requirements. In emergency situations such as a roof leak, or if there is a health and safety risk to persons or if a delay will increase costs unreasonably, we may not be able to follow the full consultation process before starting the works. In such cases we may apply to the First-tier Tribunal (Property Chamber) for a dispensation to release us from the consultation procedure to allow us to charge you the full cost.

There is no requirement for a landlord to consult leaseholders if the cost of works is less than £250 per property or where the individual share of the costs under a long-term agreement is less than £100 per year.

There is also no requirement to consult freeholders. However, we will do our best to notify freeholders of any planned works and their estimated cost before starting.

4.5 The standard of work

We want to ensure all work carried out to your building and estate is of a good standard. It is important that you tell us as soon as possible if you have any problems or complaints about the work. Home ownership services will work with the project manager to investigate your comments and resolve any problems.

During the works you are invited to contact home ownership services if you are unhappy with any aspect of the works. A feedback form will be included with the consultation notice and typically a meeting will be held on site with residents, contractors and project managers once the works are complete. If you are not happy with the standard of work, we will investigate and try to put it right during the defect's liability period. If you fail to tell us within a reasonable period of time, we may not be able to investigate your comments.

4.6 Damage by contractors

All contractors carrying out work for Ealing Council are fully insured against claims where they are at fault. If a contractor damages your property or personal belongings or causes any personal injury to you, any person resident or any person visiting your property, you may be able to make a claim against the contractor.

You should make sure you write down as much information as possible about any incident causing damage, including time, date, place, company and who you spoke to about the matter. It may also help if you take a photo and write down the date and time it was taken. You should contact the appointed resident liaison officer at the time of the incident if you want to make a claim against a contractor.

4.7 Scaffolding and disabled access

If scaffolding is set up around your block, you must inform your contents insurer. Your premium should remain the same, but the outcome of a claim may be affected if you do not tell them. You and your family or any visitors to your home should be extra careful when scaffolding is around your building. For health, safety, and security reasons, you should make sure that no one can gain access to the scaffolding from your property.

If you are disabled, you should contact the works project manager as soon as possible to let them know about your disability so they can make arrangements to ensure your needs and security are dealt with appropriately.

4.8 Guarantees for works carried out

On major contracts there is a limited ‘defects liability period’ that varies from 6 months to a year, depending on the nature of the work. For some specific types of work, such as full roof or window replacements, manufacturers offer warranties against manufacturing defects.

These warranties or guarantees belong to the council. When you sell your property, you may be asked to supply copies of these documents. They can be obtained when you apply for a pre-sale enquiry pack from home ownership services.

4.9 Value for money

To make sure we obtain the best possible value for money for homeowners, all major works contracts are advertised and awarded competitively through the tendering process.

4.10 Long-term maintenance contracts

Ealing Council will consult leaseholders before entering into a long-term agreement that will last more than 12 months, and where the individual share of the cost is more than £100 a year.

Preferred contractors are selected to carry out maintenance work to the council's properties in the borough on long-term contracts. As these works are advertised and chosen competitively at the start of a contract, it means we do not have to seek competitive estimates for every individual job or maintenance work. These long-term contracts are mostly used for maintenance work to residents' homes, communal areas, individual heating systems, and door entry systems.

You remain responsible for contributing to your share of the costs of works carried out to your block or estate.

Procurement regulations state that works or agreements over a certain value are advertised on Find a Tender Service (FTS). In these cases, leaseholders lose the right to nominate contractors, but we will continue to keep you informed and consider all comments received at the consultation stage before we award a contract. It means we do not have to seek competitive estimates for every individual job.

4.11 Major works invoices

We will send you an invoice for the cost of the works once the contract has been completed and we have received final costs from the contractor. You are required to either settle the invoice in full within 30 days or contact home ownership services to agree a repayment plan.

We are aware that leaseholders may want to budget for the cost of major works, and we will try to help you with this by giving you as much notice as possible of any proposed works. You may consider starting a high interest savings plan at the start of the consultation process or as soon as you have an idea of the costs involved. For instance, saving £200 a month would give you £3,600 in 18 months and could go a long way towards paying for works that will be invoiced upon completion.

Major works are service charges and therefore arrears are dealt with following the same procedure as service charge arrears – please see section 3.9.

4.12 Major works repayment options

Leaseholders will have access to a range of payment options. A payment questionnaire will be sent to you with your invoice so that you can choose your preferred method of payment.

The major works repayment options are as follows:

Major works repayment options

2.5% prompt payment discount
This option is available to all leaseholders; however, you must pay your charge in full within 30 days of the invoice date. 2.5% will be deducted from the invoice sum at the point of payment.
12 month interest free repayment period
This option is available to all leaseholders. To qualify, you must apply in writing within 30 days of the invoice date, and payment must be made in 12 equal instalments.
Extended interest-free repayment period
18 month period: This option is only available to owner-occupiers. Your invoice must range from £4,201-£6,300 and payment must be made in 18 equal instalments. 24 month period: This option is only available to owner-occupiers. Your invoice must range from £6,301-£8,400 and payment must be made in 24 equal instalments. 30 month period: This option is only available to owner-occupiers. Your invoice must range from £8,401-£10,500 and payment must be made in 30 equal instalments. 36 month period: This option is only available to owner-occupiers. Your invoice must be more than £10,501 and payment must be made in 36 equal instalments.
Statutory loan
Leaseholders who purchased via the Right to Buy scheme have the right to apply for a service charge loan from the council where the total service charge bill exceeds £2,990 in any one year during the first 10 years of the lease. To qualify, you must apply for the loan within 6 weeks of receiving the invoice, meet the first £2,240 of the charge and the loan must be for over £750. If you are not eligible for a statutory loan, you can apply for the discretionary equivalent. This will allow you to pay for major works over a longer period of time. If you can repay the loan within 12 months, you will not be charged interest. If the loan is for a longer period, the council will charge you interest on the loan and an arrangement fee for setting up the loan. A loan from a bank or building society may be available at a better rate.
Discretionary loan
This loan is offered on the same terms as the statutory loan although some of the qualifying criteria can be relaxed on application. Applications are assessed on an individual basis.

2.5% prompt payment discount
Registered charge (voluntary charge and voluntary charge +)
If you are unable to use any of the other options to settle your charge and can evidence that you are unable to secure a loan from at least two reputable providers, you can apply for a voluntary charge. This non-repayment option is interest bearing and places the charge against your home until the property is sold or reassigned. You must be an owner-occupier and have sufficient equity in your property. The voluntary charge plus operates on the same lines as the standard voluntary charge although you are required to repay the interest on a rolling basis.
Flexible option
This option is only available to owner-occupiers. This option offers applicants the opportunity to combine two repayment methods.
Improvement loan
You may be able to get a loan from your mortgage lender to pay for improving your home. The amount of the loan is then added to your mortgage. As mortgage rates are usually lower than loan rates this could mean lower monthly repayments than a personal loan. To determine if you qualify, you should contact your lender before the works start and provide them with a copy of the section 20 notice received.

4.13 Major works disputes

You should continue to pay your service charge even if you dispute it. If you do not agree with the charges or want to challenge the cost of works carried out, you should contact home ownership services immediately. If they cannot resolve the problem to your satisfaction, you should follow the complaints procedure in chapter 14. If the complaints procedure does not resolve the issue to your satisfaction, you can apply to the (Property Chamber) (FTT) which will make a decision. Please be aware that the FTT charge an application and a hearing fee, and if you have legal representation, you will also need to pay for their fees. More information about applications to the FTT is set out in chapter 14.

5. Service charge and major works payment methods

There are a number of ways to pay your service charge and major works charges:

5.1 Direct debit

Direct debit is the most efficient and cost-effective way to pay your monthly service charge. Payments are made automatically from your bank or building society account. If there is any change to your monthly service charge payments, we will normally notify you 5 working days in advance of your account being debited. You will therefore not have to change any details yourself, making it a more convenient way to pay your service charge. For major works, paying by direct debit allows you to make payments directly from your bank for a specified period of time. Contact home ownership services, to set up a direct debit.

5.2 Standing order

Paying your service charges or major works by standing order allows you to make payments directly from your bank. Please note that the standing orders in respect of service charges will need to be amended by you in April each year to reflect any changes in your service charges. Please contact us to request a standing order form. The completed standing order form should be sent directly to your bank or building society, or set up via your online banking.

5.3 Telephone payments

Call to make payments 24-hours-a-day, 7 days a week. Please have your service charge account number and debit/credit card details ready.

5.4 Pay online:

If you have a debit or credit card, you can pay your service charges online with our secure payments service via our website using 'My Account' or the 'Do it online' function.

5.5 Internet or telephone banking

Contact your bank or access your account via the internet and arrange to make a payment to us. You will need the following details:

Lloyds Bank Plc
Account number: 02390175
Sort code: 30-00-00
Reference number: (your service charge account number)

PLEASE NOTE: If you are paying for major works, please include the major works sub account code after your service charge account number e.g. SC007777CW01

6. Block services

6.1 Caretaking and cleaning

The council is responsible for the upkeep and maintenance of communal areas such as entrances, halls, and staircases. Most caretaking and cleaning take place from Monday to Friday to avoid inconvenience to residents at weekends. The service is managed by estate services. Any issues concerning the caretaking and cleaning of blocks should be reported to estates services. Converted houses with small shared lobbies, do not typically receive a caretaking and cleaning service.

The caretaking team will ensure:

- all internal communal areas are cleaned weekly
- lifts are inspected on a daily basis
- health and safety checks are carried out in your block on a daily basis
- bulk refuse is removed within five days of it being reported
- deep cleaning is undertaken where necessary
- jet washing is carried out where necessary
- bin and chute areas are jet washed as required

The caretaker will endeavour to report any communal defects and problems to the repairs team. If you notice anything in the communal areas that needs to be repaired, you should report it to the repairs team. As a homeowner, you are responsible for all repairs within your property.

6.2 Repairs and maintenance

If you are a leaseholder, the responsibility for repairs and maintenance to different parts of your property and block will vary. The following schedule shows the most common repair and maintenance items and the repair responsibilities. If your property needs a repair, you should check this guide or your lease to see who is responsible for carrying it out before you contact the repairs service. Generally, repairs inside your property are your responsibility whilst repairs to the building structure or the communal areas are the responsibility of the council.

If you are a freeholder, the council will only carry out repairs to your estate or the district heating system. All other areas are your responsibility. If we have to carry out a repair that is your responsibility, we will recharge you for the cost plus an administration fee.

Reporting repairs

Repairs should be reported to the council's repairs team. You may only use the repairs service to request a communal repair for which the council as landlord is responsible. If works are carried out that are not the council's responsibility, you will be charged the full cost of such work plus an administration charge. This includes misuse of the emergency repair service for non-emergency work. See the next page for a summary of repair responsibilities.

Repairs and maintenance - summary of responsibilities

Repair type	Responsibility
Doors	
Flat entrance or rear door and frame (buildings built pre-2016)	Leaseholder
Flat entrance or rear door and frame (buildings built post 2016)	Council
Door handles (in all cases)	Leaseholder
Door locks (in all cases)	Leaseholder
Lost keys	Leaseholder
Additional security	Leaseholder
Internal doors in flat	Leaseholder
Patio doors (buildings built pre-2016)	Leaseholder
Patio doors (buildings built post 2016)	Council
Shed doors	Leaseholder
Balcony doors	Council
Doors in communal areas	Council
Heating	
Communal boiler (* Note 2)	Council
Radiators and pipes connected to district heating system	Council
Individual heating system and pipes	Leaseholder
Room heaters	Leaseholder
Plumbing	
Pipes exclusively serving the flat (running in flat and communal areas) (* Note 1)	Leaseholder
Communal pipes (running through flat and communal areas)	Council
Tap and tap washers	Leaseholder
Stopcocks, ball valves, bath basin, sink, blocked waste pipes	Leaseholder

Repair type	Responsibility
Individual hot/cold water tanks inside flat	Leaseholder
Individual water tank in loft	Leaseholder
Communal water tank in loft	Council
Water leaks from plumbed appliances (* Note 1)	Leaseholder
Gas	
Gas leaks inside flat	Leaseholder
Cookers	Leaseholder
Gas fires	Leaseholder
Gas servicing	Leaseholder
Walls and ceilings	
Structure of party wall	Council
Structure of internal walls	Council
Structure of walls to communal areas	Council
Internal plaster	Leaseholder
Ceilings	Leaseholder
Sweeping chimneys	Leaseholder
Air vents in wall (requires permission)	Leaseholder
Fireplace	Leaseholder
Chimney breasts	Council
Decorations	
Internal decorations	Leaseholder
Decorations to external /communal areas	Council
Sheds	
Brick shed structure (in private gardens)	Leaseholder
Pram sheds (in communal grounds)	Council
Wooden shed structure	Leaseholder
Doors	Leaseholder
Locks on doors	Leaseholder
Communal facilities	
Car parking areas	Council
Communal gardens and lawns	Council

Repair type	Responsibility
Communal laundry and facilities	Council
Communal TV aerial	Council
Internal TV aerial sockets	Leaseholder
Door entry system and handset (* Note 4)	Council
Lifts	Council
Communal paths and gates	Council
Roofs and gutters	
Roofs	Council
Gutters	Council
Rainwater pipe	Council
Soil pipe	Council
Windows	
Communal windows (including all window furniture)	Council
Flat window frames	Council
Flat windows integrated into door frame (buildings built pre-2016)	Leaseholder
Flat windows integrated into door frame (buildings built post 2016)	Council
Flat window hinges	Leaseholder
Flat window handles - UPVC units	Leaseholder
Flat window fixtures and catches	Leaseholder
Flat windowpanes (* Note 1)	Leaseholder
Flat window gaskets / rubber seals	Leaseholder
Additional security / restrictors	Leaseholder
Air vents	Leaseholder
Electrical	
Wiring exclusively serving the flat (running in flat and communal areas) (* Note 1)	Leaseholder
Communal lighting	Council
Wiring in loft space exclusively servicing individual flat	Leaseholder
Immersion heater	Leaseholder
Fuses	Leaseholder
Extractor fans	Leaseholder

Repair type	Responsibility
Pests	
Infestation to individual flat	leaseholder
Infestation to block (* Note 3)	council
Drains	
Blockage to shared drainage pipes	council
Blockage inside flat	leaseholder
Private balconies	
Structural works	council
Balcony doors (see Doors)	council
Floors inside flat	
Floorboards	leaseholder
Skirting boards	leaseholder
Floor tiles	leaseholder
Joists	council
Concrete screed (layer Smoothing floor surface)	leaseholder
Mould, condensation, damp	
Condensation and mould – dealing with cause (* Note 5)	leaseholder
Rising damp – dealing with cause (* Note 5)	council

To report repairs that are the council's responsibility, please call 0800 181 744 or 020 8825 5682. You can also report them via the Ealing Council website, using the 'report a communal repair' form. Alternatively, please see the following options:

*Note 1: In the event of an emergency that needs to be reported as an insurance claim, please call Protector Insurance on 0161 274 8077, email claims@protectorinsurance.co.uk or visit www.protectorinsurance.co.uk.

Claims must be notified as soon as possible, even if the cause of damage has not been resolved. Full details should be provided within 30 days of opening the claim (7 days in respect of riot or malicious damage) including supporting evidence in writing. The police must be notified in the event of theft or malicious damage.

* Note 2: communal heating/hot water - housing repairs - 020 8825 5682
* Note 3: pest control - 020 8825 6644
* Note 4: new fob - neighbourhood housing office
* Note 5: to report issues of damp and mould affecting your property, please email dampandmould@ealing.gov.uk A survey may be carried out to determine the cause.

For gas leaks call Transco on 0800 111 999

6.3 Refuse

The council provides a fortnightly rubbish collection service across the borough, which is met by council tax. Some blocks/estates receive additional collections if there is a need or storage space is limited. Additional collections incur an extra fee, which is included in the service charge.

All household rubbish should be placed in dustbins/recycling bins provided. If your building has a rubbish chute, only use it for small bags of rubbish and avoid using it between 9pm and 7am to prevent noise in your block. Only sealed black bags should be placed into rubbish chutes as other items will block the chute and result in a charge to unblock the chute. Take larger items directly to the bin room or the local recycling depot. Please help us keep your estate clean and do not dump rubbish or drop litter.

6.4 Street cleansing

Estate services manage the street cleansing contract and are responsible for ensuring quality standards are met. The contractors are responsible for:

- street cleansing including weekly litter picking
- weed spraying on hard surfaces such as pathways and car parks twice a year
- the removal of all fly-tips up to 3 cubic metres, or on the scheduled cleaning day if this is sooner
- the removal of 90% of all fly-tips over 10 cubic metres within seven working days
- the removal of emergency fly-tips as soon as possible
- weekly refuse collections to all blocks and twice a week for blocks in larger estates
- inspections of paladin bins, cleaning, repairing, and replacing when necessary

The council offers a specialist bulky items collection service for a small fee if you have a number of items removed that are too big for a normal household waste collection. Collections of domestic fridges or freezers are booked separately.

6.5 Grounds maintenance

The council is responsible for the upkeep of communal gardens and spaces only and has appointed contractors to carry out the following duties:

- cut grass
- cut grass edgings against paths
- cut grass edgings of shrub beds

- ensure shrub beds are maintained free of weeds and debris
- prune shrubs when required

Estate services manage the contract and are responsible for ensuring quality standards are met.

6.6 Tree maintenance

The council is responsible for the maintenance of trees on council owned land and public highways. Trees on private land or gardens are not covered. The council has appointed contractors to carry out the following duties:

- prune trees on a 3 year cycle to maintain healthy tree stocks throughout the borough and to prevent trees from causing a legal nuisance
- inspect ninety per cent of dangerous trees within 24 hours
- carry out 90% of priority inspections within 5 working days
- carry out 90% of routine inspections within 3 to 5 weeks
- estate services manage the contract on housing estates and are responsible for ensuring quality standards are met

6.7 Graffiti

It is our priority where possible to remove racist, sexist, and otherwise offensive graffiti in any form and on any surface, and we encourage residents to report any graffiti (both inside and outside the building) to customer services. We provide a reactive service across the whole borough and aim to remove at least 90% of graffiti by the end of the following working day if reported by 4pm.

The removal of graffiti inside blocks is not included in your council tax and will be recharged proportionately to homeowners in the block.

6.8 Pest control

The pest control team offers an advice service about rats, mice, wasp nests, tropical ants, squirrels, cockroaches, fleas, and bed bugs. If the internal parts of your property are affected, you will be required to arrange and pay for the treatment with a private contractor. If the internal or external communal areas of the block or estate are affected, the council will arrange the treatment and this cost will be included within the service charge. The pest control team will not deal with foxes, pigeons, or bees.

6.9 Heating and hot water

The council is responsible for maintaining district heating systems. If your property is connected to a district heating system and you experience problems, you should contact repairs. If you have an individual heating system within your property, you are responsible for all maintenance issues.

6.10 Lifts

There are lifts in all high-rise blocks and in some of the smaller blocks. Our engineers or a contractor maintain these lifts. Any maintenance issues should be reported to repairs.

6.11 Mechanical and electrical

This refers to the cost of scheduled servicing and/or inspections of mechanical or electrical installations in the common areas of your building. This could include monthly inspections and testing of lifts, annual testing of lightning conductors, bi-annual inspection and annual service of communal boilers, bi-annual inspection of water tanks and annual test of water in the tanks, monthly inspection and annual testing of emergency lighting, automatic opening vents, smoke/fire alarms, etc.

7. Building safety

7.1 Fire safety

Your safety is of the utmost importance to us.

The Regulatory Reform Order (Fire Safety) 2005 was the primary piece of legislation that guided landlords to ensure the safety of residents. Since the Grenfell tragedy, 2 significant pieces of legislation have been introduced:

- the Fire Safety Act 2021, which places an obligation on landlords to check cladding and fire doors in particular
- the Building Safety Act 2022, which introduced a regulatory framework to control how buildings are built (particularly in regard to restricting the use of combustible materials), and created the Building Safety Regulator, which oversees the construction, management and maintenance of high risk buildings (currently defined as above 7 storeys or 18 metres in height), and will issue Building Safety Certificates for qualifying buildings. It also encourages open and transparent dialogue between residents and landlords in matters pertaining to building safety (notably building structure and fire safety)

Through these pieces of legislation, we are required to ensure that the common parts of your building and emergency exits are kept clear at all times. We have a zero-tolerance approach to items left in communal areas and we are doing all we can to minimise any fire risk in your block. Please read this information carefully and do your bit. Minimising risks and keeping your block safe is a joint responsibility. The London Fire Brigade may inspect our buildings for compliance.

The council does not inspect the inside of your property or make any necessary safety adaptations. This means everyone must ensure any fire risks are removed and if you let your property, it is your responsibility to ensure your tenants are aware of this advice too:

- zero tolerance – you must keep all communal areas clear from hazards and obstructions. Never leave refuse sacks, bicycles, children's buggies, plant pots, washing or any other items including door mats and shoes in communal hallways. This is irrespective of whether the items are in the corridor or whether they are tucked away in a corner or under the stairs. Items found in communal areas may be removed and destroyed without warning
- do not wedge open fire doors in the corridors
- keep all exits from your home clear so people can get out easily if there is a fire
- do not store anything on a balcony that could cause a fire to spread

- do not overload electrical sockets and take care when cooking
- take extra care when charging batteries. Lithium batteries (used in e-bikes and e-scooters) are now a leading cause of fires. You can find more information at www.london-fire.gov.uk.
- make sure you stub out cigarettes fully
- take extra care when charging batteries
- never have barbeques on balconies
- do not store gas canisters in the property
- install a smoke detector and carbon monoxide alarm, and test them regularly
- inform us if anyone living at the property may need assistance in an emergency
- carry out annual gas safety checks on boilers and gas appliances

We recommend that all tenants, leaseholders, and sub-tenants have contents insurance.

If there is a fire in your flat

Do not tackle the fire yourself. Close the door to the room where the fire is if you can do this safely. Leave your flat, shutting the front door behind you. Call 999 and do not go back into your flat. Leave the block. Do not use the lifts.

If there is a fire in your block

Call 999. Your action will be dependent on the evacuation strategy of the block. This can be found listed on the evacuation signage in the communal area of the block. Please familiarise yourself with the evacuation strategy and instructions. Further guidance can also be found on the council's website.

If you or your tenant would have difficulty evacuating in the event of an emergency for any reason, please let us know as soon as possible so that we can arrange support.

7.2 Fire doors

Fire doors are built to restrict and delay the path of a fire and will save lives. The communal doors in your block are fire doors. Ealing Council is responsible for the self-closing doors in the corridors and staircases, however, in most cases the terms of your lease state the front door to your individual property is your responsibility.

The Fire Safety Act reinforces the joint responsibility of landlords and leaseholders to ensure that emergency escape routes are protected from smoke and fire. This means that if your flat entrance door opens onto a shared corridor your flat entrance door and frame must be fire rated to a minimum of 30 minutes for the safety of all residents in the building.

As part of its legal obligations under the legislation, the council will carry out periodic fire risk assessments of the common parts in buildings, as well as other checks. If your flat entrance door and frame do not meet current regulations, you will be required to replace them and provide certification as evidence.

Some, but not all, wooden doors are fire resistant, but in nearly all cases new UPVC or plastic doors are not sufficiently fire-resistant.

7.3 Metal security grilles

Some homeowners have installed metal security grilles across their front doors. However, if a fire starts in your block, then the security grille will prevent you leaving the property, and the block, as quickly as you should. This danger would be even greater if the fire were to occur in your own property.

Advice from the London Fire Brigade is to remove any door grille and replace it with another form of security.

Some homeowners have fixed security grilles to a part of the building that remains part of the council's responsibility, not part of their own property.

Attaching grilles to council property is not permitted. Any found will be removed and you will be charged for this.

7.4 Gas safety

If you are a homeowner, the responsibility for gas safety rests with you. You are strongly advised to have all gas appliances, flues and pipework installed, regularly maintained, and serviced at least once every year by a Gas Safe-registered engineer. If you sub-let your property, you are legally obliged to do this every year.

If you are of pensionable age, have a disability, long-term health problems or are blind or visually impaired, you may qualify for financial assistance with the cost of maintaining gas appliances. For more information you should contact your energy supplier.

If you have any concerns regarding the safety arrangements within your building, please email buildingsafety@ealing.gov.uk

7.5 Heaters

The use of paraffin heaters and bottled gas heaters is not allowed in the building or on balconies. It is dangerous to have paraffin, bottled gas, petrol, or any other inflammable substances in flats. They must not be stored in sheds or garages either.

7.6 Electrical safety

As an owner occupier it is recommended that you have your electrical system inspected and tested every 5-10 years by a qualified electrician. If you sub-let your property, you are legally obliged to do this every 5 years.

Electrical safety is all about being aware of the potential dangers around the home, and knowing what to look out for, avoid and change. Make sure your home is safe.

- look out for damaged electrical cables – all power cables and extension leads should be checked regularly and repaired or replaced as required. As a rule of thumb, don't run cables under rugs and furniture, as they can cause a trip hazard, overheat or get crushed and damaged
- don't overload sockets – overloading plug sockets is a common cause of electrical fires. Always make sure the sockets are cool to the touch. Plug one heat-producing appliance into a multi-way socket at a time
- keep electrical devices away from water – water and electricity together is a deadly combination. To follow electrical safety rules, keep all electrical equipment well away from water. There's a high risk of electrocution if you use an electrical appliance with damp hands. Always unplug your kettle before filling it
- keep unused cables tidy and secure – electrical safety doesn't only apply when cables are in use. Make sure they're stored away safely when you're not using them. It's best not to wrap cables around objects (like your hairdryer or laptop plug), as it can stretch them, and cause overheating. Never put an electricity cable on a hot surface, as it can damage the insulation and wiring inside
- unplug all unused appliances – an unplugged appliance is safer than one that's left plugged in. Not only does it save you money – as plugged-in appliances still use power when on standby mode – but it protects them from overheating or power surges. If your sockets are a bit hard to reach, like behind bookcases or sofas, invest in a smart plug or energy-saving extension bar if you can
- allow space for air circulation – electrical equipment needs room for the air to circulate, to keep it cool while it's working. Without this, it can overheat and be a fire hazard. Don't put anything on top of electrical appliances like microwaves, and don't run electrical equipment in cupboards. If you're using a standalone heater, make sure it's at least a foot from the wall
- make sure all exhaust fans are clean – some appliances have exhaust fans. These can get dirty and clogged. Keeping them clean will not only keep them energy-efficient, but it also helps to stop them becoming a fire hazard

- be safe with heaters – it might sound like common sense but keep combustible items away from heaters. Portable heaters shouldn't be used near curtains, and should always be on a level, stable surface
- check the fuse – it's easy to replace a fuse on plugs – but make sure you use the right one for the appliance. Using the wrong fuse can cause a cable to overheat, and means the appliance isn't protected against electrical faults
- avoid counterfeit goods – be wary of items purchased outside or imported into the UK, as these don't always meet national safety standards. Counterfeit electrical goods should always be avoided. Imitation brand hair straighteners are a leading cause of electrical shocks and fires. This goes for batteries and chargers too. Try to only buy the official branded chargers for your laptop or phone, ideally straight from the manufacturer
- energy-saving LED bulbs are less likely to overheat than the old style light bulbs that were previously used. However, it is important to always ensure that the correct wattage of bulbs are used. This can help to prevent electrical problems
- always follow the manufacturer's instructions – possibly the best piece of advice when using any electrical appliance is "read the instructions". Using your devices correctly improves performance and keeps you safe

If any appliance gives you even a slight electric shock, stop using it at once and ask a qualified electrician to check it. Don't try to repair it yourself.

Faulty e-bike and e-scooter chargers are now a leading cause of fires in London.

While lithium batteries are used to safely power millions of devices every day, they can present a significant fire risk when overcharged, tampered with, submerged in water, or damaged in any way. They are particularly susceptible to failure if incorrect chargers are used and there is a significant risk posed by e-scooters which have been converted.

You can find more information at www.london-fire.gov.uk.

8. Other information

8.1 Door entry systems and fob keys

The council has installed door entry systems into many of their buildings to make them more secure by controlling access.

You can help maintain and improve security if you:

- make sure the door is locked behind you
- only allow someone to come in if you are certain they are a genuine visitor
- never leave the entrance door propped open
- try not to let non-residents follow you into the block and try to make sure they press the button for the flat they are visiting
- any misuse of the door entry system should be reported to the local housing hub office

Replacement/additional fob keys should be ordered online via the council's website.

If you do not have access to the web to order online, staff at local housing hub offices can also help you complete your order online.

8.2 Communal drains

Communal drains frequently become blocked due to misuse by residents when substances other than waste or water are flushed down the drain. You can help stop drains and sewers becoming blocked or damaged by disposing of waste properly.

The following items should not be flushed down your sinks or toilets:

- waste food
- paints and solvents
- fats oils and greases
- disposable nappies
- any type of wipes
- sanitary products
- cotton wool
- cotton buds
- fuel

Cooking oil should be placed in a sealed container and disposed of in a black bag. Any resident found to be blocking the drain through misuse will be recharged the cost of unblocking the drain.

8.3 Car parking

Parking is not a right but is allowed as long as any notices or rules set out by the council and lease are followed. Some areas may be designated as car free zones or require a parking permit, you should check your lease and any signage for information.

You can usually park your own vehicle in the parking area on your estate. You may not:

- park larger commercial vehicles or lorries
- change oil or discharge fuel tanks
- do any major car repairs, paint spraying or car breaking
- park untaxed vehicles
- park on footpaths, pavements, or grass verges
- block access for emergency vehicles and bin areas

We may take legal action against a homeowner doing any of the above things.

8.4 Renting a Garage

If you would like to rent an Ealing Council garage, please contact our contractor Secure Parking and Storage on 020 8035 0315 for further information.

8.5 Estate inspections

Housing officers carry out regular inspections and quality checks of blocks and estates with the senior caretakers and repairs staff to ensure they are maintained and are in a good condition. During the inspection our staff will record any areas of disrepair, untidiness, fly-tipping, and any other block/estate issues. Any items requiring attention or repair are reported to the repairs team. Local councillors and residents' associations are also invited to attend estate inspections.

8.6 Anti-social behaviour and noise nuisance

The council's safer communities team responds to complaints of crime and works in conjunction with the police and other key partners to resolve them. Every case that is reported to the safer communities team is reviewed and will be referred to appropriate services or progressed for investigation. The team will then consider appropriate intervention and enforcement options.

What is ASB?

ASB is behaviour which causes (or is likely to cause) harassment, alarm or distress to any persons not of the same household.

The safer communities team acts in accordance with the Anti-social Behaviour, Crime and Policing Act (2014). The safer communities team covers a wide range of unacceptable activity that causes harm to an individual, their community or to their environment. Including:

- drug related nuisance (drug dealing/drug use/paraphernalia)
- exploitation
- hate crime and harassment
- verbal abuse/assaults/threats to kill
- cuckooing
- deliberate damage to property
- people congregating

Noise and nuisance can also be a form of anti-social behaviour, and all reports of noise and nuisance are investigated by the noise and nuisance team, who are imbedded within the safer communities team.

The safer communities team work closely with partners from across the council, outside agencies and voluntary services, as well as other London boroughs to deliver the best possible outcomes for Ealing residents experiencing ASB.

Its key partners include teams within the council, the Metropolitan Police, the NHS, housing providers, and agencies in the borough that provide intervention and support to residents. The team also coordinate Ealing's Community Multi Agency Risk Assessment Conference (MARAC).

Reporting

To report ASB, contact the safer communities team.

In an emergency, always dial 999.

8.7 Animals

You do not normally need our permission to keep household pets, but you must make sure that they do not cause a nuisance to your neighbours. If your pet causes a nuisance or a health hazard you may be in breach of your lease, and we may take legal action against you.

8.8 Barbecues and fires

Barbecues and fires are not permitted in communal gardens or on balconies.

If you have a private garden, please be respectful and considerate of your neighbours when planning a barbecue. You must ensure that smoke from the barbecue and noise from the event does not cause nuisance to your neighbours. You must also ensure that adequate safety provisions have been made.

8.9 Carrying out works to your property

It is your responsibility to ensure that you or any workmen employed by you, do not store materials or dispose of rubbish in the communal areas of the building and on the estate at any time, or cause any nuisance, mess, or obstruction. Works should be limited to the hours of 8am to 5pm. Bin areas cannot be used to dispose of building rubbish. Homeowners may receive a fixed penalty notice and will be recharged for any mess that we need to clear up or dumped rubbish that we have to remove caused by you or your workmen.

8.10 Private gardens and fences

You are responsible for the upkeep and maintenance of a private garden. Overgrown gardens can cause a nuisance to neighbours and can attract vermin to the area as the overgrown grass, brambles and bushes are a potential breeding ground for rats, mice, and foxes. It is your responsibility to ensure that your garden is maintained to a reasonable standard.

The upkeep and maintenance of garden walls and fences which are your responsibility are detailed in your lease plan. If your wall or fence causes a nuisance or a health and safety issue, it is your responsibility to take action to repair/replace as soon as possible.

Failure to maintain private gardens and fences is a breach of the terms and conditions of your lease and may result in legal action being taken against you. In cases of health and safety, we may need to carry out the works and you will therefore be charged the full repair costs including any administrative costs incurred.

9. Building insurance

This section applies to leaseholders only. If you are a freeholder, you are responsible for arranging your own insurance.

The council insures your building, and all sold properties within it. This is because the council is responsible for the upkeep, repair and maintenance of the structure and communal areas and because it is a condition of the lease. Your lease states that your property/building must be insured by the council and the cost is recharged to you through your service charges.

All sold properties are insured with the same insurer, which means we can get discounts on the insurance premium and reduce the costs to you and other leaseholders.

The building insurance only covers the structure, fixtures and fittings and common parts of your property and building, not the contents of your home. This means that the rebuilding of your property or block is covered, but not your belongings. We recommend you arrange adequate contents insurance.

The insurance policy booklet contains further information on all the terms and conditions of the building insurance currently in place. This booklet is available on the council's website.

9.1 Insurance certificates

Insurance certificates are sent to all leaseholders at the beginning of each financial year and to all new leaseholders in their welcome pack. Further copies can be provided however an administration fee will be charged for this service. If you decide to sell your property, the insurance certificate should be passed to the new owner.

9.2 Letting/unoccupied properties

If you let your property, you should be aware that the policy excludes malicious damage to your property caused by your tenants and any damage as a direct result of negligent behaviour by your tenants. We advise taking out a landlord insurance policy, also known as buy-to-let insurance. This type of policy can protect against property damage, legal liabilities and sometimes loss of rental income. It is provided by many independent insurance providers.

It is a condition of your lease that you do not do anything to make the buildings insurance invalid, that you inform us within 21 days if you let the property and that you pay any administration fee demanded. It is also a condition of your insurance policy that the insurers are notified if a property is let or left unattended.

If your property remains unoccupied for 30 consecutive days or more, the standard excess for all claims will increase substantially from £50 to £250. In addition, claims for water damage, theft and malicious damage will be excluded completely unless agreed by the insurers by prior arrangement. If your property is or will be unoccupied for more than 30 days, please email home ownership services.

Breaching an insurance condition could result in the insurance company refusing to deal with any claim you make.

9.3 Making a claim

To make an insurance claim, please contact our building insurers.

Claims must be notified as soon as possible even if the cause of damage has not been resolved. In emergencies, our insurance company can arrange emergency repairs. If your property becomes uninhabitable, alternative accommodation can be arranged.

You must not carry out any repairs without first getting consent from our insurance company; this includes emergencies. Claims will typically be rejected if they are not made within a reasonable period or if works were carried out without approval.

10. Alterations and improvements

This chapter applies to leaseholders. If you are a freeholder, you should check your transfer deed to ensure there are no restrictions on the changes you wish to make.

If you are elderly or disabled and find it difficult to access your property or move around inside, you should contact the social services contact centre. They will advise you about the changes that can be made and can also refer you for a disabled facilities grant from the council.

10.1 Obtaining consent

The following information contains important advice that you should read thoroughly prior to making any alterations or improvements to your leasehold property. If you require further information, please contact home ownership services.

10.2 Landlord's consent

Under the terms of your lease you can only carry out alterations or additions to your home if you get written permission from us as the landlord of your property. This is known as landlord's consent and must be done before you carry out any works.

Depending on the type of alteration you wish to make, you may also need building control and/or planning permission, and your lease may need to be varied by way of a legal process to reflect the changes. Your lease sets out works that will not be allowed even if you ask for permission, so you should always check your lease first before you think about any alterations or additions.

You should be aware that any works carried out without permission could make it difficult for you to sell your home or could result in legal action. If you do carry out works without permission, you may be in breach of your lease and you may be required to return the property to its original condition at your own cost.

Ealing Council planning permission and building regulations approval do not amount to landlord's consent.

10.3 Consent will not be withheld unreasonably

You will initially be asked to detail your request in writing. We will look carefully at your request and advise you of the full process and likely costs. If needed a surveyor will make an appointment with you and inspect your property. We will make a charge for this service and for the administrative costs involved in considering your request. We will not generally withhold permission except in circumstances where your proposed alteration would damage the structure of the building, or where there are safety concerns, or it would cause any nuisance to others.

10.4 Lease variations

Some alterations may only need a simple letter of consent from the landlord. Others need a lease variation or a supplementary lease. A lease variation, otherwise known as a deed of variation, is a legal process that changes conditions within your lease. For example, a variation is needed to ensure the area of an extension is included in the definition of your property. Variations will lead to legal costs and may also need a valuation and new lease plans. You are responsible for paying all costs.

10.5 Windows

According to the lease, windows remain a part of the structure of the building and belong to the council. It is the council's responsibility to maintain, repair and replace them. If the windows in your block need to be repaired or replaced, we will arrange for the work, and you will be required to pay your share of the cost of the work as part of your service charge. However, window furniture such as handles, locks, and hinges are the leaseholder's responsibility. See section 6.2 for more information.

If all leaseholders in a block agree, the leases can be varied to make the windows the responsibility of each leaseholder. You will then be responsible for repairing or replacing your own windows.

If you take on the repairing responsibility you will have to ensure that any replacement fits in with the design of the other windows in the building, that it is of a durable quality and that it complies with building regulations.

All leaseholders in your block will need to agree to the change because it is a condition of the lease that all leaseholders in a block have the same responsibilities. You and the other leaseholders will have to pay an administration fee and the legal costs of the lease variations.

If you have replaced your windows without a lease variation, you may try to apply for retrospective consent, however this will require participation of other leaseholders in the building. If this is not possible, we may replace them under a works contract and charge you for the cost. This will ensure all windows meet our standards and that the style is in keeping with the rest of the block. Even if we allow you to keep your windows you will still be charged for a share of any windows replaced to the rest of the building as set out in your lease.

10.6 Loft conversions

The loft space belongs to the council and is not part of your property. If you want to extend the area of your property as set out in the lease, we will need to consider the feasibility of a loft conversion. An Ealing Council surveyor will have to assess the structure of the building and loft and you will have to pay for all costs incurred along with an administration fee.

If the surveyor has no objections, you will need to purchase the loft space from the council. The loft space will be valued to determine the market price and your property's building insurance value will be reassessed. Solicitors will then be instructed to transfer ownership and issue a supplemental lease for the loft. This will note various changes such as the transfer, change in responsibilities, planning permission and the increase in your property's rateable value. Only once this is complete will you have authority to proceed with the works. You must pay all costs associated with the process.

10.7 Extensions

An extension to your property will change the definition of the property and the block that is described in your lease. A supplementary lease and new plans will be required to add the new structure to your lease. Once built, the structural parts of the extension will become the council's responsibility to repair and maintain. This is in keeping with the requirements for the council to repair and maintain all structural parts of the building. You will become responsible for maintaining the internal parts of the extension.

Before the changes can proceed, we will first need to determine if there are any other leaseholders in your block.

If there are other leaseholders, they too will need a deed of variation and new plans to add the structure of your extension to the definition of the block that is defined in their lease. Because of the costs involved other leaseholders are unlikely to agree to a variation unless you offer to pay their related costs. Their proportion of any future block repair or maintenance costs will be reduced as the size of their property in relation to the size of the 'new' block will be smaller. If any of the leaseholders refuse to do this, we will not be able to provide consent. You may be required to take the matter to the FTT who can impose the change if the proposals are deemed reasonable.

If there are no other leaseholders, or if the other leaseholders agree to the variation of their leases, an Ealing Council surveyor will need to inspect your property and land to decide if an extension is acceptable. If there are no objections, we will need a copy of an architect's diagram for the surveyor to make new lease plans.

The rateable value and the buildings insurance value of your property will be increased to reflect the increased size of your property. You will be responsible for all costs associated with the process and will need to obtain all relevant planning and building control permissions.

10.8 Internal walls

You will need written consent before removing any walls or bricking up doorways. We will not withhold permission unreasonably, but we need to ensure your plans are acceptable and do not cause damage to the rest of the building and comply with safety regulations. You will have to pay a fee and provide a sketch of your plans, and an Ealing Council surveyor will need to inspect your property. If the wall is structural you will need to provide structural calculations and building control approval.

10.9 Doors and door frames

Permission is not needed to replace internal doors or frames. However, the new door and frame must be the same size as the existing one. You must not alter the size of the opening. If you are replacing the main entrance door to your property, you must ensure that the new door and frame must meet fire regulations, are installed by a professional and are certified. See section 7.2. You will be responsible if any damage occurs to the structure of the building.

10.10 District heating

If your property is connected to a district heating system and you want to install your own central heating, you will need written consent. We will not withhold permission unless your lease does not allow this but disconnection from the district system will need to be carried out by our specialist contractors. A fee will be payable for the disconnection costs which will depend on the amount of work involved.

10.11 Enclosing balconies

Enclosures are not permitted because of fire safety and structural integrity risks.

10.12 Television aerials and satellite dishes

You may not fix a television aerial to any council property. Most blocks have communal aerials for television users. If repairs are required to the aerial, you should report the matter to the repairs team. If your block does not have a communal aerial, you may find an indoor aerial can pick up reception.

You may not fix any satellite dish to council property without obtaining written consent from the home ownership team. In deciding whether to give permission they will take into account:

- whether planning permission is needed and has been given
- size and position of the dish and if it will cause a nuisance to others
- if the dish will damage the property
- the personal circumstances of the applicant
- whether any existing communal dish or cable provides adequate coverage

You may be required to remove dishes that have been put up without written consent or planning permission and pay for any damage caused to the building.

Many blocks now have an integrated reception service (IRS) installed. This gives access to terrestrial TV without a digital box. You can also get access to 95% of satellite TV channels by connecting a decoder to your IRS socket.

10.13 Building regulations, planning permissions

If we give you permission to make alterations or improvements to your property you will need to make sure you have all the other appropriate permissions such as building regulations approval, planning permission and party wall agreements.

10.14 Retrospective consent

If you have carried out works without proper consent, you will be in breach of the terms of your lease and you may find it difficult to sell your property.

You can apply for retrospective consent. The process involved, and costs will be similar to that of requesting consent before carrying out any works. If consent is not given, you will have to put the property back to its original state at your own cost. If this is not done, we can apply to the FTT for a determination that you have broken your lease terms and conditions.

11. Staircasing and selling

11.1 Staircasing

If you purchased a shared ownership property, you could purchase additional shares up to 100% ownership in accordance with how staircasing is set out in your lease. For help and advice on staircasing, visit the council's website or contact home ownership services.

11.2 Selling your property

You do not need our permission to sell your property, but if your lease or transfer deed has a clause giving the council the right of first refusal, you will need to first offer your property back to the council (see next paragraph). If there are no restrictions or if the council declines your offer, you should approach estate agents of your choice to advertise the property on the open market.

11.3 Right of first refusal

Before you advertise your property for sale, check that your lease or transfer deed does not have a right of first refusal clause. The clause applies to all properties sold under the Right to Buy scheme, where the Right to Buy application was received on or after 18 January 2005 and all shared ownership properties where you do not own 100% equity. This means that your property may be subject to a right of first refusal even if you purchased the property on the open market.

If your property is subject to a right of first refusal, you must first offer to sell it back to the council at full market value. Where a property was sold under the Right to Buy, the clause applies for 10 years from the date the property was first sold. For shared ownership properties this clause will always apply, if you do not own 100% of the property.

If the offer of first refusal is not taken up by the council, you may sell the property on the open market. Contact home ownership services for more information.

11.4 Home information pack

When your sale is in progress, the buyer's solicitor will generally request information and account balances on your service charges, major works that have been consulted or are planned, buildings insurance and various other details. Your solicitor will contact home ownership services to obtain these details and we will answer the questions as part of a standard pre-sale enquiry. An administration fee is charged for this service.

Before you complete your sale, your solicitors should contact home ownership services to obtain updated information about your service charge account and your major works liability.

It is standard practice for your solicitor to retain a sum of money from the sale of your property to cover any variations in service charge from your period of ownership or if major works have been consulted but invoices have not yet been issued. Please note this is a private agreement between you and the purchaser. Any outstanding balances will transfer to the new owner.

11.5 Notice of transfer/assignment (transfer of lease)

In accordance with the lease, the buyer's solicitor must provide the council's legal department with a copy of the legal documents transferring the lease to the new leaseholder within 21 days of completion. Until the sale is confirmed in writing, demands for service charges and ground rent will continue to be sent to you. There is a fee for registering the lease payable by the new owners.

11.6 Notice of charge/mortgage (transfer of mortgage)

Where there is a mortgage the buyer's solicitor must provide the council's legal department with a copy of the documents transferring the charge the mortgage company holds over the property. This also applies if you re-mortgage to a new lender. There is a fee for registering the charge. For details of fees, please see the council's website.

11.7 Deed of postponement

If you bought your property under the Right to Buy scheme and are still within the discount repayment period, you may need to apply for a deed of postponement if you want to increase or change your mortgage. The discount charge will usually have priority over any subsequent mortgage or charge until it expires thus a postponement in favour of a new mortgagee or advance is usually required.

The charge can only be removed for qualifying 'reasons' such as home improvements or change of mortgage lender. A fee will be charged for this service.

11.8 Paying back the Right to Buy discount

If you are the original Right to Buy owner and sell your home or sub-let for a period over 21 years within the discount repayment period, you will have to pay back some or all of the discount. This is set out in your lease or transfer deed. You will also have to pay an administration fee to the council's legal department.

Find out more at www.gov.uk/right-to-buy-buying-your-council-home/discounts

11.9 Moving out temporarily

If you are away from home for a long period, you should inform home ownership services and provide your forwarding address/telephone number in the case of an emergency. You should also give your neighbour or the local police the same information. Please note that you will still have to pay your service charges while you are away. If your property is regularly left unattended, the insurers have reserved the right to change the terms and conditions of the insurance policy.

12. Letting your property

As a homeowner you don't need permission to let your property, but you must inform home ownership services. These are conditions of the lease and the insurance policy. If you fail to notify us, you will be in breach of the terms of the lease and the Insurers may reject any claim you make under their building's insurance cover. If you own a shared ownership property, you cannot let your home until you have staircased up to 100% ownership.

A property is considered let where there is a rental agreement made between you and a managing agent or tenant. This applies even if you let your property to Ealing Council's private sector leasing team, as you are giving a short-term tenancy agreement to the council. For data protection reasons the council will not notify us directly.

A one-off fee is charged to register your property as let. You will be asked to provide a correspondence address and emergency contact details. We will inform the insurers on your behalf. You will not need to pay again if your correspondence address or tenant's change. To pay the sublet fee go to the councils website.

If you have a mortgage on your property, you should also tell your lender that you have let your property as this may be a condition of your mortgage agreement.

Correspondence address

You must provide us with your correspondence address and inform us if it changes. This is an insurance requirement for leaseholders, but it is also important so that service charge invoices, statutory notices and other important information can be sent to you. We also need a contact number so that you can be contacted in an emergency situation that requires your immediate attention, such as water/gas leak or burst pipe. We can only add a new correspondence address or amend an existing correspondence address if you confirm it to us in writing.

To download a copy of the sublet form, go to the council's website.

12.1 Your responsibilities if you let your property

If you let your property, you will be responsible for your tenants' behaviour. You will also remain responsible for the repair and upkeep of your property and garden as well as payment of service charges and major works. This is the case regardless of any agreement you have made with your tenants or managing agent. If any terms of the lease or transfer deed are breached by your tenants, action can be taken against you.

12.2 Fire safety

You should consider the risks to your tenants in the event of a fire and take all necessary precautions to minimize those risks. Landlords have an obligation to carry out gas safety checks each year on all gas appliances and installations and have fire and carbon monoxide alarms fitted. Furniture must also be fire resistant.

For more information please go to www.gov.uk/government/publications/fire-safety-in-flats

It is important that home ownership services at Ealing Council has your contact details and details of any managing agents, to use in the event of an emergency at your property. If you have already provided these details, please make sure they are kept up to date. We also need details of any tenants living at your property in particular those with disabilities for emergency services, to help them escape the building if needed.

12.3 Property licensing

Houses in multiple occupation (HMO)

An HMO is a property occupied by 3 or more persons living as 2 or more separate households who share facilities such as kitchen and/or bathroom. If your property is an HMO, you must make sure you satisfy the housing multiple occupancy regulations and have a valid HMO license. Licenses are issued by the council and are normally valid for up to 5 years. The cost of a licence will depend on the number of rooms and floors in the property. Failure to have a licence is a criminal offence and can result in a fine of up to £20,000. For more information contact the private licensing team.

Selective licensing

Selective licensing applies to privately rented properties that are not HMOs and are in the designated areas within the London Borough of Ealing. To check whether any property licensing schemes apply to your property please check the Ealing Council website.

12.4 Energy performance certificate

You will need an EPC if you let your property and you must give your tenants a copy free of charge. The EPC shows your property's energy efficiency and suggests ways to improve it. If you let your property on a HMO basis, i.e., you are letting to several people room by room, only one EPC is needed for the whole property, but you must give a copy to each tenant.

EPCs are valid for 10 years and copies of the same certificate can be given to new tenants in that period. However, if you decide to sell your property the EPC given in the Home Information Pack (HIP) must not be more than 12 months old.

You can find local accredited domestic energy assessors who supply EPCs on the internet at www.epcregister.com or you can call the accreditation schemes directly for a list of their members. Costs vary so we advise you to shop around.

12.5 Gas safety

If you are letting your property you must comply with the Gas Safety (Installation and Use) Regulations 1998.

By law you must:

- ensure installation pipe work, appliances and flues provided for tenants are maintained and in a safe condition
- ensure an annual safety check is carried out on each appliance and/or flue that you provide for tenants' use
- ensure maintenance and annual safety checks are carried out by a Gas Safe-registered engineer
- keep a record of each safety check for two years
- issue a copy of the safety check to each existing tenant within 28 days of the check being completed and to any new tenant before they move in
- ensure all gas equipment (including any appliance left by a previous tenant) is safe or otherwise removed before re-letting
- make sure that if you are using a managing agent, the contract clearly specifies who is responsible for maintenance and safety checks and for keeping records. The landlord maintains overall responsibility for ensuring duties are met, even if a managing agent is employed
- ensure that anyone carrying out work on gas appliances/fittings and/or flues provided for tenants is a Gas Safe registered engineer

More information about your responsibilities as a landlord is available from the Health and Safety Executive (HSE) on 0800 300 363 or at: www.hse.gov.uk/gas/landlords

12.6 Electrical safety

Landlords must ensure that all the electrics in a property are safe to use.

- the electrical installations must be inspected and tested prior to the start of a new tenancy

- electrical installations must be inspected and tested every 5 years
- a copy of the most recent electrical safety condition report (EICR) must be provided to both new and retained tenants
- if this inspection reveals any action that needs to be taken, this work must be carried out within 28 days
- work carried out must meet British Standard BS 7671, with appropriate certification issued
- as the landlord, you are responsible for making sure that the person who completes the check is suitably competent and qualified

13. Legal rights

13.1 Your rights under the general law

As well as rights in your lease, there are rights in law, which apply to homeowners. Please see the back of this handbook for a list of Government Acts and a brief explanation of their relevance. These are set out in Acts of Parliament passed by Government. The law is complex and if you want to find out more about their and your legal rights you should ask your solicitor or visit a Citizens Advice Bureau.

Service charges must be reasonable

The council must make sure its service charges and estimates are reasonable and that the service or works carried out are done to a reasonable standard. You can apply to a First Tier Tribunal (FTT) if you think the service charges or works are unreasonable. Only the FTT has the power to decide what is or is not reasonable. You do not have the right to withhold payment of service charges if you feel the charges are unreasonable.

Inspecting invoices and receipts

Under Section 22 of the Landlord and Tenant Act 1985, leaseholders have the right to see all the invoices or receipts that make up the service charges. A time limit of within 6 months applies to inspection requests and begins on the date of receiving your final accounts. Home ownership services will be able to help you with this service.

Carrying out an independent management audit

Leaseholders have the right to carry out an independent management audit. An audit allows you to assess whether the council is efficiently and effectively fulfilling its obligations under your lease. To follow this course of action, you will be required to appoint an independent qualified accountant at your own expense to examine the management of the leasehold properties.

Protection from forfeiture

If you break any condition of your lease, we can apply to the courts to end your lease. Ending your lease before its end date is called forfeiture. Because this measure is very drastic, the matter would have to be very serious for the courts to decide that we can end your lease. Forfeiture is the loss or seizure of property, money, or assets without compensation or consideration in return. It can be used as a legal remedy or a penalty for various reasons, such as:

- breach of contractual obligations, such as failing to pay rent or mortgage, or violating the terms of a lease

- illegal conduct of the property holder, such as using the property for criminal activities, or acquiring the property through unlawful means

We can only apply to the courts to end your lease for non-payment of service charges if:

- you admit the amount is owed or a court or tribunal has decided you owe the amount
- the amount owed is over £350 (unless it has been owing for more than three years)
- a court or tribunal has decided that the lease has been breached

13.2 Leasehold advisory service (LEASE)

The Leasehold Advisory Service (LEASE) is a government funded service that gives free legal advice to leaseholders, landlords and professional advisers on law relating to residential leasehold or commonhold property.

13.3 Recognised residents' associations

A recognised resident association (RA), is an association of residents (leaseholders and tenants) in a block or estate, recognised by Ealing Council, under Section 29 of the Landlord and Tenant Act 1985 (as amended). Although leaseholders do not qualify under the Act, they can still be members of a recognised resident association.

The council will recognise a resident association if certain criteria are met. For leaseholders, these criteria are:

- the membership of the association should represent at least 60% of the flats in the block to which service charges are attributable
- the rules of the association should be fair, covering issues such as election of officers, levels and collection of subscriptions and voting arrangements
- the association should adopt an equal opportunities policy

An RA is in a position to request additional information, such as the right to request consultation on the appointment or reappointment of a managing agent, or the right to appoint a surveyor to advise on anything relating to service charges.

For further advice and information on setting up a recognised resident association, please contact the resident engagement team. You can find their details at the back of this booklet.

14. Complaints

Your feedback helps us provide a quality service. We value your comments and encourage your views on our services. Let us know when we are doing things well or if you have any ideas on how to improve the service. If you are unhappy with the service you have received, please follow the steps below to make a complaint and get a resolution. We will endeavour to resolve any complaint as quickly and completely as possible.

14.1 How to make a complaint

Contact details for all relevant services can be found at the back of this handbook.

Informal complaints

If you are not satisfied with a service, we recommend that you first raise your dissatisfaction with the service or team concerned as soon as possible. Your comments will be reviewed, and you will be provided with a response within 10 working days.

Formal complaints

If the problem is persistent or has not been corrected or if the complaint is about more than one service area, you can make a formal complaint. Complaints should be raised within 12 months of the cause of the complaint. There are 2 escalating stages in the complaint's procedure:

Stage 1

Write to the housing and environmental services complaints team at the council. You should specify the nature of the complaint, include the time, date, and details of location as well as detail what outcome you would like to achieve by the complaint. Formal complaints will be acknowledged within 5 working days and a response will be provided by the service within a further 10 working days. If it is going to take longer than 10 days to investigate the matter, you will be told why and when to expect a response.

Stage 2

If you are not happy with the response to stage 1 you can write within 28 days of the response giving the reasons why you are not satisfied and what outcome you would like to achieve. The complaint will be acknowledged within 5 working days and a response will be provided by the service director within a further 20 working days.

Still dissatisfied?

If at the end of the councils' two-stage complaints procedure you still feel your complaint is unresolved you can refer your complaint to the Housing Ombudsman or if the matter relates to service charges, make an application to the First-Tier Tribunal (Property Chamber).

14.2 The Housing Ombudsman

The Housing Ombudsman is a free, independent service that can investigate complaints from individuals who feel they have been treated unfairly by a local authority. The Ombudsman investigates complaints that have already been through a council's complaints procedure. These are complaints that claim that the council did something wrong or failed to do something it should have done.

Complaints to the Housing Ombudsman

If you want to make a complaint to the Ombudsman about the council, you should go to their website and complete the on-line complaints form. Alternatively, call the Housing Ombudsman advice team.

14.3 First Tier Tribunal Service

The First-Tier Tribunal (Property Chamber) (FTT) is a specialist court set up to consider leasehold disputes and determine whether the level of service charges is reasonable. Applications can be heard in person or by written submission.

An FTT can determine reasonableness in respect of charges such as:

- repairs and maintenance to a block or estate
- cleaning, gardening, lighting, and other communal services
- building Insurance
- professional fees

If you dispute your service charge bill and consider the costs to be unreasonable, you can make an application to refer the matter to the FTT. The FTT application fee is dependent on the amount in dispute, plus there is a further fee for the hearing. You can apply individually or with other leaseholders. Please be aware that there may be other administrative and legal costs to pay.

Further information about the FTT can be obtained by contacting:

H M Courts and Tribunals Service
First-Tier Tribunal (Property Chamber)
10 Alfred Place
London
WC1E 7LR

Tel: 020 7446 7700
Email: London.Rap@justice.gov.uk

Other service standards

Other service standards can be found on the Council website:
www.ealing.gov.uk/housing-standards

- Fairness and Respect Service Standard
- Antisocial Behaviour Service Standard
- Housing Complaints Service Standard
- Major Works Service Standard
- Estate Services Service Standard

15. Useful contacts

Housing hubs – (management of blocks/estates and general enquiries)		
Acton Housing Hub	020 8825 5387	tenancymanagement@ealing.gov.uk
Ealing Housing Hub	020 8825 5387	tenancymanagement@ealing.gov.uk
Hanwell Housing Hub	020 8825 5387	tenancymanagement@ealing.gov.uk
Northolt Housing Hub	020 8825 5387	tenancymanagement@ealing.gov.uk
Southall Housing Hub	020 8825 5387	tenancymanagement@ealing.gov.uk

Home ownership services		
Service charge collection team (account and payment enquiries – service charges and major works, setting up direct debits, and repayment plans)	020 8825 5583	homeownership@ealing.gov.uk
Rechargeable works team (general service charge and major works enquiries / disputes, statutory section 20 consultation, and major works invoicing)	020 8825 5583	homeownership@ealing.gov.uk
Home ownership team (property alterations, home information pack, lease extensions, enfranchisement, right of first refusals, repayment of discount and shared ownership staircasing)	020 8825 5583	homeownership@ealing.gov.uk
Automated telephone payments service (24-hours-a-day, seven days a week. Please have your service charge account number and debit/credit card details ready)	020 8825 8346	
Online payments	www.ealing.gov.uk and choose Do it online>Pay for it>Housing>Pay your leaseholder service charge	

Estate services		
Cleaning/caretaking	020 8574 7385	estateservices@ealing.gov.uk
Grounds maintenance	020 8574 7385	estateservices@ealing.gov.uk

Other services		
Graffiti removal	020 8825 6000	via myaccount@ealing.gov.uk
Refuse collection	020 8825 6000	www.ealing.gov.uk/rubbishcollections
Street cleansing	020 8825 6000	www.ealing.gov.uk/streetclean
Tree lopping	020 8825 6000	www.ealing.gov.uk/treeproblem
Pest control	020 8825 6644	www.ealing.gov.uk/pests
Anti-social behaviour (safer communities team)	020 8825 8111	safercommunities@ealing.gov.uk
Noise nuisance team	020 8825 8111	www.ealing.gov.uk/noise
Resident engagement team	020 8825 6535	residentinvolvement@ealing.gov.uk
Repairs team	020 8825 5682 / 0800 181 744	www.ealing.gov.uk/report-comm-repair-lease
Buildings insurance (leasehold only) - Protector Ltd	0161 274 9077	www.ealing.gov.uk/leaseholderinsurance
Social services contact centre	020 8825 8000	sscallcentre@ealing.gov.uk
Private licensing team	020 8825 9512	privatelicensing@ealing.gov.uk

Additional advice and support		
Emergency building insurance claims	0161 274 9077 (24 Hours)	claims@protectorinsurance.co.uk
Citizens Advice Bureau	0800 144 8848	
Leasehold Advisory Service (LEASE)	020 7832 2500	www.lease-advice.org
Local police – non-emergency	101	
National Debt Helpline	0808 808 4000 (Freephone)	www.nationaldebtline.co.uk
Victim Support Line	0808 168 9111	

Additional advice and support		
Department for Work and Pensions (DWP) and Universal Credit	0800 055 6688/0800 328 5644 0800 99 1234 (over 60 years)	
Housing Ombudsman	0300 111 3000	www.housing-ombudsman.org.uk
Gas leaks	0800 111 999	www.hse.gov.uk/gas
Health and Safety Executive (HSE)	0800 300 363	
Secure Parking and Storage (garage rental)	020 8035 0315	ealing.garages@ secureparkingandstorage.co.uk


LALARUKH
AZIZ SCARVES

CLOCKTOWER Cafe


UNDERGROUND


Explore

www.ealing.gov.uk

We want to ensure everyone can access and understand the information in this handbook. If you require this document in a different format - such as large print, Braile, audio - or in another language, please contact us and we'll be happy to provide it in a way that suits your needs.

Contact us:
Phone: 020 8825 6535
Email: residentinvolvement@ealing.gov.uk