Homeowner handbook
This handbook is produced by Ealing Homes. It contains useful information about your rights and responsibilities as a homeowner and gives practical advice on subjects that may arise for homeowners.

This handbook has been produced in consultation with the Ealing Homes Independent Leaseholders’ Association (EHILA) and the many departments involved in providing services to homeowners.

You should note that this handbook is only a guide. It is not a legal document. If there is a dispute or disagreement, this will have to be settled under the 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.
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Welcome to the Handbook
You probably became a homeowner by:
• Buying your property from the council under the Right to Buy scheme or;
• Buying your property on the open market from a previous homeowner.

You may be a leaseholder in which case Ealing Council is the landlord of your property, building and estate, or you may be a freeholder on a council estate.

Ealing Homes on behalf of Ealing Council manages the services that are provided to your building or estate.

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

What is Ealing Homes?
Ealing Homes is an Arms Length Management Organisation (ALMO). This is a not-for-profit company set up by Ealing Council to manage and improve its housing stock and ex-council properties. Ealing Homes manages around 14,000 council properties and 5,000 leasehold and service charge paying freehold properties in Ealing on behalf of Ealing Council.

An independent board of directors manages Ealing Homes. The membership of the board is made up from a combination of leaseholders, council tenants, elected councillors and independent members from the public chosen for their knowledge of housing or housing law. Board members are not paid for their contribution but their reasonable expenses are refunded.

Ealing Council is Ealing Homes’ only shareholder and remains the landlord of your property or estate.

Our objectives
Our main objectives relevant to homeowners are to:
• Maximise income collection and efficiency relating to costs to meet targets
• Tackle Antisocial Behaviour and manage residents’ expectations
• Raise resident satisfaction with particular attention to Antisocial Behaviour, Caretaking and Leaseholder services
• Improve communal cleaning and bring all estates up to a good consistent standard.
Home ownership services

As managing agent, Ealing Homes is responsible for the day-to-day management of services. Home Ownership Services is a section within Ealing Homes that administers leasehold and service charge matters. If you have any questions that are not answered in this handbook, Home Ownership Services should be your first point of contact.

Home Ownership Services is divided into three teams:

**Revenue Team (Service Charges)**
Roles and responsibilities:
- Calculate, invoice and collect service charges
- Investigate disputes over service charges and give advice on leasehold matters
- Work closely with the Anti-social Behaviour Team (ASB) and take action against leaseholders if lease conditions are breached
- Issue and defend matters at County Court and at the Leasehold Valuation Tribunal
- Maintain service charge accounts.

**Rechargeable Works Team (Major Works Charges)**
Roles and responsibilities:
- Prepare notices to consult leaseholders about upcoming work
- Calculate, invoice and collect service charges for works done to the council’s properties and surroundings
- Investigate disputes about major works contracts. Works are generally part of major works schemes but can also be one-off projects or emergency works.

**Home Ownership Team**
Roles and responsibilities:
- Provide information to and correspond with leaseholders or their legal representatives for selling and re-mortgaging purposes
• Administer subletting, buildings insurance, deeds of postponement, alterations to property and deeds of variation
• Administer the Right to Buy and Home Buyers Grant schemes

Our customer service standards
We will:
• Send all leaseholders and service charge paying freeholders a Homeowner’s Handbook
• Include any relevant news for leaseholders and freeholders in the Key Issues newsletter
• Hold a leasehold forum at least four times a year
• Arrange to meet with you by appointment at your local area housing office or if necessary at your home
• Sign letters with our name, address, telephone number and email address in case you wish to follow up a query
• Respond to letters within six working days. If we can’t we will let you know why and tell you when to expect a full response
• As far as possible, use plain English in our correspondence
• Endeavour to send an estimated service charge bill before 31 March each year
• Endeavour to send a final account for the previous financial year by 30 September each year
• Send you a service charge statement in January and July
• Provide information about paying service charges and offer various methods of payment
• Provide information and advice on:
  - Service charge enquiries
  - Disagreements
  - Insurance Claims
  - Subletting your property
  - Alterations to your property
  - Extending your lease or buying the freehold
  - The terms of your lease
• Provide within 10 working days, pre-sale and remortgage packs to help you sell or remortgage your property
• Provide leaseholders a buildings insurance certificate each year
• Consult leaseholders individually on service contracts that last more than 12 months and where the individual contribution is expected to be over £100
• Consult leaseholders individually on major works that are planned for their building or estate and provide details of the works and estimated costs
• Write to you with relevant information or explanations when a service standard is interrupted or cannot be met
• Be available between 9am and 5pm Monday to Friday and 9am and 6pm on Thursdays (except public holidays, when we are closed)
• Be fair, open and honest
• Apologise for any mistakes and work to correct them
• Respect confidentiality and privacy
**How you can help us**

We are committed to providing the highest level of satisfaction in everything we do. You help us when you:

- Pay your service charges when they are due
- Pay your major works charges when they are due
- Send us information that we ask for such as letting details
- Co-operate with us to help resolve issues, for example by providing proof of a payment if it appears to be missing
- Let us know if you are letting your property and keep us informed of your forwarding address and contact details
- If you are a leaseholder, do not carry out internal or external structural alterations to your property without obtaining our consent
- Keep important information that we send to you safe, such as the insurance certificate, Section 20 notices and the Homeowner’s Handbook
- Keep a note of the person dealing with your query so issues can be easily followed up
- Let us know when we have got things wrong and when we have got things right.

**How to contact us**

Our office hours are Monday to Friday 9am to 5pm and 9am to 6pm on Thursdays. We are closed on public holidays.

You can contact us by phone, fax, email, post or in person.

**Phone:**  
Customer Service Centre 0800 181 744

Revenue Team 020 8825 8291  
Rechargeable Works Team 020 8825 6920  
Home Ownership Team 020 8825 9506

**Fax:** 020 8825 7663

**Email:** homeownership@ealinghomes.net

**Post:**  
Home Ownership Services  
Ealing Homes  
Westgate House  
West Gate  
London  
WS 1YY

**In person:** We will be happy to meet with you at your local area housing office. Please contact us to arrange an appointment. If you are housebound or have mobility difficulties, we may be able to arrange a home visit.
Getting involved
We welcome and encourage all homeowners to take an interest in improving the service we provide. You can learn more about the different aspects of the service at the leaseholder’s forum; you can become a member of EHILA and actively participate in service improvements; or you can become involved in focus groups to analyse specific topics.

Leasehold Forum
At least four times a year Ealing Homes arranges a leaseholders forum to provide homeowners with the opportunity to meet with staff, view presentations and discuss a wide range of subjects of interest or concern. The forum is invaluable to us because of the feedback and suggestions for improvement we receive. All homeowners are encouraged to come along and take part in the forum. Information on the next forum is published in Key Issues, on flyers and on the Ealing Homes website.

EHILA – Ealing Homes Independent Leaseholders’ Association
The Ealing Homes Independent Leasehold Association (EHILA) represents Ealing Council leaseholders. The committee is made up of volunteer leaseholders and aims to:
- Consult on matters of borough-wide concern to leaseholders
- Make referrals to, and receive referrals from, leaseholders at public meetings and consultations
- Consider matters received from Ealing Homes and the council and comment
- Represent the interests of leaseholders to outside organisations such as government bodies and other independent leaseholder groups
- Promote equal opportunities within the community
- Maintain a good relationship between leaseholders and the council and actively take part in Ealing Homes’ consultative processes.

To contact EHILA with a query or to raise a matter, write to the EHILA Chairperson, c/o Home Ownership Services and we will forward your letter. Alternatively call Home Ownership Services with your contact details and an EHILA committee member will get in touch. You can also email the EHILA Committee at EHILAcommittee@googlemail.com.

Focus groups
These are working parties of homeowners who are consulted on specific topics or projects. A focus group will work together to explore and investigate a subject over a few weeks or months depending on the complexity of the matter. You can volunteer to join a focus group through EHILA or at the leasehold forum.
## Your lease or transfer deed

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Lease or transfer deed
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.

What does being a leaseholder mean?
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 a small, annual ground rent. The period is set out in your lease and is in most cases 130 years from 1 January 1981, but there are some exceptions and leases can be extended. Unlike purchasing a freehold property you do not own the structure of the property (e.g. 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 and the council and a very important document. 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. Your lease describes your property and includes a plan showing it and any garden, garage or shed. It also shows the building containing your property and the estate it is on.

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.

The conditions of your lease
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 changes for your share of the cost of the repair, upkeep and management of your building and estate.

Your 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 repay some or all of the Right to Buy discount if the property is sold within the repayment period
- Not to cause nuisance, annoyance or antisocial behaviour to neighbours or allow your 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 allow access when inspections, repairs or work to the building are needed.

**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.

Parking is not a right but is allowed as long as any notices or rules set out by the local area housing office are followed. According to your lease you may not park or permit to park any car bigger than a normal private vehicle on the estate.

**The improvement clause**

Over the years the council has granted different types of leases. Most of the terms in the leases are similar but you should always look at your own individual lease if you want to check something. One of the main differences in leases is the inclusion of the Improvement Clause.

An improvement to your property is generally the addition of something that was not there before, for example adding a porch is an improvement but replacing a roof due to wear and tear is maintenance. The improvement clause allows the council to carry out improvements to its estates and buildings and to recharge the leaseholder for the cost of the works.

If Ealing Council under the Right to Buy sold your property before 1987, the lease may **not** contain an improvement clause. If it does not, the council cannot recharge you for improvements it carries out to the building or estate. It can however recharge you for the maintenance and upkeep of the building or estate. Once an improvement has been carried out, such as a porch being added, the council can recharge you for its future maintenance, replacement or even its removal.

Some modernisations are not considered to be improvements. An example of this is when windows and their frames have to be replaced due to wear and tear. Replacing the existing single glazed windows with double glazing is not considered an improvement because installing double glazing is now standard and more cost effective than single glazing. Therefore the cost can be recharged to you regardless of the existence of an improvement clause.

*The Lands Tribunal case* London Borough of Wandsworth v Griffin (2000) decided that replacing single glazed with double glazed windows or replacing a flat roof with a pitch roof could be regarded as repair. Before deciding on this type of major repair the landlord has to take into account the nature, value and lifespan of the building; the extent of the defects; the cost of works and alternatives; the effect of the repair on the value and lifespan; and current building practice.
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.

We are here to help. If you have difficulty paying your service charge, or if you are unsure about a particular clause in your lease please contact Home Ownership Services.

Buying the freehold

Leaseholders of flats may have the right to buy the freehold of the building as a group. The group can then decide for themselves how to manage their building. This is known as ‘enfranchisement’ and is a right given under general law. You may also be able to buy the freehold under the terms of your lease. This is generally easier and cheaper but the conditions to qualify are stricter. Below are the main conditions to qualify under the general law or your lease but you should seek legal advice before you start the process.

To qualify under the general law:
• You must have held the lease for at least two years
• There must be two or more flats in your building
• At least two-thirds of the properties must have been sold on long leases (over 21 years)
• No more than 25% of the inside floor area may be in non-residential use (used as a shop or office)
• At least half of the leaseholders in the block must be active 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 agree to buy 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.

You need to know that if your building is on a council estate, you may still be required to pay towards the cost of services provided or works carried out to the estate even after you and other leaseholders have bought the freehold of the building.

Extending your lease

Leaseholders who have held their lease for at least two years have the right to buy a new lease adding 90 years to the time left on the old lease. 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. 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.

**Varying the lease**

It may be possible to change some conditions of the lease. Some changes can be carried out to individual leases but others will need all the leases in the building to have the same clause changed at the same time. This is called varying the lease. A reason for doing this could be if you want to carry out a loft conversion. Your lease will need to be changed to add the loft space to the definition of your property. This is explained in more depth in Chapter 6.

Another example is if you want to take responsibility for the maintenance of your windows. In this case all leases in the building will have to be varied, as maintenance obligations must be the same for all leaseholders. If you do take on the responsibility for maintaining your own windows you will have to ensure that any replacement fits in with the design of the rest of the building, that it is of a durable standard and that it complies with fire, building control and planning regulations.

Each leaseholder will have to pay for legal and administrative costs resulting from any variation.

**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.

**Your responsibilities:**
- To pay the service charges demanded
- To maintain and repair the internal, external and structural parts of your property
- To insure the property
- To use your property as a private home only
- To cause no nuisance, annoyance or antisocial behaviour to neighbours or allow your children, tenants, visitors or pets to do so
- To repay some or all of the Right to Buy discount if the property is sold within the repayment period.
3 Service charges

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What is the service charge?

The service charge covers your share of the cost of services or works carried out to your block or estate by the council as landlord. The service charge may be based on both actual and estimated expenses and may include:

- Day-to-day maintenance of the block or estate and common areas
- Caretaking and cleaning
- Lighting of common areas
- Repairs and improvements
- Heating and hot water
- Lift maintenance
- Concierge – staff working in the lobby of a building
- CCTV
- Gardening and grounds maintenance of external common areas
- General management and administration.

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.

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 is a benchmark system allocated by 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.

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 two or three 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 proportion of any block or estate costs that your property is liable for. This fraction is then multiplied by the total annual cost of services and repairs to your block or estate which gives us the total charge for your property. The method is shown below:

\[
\text{Property rateable value} \div \text{Block/estate rateable value} = \text{Fraction of cost your property} \times \text{Block/estate cost} = \text{Cost for your property}
\]
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, say, repairs to the roof in your block cost £9,000, you would pay:

\[
\frac{200}{4,000} \times £9,000 = £450 \text{ for your property or 5% of the cost.}
\]

Council tenants and service charges

The council rents out its properties and charges a weekly rent to cover all expenses including service charges. We are often asked if tenants pay service charges. The answer is yes. The council pays for the tenants’ share of service charges from the rent that is charged. Council tenants are not invoiced directly for service charges or major works.

The council as the homeowner of these properties pays no more or less for services than you do. If there are 10 identical flats in a building, five owned by leaseholders and five owned by the council, then the council pays 50% of all costs. The council’s tenants do not pay the costs directly. It is not their responsibility to do so as they do not own the property.

In the same way, if major works are required to a building the costs are apportioned between the properties in the block. As the homeowner you are required to pay for your share from savings, rental income or a loan. The council pays its share from the Housing Revenue Account into which tenants’ rent is paid.

**Homeowners do not subsidise tenants in any way, but the opposite can happen:** If the council cannot collect money owed by a homeowner because of their failure to pay their service charge, the council must pay the money from the Housing Revenue Account.

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. These are generally sent out according to the following schedule:

- January: Statements
- March: Estimates
- April: Insurance Schedule (leaseholders only, see Chapter 7)
- July: Statements
- September: Final Accounts
- November: Ground Rent Notice (leaseholders only)
Example of an estimated service charge bill

London Borough of Ealing
Service Charge Estimate For The Year
1st April 2006 to 31st March 2007

Account Number: S0042398
Property Charged: 3 Westgate House
Westgate Road
Ealing
W5 1TY

Block ID: BL00099
Leaseholder Share of
Block Cost: £38,423
Building Insurance Sum
Insured: £1,117%

<table>
<thead>
<tr>
<th>Block Services</th>
<th>Block Charges Due For The Year</th>
<th>Individual Charges Due For The Year</th>
</tr>
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<tbody>
<tr>
<td>Estate Services</td>
<td>£289.68</td>
<td>£2.61</td>
</tr>
<tr>
<td>Abandoned Vehicles</td>
<td>£2,125.05</td>
<td>£23.75</td>
</tr>
<tr>
<td>Graffiti Removal</td>
<td>£1,101.05</td>
<td>£13.50</td>
</tr>
<tr>
<td>Pest Control</td>
<td>£8,947.90</td>
<td>£95.90</td>
</tr>
<tr>
<td>Window Cleaning</td>
<td>£21,070.31</td>
<td>£236.50</td>
</tr>
<tr>
<td>CCTV</td>
<td>£3,225.10</td>
<td>£36.92</td>
</tr>
<tr>
<td>Grounds Maintenance</td>
<td>£8,889.53</td>
<td>£94.47</td>
</tr>
<tr>
<td>Lifts</td>
<td>£12,692.74</td>
<td>£130.86</td>
</tr>
<tr>
<td>Communal Electricity</td>
<td>£8,500.00</td>
<td>£86.42</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>£22,365.94</td>
<td>£236.53</td>
</tr>
<tr>
<td>Variable Administration @ 28%</td>
<td>£114,298.47</td>
<td>£1,243.20</td>
</tr>
<tr>
<td><strong>Total for Block Services 2006/07</strong></td>
<td><strong>£141,424.47</strong></td>
<td><strong>£1,439.72</strong></td>
</tr>
</tbody>
</table>

Property Costs for: 3 Westgate House, Westgate Road, Ealing

<table>
<thead>
<tr>
<th>Individual Property Costs</th>
<th>Block Charges Due For The Year</th>
<th>Individual Charges Due For The Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.117% of block service costs</td>
<td>-</td>
<td>£1,243.20</td>
</tr>
<tr>
<td>Insurance Premium</td>
<td>-</td>
<td>£111.17</td>
</tr>
<tr>
<td>Heating</td>
<td>-</td>
<td>£300.95</td>
</tr>
<tr>
<td>Fixed Administration Fee</td>
<td>-</td>
<td>£50.90</td>
</tr>
<tr>
<td><strong>Total Individual Property Costs for 2006/07</strong></td>
<td><strong>-</strong></td>
<td><strong>£1,712.52</strong></td>
</tr>
</tbody>
</table>

**Total Annual Charge for 2006/07**: £1,712.52

**12 monthly payments of £142.71**
Estimated Service Charges
At the beginning 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. 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 will be consulted in advance of major works and will receive an invoice when the works are completed.

Final Accounts
In April, we begin to calculate the actual cost of services provided to each block or estate during the past financial year. We will endeavour to provide a summary 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. An example of a final account is shown overleaf.

Ground rent
Leaseholders pay ground rent. The ground rent is an annual charge of £10 as set out in the lease. The charge is made because your property is on council owned land. Ground rent is invoiced in November and due on 1 January each year.

Administration charges
Administration charges are made to cover the cost of providing and managing services to you. The charges are made up of a fixed and variable fee.

The flat rate administration charge is charged to all homeowners for centralised services and costs. The charge comprises both direct costs and support services. Direct costs include the staffing costs of Home Ownership Services, the cost of producing final accounts, estimated service charge bills, statements, maintenance of accounts, etc. Support services are costs such as human resources, IT, finance, etc. Before 2006, some properties were not charged a flat rate management fee even though they received and benefited from the services. By charging a flat rate charge to all homeowners, we ensure everyone pays towards our management costs.

The variable administration charge is applied to specific services such as cleaning and caretaking, gardening, lighting, etc. and reflects the cost of managing the service.
Further to the information provided on page 19 of the Homeowner handbook, homeowners should be aware of the following:

1. 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

2. The costs of management and administration must be reasonable at all times and reflect the actual costs incurred by the Landlord

3. The lease/transfer deed does not specify the amount the Landlord can/should charge nor the format this should take

4. Actual costs are determined annually and recharged to homeowners through the service charge using a combination of a ‘flat’ or ‘fixed’ fee and a ‘percentage’ fee

5. The lease/transfer deed permits the Landlord to change the format and/or the amount and/or the percentage charged subject to reasonable notice

6. Homeowners have the right to challenge the reasonableness of management and administration fees at the Leasehold Valuation Tribunal (LVT)
Example of a final account

London Borough of Ealing
Summary of service charges for the year 1st April 2006 to 31st March 2007
(Certified)

Account Number: SCO62385
Property Charged: 3 Westgate House, Westgate Road, Ealing, W5 1Y

Block 10: Leaseholder Share of Block Cost

Your service charge account number

The address of your property

The unique reference number of your block

Your share of all block costs

Breakdown of the actual block costs compared to the estimated costs sent at the beginning of the year

Your share of the actual costs compared to the estimated costs sent at the beginning of the year

Difference between the estimated and actual cost of service charges. Debit amounts must be paid. Credit amounts are shown on your service charge account.

Block Costs For: BL00099 UWestgate House, Westgate Road, Ealing

<table>
<thead>
<tr>
<th>Block Services</th>
<th>Estimated Block Cost</th>
<th>Actual Block Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estate Services</td>
<td>£40,841.47</td>
<td>£40,892.31</td>
</tr>
<tr>
<td>Abandoned Vehicles</td>
<td>£2,126.86</td>
<td>£2,036.42</td>
</tr>
<tr>
<td>Graffiti Removal</td>
<td>£1,191.09</td>
<td>£1,474.53</td>
</tr>
<tr>
<td>Pest Control</td>
<td>£347.90</td>
<td>£1,522.78</td>
</tr>
<tr>
<td>Window Cleaning</td>
<td>£2,075.31</td>
<td>£1,932.19</td>
</tr>
<tr>
<td>CCTV</td>
<td>£6.00</td>
<td></td>
</tr>
<tr>
<td>Conierge</td>
<td>£2,994.74</td>
<td>£3,903.47</td>
</tr>
<tr>
<td>Communal Electricity</td>
<td>£9,900</td>
<td>£10,289.53</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>£3,226.10</td>
<td>£3,604.76</td>
</tr>
<tr>
<td>Grounds Maintenance</td>
<td>£8,696.53</td>
<td>£7,870.95</td>
</tr>
<tr>
<td>Lift Services</td>
<td>£22,986.53</td>
<td>£22,420.65</td>
</tr>
<tr>
<td>Variable Administration @26%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total for Block Services 2006/07</td>
<td>£111,266.46</td>
<td>£113,508.98</td>
</tr>
</tbody>
</table>

Property Costs for: 3 Westgate House, Westgate Road, Ealing

<table>
<thead>
<tr>
<th>Individual Property Costs</th>
<th>Estimated Property Cost</th>
<th>Actual Property Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>£1,241.20</td>
<td>£1,267.60</td>
</tr>
<tr>
<td>1.117% of block service costs</td>
<td>£1,111.97</td>
<td>£1,074.00</td>
</tr>
<tr>
<td>Insurance</td>
<td>£367.95</td>
<td>£560.00</td>
</tr>
<tr>
<td>Heating</td>
<td>£573.00</td>
<td>£1,074.00</td>
</tr>
<tr>
<td>Fixed Administration Fee</td>
<td>£1,112.54</td>
<td>£1,117.22</td>
</tr>
<tr>
<td>Total individual Property Costs 2006/07</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Final Account Adjustment (The difference between the estimated and actual property costs) (£24.70 Debit)

In accordance with sections 18-30 of the Landlord and Tenant Act 1985 (as amended), this statement is certified as a fair summary of the management and maintenance costs for your block. It also shows the difference between the estimated and actual costs for your property. However, it does not include any amount that you may have been reimbursed for the cost of Major Works under section 20 of the Landlord and Tenant Act 1985 (as amended), which will be invoiced separately.

David Ewart B Sc CPFA
Head of Housing Strategic Projects Finance
How to pay your service charge

We will endeavour to send you a bill 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.

We will debit your service charge account on or around the 15th of each month. The instalment period runs from the first to the last day of each month. If you choose to pay by monthly instalments, you should ensure that your payment reaches us by the 15th day of each month as required by your lease or transfer deed.

There are a number of ways to pay your service charge:

**Telephone payments:** Call Home Ownership Services on 020 8825 8291 or 020 8825 6920 between 9am and 5pm weekdays and 9am and 6pm on Thursday (closed public holidays). Please have your service charge account number and debit card details ready (we do not accept credit cards).

**Internet payments:** Go to www.ealinghomes.net and follow the links for Internet payments. If you are a new user, you will be asked to register before making payment.

**Internet or Telephone Banking:** Contact your bank and arrange to make a direct payment to us. Our bank details are: National Westminster Bank; Account No: 00000000 (eight 0’s); Sort code: 57-66-52. Please provide your service charge account number as a reference number (for example SC001234).

**Paying by cheque:** All cheques should be made payable to ‘London Borough of Ealing’ and posted to Home Ownership Services, Westgate House, Westgate, London WS 1YY. Please write your service charge account number and your property address on the back.

**Payment book:** Will be replaced by Swipe Cards in the near future. You can make payments with your Payment Book at any bank, building society, post office or at the Cashier’s Office at Perceval House, 14-16 Uxbridge Road. New payment books are sent out each February. If you do not have a payment book and want to pay by this method, please contact Home Ownership Services.

**Standing order:** Standing order forms will be sent with your estimates and can be completed and returned to your bank or building society requesting payment of your service charges by the 15th of each month.

**Direct debit:** Please contact Home Ownership Services to request a Direct Debit Form on 020 8825 8291.

**Enquiries**
If you have any questions about your service charges, please contact Home Ownership Services.
**Account statements**

Statements are sent out in January and July each year and show six months of transactions. Please take the time to check your statement carefully. If you have made a payment through your bank that is not shown on the statement you should contact Home Ownership Services immediately providing as much information as possible.

**Service charge arrears**

Your lease or transfer deed states that you have to pay service charges promptly when you receive an invoice. If you have difficulties paying, you should contact Home Ownership Services straight away. The Revenue Team can offer payment advice and discuss payment arrangements to allow you spread the costs over a period. You can also contact the Welfare Benefits Office for advice and help to apply for benefits you may be entitled to. If your account falls into arrears and you do not contact us we will send you a reminder for payment. If you still do not contact us to arrange payment, or if you do not keep to a payment agreement, we can take legal action to recover the money you owe. If you do not pay your service charges on time you are deemed to have broken the conditions of the lease or transfer deed and could lose your property.

**Financial assistance with service charges**

The welfare benefit system may be able to help you if you are unemployed or are suffering financial hardship.

If you are in receipt of income support or Job Seekers Allowance you should inform the Welfare Benefits Office 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 Welfare Benefits Office of any changes to your service charge within four weeks of receipt of the invoice.

**Service charge disputes**

You should continue to pay your service charge even if you dispute it. A Leasehold Valuation Tribunal (LVT) can decide if the charge is reasonable, and if it is not reasonable, can make the council refund the money you have paid.

If you do not agree with your service charge or want to challenge the cost of a service you should contact Home Ownership Services straight away. If they cannot resolve the problem to your satisfaction, you should follow the Complaints Procedure in Chapter 12. If the Complaints Procedure does not resolve the issue to your satisfaction you can apply to the LVT who will make a decision. Please be aware that the LVT 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 LVT is set out in Chapter 9.
4 Major works

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Consultation 24
  Our responsibilities
  Consultation process
  Exceptions to consultation
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Scaffolding and disabled access 26
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Paying for works and payment options 27
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Responsibility for major works

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 entry-phones
- Carrying out improvements and repairs to your estate
- Carrying out external decorations and associated repairs on a recurring basis
- Replacement of 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 your estate.

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. The consultation requirements do not extend to freehold properties. However, we will do our best to notify freeholders of any planned works and their estimated cost before starting.

Under this legislation we must consult affected leaseholders about planned major works where the individual share of the cost is likely to exceed £250 per property. Works which meet this criteria are known as ‘Qualifying Works’ (QW). We are also required to consult leaseholders about service contracts which last more than one year and where the individual share of the cost is likely to exceed £100 per year. Such contracts are known as ‘Qualifying Long Term Agreements’ (QLTA).

The consultation process is set out by law and requires a landlord to send a series of letters known as Consultation Notices for QW or QLTA. The number of notices is determined by the type and length of the proposed contract.

If we intend to carry out QW under a one-off contract, we will typically issue two notices. The first advises you of our intention to carry out works or enter into a long-term agreement and seeks your views or comments. Once we have addressed any comments received and have obtained competitive tenders, we must serve a second notice. This notice advises you of the chosen tender and the estimated share of the cost you will be required to pay. You will again have the opportunity to make comments or observations and we must have due regard to these before the works or contract can proceed.

If we intend to enter into a QLTA, we will again issue two notices. However, if we intend to carry out works under that QLTA, we will issue a third notice which will advise you of your estimated contribution.

If consultation is not carried out, we can only charge each leaseholder a maximum of £250 for major works and £100 per year for service contracts.
Our responsibilities
We will consider the views of all homeowners, and prior to starting major works we will try to arrange meetings to introduce you to the contractors, project manager, consultant and a member of the Home Ownership Services Rechargeable Works Team. However, it is our responsibility to maintain the building or estate and provide services as set out in the lease or transfer deed. **We do not need permission from homeowners for the works to go ahead or for contracts to be agreed.**

The consultation process

**Major Works Required**

- Is cost per property above £250?
  - No: Works are not Qualifying Works; consultation is not required. End of process
  - Yes: Works are Qualifying Works; consultation is required.

  *‘Notice of Intention’ sent to leaseholders and RTA*
  This will contain a description of the proposed works. You have 30 days to make comments or observations.
  If the contract's value is less than £3.5m you have a right to nominate a contractor. Contracts over £3.5m are advertised in the OJEU.
  We consider all written observations and comments. Contract is tendered or advertised in the OJEU. Contractors must meet our standards and conditions. Best tender is selected.

  *‘Notice of Landlord’s Proposals’ sent to leaseholders and RTA*
  This identifies the proposed contractor and sets out your estimated individual cost of the works.
  It includes a summary of comments and responses to the Notice of Intention.
  It gives a time and place for inspecting estimates.
  You have a further 30 days to make comments or observations.
  We consider all written observations and comments and respond to individuals in writing.

  Contractor that submitted best tender is selected
  If an alternative contractor is selected a notice explaining why must be sent to Leaseholders and RTA within 21 days.

- End of process

**Service Contract Required**

- Will contract last more than 1 year?
  - No: Contract is not a Qualifying Long Term Agreement; consultation is not required. End of process
  - Yes: Contract is a Qualifying Long Term Agreement; consultation is required.

  *‘Notice of Intention’ is sent to leaseholders and RTA*
  This will contain a description of the proposed works. You have 30 days to make comments or observations. If the contract’s value is less than £145,000 you have a right to nominate a contractor. Contracts over £145,000 are advertised in the OJEU.
  We consider all written observations and comments and respond to individuals in writing.

  Contractor that submitted best tender is selected.

- End of process

**End of process**

RTA: Recognised Tenants Association
OJEU: Official Journal of the European Union
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 cost unreasonably, we may not be able to follow the full consultation process before starting the works. In such cases we may apply to the Leasehold Valuation Tribunal (LVT) for a dispensation to release us from the consultation procedure to allow us to charge you the full cost.

There is also 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.

The standard of work
We want to ensure all work carried out to your building and estate is of the highest 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. If you are not happy with the standard of work we will investigate and try to put it right during the defects liability period. If you fail to tell us within a reasonable period of time, we may not be able to investigate your comments.

Damage by contractors
All contractors carrying out work for Ealing Homes 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 or any person resident or 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, the contractor’s 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 Home Ownership Services at the time of the incident if you want to make a claim against a contractor.

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 could 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.
Guarantees for works carried out

On major contracts there is a limited defects liability period that varies from six months to a year depending on the nature of the work. For some specific types of work, such as 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. The cost of the copies may be added to the pre-sale administration charge.

Value for money

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

Long-term maintenance contracts

Ealing Homes 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.

European regulations state that works or agreements over a certain value are advertised in the Official Journal of the European Union (OJEU). 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 to a contractor.

Paying for 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 £50 a month would give you £900 in 18 months and could go a long way towards paying for works that will be invoiced upon completion.

We will do our best to send you an invoice for the cost of the works within three months of completion of the contract.

Arrangements to pay for the works must be made within 30 days of the invoice but you will have access to a range of payment options. A payment questionnaire will be sent to you with the invoice so that you can choose your preferred method of payment.
The payment options are:

- Option 1. Prompt payment discount of 2.5%
- Option 2. 12-month interest-free repayment period
- Option 3. Statutory loan
- Option 4. Discretionary loan
- Option 5. Extended interest-free repayment period
- Option 6. Five-year repayment period
- Option 7. Voluntary Charge
- Option 8. Voluntary Charge Plus
- Option 9. Flexible option
- Option 10. Purchase of an equity share of the property

Repayment options are available upon request and are explained in full on our website: [www.ealinghomes.net/majorworks](http://www.ealinghomes.net/majorworks)

### Works charges disputes

You should continue to pay your service charge even if you dispute it. A Leasehold Valuation Tribunal (LVT) can decide if the charge is reasonable, and if it is not reasonable, can make the council refund the money you have paid.

If you do not agree with the charges or want to challenge the cost of works carried out you should contact Home Ownership Services straight away. If they cannot resolve the problem to your satisfaction, you should follow the Complaints Procedure in Chapter 12. If the Complaints Procedure does not resolve the issue to your satisfaction you can apply to the Leasehold Valuation Tribunal (LVT) who will make a decision. Please be aware that the LVT 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 LVT is set out in Chapter 9.

If you have any questions about this section of the handbook you should contact a member of the Home Ownership Services Rechargeable Works Team on 020 8825 6920.
5 Repairs and maintenance

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Repair Link contractors 33
Gas servicing 34
Water leaks 34
Responsibility for repairs and maintenance

This chapter applies for the most part to leaseholders only. If you are a freeholder, the council will only carry out repairs to your estate or a district heating system. All other areas are your responsibility.

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 repair you should check this guide or your lease to see who is responsible for carrying it out before you contact us. Generally, repairs inside your property are your responsibility whilst repairs to communal areas are the responsibility of the council.

If we have to carry out a repair that is your responsibility we will recharge you for the cost plus an administration fee.

### Summary of repair responsibilities

<table>
<thead>
<tr>
<th>Repair Type</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Doors to Flat</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Door</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Door frame (except the area surrounding the frame)</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Door handles</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Door locks</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Lost keys</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Additional security</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Internal doors in flat</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Heating</td>
<td></td>
</tr>
<tr>
<td>Communal boiler</td>
<td>Council</td>
</tr>
<tr>
<td>Radiators and pipes connected to communal district heating system</td>
<td>Council</td>
</tr>
<tr>
<td>Individual heating system</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Room heaters</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Sweeping chimneys</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Fireplaces</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Chimney breasts</td>
<td>Council</td>
</tr>
<tr>
<td>Plumbing</td>
<td></td>
</tr>
<tr>
<td>Burst pipe inside flat</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Tap and tap washers</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Stopcocks, ball valves, bath basin, sink, blocked waste pipes</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Individual hot/cold water tanks inside flat</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Water leaks from plumbed appliances</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Communal main storage tank (in loft) main storage tank (in loft)</td>
<td>Council</td>
</tr>
<tr>
<td>Walls and ceilings</td>
<td></td>
</tr>
<tr>
<td>Structure of party wall</td>
<td>Council</td>
</tr>
<tr>
<td>Structure of internal walls</td>
<td>Council</td>
</tr>
<tr>
<td>Structure of walls to communal areas</td>
<td>Council</td>
</tr>
<tr>
<td>Internal plaster</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Ceilings</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Decorations</td>
<td></td>
</tr>
<tr>
<td>Internal decorations</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Decorations to external /communal areas</td>
<td>Council</td>
</tr>
<tr>
<td>Sheds</td>
<td></td>
</tr>
<tr>
<td>Brick shed structure</td>
<td>Council</td>
</tr>
<tr>
<td>Wooden shed structure</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Doors</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Locks on doors</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Communal Facilities</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Car parking areas</td>
<td>Council</td>
</tr>
<tr>
<td>Communal gardens and lawns</td>
<td>Council</td>
</tr>
<tr>
<td>Communal laundry and facilities</td>
<td>Council</td>
</tr>
<tr>
<td>Communal TV aerial</td>
<td>Council</td>
</tr>
<tr>
<td>Door entry system and handset *</td>
<td>Council</td>
</tr>
<tr>
<td>Lifts</td>
<td>Council</td>
</tr>
<tr>
<td>Communal paths and gates</td>
<td>Council</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Roofs</th>
<th></th>
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<tbody>
<tr>
<td>Roofs</td>
<td>Council</td>
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<table>
<thead>
<tr>
<th>Windows</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Window frames</td>
<td>Council</td>
</tr>
<tr>
<td>Communal windows and glass</td>
<td>Council</td>
</tr>
<tr>
<td>Window handles - UPVC units</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Window fixtures and catches</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Window panes **</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Additional security</td>
<td>Leaseholder</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Electrical</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Communal lighting</td>
<td>Council</td>
</tr>
<tr>
<td>Faults within the flat</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Immersion heater</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Fuses</td>
<td>Leaseholder</td>
</tr>
<tr>
<td>Extractor fans</td>
<td>Leaseholder</td>
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<td>Leaseholder</td>
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<td>Insect/rodent infestation to block ***</td>
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<td>Blockage inside flat</td>
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<td>Gas – Phone Transco - 0800 111 999</td>
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<td>Gas leaks inside flat</td>
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<th>Floors inside flat</th>
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<td>Floorboards</td>
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<td>Skirting boards</td>
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<td>Floor tiles</td>
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<th>Gutters</th>
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<tr>
<td>Concrete screeding (layer smoothing floor surface)</td>
<td>Council</td>
</tr>
<tr>
<td>Gutters</td>
<td>Council</td>
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</tbody>
</table>

* Lost key fob: Call the Housing Area Office to request a new key. A charge will be payable on receipt.
** Call Davies Managed Systems (OCASO) on 0870 420 1168 (24 hours at national rates), quoting policy number 40012 'London Borough of Ealing'. A £50 excess will be payable by credit or debit card before glaziers visit to repair window panes. Response time is generally within a few hours.
*** Insect/rodent infestation to block: Call Pest Control on 020 8825 6644.
Repair Link

Repair Link is the repairs section at Ealing Homes, they play a vital role in maintaining all council properties. Whether your repair is an emergency or scheduled maintenance, Repair Link will deal with your query and give you advice in accordance with the above schedule or terms of the lease.

Repairs can be reported to Repair Link on-line, by e-mail, letter or telephone. Repair Link deal with emergency repairs 24 hours a day 365 days a year (if works are carried out to internal parts of your property you will be charged directly).

Repairs follow a set quality control procedure where Ealing Homes surveyors inspect 10% of works costing less than £1,000 and all works over £1,000 (subject to change). Work identified as substandard through this procedure or from your report will be investigated and corrected.

Planned maintenance to your block will be carried out every five to seven years. We will contact you before works are due to start with a scope of work and estimated cost. See Chapter 4 ‘Major Works’ for more information.

Repair Link will not carry out any internal works to your property. This is your responsibility. Ealing Homes will only carry out works to the pipe and radiators inside your home if you are connected to a district heating system.

Repair Link service response times and contact details

You may only use the repairs service to request a 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 administrative charge. This includes misuse of the emergency repair service for non-emergency work.

An emergency repair is one that if not undertaken quickly could result in personal injury or damage to health. All non-emergencies must be reported to Repair Link during normal working hours.

To ensure that the most urgent repairs are completed first, Repair Link has a system of prioritising different types of works depending on the severity of the repair:

If the repair is going to cost more than £250 per property we will consult with residents before going ahead with the work.

Office hours are: Monday to Friday 8am-5pm
Saturday: 9am–12am
<table>
<thead>
<tr>
<th>Category</th>
<th>Response time</th>
<th>Description</th>
<th>Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency</td>
<td>Response within one working day</td>
<td>Repairs that are necessary to avoid immediate danger to people, flooding, major damage to the property or to make the property secure. Repair work may only be done to make the situation safe.</td>
<td></td>
</tr>
<tr>
<td>Urgent</td>
<td>Completion within three to seven working days</td>
<td>Work that needs to be done quickly to overcome serious inconvenience to the resident, but where there is no immediate health or safety risk.</td>
<td></td>
</tr>
<tr>
<td>Routine</td>
<td>Completion within 20 working days</td>
<td>You will be offered an appointment for a morning or afternoon on a specific day.</td>
<td></td>
</tr>
<tr>
<td>Major repairs and planned maintenance</td>
<td>No set time</td>
<td>Repairs that are complicated or need items to be ‘made up’ or scaffolding put up. These may also include works to maintain the general condition of the property and work that is not essential.</td>
<td></td>
</tr>
</tbody>
</table>

**Repair Link contractors**

<table>
<thead>
<tr>
<th>Repair Link Contractors</th>
<th>Eastern Area (Acton, Chiswick, Ealing, Hanwell)</th>
<th>Western Area (Greenford, Northolt, Perivale, Southall)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day-to-day repairs</td>
<td>Kier Building Maintenance 020 8532 7451</td>
<td>Mears Ltd 020 8561 9600</td>
</tr>
<tr>
<td>Heating and Hot Water</td>
<td>T Brown 0845 263 7343 <a href="mailto:ealing@tbrown.com">ealing@tbrown.com</a></td>
<td></td>
</tr>
</tbody>
</table>
Gas servicing
We take gas safety very seriously. You own the gas appliances in your property and it is your responsibility to ensure they are safe. As well as for health and safety reasons, failure to keep your gas appliances in good order can affect your household insurance cover. All gas consumers are advised to have appliances checked for safety at least once every 12 months by a CORGI registered engineer.

If you let your flat you must ensure your boiler and gas appliances are maintained in a good order and checked every 12 months by a CORGI registered engineer. You must keep a record of the safety checks for at least two years and provide your tenants with a copy of the most recent certificate. See Chapter 8 ‘Moving on and Letting’ or contact the Health and Safety Executive on 0800 300 363 for more advice.

If you let your property by the room you must also make sure you meet the licensing needs of the multiple occupation regulations. See Chapter 8 ‘Moving on and Letting’ or contact the Proactive Housing Team on 020 8825 5115 for more information.

Water leaks
Leaks into your property can be an unfortunate result of living in a block of flats. The council is responsible for carrying out repairs and redecorations to structural or communal parts of the building but you are responsible for any internal repairs or decorations needed to your property.

As soon as you notice a leak call Repair Link who will be able to advise you on what action to take. If you need to carry out works to your property, call Home Ownership Services on 020 8825 9506 to request an insurance claim form before obtaining cost estimates and starting the work. See Chapter 7 ‘Building Insurance’ for more information.
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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.

**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.

Never start work without Landlord’s Consent

**Landlord’s Consent**

You should always check your lease before you start planning any alterations or additions to your property. You must obtain formal written permission known as Landlord’s Consent before you carry out any works. This is a condition of your lease. Some alterations may not be permitted; others may require a lease variation. You should be aware that any works carried out without permission could make it difficult for you to sell your property, 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.

Consent will not be withheld unreasonably

If you are thinking about making alterations please contact Home Ownership Services. We will send you full details about the process, the information we will require and the likely costs. In most cases a surveyor will need to inspect your property. 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.

**Lease variations**

Some alterations may only need a simple letter of consent from the landlord. Others need a lease variation. 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. Without a variation you would not own the extension legally. Variations will lead to legal costs and may also need a valuation and new lease plans. You will have to pay for all these charges.

**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 and Planning Permission.
Building insurance
The building insurance value and the property’s rateable value may have to be increased to reflect the changes and/or increased size of your property. This is to ensure adequate insurance cover continues to be provided for your property and that you continue to pay a fair share of communal charges.

What can be improved?
Listed below are some common alterations and whether or not the alteration or improvement is likely to get Landlord’s Consent.

If Landlord’s Consent or a Deed of Variation is required for your plans, please contact Home Ownership Services. We will advise you of the process and likely fees.

Windows
According to the lease, windows are part of the building and belong to the council. It is the council’s responsibility to maintain, repair and replace them. This means that we will not give you permission to replace the windows or frames. 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.

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 fire 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 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.

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 Homes 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 rebuild value will be reassessed for insurance purposes. Solicitors will then be instructed
to transfer ownership and vary your lease. The variation 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.

**Extensions**

An extension to your property will change the definition of the property and the block that is described in your lease. A lease variation 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 variation can proceed, we will first need to determine if other there are any other leaseholders in your block.

If there are other leaseholders, they too will need lease variations 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 this, we will not be able to provide consent. You may be required to take the matter to the Leasehold Valuation Tribunal (LVT) 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 Homes 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 insurance rebuild 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.

**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. You will have to pay a fee, provide a sketch of your plans and an Ealing Homes surveyor will need to inspect your property.

**Doors and door frames**

Permission is not needed to replace an access door or frame. However, the new door and frame must be the same size as the existing one. You must not alter the size of the opening. The new door and frame must meet fire regulation standards and be installed by a professional. You will be responsible if any damage occurs to the structure of the building.
**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 but the 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.

**Enclosing balconies**
Enclosures are not permitted as they can change the outside appearance of the building and may affect the enjoyment of neighbouring balconies. There may also be safety concerns for the structure of the balcony.

**Television aerials**
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 Repair Link. If your block does not have a communal aerial, you may find an indoor aerial can get a reception.

**Satellite dishes and cable television**
You may not fix any satellite dish to council property without obtaining written consent from the local area office. 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 can 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 analogue TV without a decoder or terrestrial digital TV with a freview box. You can also get access to 95% of satellite TV channels by connecting a decoder to your IRS socket.

**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 works 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 Leasehold Valuation Tribunal (LVT) for a determination that you have broken your lease terms and conditions. This could result in forfeiture of your lease and you could lose your home.
Alterations to your home if you are elderly or disabled

If you are elderly or disabled and find it difficult to access your property or move around inside, you should contact the Occupational Therapy Service on 020 8825 8000. They will advise you about the changes that can be made and can also refer you for a Disabled Facilities Grant from the council.

Discount 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 discount 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.
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- Malicious damage/negligence
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- Premium rate
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This chapter applies to leaseholders only. If you are a freeholder you are responsible for arranging your own insurance.

**Who insures the building?**

The council insures your building and all sold properties in 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 be 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 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.

**Insurance certificates**

Insurance certificates are sent to all leaseholders each year in April and to new leaseholders in their welcome packs. If you do not receive yours, you should notify Home Ownership Services. We will send you a further copy of the annual certificate until the end of May. After May an administration fee will be charged for this service.

**Letting or leaving your property unoccupied for more than 30 days**

It is a condition of your lease that you do nothing 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.

Please advise Home Ownership Services if you let your property or regularly leave it unattended. We will inform the insurance company.

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

**What is included in your insurance?**

The annual insurance certificate and policy booklet give you details about your insurance cover. The policy covers loss or damage caused to the building by the following:

- Fire, lightning, explosion or earthquake
- Aircraft
- Storm, tempest or flood
- Escape of water and frost damage to fixed water tanks, apparatus or pipes
- Escape of oil and smoke damage
- Theft or attempted theft
- Impact
• Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent
• Subsidence, landslip or heave (excluding the first £1,000)
• Damage by falling TV/radio aerials and satellite dishes
• Falling trees, telegraph poles or lamp posts
• Limited accidental damage (e.g. accidental breakage of fixed glass)

Insurance Excess
An excess is payable for all claims made under the policy. This means you will have to pay a set amount for each claim made. The excess is shown on the annual building insurance certificate and whenever you request an insurance claim form.

Responsibility for water leaks
One of the most common reasons for making a claim is water damage. If water has entered your property, take action as quickly as possible. If the water is coming from a property above, try to speak with the occupier to alert them of the problem. If you cannot make contact, call Repair Link on 0800 181 744. Once the leak has stopped, contact Home Ownership Services to request an insurance claim form.

This section sets out the most usual water leak scenarios and who is responsible for carrying out and paying for the repair:

Example 1: Leak into your property is causing internal damage
As a leaseholder you are responsible for carrying out works to repair any internal damage to your property. Call Home Ownership Services, to request a claim form. Then seek estimates for the cost of the work to be carried out. Wait to get confirmation from the insurers before starting the works. If works are urgent you should call Davies Managed Systems (the Loss adjustors on behalf of the Insurers) on 0870 420 1168 to obtain approval for the cost of the works.

Example 2: Leak from your property is causing damage and Ealing Homes has to force entry to your property to stop the leak
If there is a leak from your property we will do our best to contact you. If we are unable to contact you and the leak is severe, we will have no alternative but to force entry into your property. The cost of the forced entry and any works will be recharged to you. An insurance claim form will be attached with the invoice and you may try to reclaim the costs. The keys to the new locks will be held at the local area housing office for collection. To avoid such situations, please ensure that we have your emergency contact details.

Example 3: Leak from your property due to your negligence which has caused structural damage to the building
We are responsible for carrying out works. You will be recharged for the cost of the works. You will not be able to reclaim the cost from the Insurers as the damage was caused by your negligence.
Example 4: Ealing Homes’ action or neglect has caused structural damage to the building
We are responsible for carrying out the works. No charges will be made to you and you can make a claim for damages to your property under the buildings’ insurance. If this claim is rejected you may try to make a claim against the council’s Insurance and Risk Management Section on 020 8825 7310.

Example 5: Leak from your property which has caused damage to a tenanted property
The tenant is responsible for carrying out internal works to their property and should make a claim against their home insurance for the cost. If they do not have insurance they may be able to make a claim against the council.

Windows
Window (glass) replacement needed because of damage is covered by the policy. Call Davies Managed Systems (the loss adjusters on behalf of the Insurers) on 0870 420 1168 (24 hours), quoting policy number 40012 ‘London Borough of Ealing’. A £50 excess will be payable by credit or debit card before glaziers appointed by Davies visit to repair panes. Response time is generally within a few hours.

Alternative accommodation
If damage is substantial and your property cannot be occupied, alternative accommodation may be arranged. The cost of alternative accommodation while works take place is covered by the insurance up to a maximum cost of 20% of the insured rebuild value of your property. An excess will be payable on any claim made. This excess cannot normally be claimed back unless it can be proved that the damage was caused by third party negligence.

Example: This means that if your property’s insured value is £100,000 then accommodation costs up to a maximum of £20,000 less the excess, is covered by the insurance.

Wear and tear is not covered
The building insurance covers damage or loss caused by unforeseen events only. The policy does not cover routine repairs or maintenance needed to the building or communal areas, unless they are made as a result of one of the risks listed above.

Damage to communal areas
If damage is caused by an insured risk to communal areas we will advise you of the cost and send you an insurance claim form. It is your responsibility to make a claim. The insurers will reimburse you directly (less the excess) for any valid claims. We will charge the cost of the repair to you through your service charge.

Malicious damage/negligence
If malicious damage has been done to your property, you must report the incident to the police and obtain a crime reference number to give to the insurers with your claim for the damage.

Insured risk causing damage to fixtures, fittings and decorations
The property itself is insured and any fixtures or fittings (such as kitchen units or sanitary fittings) and decorations will also be covered if they are damaged by one of the risks
described above. For example, if a pipe bursts in the property above and damages the plaster on the walls of your property, you may be able to make a claim under the building insurance policy.

The contents of your property ARE NOT covered by the building insurance. We strongly advise you to make your own arrangement for contents insurance to cover your belongings such as carpets, curtains, furniture, electrical equipment, etc.

How the insurance premium is calculated

**Insurance premium**
The insurance premium is the annual amount you pay for the building insurance cover. It is calculated by multiplying the rebuild value of your property by the premium rate. Twenty percent of the premium collected is paid to the council which is used to offset the cost of staff time spent processing insurance claims, dealing with enquiries, producing and posting insurance certificates, consultation notices and related paperwork.

**Rebuild value**
The rebuild value is the cost of rebuilding your property as estimated by a qualified surveyor. It was first determined by the council’s surveyors at the time the Right to Buy was exercised, and is based on a number of factors such as the cost of materials and labour, the structure of the building, the size of your property and where it is located in the building. The rebuild value is index linked which means that the sum insured is increased automatically each year in line with rebuilding costs as measured by the Building Cost Information Service (BCIS) index.

**Premium rate**
This is the fraction applied to the rebuild value to work out the premium. In setting the rate the insurance company takes into account the risks, claims history and insurance needs of all council owned properties across the Borough. This is what is meant by a block policy. The insurance company sets one rate each year that applies to all properties.

*Example:* Your property has a rebuild value of £100,000. The premium rate quoted by the insurers is £1.26 per £1000 of cover. Your insurance premium is (£100,000 x £0.00126) = £126.

**Increasing the sum insured**
If you feel your property is underinsured, we can arrange for the rebuild value to be increased but all requests have to be made in writing. You should review the sum insured at regular intervals and take into account any improvements or alterations that may affect the rebuild value of your property.

- Mortgage lenders may want to increase the insurance cover to protect their investment and may make the increase a condition of giving you a mortgage.
- We will let you know how much the new annual premium is. You will have to pay the difference between the existing insurance premium and the new one before the increase can be processed. The new premium will be calculated for the rest of the financial year from the date required.
The rebuild value of your property does not relate to the market value of your property. The rebuild value is the cost in terms of materials and labour of rebuilding your property. This is often much lower than the market value.

**Decreasing the sum insured**

Your property’s cover can be reduced if a qualified member of the Royal Institute of Chartered Surveyors values the property for building insurance purposes and sends us evidence to support the valuation. Please note the valuation would have to be done at your own cost.

**How to make a claim**

If you need to make an insurance claim against your building insurance you should contact Home Ownership Services who will send you a claim form.

You should complete the form and return it to us with at least two estimates for the works to be carried out. We will record the information and send it to the loss adjusters who investigate the claim on behalf of the insurance company. They may need to inspect your property before approving any claims. Once the claim has been forwarded to the loss adjusters they will deal directly with you until your case is closed.

**If you want to make a claim, you should not carry out any repairs without first getting the approval of the insurers.** If the claim is urgent, contact Davies Management Systems 0870 420 1168.

**Emergency claims**

If you need to make an emergency claim or carry out emergency works, you should contact Davies Managed Systems (the loss adjusters on behalf of the Insurers) on 0870 420 1168 (24 hours), quoting **policy number 40012 ‘London Borough of Ealing’** to get their permission to proceed. If you do not, they may refuse to repay your costs.

**Time limit for making a claim**

You have **90 days** from the date of the damage to make a claim to the insurers, any claim made after this time will be automatically rejected. If you are making a claim for personal injury or damage to person the insurers must be informed within 30 days from the date the injury took place.

**How to make a complaint about the insurance?**

If you have a complaint about the building insurance service you should first write to Home Ownership Services. We will do our best to deal with your complaint. If you remain dissatisfied you can make a formal complaint to Ealing Homes. Please see Chapter 12 for details on how to make a complaint.

If you are unhappy about the way the loss adjusters or insurance company have dealt with a claim or with their decision you can complain directly to the insurance company. Details on how to make a complaint to the insurers are set out in the general conditions policy booklet.
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- Houses in multiple occupation
- Energy performance certificate
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.

Right of First Refusal

The Right of First Refusal only applies to properties that were purchased under the Right to Buy and where the application for the Right to Buy was received on or after 18 January 2005. If you purchased your property on the open market, or if you applied for the Right to Buy before 18 January 2005, your property will not be subject to the Right of First Refusal.

The Right of First Refusal is a clause that is inserted into a lease or transfer deed when a property is sold under the Right to Buy. The clause remains valid for 10 years from the date of the sale. If your property is subject to this clause you must first offer to sell it back to the council. On receipt of your offer the council must decide whether to accept or decline your offer. If you do not receive a response within 8 weeks, or if your offer is declined, you will be free to sell your property on the open market. For more information, please contact Home Ownership Services.

Home Information Pack

When you need it

If you want to sell your property you need a Home Information Pack. The law states that from 14 December 2007 all properties put on the market must have one, whatever their size. A HIP must be available for your property no later than four weeks after it is placed on the market so you should commission a HIP before advertising it for sale. You have to provide the HIP free to any potential buyer but you may charge a reasonable fee for copies and postage.

What it includes

A HIP is a collection of useful and descriptive information about your property. It must contain a copy of the lease, details of the sale statement, local authority searches, evidence of title and an Energy Performance Certificate advising how to cut CO2 emissions and fuel bills. HIPs were introduced to give buyers background information about a property before they get to the exchange stage of the sale. The intention is that a HIP will highlight problems at the start of the sale process and help reduce the number of sales falling through, thereby saving both seller and buyer time and money.

Quality of the pack

We recommend you buy a pack from a solicitor and that you specify it is ‘transferable’ or ‘portable’ and that it includes searches carried out by a Local Authority. If you get a HIP that is not portable, perhaps from an estate agent, it may not be yours to use with other agents and you could end up having to buy a new pack if you take your property off the market or want to advertise with several estate agents. Searches not carried out by Local Authorities are likely to be incomplete as a private company may only be able to access
a fraction of the information available to a Local Authority. Solicitors are likely to request full searches when the sale is going through and this may mean you have to pay more for a full search later. Make sure you question HIP providers who claim they provide official searches as an ‘official’ search may not mean it has been carried out by a Local Authority.

How much it costs
Take care when selecting a HIP provider, there are many on the market and prices vary greatly. A quality pack is likely to cost around £400 - £500. Many companies and estate agents will offer lower prices but they may have tie-ins stopping your from using the pack with other agents or the pack may not meet the required standard once you start the sale process, causing you to pay more later.
For more information, visit www.homeinformationpacks.gov.uk

Government HIP and EPC contact details
Email: homeinfopacks@communities.gsi.gov.uk
Write: Home Ownership Policy Branch, Department for Communities and Local Government,
2/9 Eland House, Bressenden Place, London, SW1E 5DU
Tel: 020 7944 4400

HIP certification schemes
BRE (Buildings Research Establishment); www.breinspector.co.uk; Tel 01923 664 829
RICS (Royal Institution of Chartered Surveyors); www.rics.org/hips; Tel 0870 333 1600
SAVA (Surveyors and Valuers Accreditation Ltd); www.sava-cs.org.uk; Tel 0870 837 6500

Pre-sale enquiry
When your sale is in progress, the buyer’s solicitor will generally request information and account balances about your service charges, major works that have been consulted or are planned, buildings insurance and various other details. Your solicitor or Home Information Pack (HIP) provider 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.

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.
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. There is a fee for registering the charge and a discount if the transfer of assignment and charge are sent together.

Paying back the 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. The rules on when and how much of the discount will have to be repaid are set out in your lease or transfer deed. You will also have to pay an administration fee to the council’s Legal Department.

If you applied for the Right to Buy before 18 January 2005 your must repay 1/3 of the Right to Buy discount for each year before the three-year discount period ends. For example, if your discount was £16,000, you would be required to repay £16,000 if you sold in the first year, £10,667 if sold in the second and £5,333 if sold in the third year.

If you applied for the Right to Buy after the 17 January 2005 and sell your property within 5 years of buying the amount of the discount to be repaid is based on a percentage of the resale value of the property after deducting the value of any improvements made since the purchase.

Example:
If the value of a property was £100,000 when the Right to Buy offer was accepted and the discount given was £16,000 then the discount percentage is 16% of the property price.

If the property increases in value by £10,000 each year the discount percentage will be applied to the resale value and that amount is then reduced by a one fifth each year until 5 years have passed and no part of the discount will have to be repaid.

Based on the example above, the table below shows how much of the discount you would have to repay if the property was sold within five years of buying.

<table>
<thead>
<tr>
<th>Year</th>
<th>Discount repayment</th>
<th>Resale value</th>
<th>Example repayment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sell within 1 year</td>
<td>Pay back whole discount</td>
<td>£110,000</td>
<td>£110,000 * 16% * 1 = £17,600</td>
</tr>
<tr>
<td>Sell within 2 years</td>
<td>Pay back 4/5 of discount</td>
<td>£120,000</td>
<td>£120,000 * 16% * 4/5 = £15,360</td>
</tr>
<tr>
<td>Sell within 3 years</td>
<td>Pay back 3/5 of discount</td>
<td>£130,000</td>
<td>£130,000 * 16% * 3/5 = £12,480</td>
</tr>
<tr>
<td>Sell within 4 years</td>
<td>Pay back 2/5 of discount</td>
<td>£140,000</td>
<td>£140,000 * 16% * 2/5 = £8,960</td>
</tr>
<tr>
<td>Sell within 5 years</td>
<td>Pay back 1/5 of discount</td>
<td>£150,000</td>
<td>£150,000 * 16% * 1/5 = £4,800</td>
</tr>
<tr>
<td>Sell after 5 years</td>
<td>No repayment</td>
<td>£160,000</td>
<td>£0.00</td>
</tr>
</tbody>
</table>

For more information or to find out how much discount you will be required to repay, contact Home Ownership Services.
Moving out temporarily
If you are away from home for a long period, you should inform Home Ownership Services and leave your forwarding address and telephone number in 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 and that if your property is regularly left unattended the insurers have reserved the right to change the terms and conditions of the insurance policy.

Letting your property

Who to inform
As a homeowner you don’t need permission to let your property, but you must inform Home Ownership Services on behalf of the council. This is a condition 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 buildings insurance cover.

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 (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 tenants change.

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 such as a water or gas leak, burst pipe etc. which requires immediate attention. We can only add a new correspondence address if you confirm it to us in writing.

Your responsibilities
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.
Gas Safety
Under the Gas Safety (Installation and Use) Regulations 1998, you as landlord will have a duty to ensure the gas appliances and flue provided for your tenants are maintained in a safe condition at all times. You must also have your appliances checked by a CORGI registered engineer once each year and you must provide your tenants with a copy of the safety check. For more information, visit www.hse.gov.uk/gas/domestic/gas_law.htm

Houses in Multiple Occupancy (HMO)
If you let your property to several people on a room-by-room basis 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 valid for five 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 visit www.ealing.gov.uk/services/housing/hmos/index.html or contact the Proactive Housing Team on 020 8825 6622.

Energy Performance Certificate (EPC)
From the 1 October 2008 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 Houses in Multiple Occupation (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. If you are already letting your property on the 1 August 2008 you do not need to give your current tenants a copy of the EPC, but each new tenant must be given a free copy.
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.

EPC accreditation schemes
BRE (Buildings Research Establishment); www.breassessor.co.uk; Tel 01923 664 829
Elmhurst; www.elmhurstenergy.co.uk; Tel 0870 0850 490
NES; www.nher.co.uk; Tel 0870 837 6500
Northgate; www.northgate-dea.com; Tel 0117 906 4404
RICS (Royal Institution of Chartered Surveyors); www.rics.org/hips; Tel 0870 333 1600
EPC Ltd; www.epc-solutions.co.uk; Tel 08458 123999
Quidos; www.quidos.co.uk; Tel 01373 475520
Home Inspector Certification Ltd; www.hicertification.co.uk; Tel 0800 0842074

Government HIP and EPC contact details
Email: homeinfo packs@communities.gsi.gov.uk
Write: Home Ownership Policy Branch, Department for Communities and Local Government,
2/J9 Eland House, Bressenden Place, London, SW1E 5DU
Ring: 020 7944 4400
9 Legal rights

Your rights under the general law 54
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Inspecting invoices and receipts
Carrying out an independent management audit
Protection from forfeiture

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Leasehold Valuation Tribunal (LVT) 55
Recognised Tenants’ Associations (RTA) 55
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 services or works carried out are done to a reasonable standard. You can apply to a Leasehold Valuation Tribunal if you think the service charges or works are unreasonable. Only the LVT 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
You can ask to see all the invoices or receipts that make up the service charges within six months of receiving your final accounts. We do not charge you for looking at these directly, but the cost of making them available form part of the management charges. We will make a reasonable charge if you want photocopies. 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. They can do this by appointing a qualified person to examine the management of the leasehold properties. The costs of employing an auditor must be paid by the leaseholders making the appointment.

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. Not paying your service charges is an example of breaking the conditions of your lease.

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.

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 common hold property. You can telephone them on 020 7374 5380 or see their website www.lease-advice.org for more information.
Leasehold Valuation Tribunal (LVT)

A Leasehold Valuation Tribunal (LVT) is an independent panel of professionals with knowledge of the management of leasehold property who consider applications made on leasehold or service charge issues and disputes. The LVT application fee is between £50 and £350, depending on the size of the amount in dispute, plus a fee of £150 for the hearing. You can apply individually or with other leaseholders. Please be aware that there may be administrative and legal costs to pay as well. If you want more information you can ask Home Ownership Services or LEASE for a copy of the booklet “Residential Long Leaseholders – A guide to your rights and responsibilities” published by the Communities and Local Governments Department or you can download a copy from www.communities.gov.uk/publications/housing/booklet

The flowchart on the next page sets out the procedure and likely outcomes of an application to the LVT.

Recognised Tenants’ Associations (RTA)

You can join with other tenants or leaseholders in a Residents Association. The association’s secretary can then seek recognition from the council or the London Rent Assessment Panel Recognition is typically given to one RTA per estate only, which has at least 60% of the estate’s leaseholders and tenants as members.

An RTA has rights to information over and above those of individual leaseholders or tenants; 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.
Leasehold Valuation Tribunal (LVT) procedure

Claimant fills in application form and returns it with fee to the local panel office. Say on form if case is urgent.

Receipt confirmed within 14 days

Court Officer checks application to make sure all needed information is included

Copy of the application is sent to the respondent

Case can be decided on paperwork alone

All papers must be sent to LVT by a set date (no fee)

LVT will consider the case and send decision to the parties

Fast track:
- Case is straightforward
- Hearing takes place within 10 weeks of application

Standard track:
- Case is more complex

Chairman decides if pre-trial review is needed

Pre-trial preview (no fee):
- To see how much can be agreed
- To add any more parties to the case
- To decide what needs to be done before hearing

Directions sent to parties giving:
- List of tasks
- Timetable for hearing
- Appointment to view property

If needed a preliminary hearing can be held to decide if the LVT has power to decide the case (no fee)

Hearing fee must be paid within 14 days of invoice

Hearing:
- Held by chairman and 1-2 other LVT members
- Claimant and opposite party both attend

Decision:
- Usually within 6 weeks of hearing
- Sometimes given at the end of the hearing
- Normally each party pays their own costs

Appeal: To Lands Tribunal. Ask the LVT for permission to appeal within 21 days of decision
10 Your surroundings

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Heaters  60
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Cleaning and caretaking

The council is responsible for the upkeep and maintenance of communal areas such as entrances, halls and staircases. Most caretaking and cleaning takes place from Monday to Friday to avoid inconvenience to residents at weekends. The service is managed by Estate Services.

**The Caretaking Team will ensure:**
- All internal communal areas are cleaned weekly. This includes floors, walls, stairs, windows, doors, handrails and banisters, and some litter picking
- Lifts are inspected on a daily basis and faults are reported to a lift engineer on the same day
- Health and Safety checks are carried out in your block on a daily basis
- Communal windows are cleaned both internally and externally twice a year
- Bulk refuse is removed within five days of it being reported
- Deep cleaning is undertaken where necessary
- Jet and steam cleaning is carried out where necessary
- Bin and chute areas are jet washed twice a year.

Senior Caretakers and an independent Quality Officer carry out quality checks.

Refuse and street cleaning services

Please help us keep your estate clean and do not dump rubbish or drop litter. All household rubbish should be placed in dustbins 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. Take larger items directly to the bin room or the local recycling depot.

Contractors have been appointed to collect rubbish and proved street cleaning services on behalf of the council. Estate Services manage the contract through a service level agreement with the council 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 three cubic metres within three working days, or on the scheduled cleaning day if this is sooner
- The removal of all fly-tips between three to ten cubic metres within three working days
- The removal of 90% of all fly-tips over ten cubic metres by seven working days
- The removal of emergency fly-tips within an hour
- Weekly refuse collections to all blocks and twice a week for blocks in larger estates
- Inspections of paladin bins twice a year; cleaning, repairing and replacing when necessary.

The council offers a specialist service if you have large items you would like to dispose of. For a small fee, the council will remove up to eight items of heavy or large waste such as fridges, televisions, etc. Please contact the council on 020 8825 6000 for more information or to make a booking.
Garden maintenance

You are responsible for the upkeep and maintenance of a private garden. The council is responsible for the upkeep of communal gardens only and has appointed contractors to carry out the following duties:

- Cut grass
- Cut grass edgings against paths every January
- Cut grass edgings of shrub beds every February
- Prune rose beds at the correct times of the year
- Clean debris from rose beds on a monthly basis
- Ensure shrub beds are maintained free of weeds and debris
- Prune shrubs when required.

Estate Services manage the contract through a service level agreement with the council and are responsible for ensuring quality standards are met.

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 to maintain healthy tree stocks throughout the borough or to prevent trees from causing a legal nuisance
- Inspect 90% of dangerous trees within 24 hours
- Carry out 90% of priority inspections within five working days
- Carry out 90% of routine inspections within three to five weeks.

A maintenance programme is underway to inspect trees in the Borough. This includes recording their location, the number of trees, the species of the trees and their condition. Estate Services manage the contract through a service level agreement with the council and are responsible for ensuring quality standards are met.

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 on 020 8825 6000. Our aim is to remove all graffiti within 24 hours of it being reported. Estate Services manage the contract through a service level agreement with the council and are responsible for ensuring quality standards are met.

The removal of graffiti from estate property is not free and will be recharged proportionately to homeowners on the estate.

Abandoned vehicles

Abandoned or untaxed vehicles are removed from council roads and estates when requested by Ealing Homes’ staff or local residents. Please report all abandoned or
untaxed vehicles to the council on 020 8825 6000. The council’s Envirocrime Officers will stick warning notices on abandoned vehicles giving owners seven days to remove them. The council will remove the vehicle within seven days of the warning notice expiry. Estate Services manage the contract through a service level agreement with the council and are responsible for ensuring quality standards are met.

The removal of abandoned vehicles from estate property is not free and will be recharged proportionately to homeowners on the estate.

Pest control and infestations
The Pest Control Team offers an advice service about rats, mice, wasp nests, tropical ants, squirrels, cockroaches, fleas and bed bugs. If your property is exclusively affected, you may be required to pay for an individual treatment. If the whole block is affected, your property will be treated as part of a block treatment. This is provided for within your service charge. Estate Services manage the contract through a service level agreement with the council and are responsible for ensuring quality standards are met.

The Pest Control Team will not deal with foxes, pigeons or bees.

Repairs and maintenance
The caretaker will endeavour to report any communal defects and problems to Repair Link or to the local area housing office. If you notice anything in the communal areas that needs to be repaired you should report it to Repair Link. As a homeowner, you are responsible for all repairs within your property.

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 Repair Link. If you have an individual heating system within your property, you are responsible for all maintenance issues.

Please refer to Chapter 6 ‘Alterations and Improvements’ if you would like to disconnect your property from the district system.

Heaters
The use of paraffin heaters and bottled gas heaters is not allowed in the building. 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.

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 Repair Link.
Door entry systems

The council has installed door entry systems into many of its 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 area housing office.

Replacement keys for door entry systems can be obtained from your local housing office for a fee.

Car parking

You can usually park your own vehicle in the parking area on your estate. Parking is not a right but is allowed as long as any notices or rules set out by the local area housing office and your lease are followed. You may not:

- Park large 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.

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

Animals

You do not 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.

Barbecues and fires

Fires are not permitted in communal gardens. Please dispose of waste using the refuse collection service or by taking your waste to a local recycling depot. If you have a private garden, please be respectful and considerate of your neighbours and ensure that you do not cause nuisance. You must also ensure that adequate safety provisions have been made.

- Please be respectful and considerate of neighbours when planning a barbecue. You must ensure that smoke from the barbecue and noise from the event do not cause nuisance to your neighbours. You must also ensure that adequate safety provisions have been made.
- All reports of nuisance will be investigated and appropriate action will be taken.
Antisocial behaviour, nuisance and harassment

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Antisocial behaviour and nuisance  64
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  Dealing with noise nuisance

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Peaceful enjoyment
Everyone has the right to enjoy his or her home environment peacefully. Antisocial behaviour does not allow residents to do this and if it is serious and deliberate, such behaviour may amount to harassment, which is a criminal offence.

Antisocial behaviour and nuisance
Antisocial behaviour and nuisance can include threatening behaviour or persistent noise from things such as music, children, pets and car engines. It can also include leaks into another property or smoke from fires. You must respect your neighbours’ privacy and comfort and you may not cause any type of nuisance to others. If you do cause or allow your children, tenants, visitors or pets to cause nuisance, you will be in breach of your lease and we will take action against you.

It is also a breach of the tenancy agreement if a council tenant causes noise or annoyance to you or other neighbours.

Show consideration
Here is some practical advice:
• Talk to your neighbours about noise and find out if you are causing any nuisance with your levels of noise
• Remember that speech can carry as much as any other sound, especially at night
• Keep music at acceptable levels, especially if you have the windows open
• Do not put stereos and radios against shared walls. Instead, put them on a piece of carpet or rubber to help deaden sound vibration
• Do not play music loudly at any time, and turn down further all music, TV or radio after 11pm until 7.30am; or use headphones
• If you have a dog, do not leave it barking in your home or out in the garden
• Do all your domestic cleaning or DIY activities between 8am-6pm during weekdays, between 9am-1pm on Saturdays and not at all on Sundays.

Dealing with noise nuisance
If you experience noise nuisance, these are the steps you should take to try to resolve it:
• First, speak with your neighbour and ask them politely to stop the noise
• If the noise continues, make a note of the type of noise, when it takes place and how long it goes on for
• You should then contact Ealing Homes’ Antisocial Behaviour Team to explain the problem. Your complaint will be investigated and if there is enough evidence and the nuisance is serious court action can be taken against the offenders
• You can also contact the Noise and Nuisance Team at Ealing Council for advice on 020 8825 8111 (Mon-Fri 8:30pm-midnight) or 020 8825 5000 (Fri 11pm-Sat 4am and Sat 11pm-Sun 4am).
• In some cases, court action can be taken against offenders
• You can also take private action through the courts against the person causing the noise. You should get advice from a solicitor or the Citizens Advice Bureau. If court action is taken you may be asked to give evidence and attend the court hearing.
Harassment
Harassment is the deliberate interference with the peace, comfort or safety of someone because of race, ethnic origin, religion, sex, sexual orientation, disability or appearance and includes graffiti, damage to the property, verbal abuse, threats and physical attacks.
We will not tolerate harassment in any form. We take all reports of harassment very seriously and aim to provide help and support to victims and take speedy action against offenders using legal powers.

Reporting antisocial behaviour
If you or members of your household are subjected to antisocial behaviour, you should contact your local Antisocial Behaviour (ASB) Team. It will help if you can note down what happened, the date and time, and a description of the person or persons creating the problem.
An ASB officer will investigate and make a report of the incident. Where there is sufficient evidence, we will take action against any tenant or homeowner found to be creating the problem and they could face eviction or forfeiture of their lease.

Action we can take
We will not tolerate acts of abuse or violence and we will work together with the police to crack down on antisocial behaviour. We will:
• Investigate the complaint with the police if necessary
• Send warning letters
• Take legal action
• Interview the person allegedly undertaking antisocial behaviour and any witnesses providing we have your permission
• Use antisocial behaviour contracts to curb the behaviour of children and young people
• Use legal remedies such as antisocial behaviour orders and injunctions
• If you are at risk, provide you with extra security.
Complaints

How to make a complaint  68
Informal Complaints
Formal Complaints

Still dissatisfied?  68
Impartial review
The Local Government Ombudsman
Leasehold Valuation Tribunal (LVT)
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 instructions below. We will endeavour to resolve problems as quickly and completely as possible.

**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. Your comments will be reviewed and you will be provided with a response within six working days.

**Formal Complaints**

If the problem is persistent or has not been rectified, or if the complaint is about more than one service area you can contact the Service Improvement Officer on **020 8825 8666** to make a formal complaint. Formal complaints normally receive a response within 10 working days. If it is going to take longer than 10 days to investigate the matter we will tell you why and when to expect a response.

**Still dissatisfied?**

If you are not satisfied with the response you can request the Service Improvement Officer to escalate the complaint. There are three stages of escalation. If at the end of Ealing Homes’ three-stage complaints procedure you still feel your complaint is unresolved you can refer your complaint to the council for an impartial review or to the Local Government Ombudsman.

**Impartial review**

If at the end of Ealing Homes’ three-stage complaints procedure you still feel your complaint is unresolved you can escalate it to the Impartial Review stage by contacting the council’s **Housing Complaints Officer** on **020 8825 8855**. The complaint will be finally reviewed by Ealing Homes’ Chief Executive and the council’s Director of Housing who will write back advising you of the outcome. Any further referrals should be made to the Local Government Ombudsman.

**The Local Government Ombudsman (LGO)**

The 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 only investigates complaints which have already been through a council’s complaints procedure and which claim that the council:

- Did something wrong, or
- Failed to do something it should have done and
- As a result, the person making the complaint has suffered a wrong.
Complaints to the Ombudsman
If you want to make a complaint to the Ombudsman it must be in writing. You will find it helpful to look first at the leaflet: “Complaint about the council? How to complain to the Local Government Ombudsman” or call the LGO advice line on 0845 602 1983.
You can download a copy of this leaflet from the Local Government Ombudsman website on http://www.lgo.org.uk/pdf/howcompconcouncil.pdf or contact the Ombudsman directly on 0845 015 4033.

Powers of the Ombudsman
The Ombudsman cannot question a policy decision made by the council or provide general advice about local government services. If the Ombudsman upholds your complaint they will recommend a way for the council to resolve the matter. The council will then either have to do as suggested by the Ombudsman or explain in a local paper the reasons for their actions and why they will not follow the recommendations.

Leasehold Valuation Tribunal (LVT)
If none of the above complaints procedures resolve the issue to your satisfaction, bringing a case to the LVT may be a last resort. The LVT is a Tribunal and its decision is binding on all parties. See Chapter 9 for more information.
Glossary of terms and definitions
Here is a glossary of terms and definitions that you may find useful.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
</table>
| 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.                      |
| Communal areas/Common parts               | Parts of the building or estate that can be used by all residents, such as stairs, lifts, paths, communal gardens and so on. |
| 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 regularly, usually as part of a repeat programme.          |
| Common parts or demised premises          | This includes your property, garage or other structure specifically set out in your lease. |
| Enfranchisement                          | A process allowing leaseholders to buy the freehold of their block if all the conditions under the lease or the general law are met. |
| Fixtures and fittings                     | Items in your property that cannot easily be removed and are considered part of the property such as kitchen units, bathroom suite, light fittings and any 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 and require you to vacate it. |
| Freehold                                  | Absolute ownership of the property and the land it on.                    |
| Ground rent                               | Rent paid to the landlord during the lease. This is a small yearly sum paid by the leaseholder to the freeholder as recognition of the legal contract between them. |
| 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                                     | A contractual agreement that describes the ownership of a property and sets out the responsibilities and rights between the landlord (the council) and the leaseholder. |
| Leasehold                                 | The ownership of a property in a building where leaseholders are responsible for paying service charges and ground rent for a set period of time. |
| Leaseholder or Lessee                      | A person who has been given the lease by the landlord. Also known as the ‘tenant’. |
| Leasehold Valuation Tribunal (LVT)        | A legal body 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. |
| Mortgagee                                 | A bank or building society lending the money to buy a property.            |
| Mortgagor                                 | Someone who has borrowed money from a bank or building society to buy a property. |
| Rateable value                            | A value given to each property by the Inland Revenue originally used for local taxation but now used to apportion service charges across each block or estate. |
| Section 20 Notice                         | The consultation letter we are required to send you when we intend to carry out works that will cost more than £250 per property. |
| Service charge                            | A payment made by the homeowner to the freeholder to pay for services provided and cost of carrying out the freeholder’s repair responsibilities. |
| Subletting                                | When you rent out part, or all, of your property.                         |
| Tender                                    | When the council advertises with a detailed specification to invite builders and contractors to submit their best price for carrying out works or providing a service. |
| Transfer Deed                             | A document that transfers the ownership of a property.                     |
14 Key acts and notices

Right to buy
Housing Act 1985
Housing Act 2004

Leasehold management
Landlord and Tenant Act 1985
Landlord and Tenant Act 1987
Leasehold Reform, Housing and Urban Development Act 1993
Housing Act 1996
Commonhold and Leasehold Reform Act 2002
Some of the most commonly used Acts and Notices are listed below.

**Right to buy**

**Housing Act 1985**
- Gave the Right to Buy and set the minimum and maximum percentage discounts to depend on the number of years spent as a secure tenant. On 27 March 2003, the Government limited the discount to £16,000 in Ealing and other Boroughs.
- Section 125 Notice - Describes the property that is being sold, the price and discount; provides estimates of service charges and qualifying works that will be payable in the first five years of ownership. Provides details of any known structural defects and the terms and conditions of the sale.
- Section 128 - Gives tenants the right to have the Right to Buy value reviewed by the District Valuer.

**Housing Act 2004**
- Increased the period of secure tenancy to qualify for Right to Buy from two to five years (applies to new tenancies after the 18 Jan 2005)
- Amended the discount repayment calculation to apply a percentage of the resale price.
- Amended the discount repayment period from three years to five years.
- Introduced an anti-profiteering measure by making the full discount repayable if an agreement to resell the property in the future is made before or during discount period.
- Gave the landlord the Right of First Refusal on properties resold within 10 years of the Right to Buy.

**Leasehold management**

**Landlord and Tenant Act 1985 (LTA 85)**
- Section 20 – Set out that a landlord must consult leaseholders about works over a certain limit.
- Section 20B – A landlord must invoice leaseholders within 18 months of costs being incurred. Where a Landlord is unable to do this, Section 20B allows a landlord to extend this period by serving a Notice.

**Landlord and Tenant Act 1987**
- Set out the right to seek variations in the lease.

**Leasehold Reform, Housing and Urban Development Act 1993**
- Defined the Right to Enfranchisement. Was amended by Housing Act 1996 and Commonhold and Leasehold Reform Act 2002 to relax some of the requirements.

**Housing Act 1996**
- Gave the Leasehold Valuation Tribunal power to decide service charge disputes and curbed a landlord’s rights of forfeiture.
Commonhold and Leasehold Reform Act 2002

- Section 151 - (in force 31 Oct 2003) – Replaced and expanded the consultation requirements of Section 20 of the LTA 1985 but retained the title of ‘Section 20’. Landlords must consult leaseholders about works where the share of the costs exceed £250 per property or about long-term agreements where any individual annual share of costs exceed £100 in any year.
- Stated that ground rent cannot be demanded more than 60 days before the due date.
- Phase 2 (September 2003) and Phase 3 (February 2005) – Set out that the landlord must satisfy a Leasehold Valuation Tribunal or Court that the lease has been breached before seeking forfeiture. Debts must also be more than £350 or outstanding over three years.
Directory

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<th>Telephone Fax</th>
<th>Address</th>
<th>Website E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ealing Homes</td>
<td>Vary</td>
<td>Westgate House West Gate London W5 1YY</td>
<td><a href="http://www.ealinghomes.net">www.ealinghomes.net</a></td>
</tr>
<tr>
<td>Ealing Council</td>
<td>020 8825 6000</td>
<td>Perceval House 14-16 Uxbridge Road London W5 2HL</td>
<td><a href="http://www.ealing.gov.uk">www.ealing.gov.uk</a></td>
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</table>

Leasehold and Service Charge Administration

<table>
<thead>
<tr>
<th>Department and service</th>
<th>Telephone Fax</th>
<th>Address</th>
<th>Website E-mail</th>
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<tbody>
<tr>
<td>Home Ownership Services:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue Team</td>
<td>Tel 020 8825 8291</td>
<td>Home Ownership Services, Ealing Homes, Westgate House, West Gate, London, W5 1YY</td>
<td><a href="mailto:homeownership@ealinghomes.net">homeownership@ealinghomes.net</a></td>
</tr>
<tr>
<td>Rechargeable Works Team</td>
<td>Tel 020 8825 6920</td>
<td></td>
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<tr>
<td>Home Ownership Team</td>
<td>Tel 020 8825 9506 Fax 020 8825 7663</td>
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General Services

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<thead>
<tr>
<th>Department and service</th>
<th>Telephone Fax</th>
<th>Address</th>
<th>Website E-mail</th>
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<tbody>
<tr>
<td>Abandoned vehicles</td>
<td>020 8825 6000</td>
<td>Ealing Council, Perceval House, 14-16 Uxbridge Road, London, W5 2HL</td>
<td><a href="mailto:customers@ealinghomes.net">customers@ealinghomes.net</a></td>
</tr>
<tr>
<td></td>
<td>020 8825 8593</td>
<td></td>
<td><a href="mailto:caretaking@ealinghomes.net">caretaking@ealinghomes.net</a></td>
</tr>
<tr>
<td>Area Housing Office</td>
<td>Tel 020 8825 8822 Fax 020 8825 5920 Eastern Area (Acton, Ealing, Chiswick, Hanwell) Tel 020 8825 8833 Fax 020 8825 6362 Western Area (Greenford, Hayes, Northolt, Perivale, Southall)</td>
<td>Eastern Area Housing Office, PO Box 64414, London, W5 9GX Western Area Housing, 301 Ruislip Road, Greenford, UB6 9SE</td>
<td><a href="mailto:housingeast@ealinghomes.net">housingeast@ealinghomes.net</a> <a href="mailto:housingwest@ealinghomes.net">housingwest@ealinghomes.net</a></td>
</tr>
<tr>
<td>Asset and Investment</td>
<td>Tel 020 8825 7641</td>
<td>Asset and Investment, Westgate House, West Gate, London, W5 1YY</td>
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</tr>
<tr>
<td>Chutes and bin rooms</td>
<td>Tel 020 8825 8593</td>
<td>Estate Services, Golf Links Office, Fleming Road, Southall, UB1 3PF</td>
<td><a href="mailto:caretaking@ealinghomes.net">caretaking@ealinghomes.net</a></td>
</tr>
<tr>
<td>Service</td>
<td>Contact Information</td>
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<tr>
<td><strong>Cleaning and caretaking</strong></td>
<td>Tel 020 8825 8593 Estate Services, Golf Links Office, Fleming Road, Southall, UB1 3PF</td>
<td></td>
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<tr>
<td>Communal areas</td>
<td><a href="mailto:caretaking@ealinghomes.net">caretaking@ealinghomes.net</a></td>
<td></td>
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<tr>
<td><strong>Estate Services</strong></td>
<td>Tel 020 8825 8593 Estate Services, Golf Links Office, Fleming Road, Southall, UB1 3PF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manage cleaning and caretaking, refuse and street cleaning services, garden and tree maintenance, abandoned vehicles, graffiti removal and pest control</td>
<td><a href="mailto:caretaking@ealinghomes.net">caretaking@ealinghomes.net</a></td>
<td></td>
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<tr>
<td><strong>Garden maintenance</strong></td>
<td>Tel 020 8825 6000 Ealing Council, Perceval House, 14-16 Uxbridge Road, London, W5 2HL</td>
<td></td>
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</tr>
<tr>
<td>Managed by Estate Services</td>
<td><a href="mailto:customers@ealing.gov.uk">customers@ealing.gov.uk</a></td>
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<tr>
<td><strong>Graffiti</strong></td>
<td>Tel 020 8825 6000 Ealing Council, Perceval House, 14-16 Uxbridge Road, London, W5 2HL</td>
<td></td>
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<tr>
<td>Managed by Estate Services</td>
<td><a href="mailto:graffiti_flytipping@ealing.gov.uk">graffiti_flytipping@ealing.gov.uk</a></td>
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<tr>
<td><strong>Lighting</strong></td>
<td>Tel 020 8825 8593 Estate Services, Golf Links Office, Fleming Road, Southall, UB1 3LP</td>
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<tr>
<td>Managed by Estate Services</td>
<td><a href="mailto:caretaking@ealinghomes.net">caretaking@ealinghomes.net</a></td>
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<tr>
<td><strong>Litter picking</strong></td>
<td>Tel 020 8825 6000 Ealing Council, Perceval House, 14-16 Uxbridge Road, London, W5 2HL</td>
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<tr>
<td>Managed by Estate Services</td>
<td><a href="mailto:customers@ealing.gov.uk">customers@ealing.gov.uk</a></td>
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<tr>
<td><strong>Pest control</strong></td>
<td>Tel 020 8825 6644 Pest Control, Ealing Council, Perceval House, 14-16 Uxbridge Road, London, W5 2HL</td>
<td></td>
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<tr>
<td>Managed by Estate Services</td>
<td><a href="mailto:pestcontrol@ealing.gov.uk">pestcontrol@ealing.gov.uk</a></td>
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<tr>
<td><strong>Recycling</strong></td>
<td>Tel 020 8825 6000 Perceval House 14-16 Uxbridge Road Ealing, W5 2HL</td>
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<tr>
<td><strong>Refuse collection</strong></td>
<td>Tel 020 8825 6000 Ealing Council</td>
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<tr>
<td>Domestic refuse</td>
<td><a href="mailto:customers@ealing.gov.uk">customers@ealing.gov.uk</a></td>
<td></td>
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<tr>
<td>Managed by Estate Services</td>
<td><a href="mailto:caretaking@ealinghomes.net">caretaking@ealinghomes.net</a></td>
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<tr>
<td>Collection of bulky items (up to 8 large items collected for a fee)</td>
<td><a href="mailto:customers@ealing.gov.uk">customers@ealing.gov.uk</a></td>
<td></td>
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<tr>
<td><strong>Street Services</strong></td>
<td>Tel 020 8825 6000 Ealing Council, Perceval House, 14-16 Uxbridge Road, London, W5 2HL</td>
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<td></td>
</tr>
<tr>
<td>Litter picking</td>
<td><a href="mailto:customers@ealing.gov.uk">customers@ealing.gov.uk</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Removal of fly tips</td>
<td><a href="mailto:caretaking@ealinghomes.net">caretaking@ealinghomes.net</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weed spraying on hard surfaces</td>
<td><a href="mailto:trees@ealing.gov.uk">trees@ealing.gov.uk</a></td>
<td></td>
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<tr>
<td>Managed by Estate Services</td>
<td><a href="mailto:caretaking@ealinghomes.net">caretaking@ealinghomes.net</a></td>
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<tr>
<td><strong>Tree Maintenance</strong></td>
<td>Tel 020 8825 6000 Ealing Council, Perceval House, 14-16 Uxbridge Road, London, W5 2HL</td>
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<tr>
<td>Managed by Estate Services</td>
<td><a href="mailto:trees@ealing.gov.uk">trees@ealing.gov.uk</a></td>
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</table>
### Repairs

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<tr>
<th>Department and service</th>
<th>Telephone</th>
<th>Address</th>
<th>Website</th>
<th>E-mail</th>
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</thead>
</table>
| Repair Link All repairs | Tel 0800 181 744  
   9am - 5pm Mon - Fri  
   9am - 12pm Sat | Repair Link, Westgate House,  
   West Gate, London, W5 1YY | repairs@ealinghomes.net        |                         |
| Emergency repairs      | Tel 0800 181 744 (outside office hours) |                             |                                 |                         |
| Lift repairs           | Tel 0800 181 744 (working hours)  
   Tel 020 8825 5000 (evenings and weekends) |                             |                                 |                         |
| Gas Emergency Helpline | Tel 0800 111 999 |                             | www.nationalgrid.com           |                         |

### Anti-social behaviour, nuisance and harassment

<table>
<thead>
<tr>
<th>Department and service</th>
<th>Telephone</th>
<th>Address</th>
<th>Website</th>
<th>E-mail</th>
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</thead>
</table>
| Anti-social behaviour  | Tel 0800 011 3920  
   Eastern Area (Acton, Ealing, Chiswick, Hanwell) | Eastern Area Housing Office,  
   PO Box 644414, London W5 9GX | asb@ealinghomes.net          |                         |
|                        | Tel 0800 011 3932  
   Western Area (Greenford, Hayes, Northolt, Perivale, Southall) | Western Area Housing,  
   301 Ruislip Road, Greenford, UB6 9SE |                         |                         |
| Noise and Nuisance     | Tel 0800 011 3920  
   Eastern Area (Acton, Ealing, Chiswick, Hanwell) | Eastern Area Housing Office,  
   PO Box 644414, London W5 9GX | asb@ealinghomes.net          |                         |
| Ealing Homes           | Tel 0800 011 3932  
   Western Area (Greenford, Hayes, Northolt, Perivale, Southall) | Western Area Housing,  
   301 Ruislip Road, Greenford, UB6 9SE |                         |                         |
| Ealing Council         | Tel 020 8825 8111 (weekdays 20:30 - midnight)  
   Tel 020 8825 5000 (weekends 23:00 - 04:00) |                             |                                 |                         |
| 24 hour Racial Harassment Hotline | Tel 0800 374 618                      | Dominion Arts Education Centre,  
   112 The Green, Southall,  
   Middlesex, UB2 4BQ | www.monitoring-group.co.uk  
   achopra@monitoring-group.co.uk |                         |
| Child Line             | Tel 0800 1111                     | ChildLine, Freepost NATN1111,  
   London E1 6BR | www.childline.org.uk         |                         |
| Crimestoppers          | Tel 0800 555 111                  |                             | www.crimestoppers-uk.org     |                         |
| Ealing Community Safety Unit  
   - Investigation of hate crimes | Tel 020 8246 9617                  |                             | www.met.police.uk/ealing/csu.htm |                         |
### Resident involvement

<table>
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<tr>
<th>Department and service</th>
<th>Telephone</th>
<th>Address</th>
<th>Website</th>
</tr>
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<tbody>
<tr>
<td>Ealing Homes Independent Leaseholder Association (EHILA)</td>
<td>Tel 020 8825 9506 Fax 020 8825 7663</td>
<td>EHILA, C/O Home Ownership Services, Ealing Homes, Westgate House, West Gate, London, W5 1Y</td>
<td><a href="mailto:EHLAcommittee@googlemail.com">EHLAcommittee@googlemail.com</a></td>
</tr>
<tr>
<td>Contact Home Ownership Services and your query will be forwarded to a committee member.</td>
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</table>

### Letting

<table>
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<tr>
<th>Department and service</th>
<th>Telephone</th>
<th>Address</th>
<th>Website</th>
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</thead>
<tbody>
<tr>
<td>Home Ownership</td>
<td>Tel 020 8825 9506 Fax 020 8825 7663</td>
<td>Home Ownership Services, Ealing Homes, Westgate House, West Gate, London, W5 1YY</td>
<td><a href="mailto:homeownership@ealinghomes.net">homeownership@ealinghomes.net</a></td>
</tr>
<tr>
<td>Notification of letting</td>
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<tr>
<td>Gas Safe</td>
<td>Tel 0800 408 5500</td>
<td>Gas Safe Register, PO Box 6804, Basingstoke, Hampshire, RG24 4NB</td>
<td><a href="mailto:enquiries@gassaferegister.co.uk">enquiries@gassaferegister.co.uk</a></td>
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<tr>
<td>UK Gas watchdog</td>
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</tr>
<tr>
<td>Energy Performance Certificates (EPCs)</td>
<td>Vary</td>
<td>Vary</td>
<td><a href="http://www.epcregister.com">www.epcregister.com</a></td>
</tr>
<tr>
<td>Proactive Housing Team</td>
<td>Tel 020 8825 6622</td>
<td>Proactive Housing Team, Ealing Council, Perceval House, 14-16 Uxbridge Road, London, W5 2HL</td>
<td><a href="mailto:privatehousing@ealing.gov.uk">privatehousing@ealing.gov.uk</a> <a href="http://www.ealing.gov.uk/services/housing/hmos/index.html">www.ealing.gov.uk/services/housing/hmos/index.html</a></td>
</tr>
<tr>
<td>Housing Multiple Occupation (HMO)</td>
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### Insurance claims and queries

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<th>Department and service</th>
<th>Telephone</th>
<th>Address</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Ownership Services</td>
<td>Tel 020 8825 6108 Fax 020 8825 7663</td>
<td>Home Ownership Services, Westgate House, West Gate, London, W5 1YY</td>
<td><a href="mailto:homeownership@ealinghomes.net">homeownership@ealinghomes.net</a></td>
</tr>
</tbody>
</table>
### Davies Managed Systems (Loss Adjustors)
- **Quote policy number:** 40012 ‘London Borough of Ealing’
- **Address:** Canute House, Durham Wharf Drive, Brentford Lock, Brentford, TW8 8HR
- **Contact:** Tel 0870 420 1168 (24 hours), Fax 0870 420 1128
- **Website:** [londonwest@dcla.co.uk](mailto:londonwest@dcla.co.uk)

### Ealing Council Insurance and Risk Section
- **Address:** Insurance section, Ealing Council, Perceval House, 14-16 Uxbridge Road, London, W5 2HL
- **Contact:** Tel 020 8825 7310, Tel 020 8825 8816
- **Website:** [Insurance@ealing.gov.uk](mailto:Insurance@ealing.gov.uk)

### Public services

<table>
<thead>
<tr>
<th>Department and service</th>
<th>Telephone</th>
<th>Address</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Control (Ealing Council)</td>
<td>Tel 020 8825 8230</td>
<td>Building Control Services, PO box 15151, London, W5 2YW</td>
<td><a href="mailto:bcontrol@ealing.gov.uk">bcontrol@ealing.gov.uk</a></td>
</tr>
<tr>
<td>Council Tax (Ealing Council)</td>
<td>Tel 0208 825 7050</td>
<td>Revenues, London Borough of Ealing, PO Box 1344, London, W5 2BY</td>
<td><a href="mailto:revenues@ealing.gov.uk">revenues@ealing.gov.uk</a></td>
</tr>
<tr>
<td>Home Information Packs (HIPS)</td>
<td>Vary</td>
<td>Vary</td>
<td><a href="http://www.homeinformationpacks.gov.uk/homeinfopacks@communities.gsi.gov.uk">www.homeinformationpacks.gov.uk/homeinfopacks@communities.gsi.gov.uk</a></td>
</tr>
<tr>
<td>Planning Permission (Ealing Council)</td>
<td>Tel 020 8825 6600</td>
<td>Planning, PO Box 14941, London W5 2YP</td>
<td><a href="mailto:planning@ealing.gov.uk">planning@ealing.gov.uk</a></td>
</tr>
<tr>
<td>RICS – Royal Institute of Chartered Surveyors</td>
<td>Tel 0870 333 1600, Fax 020 7334 3811</td>
<td>RICS Contact Centre, Surveyor Court, Westwood Way, Coventry, CV4 8JE</td>
<td><a href="mailto:contactrics@rics.org">contactrics@rics.org</a></td>
</tr>
</tbody>
</table>

### Health and safety

<table>
<thead>
<tr>
<th>Department and service</th>
<th>Telephone</th>
<th>Address</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Safe</td>
<td>Tel 0800 408 5500</td>
<td>Gas Safe Register, PO Box 6804, Basingstoke, Hampshire, RG24 4NB</td>
<td><a href="mailto:enquiries@gassaferegister.co.uk">enquiries@gassaferegister.co.uk</a></td>
</tr>
<tr>
<td>Ealing Fire Brigade</td>
<td>Tel 0800 284 428</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental Health department</td>
<td>Tel 020 8825 6633</td>
<td>Pollution Control Team, Environmental Health and Consumer Services, Perceval House, 14-16 Uxbridge Road, London, W5 2HL</td>
<td><a href="mailto:pollutioncontrol@ealing.gov.uk">pollutioncontrol@ealing.gov.uk</a></td>
</tr>
<tr>
<td>Health and Safety Executive (HSE)</td>
<td>Tel 0845 345 0055</td>
<td></td>
<td><a href="http://www.hse.gov.uk">www.hse.gov.uk</a></td>
</tr>
</tbody>
</table>

### Benefits agencies and debt counselling

<table>
<thead>
<tr>
<th>Department and service</th>
<th>Telephone</th>
<th>Address</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age Concern</td>
<td>Tel 0800 009 966</td>
<td>Age Concern England, Astral House, 1268 London Road, London, SW16 4ER</td>
<td><a href="http://www.ageconcern.org.uk/">www.ageconcern.org.uk/</a></td>
</tr>
</tbody>
</table>
### Debt helpline
Tel 0808 808 4000 (Freephone)  
Fax 0121 410 6230  
National Debtline, Tricorn House,  
51-53 Hagley Road, Edgbaston,  
Birmingham, B16 8TP  
www.nationaldebtline.co.uk

### Financial helpline
Tel 0800 389 6339  
Fax: 01543 263959  
Financial Helpline Ltd, Unit 8,  
Elmhurst Business Park, Park  
Lane, Elmhurst, Lichfield,  
WS13 8EY  
www.debtadviceline.co.uk

### Welfare Benefits (Department of Work and Pensions)
Tel 0845 600 2773 (under 60 years of age)  
Tel 0845 606 0265 (over 60 years of age)  
Department of Work and Pensions (DWP), Ealing District Office, PO Box 6, Glasgow,  
G4 0WY  
www.dwp.gov.uk/

### Legal advice
<table>
<thead>
<tr>
<th>Department and service</th>
<th>Telephone</th>
<th>Address</th>
<th>Website</th>
</tr>
</thead>
</table>
| Citizen's Advice Bureau | Tel 0870 1269500  
Fax 020 8955 4674 | Town Hall, Heathfield Terrace,  
London, W4 4JN | www.adviceguide.org.uk/ |
| Ealing Legal Centre | Tel 020 8574 2434 | 11b King Street, Southall,  
UB2 4DF | |
| Law For All Not for profit charity | Tel 020 8758 0668 | 191 The Vale, Acton, W3 8QS | info@lawforall.org.uk |
| Leasehold Advisory Service (LEASE) | Tel 020 7374 5380  
Fax 020 7374 5373 | 31 Worship Street, London,  
EC2A 2DX | www.lease-advice.org  
info@lease-advice.org |
| Southall Rights | Tel 020 8571 4920 | 54 High Street, Southall,  
UB1 3DB | |

### Complaints
<table>
<thead>
<tr>
<th>Department and service</th>
<th>Telephone</th>
<th>Address</th>
<th>Website</th>
</tr>
</thead>
</table>
| Ealing Homes  
• Complaints  
• Compliments  
• Suggestions | Tel 020 8825 8666 | Service Improvement Officer, Information and Communications Team,  
FREEPOST, LDN16139, London,  
W5 2BR | complaints@ealinghomes.net |
| Local Government Ombudsman | Tel 0845 602 1983 or  
024 7682 1960  
Fax 024 7682 0001 | The Local Government Ombudsman, PO Box 4771,  
Coventry, CV4 0EH | www.lgo.org.uk |
| Leasehold Valuation Tribunal | General: Tel 0845 600 3178  
Regional: Tel 020 7446 7700  
Fax 020 7637 1250 | Residential Property Tribunal Service, 10 Alfred Place, London,  
WC1E 7LR | www.rpts.gov.uk |
| Lands Tribunal | Tel 020 7029 9780  
Fax 0207 029 9781 | The Lands Tribunal, Procession House, 55 Ludgate Hill, London,  
EC4M 7JW | www.landstrIBunal.gov.uk/ |
If you would like this information in large print, audio or Braille... call 0800 181744

**Typetalk** 18001 0800 181744

**If English is not your first language...**
If you would like to discuss this information with someone who speaks your own language, call this freephone number: 0800 181744

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**Ealing Homes**