The Leaseholders Handbook

A guide to everything you need to know about being a leaseholder with EastendHomes

www.eastendhomes.net
If you have any questions or comments you can phone Home Ownership Services on 020 7517 0424, contact your local housing centre or write to us at:

EastendHomes
3, Resolution Plaza, Spitalfields, London E1 6PS
It is also registered with the Homes and Communities Agency as a Registered Provider of Social Housing.

EastendHomes has adopted the National Housing Federation (NHF) Code of Governance (2015) and a self assessment against this code is completed each year. EastendHomes complies with its adopted code of governance.

The Board of Management is comprised of a mixture of resident members nominated by residents; local authority members nominated by the London Borough of Tower Hamlets; and independent members. The non-executive directors are responsible for the overall strategic direction of EastendHomes.

Our head office is located in Spitalfields, and we have four local housing centres, each of which is responsible for the management of an estate.

EastendHomes is proud of the service it provides, and we will always try to improve our level of service to you whenever we can.

Our Commitment to Leaseholders

• We will achieve the comprehensive regeneration of our estates, and bring about a sustained improvement in the homes and the quality of life for all of our residents
• We are committed to providing an excellent housing management and maintenance service to our leaseholders
• We will provide local housing centres on our estates
• We will act at all times as a reasonable and responsible landlord
• We will provide an accountable cost-effective service for leaseholders
• We will respect and protect the rights of our leaseholders
• We will maintain the block in which you live
• We will provide accurate information about our service charges
• We will provide a dedicated team of staff responsible for collecting service charges
• We will provide equality of service so that all residents are treated equally, regardless of age, gender, race, disability, sexual orientation, language, social background or religion

EastendHomes is a company limited by guarantee, governed by its Memorandum and Articles of Association and a registered charity administered by a voluntary Board of Management.

About EastendHomes
As a leaseholder you have a legal contract with EastendHomes. This contract is known as the lease. We are required to manage and maintain the structure, exterior and common areas of the block and to collect contributions from all the leaseholders for works we carry out.

Keep a copy of your lease in a safe place. You should have been given a copy when you purchased your property. If you have a mortgage on the property your lender may have the original lease.

There are three different types of leases granted for EastendHomes properties but there are similar requirements in all of them.

In general there are two main sections in a lease. The first relates to the general covenants, which can only be changed by our agreement with you. The other section relates to the schedules. These regulations can be changed by us but we must tell you about any changes we introduce.

Your lease includes the following:

- Brief definitions of some of the terms used in the lease
- EastendHomes’ obligations as your landlord and your obligations as leaseholder
- How the service charge is worked out
- The rules and regulations that the leaseholder has agreed to
- The part of the building your lease refers to and the part which is owned by EastendHomes

Summary of what you must do, whichever type of lease you have:

- You must keep your home in good repair and condition. This includes all fixtures and fittings, water, gas and electrics and pipes that serve your home
- You must give EastendHomes four weeks’ written notice if you sell your home or sublet your home
- You must pay your Ground Rent
- Pay all other charges for which you are liable
- You must pay your service charges in accordance with the terms of your lease or as agreed with EastendHomes.
- You must pay any repayable discount if you sell your property
- You must obtain written permission from EastendHomes before you make any alterations to the internal structure or the outside of your home
- You must allow EastendHomes access to inspect the property
- If your property is served by a communal heating and hot water system your lease states you cannot disconnect from it
- You must allow EastendHomes into your home to carry out emergency repairs that are affecting other residents
- You must use your property solely for private residential use
- You must show consideration to neighbours in the restriction of music and other noise
- You must not erect an external aerial on your property
- You must not install security grilles to your front door or windows
- You must not replace your existing front entrance door with a door that is not fire safety compliant
- You must not sublet your home for more than 12 months unless you pay the relevant fee and enter into a deed to ensure that your tenant(s) observe and perform the covenants of the lease
- You must indemnify your landlord against any enforcement action that affects your home
- You must keep all drains within your home free from obstruction
- You must not place signboards, placards or advertisement in any window, balcony or on the exterior of the premises
• You must not replace your flooring with laminate, ceramic or other types of wooden or artificial hard floor covering without permission
• You must ensure the floors are carpeted and have underlays
• You must not keep pets in your home without permission

Summary of what EastendHomes must do whichever type of lease you have

• We must keep the main structure and outside of your home in good condition. This includes the roof, outside walls and foundations.
• We must keep shared water tanks, mains water, sewage, drains, electrics, gas, water pipes, rubbish chutes, lifts, and door entry systems and shared TV aerials in good condition.
• We must insure the building (but we are not responsible for insuring the contents of your home).

We will charge you for any work that we carry out.

Breaches of the lease

Your lease is a contract and EastendHomes will take appropriate action whenever it becomes aware that a leaseholder is acting against the terms of their lease. This could include:
• Unapproved works to the property
• Improper use of the property
• Refusal of access to EastendHomes staff
• Anti-social behaviour including harassment and neighbour nuisance by yourself, family, friends, guests, visitors present within the curtilage of the building
• Failure to pay service charges
• Failure to pay your Ground Rent
• Failure to control the behaviour of your tenants where you sublet your flat
• Dumping rubbish outside your property

In all cases, EastendHomes will first write to the leaseholder giving notice that they are required to remedy the breach. If it continues, further action will be taken which could include seeking an injunction and in extreme cases forfeiture of the lease. This last step could mean losing your home.

Should you breach the terms of your lease for any reason, particularly those terms relating to the maintenance and state of repair of your property, this could invalidate your insurance cover and leave you personally liable for any consequential loss or damages incurred as a result.

Leaseholders who believe that EastendHomes has breached their obligations should first contact us. We will work with you to try to resolve the issue. If the issue cannot be resolved, you can refer the breach to a First Tier Tribunal.
Your service charge is the money you pay towards the day-to-day running costs to your block and estate including insuring the building. Major works includes repairs and improvements to your block and estate which are carried out once leaseholders are consulted. All leaseholders pay service charges.

How we work out your annual service charge

Each year in March, we will send you a demand showing your estimated service charge for the next financial year. Our financial year runs from 1 April to 31 March. We do our best to make this estimate as accurate as possible, and base it on what we have spent in previous years. Some elements of the estimated charge such as repairs to the block can vary significantly whilst other estimates such as those relating to caretaking costs should be fairly accurate in terms of the estimate. Your service charge is due for payment on receipt of the estimate. If you have bought your property part way through the financial year on the open market you will be liable for the full year’s service charge.

By October we will send you a statement of the actual money we spent in the previous financial year. If we have overestimated your service charge, we will pay this money back into your service charge account. If we have underestimated it, we will add this money to your service charge account and we will explain why. Any change to your service charge account is based on independently audited accounts to make sure that the service charges are correct. The accountants will check that we have charged jobs to the right block or estate, so customers in one block are not paying for work carried out to another block.

If we have not been able to issue you with a statement of actual charges by October we will write to you. You will also get a summary of your rights and responsibilities. We have to send you a copy of this summary by law. This will include how to check the amount that we have spent on services to your estate and block. If when you receive your bill, you find you do not agree with any of the items on the service charge statement, please let us know. We will keep a copy of the original bill and we will be able to explain the costs to you. We will do our best to give you a full explanation and to make our statements as clear and as accurate as possible.

Depending on where you live, your annual service charge could cover:

Improvement Team

The Improvement Team consists of 3 permanent staff. Their current programme includes cleaning of paladin bins, deep cleaning of stairs and removal of graffiti. The team have made significant improvements to the general appearance of communal areas. EEH apportionment method.

Building Insurance

This is the cost of insuring the block in which the property is located. The premium covers repair and rebuild costs in the event of damage.

In order to minimise the cost to you EastendHomes insures its entire stock under one policy. EEH apportionment method.

Estate Caretaking

This service covers the cost of cleaning the communal areas of the estate in which your property is situated. Costs include staffing costs, cleaning materials, and transport. Estate apportionment method.

Bulk Refuse

This charge is for a dedicated EastendHomes team to ensure bulk refuse is removed from the estates to prevent obstructions, health and safety and fire risks. Estate apportionment method.

Estate Horticulture

This service covers the cost of maintaining communal green spaces, shrubs, plant beds and trees on your estate. It involves cutting grass, trimming hedges, pruning bushes and shrubs and planting flowers. Estate apportionment method.

Estate Repairs & Maintenance

This service covers the cost of responsive repairs to your estate as opposed to work to individual blocks within the estate. Estate apportionment method.
Handyperson
The handyperson undertakes minor brick repairs, paving repairs, clearance of gullies and some minor plumbing and carpentry work. Their work is not solely estate based as they do undertake some small minor repairs for tenants.

A percentage of the costs are chargeable to tenants only with the other percentage chargeable to all our residents in the block. **Estate apportionment method.**

Housing Centre
This charge covers the cost of providing the Neighbourhood Housing offices. This includes staffing costs and office overheads. **Estate apportionment method.**

Block Caretaking
This service covers the cost of cleaning of your block. **Block apportionment method.**

Door Entry
This service covers the cost of maintaining door entry systems provided to your block. The contract covers planned maintenance checks and minor repairs. **Block apportionment method.**

Block Horticulture
This service covers the cost of maintaining the green spaces, shrubs and plant beds specific to your block. **Block apportionment method.**

Drainage
This service covers the cost of all drainage callouts and works specific to your block. **Block apportionment method.**

Lift
This service covers the cost of having a 24-hour maintenance contract for lifts and any lift repairs required. **Block apportionment method.**

Refuse Container
This cost covers the hire of large wheeled waste containers where we collect rubbish and recycling. **Block apportionment method.**

Block Repairs & Maintenance
This service covers the cost of responsive repairs specific to your block. It does not cover pre-planned maintenance or capital works. Integral commercial units will also pay a contribution towards this service. **Block apportionment method.**

**TV Aerial**
This service covers the cost of maintaining any communal TV Aerial provided for use at your building. **Block apportionment method.**

Concierge
This service covers the cost of the concierge service, where provided. **Block apportionment method.**

Communal Energy
This service charge covers the cost of supplying electricity to lifts, communal lighting, door entry systems, estate lighting etc. **Block apportionment method.**

Communal Boiler Fuel
This service covers the cost of providing fuel for the communal heating and/or hot water from by a central boiler system where provided. **Block apportionment method.**

Electrical Heating
This service covers the cost of providing heating powered by electricity where provided. **Block apportionment method.**

Communal Heating Repairs & Maintenance
This service covers the cost of repairing and maintaining the communal heating boiler, distribution pipework and associated controls. **Block apportionment method.**

Pest control
This service covers the cost of treating pests in homes blocks and on estates. **EEH apportionment method.**

Ground Rent
This is usually a nominal charge, which leaseholders with a long lease of more than 21 years are required to pay to the freeholder who owns the land upon which the building stands.

Administration Charges
If we grant approvals under your lease, provide information or documents or you fail to pay your ground rent or service charges, or we need to correct a breach of the lease, we may request you to pay our reasonable administration fee which is non-refundable. This includes:

- Resale of your flat. The purchaser’s solicitors will require detailed information
- Re-mortgage or further advance request
- Application for permission to carry out alterations or improvement works
- Extending your Lease to a further 90 years
- Subletting your home for more than 12 months

Apportionment Methods

**EEH:** this takes the service cost and divides it by the floor area of all the properties benefiting from the service in EastendHomes. We then multiply this by the floor area of your property to get your charge.

**Estate:** this takes the estate service cost and divides it by the total floor area of all properties benefiting from the service on your estate. We then multiply the resulting figure by the floor area of your property to get your charge.

**Block:** this takes the cost of the service to your block and divides it by the total floor area of all properties in your block. We then multiply the resulting figure by the floor area of your property to get your charge.
Easy ways to pay your service charges

Your service charge payment card lets you pay at some local shopping outlets or in a variety of other ways. You can use your payment card at any outlet displaying one of the following signs. Simply take your payment card to the counter with your payment. You will be given a printed receipt as proof of payment. You should keep this in a safe place.

Post office
You can pay at any post office with cash, cheques, debit cards, or by postal order.

PayPoint
You can pay by cash at any local shop displaying the PayPoint logo.

Direct Debit
You can pay your service charge by Direct Debit. Phone us on 020 7517 0424 to set up a regular payment. We will take care of everything else. You will receive a confirmation through the post of the payment arrangement. Paying your service charge by direct debit offers a hassle-free solution if you worry about paying your bills on time. You will need to have a bank or building society account before you can set up a direct debit.

Internet payments
Pay over the internet. Make sure you have your payment card and your debit card. Log on to www.allpay.net and click where you see ‘Make a payment’.

Telephone payments
Pay over the phone. Make sure you have your payment card and your debit card. Telephone 0870 243 6040 and follow the simple instructions. If you have any questions or you just want to know the balance on your service charge account, please get in touch. We will also be able to help you if your card is lost, damaged or stolen, phone 020 7517 0424.

Helping you deal with debt
You need to pay your service charges regularly and on time – but we understand that sometimes it can be a struggle. If you get into service charge arrears you need to pay them off as quickly as you can. If you do not pay your service charges you could be subject to forfeiture proceedings, which could mean you may lose your home.

Money Management support
EastEndHomes works with local advice providers, and can arrange for you to see someone who will help you to budget. We will refer you to someone offering free, impartial and confidential advice.
Homeowner advice surgeries

Alternatively, if you prefer to deal with our own staff then phone the Home Ownership Team on 020 7517 0424 to make an appointment at one of our advice surgeries.

We hold monthly advice surgeries for each local housing area.

If you get behind with your service charge payments we will:

- deal with service charge arrears in a confidential and sympathetic way and explain what will happen if your debt continues to increase
- help you to clear arrears by making a reasonable payment agreement with you
- take immediate and firm action if you do not contact us

Dispute Resolution Process

EastendHomes aims to provide a fair and reasonable service charge calculation and collection service for its homeowners. However there may be occasions when a homeowner feels dissatisfied with works or services, or feels that EEH have miscalculated or charged for works and services that may have not been completed or received. This process aims to address and resolve these issues and is applicable to the actual charge which has been demanded. Should you dispute your service charges or major works you must tell us what specific element of charge you are disputing.

First-Tier Tribunal (Property Chamber - Residential Property)

If you feel that we have acted unreasonably in charging you for our services you can take your case to a First-tier Tribunal (FTT). They are an independent statutory body set up to determine, amongst other things, the reasonableness of service charges. The FTT will hold a hearing and will hear both sides of the argument. The FTT will make a decision based on the evidence, and will give you their decision as soon as possible after the hearing. You must apply to the FTT in writing and you must pay a fee. If you have access to the internet, you can either download forms on the FTT website at www.rpts.gov.uk or else you can phone the FTT on 020 7446 7700. The address is: First-tier Tribunal (Property Chamber), 10 Alfred Place, London, WC1E 7LR. See www.justice.gov.uk/tribunals/residential-property
Major works and improvements

This section sets out your rights and responsibilities as a leaseholder in relation to major works to your block or estate and aims to answer any questions that you may have about major works.

Leaseholder consultation on major works

We have a duty to consult leaseholders on our proposed major works prior to entering into an agreement with a contractor.

EastendHomes must consult you about any works or services to your building or estate where you are likely to contribute more than £250 per leaseholder for works to the building or estate, and £100 per leaseholder in respect of services such as a long-term contract.

To ensure that all of EastendHomes’ properties are kept in good condition, we regularly carry out surveys on our blocks and estates which assist us in producing a five year major works programme. If any works are identified, we will draft a specification of the works needed and you will be able to review this information.

For any proposed major works or contract you will receive two formal notices required under section 20 of the Landlord & Tenant Act 1985 as amended by Section 151 of the Commonhold and Leasehold Reform Act 2002. At each stage you have the right to make observations. We will consider any observations made and respond to them. You may receive a third notice if the lowest tender was not successful.

The key consultation stages set out below are for major works where leaseholders pay towards the cost of works. The notices will be issued to all leaseholders and the Chair of any recognised tenants’ association.

The requirement under the law is defined under two headings:

- Qualifying works
- Qualifying Long-Term Agreements

Qualifying works

These are works carried out to the building or the estate. We must consult with you if the works will cost more than £250 per leaseholder. If consultation is not undertaken the maximum that can be recovered from each leaseholder is £250.

Qualifying Long-Term Agreements

These are services with an independent organisation or contractor that are for a 12 month period or more. We must consult you if the cost of services exceeds £100 per leaseholder in any one year.

EastendHomes has let an asset management contract, which is a qualifying long-term agreement, for a period of 10 years from July 2017. This contract was competitively tendered and leaseholders were fully consulted prior to the appointment of the contractor.

Contracts let under the Integrated Asset Management contract

Where a scheme of works is let under this contract, if the works will result in any leaseholder paying more than £250 for those works, we will undertake a further stage of consultation (a Notice of Intention) before those works are undertaken. This will include a description of the works to be carried out including the total estimated cost, and invite your written observation within the consultation period of 30 days from the date of the notice.

Consulting you for other Major Works

If we propose to carry out works which are not included in the asset management contract, but the works will result in any leaseholder being asked to pay more than £250 towards the cost of those works, EastendHomes will consult with you prior to the works commencing in the following process.
Stage 1: Notice of Intention
The notice will give you:
- A description of the proposed works or services
- The reason we are making the proposals
- A time and place where you can inspect the proposals
- The opportunity to make written observation within 30 days of receipt of the notice
- For some works, we may invite you to nominate a contractor

At this stage we will not have a full list of the works and will not have asked contractors to tender for the works. We will provide you with estimated costs at Stage 2.

You have the right to make written observations on our proposed works, and we must receive this within 30 days of serving you the notice. We will provide you with a written response within 21 days.

Stage 2: Notice of Proposal
This notice will be sent to you after EastendHomes has obtained competitive tenders but before it has agreed to appoint a contractor. The notice will give you:
- A summary of at least two of the tenders
- A summary of the successful tender
- A summary of any observations received at stage 1 (Notice of Intention)
- A time and place where you can inspect all the estimates and obtain copies of them
- The opportunity to make further observations within 30 days of the notice date and we must respond within 21 days

Stage 3: Award of Contract
If we do not chose the lowest tender, or a tender nominated by the leaseholder at the end of the second observation period and once we have made any necessary changes to the works, we will formally appoint the chosen contractor. At this stage we will provide you with a notice setting out the following:
- The name of the contractor who has been awarded the contract
- The date we expect that they will start the work
- If we have not chosen the lowest tender we shall tell you why we have made that decision
- A summary of any observations received at Stage 2

New ‘Right to Buy’ leaseholders and changes to ownership during consultation

Where a new lease is granted part way through the consultation procedure, EastendHomes is not required by law to start again or send any previously issued notices. We will bring the new leaseholder into the next stage of the consultation process. If the ownership of a property changes during the consultation process, it will be assumed that the new leaseholder has received copies of documentation from the previous owner.

First-tier Tribunal Dispensation

The First-tier Tribunal (FTT) has the power to allow a landlord to dispense with a consultation requirement if it is satisfied that the landlord was reasonable to do so. For example the FTT may grant a relaxation of the rules in the case of emergency works or for health and safety reasons. If this were to be the case we would apply to the FTT for retrospective dispensation as soon as practicable.
EastendHomes will invoice you for the estimated costs as detailed on your notice. This invoice will be issued in the April of the year that EastendHomes estimates it will incur the cost of the major works.

Under the terms of your lease you have agreed to pay towards reasonable estimated expenditure before the costs have been finalised. EastendHomes will then provide details of the estimated major works when all service charge expenditure is reconciled at the end of the financial year. Once the works are completed and the costs are agreed leaseholders will be sent their final bill.

A full set of our accounts will be available for you to inspect and we will provide you with a breakdown of the costs.

We will deduct any works that you will not be charged for such as internal works to tenanted properties.

**Ways to pay for major works**

**Reduced payment**

Some leaseholders may choose to pay for the cost of the works in full within 28 days of receiving their estimated contribution demand. Leaseholders who pay the cost of works in this way will be given a 5% discount.

**Interest free by Direct Debit**

All estimated invoices can be paid over the time specified in the Section 20 notice interest free. The repayment terms are a maximum of twelve payments over one year.

**Payment by Postal Order**

This can be purchased from any Post Office or Pay Point outlet.

**Extended Payment under a Credit Agreement**

We hold a Financial Conduct Authority Consumer Credit licence and are able to offer a credit agreement for major works to residential leaseholders.

We can offer residential leaseholders a maximum credit agreement of 4 years depending on the amount that is owed for major works. Please note the illustration below:

After 24 months, interest will be charged at a variable rate which means it may change during the term of the agreement. If the rate changes, this means the total amount that the leaseholder will have to pay will also change. The interest rate is set at 4% above Barclays Base rate and will be varied when Barclays Base Rate changes.

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Eastend Homes will not always be able to offer a credit agreement. In the following circumstances we would not offer a credit agreement:

- Financial hardship: an extended repayment plan will be considered following an independent financial assessment
- Transfer of title to a company: Where the leaseholder is resident but the leasehold title is held in the name of a company, we are unable to offer a credit agreement to a business, and payment must be made in accordance with the covenants of the lease
- Non-residential leaseholders: Where the leaseholder is non-resident, the major works must be paid up within 12 months. The property has been sublet and is therefore operating as a business. We have registered under the Financial Conduct Authority to offer credit to leaseholders who are residing in their home and this type of licence is not suitable for business purposes

If you do not wish to take out a credit agreement

Where the leaseholder is resident, but does not wish to consider a credit agreement, the major works must be paid up within 12 months in accordance with the covenants of the Lease.

Financial Hardship

If the residential leaseholder claims financial hardship, a financial assessment disclosing all income and expenditure must be undertaken through an independent financial Assessor. The Financial Assessor will provide a report with recommendations and the Home Ownership team will apply discretion to offer an extended payment term.

If you are in receipt of Pension Credit, Income Support, Job Seekers Allowance, or Universal Credit, the Department for Work and Pensions (DWP) may be able to assist you with payment of the bill. Any application for assistance MUST be made within 4 weeks of the final bill being issued, or will not be considered.

If you have a mortgage, you could approach your lender for a further advance to cover the cost of the works.

You may wish to consider securing a loan on the open market but you are advised to seek independent financial and legal advice.

Discretionary capping

Some leaseholders will be eligible to have the cost of their works capped at no more than £10,000 provided they fulfil a set of criteria. You will be informed of the eligibility criteria when you receive your demand, or please contact the Home Ownership Team for further information.

Free independent Legal and Financial Advice

If you need help, you can get free independent help and advice from a number of organisations that will offer confidential and impartial debt advice:

- Money Advice Service 0300 500 5000
- National Debtline 0808 808 4000
- StepChange Debt Charity 0800 138 1111
- Civil Legal Advice 0845 345 4345
- Citizens Advice Bureau

Financial difficulties

Where a major works invoice exceeds £10,000 and a leaseholder does not qualify for help from the DWP; and after an independent financial assessment covering income, expenditure, and savings is found to be in hardship; the leaseholder will be allowed to pay a percentage of the total cost of the major works that is deemed reasonable. The agreed repayment plan should enable the major works invoice to be cleared within an agreed timescale or on transfer or sale of the property.
You should know where your stop-valve is in case you have to turn off the water supply in an emergency. However, if you are unsure please contact your local housing centre. If you are sub-letting your property make sure that your tenants know how to switch off the water.

Water supply

Gas heating and hot water

It is important that you have a full safety check carried out on your electric and gas installations on a regular basis.

If you are letting out your property you are legally required to test and service gas installations once a year. EastendHomes leaseholders can access a highly competitive gas servicing cover with our contractors. Your contract would be directly with the contractor. For more information on this service contact our Asset Management team at our Head Office.

Gas heaters and boilers need proper ventilation so that fumes, which can be poisonous, can be carried away safely. You can buy a carbon monoxide monitor from most DIY stores and we recommend that you have one fitted at your property.

You have duties under the Gas Safety (Installation and Use) Regulations 1998 to arrange maintenance by a Gas Safe Registered engineer for all pipe work, appliances and flues, which you own. You must also arrange for an annual gas safety check to be carried out every 12 months by a Gas Safe Registered engineer. You must keep a record of the safety check for 2 years and issue a copy to each existing tenant within 28 days of the check being completed and issue a copy to any new tenants before they move in.

The Health and Safety Executive operates a free Gas Safety Advice Line offering information on gas safety that is open between 9.00am and 5.30pm Monday to Thursday and 9.00am to 5.00pm on Friday (excluding bank holidays). To contact the Gas Safety Advice Line call Freephone 0800 300 363.

Protect your pipes from frost

Water can freeze the inside of your pipes, cisterns, sinks and basins in very cold weather. When frozen the water will expand which can crack the pipes or joints which can lead to damage to your property and to your neighbours’ homes. If you are leaving your home empty for any period of time, leave some heating on. It only needs to be on a low setting to protect it from the frost. If a leak happens call a plumber at once.
Stop damp and mould
A lot of moisture goes into the air whenever you cook, run a bath or dry clothes in your home. When this moisture meets a cold surface like a window or an outside wall it turns into condensation which can lead to damage to your property and health problems for you and your family. You can help stop this by:

• wiping moisture from windows which often forms overnight;
• keeping a window open if you are drying clothes inside your property (close the window when you go out);
• keeping rooms warm – even a low heat helps;
• letting air from outside into the room to stop moisture forming on windows;
• not blocking air vents and try not to put furniture next to your radiators as the air needs to circulate;
• not using gas or paraffin radiators as they produce water in the air and are a fire risk too;
• using a mould cleaner or mild bleach cleaner. There are also a number of environmentally-friendly cleaning solutions available.

Hard Fixed Flooring
The impact of feet and objects on hard flooring surfaces produces noise which can reverberate through a building’s structure and this can often cause a nuisance to neighbours below.

Residents are required to keep all floors covered with a suitable floor covering that has noise reducing qualities, for example: a carpet with underlay, in all rooms other than their kitchen and bathroom.

Residents are required to seek permission for the installation of laminate or other types of wooden or artificial hard floor covering including ceramic flooring. If you have installed hard flooring or ceramic flooring without the permission of EastendHomes, you can seek permission retrospectively. If you install flooring without permission which causes a nuisance, you may be asked to remove it.

Permission will not be unreasonably refused, however permission will not be granted unless EastendHomes is satisfied that appropriate noise reducing measures will be used in the installation of the hard fixed flooring, e.g. underlay.

Security Gates
EastendHomes will not give permission for the fitting of security gates to your front door or security grilles to windows.

Window Safety Catches
Window safety catches keep you safe and secure and should not be removed. If you've got a problem with your window or your safety catch is broken please let your local housing centre know or e-mail enquiries@eastendhomes.net.

Front Door
The Regulatory Reform (Fire Safety) Order 2005 and the Housing Act 2004 require leaseholders’ cooperation to reduce the risk from fire within the home. The flat entrance door forms part of the fire compartmentation in a building and are therefore required to be compliant with regulations in stopping the spread of fire. We carry out regular inspections on all leaseholders’ front entrance doors to ensure that the door complies with building regulations and fire safety standards.
Anti-social behaviour

We believe that residents have the right to live peacefully in their homes, without the fear of anti-social behaviour. We recognise that tackling anti-social behaviour is a high priority for our residents. We are committed to taking action against those who engage in anti-social behaviour.

To take action in an ASB case we must gather evidence. The best type of evidence is eyewitness reports from the person experiencing or witnessing anti-social behaviour. To gather this evidence we ask residents to fill in a diary record of all incidents.

What is anti-social behaviour?

We believe anti-social behaviour is any behaviour that unreasonably interferes with other peoples’ rights to the use and enjoyment of their home and community.

This includes:
- noise nuisance
- verbal abuse
- intimidating gatherings of people in public places
- damage to property (including graffiti and vandalism)
- harassment (including racist and homophobic incidents)
- alcohol and solvent abuse
- nuisance from vehicles (including parking and abandoned cars)
- rubbish dumping and misuse of communal areas
- intimidation

How do I report Anti-Social Behaviour?

We have provided a number of ways to report ASB to make it as easy as possible. You can contact your Housing Centre in person, by telephone, fax or letter. Your Housing Officer will take details of the problem and will be responsible for undertaking all further enquiries. You can also report ASB by email: asb@eastendhomes.net

- If it is not an emergency, contact the Police on 101.
- Contacting your local Police Station. If you witness a criminal act or if you are in danger you should ring 999. We will work with the Police to bring criminals to justice through the courts.

Your responsibility

We are determined to reduce anti-social behaviour. Any EastendHomes resident causing a nuisance is breaking their tenancy agreement or lease. You are not only responsible for what you do yourself but also for the behaviour of other people living with you or in your property. We will require any leaseholder whose tenants are causing a nuisance to take action to stop it. Failure to do so could jeopardise the lease.
Residential blocks of flats are designed to resist the spread of fire. Most domestic fires don’t spread further than one or two rooms. However, although the risk is small, it is worthwhile talking to your family about fire safety to ensure you are prepared. There are on average 53,000 dwelling fires each year in the UK and 80% of all casualties from fire are caused in the home.

What to do if there is a fire outside your home

Staying in your flat is best unless fire, heat or smoke is affecting you or you have been told to leave by Emergency Services

Flats and maisonettes are built to give you good protection from fire. Walls, floors and fire resistant front entrance doors will hold back flames and smoke for some time. If there is a fire elsewhere in the building you’re usually safer staying in your flat unless heat or smoke is affecting you. If you hear somebody else’s smoke alarm sounding for a while and you are concerned, call the Fire Brigade.

What to do if there is a fire inside your home

- Alert everyone in your home so that they can leave immediately.
- Keeping a torch nearby can be very useful, wind up ones remove the need for batteries.
- If there’s a lot of smoke, crawl along the floor where the air will be clearer.
- Don’t investigate the fire.
- Before you open any doors check them with the back of your hand. If they’re very warm don’t open them because the fire is likely to be on the other side.
- Close doors behind you – even simple doors can hold back fire for a while allowing you to escape.
- Don’t delay your exit to collect valuables.
- Close the front entrance door behind you.
- Where possible, always use the stairs and never the lift.
- Once out of the block don’t go back in.
- If you haven’t already done so, call the Fire Brigade on 999. Give them your full address and postcode. Tell them that there is a fire and what floor the fire is on.
- Wait at a safe distance for emergency services to arrive.
- Tell the Fire Crew what you know.

You can ask the London Fire Brigade to carry out a fire safety visit to your home. They will give you advice and fit a free smoke alarm where this is needed. They will advise you on your Fire Escape Plan and give you practical advice on identifying fire hazards in your home.

Find out more about this service on 08000 28 44 28 or at www.london-fire.gov.uk/SafetyAtHome.asp

We don’t allow bicycles to be stored on the landing. This area must be kept free from any hazards.

We have produced a leaflet on Fire Safety for our residents. You can get a copy from your local housing centre or our website (www.eastendhomes.net).
Leasehold Home Visits

EastendHomes has a duty to manage and maintain its leasehold homes. We carry out regular leasehold audits to identify and discuss:

- An update on your contact details – i.e. home and work telephone numbers
- Possible gas safety and fire protection issues
- General Health and Safety matters
- The procedures for carrying out alterations to your property
- The procedures for requesting permission if you wish to sub-let your property.

The home visit is also an opportunity to help leaseholders to understand the terms of their lease, their responsibilities, EastendHomes responsibilities, and to discuss details of any works that EastendHomes intend to do within their block or the surrounding estate.

Building & Contents Insurance

The buildings insurance covers the structure, foundations and service installation of the building which includes fixtures and fittings and does not cover the contents of your home. You can make a claim if the damage relates to your fixtures and fittings that you are responsible for. Fixtures and fittings include items that you would not be able to remove and take with you such as sinks, toilet, shower unit window glass, floorboards and doors. You cannot make a claim for damage to your contents and personal possessions such as furniture, carpets or clothing. This is covered by contents insurance.

To make a claim on your buildings insurance, you should contact the local Housing centre. You may also be required to pay an excess.

It is your responsibility to arrange your own contents insurance.

Alterations and Improvements

Any leaseholder wishing to carry out improvement works to their home must obtain written permission from EastendHomes. In order to consider whether permission should be given, the leaseholder must submit full details of the proposed works, proof of planning permission and building regulations approval where these are required. If permission is refused, the reason for the refusal will be explained in writing to the leaseholder.

Please bear in mind that most leases prohibit you from undertaking any development that requires planning permission. You must contact EastendHomes if Tower Hamlets Council Planning Department advise that your proposed work will require planning permission.

If you intend to lay hardwood/ laminate flooring, you must seek permission from your local housing centre.

Extending Your Lease

Leaseholders buy the right to live in their property for a fixed number of years. The term of the lease, which can be up to 125 years, starts to decrease every year until it expires. When this happens, ownership of the property reverts to EastendHomes, your landlord, unless you apply to extend the lease for a further 90 years. If you have been the registered owner of your flat for a minimum of two years you will be able to extend your lease. Contact the Home Ownership Team on 020 7517 0424 for more information. You should also seek independent legal advice.

Satellite Dishes

You cannot erect a satellite dish without our written permission. All blocks of flats have an Integrated Reception System (shared TV aerial) and we will not generally give permission for a dish to be installed in these circumstances. In certain circumstances, where a dish can be installed which is not attached to the fabric of the building (e.g. in a private garden or balcony), we may give permission however this permission may be withdrawn.
Pets
If you want to keep a pet or pets you should contact your local housing centre as your lease requires you to obtain our permission before keeping a pet.

Dealing with Pests
If a leaseholder discovers a problem with pests such as cockroaches (American, Oriental, German), bedbugs, fleas, ghost ants, pharaoh ants, mice, rats, wasps or bees in your home you should contact Tower Hamlets Council who currently provides the service. If the problem is in a communal area of your block or on the estate then EastendHomes will arrange for treatment. If you discover pests in the communal areas of your block or on the estate you should contact your local housing centre.

EastendHomes realises that pests can affect more than one property in a block. We have an agreement with Tower Hamlets Council for pest treatment and leaseholders can use this service by contacting Tower Hamlets Council Customer Contact Centre on 020 7364 5007 (weekdays 8am to 8pm, Saturday 8am to 4pm).

Recycling
We provide recycling bins at many of our blocks and encourage residents to recycle. A full guide to local recycling can be found on Tower Hamlets Council website at www.towerhamlets.gov.uk and in our leaflet.
We do not usually object to anyone subletting but you must give us a forwarding address and phone number in case we need to contact you. This also applies if you use a managing agent to sublet your property. We can then keep you informed of planned repairs and maintenance and keep you up to date with news about your estate or if we need to contact you in the case of an emergency.

Please send any change of address to Home Ownership Team, EastendHomes, 3 Resolution Plaza, Spitalfields, London E1 6PS. Your contact address should be in the United Kingdom.

A formal tenancy agreement must exist between the owner and subtenant. This will usually be an assured shorthold tenancy. You can usually buy a standard tenancy agreement at most good stationery shops. A formal tenancy should include all the responsibilities that you have in your lease with EastendHomes. You would then have the right to take action against your tenants should they breach the terms of your tenancy. You are ultimately responsible for the behaviour of your tenants and their visitors. You normally have to register with your insurers and mortgage lender that you are subletting your property.

It is your responsibility to arrange for the removal and disposal of bulky refuse items.

EastendHomes advises you to take legal advice before entering into a tenancy agreement.

Tower Hamlet Councils has introduced a licensing scheme in the borough aimed at private landlords in selective areas. This means that a leaseholder must obtain a licence from the Council if they wish to rent their property to tenants. This scheme is effective from 1st October 2016 and will affect residents of EastendHomes at the Holland estate. Further information can be obtained on the Council’s website in regards to fees and how the scheme will be operated. Contact the Council on 020 7364 5008 or e-mail housinglicensing@towerhamlets.gov.uk
Getting Involved

Involving our residents in how we work and engaging to find their views are central to EastendHomes operates, as demonstrated by its inclusion as one of the key themes of our Corporate Plan and our commitment as one of our five Values to “value and support resident involvement”.

There are different levels of resident participation in EastendHomes. Our Board take an overview of all of our activity. There is also a framework of local estate boards which work with a specific focus on their neighbourhoods. The Homeownership Forum meets to discuss a wide range of topics and issues of interest to leaseholders such as service charges and policies relating to homeownership. To find out more about the forum please email HOF@eastendhomes.net or telephone 0207 517 0424.

We welcome homeowners to attend our regular block inspections. If you wish to attend the dates are advertised on our website (http://www.eastendhomes.net/upcoming-events). Further details can be obtained from your local housing centre.

We also hold an annual resident event that is publicised on our website and in our newsletter.

How to make a complaint, comment or send us a compliment

We use your complaints to find out if we are doing something wrong and improve our services. We are committed to giving you a high-quality, effective and efficient service. We understand, however, that you will not always be happy with us. We have a complaints policy which sets out how long it will take us to respond to your complaint. We use a three-stage complaints procedure, where we look at your complaint in detail. If you are still not happy with our response, you can take your complaint to the Independent Housing Ombudsman. You must have followed our complaints procedure before you go to the ombudsman.

In the first instance, it is usually best to try to resolve any difficulties directly with EastendHomes. If that does not work then ask for a complaint form which is available from your local housing centre or download a copy from our website www.eastendhomes.net. You can also submit a complaint online.

Comment and compliment forms are available at our local housing centres or on our website.
How to contact us

EastendHomes Head Office
3, Resolution Plaza,
Spitalfields,
London,
E1 6PS
Phone: 020 7517 4700
Fax: 020 7515 0218

Island Gardens Local Housing Centre
137 Manchester Road,
Isle of Dogs,
London E14 3DN
Email: islandgardens@eastendhomes.net
Phone: 020 7538 2340
Fax: 020 7537 0512

Mile End Local Housing Centre
123 Hamlets Way
London E3 4TY
Email: mileend@eastendhomes.net
Tel: 020 8880 7055
Fax: 020 8880 7810 or
020 8880 7813

St George’s & Glamis Local Housing Centre
61A Swedenborg Gardens, London
E1 8HP
Email: stgeorgesandglamis@eastendhomes.net
Phone: 020 7680 8640
Fax: 020 7680 8641
St George’s and Glamis residents can also contact us on Freephone 0800 0281587

Holland Local Housing Centre
3, Resolution Plaza,
Spitalfields,
London,
E1 6PS.
Email: holland@eastendhomes.net
Phone: 020 7456 6700
Fax: 020 7456 6737
You can send us a text message to 07961 941584

Leaflets

We have a range of other leaflets you may find useful. They are available from our local housing centres and on our website www.eastendhomes.net. They include:

- Service standards – providing a high-quality service for all of our residents
- Resident involvement – ways you can get involved in our services
- How to be a good landlord - Sub-letting your property – what you should do
- Money matters – help, advice and support with your finances
- Noise nuisance
- Your right to complain
- Anti-social behaviour
- Fire Safety
- Gas Safety
- Recycling
- House rules - basic rules to enable residents to enjoy their home and the surroundings
Useful Information

Out of hours repairs call centre
0800 376 1637

London Borough of Tower Hamlets
020 7364 5000

Citizen’s Advice Bureau
020 7247 1050
Email: towerhamlets@eastendcab.org.uk

Tower Hamlets Law Centre
020 7538 4909

If you smell gas phone The National Gas Emergency Service
0800 111 999

The Leasehold Advisory Service is funded by the government to provide free initial advice and information on a wide range of residential leasehold issues and is staffed by officers with legal training
020 7374 5380

Email: info@lease-advice.org
Website: www.lease-advice.org

If you would like further information on leasehold ownership we recommend you read “Residential Long Leaseholders - A guide to your rights and responsibilities”.
Copies can be obtained from: https://www.gov.uk/government/publications/residential-long-leaseholders-a-guide-to-your-rights-and-responsibilities

Other languages
If you ask, we can provide an explanation on any information in this handbook in another language. This would normally be a verbal explanation. For further details, please contact your Local Housing Centre.

Disclaimer
The contents of this guide are not legally binding and do not affect any lease. EastendHomes has tried to ensure that the contents are correct at the time of writing but EastendHomes cannot guarantee their accuracy.
If you are in any doubt or if you are involved in a dispute, you should seek independent legal advice from a solicitor or other suitably qualified person.