

Home Ownership Services Welcome Pack Contents

- First Invoice (including demo survey and Buildings Insurance certificate)
- Homeowner Handbook (*download separately*)
- Service charge summary of rights
- Administration fee summary of rights
- Buildings Insurance FAQ – (red flyer)
- Ocaso Buildings Insurance policy booklet (*download separately*)
- Ocaso Buildings Insurance emergency flyer
- Living in Leasehold Flats (Lease.org info sheet) (*download separately*)
- Benefits booklet (*download separately*)
- Fire Safety information – (Yellow flyer)
- ASB information – (Orange flyer)
- Gas Safety & Decent Homes information – (Green flyer)
- Letting your property information – (Blue flyer)
- Notification of letting information – (Blue and white flyer)
- Houses in multiple occupation information – (Purple flyer)

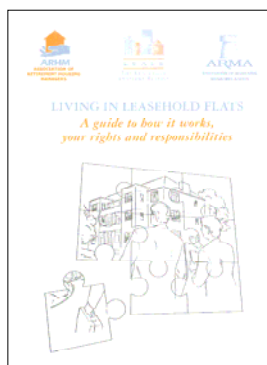
The Following documents are available to download by clicking on these pictures:



Homeowner Handbook



Ocaso Buildings Insurance policy booklet



**Living in Leasehold Flats
(Lease.org information sheet)**



Benefits booklet



Ms E Xample
123 Example Road
Ealing
London
W5 1YY



London Borough of Ealing
Perceval House
14/16 Uxbridge Road
London
W5 2HL

Tel: 020 8825 8291

E-mail: homeownership@ealinghomes.net

Your ref	Date	Please ask for	Tel No.
SC000000	6 April 2010	Mr E Homes	020 8825 8291

Dear Home Owner,

First Invoice Letter

Property Address: 123 Example Road
Account Number: SC000000

I have been advised by the Council's solicitors that you have completed the purchase of the above property.

Under the terms of your Lease/Transfer document you are required to pay Service Charges which are due by the 15th day of each month. The current estimate has been calculated from 1st April 2010 to 31st March 2011 and divided into twelve instalments. A breakdown of the amount is attached.

Ground rent of £10 is due on the 1st January each year and cannot be invoiced more than 60 days prior to it becoming due. A separate invoice for ground rent will be sent to you in November.

The Council insures your property for £91,003 under the terms of your lease (this does not include contents insurance). A buildings insurance certificate is enclosed which you should keep in a safe place.

As the Council is not able to determine in advance the actual amount of money it will spend on services in each financial year, you are charged on an estimated amount. At the end of each financial year (normally in September) the Council will notify you of the actual costs incurred for the previous year and any difference is adjusted at that time.

It is normal practice for your solicitor to ensure that all amounts due under the terms of the lease are cleared before you complete the purchase. The terms and conditions of the lease pass with title, therefore any amounts due under the terms of the lease which may refer to a previous leaseholder's tenancy becomes the responsibility of the current owner and must be settled within 28 days.

In order to cover the costs incurred in setting up your new service charge account a payment of £36.00 is due.

The following charges must therefore be paid within 28 days using the enclosed invoice form:

Service Charge balance as at 31st March 2010	-£323.82
Rechargeable Works balance as at 31st March 2010	£510.87
Service Charge due on 15th April 2010	£58.72
Service Charge due on 15th May 2010	£58.27
Service Charge Administration Charge (to set up service charge account)	£36.00
Total Due (<i>Payment to be made within 28 days</i>)	£340.04

You will also be required to make 10 payments towards your monthly service charge as detailed in the attached breakdown. Your first monthly payment of £58.27 is due by 15th June 2010. Each subsequent monthly payment of £58.27 should reach your service charge account by the 15th day of each month.

Please find enclosed a direct debit mandate form which can be completed, signed and returned in the Freepost envelope provided. Direct debit is taken on the 10th of each month. If you would like information about alternative payment methods, please contact us on the number provided.

Please note, if Ealing Homes intends to carry out any large items of works to the block or estate that your property forms a part of, such as window replacement, external decorations, roof renewal etc., you will be consulted separately.

How to Contact Us

If you have any queries regarding your account, please contact the Home Ownership Services team of Ealing Homes on the number given at the top of this letter between the hours of 9.00am to 5.00pm Monday to Friday (until 6.00pm on Thursdays). Alternatively you can write to us at 'Home Ownership Services, Ealing Homes, Westgate House, West Gate, Hanger Lane, London W5 1YY'.

Yours Faithfully,



Pat Ronayne
Head of Home Ownership

The London Borough of Ealing whose address is Ealing Town Hall, London, W5 2BY is the landlord of your property and Ealing Homes whose address is Westgate House, West Gate, Hanger Lane, London, W5 1YY manages your property (Section 48 of the Landlord and Tenant Act 1987)

London Borough of Ealing

Service Charge Estimate For The Year 1st April 2010 to 31st March 2011

Account Number:	SC000000	Block ID:	BL00000
Property Charged:	123 EXAMPLE ROAD EALING LONDON W5 1YY	Leaseholder Share of Block Cost:	3.1574%
		Building Insurance Sum Insured:	£91,003

Block Costs for: BL00000

Block Services	Block Charges Due For The Year	Individual Charges Due For The Year
Estate Services	£4,336.70	£136.93
Abandoned Vehicles	£13.64	£ 0.43
Graffiti Removal	£609.99	£19.26
Pest Control	£1,408.84	£44.48
Window Cleaning	£19.77	£ 0.62
Gardening	£2,362.62	£74.60
Lighting	£271.45	£ 8.57
Routine Unitemised Repairs	£5,507.18	£173.88
Administration @ 26%	£3,777.85	£119.28
Total for Block Services 2010/11	£18,308.04	£578.05

Property Costs for: 123 EXAMPLE ROAD

Individual Property Costs	Block Charges Due For The Year	Individual Charges Due For The Year
3.1574% of block service costs	£18,308.04	£578.05
Insurance Premium		£121.64
Total Individual Property Costs for 2010/11		£699.69

1 payment of £58.72 followed by 11 monthly payments of £58.27



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

London Borough of Ealing (Ealing Homes Ltd)
Home Ownership Services
Westgate House
West Gate
Hanger Lane
London
W5 1YY

Originator's Identification Number

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FOR LONDON BOROUGH OF EALING (EALING HOMES LTD) OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society.

Your Address

Name(s) of Account Holder(s)

Bank/Building Society account number

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Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Instruction to your Bank or Building Society

Please pay London Borough of Ealing (Ealing Homes Ltd) Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with London Borough of Ealing (Ealing Homes Ltd) and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)
Date

Reference

SC000000

Banks and Building Societies may not accept Direct Debit Instructions from some types of account

DD11

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change London Borough of Ealing (Ealing Homes Ltd) will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by London Borough of Ealing (Ealing Homes Ltd) or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

LEASEHOLD BUILDING INSURANCE CERTIFICATE/ENDORSEMENT



The following is a summary of the cover provided under the Household Buildings block policy. It is intended to be evidence of insurance cover, please read in accordance with the General Conditions Booklet.

Property:	123 EXAMPLE ROAD, EALING, LONDON, W5 1YY
Insurer:	Ocaso S.A.
Policy Number:	0000000
Financial Year:	1 st April 2010 / 31 st March 2011
Review Date:	1 st April 2010
Principal Perils:	The policy provides cover in respect of Loss or Damage caused to the Buildings by the following: <ol style="list-style-type: none"> 1. FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE 2. AIRCRAFT 3. STORM, TEMPEST or FLOOD 4. ESCAPE OF WATER AND FROST DAMAGE to fixed water tanks, apparatus or pipes. 5. ESCAPE OF OIL AND SMOKE DAMAGE 6. THEFT OR ATTEMPTED THEFT 7. IMPACT 8. ANY PERSON taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent 9. SUBSIDENCE, LANDSLIP or HEAVE 10. DAMAGE BY FALLING TV/RADIO AERIALS AND SATELLITE DISHES 11. FALLING TREES, TELEGRAPH POLES OR LAMP-POSTS
Interests:	The interests of lessees and mortgagees are admitted
Sum Insured (above property only):	£91,003
Annual Premium (above property only):	£121.64
Property Owners Liability:	£2,000,000
Policy Excess:	£50 in respect of general claims* £1,000 in respect of subsidence, landslip and heave *The insurers have reserved the right to vary the excess payable for claims in respect of lead theft from common areas.
Extensions/ Exclusions:	All claims must be made within 90 days of any damage occurring Full terms and conditions provided in the Ocaso 'General Conditions' booklet

The London Borough of Ealing whose address is Ealing Town Hall, Ealing, London, W5 2BY is the landlord of your property and Ealing Homes whose address is Westgate House, West Gate, Hanger Lane, London W5 1YY manages your property (Section 48 of the Landlord & Tenant Act 1987).



Leaseholder Diversity Questionnaire

To ensure that we provide services to meet the needs of all our residents, it is important that we ask you a few questions about yourself. Your answers will be completely confidential and if there are any parts of the questionnaire you do not wish to complete, please leave them blank. By taking a moment to complete this questionnaire you will be helping to make our services fit your needs and situation, to see that you are treated fairly and given all the help and information you need.

- The head of household should complete the questionnaire.
- Please return the completed questionnaire using the Freepost envelope provided, or send to:
Freepost RRTC-KHJR-JUZS, Ealing Homes, Home Ownership Services, London W5 1YY

1. Your Name

2. Are you Male or Female?

Male Female

3. What is your date of birth?

..... / / (dd/mm/yyyy) eg. 01/08/1978 (1st August 1978)

4. What is your first language?

English Polish Somali Hindi Gujarati Punjabi
 Arabic Farsi Urdu Other (please specify)

5. Can you understand English?

Spoken English: Yes No

Written English: Yes No

6. What ethnic group do you belong to?

White	Mixed	Asian/Asian British	Black/black British	Other ethnic group
British <input type="checkbox"/>	White & black Caribbean <input type="checkbox"/>	Indian <input type="checkbox"/>	Caribbean <input type="checkbox"/>	Chinese <input type="checkbox"/>
Irish <input type="checkbox"/>	White & black African <input type="checkbox"/>	Pakistani <input type="checkbox"/>	Somali <input type="checkbox"/>	Other <input type="checkbox"/>
Polish <input type="checkbox"/>	White & Asian <input type="checkbox"/>	Bangladeshi <input type="checkbox"/>	Other African <input type="checkbox"/>	Decline to answer <input type="checkbox"/>
Other <input type="checkbox"/>	Other <input type="checkbox"/>	Other <input type="checkbox"/>	Other <input type="checkbox"/>	

If you ticked 'Other', please specify

7. What is your religion?

Decline to answer None Christian Buddhist Sikh
 Muslim Jewish Hindu Other (please specify)

8. What is your sexual orientation?

Decline to answer Heterosexual Gay Lesbian Bisexual

Continued overleaf...

9. **Your leasehold property address is:**
123 EXAMPLE ROAD, EALING, LONDON, W5 1YY

Do you live in your leasehold property?

Yes (please go to Q11) No (please go to Q10)

10. **If you do not live in your leasehold property, do you rent out your leasehold property?**

Yes No

11. **Your registered correspondence address is:**

123 Example Road, Ealing, London, W5 1YY

Mobile number

Fax number

E-mail address

Emergency Tel number

13. **How many people live in your household?**

Number of Adults: Number of Children (aged 18 and under):

14. **What is your household's combined yearly income?**

Decline to answer £20,000 – £29,999 £50,000 – £59,000

£0 – £9,999 £30,000 – £39,999 £60,000 – £69,000

£10,000 – £19,999 £40,000 – £49,000 £70,000 or more

15. **Do you have a special need in how we communicate with you?**

Large print Braille Audio No special needs

16. **If you have a disability, please tell us what it is:**

Wheelchair user Walking difficulties Sight problems Hearing impairment

Learning difficulties Mental illness

Other (please specify)

Thank you for filling in this questionnaire. We are committed to keeping your details confidential and will not pass any of the information given or data collected to any organisation or person without your permission.

Ealing Homes is a trading name of Ealing Homes Limited. Registered office: Westgate House, West Gate, Hanger Lane, London, W5 1YY
Registered in England and Wales No: 05120243. VAT: 847 0624 22



Service Charges – Summary of Tenants' Rights and Obligations

1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
3. You have the right to ask a leasehold valuation tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine—
 - who should pay the service charge and who it should be paid to;
 - the amount;
 - the date it should be paid by; and
 - how it should be paid.

However, you do not have these rights where—

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or
 - a matter has been decided by a court.
4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 5. Where you seek a determination from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.
 6. A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where—
 - it dismisses a matter because it is frivolous, vexatious or an abuse of process; or
 - it considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

7. If your landlord—

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, or proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period,
- your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal has agreed that consultation is not required.

8. You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must—

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

10. You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

12. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

This summary is served in accordance with the Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007, which came into force on 1st October 2007. The Regulations apply where, on or after 1st October 2007, a demand for payment of a service charge is served in relation to a dwelling.

Administration Charges – Summary of Tenants' Rights and Obligations

1. This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly—
 - for or in connection with the grant of an approval under your lease, or an application for such approval;
 - for or in connection with the provision of information or documents;
 - in respect of your failure to make any payment due under your lease; or
 - in connection with a breach of a covenant or condition of your lease.

If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

3. Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.
4. You have the right to ask a leasehold valuation tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine—
 - who should pay the administration charge and who it should be paid to;
 - the amount;
 - the date it should be paid by; and
 - how it should be paid.

However, you do not have this right where—

- a matter has been agreed to or admitted by you;
 - a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or
 - a matter has been decided by a court.
5. You have the right to apply to a leasehold valuation tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.
 6. Where you seek a determination or order from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable to the tribunal will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may have to pay.
 7. A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where—

it dismisses a matter because it is frivolous, vexatious or an abuse of process; or it considers that a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

8. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

This summary is served in accordance with the Administration Charges (Summary of Rights and Obligations) (England) Regulations 2007, which came into force on 1st October 2007. The Regulations apply where, on or after 1st October 2007, a demand for payment of an administration charge is served in relation to a dwelling in England.

Building Insurance

Leasehold Building Insurance

We are pleased to enclose a Building Insurance Certificate and policy booklet for your property.

Please keep these documents in a safe place.

The Building Insurance Premium forms part of your monthly service charges and you do not need to make separate payments for insurance.

A new certificate will be sent to you at the beginning of each financial year.

About your Policy

Ealing Council arrange the building insurance for your property. This is a term of your lease, which is binding on both you and the Council. You cannot 'opt out' of this clause.

The current policy has been in place from 1 April 2006 with Ocaso UK Insurance.

The policy is for building insurance only and does NOT cover your contents. We strongly recommend that you arrange cover to protect your belongings.

The policy will cover the cost of repairs (less the policy excess) needed as a result of insured perils eg fire. The policy will also cover your share of the cost (less the policy excess) of repairing or replacing any parts of the building, which are common or structural such as roofs, foundations or walls.

An excess of £50 per claim is payable for all claims except for Subsidence, Landslip and Heave where the excess is £1,000 per claim.

Please refer to the enclosed insurance booklet for full terms, conditions and exclusions.

The policy does not cover the cost of repairing or replacing items due to wear and tear.

If you need to make a claim please contact Home Ownership Services on 020 8825 6108 or homeownership@ealinghomes.net. Please note that all claims must be made within 90 days of the damage occurring.

We have attached some frequently asked questions that we hope you will find useful. If you have any other questions, please call Home Ownership Service on 020 8825 6108.

Frequently Asked Questions

- 1:** Why can't I arrange for my own building insurance?
- A:** It is a condition of your lease that the council as Landlord insures your property and the building. You are required to pay the insurance premium for the cover. This condition is binding on both you and the council. This is because the council is responsible for the upkeep of the building and in the event of damage for arranging repairs or rebuilding. The terms and conditions the council has agreed with the Insurance Company are similar to any comprehensive insurance cover and provide value for money to leaseholders.
- 2:** I am already paying buildings insurance cover with my mortgage company, please take me out of yours.
- A:** It is a condition of the lease that the council as Landlord insures your property. You do not need separate cover with your lender. If you inform them your insurance is arranged by the Landlord, they will cancel your policy. Please refer to question 1 for more info.
- 3:** Which company is my buildings insurance with?
- A:** Ocaso S.A. U.K. Policy number: 40012 Ealing
- 4:** Can you confirm when my buildings insurance will be renewed?
- A:** It is renewed on the 1st April each year
- 5:** Can I get a copy of my insurance certificate?
- A:** Insurance certificates are sent to all leaseholders in April of each year and to all new leaseholders in the Welcome Pack. Further copies are available from Home Ownership Services but you will need to pay a £10 administration fee. If you require a further copy please contact Home Ownership on 020 8825 6108.
- 6:** What does the buildings insurance cover?
- A:** The policy covers the structure of the flats within the building, constructed of brick, stone or concrete. It also covers the leaseholder's liability for any common or structural parts of the building such as roofs and foundation that are damaged due to insured perils. The policy also covers, walls, terraces and domestic outbuildings (such as garages) owned by the leaseholder and internal decorations, fixtures and fittings within the flats and building. Please refer to the Building Insurance General Conditions booklet for full details of the perils covered. You may also find it useful to consult the Leasehold Handbook for information on who is responsible for repairs. Please note that contents such as carpets, curtains, beds, tables, etc, and repairs to the property or building that are needed due to wear and tear are NOT covered.
- 7:** Does insurance include contents?
- A:** No. You should arrange adequate cover with an independent insurer to protect your belongings.
- 8:** What is the policy excess?
- A:** £50 for all general claims. £1,000 for subsidence, land slip and heave.
- 9:** What is the Premium and how is it calculated?
- A:** This is the amount you pay to have insurance cover for the rebuild value of your property. Your insurance premium is calculated by multiplying the rebuild value of your property by the insurer's premium 'rate'. For example, if your property's rebuild value is £100,000 and the premium rate is 0.00126 (£1.26 per £1,000 insured value), the annual premium you are required to pay is $£100,000 \times 0.00126 = £126$.
- 10:** What is the Premium Rate and how is it calculated?
- A:** This is a figure determined by the insurance company based on the risks, claims history and insurance requirements of all properties across the borough. This is referred to as a blanket or block policy. The insurance company provides one value based on averages that will apply to all properties. Typically, the rate for block policies is lower than for individual policies.

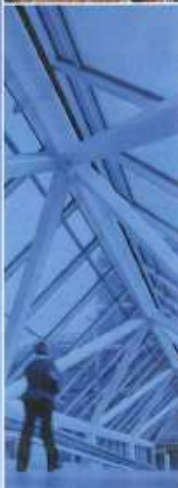
- 11:** What is the Rebuild Value and how is it calculated? **A:** This is the cost of building materials and labour needed to rebuild your property. The rebuild value is set by qualified surveyors. Unless the rebuild value is reassessed, it will increase each year by a percentage according to the BCIS (Building Cost Information Service) index. The rebuild value of a property is first given by the council's surveyors at the time of the Right to Buy purchase. The rebuild value depends on a number of variables such as the size of the property, cubic metres, the location of the property within the blocks etc. In some cases, mortgage lenders will require the insurance cover to be increased to protect themselves. In other cases, leaseholders may have additional fixtures which may also affect their cover. Please note that the rebuild value of your property bears no relation to the market value of your property, e.g. a property which sold for £300,000 may have a rebuild value of only £150,000.
- 12:** Who do I contact to make a claim? **A:** For general claims you should contact the Insurance Officer at Home Ownership Services on 020 8825 6108. The Insurance Officer will send you a claim form and can answer any questions you may have. Please note, claim forms MUST be returned within 90 days of the damage occurring. The insurers will reject any claims made outside this period. If the works required are urgent, you should contact Davies Managed Systems (the loss adjustors on behalf of the Insurers) to get their consent to carry out works. Davies should be contacted on 0870 420 1168 (24h). For smashed glass, you should contact Davies Managed Systems on 0870 420 1168 (24h). Davies will take a card payment of £50 for the policy excess and send glaziers to replace the glass.
- 13:** What happens when I make a claim? **A:** You will first need to request a claim form from Home Ownership Services. You should then get at least two quotes for the cost of repairs and return them with your completed claim form to Home Ownership Services within 90 days of the damage. Still return the claim form even if you can't get two quotes within this period. The quotes can be submitted later. We will log the claim and forward it to the Davies Managed Systems who are the Loss Adjustors on behalf of the Insurers. Davies will review the details of the claim and will contact you directly from that point on. In some cases they will need to inspect the damage that was caused. If they find all the details are in order they will give you consent to proceed with the works based on one of your estimates. Once the works are complete the issuers will reimburse you for the cost of the works less the excess.
- 14:** Can I carry out repairs before making an insurance claim? **A:** The insurers require leaseholders to submit the claim before arranging for any repairs to be done. Where urgent repair work is necessary please contact Davies Managed Systems direct on 08704 201168 (24 hours service).
- 15:** How many quotes will the insurers require? **A:** The insurers will require a minimum of two quotes. However three would be preferable.
- 16:** Will the insurers carry out the necessary repairs to my property following a claim? **A:** Only smashed glass is replaced by contractors on behalf of the insurance company. Please refer to point 12 above. The insurance company will not arrange for any other works. This is the responsibility of the leaseholder.
- 17:** Will my premium be affected if I make a claim? **A:** No. Your premium will remain the same. At the end of each financial year the Insurance company reviews all of the claims made under the policy. If the number of claims is high, the insurance company has reserved the right to vary the rate which would in turn affect your premium.

- 18:** My property was damaged through no fault of my own, why should I claim on my insurance?
- A:** This is the correct procedure. In the first instance you will need to submit a claim under your building insurance. The loss adjustors will then investigate and either accept or reject your claim. They will let you know who they consider liable for the damage. There is also a possibility that the insurers accept your claim but still pursue a third party for the cost. If your claim is rejected and you believe that liability should lie with the council/Ealing Homes you will need to contact either the Insurance & Risk department within the council or the Ealing Homes Complaints Officer. You should firstly call Home Ownership Services on 020 8825 6108. Please note that the council/Ealing Homes cannot be held responsible for its tenants' behaviour. We will try to resolve matters but ultimately you may need legal advice on whether to take action against the individual.
- 19:** The incident that caused the damage to my property originated in the flat above me, why do I have to pay the excess?
- A:** The excess is part of the policy, it is applicable to all claims and it is non-refundable. If, as mentioned in point 17 you have reasons to believe that the council/Ealing Homes has been negligent and should pay the excess amount, then you will need to contact the departments referred to above.
- 20:** The property above is council owned, why doesn't the council carry out the repairs to my property?
- A:** Unless it can be proved that the council/Ealing Homes have been negligent, we are not responsible for carrying out or paying for repairs to your home. You should submit a claim under your building insurance policy as per the normal procedure (please see point 17).
- 21:** Can I increase the cover on my property?
- A:** Yes. If you would like to increase the cover, please confirm this in writing to Home Ownership Services. We will calculate the new premium, increase the cover and send you a new insurance certificate. If the difference in premium is high, we will ask you to pay the difference before making the changes.
- 22:** Can I reduce the cover on my property?
- A:** Yes, but you will need a qualified surveyor to confirm the reduced amount provides sufficient cover for your property. You may do this by supplying a copy of an up to date mortgage valuation which shows the rebuild value, or you will be required to get a qualified surveyor to assess the value and provide you with a report. You will need to pay for this. Please send your request in writing to Home Ownership Services.
- 23:** I sent you my claim form a couple of weeks ago and I have not had a reply from you.
- A:** When we receive your insurance claim form, we send it to the loss adjusters Davies and they will contact you directly. You can call them on 0870 420 1168 for information regarding your claim.
- 24:** Does it affect my insurance if I let out my property?
- A:** No, so long as Home Ownership have been notified that you are letting. If you have not notified Home Ownership, the insurers may refuse to deal with your claim.
- 25:** Who do I contact if I have queries about my buildings insurance?
- A:** Please contact the Insurance Officer at Home Ownership Services on 020 8825 6108

providing you with the following authorised services...

- 24 hour emergency board up service
- All types of replacement glazing
- Repair and replacement of all types of windows and doors
- Repair and replacement of all types of conservatories
- Garage door make safe, repair and replacement
- Nationwide locksmith service
- Roller shutters and security grilles
- Suppliers and manufacturers of all major UPVC, wood and aluminium window and door systems

Call **0870 870 7171**
24 Hour Nationwide Emergency Service



Fire safety

We are doing all we can to minimise any fire risk in your block. Please do your bit and follow the advice in this leaflet. Minimising risks and keeping your block safe is a joint responsibility.

If you are a landlord and let your property you have additional responsibilities, as the council does not inspect the inside of your property or make any necessary safety adaptations. This means you must ensure any fire risks are removed and your tenants are aware of this advice.

- Keep communal areas clear
- Do not wedge open fire doors in the corridors
- Never leave refuse sacks, bicycles, children's buggies, plant pots, washing or other obstructions in communal corridors or walkways
- Keep all exits from your home clear so people can get out easily if there is a fire
- Do not store anything on a balcony that could easily catch fire and cause a fire to spread
- Do not overload electrical sockets and take care when cooking
- Make sure you stub out cigarettes fully and do not smoke in bed
- Install a smoke detector and test it regularly.

The safety of your leased home is covered by the Housing Health and Safety Rating System. To find out more, go to: www.communities.gov.uk/publications/housing/housinghealth

If there is a fire in your flat

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

If there is thick smoke in the communal corridor

Call **999** and remain in your flat. Close the windows and wait for the emergency services to rescue you.

Fire doors

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

Many homeowners, once they have bought their property, install a new front door. But have you considered if it is fire resistant? Ealing Homes strongly recommends you have an assessment carried out on your door to see if it complies with current regulations for fire doors. Some, but not all, wooden doors are fire resistant, but in nearly all cases new UPVC or plastic doors are not sufficiently fire resistant. If the assessment shows your front door is not a fire door we would then strongly recommend you replace it with a new timber door made to British Standard 476: Part 22: 1987 or British Standard EN 1634-1: 2000.

Ealing Homes may be able to assess your front door for a small fee, however, this depends on the number of requests we receive. If you need a replacement door we may be able to supply and fit this for you at a cost as part of our fire safety scheme. If you would like to have your front door checked please contact **0800 181744** or **020 8825 5682**. If you would like the check carried out independently we can give you the contact details of appropriate organisations.

Metal security grilles

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

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

Some homeowners have fixed security grilles to a part of the building that remains part of the council's responsibility, not part of their own property. Attaching grilles to council property is not permitted and any found will be removed. If we remove a grille and you fit a replacement in the same place, you will be charged for the cost of the second, plus any subsequent, removals.

If you let your property

If you let your property you have additional responsibilities and legal obligations to your tenants, especially if your property is a House in Multiple Occupation (HMO).

You should consider the risks to your tenants in the event of a fire and take all necessary precautions to minimise those risks. As the landlord, you are strongly advised to install smoke detectors and ensure they are in working order. For more information about your responsibilities and other general fire safety advice visit <http://www.fire.gov.uk>

It is important that Home Ownership Services at Ealing Homes have your contact details in the event of an emergency at your property. If you have already provided these details please make sure they are up to date.

Contact Home Ownership on **020 8825 6108** or email homeownership@ealinghomes.net

Antisocial behaviour information sheet

Ealing Homes is signed up to the government's Respect Standard for Housing Management. This means we are proactively tackling antisocial behaviour (ASB). This requires us to demonstrate:

- Accountability, leadership and commitment
- Empowerment and reassurance for residents
- Prevention and early intervention
- Tailored services for residents and provision of support for victims and witnesses
- Protecting communities through swift enforcement
- Support to tackle the causes of ASB.

All residents should conduct themselves in keeping with the conditions of the tenancy agreement or lease.

You are responsible for the behaviour of anyone who lives at or visits the property. We treat breaches of the tenancy/lease agreement by others as your breach.

We use a number of legal remedies to prevent ASB:

- Antisocial Behaviour Injunction (ASBI). We will collect evidence to obtain injunctions against anyone found to be perpetrating ASB
- Antisocial Behaviour Order (ASBO). We will work closely with our partner agencies to obtain ASBOs against prolific offenders of ASB
- Acceptable Behaviour Contract (ABC)
- Crack House Closure. We will always share information with the police and support their application for a Closure Order where evidence of drug activity is present
- Threats against staff. We will always take legal action against anyone responsible for abuse against staff, including verbal and racial abuse directed towards contractors
- For serious breach of tenancy we will consider possession proceedings that may result in the loss of your home without the possibility of re-housing.

Please report all incidents of ASB to our dedicated team. This will help us take action against those that perpetrate ASB on your estate. You can do this anonymously by calling **0800 181744**.

If you would like to find out more about antisocial behaviour, including racial harassment, domestic violence, harassment, threats and intimidation, mediation, respect standard, diversionary schemes and ASB policy/procedure, please call the above number or visit our website www.ealinghomes.net

Timescales for dealing with ASB

Category A

Including domestic violence, racial harassment, drug dealing and unprovoked assault.

We will aim to interview you within 24 hours of your report and conduct our investigation within nine working days where possible.

Category B

Including threatening or abusive behaviour, serious disturbances, serious vandalism, damage to property and amplified music.

We will aim to interview you within three working days of your report and conduct our investigation within 12 working days where possible.

Category C

Including domestic noise, pets, ball games, youths congregating and incorrect disposal of refuse.

We will aim to interview you within five working days of your report and conduct our investigation within 15 working days where possible.

Useful telephone numbers

Ealing Homes: 0800 181744 (all enquiries)
Local police: 0300 123 1212
Noise nuisance: 020 8825 8111 (weekdays 8.30pm – midnight)
020 8825 5000 (Friday and Saturday 11pm– 4am)

Gas safety – the law

Owner-Occupiers

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

We have negotiated terms with our gas servicing contractors to offer this service to leaseholders at competitive rates. If you would like to take advantage of this service, please contact Quality Heating on 01494 795005. Please note that any gas servicing contract you enter into will be an agreement between you and the contractor and does not involve Ealing Homes.

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

More information and advice about gas safety is available from the Health and Safety Executive (HSE) on **0800 300363** or at <http://www.hse.gov.uk/gas/domestic/faqownerocc.htm>

Landlords

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

By law you must:

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

More information about your responsibilities as a landlord is available from the HSE on **0800 300363** or at http://www.hse.gov.uk/gas/domestic/gas_law.htm

Leaseholders and the Decent Homes programme

The Decent Homes programme will involve both internal works to tenants' homes as well as external works to buildings.

As a leaseholder you will not be charged for any work carried out inside tenants' properties but will need to contribute to works to 'common parts' as set out in your lease. (Not all the work carried out under our Decent Homes programme or our Planned Maintenance programme will affect every leaseholder).

Although we are only required to carry out work to our tenants' homes, we recognise that some leaseholders would like to take advantage of the modernisation programme using our contractors and the competitive costs from our buying in bulk. (Please note that this would be a private agreement between you and the contractor and does not involve Ealing Homes).

For further details please call **0800 181744** or email decenthomes@ealinghomes.net



Ealing Homes

QUALITY • SERVICE • VALUE

Letting your property

If you are letting your property or are planning to do so, there are a few things you should be aware of.

A property is considered let when there is a rental agreement between you and a tenant (or managing agent). Even if you let your property back to Ealing Council, it will still be regarded as letting as you will be granting a short-term tenancy to the council. If you are letting or are planning to do so, please follow the requirements below to ensure you comply with the terms of the lease and the conditions of the buildings insurance contract.

Letting requirements

- Please complete a 'Notification of letting or correspondence address' form and return it to us within 21 days of letting
- Please enclose a cheque for £30 made payable to Ealing Homes Ltd. This is a one-off registration fee. You will not be required to pay this again
- You must continue to comply with the terms of the lease
- You must not allow your tenants to cause nuisance to other residents
- You must continue to pay all service charge and/or major works costs
- You must maintain and repair all internal parts of your property
- You must comply with all legal requirements
- You must advise us if your correspondence address or contact details change. For security reasons this must be in writing.

On receipt of the completed form and fee we will inform the building insurers that we have received notification of the letting. This is a condition of the policy. Failure to notify us may result in claims being refused.

Second home or occupation by relatives

If you are not letting and do not live at the property (for example, your relatives occupy the property, or you use the property as a second home) we would still ask you to return the enclosed 'Notification of letting or correspondence address' form with your main correspondence address – so we can keep in touch with you directly. As the homeowner, we will need to send you letters such as service charge invoices and notices relating to your property. We also require your emergency contact details in the event of water leaks, burst pipes etc, which need urgent action.

Legal requirements

In addition to our requirements, if you let your property you must also ensure that you comply with regulations set out in law. These include gas and fire safety regulations, Energy Performance Certificates (EPCs), and (if yours is a 'House in Multiple Occupation' [HMO]) a property licence. Please check the Gas Safety, Fire Safety and HMO leaflets for more information.

EPCs for lettings were introduced in October 2008. You are required to obtain an EPC for your property and provide your tenants with a copy free of charge. The EPC shows your property's energy efficiency and suggests ways to improve it. If you let your property on a HMO basis, i.e. you are letting to several people room by room, only one EPC is needed for the whole property but you must give a copy to each tenant. Ealing Homes is able to provide this service for a fee. For more information call **020 8825 6579**. Alternatively, you can find your local accredited Domestic Energy Assessors who supply EPCs 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.

If you have any questions, please contact Home Ownership Services on **020 8825 6108**.

Important

The lease is a signed agreement between Ealing Council and you the leaseholder. This means you are responsible for the conduct of the occupants, the repair and upkeep of the property and for paying for service charges and major works. This is irrespective of any agreement you may have made with your tenants. If the terms of the lease are breached, you risk action being taken against you.

Notification of Letting or Correspondence Address

Part A

Name of Leaseholder:

Address of Property:

Part B

Correspondence Address of
Leasholder:

Contact Telephone No. (Daytime)

(Evening)

Emergency Contact No.

Part C

I am currently/will be letting my property and enclose the following

tick

1. £30.00 Administration Fee

2. Details of an agent who manages the let and holds a damage deposit

I confirm that I/we will:

1. Remain up to date with service charges, building insurance and ground rent payments
2. Adhere to any payment arrangements made regarding major works charges
3. Ensure that my/our tenants do not cause any form of nuisance to other residents.

Signed

(All leaseholders must sign)

Part D

I am not currently letting my property but would like to have all correspondence sent to correspondence address as indicated above. (All leaseholders must sign)

Signed

Please return this form to:

Freepost RRTC-KHJR-JUZS
Ealing Homes
Home Ownership Services
LONDON, W5 1YY

Houses in Multiple Occupation

On 6 April 2006, mandatory HMO (House in Multiple Occupation) licensing came into force. If you let your property or intend to do so, these regulations may affect you. Under the changes in the Housing Act 2004, Landlords of an HMO are required to obtain licences from their local council for their property. A property is considered to be an HMO if it falls into one of the following categories:

- An entire house or flat which is let to three or more tenants who form two or more households and who share a kitchen, bathroom or toilet
- A house which has been converted entirely into bedsits or other non-self-contained accommodation and which is let to three or more tenants who form two or more households and who share kitchen, bathroom or toilet facilities
- A converted house that contains one or more flats, which are not wholly self-contained (i.e. the flat does not contain within it a kitchen, bathroom and toilet) and which is occupied by three or more tenants who form two or more households
- A building that is converted entirely into self-contained flats if the conversion did not meet the standards of the 1991 Building Regulations and more than one-third of the flats are let on short-term tenancies.

In general, a property is considered to be an HMO if it is used to house multiple tenants who are not related and who share basic amenities. Properties let to students and migrant workers **are** considered to be HMOs as are properties used to house domestic refugees.

The government hopes that mandatory licensing will raise the standard and management of HMO accommodation. Landlords will be required to take more responsibility for the condition of their properties and the conduct of their tenants.

Local housing authorities deal with the registration of HMOs and issue licences, which can be refused if the property is deemed unsuitable or if the landlord is considered unfit to manage.

Ealing Council charges a registration fee depending on the number of rooms and floors in the property. Registration remains valid for five years. Please note that failure to apply for a licence is a criminal offence and can result in a fine of up to £20,000. If in doubt landlords are advised to contact their local housing authority.

For further information, or to apply for a licence for properties in the London Borough of Ealing, landlords should contact:

Proactive Housing
Residential Services
Housing and Environmental Health
Perceval House
14-16 Uxbridge Road
Ealing W5 2HL
Tel: 020 8825 5115
Email: privatehousing@ealing.gov.uk
Web: <http://www.ealing.gov.uk/services/housing/hmos/index.html>