



Lewisham

Lewisham Council Leasehold Guide

**Important information for Lewisham Council
Leaseholders (Including Shared Owners)**

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1. Introduction

Welcome to Lewisham Council. This guide is for our residential leaseholders and has been designed to give you general information about:

- Your freeholder (Us)
- Our responsibilities as the freeholder
- Your rights and responsibilities
- The services that we provide your block or estate
- Your service charges and/or monthly rent (shared owners)
- Major works charges, sinking or reserve fund
- How to access services

The information included in this guide is based on our standard or model leases, but not all leases are the same (see terms and definitions below). Your lease is your contract with us; therefore, we encourage you to carefully check your own lease for specific details. Your rights and obligations, and ours, are in the terms of your lease. If you are in any doubt about the terms, you can ask for advice from our Home Ownership team, and you may also choose to get independent legal advice.

You can download a copy of your lease by logging into your account on our resident portal lewisham.gov.uk/resident-portal.

About us

We have high ambitions for Lewisham and compassion for the people we serve. We currently own and manage over 19,000 homes, the majority of which are social housing tenancies, and around 5,300 are leasehold properties.

We are a public body, and our executive function is controlled by a directly elected Mayor. For more information about this, see [Lewisham Council - Mayor's cabinet](#).

We receive funding from the Government. We work closely with the community to accomplish our goals, so we can better serve you. Visit our website for [more information about how we are funded](#).

Our vision

Together we will make Lewisham the best place in London to live, work and learn.

Our main priorities for action are to work with partners to:

- improve the wellbeing of the people of Lewisham
- develop and engage local communities
- improve public sector performance and delivery

Our values

As stated in our Corporate Strategy (2022-2026), our values include:

We put service to the public first

We exist to serve and support the residents of Lewisham, and everything we do must always have residents' interests first and foremost.

We respect all people and communities

We have a proud history of actively working to tackle inequalities, both across the borough and within the Council, and we will continue to build on this in everything we do.

We invest in our employees

We want to be considered a top employer in local government. We will always ensure we provide opportunities for staff at all levels to learn new skills and progress their career.

We are open, honest, and fair in everything that we do

We will be transparent in the decisions that we take, both with each other and with the residents of Lewisham. Robust governance procedures will ensure that our decisions are honest and fair.

[Download our Corporate Strategy.](#)

2. How we engage with our residents

We offer a range of opportunities for residents to get involved and help our local communities thrive.

These opportunities include but are not limited to:

- Access to free and discounted activities, events and offers taking place in Lewisham
- Support to access funding for community engagement projects
- Opportunity to take part in a variety of free accredited and non-accredited training opportunities
- Being part of a Tenants and Residents Association (TRA) or setting one up yourself. TRAs work with us and the community to find solutions to local service issues and introduce local initiatives. TRAs receive funding from Lewisham Tenants Fund which can enhance and encourage greater tenant involvement
- Being part of formal groups/ panels that are resident led and work collaboratively with Lewisham Council Housing staff to improve and monitor services
- Being part of the Resident Scrutiny Panel, which allows residents to shape and improve the future of our services
- We support Tenant Management Organisations (TMOs) where there is interest from tenants and residents. The Housing (Right to Manage) Regulations allow residents to take over the management of their homes from the local authority
- Being part of the Leaseholder Forum where you have an opportunity to hear about our current housing plans and have your say on issues that matters.
[Find out more about the Leaseholder Forum](#)

Contact our Community Relations team to find out more about these opportunities or to tell us other ways you feel we could consult and engage Lewisham Housing residents. You can contact us at communityrelations@lewisham.gov.uk or call 020 3949 7042 and speak to a member of the community relations team.

What you can expect from us

We aim to:

- Send you estimated service charges costs for the forthcoming financial year each March and actual service charges within 6 months of the end of each financial year
- Consult with you before carrying out any long term or planned improvement works within statutory timescales
- Provide a breakdown summary of actual service charges on request, and further information on request
- Provide support and signposting in relation to paying for annual service charges and major works
- Provide a number of payment options for resident leaseholders for annual service charges and major works
- Notify you if your service charge account is in arrears and the options available to you to rectify this
- Adhere the Data Protection Act 2018 when we are collecting, storing, sharing or using your personal information
- Act fairly in all matters connected with your lease
- To respond to your enquiries within 10 working days, or where your enquiry may take longer, advise you of this and keep you updated

Keeping you informed

We will keep you as up to date as possible on changes to the way services are carried out and to laws that govern our leaseholders. We will let you know about changes via our website where you can view our leasehold newsletters. On our website, you can access more detailed information about the services we provide, how we calculate your service charges, information about major works and policies that affect you. Visit www.lewisham.gov.uk.

Communications

From time to time, we will send you information by email and text if you have provided us with an email address or mobile phone number. This will include a monthly resident's newsletter. You can opt out (unsubscribe) from these emails and texts at any time. You can view your contact preferences and update your settings at any time on the [Resident Portal](#). You can call us on 0800 028 2028 to opt in or opt out of any method of communication. Alternatively, you can write to us at customer.relations@lewisham.gov.uk or Customer Relations, Lewisham Council Housing Services, Laurence House, SE6 4RU. [View our privacy notice](#).

3. Terms and definitions

This is not an exhaustive list, but it defines what we mean when we use these key terms in this guide, and in many of our policies that the guide refers to:

Leaseholder. For the purpose of this guide, when we mention leaseholders, we are generally referring to:

- someone who purchased the lease for their property under the Right to Buy, and
- any leaseholder who has subsequently purchased that property
- those who purchased under the shared ownership scheme including those who own 100% share in their property.

Lease. We have different types of leases. These are:

- Flats in purpose-built blocks
- Flats that have been converted from an existing building (for example a large house)
- Shared ownership
- Miscellaneous leases

Shared ownership properties are leasehold properties where the leaseholder can purchase a share of the property and pay rent on the part of the property retained by the landlord. A shared ownership lease is broadly like any other type of lease but will have extra conditions in it, such as paying rent and buying more shares (staircasing) and not being able to sublet until the shared owner owns 100% of the demised property (see definition below).

Right to Buy leases. This is the standard form of Council lease and applies to those leaseholders who bought their flat via the Right to Buy scheme or any leaseholder who has purchased the flat subsequently.

Other types of leases are some leasehold properties that have been acquired by the Council due to boundary changes in the borough or have been bought back by the Council for various reasons.

‘Demised premises’ or ‘The premises’ generally means the parts of the property that the leaseholder occupies or owns. It is the physical boundaries that identify the property being leased or transferred and is usually shown edged red on the Lease Plan. For example, the windows, doors, internal parts of the premises, and gardens or fencing to the exterior etc. The specific areas are defined in your lease. Throughout this guide we will refer to the demised premises or the premises as the ‘leasehold property’.

Reserved property is used to refer to the shared parts such as staircases, lifts, steps, sheds and/or other parts of the building.

Glass/ Glazing: The Glass component within a window

Double-glazed sealed unit; the sealed pane assembly originally installed within the frame

Window frame: the structural frame surrounding the glazing / sealed unit

A service charge is the charge payable by a tenant, leaseholder (including shared owner) or licensee, towards the costs of services, general maintenance, and communal repairs. It covers other charges or costs, including administrative or management costs where the cost is not recovered through a rental charge.

Service charges, as well as major works costs, are shared between properties in your building/estate. The council pays the proportion relating to rent-paying tenants from the rents received. The cost of services to tenants is not subsidised in any way by leaseholders.

Management and administration fees cover costs associated with managing properties, administering service charges, and rent accounts, income collection and providing customer services.

Sinking fund or reserve fund is money collected to cover the cost of future large expenditure items such as a lift or new roof. It provides a way to spread the cost of expensive repairs, maintenance, or replacement. If you contribute to the sinking or reserve fund, your contribution will be evident in the service charge statement, and we will inform you of the balance in the account annually.

Note: While the lease allows for it, sinking funds are not currently operated by Lewisham Council for most leaseholders, but are in operation, as required, for shared owners.

Apportionment of costs. Leaseholders are charged for their share of the cost of providing services or delivering works as defined by the lease. Where the lease does not specify an apportionment method, we will seek to achieve a fair and reasonable apportionment and divide costs between all residents in a block and/or estate.

Lessee's or leaseholder's covenants usually refer to rules and regulations (responsibilities) that govern both your home, and the development. By signing the lease, you are legally bound by these rules and allow us to take legal action against you should you breach any of the terms and covenants. For example, as a leaseholder you would have agreed to pay a service charge and to ensure that you, along with any sub tenants, lodgers or visitors do not cause antisocial behaviour etc.

The First Tier Tribunal (FTT) is an organisation appointed to make decisions on various types of disputes relating to residential leasehold property. It has taken over a number of powers that the county court used to enforce.

The tribunal is an independent organisation that has powers to sort out disputes between leaseholders and their landlords. Both landlords and leaseholders can apply to the FTT for help in dealing with an issue. See [page 46](#) of this guide for more

information.

4. What is leasehold?

This section provides general guidance on the contents of our standard or model leases.

A lease is a legal agreement between the landlord (known as the freeholder), and the person buying the lease (known as the leaseholder). In some places when referring to this relationship a leaseholder may be referred to as a tenant and the freeholder as the landlord. A lease gives the leaseholder rights over the property for a fixed number of years. This is from the date the first lease was granted in the block or building. It is not necessarily the date you signed your lease.

In most cases, we are the freeholder of your home. There are a very small number of homes where we are the leaseholder and have sold you a sublease. You would have been told this before you bought it if this was the case.

Buying a long lease on a property gives you the right to live in that property for the number of years left on the lease. During that time, you may be able to sell the lease, extend the lease, or buy further shares in the property if you are a shared owner. When the lease ends the property returns to the freeholder. In many cases, the lease can be extended¹, but there is a cost for this. In some cases, a leaseholder can also apply to buy the freehold.² See page 43, [‘Other transactions’](#).

There may be some instances where the freehold is bought by leaseholders under the Right of Collective Enfranchisement. At present, the Right of Collective Enfranchisement does not apply to shared owners until they have purchased 100% share of their property.

If you have any questions about your lease, you can talk to us or get independent advice from a solicitor, Citizen’s Advice Bureau, local Law Centre, or [LEASE, The Leasehold Advisory Service](#).

¹ Shared owners do not have the automatic right to extend their lease.

² Shared owners would have to have purchased 100% share of their home.

5. Rights and responsibilities

The lease sets out the obligations and responsibilities of the landlord and the leaseholder. These are referred to as covenants in the lease. This is particularly important when it comes to repairing and improving the property. Some covenants place obligations on either you or us to do certain things, while others prevent you or us from doing certain things.

By signing your lease or when the lease has been assigned to you, you agree to accept the condition of the property, and the condition we expect you to maintain. In most leases you will have promised: not to allow any act or thing that may be or may become a nuisance to us or other residents of the building or estate and not to obstruct shared access ways, hallways, passageways, and paths or allow this to happen.

Your rights and responsibilities include but are not limited to the following:

Your responsibilities

- To seek our permission to make alterations
- To pay towards the maintenance of the property
- To keep your property in good repair
- To ensure you, members of your household or visitors do not cause any anti-social behaviour, for example, noise. [For more information about this, see our antisocial behaviour policy.](#)
- Not to engage in criminal activity in your home or any shared area
- Not to sublet your property as a house in multiple occupation, holiday let or Airbnb

Your rights

You have the right to:

- be provided with information about service charges, including major works and insurance
- Know the landlord's (freeholder's) name and address
- Be consulted about certain maintenance, running costs and major works
- Challenge certain charges under some circumstances

See your lease for specific clauses relating to your rights and responsibilities.

It is important to note that you must not threaten, verbally abuse, or assault your neighbours, any member of our staff, agents, or contractors. If you, members of your household, or visitors breach this condition we may impose a restriction and commence legal proceedings to end your lease agreement. [See our Unacceptable Behaviour policy](#).

Our responsibilities

Examples of our responsibilities include:

- Dealing with anti-social behaviour
- Managing our estates – including caretaking, and grounds maintenance
- Setting the rent (Shared Owners) and service charges
- Collecting rent and service charges
- Managing repairs to shared areas
- Managing planned work including major works programmes
- Enforcing tenancy and lease conditions

For more information, see page 18, [‘Services you receive’](#).



6. Overview of charges

As well as the charges listed below, the main charges you can expect to pay are service charges, which are explained in [Section 11](#), and charges for major works, explained in [Section 12](#).

Ground rent

Ground rent is the annual charge payable to the freeholder for the continuing right to occupy the property. The amount payable will be set out in the lease. It may only be a nominal amount ('peppercorn').

Each year, with your service charge bill, we will send you a Notice of Ground Rent. This Notice provides:

- the amount of rent due
- the date on which you must pay it, or if the demand is sent after the due date, the date on which it is due under the terms of the lease

Management charge – annual service charges

This charge includes overheads for the Home Ownership team, running the service, the cost of the service charge audit, customer service and anti- social behaviour. The leasehold management charge comprises of two rates:

- the low rate for street properties and
- the high rate for flats in blocks and estates

Managing blocks and estates requires more work to the building and estates. Flats in blocks and on estates have more communal spaces and therefore require more services compared to street properties.

Street properties have lower cost as they receive fewer services, and the same level of work is not required in calculating the charges and managing the accounts.

Management charge – major works

Managing major works is often a complicated process involving a number of legal processes and staff resource. We charge leaseholders their portion towards the associated costs of managing this when major works are carried out in a building containing leasehold properties. It includes issuing notices required by law, tendering the work, and meeting with residents.

As well as the management charge, there may also be professional fees that cover the costs of outside consultants, such as surveyors, architects, and engineers. These costs are shown separately on your service charge bill.

Our charges are based on recovering the money we spend in supplying these services to leaseholders.

Administration charges

These charges are for work that is usually carried out to benefit an individual leaseholder. For instance, when providing information when you want to sell your lease, and when granting permission when you want to make changes to your home.



7. Insurance

How your flat is insured depends on the type of lease you have.

7.1 Shared owners insurance

The Council arranges the buildings insurance for the entire block including your demised premises and recharges the leaseholder for their contribution towards the premium via their service charge bill. When a Shared owner purchases their property, they will be given a copy of the buildings insurance policy document by their solicitor. Shared Owners can request a copy of the policy each year from our Insurance Team.

Making a claim

Should you need to make a claim from this policy then please contact the Council's Insurance & Risk section on 020 8314 6563 or insurance@lewisham.gov.uk.

7.2 Right to Buy lease insurance

Leaseholders' insuring responsibilities

The leaseholder must purchase buildings insurance for the parts of the building they own – defined as the 'demised premises' within the lease shown edged in red on the lease plan. The leaseholder is free to insure with any reputable insurer, but the following points should be noted:

- The cover should be on a comprehensive basis i.e., for the full range of insured perils. It is not acceptable to insure only for fire damage or other limited perils
- The policy should ideally be in the joint names of the leaseholder and the Council. However, if your insurers aren't willing or able to write the cover on this basis, the Council would accept an arrangement whereby its interest is noted on the policy as the lessor or freeholder, whichever term the insurer prefers
- The sum insured should be for the full reinstatement value of the "demised premises" (not the market value) and should include costs such as alternative accommodation, site clearance, demolition, loss adjuster or legal fees etc
- The cover is not optional. It is a condition of the lease and not insuring your flat is a breach of the lease

- There is no obligation in the lease to insure your contents as the Council have no insurable interest in them, but nevertheless this is still recommended
- Whilst not a requirement of the lease, it is recommended that your buildings insurance policy includes cover for liability to the public as this will protect you from claims made against you by your neighbours and the Council should a fire, flood etc caused by yourself affect other properties within the block. This may already be included within your policy but check with your insurers if it is not clear
- If you are subletting the property then you may prefer to obtain Landlord's insurance which may provide buildings, contents, and liability cover in a single policy document
- Whilst it is not essential that you send a copy of the policy to the Council, the Council reserves the right to request a copy of the policy if required
- If you are unsure that your policy meets the requirements of the lease or need advice about the cover then please contact the Council's Insurance & Risk section on insurance@lewisham.gov.uk or 020 8314 6563

The Council's insuring responsibilities

The Council is responsible for insuring the communal areas and main shared structural parts of the building (defined within the lease as the "reserved premises") plus any unsold flats. The following points should be noted:

- The insured perils covered under our policy are fire, lightning, explosion, aircraft, earthquake, impact by road vehicle or animal, storm, and malicious persons acting on behalf of a political organisation
- Insurable risks not covered under the Council's policy are covered via the Council's self-insurance arrangements. The Council would meet the cost of reinstating any damage caused to the 'reserved' premises by an insurable peril (including water and weather-related perils, subsidence, landslip, and heave) from its insurance provisions
- The cost of repairing damage directly attributable to an insurable peril should not be recharged to leaseholders
- All lessees are charged a contribution towards the upkeep of the Council's insurance policy and self-insurance arrangements as part of the service charge bill
- As the policy is only covering the Council's parts of the building, a leaseholder would not be able to make a claim directly against this policy. Likewise, the Council's buildings policy cannot pay for any damage to a leaseholder's property

A copy of [the Council's policy covering the 'reserved premises' can be found on our website](#).

Making a claim

If there is damage to the 'demised premises' then you should refer the claim to your own buildings' insurers. A policy excess would usually be payable (you will need to check your own policy to find out how much). Assuming the damage was caused by a peril insured under your policy, then referring the matter to your own insurers will be by far the quickest way of getting the repairs authorised and damage to your property rectified.

If the damage was caused by another resident in the block (for instance due to a poorly fitted washing machine or allowing their bath to overflow) then you should provide their details to your insurers and ask them to try to make a claim. Please be aware however that only the leaseholders in the block are obliged to have insurance and tenants may not have resources to reimburse the insurers.

If the damage to your property is not covered by your policy and you believe that it is the Council's fault (for instance a leak from the roof or a leak from a tenanted property) then you could attempt a claim against the Council's public liability policy. However, such claims would only be successful if it is proven that the Council has been negligent in some way. Please contact the Insurance & Risk Section on 020 8314 6563 or insurance@lewisham.gov.uk for the appropriate claim form.

7.4 Other types of leases

The insurance arrangements on these properties are dependent on the wording of the lease but usually the Council is responsible for insuring the property and will issue a separate bill for insurance to leaseholders annually.

8. Shared ownership rent

Shared owners are responsible for paying rent to the Council for the share of the property the Council owns. We collect your rent and service charge payment as one monthly payment. Payment is collected by direct debit on the 5th of each month.

Rent review

Check the terms of your lease to see how much we can increase your rent by. It will be either:

- the Retail Prices Index (RPI) plus up to 0.5%; or
- the Consumer Prices Index (CPI) plus 1%

If your rent increases in line with RPI, the rent will be capped at a figure representing the RPI increase plus 0.5%. This means that where the RPI is zero or negative the most the rent can increase by is 0.5%.

If your rent increases in line with the CPI, the most your rent can go up by is the percentage increase in the CPI for the last 12 months plus 1%. If the CPI increase for the 12 months is -1% or below, your rent can be held at 0%.

Shared ownership rents increase once a year. Your rent will be reviewed every April as per the condition of your lease. The rent is generally reviewed on an 'upwards only' basis and will not go down when reviewed.

For a worked example of the shared ownership rent increase calculation, please visit:

- [Shared ownership rent: annual increases - Shared Ownership Resources](#)
- [Shared Ownership London - Share to Buy](#)
- [Shared ownership homes: buying, improving and selling: How shared ownership works - GOV.UK \(www.gov.uk\)](#)

9. Services you receive

We supply certain services to internal or external shared areas of buildings and estates which you pay a contribution towards. Services will vary depending on where you live. These may be carried out by our staff or contractors we appoint and manage. These may include, for example:

Service	Description of the Service and how we arrive at your share of the cost
Asbestos surveys	This is the cost of the assessment carried out to the communal areas of your building. A copy of the latest survey is available to order through our online shop . There is no charge for a copy of the survey
Bulk waste removal and disposal	This is a regular service to blocks on estates to collect, remove, and dispose of large waste items generated by residents living in the blocks on housing estates. The cost is based on the cost of the service and apportioned between the numbers of properties the service is provided to.
Caretaking	We multiply the average number of hours spent on a building over the course of a year by the cost per hour. This gives us the cost of supplying the service to the block. The hourly cost includes wages, equipment, materials, supervision, uniforms, phones, plus any other overhead costs of running the service.
Communal lighting	This is the cost of the electricity supplied to communal lighting. The energy cost is divided by the number of dwellings who benefit from the communal lighting.
Door entry system	The cost included in service charges is for the shared parts of the system and does not cover the cost of handsets inside individual dwellings. If the handset inside your home needs repairing, you will have to pay the full cost of the repair. The cost is divided by the number of properties who benefit from the service. Properties with direct street access are not charged for this service.
Fire risk assessment	This is the cost of the assessment carried out to the communal areas of your building. A copy of the latest survey is available to order through our online shop . There is no charge for a copy of the survey.
General building and estate repairs	We also deliver repairs and maintenance to maintain the structure of the building. This service is the day-to-day repairs and maintenance work we carry out to the structure and shared parts of your building and the estate. Building maintenance includes work to: • shared parts, for example, the roof, shared doors, stairways, main storage tanks • drains and gutters, including jetting

	• rubbish chute clearance • maintaining estate roads and paths We divide the cost of the work plus the overheads of running the service by the number of properties in the building or on the estate. In some cases, the repair may only be relevant to one part of the estate, in which case, we take this into account in the calculation.
Grounds maintenance	We divide the total cost for the area by the number of properties benefitting from the service. In some cases, the block will not be part of an estate. If this is the case, the costs will be for maintaining the green areas around the block.
Ground rent	This cost is determined by your lease.
Heating and hot water	You are charged for this service if your property is connected to a central boiler shared by a number of properties.
Insurance	The cost is based on the insurance premium for the common parts of the building.
Lift	Costs for lifts include regular checks, servicing and maintenance, and call outs to repair a broken-down lift. It also includes the cost of the electricity used to run and light the lift. The charge is divided between the number of properties benefitting from the lift service. We do not charge ground floor properties for the lift.
Management	This charge is for the work that has to be carried out to provide a management service to leasehold properties. The charge includes employee costs and the cost of support services sometimes called overheads. Typical overhead costs are office accommodation, printing, stationary, phones, postage, equipment, building running cost, IT software, licences and support, audit costs, HR.
Pest control	This service is provided to buildings where there are known problems with pests. Before a block treatment is carried out, you will be notified by letter and asked to provide access to your home. This type of treatment can only be properly effective if all properties and shared areas in a building area treated. If necessary, we will take enforcement action to ensure that access is gained to every property in the building. For more information see our Pest Management policy.
Sweeping	Our staff sweep estate roads and paths. The cost is based on the cost of the service and apportioned between the number of properties the service is provided to.
Technical servicing and repairs	This charge relates to servicing and repairs of water storage tanks, lightning conductors, fire and building safety systems and signage and aerials. We divide the cost of the work plus overheads for running the service by the number of

	properties in the building or on the estate. In some cases, the repair may only be relevant to one part of the estate, in which case, we take this into account in the calculation.
Window Cleaning	We have a window cleaning service for windows in shared areas. The cost is based on the cost of the service and apportioned between the numbers of properties in the building the service is provided to.

The various services shown above are among the most common services that leaseholders receive. Your building and estate may receive some or all these services and may receive other services not listed here.



10. Repairs and maintenance – your responsibilities

According to your lease, you have a full repairing clause for your leasehold property which means that you are responsible for any repairs to the inside of your flat except where the lease specifies. We are responsible for repairing and maintaining the building which includes the foundation, structure, and common parts.

You will pay a share of any repairs carried out to the structure, the outside of the building and shared areas of the building and the estate. In most cases we work out your share of the cost by dividing the cost by the number of properties which benefit from the work.

We include repairs that cost you less than £250 in your yearly service charge bill. For more expensive repairs, see [‘Works requiring consultation’](#).

You should not carry out, or make your own arrangements to carry out, repairs to the shared areas, structure or outside of the building. You should let us know about any work that needs to be done by contacting the Repairs Service.

For most leaseholders, the insurance premium that you pay in your service charge covers repairs to the shared areas and to the structure and exterior, if they are needed as a result of an insured risk, such as fire, flood, or storm damage. It does not cover normal wear or tear. [See Section 7 ‘Insurance’](#).

Repairs inside your home

There may be some occasions where we need to investigate or carry out work inside your home such as to water pipes, drainage, or wiring that runs through and serves more than one property.

Otherwise, the only repairs that we will carry out inside your home are to entry phone handsets situated inside your property and heating systems that are supplied to more than one property. If the work is substantial, you will receive a written quote before the work is carried out. We will send you the bill for the full cost of the repair. In most cases we will need to add VAT and a management charge to the cost of the repair.

For works requiring our permission please see [Section 14 ‘Permissions requests’](#). [View our Alterations and Improvement policy](#).

Windows and doors

Responsibility for windows varies depending on the terms of your lease. For most Right to Buy leaseholders, you are responsible for glazing, glass, locks, fasteners and other internal window components. The Council is responsible for window frames and double-glazed sealed units originally installed by the Council. You should always check your lease before arranging repairs. See the relevant schedule of your lease, usually called 'Demised Premises' or 'The Premises'.

If you would like to renew the windows in your home please ensure you read our [Alterations and Improvements policy](#) to ensure you follow all the steps required and obtain appropriate permission.

Water leaks

Leaks can vary from major bursts, which can result in flows of up to 60 litres of water per minute, to minor leaks, which may remain undiscovered for several months if the leak is in a concealed area, or where the building is unoccupied for long periods.

Leaks into your property

If water leaks into your home, you should first try to see where the water is coming from. If you are certain that the water is coming from the flat above:

- If possible, talk to the person living in the neighbouring property who may be unaware and may be able to solve the problem. For example, repairing a faulty washing machine, or reporting a visible leak to the Repairs service
- If the person in the flat cannot identify the source of the leak, or you are at the top of the building, you should contact the Repairs Service. Give as many details as possible, including details for the property from which you think the water is coming

If you are not sure where the water is coming from, or you believe it is coming from the roof, guttering, etc. contact our Repairs service and give as many details as possible to help them to identify the problem and send the correct trade. Where we are responsible for the repair, we will make arrangements to carry it out and recharge your share of the costs in with your service charges, where appropriate.

Leaks from your property

If the leak is coming from your property, it is your responsibility to organise the repair work swiftly. You may be notified about the leak by a neighbour who is being affected by it or by us if your neighbour has reported it directly to us.

If we are alerted to a leak coming from your property we will try to contact you by telephone, email and post. It is important that you let us know if your contact details have changed so that we can contact you without delay and without causing more damage to the common parts of the building or your neighbours' homes.

If you do not respond to us in the timescale we ask you to, we may have to take legal action to ensure you repair the leak. We really want to avoid this as it takes time and incurs costs which you may be liable for.

If we have to move your neighbours out of their home on a temporary basis due to the severity of the leak, you may be recharged the cost of their temporary relocation costs.

Where we need to assist in locating the source of a leak from tiled bathrooms/kitchens, we sometimes need to remove tiles. We cannot take responsibility for replacing the tiling/decorations. Plumbing, i.e. pipes/waste pipes etc, must be accessible for inspection.

Non-resident leaseholders

If you do not live at the leasehold property, we will contact you using the contact information you have provided us with. If you are unable to provide us with access yourself, you will need to arrange access either via your tenants or a managing agent. However, as the leaseholder of the property it is your responsibility to ensure we gain access and that the leak is fixed promptly.

Insurance

In accordance with the terms of your lease you must arrange buildings insurance for your property. The insurance you pay along with your annual service charges covers the common parts of the building only and not your individual home. If there is a leak from your home causing damage to other areas of the building including your neighbours' homes, then you should alert your insurance company for you to make a claim for damage caused.

If you are a Shared Owner, email the Council's Insurance Team via insurance@lewisham.gov.uk, as you contribute towards the insurance premium for the whole building i.e. the common parts and your individual home.

You'll need to pay a plumber to fix the problem (unless it's a communal pipe which is our responsibility to fix).

Preventing water damage and leaks

Do Not:

- Ignore a dripping tap
- Discard nappies, wet wipes or cotton buds down the toilet
- Discard cooking fat down the sink
- Stand on sanitary ware
- Carry out alteration works to the plumbing in your property without seeking landlord's permission – see section 15 of the leasehold guide for more information [Lewisham Council - Getting started](#)

Do:

- Find out where your stopcock is and how to turn it off, test it works at least twice each year
- Turn off your water supply at the stopcock if you are going away for a long period of time
- Make sure that pipes and tanks are insulated or heated to prevent them from freezing
- Check for leaks in high-risk areas such as bathrooms, kitchen, boiler rooms etc at least once a year and ideally more regularly
- Check underneath the bath, shower and basin
- Check sealant and grout around shower trays, bathroom and kitchen fittings ensuring they are maintained in good condition
- Make sure you prevent excessive quantities of water from spilling onto bathroom floors from washing, bathing or showering, where the floor is not designed for such purposes
- Use an approved plumber to fit plumbing
- Maintain all heating appliances that you are responsible for in accordance with the manufacturer's guidance

Common causes of leaks

Kitchen appliances

Kitchens are a common source of escape of water, with built in appliances such as washing machines and dishwashers using large amounts of water. The pipes allowing water to flow can come loose, have joint failures or mechanical faults that can all lead towards a leak, so it's important to ensure these are fitted correctly and maintained where needed to mitigate the chances. Freezers defrosting can also cause issues.

Toilet cisterns and tanks

A similar issue to kitchen appliances pipes which can happen in toilets is joint failure, which can start out as a small leak and grow into something more substantial. In addition to this, other issues such as limescale can occur and cause damage, plus the chances of frost in a bathroom with an outer-facing wall.

Bath, shower and sink sealant

Whilst it may seem obvious if there is a leak in a bath, shower or sink, this may not always be the case. Hidden pipes again provide a risk, as well as the potential for blocked drains, which can cause water to back up and overflow. Regularly cleaning drains with an appropriate domestic use unblocker is a good way to reduce these chances. Damaged tiling and bath seals can also cause leaks.

Waste pipes and joints

Similarly to baths, showers, sinks and toilets, waste pipes can become blocked easily and the backup can cause overflowing or put undue pressure on the pipes.

Joint failure can occur over time, especially if not fitted correctly, and the cold weather can also be a common cause of issues.

Immersion heaters and boilers

Heaters and boilers are often hidden away, making these a significant cause of escape of water and ones that can take a while before they are spotted. Limescale, over-pressure, mechanical faults and joint failure are all risks when it comes to these, which means regular checks by an approved plumber are essential.

Radiators

With the temperature of radiators changing frequently, and with them being out in the open and visible, the chances for damage are heightened. Corrosion over time is possible, as is joint failure if pipes aren't fitted correctly.

Supply pipes and joints

Corrosion and erosion are possible with pipes and joints, especially as these are hidden away from plain sight. Water pressure and the potential for frost and changing weather conditions are also risks. Soil stacks are prevalent in new builds and, given they are boxed away, can suffer severe damage before becoming visible.

Bathing

We understand some residents prefer to bathe using buckets, jugs or pitchers. This tends to produce more splash back and water on the floor.

You can help to prevent this by:

- using shower curtains
- checking your floor tiles are sealed properly

Overflowing sinks, basins and baths

This is easily done when you're distracted but can cause a lot of damage.

Checking taps

Sometimes we or the local water authority have to turn the water off in certain areas when work is ongoing. We should tell you when this happens.

Make sure your taps are turned off during this time to make sure you do not flood your home when the water is turned back on again.

Gas checks

We do not carry out gas checks in leasehold properties. It is your responsibility to make sure that your gas appliances are in safe working order and arrange for any testing and servicing needed. This includes any central heating boiler. We strongly recommend that you arrange for a Gas Safe-registered engineer to inspect all of your gas appliances each year. If you sub-let your leasehold property, you are a

landlord and you must ensure your gas supply and appliances are checked annually. Gas safety certificates must be provided to your tenants each year. See [Check Your Gas Appliances - Gas Safe Register](#) for more information

For more information on landlord responsibilities visit www.gov.uk/renting-out-a-property.

Electrical equipment and wiring inside your property

You are responsible for the electrical supply inside your home. You must make sure that the wiring inside the property is safe and meets the demands of the electrical equipment you use. Any work must be carried out by a properly registered electrician. We are responsible for supplying electricity from where it enters the building to the point where it enters your property. These cables are called the lateral mains. If work is needed to the lateral mains, as a leaseholder you must pay a share of the cost.

Drains

If a blockage has happened inside your property, it is your responsibility to have the drain cleared. If the blockage has happened outside your property, but the drain is only for your use, we may carry out the repair and recharge you for the work.

If the drain serves more than your property and the site of the blockage is outside your home, we may be responsible for carrying out the repair. If you have not been able to find out where the blockage has happened, you should ring the Repairs Service as we may need to arrange for someone to investigate and would carry out any work that we are responsible for. Depending on what the investigation reveals, we may charge you the full or shared cost of the work. We will only charge you the full cost of the inspection if it reveals that the repair is your responsibility.

Summary of repair responsibilities

The summary below is general guidance only and does not replace the terms of your lease. Where there is any difference between this guide and your lease, the lease takes precedence.

Right to Buy leaseholders

Inside your property	We are responsible for	You are responsible for
Gas appliances		✓
Boiler		✓
Electrical wiring		✓
Drains		✓
Broken - glass		✓
Failed double glazed unit originally installed by the Council	✓	
Damaged window frames	✓	
Broken window locks and fasteners		✓
Pipes		✓
Cables		✓
Fixtures and fittings		✓
Ceilings		✓
Walls – non-structural and non-party (not shared with next door)		✓
Front entrance door to your flat		✓
Internal doors		✓
Bathroom and kitchen units		✓
Skirting boards		✓
Floors and floor coverings, tiles, laminate flooring, carpet		✓
Joists and beams	✓	
All plasterwork		✓
Floors structural elements	✓	
Balcony doors	✓	
Outside your property	We are responsible for	You are responsible for

Walls – party (shared with next door) and structural	√	
Foundations	√	
Shared (communal) doors	√	
Roof	√	
Heating systems to more than one property (communal system)	√	
Shared drains- gutters, downpipes	√	
Shared electric (lateral mains)	√	
Shared plumbing	√	
Shared areas	√	
External decorations	√	
A garden included in your lease plan		√
Demised boundaries / fences in garden if applicable		√

Shared owners

Inside your property	We are responsible for	You are responsible for
Gas appliances	N/A	N/A
Boiler (HIU)	√	
Electrical wiring		√
Drains		√
Windows - glass		√
Windows – double glazed sealed units fitted by us		√
Pipes		√
Cables		√
Fixtures and fittings		√
Ceilings		√
Walls – non-structural and non-party (not shared with next door)		√
Front entrance door to your flat including locks and fasteners	√	
Internal doors		√
Bathroom and kitchen units		√
Skirting boards		√

Floors and floor coverings, tiles, laminate flooring, carpet		v
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Joists and beams		✓
All plasterwork		✓
Glazing		✓
Window frames	✓	
Locks and fasteners inside your flat		✓
Floors structural elements	✓	
Balcony doors		✓
Outside your property	We are responsible for	You are responsible for
Walls – party (shared with next door) and structural	✓	
Foundations	✓	
Shared (communal) doors	✓	
Roof	✓	
Heating systems to more than one property (communal system)	✓	
Shared drains- gutters, downpipes	✓	
Shared electric (lateral mains)	✓	
Shared plumbing	✓	
Shared areas	✓	
External decorations	✓	
A garden included in your lease plan		✓
Demised boundaries / fences in garden if applicable		✓

11. Paying your service charge

When you purchased and signed your lease, you agreed to pay a share of the costs of providing services, works and insurance. We use the service charge that you pay each year to pay for the day-to-day services provided to your building or estate, as explained in Section 9 of this guide.

We do not make a profit from service charges.

Most of our leases say the cost of the service must be shared equally between all the properties which benefit from the service. What we can and cannot charge for, and how your share of the charge is worked out, is all set out in general terms in the lease.

Each year you will receive:

- a service charge bill including ground rent and insurance and
- a statement of the actual costs

As set out in your lease, you will receive a service charge bill at the beginning of each financial year, 1 April, based on the estimated cost of the services for the coming year.

For more information, please see our [Service Charge policy](#).

For shared owners, your service charge amount is divided into twelve equal monthly payments, and payment must be made by direct debit each month.

For all other leaseholders, when you receive your annual service charge bill you will be required to make payment in full within 21 days of the invoice date. If you prefer to spread the cost, we can offer interest free instalments, on request.

Summary of costs and inspecting accounts

You have the right to be given a written summary of costs for service charges. You must make your request in writing, and it can only relate to the most recent period in which charges have been raised. We have one month to provide this (or six months from the end of the relevant period). This is usually the October after the end of the financial year the accounts relate to. The summary should show how the costs we have paid are reflected in the service charges.

Once we have provided the summary, you have six months in which to write to us asking to inspect the accounts and relevant documents. We must respond to this request within one month and keep the facilities available for up to two months. There will be no charge for inspecting the accounts, but we may charge you for photocopying information.

Payment methods

You can find up-to-date details on the various ways to pay [on our website](#):

- Online: You can make payment using your debit or credit card
- Direct Debit: You can set up a monthly Direct Debit by returning a Direct Debit mandate. Collections are made from your bank account on, or around the 5th of each month
- Over the phone: call 08000 028 2 028 or call our 24-hour automated card payment service on 020 8690 8707. You will need your 10-digit service charge number

If you are unable to pay your service charges, it is important that you contact the Home Ownership Team to discuss your circumstances and make an arrangement. If you fail to pay your service charges or do not arrange to pay, you will be in breach of your lease and recovery action will be taken against you which could lead to legal proceedings. You may incur further charges and your home may be at risk.



12. Major works – works requiring consultation (Section 20)

From time to time, we may need to carry out major works such as repairs or maintenance of the communal and structural parts of the building and communal areas (shared areas) of estates as well as communal gardens, and parking areas. If the cost of the major works will exceed £250 for any one leaseholder, then we are required to consult you under Section 151 of the Commonhold and Leasehold Reform Act 2002 (the act).

For some types of service agreements that last longer than 12 months and will cost any service charge payer over £100, for example ground and lift maintenance agreement, we will consult you under the Section 20, qualifying long-term agreement (contract).

Section 20 consultation provides the opportunity for you to comment on our proposals and request further information where required. You will also have the opportunity to nominate a contractor where public notice has not been given.

Note: It is not possible for leaseholders to nominate a contractor where there is a Public Notice Contract.

As well as the formal consultation, where substantial work is taking place, we hold meetings with residents to discuss the proposed work and ask your views on various issues.

[Download our detailed guide to Section 20 consultations.](#)

Emergency work

There are times when we will not be able to consult you fully. For example, when the work is an emergency and any delay may risk or cause further damage, resulting in extra costs. If this happens, we will still give as much notice and information as possible.

What happens if we do not consult with you?

The First Tier Tribunal (FTT) has powers to make decisions where a landlord has not kept to the consultation requirements. This is known as dispensation. [Information on this can be found on the LEASE website.](#)

See also [page 46](#) for more information on FTT.

If we do not consult with you and do not obtain dispensation from the FTT, there is a limit to the amount we can charge you.

Calculating major works costs

We calculate your share of the costs in accordance with your lease.

Your lease identifies the block and/or estate that your property is in and the services that are provided to you and sets out that your responsibilities for paying towards these costs.

If you require advice about the terms of your lease, please speak your solicitor, the [Citizen's Advice Bureau](#) or the Leasehold Advisory Service www.lease-advice.org.

Right to Buy – the five-year protection period

If you bought your flat under the Right to Buy (RTB) scheme, your solicitor should have told you about the estimated costs of providing services and major works during the first five years of your lease. This is known as the initial period and the amount we can charge is limited to this period.

Once the estimate has been provided in the RTB Section 125 offer notice, we are not allowed to charge you more than that figure during the first five years of your lease, except to take account of inflation.

If you bought your flat after the first five years following the RTB, we would have provided your solicitor with as much information as possible on the cost of any works planned for your building or estate. The charges for the work will not be subject to the same restrictions as they would be following the initial RTB purchase as mentioned above.

Summary of consultation process

Generally, the consultation process involves the following:

- First stage – Notice of Intention
- Second – Notice of Proposal (estimates)
- Third stage – Notice of Award

Notices are served under [Section 20 of the Landlord and Tenant Act 1985](#).

Notice of Intention

This is considered the pre-tender stage. During this stage, you will be notified of:

- the works to be carried out and the reason why it is important to do so

- you will be given no less than 30 days to make comments (observation) regarding the proposed works and,
- the chance for you and/or any Recognised Tenants Association to put forward the name of a contractor you would like us to ask for an estimate. However, you do not have to put forward a contractor

Notice of estimates

We will inform you:

- of the estimates we have received from the contractors
- a summary of the comments we received during the first stage of the consultation (or make available for inspection)
- where and when you can inspect the estimates
- an invitation for you to make comments in writing
- the address and date by which the comments should be made. It will not be less than 30 days after the notice is given

Notice of award

Within 21 days of entering into the agreement, we will send you a notice of the award of contract. This is given only if we have not chosen the contractor with the lowest estimate/tender or contractor nominated by you.

The award will include:

- the reasons for awarding the contract, or say where and when you can inspect those reasons; and
- give a summary of the comments (observations) or say where and when you can inspect the summary and our response

Public Notice contracts – consultation

These are contracts for supplying goods and services with a value above certain limits. These contracts must be advertised by public notice, and you will not be able to nominate a contractor. However, we will ask for and consider your opinions and views before awarding the contract.

Section 20b notices

Following your Section 20 notice, you may also receive a Section 20b notice. Notices are served under [Section 20b of the Landlord and Tenant Act 1985](#)

We serve Section 20b notices to tell leaseholders the amount we have spent so far where the final costs remain unknown.

The reason Section 20b notices are served is because the Act limits service charges by imposing a time limit (18 months) on the making of a demand.

Further information can be found on LEASE website: [Section 20 Consultation for Council and other public sector landlords - The Leasehold Advisory Service \(lease-advice.org\)](#).

See The Leasehold Advisory Service for more information on [long-term agreements](#).

Public Notice contracts can be viewed on Gov.uk. [Find a Tender \(find-tender.service.gov.uk\)](#).

[Read the consultation requirements for long term agreements](#).

The consultation rules for qualifying work are set out in Schedule 3 and Schedule 4 of the 2003 [service charge regulations](#).

13. Paying for major works

Actual costs

If you receive an **actual** major works bill you will be required to make payment in full within 21 days of the invoice date. For resident leaseholders, we can offer interest free instalments.

Estimated costs

If you receive an **estimated** major works bill, you are required to make payment in full within 21 days of the invoice date. For resident leaseholders we can offer interest free instalments based on at least 90% of the estimated bill until we know the actual cost of the work.

Once the actual cost of works is calculated an adjustment will be applied to your major works account and we will review your account balance and payments.

Please visit our website for more [information about the payment options available to you](#).

If you experience difficulties paying it is important that you contact the Home Ownership Team immediately. You can discuss your circumstances with a member of the team, who will help you identify financial assistance you may be entitled to, to reach an arrangement to pay.

If you receive bills for £10,000 or more for major works in any five-year period, the bill may be considered by the Council for a discretionary reduction.

You can discuss these options with the Home Ownership team or find more information about this on our website: [Paying for major works](#)

If you do not pay the major works bill within 21 days of the invoice date or do not come to an arrangement, you will be in breach of your lease and recovery action will be taken against you which could lead to legal proceedings. You may incur further charges and your home may also be at risk.

14. Building safety and fire safety

Building safety

We are fully committed to keeping our residents and buildings safe. We have a programme of safety checks, as well as having in place prevention, detection, and risk management measures.

We recognise that communication with residents is a key element of safety management, to ensure you can play your part in keeping a building safe or can contact us if there is a problem.

Certain buildings, such as buildings over 18 metres, have a designated, named Building Safety Manager. If you live in such a building, please contact your Building Safety Manager. You will receive various communications and information on how you can get involved, as resident engagement is a crucial and required part of our building safety work. The details of your Building Safety Manager can be found on the Building Safety notice board in your building, or you can contact the Building Safety team by email to BuildingSafety@lewisham.gov.uk.

Fire safety

Fire Safety is one of the most important aspects of building safety. Our Fire Safety policy explains our approach, and outlines some of your responsibilities. Property alterations have the potential to make the building less safe – such as removing a fire door, so we require you to contact us regarding alteration plans.

We also encourage you to familiarise yourself and your household with the emergency plan for your building, exits and signage. We recognise that some residents may be at greater risk than others, of having a fire start in their property, or being able to safely exit in an emergency. Residents are encouraged to contact us to discuss arrangements or advice where the following apply for member of their household:

- A disability, impairment, or health condition, that could adversely affect a safe exit from the building if required in an emergency
- Advice and assistance for dealing with clutter and hoarding
- Other reasons or combinations of reasons that could increase a risk from fire (for example smoking and living with dementia)
- We would encourage leaseholders and their tenants to book a [Home Fire Safety Visit](#) with the London Fire Brigade

We will also offer fire safety advice where requested. For more information about fire safety go to our website: [Lewisham Council - Fire safety](#).

[View our Fire Safety policy](#).

Front entrance doors (FEDs)

Doors, especially front doors are a very important part of fire safety in your building.

We employ a contractor to carry out front entrance door inspections annually. If a more detailed inspection of your front entrance door is needed our contractors will write to you with an appointment to inspect your door. Where works are required or the door needs replacing, they will report this in the Fire Risk Assessment they send to us. We will then write to you to let you know what you need to do.

Right to Buy leases

Under the terms of your lease, you are responsible for the maintenance of the FED, as the door is part of your demised premises and belongs to you.

You must ensure that your FED meets current fire resisting standards for your and other residents' safety. Both the FED and frame, and any glazing which is above or to the side of the door forming part of the frame must meet the requirements of **BS 476: Part 22: 1987 or BS EN 1634-1: 2000 or equivalent standard and be fitted by a third-party accredited fire door installer.**

Please remember it is your responsibility as the leaseholder to ensure your door continues to remain compliant once installed. You can achieve this by carrying out regular inspections and keeping up to date with relevant guidance/legislation.

For more [information about fire doors please see our website](#).

The Leasehold Advisory Service is a government funded organisation providing independent advice for residential leaseholders. They have some helpful information on their website about fire safety including front entrance doors. You can visit their website at www.lease-advice.org.

Shared ownership leases

Under the terms of the shared ownership lease we are responsible for your front entrance door. If your door is damaged in any way you must report this to us, and we will arrange to repair or replace it and recharge the cost of doing so to you.

Clear corridors

We operate a Clear Corridors policy as part of our fire prevention work, which means that you should never leave items on landings, corridors, stairwells etc. For more information, please see our [Clear Corridors policy](#).

If you sublet your property ([see Section 14](#)) you will have additional safety responsibilities as a landlord to your tenant. These include providing smoke and carbon monoxide alarms, annual gas safety checks, electrical checks and ensuring your tenants know the building emergency plans and understand the [fire safety policy and clear corridors policies](#).



15. Permission requests

Making alterations and improvements to your home

As a leaseholder or Shared Owner, you are required to ask us for permission to do certain things. Your lease will outline these, but common requests include changing the front entrance door, renewing your windows, replacing your boiler, making structural alterations like knocking down a wall,

We understand that you may want to make alterations and improvements to your home. However, under the terms of your lease you must seek permission from us to carry out work to your leasehold property. Please contact us in the first instance for permission. If your application is approved, you may need to apply for planning or building consent from our Planning and Building Control teams too.

Unauthorised alterations can cause problems when you try to sell your home and can also invalidate insurance. Alterations that you carry out without our permission may mean that the layout of your home no longer matches the lease plan which forms an important part of the lease. If you do not have our permission to carry out the alteration, we may ask you to return the property to its original state.

Shared owners must notify us of any improvement you plan to make to your home as this may affect the value and the amount you pay when buying more shares.

For more information see our [Alterations and Improvements policy](#).

Subletting

A lodger is someone who shares your home with you. Alternatively, you may want to sublet your flat to a tenant and live elsewhere. If you own 100% share in your home or bought your property through the Right to Buy scheme, or any leaseholder who subsequently purchased the flat, you have the right to take in lodgers or sublet your flat. You do not have to ask our permission, but you must let us know. Shared owners who do not own 100% share in their property are not allowed to sublet.

It is a condition of the lease that you contact us to register if you are planning not to live at the property and to sublet it. You must write to the Council's Legal Service with details of the subtenant. You will also have to pay a registration fee.

You must give us details of your contact or correspondence address which must be a UK address, or the address of your UK appointed managing agent during the period of subletting. This is needed as the ground rent, insurance and service charge

will still be your responsibility as the leaseholder. We will also need to contact you if there are works to be undertaken, or problems with the property.

Providing us with your up-to-date contact details benefits us you and us, helping us to deal with any problems that arise quickly.

You should carefully consider the responsibilities of becoming a landlord.

Things you will need to put in place include:

- An annual gas safety check by a gas-safe registered engineer and supply your tenant with a copy of the certificate.
- Have at least one smoke alarm installed on every floor of your property, and a carbon monoxide alarm in any room where solid fuel is used. You must make ensure the alarms are in working order at the start of each new tenancy.
- Arranging for repairs, and other safety checks such as electrical, and ensuring the property remains free from hazards such as mould, legionella, asbestos etc.
- You must get the permission of your mortgage lender if there is an outstanding mortgage on the property.
- You must make sure the property is insured. You will need to tell your insurer that you plan to sublet.
- You are responsible for ensuring your tenant behaves in a way that does not cause nuisance to others. If so, it is your responsibility to act, and we may take legal action against you if you fail to do so.

We recommend you seek further advice before subletting your property. Advice can be obtained from various organisations such as:

- Citizens Advice Bureau
- Shelter

Since Monday 1 July 2024, most privately rented properties in Lewisham require a property license. Lewisham Council operate several Private Sector Property Licensing schemes. [Check if you need to licence your property with us.](#)

With 1 in 4 households in Lewisham renting privately, the new scheme will help the Council ensure landlords are providing safe and decent quality homes and fair treatment for renters. [Apply today and or find out more on our website.](#)

Note: You are not allowed to sublet your leasehold property as a House of Multiple Occupation (HMO). If you do, you are in breach of your lease agreement, and we will bring enforcement action against you.

For general information about sub-letting your property using one of Lewisham Council's private sector leasing Schemes, you can contact the Private Sector Leasing Team by email to psl@lewisham.gov.uk or by calling 0202 8314 6420

Keeping pets

Our pet policy is available on our website. This sets out the considerations, requirements, and restrictions if you want to keep a pet in your home. You must comply with the law, for example micro-chipping, and must not allow your pets to cause a nuisance to others. This applies within your property and in all communal areas. Permission can also be withdrawn.

[View our Pets policy.](#)

Note: Under the terms of the lease, Shared owners must ask for permission to keep a pet.

16. Parking and garages

You, your household, and visitors must comply with any parking conditions issued by us and, for example, must not:

- Obstruct access to other properties, garages, bin chambers, the highway or emergency access areas
- Carry on a business involving the sale or repair of motor vehicles
- Park untaxed or un-roadworthy motor vehicle, industrial or heavy goods vehicles, caravans, boats, trailer etc. on the Council's land without written permission

You may be able to apply to rent a garage. Usage restrictions apply. Please see our garage policy for more information.

17. Selling a leasehold property

If you have bought your property under the Right to Buy and want to sell it within the first 10 years, you must, in the first instance give the Council the opportunity to buy your property back from you before you offer it for sale on the open market. This is called the Right of First Refusal. See Right to Buy Policy (awaiting policy approval)

Note: If you bought your home under the Right to Buy scheme, and wish to resell within five years, you will have to repay some or all of the discount that you received. You can get further information about this on [Right to Buy: buying your council home: Discounts - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/topics/right-to-buy).

If you've bought your home through the shared ownership scheme and you or your assignee do not own 100% share in the home and you wish to sell the property, you must first offer it back to us. This is referred to in your lease as Pre-emption Rights. However, we reserve the right not to buy back your property and/or to find a buyer. Please see the [Shared Ownership Resales policy](#) for more information.

When selling your property, you will need to provide an Energy Performance Certificate (EPC) before your home goes on the market. The certificate gives the buyer important information about the property.

As part of the sales process, you or your solicitor would request from us a pre-assignment pack, also known as LEP1 which gives information about the property. We charge for this service. A copy of the pack and other documents relating to your lease can be obtained, by visiting the [online shop on our website](#).

A pre-assignment pack contains the following information:

- three years' service charge statements, including the current year
- the insurance schedule
- details of major works and long-term agreements that are currently being consulted on
- the conditions for transferring ownership of the property
- policy and procedures for managing asbestos
- details of outstanding balances on major works and annual service charge accounts
- details about any breach of lease
- a draft deed of covenant
- fire risk assessment and asbestos report where applicable

The buyer's solicitors will make several enquiries, for example, about the property, any bills due, outstanding payments for either the yearly services or major works, and for any planned major works, and if you owe any payments for service charges or major works. Failure to provide this information may prevent the sale from completing.

On or before completion your solicitor will request that you pay any outstanding rent, ground rent, service charges up until the 31 March and any major works charges. They may also ask you to leave a retention with them to cover any pending major works costs or additional costs anticipated in respect of actual service charges.

After you have sold your home, you or the new owner, or solicitors representing you must, tell us within one month about the change of ownership.



18. Buying more shares (Shared ownership)

As a shared owner, you pay rent to the Council on the percentage of share the Council owns. You can buy further shares in the property at any time, through a process called Staircasing. The larger the share you buy, the less rent you pay to the Council. You can buy up to 100% share in the property.

When you've purchased 100% share in the property, certain clauses in the shared ownership lease change. For example, you do not have to tell us when you are selling your home and you are free to sell the property on the open market.

You pay a premium for the additional share you wish to purchase, an administration fee if applicable, valuation fee, and your solicitor's cost. Please speak to your solicitor about how much they would charge you for this transaction.

For further information visit our website. There is also useful information on the Share to Buy website at [Shared Ownership London - Share to Buy](#) or [Shared ownership homes: buying, improving and selling: How shared ownership works - GOV.UK \(www.gov.uk\)](#)



19. Other transactions

Extending the lease

Many leaseholders have the right to buy a new lease that lasts 90 years longer than their current lease. We do not negotiate lease extensions by private agreement. You will need to extend your lease using the statutory process under the Leasehold Reform, Housing & Urban Development Act 1993.

Shared owners do not have a statutory right to have a lease extension granted. However, the shared ownership lease term is 999 years.

Further [information about leases and our fees is on our website](#) or you can visit [LEASE – The Leasehold Advisory Service \(lease-advice.org\)](#).

Right to apply to change the terms of a lease

Your solicitor should have explained your lease before you signed it. Once signed, the lease is a legally binding agreement between you and the Council.

If you or we need to change any of the terms of your lease, the changes can only be made with your, and the Council's, written agreement. In rare circumstances a lease can be changed even if one or more sides affected by the change do not agree. However, this would need a decision from the [First-tier Tribunal](#) (FTT). Both parties can make an application to the FTT to vary a lease.

Buying the freehold of the building

The Council welcomes applications from leaseholders to buy the freehold of their building. This is not possible for shared owners unless they own 100% share in the property.

You have the right to buy the freehold if:

- at least two-thirds of the flats in the building are held on long leases; and
- the number of leaseholders who want to buy the freehold equals at least half of all the flats in the building.

You may hear this referred to as the 'right of collective enfranchisement'.

If there are only two properties in a building, the law says that the leaseholders of both properties must want to buy the freehold for the 'right to collective enfranchisement' to apply.

How to start the process

- Speak to your neighbours who own the other flats in your building to establish whether they want to buy a share of the freehold with you. If they do:
- Speak to an Estate Agent or Surveyor about providing a valuation for the freehold of your building (not the individual properties). * You will be responsible for any costs associated with this service
- Once you have the valuation, appoint a solicitor to act on your behalf and serve the London Borough of Lewisham with a Section 13 Notice. The Notice should be sent by post to The Mayor and Burgesses of the London Borough of Lewisham, Legal Services, 1st Floor Laurence House, 1 Catford Road, Catford, London SE6 4RU.

There are restrictions on buying the freehold if more than 25% of the property is not for residential use.

If leaseholders buy the freehold in a building that has Council tenants left in it, the Council must take a 999-year lease back on those properties. Council tenants in buildings where the leaseholders have bought the freehold will keep their Right to Buy their home in the same way as other secure tenants.

The cost of buying the freehold depends on the property and legal costs. If you would like [more information on buying your freehold](#), please contact our Legal Services team.

For more information, visit: [How can we buy the freehold of our building? - The Leasehold Advisory Service \(lease-advice.org\)](#).

Purchase of communal spaces

We have seen an increase in the number of requests from leaseholders about purchasing communal spaces as part of their property. Each request will be dealt with on a case-by-case basis.

All requests should be sent to the Home Ownership team for consideration hos@lewisham.gov.uk.

20. Communication

We aim to provide high-quality services but sometimes things go wrong. If you are unhappy about any of our services or service charges, you should tell us by contacting our Home Ownership team.

Quite often we are only told that something is wrong when you receive your service charge bill. This can be weeks or even months after the problem happened. This makes it very difficult, and sometimes impossible, for us to sort out matters to your satisfaction. So please tell us about problems as and when they happen and give us the opportunity to put things right.

If you are still unhappy with the service we provide, you can make a formal complaint. We are always trying to improve our services to you. Your complaints and suggestions will help us to do this. [See more information on our complaints process.](#)



21. Useful contacts

For more information about service charges and the rights and obligations of landlords and leaseholders, some useful contacts are listed below.

The Leasehold Advisory Service (LEASE)

LEASE is an independent organisation that provides advice and is funded by central Government. It offers free advice on the law affecting residential leasehold properties. You can find details about them on: [Home - The Leasehold Advisory Service \(lease-advice.org\)](https://lease-advice.org)

You can also use your right to dispute a service charge and major works bills through the First-tier Tribunal.

For more information, please see the section below on the First-tier Tribunal below or visit LEASE website on: [Application to the First-tier Tribunal \(Property Chamber\) - The Leasehold Advisory Service \(lease-advice.org\)](https://lease-advice.org)

First-Tier Tribunal (FTT)

The FTT is an organisation appointed to make decisions on various types of disputes relating to residential leasehold property. It has taken over a number of powers that the county court used to enforce.

The tribunal is an independent organisation that has powers to sort out disputes between leaseholders and their landlords. Both landlords and leaseholders can apply to the FTT for help in dealing with an issue.

If you are unhappy with any of the charges, we ask you to pay under your lease, you can take the matter to the FTT. However, we can often sort out disputes without the need to go to the FTT. The tribunal will decide if it is a case on which they have the power to decide. You must pay a fee to the tribunal when you apply.

The FTT can make decisions on several issues, including:

- considering ending a lease if conditions have been broken
- your legal responsibility to pay service charges or major works
- whether service charge costs are reasonable
- whether services or repairs are of a reasonable standard
- whether we carried out consultation with you properly
- deciding on the value of the freehold in cases of enfranchisement

- deciding the value of extending a lease
- variations to leases

The First-tier Tribunal will look at the case and decide if it is an appropriate case for them to consider. If they accept the case, they will tell you and us what information they need and the dates by which the information must be provided.

At the hearing, you will present your case and have the opportunity to ask us questions and we will also present our case. Based on all the information, the tribunal panel will make a decision. They will give their decision in writing as soon as possible after the hearing. In some cases, the Tribunal will agree to make a decision based just on the written information, without a hearing. You do not need to have legal representation at the tribunal and evidence is not given on oath.

Contact:

First Tier Tribunal (Property Chamber)
10 Alfred Place
WC1E 7LR
United Kingdom
Email: London.Rap@justice.gov.uk
Telephone: 0207 446 7700
Fax: 01264 785 060

Lewisham Council contacts

You can save time by accessing our services online in the comfort of your own home. www.lewisham.gov.uk

Our office

Lewisham Council
Laurence House
Catford Road
London SE6 4RU
For opening hours please visit our website: www.Lewisham.gov.uk
Telephone: 0800 028 2 028

Pay your service charges

Over the phone: call 08000 028 2 028 or call our 24-hour automated card payment service on 020 8690 8707. You will need your 10-digit service charge number.

Anti-social Behaviour team

Report it online at www.lewisham.gov.uk
asb@lewisham.gov.uk or call 0800 028 2028, option 5

Building Safety team

If you live in a high rise building (over 18 metres) , check your Building Safety Team notice board in your block or email the team BuildingSafety@lewisham.gov.uk

Community Relations team

communityrelations@lewisham.gov.uk or call 020 3949 7042

Environment team

Caretaking, grounds maintenance, estate sweeping and bulk waste, pest control
environment@lewisham.gov.uk or call 0800 028 2028, option 7

Home Ownership team

hos@lewisham.gov.uk or call 0800 028 2028, option 3

Housing Complaints and Feedback team

housingcomplaintsandfeedback@lewisham.gov.uk

Housing Management team

housingmanagement@lewisham.gov.uk or call 0800 028 2028, option 5

Insurance and Risk team

insurance@lewisham.gov.uk or call on 020 8314 6563

Private Sector Leasing

psl@lewisham.gov.uk or call 0202 8314 6420

Repairs Service

repairs@lewisham.gov.uk or call 0800 028 2028, option 1