

Leasehold Property Handbook



Contents

1 Welcome to your home

2 Your home

- Important contact details
- A warm welcome to your home

3 About us

- Equality for all
- Our service standards
- Giving us feedback
- Data protection
- Contact us

4 Explanation of leasehold and ground rent

- What is leasehold?
- What is ground rent?

5 Explanation of rent and service charges

- What will I pay if I have a leasehold property?
- How do we calculate your service charge?
- How can I pay my rent and service charges?
- How do I find out the balance on my rent and service charge account?
- What if I don't agree with my service charges?
- What if I have difficulty paying my rent and service charges?
- What about buildings insurance?
- When can I claim on the buildings insurance policy?
- What is a sinking fund?

6 Repairs and improvements to my home

- Who is responsible for repairs to my block?
- How do I report a repair?
- Will you ever need access to my home?
- What happens if Progress Housing Group wants to carry out expensive repairs to my block?
- Who pays for repairs carried out to my home?
- How do I pay for major repairs carried out to my home?
- What if I want to improve my property?
- What if I need any aids or adaptations to my home?
- Can I change my gas, electric or water supplier, or install new meters?
- Saving energy
- Gas safety inspections
- Asbestos
- Legionnaires' disease

7 Consultation and participation

- How will you consult me about repairs?
- How will you consult me about contracts for services?
- How will you consult me about the area where I live?
- STAR survey

8 Selling and subletting your home

- How do I sell my leasehold property?
- Can I sublet my property?

9 Right to manage and right to enfranchise

- Can I buy the freehold for my leasehold flat?
- Can I manage my own building?

1. Welcome to your home



This handbook will tell you about the services that we offer and some useful information about your home.

If you would like this leaflet in another language or format (such as large print, audio or Braille) or if you require the services of an interpreter, please phone Progress Connect on 03333 204555.

Polish

Jeżeli chciałby Państwo otrzymać ten dokument w innym języku lub w innym formacie albo jeżeli potrzebna jest pomoc tłumacza, to prosimy o kontakt z nami.

Urdu

یہ دستاویز اگر آپ کو کسی دیگر زبان یا دیگر شکل میں درکار ہو، یا اگر آپ کو ترجمان کی خدمات چاہئیں تو برائے مہربانی ہم سے رابطہ کیجئے۔

Cantonese

本文件可以翻譯為另一語文版本，或製作成另一格式，如有此需要，或需要傳譯員的協助，請與我們聯絡。

Mandarin

本文件可以翻译为另一语文版本，或制作成另一格式，如有此需要，或需要传译员的协助，请与我们联系。



2. Your home

This page is provided for you to make a note of useful information relating to your home.

Your address

Your landlord is

Progress Housing Group

Date you purchased the leasehold

Name of community housing officer (leasehold)

A warm welcome to your home

This handbook will tell you about the services that we offer and some useful information about your home. It is meant to give you a quick overview of important areas relating to your home, such as your rights and responsibilities as a customer and our rights and responsibilities as your landlord.

Please note that this handbook is not a legal document and does not replace or alter any conditions in your lease. If you would like further information or advice about any aspect of your property, please contact Progress Connect, who will be happy to help.

Important contact details

General enquiries 03333 204555
enquiries@progressgroup.org.uk

To report a repair 03333 204555
or by live web chat at www.progressgroup.org.uk

To pay rent and service charges 03333 204555
www.progressgroup.org.uk

Progress Connect 03333 204555, Monday to Friday 8am-6pm,
or live web chat, Monday to Friday 8am-5pm

Financial Inclusion Team 03333 204555

Community Safety Team 03333 204555
customersafetyteam@progressgroup.org.uk

Website www.progressgroup.org.uk

Facebook www.facebook.com/ProgressStreetTalk



3. About us

Progress Housing Group comprises the Group Parent (Progress Housing Group Limited) together with the following subsidiaries:

- **Progress Housing Association Limited, and**
- **Key Unlocking Futures Limited**
- **Concert Living Limited**

We are governed by a non-executive board, and we are regulated by the government. Progress Housing Association Limited is a charitable Co-operative and Community Benefit, which means that all the money collected in rents and service charges is invested back into our properties, neighbourhoods and services.

We are committed to being a leading organisation, providing high-quality housing and putting our customers at the heart of everything we do.

Equality for all

We are committed to the equality of opportunity in all our activities and will treat all persons (or groups of persons) as individuals and ensure that no one is treated less favourably for any reason.

We want our workplaces, properties and communities to be free from unlawful or unfair prejudice, discrimination or harassment. If you feel that you have been treated unfairly in any way or that your quality of life is being affected by the behaviour of others, please contact us.

We have robust procedures in place to deal with anti-social and disrespectful behaviour, and we will work with you to resolve any issues with respect and courtesy.

Our service standards

We are committed to providing you with the best service possible. Therefore we have certain standards that you can expect of us. We constantly review our procedures to see if we can improve the services that we offer you. You can request a copy of our service standards, or they are available to view on our website

www.progressgroup.org.uk/service-standards/

Giving us feedback

We welcome your comments and suggestions so that we can continue to improve our service. Our top priority is to deliver a high-quality housing service and provide value for money. If you have any suggestions about how we could improve our service, we will be glad to consider them. Anyone receiving a service from us, or anyone acting on their behalf, can provide feedback. Further information is available on our website **www.progressgroup.org.uk**.



Data protection

To provide services to you, we must collect and hold personal information about you.

The statement below explains how your data will be managed and used, the legal reason for collecting and processing it, and other organisations the information may potentially be shared with. We care greatly about the security of your information and making sure it is processed in a legal, fair and transparent manner, ensuring we are compliant with Data Protection legislation. If you have any queries or want to act upon your rights detailed on page 11, please use the contact details provided.

The data is being collected and processed by Progress Housing Association Limited. Our head office is at Sumner House 21 King Street, Leyland Lancashire, PR25 2LW and we are also contactable on telephone number **03333 204555**. Our Data Protection Officer is contactable on the above details or emailing **dataprotection@progressgroup.org.uk**.

Your data will be processed for the following purposes and legal basis shown opposite:

Purposes for processing

To manage the collection of rent, service charges, and arrears.

To provide you with all related housing services set out in the lease, including property repairs and maintenance (where applicable), handling complaints, informing you about community events, new or changing services and giving feedback on services.

Collection of financial details relating to rent, service charges, and account status and to chase arrears, which may include disclosure to debt recovery agencies and courts if arrears are not collected promptly.

To submit CORE data as outlined in the privacy statement included in your sign-up pack or available on our website (see link below). This will only be applicable should your application proceed to completion of the sale of your home.


Legal basis for processing

We process this information under the terms of your lease, forming a contract between yourself and Progress Housing Association Limited.

We process this information under the terms of your lease, forming a contract between yourself and Progress Housing Association Limited.

As part of your contract obligation under the terms of your lease to ensure payment of your service charges/ ground rent.

The Group has a statutory/ regulatory requirement to submit this information should your application proceed to completion.



Your information will be held for the lifetime of our relationship with you, in connection with the above processing and for a time afterwards in line with our legal requirements to meet the statute of limitations for handling potential complaints and legal cases.

Your data will potentially be shared with the following types of people, organisations or bodies. This falls under the processing reasons stated above, facilitating specific processing we cannot carry out ourselves or under a legal obligation:

Recipients – people we may share your data with

- Our parent organisation (Progress Housing Group)
- Contractors and suppliers
- Law enforcement agencies / the police
- Local authorities (e.g. Councils)
- National government departments, including the Regulator of Social Housing

You can also visit our website for further information on data protection, [**www.progressgroup.org.uk/dp**](http://www.progressgroup.org.uk/dp)

You have the following rights under the General Data Protection Regulation. To enact these rights, please contact us using the contact details above.

- The right to access your data
- The right to correction of data
- The right to portability of your data, to a similar service provider
- The right to ask us to erase your data under certain circumstances
- The right to object to or restrict processing we carry out on your data
- The right to query automated decision making and profiling decisions made using your data.

You can also lodge a complaint with the Information Commissioners Office if you feel we are not appropriately handling your information, more details are available at [**ico.org.uk**](http://ico.org.uk), or you can call **0303 123 1113**.

Contact us

Our Progress Connect Team can help with everything from general issues to enquiries about your service charge account.

You can telephone on **03333 204555**, email **enquiries@progressgroup.org.uk** or visit our website **www.progressgroup.org.uk** and use the live web chat facility.

If you need to report a repair, you can do so by telephoning us, visiting **www.progressgroup.org.uk** or by live web chat.

We also have staff trained to help you if you are experiencing money problems. Should you require any advice regarding this please contact our Financial Inclusion Team at

financialinclusionteam@progressgroup.org.uk or by calling **03333 204555**.

We have a dedicated team who specialise in handling reports of anti-social behaviour. All such cases should be reported in confidence to our Community Safety Team at

customersafetyteam@progressgroup.org.uk or by calling **03333 204555**.

In the event of an emergency or incident that cannot wait until office hours, you can contact us on **03333 204555**.

You can also find lots of useful information on our website at **www.progressgroup.org.uk**. If you want to be able to securely check your rent and service charge account or track your repairs, you can do this by registering at **www.progressgroup.org.uk/login**.

Finally, you can follow us on Facebook or Twitter for news and updates.



4. Explanation of leasehold and ground rent

What is leasehold?

Leasehold ownership is where a lease is granted with the right to occupy and use a property for a long period, known as the term. The term of the occupation of the property is detailed in the lease.

The lease is a legal document which contains the contractual rights, responsibilities and obligations of the landlord and the leaseholder.

You will have a leasehold if you have purchased a long lease for a property, exercised your right to buy or right to acquire on a flat, or had a right to buy or right to acquire flat assigned to you.

You have a right to sell on your lease to a new owner at any time during the term specified, however certain restrictions apply depending on when the property was purchased under right to buy or right to acquire.

What is ground rent?

Ground rent is an annual charge due to be paid by a leaseholder to the freeholder.

5. Explanation of rent and service charges

What will I pay if I have a leasehold property?

As a leaseholder you are required to pay ground rent and service charges, as detailed in your lease. The service charges are payments towards the cost of providing services to you and the surrounding estate. The service charges are calculated to ensure that you are charged a fair and reasonable proportion of the cost of providing each service.

How do we calculate your service charge?

We will write to you before the start of each financial year, usually in February, to tell you how much your service charges will be for the following financial year. These charges will be based on our estimates in providing these services.

The estimated service charges must be paid by you in accordance with the terms of your lease. This normally means that they are paid in twelve equal monthly instalments from April to March.

At the end of each financial year, we will work out how much it has actually cost us to provide each service to you.

When this has been done we will issue you with a certified annual service charge account. This shows how much you have been charged during the previous financial year, together with details of the actual cost of providing the services to you. Any balancing figure will be added to your account in accordance with your lease.



How can I pay my ground rent and service charges?

Your ground rent and service charges must be paid in accordance with the terms of your lease, which is usually, in advance on the 1st of each month. It is your responsibility to ensure your payments are made regularly to avoid going into arrears.

We want to make it as easy as possible for you to pay your rent and service charges. We therefore have a number of ways you can make payments to us.

The easiest way to make payments to us is to set up a Direct Debit to make regular monthly payments. If you would like to set up a Direct Debit please contact us on **03333 204555** and we will set this up for you or you can set one up online. Alternatively,

- You can contact us on **03333 204555** and make a payment using either a debit or credit card
- You can make a payment online at **www.progressgroup.org.uk**
- You can also make a payment by cheque sending it to:
**Sumner House, 21 King Street,
Leyland, Lancashire, PR25 2LW.**
Please make cheques payable to
'Progress Housing Association Limited'.

How do I find out the balance on my rent and service charge account?

We will send you regular statements of your rent and service charge account. However, you can also check your balance anytime online at **www.progressgroup.org.uk**

What if I don't agree with my service charges?

If you don't agree with your service charges or feel that the charge is unreasonable, please let us know. We shall explain what the charge is for in more detail and try to address your concerns.

You can get independent advice at any time from LEASE – the Leasehold Advisory Service who are funded by the government to provide free legal advice to leaseholders and landlords. They can be contacted at **www.lease-advice.org.uk**.

If you still think your service charge is unreasonable or unfair, you can appeal to the First Tier Tribunal of the Property Chamber, who will hear your case and decide whether the charge you pay is fair or not. Application forms can be found on the Leasehold Advisory Service website **www.lease-advice.org.uk**.

What if I have difficulty paying my rent, ground rent and service charges?

If you are having problems paying your rent, ground rent and service charges, you should contact us as soon as possible. There are a number of ways we can support you if you feel that you are in danger of going into arrears.

We have a specialist Financial Inclusion Team that can help you with accessing benefits, budgeting, and reducing your energy costs. Contact us for further information.



Do I need buildings insurance?

As a leaseholder, you need buildings insurance to insure your property against fire, flood, criminal damage and other risks. As we retain an interest in the property we will arrange the buildings insurance on our Group insurance policy. This cost will be passed on to you within your service charges.

A copy of the Summary of Cover is available upon request. This will tell you the details of the insurance company we are using, a summary of the insurance cover provided and the contact details of the insurance company. If you need to make a claim on the buildings insurance you should use this information to contact the insurance company directly to submit your claim.

Please note that should your property be unoccupied for 60 days or more, you should arrange for the supply of the utilities (water, electricity and gas) to be turned off. In addition to this, you must inspect the property at least once a month and keep a record of the dates the inspection is carried out. Should the property remain unoccupied for 90 days, you must notify us by emailing enquiries@progressgroup.org.uk, who will advise of any further precautionary measures required. This is needed to enable the building's insurance to remain in place.

When can I claim on the buildings insurance policy?

You should check the details contained in the Summary of Cover document for this information. However, as a leaseholder you will not be able to make an insurance claim for any item for which your landlord has repairing responsibility under the terms of your lease. If this was a claimable event it would be your landlord who would need to submit the insurance claim. The decision as to whether an insurance claim should be submitted will be made by the landlord who will take the details of their excess limit into consideration.

Do I need contents insurance?

Yes, as a tenant, you are responsible for insuring your own belongings against fire, theft or damage. Contents insurance is designed to help protect your possessions. No matter how careful you are, there is always a risk that your personal possessions could be broken, damaged or stolen.

We work with the National Housing Federation to offer discounted contents insurance, visit www.thistlemyhome.co.uk to find out more.

What is a sinking fund?

Some properties have the benefit of a sinking fund. The sinking fund is an amount of money kept in a separate account which is used to pay for planned major works to the property, for example, replacing the roof or external painting, which are usually quite costly items. A sinking fund is only in place where Progress Housing Group retains some repairing responsibilities for the property.

Should you sell the property, the money held in the sinking fund transfers to the new owner.

The sinking fund is collected via your monthly service charge. If you are unsure as to how your sinking fund is collected, the details are contained in your lease, or you can ask your community housing officer for this information.



6. Repairs and improvements to my home

Who is responsible for repairs to my block?

The specific details as to who is responsible for repairs to your block are contained in your lease. As these details will be different for individual blocks, it is not possible to include specific information in this handbook. However, generally repairs to the structure of the block will be the responsibility of the landlord and repairs to the inside of your home will be your responsibility.

Should you require any help with this please contact your community housing officer, who will be able to provide some assistance.

How do I report a repair?

When you notice something needs a repair, for which Progress Housing Group is responsible, you can report this in any of the following ways:

- Online - **www.progressgroup.org.uk/activate**
- By email - **enquiries@progressgroup.org.uk**
- By telephone - **03333 204555** between 8am and 6pm.
This number can also be used to report emergency repairs outside of these times.
- In writing - **Progress Connect, Sumner House, 21 King Street, Leyland, PR25 2LW**
- In person - at one of our offices, during opening times.

Will you ever need access to my home?

On very rare occasions we may need access to your property to enable us to carry out repairs to the block. Most leases for flats allow the landlord entry in order to carry out urgent repairs that threaten the health and safety of others. We may inspect external repair requests without you being present.

Who pays for repairs carried out to my home?

As your landlord we will have responsibility to carry out some repairs to your block. However, a proportion of this cost will be passed on to you, as the leaseholder, within your service charges. The details of this are contained in your lease.

What happens if Progress Housing Group wants to carry out expensive repairs to my home?

If Progress Housing Group needs to carry out repairs to your block, which will require you to pay £250 or more we are required to carry out a consultation process. This is referred to as Section 20 Consultation, (see separate **Section 20 Consultation A Guide for Leaseholders** leaflet) and the process is set out in the Landlord and Tenant Act 1985. This process is in place to ensure you are properly informed of the requirement to carry out expensive repair and maintenance works.

Should you require any further information regarding this matter please contact your community housing officer. Alternatively, you can find independent advice at **www.lease-advice.org.uk**.



How do I pay for expensive, major repairs carried out to my home?

The cost of any major works or repairs will be invoiced upon completion of works. At this point the charge is due to be paid. You can do this in any of the following ways:

- You can contact us by phoning **03333 204555** and make a payment using either a debit or credit card.
- You can make a payment online using our website **www.progressgroup.org.uk** and following the link 'Make a payment'.
- You can also make a payment by cheque sending it to:
Sumner House, 21 King Street, Leyland, Lancashire, PR25 2LW.
Please make cheques payable to 'Progress Housing Association Limited'.
- If you have access to a sinking fund, and there are sufficient funds available and by agreement with your community housing officer, should major works be carried out, some or all the cost is taken from your sinking fund.

What if I want to improve my property?

If you would like to carry out any improvements to your leasehold property you may need our consent before you carry out any works. If this is a requirement you will find the details in your lease.

If you live in a block of flats we are not usually able to give permission for any improvements that will alter the structure of the building.

What if I need any aids or adaptations to my home?

If you need any aids or adaptations to enable you to live in your home, your local Social Services department may be able to assist you. They will review your circumstances and where appropriate refer you to an occupational therapist who will produce a report of recommendations for you.

However, if you live in a leasehold property, any structural alterations to the property would have to be agreed upon with us before any work is carried out. If this is the case, you should contact us with written details of the adaptation required, together with a copy of the occupational therapist's report.

Progress Housing Group will not be responsible for the work or costs connected to the provision of any aids and adaptations to your property.

Can I change my gas, electric or water supplier, or install new meters?

The agreement to supply gas, electricity or water is between you and the utility supplier. You can change your supplier, install a water meter or payment meter without our consent.



Gas safety inspections

As a leaseholder you are responsible for the annual servicing of any gas appliances within your home. We would strongly recommend that you have all gas appliances serviced each year by an engineer registered with Gas Safe, to ensure that they are in safe working order.

Asbestos

Many people worry about asbestos in their homes, but undisturbed asbestos usually poses no problems. We follow the guidelines set out by the Health and Safety Executive (HSE) in dealing with any suspected or confirmed cases of asbestos in our properties.

All our staff and contractors work under the guidance provided by the HSE. If asbestos is to be removed, we will refer to guidance provided by the HSE. In some cases this may require a specialist contractor licensed by the HSE. Remember, materials containing asbestos that are in good condition and left undisturbed are safe. Asbestos is NOT a hazard unless it is damaged or disturbed.

If you have any concerns about the potential presence of asbestos in the building, please contact us on **03333 204555**.

If you are planning any internal works within your home, where you believe there may be asbestos, we would advise you to contact an accredited contractor to inspect the area before invasive work is started.

For further information please refer to the **Asbestos** leaflet on our website **www.progressgroup.org.uk**.

Legionnaires' disease

Legionnaires' disease is a type of pneumonia caused by bacteria which can be found in ponds and hot and cold water systems for example, showers and the water in air conditioning and refrigeration systems. Legionnaires' disease is caught by breathing in water droplets from air conditioning, spa baths or water systems such as showers that have been infected with Legionella bacteria.

To avoid Legionnaires' disease we would advise you to run all your taps and showers at least once a week. Keep cold water below 20°C and hot water above 60°C. If you do this there is very little risk. Make sure you run taps and showers when you return to your property after a period away.

Please refer to the **Legionella** leaflet on our website **www.progressgroup.org.uk** for more information.



7. Consultation and participation

How will you consult me about repairs?

As detailed in the repairs section, we will carry out Section 20 Consultation for any major works where your contribution is expected to be £250 or more. For repairs that are expected to cost less than £250 we will carry out the repair and the cost will be shown in your annual service charge account.

How will you consult me about contracts for services?

The Section 20 Consultation process also covers any long-term contract (more than 12 months), where the anticipated cost is expected to be £100 or more to any leaseholder.

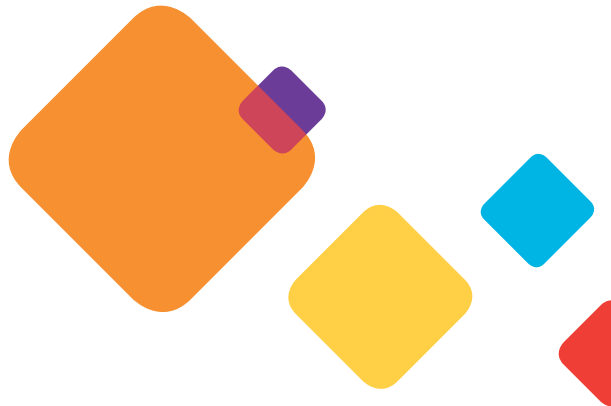
Should you require any further information regarding consultation and participation, please contact your community housing officer. Alternatively, you can find independent advice at www.lease-advice.org.uk.

How will you consult me about the area where I live?

As a leaseholder we will consult you before we make any major changes to the way we manage your home or neighbourhood, or on any proposals we have that may affect you in a major way. We will give consideration to any objections or suggestions you make.

STAR survey

Periodically we carry out a STAR survey, this is when we send a questionnaire to all our customers to gather information on satisfaction levels for the services we provide.





8. Selling and subletting your home

How do I sell my leasehold property?

If you intend to sell your leasehold property please contact your community housing officer to let them know. It would be really helpful if you could confirm the details of your solicitor. As part of the sale process either your solicitor or the solicitors of your purchaser will need to contact us to obtain information about the property.

If you are selling your leasehold flat within five years of purchasing it under the Right to Buy or Right to Acquire scheme, you may have to repay some of the discount you received when you bought the property. The details of this requirement can be found in your lease.

As with any property sale, we advise you to get independent legal advice to assist you through the process.

Can I sublet my property?

The details as to whether a property can be sublet or not will be contained in your lease.

If your lease does allow the property to be sublet, there is usually a requirement to either notify or get written permission from ourselves.

Should you be able to sublet the property you will still be responsible for the property under the terms of your lease and our relationship will remain with you, as the leaseholder, and not your tenant.

We would need you to provide us with details of your new address, phone number and email address so we are able to contact you.

We would also need you to provide a copy of the tenancy agreement you intend to use and details of your tenant.



9. Right to manage and right to enfranchise

Can I buy the freehold for my leasehold flat?

If you live in a leasehold flat, you may be able to buy the freehold for the property. Before you can do this, the block of flats you live in must meet certain criteria, which we have detailed below:

- At least two thirds of the residents in the block must be leaseholders
- At least 50% of the residents must be willing to take part in the action
- At least 75% of dwellings must be residential
- If there are only two flats in the block, both residents must be leaseholders.

We would advise you to get independent legal advice if you are considering making an application under this heading.

Can I manage my own building?

The Right to Manage was introduced by the Commonhold and Leasehold Reform Act 2002. It allows leaseholders within a block of flats to take over the management responsibilities for the property from the landlord. It does this by transferring the responsibilities and decision making from the landlord to a Right to Manage Company created by the leaseholders.

The Right to Manage is only able to be exercised by leaseholders of flats. It does not extend to houses.

- At least two thirds of the flats must be let to qualifying tenants
- The property can be part commercial, however, the non-residential part must not exceed 25% of the total floor space
- The Right to Manage does not apply where the premises fall within the Resident Landlord Exemption
- The Right to Manage can only be exercised by a Right to Manage Company
- The Right to Manage Company must have a sufficient number of qualifying tenants. The minimum requirement for the number of qualifying tenants must be equal to at least half the total number of flats in the building.

We would advise you to get independent legal advice if you are considering making an application under this heading.



PROGRESS HOUSING GROUP

Sumner House, 21 King Street,
Leyland, Lancashire, PR25 2LW

w: www.progressgroup.org.uk

e: enquiries@progressgroup.org.uk

t: **03333 204555**



@ProgressStreetTalk



@ProgressHG