

# DARTFORD

## BOROUGH COUNCIL

### LEASEHOLDER HANDBOOK - AN ESSENTIAL GUIDE TO YOUR HOME

#### INTRODUCTION

This handbook contains useful and practical information about your lease with the Council. It is in two parts; the first summarises the rights and responsibilities of you (as leaseholder of the property) and the Council (as your landlord and freeholder). The second, more comprehensive part of the handbook, gives more in depth information about each subject area.

As a long leaseholder, you have purchased the right to live in your property for a fixed number of years (usually 125). The Council has the right to enforce your obligations in the lease and retains freehold ownership and responsibility for the common parts of the building and other communal areas. Ownership of the property will revert to the Council when the lease expires, unless the freehold is purchased (see the section on [enfranchisement](#)) or the lease is [extended](#).

This handbook is designed to be easy to use; please keep it in a handy place for future reference. If you need more information on any of the subjects it covers, please contact the Leasehold & Service Charge team on 01322 343066/343368, who will be pleased to help.

Finally, please remember that this handbook is a general guide only and does not give a full interpretation of the law. Nor does it cover every case, provide legal advice or override or affect the terms of your lease. If you are in any doubt about your rights or duties, you should always get professional independent advice.

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## Part One: About Dartford Borough Council

The Council provides a range of local government services for residents of the Borough. It is committed to equal opportunities and works hard to ensure that the services it provides are fair and accessible for all of its residents.

### **Dartford's vision**

The Council's vision is to make Dartford the place of choice for living, working and enjoying leisure time, with a commitment to improving facilities and creating opportunities for existing residents.

### **How the Council works**

There are currently 44 elected Councillors (also known as Members) who make the decisions about how the Council works. The Councillors can either be representatives of a political party or independent. Councillors are elected by the public to represent the different wards (local areas) within the borough.

Councillors are elected every four years, usually in May. Officers are employed by the Council to advise the Councillors and to provide services to the public. Officers must not be influenced by party politics, and senior Officers are not allowed to take part in party political activities.

The Cabinet, which is currently made up of six Councillors, sets the direction for the Council and makes decisions about how to allocate resources and funding to meet the Council's vision. Each Cabinet Member has a number of responsibilities within their portfolio, with the Housing portfolio currently being held by the Leader of the Council.

Once the policy has been set, Officers can then apply the rules and make day to day decisions without having to ask the Councillors again.

### **Landlord and leaseholder**

The Council is the landlord of the block and estate of which your property forms part. You are the leaseholder of the property.

Most of Dartford Council's leasehold properties are on mixed tenure estates. This means that your neighbours could be tenants, sub-tenants, leaseholders or freeholders (in houses).

Tenants and leaseholders would usually have similar rights over the shared parts of blocks and estates. They also have similar responsibilities for these shared areas – to keep them clean and tidy, not to cause damage and to report repairs promptly to the Council.

Leases and tenancy agreements include special conditions (clauses or covenants) to ensure that residents, their visitors, their family and pets, do not cause a nuisance or annoyance to others. For more information about how nuisance can be dealt with, see the section on 'You and Your Neighbours'.

Leaseholders are responsible for contributing directly to the costs incurred by the Council in carrying out repairs to the block. Tenants contribute through the service charges paid with

their rent, the level of which is reviewed in line with inflation and Government guidelines each year.

## Who will find this information useful?

- People who have purchased their property on a long lease (125 years) under the Council's Right to Buy scheme;
- Council tenants who are thinking of buying the leasehold of their property;
- People who are considering purchasing a property from a Dartford Council leaseholder (usually called a 'transfer').

## Aims and objectives

This handbook will help you understand your rights and responsibilities as a leaseholder, and the Council's obligations as your landlord.

The handbook explains what it means to you to be a leaseholder in a shared block of properties, and it gives details about the services the Council provides. It also describes what service charges are, why you have to pay them, and how the Council may be able to help if you have financial difficulties.

## About your lease

Your lease is the legal contract between you and the Council. It gives you and your successors the right of possession of your property, as long as you accept and adhere to the conditions in the lease.

As the lease document sets out all of the terms and conditions of your purchase of the property, you should ask your solicitor to explain it to you, so that you fully understand your responsibilities and obligations as a leaseholder. You should keep a copy of the lease in a safe place, as you will probably have to refer to it in the future.

## The Law

There is legislation that protects your rights as a leaseholder. If you are not sure of your rights, a solicitor can advise you or you can contact the Citizens Advice Bureau (see the list of useful contacts at the end of this handbook).

The main Acts of Parliament covering leasehold tenancies are:

- Housing Act 1985 and 1996
- landlord and Tenant Acts 1985 and 1987
- Housing and Planning Act 1986
- Leasehold Reform, Housing and Urban Development Act 1993
- Commonhold and Leasehold Reform Act 2002

There may be copies of these Acts at the main public library and some newer Acts are available on the Internet at [www.hmso.gov.uk](http://www.hmso.gov.uk).

## Repairs and maintenance

Your landlord is responsible for keeping the structure of the building, the common parts of your block and any external communal areas in a good state of repair. You have the right to be consulted about contracts (qualifying long term agreements), and certain works and/or major repairs (qualifying works), for which you will be charged a proportionate amount.

You are responsible for all repairs to the inside of your property and the services within it, which includes your front door, the glass in your windows and any opening casement windows. There is more information about items that you are responsible for in your lease. You are also responsible for any damage you cause to the common parts and services, or damage caused by members of your household, or your visitors.

See the 'Repairs & Maintenance' section later in this booklet for more information about these responsibilities.

## Alterations

You have the right to alter the inside of your property, as long as you do not remove structural walls or cause damage to the outside or common parts of the building.

You must not do anything which is likely to damage the structure of the building or cause damage to shared services (such as plumbing to the roof tank, electricity or gas supplies, or sewerage). If you want to carry out any work which may affect the rest of the building, you must first get the Council's permission in writing.

You should always ask the Council's permission before you carry out any major alterations (including replacement windows) and you may also need planning permission and building regulations approval.

## Quiet enjoyment

Living in a flat or maisonette can be difficult. There may be people living above or below you, and you may have to share landings and other areas. These are called common parts or communal areas.

You have the right to the 'quiet enjoyment' of your home. This means you have the right to live peacefully in your property without interference from your landlord, as long as you adhere to the conditions of your lease. Your neighbours have the same right.

See the section 'You and Your neighbours' for more information about Anti-Social Behaviour, how the Council can help you to live peacefully in your home and how it can help resolve any nuisance issues before the situation escalates.

Tenants and leaseholders who cause serious harassment to their neighbours risk losing their homes.

## Selling your property

You have the right to sell on (or transfer) your lease to anyone you want to, but you must tell the Council when you sell it. You can also leave it to someone in your will or give it as a gift, but you should always get a solicitor to help you to make sure everything is done legally.

## Lodgers and sub-tenants

You have the right to take in lodgers or to rent your property to anyone you want to. Although you do not need the Council's permission to do this, you must let the Council know straight away if you do, as it may affect your buildings insurance. You must also tell your mortgage lender if you sub-let your property.

It is important that if you take in lodgers (or otherwise), you ensure your property does not become overcrowded.

Your responsibilities in respect of the Government's Housing, Health and Safety Rating System (HHSRS) are explained in more detail in the '[Sub-Letting](#)' section of this booklet.

## Consultation

The Council has to consult you about any repairs, or long term agreements for repairs, to your block, which are likely to cost more than the amount laid down in the Commonhold & Leasehold Reform Act 2002. It has to serve you with a notice of intention for the work and it must give you one calendar month to respond before it obtains estimates for the work (except in an emergency, such as gale damage to the roof).

## Leaseholder responsibilities

Leaseholders are 'shareholders' of the block their property is in. This means the leaseholder has a legal responsibility to pay his or her share of the costs of managing and maintaining their block.

The landlord has a legal duty to charge for the costs of managing and maintaining the block, and will always pursue unpaid service charges for the benefit of its other leaseholders and tenants.

## Landlord Responsibilities

The Council makes decisions about:

- The management of your block;
- Repairs to, and maintenance of, the structure and common parts (communal areas) of the block and adjacent areas;
- Any planned improvements to the block.

## Service charges

Leaseholders must pay their share of the Council's costs of managing and maintaining their block. This is a condition of the lease. If leaseholders do not pay their service charges, they are breaking the terms of their lease agreement and the Council could apply to a Leasehold Valuation Tribunal, and then to the Court, for forfeiture of the lease. This is very serious, as in these circumstances you would not only lose your home but also any equity you had built up in it, as the property is returned to the Council's ownership without either you or your mortgage lender receiving any share of the proceeds.

The Council will always be fair and transparent when setting service charges and explains how they have been calculated. If there are charges that you do not understand or you disagree

with, please let the Council know so that it can explain in more detail how the charge was calculated or apportioned. If you have financial problems, you should discuss with the Council ways in which it can help you to pay your service charges.

The Council has a legal duty to recover its costs from leaseholders, including:

- Management (administration) costs
- Repairs and maintenance for communal areas
- Grounds maintenance
- Improvements
- Rights of entry in an emergency situation
- Ground rent
- Buildings Insurance
- Costs of communal services

The Council will always consult you about any proposed changes in the management of your block, or any major repairs or improvements it is planning to carry out.

## **Emergency Access**

The Council has the right to enter your property to carry out repairs, if these would otherwise be a danger to other residents. Examples of this are:

- if a structural wall is removed without prior permission;
- if damage was being caused to other properties in the block;
- if a leak in plumbing was flooding the property below;
- anything that could endanger or cause harm to the other residents of the block or their visitors.

## **Ways to pay your Service Charges**

There are several ways you can pay your service charges and ground rent:

- By monthly Direct Debit;
- By using the Council's handy online 24 hour internet payment service;
- By Bankers Standing Order, either monthly or quarterly;
- By credit or debit card, cash or cheque at any of the three Council cash offices;
- By electronic swipe card at the Post Office or at any PayZone outlet;
- By post (no cash, cheques only) sent to the Civic Centre.

Please remember to quote your account number when making a payment by any of these methods.

## Part Two: Buying or acquiring a lease

### Right to Buy Scheme

Under the Right to Buy scheme, some tenants are able to buy their home at a price lower than the full market value. The length of time you have spent as a tenant entitles you to a discount on the purchase price of your home.

The Right to Buy scheme generally applies to people who hold secure tenancies. If you are not sure which type of tenancy you have, or if you want to exercise your Right to Buy, visit [www.dartford.gov.uk/housing](http://www.dartford.gov.uk/housing) or call us on 01322 343832.

The Council recommends that you seek independent legal and financial advice about your individual circumstances before making any decisions about buying your home.

### Third Party Involvement

There have been occasions where independent organisations have approached Council tenants, offering their services in handling the paperwork for the Right to Buy scheme. Some have even misrepresented themselves as being a separate part of the Council.

Sadly, not all of these organisations are genuinely interested in helping you to buy your home and it can end up being a very costly exercise for the tenant. There are nearly always hidden charges for this service – either in the legal and survey charges that are made, or in additional charges attached to the mortgage that is arranged for you.

If you are approached by a third party organisation that offers to handle the paperwork for you, or represent you by acting on your behalf in dealings with the Council, you should contact us immediately, before signing any papers or proceeding any further.

The Council offers a completely free service to tenants who want to find out about buying their home. We are happy to explain the whole process to you from start to finish, and will be on hand throughout the whole process to advise you.

### Buying a lease

You can buy the lease of a Council property:

- Under the 'Right to Buy' Scheme. This applies if you are a secure Council tenant and you are already living in the property. But there are certain conditions you have to meet before you are able to do so.
- By a transfer of the lease, from the present leaseholder. This is known as an Assignment. It would apply if the property was originally purchased under the Right to Buy Scheme and the lease is being sold on.

In both cases, you should get a reputable solicitor to handle all the legal paperwork on your behalf.

If you are buying a lease from an existing leaseholder, it is important that you find out if there are any outstanding service charges on the property, so that they are dealt with before the

sale, as you will be liable for any charges that become due to be paid on or after the date your purchase is completed. You should therefore ensure that your solicitor obtains all the necessary information about any outstanding debt and accounts for it in the completion statement.

If you buy the lease from an existing leaseholder, you should tell the Council within 28 days of completing the purchase. As landlord, the Council has the right to know who is responsible for the property.

You have the right to mortgage your property to a mortgage lender.

## Selling on or transferring a lease

### Selling your lease

If you purchased your home under the Right to Buy scheme, you can sell it whenever you like. But if you want to sell it within the discount repayment period, you will have to repay a proportion of the discount you received when you bought it, as shown on the next page.

### Repaying the discount

The amount you repay will not only depend on when you sell your property but also on when you applied to buy it.

**1. If you applied for the Right to Buy before 18 January 2005 and you sell the property within 3 years of buying it:**

- If you sell within one year, you will have to repay the Council the whole of the discount you received;
- If you sell in the second year, two thirds of the discount must be repaid;
- If you sell in the third year, one third of the discount must be repaid.

After 3 years, you can sell your property without having to repay any discount.

**2. If you applied for the Right to Buy on or after 18 January 2005, and sell within 5 years of buying your home:**

If you sell within the first five years, you will have to repay the discount on *the sale price* of your property, at the following percentage rates:

- |                                  |   |                      |
|----------------------------------|---|----------------------|
| ▪ Within one year of purchase    | – | 100% of the discount |
| ▪ Within two years of purchase   | – | 80% of the discount  |
| ▪ Within three years of purchase | – | 60% of the discount  |
| ▪ Within four years of purchase  | – | 40% of the discount  |
| ▪ Within five years of purchase  | – | 20% of the discount  |

After 5 years, you can sell your leasehold property without having to repay any discount.

Working out how much you will have to repay probably looks quite complicated, but in simple terms what this means is that if you sell within 5 years the amount you have to repay will be a percentage of the resale value of your property at that time, rather than a proportion of the original discount received. There are some examples on the next page to help you.

However, when the Council calculates the amount of discount you have to repay, it will disregard the value of any improvements you have made to the property since you bought it.

The discount is the amount the Council deducted from the market value of the property when you bought it, and is shown on the original Right to Buy offer letter the Council sent you.

#### **Examples:**

Your home was valued at £100,000 at the time you bought it from the Council, and you received a discount of £20,000. This equates to 20%.

If you want to sell during the second year after you bought the property, and your home is valued at £150,000 when you want to sell it, you will have to repay:

$$£150,000 \times 20\% \text{ discount} = £30,000 \times 80\% = £24,000.$$

If you want to sell during the fourth year after you bought the property, and your home is valued at £170,000 when you want to sell it, you will have to repay:

$$£170,000 \times 20\% \text{ discount} = £34,000 \times 40\% = £13,600.$$

If you sell on the lease to your property, you should make sure that any due service charges are paid before the sale is completed. If you wish to sell your lease, or leave it to someone in your Will, you should ensure you get proper legal advice before doing so.

If there are no legal documents showing who the leaseholder is, you will still be legally responsible for, and liable to pay all future charges on the property.

## **Right of first refusal**

If you bought your home under the Right to Buy scheme on or after 18 January 2005, and you want to sell or dispose of it at any time during the following **10 years**, the law says you must first offer it back to the Council. This offer has to be made in writing. If the Council does not wish to buy your property back, it can refer your offer to another social landlord in the area, at the full market value.

The market value must be agreed between all parties or, if they are unable to agree, will be determined by the District Valuer. If your offer has not been accepted by the Council or another social landlord within 8 weeks, you will be free to sell the property on the open market.

## **Home Information Packs (HIP's)**

With effect from September 2007, HIP's must be provided for all properties for sale with 3 or more bedrooms. HIP's for smaller bedroom properties will be phased in gradually, as and when sufficient fully qualified energy assessors become available.

**For sellers**, providing potential buyers with a Pack should reduce the chance of a nasty surprise that could delay the sale, as buyers will be able to make more informed decisions about purchasing their home.

**For buyers**, the Pack provides essential information about properties they are considering buying, free of charge.

HIP's must contain the following (compulsory) documents:

- Home Information Pack Index
- Energy Performance Certificate
- Sale statement
- Standard searches
- Evidence of title

You should also consider whether or not to provide the following (desirable) documents:

- Home Condition Report
- Legal summary
- Home use/contents forms
- Other documents, for instance non-standard searches

In addition to the compulsory documents stated above, **HIP's for leasehold properties** must also contain:

- A copy of the lease;
- Any regulations or rules that apply to the property that aren't mentioned in the lease and any proposed amendments to same;
- Statements or summaries of service charges covering the previous 36 months;
- Where appropriate, the most recent requests for payment of service charges, ground rent, insurance against damage for the building in which the property is situated, and insurance in respect of personal injury caused by or within the building during the 12-month period before marketing began;
- The name and address of the current or proposed lessor, and details of any managing agent that has been appointed or proposed by the lessor to manage the property;
- A summary of any works being undertaken or proposed that will affect the property or the building in which it's situated.

Got to <http://www.info4local.gov.uk/documents/related-links/6282?version=1> for more information about Home Information Packs and what they mean for you.

## Losing your home

There are some circumstances when the Council or your mortgage lender could apply to the Court for possession of your home:

### Forfeiture

Forfeiture is where the Council applies to the Court to end your lease because you have not complied with a condition of the lease. For example:

- You do not pay your service charges;
- You cause nuisance and harassment to your neighbours.

If the Court decides that you have broken a term of your lease, it has the power to end the lease and give the Council possession of your property. You would not only lose your home

but would also lose any equity (profit) you may have gained in the property while you were the leaseholder.

Forfeiture is an extreme action with far reaching consequences for the leaseholder. As a responsible landlord, the Council will only use it when it has no other choice. This would usually be to protect the interests of the Council, its tenants and/or other leaseholders in the block. You would also have the opportunity to remedy the breach to avoid the Council proceeding any further with the Forfeiture of the lease.

The Council always tries to help leaseholders with genuine financial problems and is usually willing to come to a mutually acceptable, realistic arrangement for the repayment of service charge arrears.

If you are having difficulty in paying your service charges, please contact us on 01322 343066/343368 immediately, to see if the Council can help you sort it out.

Before applying for forfeiture for unpaid service charges, the Council would have to satisfy a Leasehold Valuation Tribunal that the charges were reasonable and that it had tried without success to establish a repayment plan with the leaseholder.

## **Repossession by a mortgage lender**

If you have taken out a mortgage to buy your lease, your mortgage lender secures the loan by placing a legal charge on your home. This means they can apply to the Court for repossession if you do not pay your mortgage. If the Court grants them possession, they have the right to evict you, sell your lease and take what you owe them out of the proceeds. They must give you anything which is left over, unless someone else (such as the Council) also has a legal charge on the property for money which is owed to them.

If you are experiencing problems in paying your mortgage, you should always ask for help. Do not leave it until you are about to be evicted. Mortgage lenders will usually be happy to discuss terms for making mortgage payments easier for you. If you prefer, you can also contact your local Citizens Advice Bureau on 01322 224686, for debt advice and help in budgeting your income.

If you lose your home due to forfeiture, repossession by your mortgage lender or repossession by another lender (where a loan has been secured against your property), you may be found to be 'intentionally homeless' if you have to ask the Council for housing again.

**This means that the Council does not have to offer you somewhere new to live and if you have children, you will be referred to Social Services.**

## **Sub-letting**

### **Lodgers and sub-tenants**

A lodger is somebody who shares your home and pays rent. A sub-tenant is someone who rents your property when you are not living there.

You have the right to take in lodgers or rent your home. You do not have to ask the Council for permission before you do this, but as soon as you take in a lodger or sub-let your home you should contact us on 01322 343314 as sub-letting may affect your buildings insurance premium.

If you sub-let, you must also make sure you give us your new address so that the Council's records are up to date and you can be contacted about your service charges, which will remain your responsibility to pay.

Lodgers and sub-tenants do not have the same rights as you. If your property was repossessed by your mortgage lender or landlord, a lodger or sub-tenant could be evicted.

If you allow someone else to rent all or part of your home, you become their landlord and you may be creating a legal tenancy which could be difficult for you to end. You might then have considerable difficulty in getting them to leave your home if you wanted it back. You could also have problems in selling your lease if you have a 'sitting tenant'.

Before you agree to rent your property to someone else, you should look into the legal implications thoroughly.

It is important that if you take in lodgers (or otherwise), you ensure your property does not become overcrowded. Further guidance on the Government's definition of overcrowding can be obtained from the website of the Department for Communities and Local Government (DCLG).

Additionally, as you now own the gas appliances in your property, it is your responsibility to ensure they are safe. Apart from the health and safety implications for yourself and your sub-tenant, failure to maintain your gas appliances can adversely affect your household insurance cover. It is therefore vitally important that you arrange for this annual check to be carried out with a reputable firm and that you keep copies of the last 2 years of Gas Safety Certificates for inspection.

Further information about this issue can be found in the leaflet 'landlords, A Guide for landlords Duties, Gas Safety (Installation and Use) Regulations 1999. If you would like a copy of this free leaflet, please call us on 01322 343066.

## Enfranchisement

### Buying the freehold of your block

Subject to certain conditions, leaseholders have the right to enfranchise their building as a group if both they and their building qualify. They have this right even if the freeholder or landlord does not wish to sell.

### Summary of the Right to Enfranchisement

If at least two-thirds of the residents in your block are long leaseholders, you can apply jointly to buy the freehold of your block and manage it yourselves. This is called 'enfranchisement'. If you and your neighbours qualify under the enfranchisement rules, the Council cannot refuse to sell you the freehold of the block.

You should seriously consider the following issues before making this decision:

- You would own your property in "Commonhold" with your neighbours and you would have to form a management committee for the block;
- As the Council would no longer be your landlord, you would all be jointly responsible for the maintenance and management costs for your block;

- You would no longer be able to call on the Council's housing service for communal repairs or services, or if you had problems with your neighbours;
- If you get on well with your neighbours, you would have more say in the way your block is managed and the money that is spent on it;
- If the block still had at least one rented Council property, the Council would have to be represented on the management committee. The committee would proportionately charge the Council for its share of any management and maintenance costs for the block.

Remember, you can only apply for enfranchisement if at least two-thirds of the properties in your block are held on long leases. If you are interested, you should discuss it with your neighbours and seek independent Legal advice.

## Lease Extensions and Renewals

Some leaseholders have the right to extend the lease on their property, if they have a short lease that is becoming a deteriorating asset for them. In these circumstances, individual leaseholders can use their right to extend their lease for a further term of 90 years, without having to act as part of a group (see enfranchisement above).

If you are interested in obtaining a lease extension, you can:

- Ask the Council for information to enable you to use your right
- Obtain a valuation
- Serve a Notice on the Council stating the price you are offering for the lease extension
- Negotiate with the Council over the price offered for up to two months
- Apply to a Leasehold Valuation Tribunal to determine the price and any other issues after two months

The Council, as your landlord, can:

- Accept your right to extend your lease and the price offered
- Accept your right to extend your lease and propose another price
- Tell you why you cannot use the right to extend your lease
- Negotiate with you over the price offered for up to two months
- Apply to a Leasehold Valuation Tribunal to determine the price and any other issues after two months

Most leaseholders who have owned their property for at least 2 years on a long Lease will qualify. However, the valuation of an extension is not straightforward and leaseholders should therefore seek specialist professional advice.

## Repairs & Maintenance

### Who is responsible?

The Council is responsible for keeping the 'common parts' of your block in good repair. This means it will look after the structure of the building and the landings and hallways (including lighting and controlled door-entry systems). The Council recharges these costs to you by sending you quarterly estimated accounts and by reconciling the actual expenditure at the end of each year (see 'actual accounts' later in this handbook).

The type of repair the Council can be responsible for arranging includes:

### **Structure:**

- Roofs, drains, gutters and pipes on the outside of your home
- Outside entrance doors (but not the front doors of individual properties)
- Some window frames and sills (not including glass or opening casements)
- Outside paint work to communal areas.

### **Communal Areas:**

- Outside paint work to paths and steps (back and front)
- Boundary fences (except where you or a neighbouring owner are responsible)
- Stairs and landings
- Some garages and outbuildings, including some drying and car parking areas (any buildings that are specified in your Lease as forming part of the leased property will not be included)

### **Installations, fixtures and fittings:**

- Shared water pipes, water tanks, gas pipes and electrical wiring
- Light fittings in shared areas
- Controlled door-entry systems (including handsets)
- Decorations in shared areas

### **How to report a 'common part' repair:**

There are several ways you can report a repair to the Council:

- Email your request to: [repairs@dartford.gov.uk](mailto:repairs@dartford.gov.uk)
- Phone the Repairs team on (01322) 343800;
- Write to the Housing Repairs Section at The Council, Civic Centre, Home Gardens, Dartford, Kent DA1 1DR;
- In an emergency, outside of normal office hours, you can call (0845) 6341212.

### **What happens next?**

The Council will ask you for your name and address and as much detail as you can give about the problem so that it can make a decision about the type of repair that is needed.

### **How long will it take?**

All repairs are given a priority rating, depending on how urgent they are. The Council will tell you which priority your repair is and how soon it should be carried out.

Routine repairs are usually carried out within 20 working days. Examples of routine repairs are:

- Repairs to paths;
- Carpentry repairs;
- Brickwork repairs;
- A leaking gutter or down pipe.

- Medium priority repairs take account of any special circumstances. This allows some routine repairs to be dealt with more quickly, if necessary. It also includes repairs which would normally be urgent but, for example because the property is empty, there is no immediate risk. These repairs are completed within 7 working days
- Urgent repairs are usually carried out within 3 working days of receiving the report. This category includes repairs which may cause a danger to you or other residents if left unattended. Examples of urgent works include:
  - ✓ No lighting on a landing;
  - ✓ Leaking drains;
  - ✓ Broken windows in communal areas.
- Emergency repairs are rare, but would include jobs that would put you or other residents in immediate danger. The Council will usually carry out these repairs within 24 hours of receiving the report. Examples of emergency repairs include:
  - ✓ Flood;
  - ✓ No electricity to the block (except for power cuts);
  - ✓ Faulty door-entry system where residents are unable to enter the building.

## **Make sure you get a good service**

The cost of any repairs carried out by the Council will usually be shared equally between the Council, its tenants and the leaseholders in the block.

If you are not satisfied with the quality of the repair or the job is not completed within the time scale given above, please let the Council know by contacting us on 01322 343066/343368 as soon as possible.

You could also consider taking part in the Council's contractors monitoring group, which helps the Council keep an eye on the quality of the work carried out by its contractors. This Group covers all aspects of service charges, such as communal cleaning and grounds maintenance, as well as general repairs and maintenance.

If you would be interested in joining this group, please call us on 01322 343065.

## **Your responsibilities**

You are responsible for the repairs to the inside of your property, including your front door, the glass in your windows and opening casements. You are also responsible for any damage caused to the common parts and services by you, members of your household, or your visitors. You should ensure a properly qualified contractor carries out any repairs for you.

If you, or someone you have employed, are carrying out repairs to the inside of your property, you must make sure that no damage is done to any shared services or the structure of the block. You will be liable for any damage caused to the landlord's property and you will have to pay to put the damage right.

If you are in any doubt about work you intend carrying out, you should contact the Finance & Leasehold Manager on (01322) 343809 and explain the situation. The Finance & Leasehold Manager will decide if the Council needs to inspect the area before you carry out the work. You must not go ahead with the work if the Finance & Leasehold Manager tells you not to.

You must not carry out any repairs on landings, stairways or other shared areas. You would not be covered by your own or the Council's insurance if you had an accident or caused damage. If you, your visitors or members of your household cause damage to shared areas, as a leaseholder you are liable and will have to pay for any repairs needed. Always report any repairs needed to shared areas to the Repairs team on (01322) 343800.

### **3\* Gas Servicing Contract**

The Council has negotiated an extremely beneficial arrangement, on behalf of all DBC leaseholders, with its gas servicing partner, Swale Heating Ltd. Swale Heating Ltd are a CORGI registered contractor, and maintain and service all gas appliances within the Council's own housing stock. This special 3\* contract provides fully comprehensive cover for your boiler and system, including an annual service and gas safety inspection.

If you are interested in this service, please contact Swale Heating on 0800 731 33 44, or email [enquiries@swaleheating.com](mailto:enquiries@swaleheating.com). The Council has no direct involvement in any aspect of the contract, much the same as the arrangement you may have with any current gas or electricity supplier.

If you sub-let your property, it is a legal requirement to ensure the gas equipment within the property receives an annual safety check. Please also remember that copies of the safety certificates must be forwarded to both your tenant and the Council each year. A Landlords Gas Safety Certificate will be issued where applicable, but you will need to inform Swale Heating that you require this as part of your annual service contract.

### **DIY alterations**

As a leaseholder, you have the right to improve your home, but, for some improvements, you will still need prior written permission from the Council. This is because as the freeholder of the block and your landlord, the Council has a vested interest in the building and a responsibility to all of the other leaseholders and tenants. The Council will not usually refuse permission for your alterations, unless it has a good reason.

You should also check if you need to get planning permission (the Planning Department) or building regulations approval (the Building Control Department) before you start the work, as these are entirely separate permissions.

The Council does not need to know about minor work such as decorating, but it does need to know about any major alterations which could affect walls, windows, doorframes, plumbing or electrical services.

The outside window frames belong to the Council. You must not replace your windows unless the Council has given you prior permission in writing.

### **Examples of Alterations that need permission from the Council**

- Any addition or change to the structure or services in your home, including fixtures and fittings such as heating and kitchen units
- Aerials or satellite dishes
- Outside decoration (the type of paint may need prior approval to ensure it is compatible with paints that the Council's contractors use)

Remember, if you are not sure whether you need permission or not to carry out your planned alteration, it is always best to ask first.

## How to get the Council's permission

Write to the Rents & Finance Officer at the Council, Civic Centre, Home Gardens, Dartford, Kent DA1 1DR. You must explain exactly what it is that you want to do and include a drawing, plan or written description of the intended works.

One of the Council's technical officers may visit your home to look at what you want to do, before the Council can make a decision. The Council will give you an answer within ten days of receiving your request, or one month if it needs more information. If the Council refuses permission, it will tell you why. You will then have the right to appeal.

If you want to appeal against a decision made by the Rents & Finance Officer, you should write to the Finance & Leasehold Manager, The Council, Civic Centre, Home Gardens, Dartford, Kent DA1 1DR.

If you go ahead with the work after the Council has refused permission, you will be breaking the conditions of your lease. Any permission Housing Services gives you to go ahead with your planned works is not planning or building regulations permission.

If you carry out any alterations without permission, the Council has the right to restore the building to its prior condition and if this is necessary, it will recharge you for the costs involved.

## Other permissions you may need

You are responsible for obtaining any necessary planning permission or building regulations approval separately from the relevant departments within the Council. Housing Services will normally make it a condition that you do this when it gives you permission for the work.

The contact details for the [planning](#) and [building regulations](#) departments are included in the 'useful contacts' section at the end of this booklet.

## General condensation information

Condensation can be a problem if the property isn't suitably ventilated. This can be unpleasant to live with and can damage the plaster, your decorations and the window frames in your home. Condensation often causes black mould, which can spoil walls and ceilings, and also clothes, soft furnishings and carpets.

Condensation happens when moist air meets a cold surface, such as a window or a cold wall. Double-glazing and cavity-wall insulation help to reduce the problem by keeping the temperature of inside surfaces warmer, but condensation will still form if there is too much moisture inside your home. This moisture is the result of everyday things such as cooking, washing, hot baths and drying clothes indoors.

To limit condensation:

- Try to keep your home at a constant temperature, as this will help make sure there are no cold surfaces for moisture to settle on.

- Make sure that there is some ventilation in every room, by opening windows or turning on extractor fans if you have them. When cooking, put lids on saucepans, close the kitchen door and open a window or turn on the extractor fan.
- When running a bath, run the cold water before the hot to reduce the amount of steam, and keep the bathroom door closed. When you have finished, keep the window open and leave extractor fans running until the walls and windows are dry. Don't let the moisture escape into other rooms.
- Where possible, do not dry your washing indoors or on the radiators.
- Vent your tumble dryer outside your property, not inside.

## Help and Advice

If you have a disability, adapting your home can be a complex and difficult procedure. However, advice is available from the [Occupational Therapy](#) department at Kent County Council (see 'useful contacts' at the end of this booklet).

There are grants available to help you, as well as other organisations that offer practical assistance and advice:

### Disabled facilities grant

This is a means tested grant, designed to help towards the costs of adapting your home, to ensure it meets the needs of a disabled person. Ask your Housing Officer for more information about this grant, or go online to:

[www.dartford.gov.uk/housing/adviceonadaptingyourhome.htm](http://www.dartford.gov.uk/housing/adviceonadaptingyourhome.htm)

### Moat Care and Repair Service

This is a Home Improvement Agency (HIA) and works in partnership with both The Council and Gravesham Council to provide independent advice and assistance to the elderly, people with disabilities and others who require repairs, improvements and/or adaptations to their homes. The aim is to help keep homes suitable to live in and ensure residents are able to remain independent, if they so wish.

If you would like more information on this Scheme, please ring the Private Sector team on: 01322 343342/343674/343379.

### Warm Front Grant

The Warm Front grant is designed to help householders on low incomes with the greatest health risks, for example, older people, families with children under 16 and people who are disabled or who have a long term illness. Grants of up to £2,500 are available for energy efficiency improvements. Contact the Kent Energy Centre on 0800 358 6669.

### Energy saving tips

Simple measures you can put into action today:

- ✓ Switch off the television at the plug. If you leave it on stand-by with the red light on, it will use up to 25% of the power it uses when the television is on.

- ✓ Turn your thermostat down by just 1 degree. This could cut your heating bills by up to 10%, and save you around £30 per year.
- ✓ Take a shower instead of a bath. A shower uses less than half the hot water it takes to fill up your bath, and can save you between £5 and £10 each year.
- ✓ Use low energy bulbs in lights that are left on for more than three hours a day.
- ✓ Wait until you have a full load of dirty washing before using your washing machine.
- ✓ Only boil just as much water as you actually need (but always remember to put enough water in to cover the element if you are using an electric kettle).
- ✓ Draw the curtains in the evenings when it's cold and the heating is on. This will stop heat escaping through your windows.
- ✓ Lag your hot water tank. This will keep the water hotter for longer and means you won't have to put your immersion on as often.
- ✓ Fit draught proofing to windows and doors.
- ✓ Make sure you put the fridge and/or freezer in a cool place, away from direct sunlight and other heat sources – the motors will not need to work so hard to keep your food cold.

## Insulation

More than 40% of the heat lost from an average house is through loft spaces and walls. By insulating these areas, not only can fuel bills be reduced, your home can be made warmer. If loft insulation is installed to a depth of at least 250 mm (10"), up to 25% of heating costs can be saved.

If your home is un-insulated, the walls are responsible for as much as 33% of the overall lost heat. Insulating cavity walls provides one of the biggest energy savings in the home, reducing heat loss through the wall by up to 60%.

The Council can be responsible for insulating certain communal loft spaces in blocks of flats, but not for cavity wall insulation. If you think your communal loft does not have insulation, contact the Leasehold Services team who can investigate. The costs of installing communal loft insulation will be recharged in your service charge account.

## Heating

Upgrading your gas central heating could save you money on your heating bills. Replacing a 15 year old boiler could save you over 20% on your fuel bills or 32% if a condensing boiler was installed.

By upgrading central heating controls, you would improve the efficiency of your heating system and this could cut your heating costs by up to a further 17%.

By fitting a full controls package, you could save between £50 and £60 per year.

## Home Contents Insurance

Unexpected events, such as theft, adverse weather conditions, fire or burst pipes, can lead to the sudden loss of your personal belongings and furnishings. With all these things, if you don't have home contents insurance cover, you could be in for a shock. Protecting your home contents will bring you peace of mind.

The Council recognises the need for its customers to protect their homes and valuables at an affordable cost and has negotiated an extremely beneficial arrangement with JLT Tenant Risks, to provide a low cost home contents insurance scheme payable by weekly, fortnightly or monthly instalments.

JLT offer a standard minimum sum insured of £6,000 for leaseholders aged 60 and over and £9,000 for all other leaseholders. The standard maximum sum insured is £35,000, however the scheme is flexible and this could be increased upon request. The scheme is open to every leaseholder in the Borough, and the proposal form itself is simple to complete and does not include many of the questions found in the general market place, thus making the application process relatively straightforward.

Contact JLT Tenant Risks on 0845 601 7007 for further information on this valuable scheme.

## Management Arrangements

### The first five years

If you buy a property under the Right to Buy Scheme, the Council has to tell you how much the service charges are likely to be in each of the first five years. This is done by issuing you with an offer letter (Section 125 Notice, (Housing Act 1985)). The Council can only do this accurately by planning ahead for any maintenance that is likely to be needed to your block during that time and by estimating how much that work is likely to cost.

Once the Council has decided how much the repair and improvement costs are likely to be during the first five years, other than making an allowance for inflation each year it cannot charge you more during this period than the amount it states on the Notice. If the Council finds it has over-estimated the costs for maintenance and improvements, it will only charge you what the actual costs are.

The initial five-year period applies to repairs and improvements from the date the first buyer buys the lease. If the lease is sold within this time, the new owner is entitled to what is left of the five-year protection period. There is not a new five-year period each time the lease is sold on.

However, the Council reviews planned maintenance and improvements on an annual basis to ensure that expenditure is kept to a minimum for all its leaseholders wherever possible. When the initial five year period is up, the Council will continue to review planned maintenance and improvements on an annual basis to ensure any contributions you are asked to make towards the future liabilities are fair and accurate.

### Living in a leasehold property

When you live in a flat or maisonette, it is important to think about some of the things you do that could affect your neighbours, so please remember:

- Not to make too much noise, especially at night or early in the morning;
- To help keep the shared areas clean and tidy;
- To take special care to keep pets under control in accordance with the permission granted;
- To try to be a good neighbour.

Under the terms of your lease, you have a duty not to cause a nuisance or annoyance to your neighbours and to make sure that your family and visitors to your home do not upset or annoy your neighbours.

## Shared areas and services

The Council is responsible for maintaining the shared areas in your block, but everyone living in the block has a duty to keep them clean and use them properly.

If you see someone causing damage to, or misusing, stairways, landings, parking areas, drying areas, bin stores, security doors or any other shared facilities, please tell the Rents & Finance Officer as soon as you can. You have to pay a share of the costs of maintaining shared areas, so it will benefit you to let the Council know.

If you have evidence of who caused the damage, the Council can charge that person so that the cost of the repair will not appear in your service charges.

The Council cleans the windows in some of the shared parts and if you have shared grounds and drying areas around your block, the Council will maintain these through the year, but only for some of its properties. This includes grassed areas, borders, paths, trees and drying areas. Not all blocks and estates are maintained, so if you are in any doubt about the services provided to your block, please call us on 01322 343066.

## Service Charges Explained

Provisional estimated service charge invoices are issued quarterly in advance, in accordance with your lease, on the *first* day of each quarter (1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October and 1<sup>st</sup> January), the *quarter* days.

The payment terms for these invoices is 90 days. This means they must be paid by the *last* day of each quarter (30<sup>th</sup> June, 30<sup>th</sup> September, 31<sup>st</sup> December and 31<sup>st</sup> March), the *due* date.

There are different payment terms for the Actual service charge accounts, sent annually during September, or any other adjustments that are made during the year. These must be paid within 21 days from the date of the invoice or credit note.

You can of course pay any of the invoices earlier than the due date, if you so wish.

## Why am I responsible?

When you purchase your property, you become a 'shareholder' of the physical building in which your property is located. This means that you are responsible for a proportion of the costs your landlord incurs in maintaining and managing the building.

If you have not owned a home before, then sometimes the costs involved can come as a bit of a shock.

As your landlord, the Council has a legal duty to maintain the building and can recoup your share of the cost from you. The Council has to pay its own share of these costs, where flats within the block are still occupied by the Council's own tenants. Communal repair costs are shared equally amongst all the properties in the block *unless a cost belongs only to one property or to part of a block*. Tenants also pay service charges for the same items as you do, with their rent.

Shared services such as communal aerials will be charged for *even if* you do not use the facility.

The Council, as a social landlord, has to spend a considerable amount of money every year in ensuring its properties are maintained to a good standard. If the Council did not invest in its properties this way, the buildings would deteriorate and your home may be worth less if you wanted to sell the lease. It would also become a much less pleasant place to live.

Nevertheless, the Council understands that its expenditure is rechargeable to tenants and leaseholders and strives to ensure value for money is achieved in all of its negotiated contracts. The Council successfully maintains more than 4,300 homes and this means it can negotiate very competitive repairs contracts. Additionally, the Government regulations that cover contracts make sure that Council contractors give excellent value for money.

## Service charges from a previous leaseholder's ownership

Under the terms of the lease, the current leaseholder is responsible to pay service charges that *become due for payment* while he or she is the legal leaseholder.

If you are buying or selling your leasehold property, you should ensure that your Solicitor checks that all service charge and ground rent payments are up to date, as service charges are property based charges. This means they are attributable to whoever is the legal owner of the property when the charges become due.

Solicitors acting for both parties should therefore account for any unpaid debt when calculating the final completion statement.

If you are in any doubt about who is responsible for paying service charge arrears, you should in the first instance contact the Solicitor who dealt with your purchase. The Council will usually collect service charge arrears from the current leaseholder.

## How your charges are calculated

There are two types of service charges.

1. *Variable* means the cost is not fixed in advance but could go up or down dependant upon the amount of work undertaken (e.g. repairs and maintenance)
2. *Fixed* means the charge is set at the start of the year and will usually not change for the whole of that year (e.g. insurance).

Some or all of the following charges will usually apply:

- Repairs and maintenance to all of the communal areas inside and outside your block (a *variable* charge)
- Grounds maintenance for shared garden areas adjacent to your block (usually a *fixed* contract charge)
- Buildings insurance (usually a *fixed* charge, but subject to changes in circumstances)
- Communal cleaning costs (including windows) for the common part areas inside and outside your block (usually a *fixed* contract charge)
- Electricity costs for communal lighting areas for your block (a *fixed* charge that is reviewed annually)
- Future Liabilities Fund (a *fixed* charge for planned improvements or future major works for your specific property or block)

- Management fees (the Council's costs for administration - a *variable* amount usually calculated as a percentage of the total costs involved)
- Ground rent, charged annually in arrears, payable immediately it is received in January each year, as the charge relates to the previous calendar year (a *fixed* charge)

Most repairs, improvements, communal cleaning, grounds maintenance and insurance items are shared equally between all properties in the block.

However, in some cases costs are shared only between properties in part of a block (such as repairs to a stairway serving just a few properties in a large block).

Costs that apply only to one particular property (such as a special repair or a charge for damage) are chargeable to that property only.

## Arrears Procedure

The Council is committed to recovering all service charge debts and keeping arrears levels to a minimum. The Council takes this issue very seriously, as it has a duty to protect the interests of other leaseholders in the Borough, as well as to keep the service charges as low as possible.

One consequence of leaseholders not paying their service charges on time is higher administration costs, which affect all leaseholders and tenants.

The arrears procedure is generous in that it gives leaseholders many opportunities to contact the Leasehold Services team to discuss financial arrangements for paying off arrears of service charges, before further recovery action is taken. Further action the Council is able to take includes:

- Referral of the debt to a Debt Collection Agency;
- An application for a County Court Judgement (which will affect credit rating and status).

Should it become necessary for the Council to take the above actions, you would usually be liable for the additional costs incurred.

In extreme cases, the Council can apply to the Courts for Forfeiture of the Lease (see the separate section in this booklet), which has serious consequences for both the leaseholder and the mortgage lender.

## Actual accounts

The Leasehold Services team works hard to ensure that leaseholders are accurately charged only for their own costs, as leaseholders are liable for costs incurred in maintaining their particular block or property as detailed in the lease. However, as there are many thousands of repairs carried out each year it can be very complicated to analyse and identify accurately which repair was carried out to which property or block. This means that there could be occasions when charges are wrongly applied.

All the costs incurred by the Council that are attributable to your block will be listed on the Actual Service Charge account, which the Council will send you by the end of September each year. You will usually only get one Actual account each year, but sometimes you may get a

special one-off invoice, for example, where repair or improvement work has been carried out specifically to your property, or you are being recharged for damage you are responsible for.

The account relates to any *actual* service charges incurred during the year that ended on the previous 31 March. It compares the actual costs of maintaining your block against the estimated costs that you have already paid. The balance showing at the bottom of the statement will either be added or subtracted from your account balance, depending on whether it is a debit or credit figure.

You will receive a breakdown of all of the repairs the Council carried out to your block and estate, if there are any. Your proportion of the total cost of those repairs will be shown on the Actual account.

You will also receive an invoice or credit note for the final actual amount that is due from or to you. This invoice is payable immediately. If you receive a credit note, you may deduct the amount of the credit from your next quarterly payment.

You will have been consulted about any planned major works or external decoration charges and these may be considered suitable to be paid for from your Future Liabilities fund (see separate sections '[Your right to consultation](#)' and '[Future Liabilities explained](#)').

## Buildings Insurance

This insurance is always arranged by the Council, as it has a duty to protect its freehold interest in the block.

The service charges you pay each year include a premium for buildings insurance. This insurance generally covers you for problems with the structure of your home, for instance the outer walls and the roof. It will also cover you for damage to fixtures and fittings (if they are your property) and any common parts as defined in the title deeds.

The Policy covers accidental damage to inspection covers, cables and pipes serving the building your property forms part of as well as repair of the pipe between the main sewer and your home in the event of a blockage.

However, some circumstances would adversely affect your insurance cover, for instance if you left your property unoccupied for more than 30 consecutive days or if you had not paid your service charges on time. Page 6 of your Statement of Policy Cover Booklet gives a complete list of what is covered and what circumstances would affect your level of cover.

Buildings insurance does not cover the contents (furniture and personal belongings) of your home and you should therefore arrange your own [home contents insurance](#) to cover these items.

## Grounds Maintenance

The Council's Environmental Contracts Section negotiates and maintains the grounds maintenance contract for all grounds work within the Borough. Housing land is included as part of this Corporate contract.

Leaseholders pay specific fixed service charges in respect of grounds maintenance for any communal grounds that are directly adjacent to their properties. However, it should be noted that tenants also pay these fixed service charges although these are not currently specified separately but are instead included in the net rent figures for each property.

## **Vandalism**

The Council does not charge leaseholders for repairs that are proven as directly attributable to vandalism.

However, in order that the Council may maintain accurate records and ensure that these costs are not passed on to leaseholders generally, when reporting an act of vandalism to the Council's repairs desk, you will be asked for an incident or crime number, which can be obtained from the Police.

## **Future Liabilities Explained**

Future liabilities is a way of describing a 'sinking' fund, which leaseholders are legally required to pay into each year as detailed in the lease. A sinking fund is usually held in a separate interest bearing account, as the funds in it accumulate over a period of years and attract interest at the prevalent rate.

The reason for administering accounts in this way is to ensure that in the event of any major works being needed to the block (for example, a new roof, double glazing or replacement water storage tanks), there will be sufficient funds available to pay for the works. Leaseholders will therefore not be presented with a large unexpected bill that they may have problems in paying.

The future liabilities accounts are reviewed annually in conjunction with the Council's planned maintenance works, to ensure that any contributions leaseholders are being asked to pay are fair and accurate. However, for the first five years after the initial purchase of the property from the Council, charges are limited to the amount advised in the original Right to Buy offer letter (see also Management Arrangements: the first five years).

If you sell on or transfer your lease, the future liabilities account will be transferred to the new leaseholder and your solicitor will make an allowance for any credit or debit balance held in the account when calculating the completion figure.

## **Gardens**

If your property has a garden, you are responsible for keeping it tidy. You should not allow rubbish to build up as it may cause a health hazard and encourage mice and other vermin.

If there are shared (communal) gardens around your block, the Council maintains them under the corporate grounds maintenance contract. But you can help by not dropping litter and not parking on the grass.

## **Satellite dishes**

If you want to install a satellite dish to your property, you must get Housing Services prior permission in writing. Write to the Rents & Finance Officer at the Council, Civic Centre, Home Gardens, Dartford, Kent DA1 1DR.

The Council will not normally refuse permission as long as it is installed properly, but you may also need to get planning permission from the Council's Development Control team.

## Disputing Service Charges

### What to do if you think your charges are wrong

The Council will always try to work out your charges properly and fairly, but if you think there is a mistake or you have been charged wrongly for something, please tell us straight away. We will be happy to look at your account again to make sure it is correct. Our telephone number is 01322 343066/343368. Alternatively you can write to us at The Council, Civic Centre, Home Gardens, Dartford, Kent DA1 1DR.

If you are not happy with our response, or you do not receive a response to your enquiry within 10 working days (one calendar month for Actual accounts), you can write to the Finance & Leasehold Manager at the above address. Please state clearly what charges you disagree with and why.

If you are unhappy with the Manager's response, there are some other things you can do.

- You have the right to ask for a summary of the information the Council used when it set the service charge. The summary should show all of the Council's costs that you have been asked to contribute towards. It must also say whether the Council has been charged for the items already or whether it expects to be charged for them soon. If the Council has already been charged, the summary must say whether it has paid the bill. If you prefer, the request can be made by the secretary of a recognised tenant and resident association.
- You also have the right to inspect the Council's accounts supporting the summary, to see the evidence of its costs. You cannot be charged for inspecting the documents, but you may be asked to pay for the cost of producing any copies you want. If you want to inspect supporting documents in this way, you must make your request within six months of obtaining the summary described above. Within a month of your request, the Council must arrange for you to be able to inspect the records. The arrangements must remain in place for two months. Again, the request can be made by the secretary of a recognised tenant and resident association, if you prefer.
- If you feel that the Council is failing to provide value for money in the way that it provides its services, or that it is failing to carry out all of its duties, you may have the right to request a management audit. You can appoint a qualified accountant, a valuer or a surveyor as an auditor to examine all aspects of how the Council meets its obligations to the leaseholders in your block. The appointed person must not be one of the leaseholders from the block and they must satisfy themselves that the Council is carrying out its duties under the lease, effectively and efficiently.
- By law, the Council must provide all of the information and facilities necessary to your auditor. The Council cannot charge for the facilities it makes available to your auditor. You have the right to a management audit if there are more than two leaseholders in a block. More than two thirds of the leaseholders in a block must agree to the audit, or one of them must agree if there are only two leaseholders.
- If you still think you are being charged unfairly, you can apply to an independent Leasehold Valuation Tribunal (see separate section below), which has been set up under the Housing Act 1996. Either you or the landlord (the Council) can apply to the tribunal to settle a dispute over service charges.

The tribunal will decide:

- If the costs of the services the Council is charging for are reasonable;
- If the work being charged for is of a reasonable standard;
- If the amount the Council is asking for in advance is reasonable.

However, you can't appeal to a Leasehold Valuation Tribunal if a Court or Tribunal has already made a judgement about your charges or you have already agreed that the charges are correct.

The Tribunal may decide that you must pay all of the charges, or they may decide that the Council must reduce its charges. Once the Tribunal has made a decision, both parties are bound to accept it.

The Tribunal can charge up to £500 to hear your case. They may decide not to charge you these costs, or they may decide to charge costs to the Council. However, the Tribunal is more likely to charge you the costs if they think your claim is unjustified.

If you want your service charges to be considered by a Leasehold Valuation Tribunal, phone the Leasehold Services team – they can advise you how to go about it.

## Leasehold Valuation Tribunals (LVT) Explained

LVTs are independent and impartial bodies, usually consisting of 3 members. They are designed to provide a much quicker and simpler option to Court proceedings, as they are much less formal and applications can sometimes be resolved without the need for an official hearing.

Applicants to an LVT do not need legal representation, although it would be advisable to seek some professional assistance in certain cases such as enfranchisement (see separate section).

In most cases, there will be a fee payable for an application to an LVT and the fees range from £50 to £500. The amount it will cost is dependant upon the type of application being made, how many properties are involved in the dispute and the value of the dispute.

In some instances, the LVT may hold a pre-trial review of the case. This can be held at the request of either party or if the LVT itself feels it is necessary. A pre-trial review is an informal meeting, attended by all parties, where the issues of the case are identified and highlighted to see if any agreement can be reached. No final decisions are made and no fee is payable for this meeting.

The LVT will usually issue directions to each party to let them know what they have to do to ensure all relevant evidence is fully considered by the LVT panel. The LVT will also set out a timetable for the full hearing. If either party fails to comply with an LVT direction, that party's case could be prejudiced or dismissed.

The local LVT contact details for the Dartford area are listed in the 'useful contacts' section at the end of this booklet.

The following issues can be dealt with by an LVT:

- Enfranchisement

- Lease renewals
- Lease extensions
- Purchase price and terms
- Service charges
- Administration (management) charges
- Insurance
- Dispensation with consultation requirements
- Right to manage
- Approved codes of practise
- Variation of leases
- landlord costs for LVT hearings

## Service Charge Loans

### Financial problems

If you have problems paying your service charges and you find you cannot pay your quarterly bill when it is due, *don't ignore it!* It will not go away and you could end up losing your home.

You may be entitled to Council Tax Benefit, Income Support or Tax Credits.

The Council can also help you spread the cost of a large bill, if you need to. You can ask to pay by monthly instalments, which will allow you to spread the cost equally through the year. If you can't afford to spread the cost over one year, you can ask the Council for a Service Charge loan which will spread the cost over several years.

This could help you manage a bill which is unusually large, for example because of a special job such as window replacement or refurbishment of your block, but it would not help with the usual annual service charges. You should carefully consider whether a loan is the best option as it will attract additional charges for interest and legal fees, or whether you would be better off trying to pay the bill in the current year by monthly instalments.

There are three main ways you could get a loan to cover all or part of your service charges under the above circumstances:

- A bank loan (ask your bank for details);
- A secured loan from your mortgage lender;
- A secured service charge loan from the Council.

*If you do not make the proper repayments on a secured loan, you could lose your home.*

If you want to apply for a loan, pay by monthly instalments, or if you have any other problem paying your service charge bill, please contact us on 01322 343066.

### Council Loans

Under the Housing (Service Charge Loans) Regulations 1992, you have a legal right to a Council loan if:

- Your lease is not more than ten years old;
- The total service charge demand in any one year is more than £1900, including major works contributions;
- You owe at least £640.

You have a right to a loan even if you are in 'negative equity' on your mortgage. This is when your property is worth less than the amount you owe on your mortgage. If you qualify for a loan under the above criteria, there are some more conditions which you must also satisfy to be sure of receiving the loan:

- The loan can't be for arrears of ground rent, management charges, insurance or any other regular annual service charge;
- The loan must be for a minimum of £640;
- The loan must be secured against your property (like a mortgage);
- The loan must be repaid within three to ten years (depending on the amount of the loan) and interest is charged at the Local Authority mortgage interest rate.

If you think you qualify for a Council service charge loan, please contact us on 01322 343066/343368 for further advice.

## Your right to Consultation

### Qualifying long term agreements or works

Under Section 20 of the landlord and Tenant Act 1985 (as amended by section 151 of the Commonhold & Leasehold Reform Act 2002), leaseholders have the right to be consulted about any "qualifying works" such as major repairs, improvements and day-to-day repairs which are expected to cost more than £250 per leaseholder. They also have the right to be consulted about any "qualifying long-term agreements", such as management contracts and partnering arrangements which are for a period of more than 12 months, and which are expected to cost more than £100 per leaseholder. However, certain agreements are exempt from the consultation process such as contracts of employment.

If the Council expects a job to cost each leaseholder more than the above amounts, it must consult you by giving you a full description of the works required and the reasons why it considers the works are needed.

The Council then has to allow 30 days to receive any observations or nominations of a contractor for the works.

If the Council decides to proceed after considering all observations received, it will then notify you and provide you with details of at least two cost estimates from different contractors on its Approved Contractor list. One of the estimates may be from a contractor that was nominated by a leaseholder or tenant, as long as that contractor is already approved or is able to meet the Council's criteria to be admitted to the approved list.

The Council will provide a summary of any observations received, along with its responses to those observations. It will then invite written observations about the estimates, to be received within 30 days.

After all observations have been considered, and if the Council then decides to enter into a contract, it will *within 21 days of entering the contract* provide reasons for its decision to award the contract to that particular contractor, *but only if* the contract was not awarded to a nominated contractor, or was not the lowest tender received.

If any observations of the estimates were made, the Council will also provide a summary of those observations, and its responses to them.

These rules do not apply if the Council has to start work urgently because of an emergency (such as gale damage to the roof).

## **LVT dispensation for leasehold consultation**

Section 20 of the landlord and Tenant Act 1985 requires that leaseholders must be consulted before the landlord carries out works exceeding a certain amount, or enters into a long term agreement for the provision of services. Anyone may apply to an LVT for the dispensation of any or all of the consultation requirements, where it is reasonable to do so.

## **You and your neighbours**

### **Living peacefully**

As a leaseholder, you have the right to enjoy your home in peace and quiet, without interference. But your neighbours have exactly the same rights to peace and quiet in their own homes.

If you have any problems with your neighbours, the first thing to do is talk to them about it. They may not realise that they are causing you a problem and talking about it with them calmly and rationally without getting upset, might be all it needs to sort the problem out.

Remember, if you cause a nuisance or annoy or upset your neighbours, you are breaking the conditions of your lease. You may also be breaking the law.

### **Anti-social Behaviour**

Anti-social behaviour of any kind is unacceptable and will not be tolerated by The Council. The Council has a strict policy on this issue, and a procedure it follows in cases where unacceptable behaviour is identified. Some examples of anti-social behaviour are:

- Using or threatening to use violence
- Intimidation
- Criminal activity including damage to property
- Noisy and rowdy behaviour
- Writing threatening abusive or insulting graffiti
- Litter and rubbish dumping
- Uncontrolled pets
- Using and selling drugs
- Nuisance from vehicles including parking and abandonment
- Other conduct likely to cause harassment, alarm or distress
- Domestic violence
- Racial harassment, homophobic or any other hate crime

If your life is being affected by anti-social behaviour (ASB), you should contact Housing Services on 01322 343065 who are responsible for dealing with ASB complaints and for ensuring all necessary action is taken until the case is resolved.

Complaints about ASB can be made by telephone, in writing or in person. They can be made by the person who has been affected by ASB, or a third party on their behalf, for instance a Social Worker, Officer of a local residents' group or a Councillor.

The definition of 'Anti-Social Behaviour' is detailed in the Housing Act 1996 and the Anti-Social Behaviour Act 2002.

**Anti-social Behaviour Group.** The Anti-social Behaviour Group is one of a number of action groups being supported by the Dartford Community Safety Partnership. The group includes representatives from The Council, North Kent Police, KCC Social Services, KCC Youth and Community, KCC Education and KCC Youth Offending Service. Where appropriate, the group will take action to address anti-social behaviour incidents in the Borough.

**Acceptable Behaviour Agreements.** Anti-social behaviour is not restricted to the younger generation, as people of all ages can behave inappropriately at times. Legal action is therefore not always appropriate or fast enough to deal with bad behaviour. In some cases, an Acceptable Behaviour Agreement is an early intervention procedure, which is used to get individuals causing anti-social behaviour to commit themselves to an agreed pattern of acceptable behaviour.

**Anti-social Behaviour Orders.** ASBO's are issued by the Court. They help to prevent the person responsible for committing the bad behaviour from continuing to cause distress, harassment or alarm and they exclude offenders from particular named areas. These orders are usually seen as the final step when all other forms of intervention have failed.

## Noise Nuisance

If you cannot sort out your problem by talking to your neighbour, the next step is to talk to the Council's Environmental Services at the Civic Centre. They will be able to explain what the Council can do to help you; and they can let you know in more detail what your legal rights are.

When your neighbour is a Council tenant or another leaseholder, the Area Housing Officer can discuss the problem with him or her. The Officer can also send your neighbour a written warning if it is felt that this will help resolve the situation.

Should the situation get worse and become more serious, it is best to keep a diary recording the nuisance on a daily and weekly basis. You can get a diary record from the Environmental Services Department, as in nuisance cases the Council usually needs these records as evidence if it takes the offender to Court.

The Council will always get involved where there is firm evidence of a serious nuisance, and a Council tenant or leaseholder is the victim (or the cause) of the nuisance. However, there is very little that the Council can do without any evidence.

Legal action can also be taken, but this would only normally be used as a last resort. This is because it could result in the person causing the nuisance being evicted from their home. If the offender was taken to Court, you may be called to give evidence.

Other legal action you could take yourself would be to ask the County Court to grant an injunction to stop the noise, but you would have to prove that your health, comfort and convenience had been affected. It would be best to employ a solicitor to prepare the case

papers on your behalf; but the first step would be to discuss your options with the Citizens Advice Bureau, who can give you much more detailed and specific advice about your particular problem.

The [Citizens Advice Bureau](#) contact details are included in the 'useful contacts' section at the end of this booklet.

## **Vandalism and graffiti**

The Council needs your help to stop vandalism and damage. If you notice any acts of vandalism or see any graffiti on your estate, you should report it immediately to us on 01322 343066 (all reports are treated as confidential) and to the Police, who will give you an incident or crime number.

Vandalism is a crime, for which the Council bears the costs of repairing the damage and removing the graffiti. It is also very unsightly and it makes your estate and your road a less pleasant place to live.

## **Pets**

If you want to keep a pet in your property, under the terms of your Lease you should first obtain the permission of the Council in writing. This is because the Council has to satisfy itself that your pet will not cause any nuisance to your neighbours and that your property is suitable for the type of animal you intend keeping. Once permission has been granted, the Council retains absolute discretion to withdraw the permission at a future date.

If you are thinking of getting a pet, you should carefully consider whether it is a suitable pet for living in your property. If you are having problems with dogs (your own or someone else's), report the matter to the Police.

## **Car parking**

Some leasehold properties have shared parking areas. Parking in shared areas is usually on a 'first come – first served' basis and no-one has their own dedicated parking space. It's therefore very important that you consider your neighbours when you park. Here are some simple guidelines to follow:

- Make sure you do not cause an obstruction, as this could prevent emergency vehicles attending in the event of a fire or accident etc.
- Do not park on the footpath. This is against the law and you will receive a parking ticket.
- Do not park in your garden, unless you have a hard standing and a dropped-kerb.
- Do not park lorries or trucks in shared parking areas. The Council will take action to remove these vehicles.
- Sensible use of shared parking areas helps you and your neighbours live together peacefully – tell your Housing Officer if you think someone is causing a nuisance in your parking area.

## **Mediation Service**

There are times when neighbours don't always get along together.

The Council will always try to help resolve disputes in a friendly and calm manner in the first instance and will work with neighbours to help them arrive at a solution that meets the needs of both groups. But there are occasions when some extra help or independent advice is needed.

[M.I.N.K \(Mediation in North Kent\)](#) is now working in partnership with the Council to provide a service to help resolve disputes. This is a free service based in the community and works independently of other agencies, for example the police and social services.

The mediation process aims to help people involved to reach an agreement that satisfies everyone. The volunteer mediators will not take sides and all conversations are strictly confidential.

They will:

- Visit you to discuss the problems you are experiencing
- Subject to your agreement, they will visit your neighbour and listen to their views

If you think that this service could help you with a neighbour problem, please call them. Their contact details are included in the 'useful contacts' section at the end of this booklet.

## Garages

The Council has a number of garages available to rent throughout the borough. Garage rents are very reasonable and anyone can rent a garage from the Council, although tenants and leaseholders will be given priority over other applicants.

The rent is reviewed annually and is usually increased in line with inflation. Tenants and leaseholders will not usually have to pay VAT on their garage rents, unless they rent more than two garages at the same time.

If you want to rent a Council garage, ask your Housing Officer for details. However, there are waiting lists in some areas.

## Rats, mice and other pests

Household pests can affect your neighbours as well as you. So if you have rats, mice, fleas, cockroaches or any other type of household pest in your home, contact the Environmental Health Department at the Civic Centre.

Standard charges apply for all of the Council's pest control services, even if you are in receipt of benefits. Email [customer.services@dartford.gov.uk](mailto:customer.services@dartford.gov.uk) for more information, or look on the Council's website [www.dartford.gov.uk](http://www.dartford.gov.uk).

## Refuse disposal

### Household refuse collection

All domestic properties in the Borough currently receive a regular refuse collection service, provided by [EnterpriseMRS](#).

All properties have been provided with a wheeled bin, except where the resident (for reasons of access etc) wishes to use plastic sacks.

Bins or sacks should be left at the front boundary of the property by 7am on [the day of collection](#). For elderly or disabled residents, or where the front of the property is not a suitable collection point, an alternative collection point can be agreed.

The collection service does not cover the removal of building materials, bulky items such as furniture, hazardous waste, soil or large amounts of garden waste.

### **Recycling services**

In common with all UK Local Authorities, Dartford Council has to meet certain Best Value targets for recycling set by the Government. For Dartford, those targets were to recycle **14%** of domestic waste by the year 2003/04 and **21%** by 2005/06, which the Council met with the help of the borough residents.

With your help in utilising the various recycling services below, the Council is confident it can continue to meet its targets in future years.

### **Bulky Household Waste**

The Council can arrange for the collection and disposal of bulky household waste such as furniture or large appliances. However, this service is only available to the residents of the borough and can only be collected from outside your property.

The time it will take for your items to be carried and loaded onto a van by two men is calculated when you order the special collection. You pay for the clearance time in 15 minute slots, and you should estimate as best you can to allow for all of your items to be collected. The more items you have or the more awkward it is to access them, the more time you should allow.

For up to date information on the costs of this service, visit our website [www.dartford.gov.uk](http://www.dartford.gov.uk) or phone us on 01322 343434.

### **Running a business from home**

If you want to run a business from your home, contact your Housing Officer for permission on 01322 343065. They will need to consider whether the business would cause a nuisance or annoyance to your neighbours or if it might cause damage to the property.

Your insurance policy can also be affected by running a business from home, so you must contact the Council's Senior Finance Officer on 01322 343314 before making any arrangements to start your business, and you may need to comply with planning and other legal requirements too.

Examples of businesses the Council is likely to permit include running a small child-minding service or a computer agency. The Council will not approve any business that involves carrying out car repairs, the storage of materials or the use of heavy machinery which could affect the quality of life of other residents in your area.

## The Residents Forum

The Council would like you to be involved in how it runs its housing service. A good way of doing this is to join the Borough wide residents' forum, or by joining or setting up a smaller local residents association. It is only by working together that the Council can share its ideas for the future, get feedback on what you want and make better decisions about the housing service.

By joining a local residents association, you are able to join in discussions with your neighbours (including Council tenants and freeholders) about the services which affect your area and influence the Council's decisions.

If you would like to know more about the Residents Forum, please call the Resident Involvement Officer on 01322 343841.

### What is a Residents Association?

A Residents Forum/Association is a group of local people who meet to discuss and put forward the views of tenants and residents to the Council. The Association will be recognised as an official entity by the Council. It will consult with Officers to ensure relevant issues are highlighted to its members. This means that everyone on the Estate or in the local area represented by the Association will have a say about any planned changes or improvements. The Association will then work with the Council to solve any local problems.

The different types of issues that Associations might get involved with include:

- Estate management
- Estate cleaning (including streets and shared areas)
- Environmental issues
- Repairs
- Planned maintenance and improvements
- Vandalism and crime prevention

### Why form an association?

An organised group has a stronger voice than an individual person. The Council will always consult with recognised groups on important housing issues. This means that you have the chance to influence the decisions the Council make.

Locally, your Association can help to improve community spirit and give everyone the chance to get to know each other. It can also provide useful information to people living in the area it covers about planned future events and other local issues, through regular newsletters and meetings.

### Getting started

Why not have a chat with some of your neighbours, and ask them if they think it's a good idea? If they do, listen to their views and get their support. Then contact your Housing Officer, who will help you to get your group underway. It might be hard work, and it may take some time, but it will be worth it in the end.

## Going it alone

If you do not want to set up your own group or join an existing association, the Council will still consult you on matters that affect you as a leaseholder. This might be by sending you a letter, survey or newsletter, or by inviting you to a meeting. The Council will consider your views when it makes a final decision.

## Complaints

You may sometimes be dissatisfied with the response you get from the Council. For example, you may think the management of your property, the services or the charges made for them are unreasonable. In this case, you may wish to take the matter further.

### Informal Complaints or Suggestions

If you have a concern, or would like to make a suggestion about a particular service, the first thing to do is to write or speak to a member of the relevant team, who will try and sort it out straight away.

For specific leasehold management issues, you can write to the Finance & Leasehold Manager, Civic Centre, Home Gardens, Dartford, Kent, DA1 1DR. You should receive a written response within 15 working days of the Council receiving your letter.

### Corporate Complaints Procedure

If you would like to make a formal complaint, this can be done by using the Council's Corporate Complaints procedure, which the Council has tried to make as easy as possible. You can ask for a copy of the complaints procedure at anytime. You can also send a letter, visit the Civic Centre, telephone and email or fax your complaint. Or you can complain online, by using the website links at [www.dartford.gov.uk/complaints](http://www.dartford.gov.uk/complaints).

Ongoing disagreements with the Council will not affect your normal legal rights to settle disputes through Arbitration, the Leasehold Valuation Tribunal or the Courts.

#### Stage One

The first stage will be dealt with by the Manager or Senior Team Member from the service area that you are complaining about. You will receive an acknowledgement of your complaint within 5 working days and the Manager will write to you with a full response within 15 working days of the date your complaint was received.

#### Stage Two

If you are unhappy with the response and feel that the matter has not been resolved to your satisfaction, you can then contact the Corporate Complaints Officer and ask that your complaint is taken to Stage 2. You must give the reasons why you were not happy with the original response you received.

The Corporate Complaints Officer will arrange for your complaint to be investigated by a more senior member of staff. You will be told the name of the Officer who is dealing with your complaint and they will respond to you within 20 working days of the complaint being referred to them.

**Stage Three**

If you are unhappy with the Stage Two response to your complaint, the Corporate Complaints Officer can tell you how to appeal to the Executive Director of The Council. You should appeal within four weeks of receiving the Stage Two response.

The Executive Director will send you a full written response within 30 working days of receipt of your appeal.

## Useful Contacts

Dartford Borough Council  
Housing Services  
Civic Centre  
Home Gardens  
Dartford  
Kent DA1 1DR  
01322 343434  
Website: [www.dartford.gov.uk](http://www.dartford.gov.uk)

Dartford Housing Fax: 01322 343089

Dartford Housing Finance & Leasehold: 01322 343066/343368

Dartford Housing Repairs: 01322 343800

Dartford Housing Rents: 01322 343070/343570

Dartford Housing Options & Advice: 01322 343814/343082/343083

Dartford Sheltered Housing: 01322 343366

Dartford Housing Management: 01322 343574/343061

Dartford Resident Involvement: 01322 343841

Dartford Council Emergency Out of Hours Service: 0845 634 1212

Dartford Parking Services – 01322 343131

Kent County Council Social Services – 01322 277744

Kent County Council Occupational Therapy – 01322 277744

For all other Council services, please call 01322 343434 and ask for the relevant department (shown below), or log on to our Website [www.dartford.gov.uk/services](http://www.dartford.gov.uk/services) and follow the easy links:

Council Tax [www.dartford.gov.uk/counciltax](http://www.dartford.gov.uk/counciltax)

Housing Benefit [www.dartford.gov.uk/benefits](http://www.dartford.gov.uk/benefits)

Refuse Collection [www.dartford.gov.uk/refuse](http://www.dartford.gov.uk/refuse)

Noise [www.dartford.gov.uk/pollution](http://www.dartford.gov.uk/pollution)

Planning [www.dartford.gov.uk/planning](http://www.dartford.gov.uk/planning)

Building Regulations [www.dartford.gov.uk/buildingcontrol](http://www.dartford.gov.uk/buildingcontrol)

Drainage [www.dartford.gov.uk/drainage](http://www.dartford.gov.uk/drainage)

Citizens Advice Bureau  
Trinity Resource Centre  
High Street  
Dartford  
Kent DA1 1DE  
01322 224686  
Website: [www.dartfordcab.org.uk](http://www.dartfordcab.org.uk)

Department for Work & Pensions – Dartford  
Dartford Social Security Office  
Crown Buildings  
Home Gardens  
Dartford  
Kent DA1 1UQ  
01322 488800  
Website: [www.dwp.gov.uk](http://www.dwp.gov.uk)

National Debtline  
The Arch  
48-52 Floodgate Street  
Birmingham  
B5 5SL  
0808 808 4000  
Email: [advice@nationaldebtline.co.uk](mailto:advice@nationaldebtline.co.uk)  
Website: [www.nationaldebtline.co.uk](http://www.nationaldebtline.co.uk)

Refuge  
0808 200 0247  
Email: [info@refuge.org.uk](mailto:info@refuge.org.uk)  
Website: [www.refuge.org.uk](http://www.refuge.org.uk)

Samaritans, Bexley & Dartford  
35 Glynde Road  
Bexleyheath  
Kent  
DA7 4HB  
020 8301 1010  
Website: [www.samaritans.org.uk](http://www.samaritans.org.uk)

Department of Communities and Local Government  
Leasehold Reform Team  
Zone 2/H10, Eland House  
Bressenden Place  
London SW1E 5DU  
020 7944 4287  
Email: [leasehold.reform@odpm.gov.uk](mailto:leasehold.reform@odpm.gov.uk)  
Website: [www.odpm.gov.uk/housing](http://www.odpm.gov.uk/housing)

**The Leasehold Advisory Service (LEASE)**

70-74 City Road

London EC1Y 2BJ

020 7490 9580

0845 345 1993

Email: [info@lease-advice.org](mailto:info@lease-advice.org)Website: [www.lease-advice.org](http://www.lease-advice.org)**Leasehold Valuation Tribunal**

10 Alfred Place

London WC1E 7LR

020 7446 7700

**M.I.N.K (Mediation in North Kent)**

6 The Parade

Swanscombe

Kent DA10 0AJ

01322 383311

email: [mediationinnorthkent@hotmail.com](mailto:mediationinnorthkent@hotmail.com)

## Feedback Sheet

This is the Council's first leaseholder Handbook. We would like to know what you think about the information it provides.

### Layout

Excellent

Satisfactory

Poor

### Content

Excellent

Satisfactory

Poor

### Information

Excellent

Satisfactory

Poor

Is there anything else you would like to see in the next edition?

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Do you have any general comments about the handbook?

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