



Leaseholder Handbook

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Welcome to the Leaseholder handbook

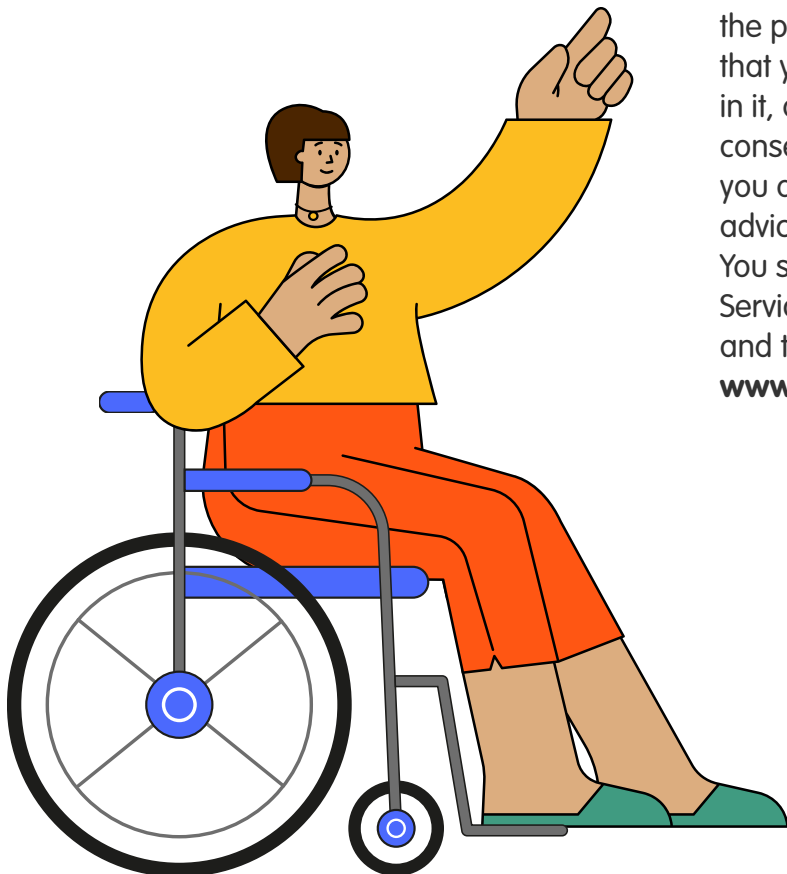
This is a guide to your rights and responsibilities as a leaseholder. The guide also includes useful information on how to make the most of your new home.

You can find out more about being a leaseholder by visiting www.salixhomes.co.uk/leaseholders.

At Salix Homes we manage leaseholder services in Central Salford, Beechfarm and Rainsough Brow for a number of types of leaseholders. If you have purchased your home as part of the Right to Buy scheme, Rent to Acquire or Shared Ownership or purchased a former Right to Buy, Rent to Acquire or Shared Ownership property on the open market we may be able to help and advise you on a range of issues.

What is a lease?

A lease is a contract between you as the leaseholder and your landlord. It gives ownership of a property for the term of the lease, which is usually a period of between 99 and 125 years. The lease sets out in writing the contractual obligations of both parties involved. In your lease, Salix Homes is referred to as the 'lessor' and you are referred to as the 'lessee'. The lessee pays Salix Homes to use the property for a set period of time. It is important that you understand your lease and the obligations in it, as breaking them could have serious consequences. If there is anything in your lease you are unclear about, you can contact us or get advice from a solicitor or the Citizens Advice Bureau. You should also consider using the Lease Advisory Service which is a free government organisation and they have a very helpful website here: www.lease-advice.org



Your rights and responsibilities

What are your rights?

You have a number of important rights under the terms of your lease.

These are some of them:

- You have the right to 'quiet enjoyment' of your home.
- You also have the right to expect your landlord to maintain and repair the exterior of the building, and to maintain and clean the common areas including the staircase and the lobby. This work will carry a charge known as a service charge. You can find out about service charges on your property by contacting Salix Homes or looking on your latest statement.
- You have the right to request summaries of service charge accounts and details of the building's insurance cover.
- You have the right to challenge the reasonableness of these charges and to be consulted on issues relating to service charges, improvement work on your property and annual maintenance contracts.

What are your responsibilities?

You have a number of obligations under the terms of the lease.

These are some of them:

- You are responsible for maintaining the interior of your property and keeping it in good order.
- You have an obligation to pay the service charges which contribute to the costs of maintenance and cleaning of the exterior of the building, as well as buildings insurance and management costs.
- You have a responsibility to behave in a considerate manner towards your neighbours.
- Depending on when you bought the lease, you might have to pay ground rent, which is collected along with the service charge.
- You must allow authorised access to your property by staff from Salix Homes. This is to allow your home to be inspected for repairs. You'll be given reasonable notice about this, unless it is deemed as an emergency.
- Making changes to your home also comes under the terms of your lease. You should not make any internal structural alterations or additions to your home without the consent of Salix Homes. Examples would include installation of central heating, removing or building walls and replacing windows. If you are in any doubt about needing consent please call our contact centre on **0800 218 2000**.
- You are responsible for getting your own contents insurance. You can do this through us at www.salixhomes.co.uk/manage-my-home/home-contents-insurance/



Repairs and maintenance

As a leaseholder you are responsible for the repairs inside your property. Salix Homes is responsible for maintaining the structure of your building and any common areas which you as a leaseholder will need to contribute to. The list below is just a guide and not a comprehensive list and you are always recommended to consult your own individual lease agreement for the full repair responsibilities.

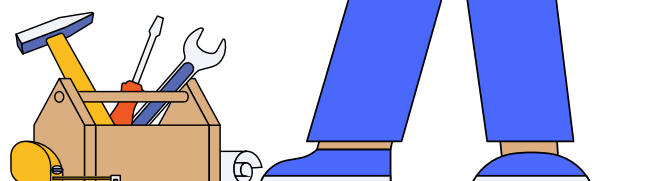
Repairs and maintenance for you:

1. Internal decoration
2. Plumbing pipe work inside the property (excluding common pipes and drains)
3. Kitchen fittings
4. Bathroom fittings
5. Electric circuits, meters and fittings
6. Individual boiler, radiators and heating controls
7. All glazing to doors and windows (but not the window frames)
8. TV aerial point and fittings
9. Door and window furniture
10. Internal fixtures and fittings
11. Front and back doors
12. Plaster to internal ceilings and walls
13. Floor coverings and floor boards

Repairs and maintenance for us:

1. Gutters and fascias
2. The roof covering and structure
3. Chimneys
4. Rainwater pipes
5. Communal doors
6. Paths
7. Foundations
8. Exterior walls
9. Damp courses
10. Drains
11. Boundary walls
12. External paintwork
13. Window frames
14. Door entry systems (if they exist)
15. Common areas including garden areas
16. Balconies

If you require a repair that is our responsibility, please contact us on **0800 218 2000** or visit our website www.salixhomes.co.uk



Emergency repairs

To ensure that the most urgent repairs are completed in the shortest time, Salix Homes has a system for prioritising different types of repair work depending on the severity of the repair. Emergency repairs are those that pose a danger to you or others, or where your home may be damaged if action isn't taken straight away.

You can report an emergency repair 24 hours a day on our freephone number or through your MySalix account. If you have an emergency repair that is our responsibility just call **0800 218 2000**. We'll only be able to attend if it is a genuine emergency.

You should also consider that some emergency repairs may be covered under the terms of your leasehold buildings insurance policy. Please contact Salix Homes if you need any more information about insurance.

Major work to your home

Whilst Salix Homes are responsible for the upkeep, maintenance, repair and improvement of your building and estate, as a leaseholder you are responsible for paying your share of these costs through your service charge.

As well as regular maintenance to all our estates, every building will require major work during its life. This work will incur additional costs to you, and can include:

- Programmed repair work, e.g. re-roofing work and external decoration, often carried out on a cyclical basis.
- Programmed replacement works, e.g. installing entry phones and fitting UPVC windows, to bring your estate up to modern day standards.
- Cyclical repair works: Cyclical repairs are regular maintenance jobs done from time to time, such as decorating or replacing fences.

Consultation

We are committed to consult with all our customers, including leaseholders, at all stages of a major work

ASK FOR ID

If you're unsure whether someone requesting access to your home is from Salix Homes, please call us on **0800 218 2000** to confirm.



project. The type of consultation will depend on the work we are planning to do. Generally you should know that any work which is going to cost more than £250 per home within the development, will be consulted in line with what are known as Section 20 consultation.

Where a residents association is recognised for the purpose of service charges under the Landlord and Tenant Act 1985, they have the right to be consulted about the specification for the works, and in some circumstances to be asked for the names of any contractors they would like to be put on the tender list for the work.

We will try to include any suggested contractors as long as they meet all the conditions we set for contractors.

If urgent work cannot be delayed – such as a leaking roof or burst pipe – it will be done without consultation, and you may still be charged.

Paying for work

We have the responsibility under the lease to repair and maintain your building. Therefore, you cannot refuse essential work, and you will be required to contribute an apportioned amount to the cost as this is part of your lease agreement. This is typically calculated by dividing the total cost of the work by the number of properties in the building or development.

Alterations and improvements

Under the terms of your lease you can only carry out structural alterations or improvements to your home if you get written permission from us. You

do not need permission to carry out cosmetic improvements or like-for-like replacement of kitchen and bathroom fittings. You must get permission if you plan to rearrange the kitchen or bathroom, change the location of waste pipes or utility connections entering your flat, or alter any loadbearing walls.

If you are in any doubt about whether or not permission is needed, you should contact our Customer Services Team for advice on **0800 218 2000**, otherwise you may have to restore your property to the way it was before you began the work.

If permission is required, you must write to us detailing the internal alterations or improvements you wish to carry out. You must not start work before we give you permission. We will look carefully at your request and may need to come and visit you to discuss your proposals. If this is needed, we will make an appointment with you. You may be charged for this service and for the administrative costs involved in considering your request.

We will only refuse permission in certain cases, such as for safety reasons or when you want to change something that we are responsible for, like window frames, loft spaces, or external walls.

If we grant permission, you must ensure you have all other necessary approvals, such as building regulations and planning permission. You should also remember that you will be responsible for any maintenance or servicing of anything you do to your home.

Under the lease agreement, you typically don't have the right to renew windows. However, you may be able to get permission from Salix Homes to do so. It may also be necessary for you to agree to a variation of the terms of your lease agreement which would make you responsible for the windows in the future. You should contact Salix Homes to ensure you have made the correct request to replace the windows. You need to make the request in writing, and you should only begin the work after you've received written permission. Salix Homes

GAS LEAK?
If you smell gas,
call free on
0800 111 999



Do: Check your meter and all gas appliances are turned off and open windows and doors.

Don't: Smoke, use naked flames or use electrical switches.

will need to inspect the windows and you must be prepared to submit relevant proof that the new windows comply with current regulations such as the Fenestration Self-Assessment (FENSA) scheme and building regulations.

You are permitted to replace the front and/or back doors as the lease makes you responsible for their repair and maintenance. However, you must still inform Salix Homes if you are replacing the front door. This is especially important for properties with shared entrances, as the door must comply with building and fire regulations. If you're unsure, please contact Salix Homes for advice and assistance.

Helping you stay gas safe

Every year, around 30 people in the UK die from breathing in carbon monoxide fumes from faulty gas appliances, and many more end up in hospital. In order to keep you and your home safe, it is recommended you service gas appliances annually and may want to consider a service contract with a reputable provider.

If you sublet your property

When you are granted permission to sublet your Leasehold property, it is a legal requirement for you to ensure the safety of your tenants by servicing the gas appliances in the property on an annual basis. You must also obtain an electrical safety certificate for the electrics in your property and you must provide copies of the certificates to the tenant.

Service charges

What is a service charge?

As a leaseholder, you have to pay a service charge. This is to pay for important work that Salix Homes have to carry out on your behalf.

What does my service charge cover?

Your service charge covers:

- 1. Repairs** to the outside of your building.
- 2. Services** including cleaning and caretaking.
- 3. Ground maintenance service** – including garden maintenance.
- 4. Building insurance** – the bricks and mortar of your building have to be insured against loss or damage and the full cost of reconstruction.
- 5. Management** – the costs of the management of your building by Salix Homes. This includes:
 - a) The administration costs of sending out service charge invoices.
 - b) The administration costs of repairs to the building.
 - c) The technical support to ensure work takes place.

There are lots of ways to pay your service charge. These are listed on the back of your invoice and include:

- 1. By Direct Debit** – Make your payment monthly or 4 quarterly Direct Debits on a day that suits you. To arrange this, call us on **0800 218 2000**.
- 2. By post** – Make your cheque or postal order payable to 'Salix Homes' and send it directly to Salix Homes. Make sure you write your name, address and invoice number clearly on the back.
- 3. By phone** – Simply call us on **0800 218 2000** and make your payment by credit or debit card. Make sure you have your invoice number handy when you call.

- 4. Online** – Pay online at **www.mysalix.co.uk**.

The payments are fully secure for your protection.

How will I find out about service charges?

At the beginning of each financial year Salix Homes will send you a breakdown of the current year's charge. This will be followed by an invoice based on the costs of each element of the charge including repairs, management and administration costs.

What if I don't think the service charges are reasonable?

Any administration costs within your service charge must be 'reasonable'. If you want to challenge the cost of the service, contact our Customer Services Team on **0800 218 2000** or email **leaseholders@salixhomes.co.uk**

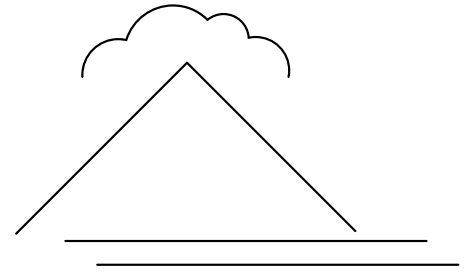
If you remain dissatisfied you have the right to challenge these costs at the First-tier Tribunal (Property Chamber Tribunal). They are an independent body that assesses whether the service charge is payable under the lease and whether these costs are reasonable.

You will however have to pay a charge to the Tribunal to hear your case. Please go online to locate your nearest Property Chamber online.

What happens if I don't pay my service charge?

It's important to keep up to date with your service charge payments. If you fall into arrears with your service charge, you'll be in breach of your lease agreement. This could result in you losing your home or having a County Court Judgement (CCJ) against you. For non-payment please contact our Income Management Team on **0800 218 2000**.

Selling your home and subletting



Selling your home

If you bought your home after 18 January 2005 and want to sell within the first 10 years, you must give Salix Homes the first option to buy it back. Regardless of when you bought your home you must also tell Salix Homes if you sell your property. You may have to pay back some, or all, of the discount awarded to you under Right To Buy legislation if you sell within the first 3 or 5 years (depending on when you bought your home). If you are selling your home on the open market, the buyer's solicitor must send us a notification of transfer after you have sold it. You also need to pay the relevant fee in line with the terms of the lease agreement. Until we receive the notification, you will continue to receive demands for service charges.

Subletting your home

If you sublet your property you will need to make sure your Tenants needs and requirements are met and your tenant keeps to all the responsibilities and requirements which are in your Lease. We require a one-off subletting fee of £100, along with a copy of the tenancy agreement each time the property is let. Your property can only be let on a minimum of two months, and short term stays or holiday lets are not acceptable. You will still be responsible for paying your service charge and you will need to let Salix Homes know your new address so the service charge invoices can be sent to you. Salix Homes only deal directly with their leaseholders and not third parties. For more information on selling or subletting your home, please contact our Customer Services Team on **0800 218 2000** or email leaseholders@salixhomes.co.uk



Insurance

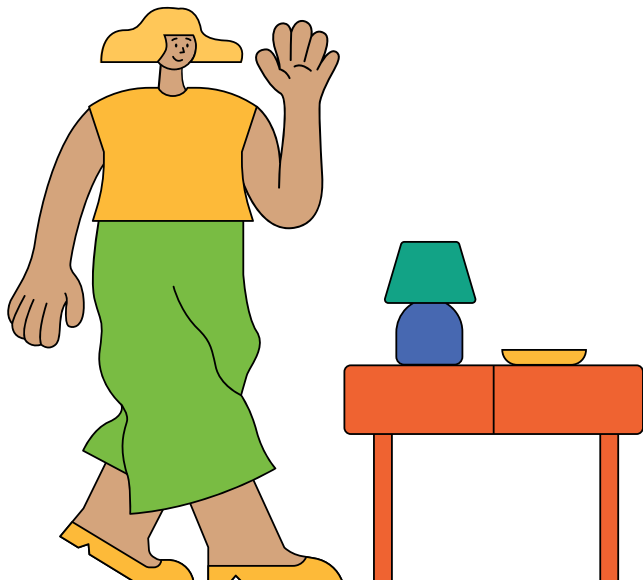
Buildings insurance

Salix Homes and the council are responsible for insuring the bricks and mortar of your building against loss or damage. This cost is included in your annual service charge. The insurance policy covers the cost of clearing the site and the full reconstruction of the building. You can request a written summary or copy of this policy by calling us on **0800 218 2000**.

Escape of water

Floods and uncontrolled release of water can cause a lot of long term damage to your home. The damage can be more severe in apartment blocks because escaping water may affect multiple properties. It can damage your possessions and end up costing you a lot of money to repair and replace items.

1. Remember to keep your heating regulated during very cold spells.
2. If heating fails, it could be down to freezing pipes. Arrange the repairs for this as soon as possible to prevent further damage and turn off the water and the heating system.



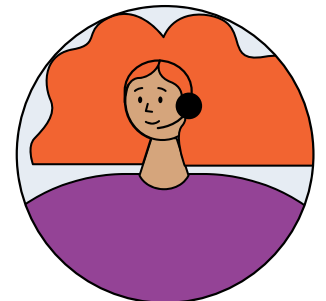
3. Ensure you know where your main cold water stop tap is. If a pipe bursts, this will save time and lessen any flood damage.
4. Inspect and maintain sealants around baths and showers.
5. Repair any dripping taps or overflows. Report any noticed escape of water immediately as this can have a damaging effect on other properties.
6. Make sure you provide Salix Homes with your emergency contact details so we can get in touch with you if a leak is coming from your property when you are out or away. If you go on holiday it is always useful to have someone else who can provide access to your home in an emergency.

Contents insurance

You are responsible for insuring the contents of your home. We strongly urge you to take out insurance cover to protect your belongings in the event of loss, damage or theft. Your annual service charge does not include any contents insurance cover protection.

If you insured your contents with us before buying your home, you may be able to continue to do this, providing there is no break in the time of cover.

If you are a new leaseholder or want to get insurance cover, you can also arrange your contents insurance through us. Contact our Income Management Team on **0800 218 2000** for more details. There are other contents insurance cover schemes available on the open market which you are free to explore should you wish to.



Keeping you involved and informed

Customers are at the heart of everything we do and as leaseholders you are no different. We are committed to making sure you are involved in all decision making to help us improve the services we provide. There are lots of ways you can get involved, from our customer panels, customer inspectors or being a member of the Customer Senate. You can even become a member of the Leaseholder Forum. For more information visit our website www.salixhomes.co.uk

We also have a duty to consult with you on a number of important issues. For example, we have to consult with you before we start any major repairs, maintenance or improvements for which you contribute more than £250. We will also consult with you when renewing any long term contracts for services of 12 months or more. In all these cases, we will keep you fully informed and ensure you are given the appropriate timescales within your lease.

Useful contacts

You can get advice about your lease from the following sources:

Customer Services Team

Salix Homes, Diamond House,
2 Peel Cross Road, Salford, M5 4DT

Tel: **0800 218 2000**

email: leaseholders@salixhomes.co.uk

The team are on hand to give general information and advice on your lease and property.

Leasehold Valuation Tribunals

Piccadilly Plaza, Manchester M1 4AH

Tel: 0161 237 9491

This is where independent arbitration takes place over issues relating to leaseholders and their charges.

The Leasehold Advisory Service

www.lease-advice.org

The Leasehold Advisory Service provides free advice and guidance to leaseholders and landlords on all aspects of leasehold law, including problems with service charges, the right to manage, possession proceedings and right to lease extension and freehold acquisition.

Keeping you involved and informed

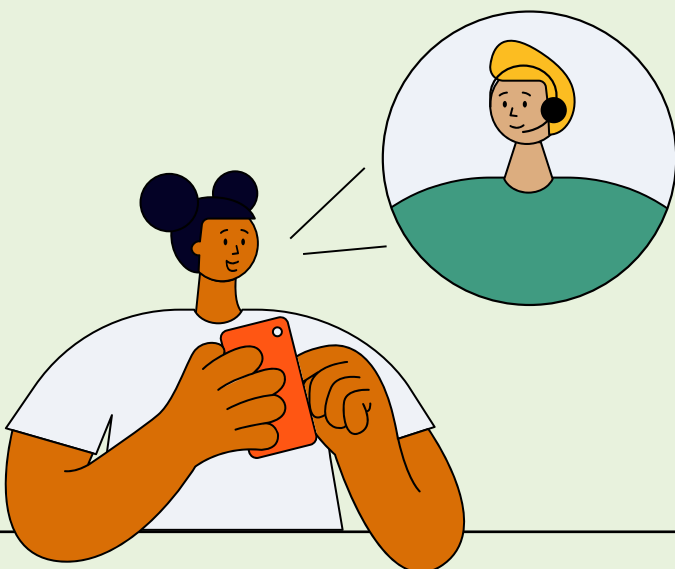
Salix Homes

Freephone 0800 218 2000

You can contact us 24 hours a day, 7 days a week.

Our Head Office

Salix Homes, Diamond House,
2 Peel Cross Road, Salford, M5 4DT



Salix Homes

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Email:

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www.salixhomes.co.uk

MySalix 



Contact us using the MySalix customer portal:
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