



Leasehold handbook

About this handbook


This handbook has been produced by Phoenix, together with our Leaseholders Group and Resident Communications Group. It includes information about your rights and responsibilities as a leaseholder, our rights and responsibilities as your landlord (freeholder) and information about what you can expect from Phoenix.


For more information about any of the details in this handbook (for example current fees), please visit our website or contact our Home Ownership team.


This handbook should be read together with our Leasehold Charter, which was developed with leaseholders in 2015.

Last updated: January 2022


Icons Key

 When you see this symbol, turn to page 26 for helpful contact details.

 When you see this symbol you can go online for more details.

 When you see this symbol, a service or facility may attract an additional cost. Up-to-date charges information is available on our website or by contacting us.

Definitions When you see a word in bold italics, we have included a definition in the margin.

 When you see this symbol, you can sign up or log into our resident portal to contact us.

A note from our Chief Executive and Chair

Welcome to your leasehold handbook. We understand that navigating your lease and legal language can be difficult at times so we've created this handbook to help guide you through the process. To further help you understand your lease our Home Ownership team also run training sessions, and they are always here to support you if you have any queries.

We want to provide the best possible service to all of our leaseholders. As a resident-led housing association, we hope you will get involved at Phoenix and help us live up to that ambition. We look forward to hearing from you and seeing you at some of our many events.



Denise Fowler
Chief Executive



Carmen Simpson
Phoenix Chair

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1.0 About us

Our vision:

"Together, we are building a better future for our Phoenix community."

We are a not-for-profit, resident-led housing association managing more than 6,000 homes. Almost all of these are in the Bellingham, Whitefoot and Downham wards of south Lewisham, London.

Our properties were transferred from Lewisham Council in a large-scale voluntary transfer in December 2007 following a positive ballot of all tenants.

1.1 Getting involved

We're proud to be a resident-led housing association and we want to involve you in all that we do.

We are the first housing association in London to use the Community Gateway approach, which empowers leaseholders and tenants to take part in decision-making and become shareholding members. Leaseholders and tenants elected by residents are the largest group on our Board.

Every Phoenix resident can have a say. You can influence the way we work and the services you receive, whether that's by becoming a shareholder and voting at our Annual General Meeting (AGM), standing for election as a leaseholder Board Member or by joining one of our resident groups.

For our latest involvement opportunities please visit our website. 

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Together we are working to build a better future for our Phoenix community.



1.2 Gold Club


Join our Gold Club to start taking advantage of a range of Phoenix Rewards. Our free Gold Club is a way for us to say thank you and reward leaseholders and tenants who make payments on time, or have an agreement in place for paying them off. The club is open to all Phoenix leaseholders and tenants aged 16 or over.

- We will give you £5 worth of points just for joining.
- You will receive extra points for everything from keeping to appointments to making payments by direct debit or standing order. You can exchange your points for vouchers.
- You will be entitled to 20% off your home contents insurance through our scheme with Aviva.

- You will receive an invitation to an annual event exclusively for Gold Club members.
- You will become a shareholding member with the right to stand for election to the Board, vote for residents who stand for elections, and vote at our AGM. (If you wish, you can become a shareholding member only and opt out of Gold Club membership.)

As a Gold Club member you will be automatically entered into prize draws for:

- a £500 prize every three months
- free room or garden makeover each year
- free lunches at The Green Man.

Joining the Gold Club is simple. If you would like to join please visit our website or contact us for an application form. 



2.0 The Lease

Definitions

Freeholder owns the building and the land. Phoenix is your freeholder.

Leaseholder pays the freeholder in order to be able to use the land and building.

First-tier Tribunal (Property Chamber) is part of Her Majesty's Courts and Tribunals Service and handles disputes about property and land.

2.1 Lease agreement

The lease is a legal agreement between the landlord (**freeholder**) and the **leaseholder**. It gives the leaseholder rights over the property for a fixed term of years. Typically our leases are set for an initial fixed term of 125 years.

2.2 Rights and responsibilities within the lease

Your rights under the lease include:

- living in the property without any disturbance from us, so long as you meet your responsibilities as given in the lease
- using any lift in the building
- using any gardens and recreation areas on the estate
- getting **structural support** for your property from the building. See figure 1 below.

In addition to the rights listed above, you also have rights granted to you by law. These include the right to:

- view a summary of the service charge costs
- inspect the service charge accounts and receipts
- challenge your service charge at the **First-tier Tribunal** (Property Chamber)
- receive the summary of your buildings insurance policy
- be consulted about certain matters, such as major repair works
- take over management of your building or estate.

Your responsibilities under the lease include:

- paying annual ground rent of £10 in advance
- paying your service charges within 21 days of demand
- allowing us access to inspect or repair the building
- keeping your property in good condition
- not making structural changes to the property without our written consent
- painting the inside of your property every six years.

Our rights under the lease include:

- collecting your service charges
- running **services** through your property
- getting **structural support** for the building from your property. See figure 1 below.
- accessing your property, giving reasonable notice, to carry out our responsibilities under the lease.

Figure 1: Structural support



Both parties have the right for the building to structurally support the property. For example you won't be able to remove a structurally integral wall.

Definitions

Services

when we talk about services we mean utilities that include gas, electrical, water or waste services.

Covenant(s)

a binding agreement (your contract) in writing.

Our responsibilities under the lease include:

- insuring the reserved property (the structure and communal parts of the building and grounds that your property is situated within) to the full value
- repairing the structure of your building
- repairing and maintaining all equipment providing services to your building
- to manage the estate and building in a proper manner
- ensuring conditions in the contract (mutual **covenants**) are being observed
- decorating the exterior of the property every 5 to 10 years.

2.3 Obtaining a copy of the lease

When you buy a leasehold property, either through the Right to Buy or from a private seller, you will receive a copy of the lease. You can obtain a replacement copy of your lease by contacting us. There is an administration fee for supplying this. You can also obtain a copy of the lease and title plan from the Land Registry. Turn to the back of this handbook for contact details. ☎

2.4 Subletting

Under the terms of your lease you are allowed to rent out the whole of your property. This is known as subletting.

You do not need our permission to sublet your property but you must tell us in writing and provide a correspondence address in England or Wales so that we can send you notices and/or service of demands. We will also need a telephone number and/or email address so that we can reach you in case of emergencies, such as leaks.

We suggest that you draw up a tenancy agreement with anyone renting your property, and that this contains similar terms to your lease, as you are responsible for the behaviour of your tenants. Any tenant must also follow the terms of your lease. Please forward a copy of the tenancy agreement to Phoenix for our information.

An annual gas safety inspection must be carried out on the gas appliances, flues and pipe work in your home. We recommend that these inspections are carried out by engineers registered on the Gas Safe Register™. You are required by law to supply a copy of the gas safety certificate to your tenants within 28 days of the inspection if you are subletting your home. Please provide a copy of your annual gas safety certificate to Phoenix.

2.5 Enfranchisement

Some leaseholders have the right to collectively purchase the freehold of the building which contains their property. This is known as collective enfranchisement. For more information and free, independent advice please contact the Leasehold Advisory Service. ☎

2.6 Extending the lease

Many leaseholders have the right to extend their lease for an additional 90 years. If you would like more information about this please contact the Leasehold Advisory Service for free, independent advice. ☎

3.0 Service charges

As a leaseholder you have a responsibility to contribute towards the costs for providing services and maintenance to your building.

The proportion of the cost you pay is determined in your lease and is known as a service charge. By law, service charges should be reasonable. We follow regulations and do our best to ensure we deliver the best possible value for money for leaseholders in respect of any works we undertake or services we offer.

Your lease states that you pay variable service charges. This means that the amount you are charged is based on the actual costs that we incur (rather than a fixed, set cost) and the amount you contribute can be adjusted at the end of the year to reflect this.

A breakdown of elements included in the service charges is provided with your invoices and can be found in the service charges section on our website.

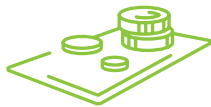
Please note we can only recover service charges when they are included within the lease.

3.1 Difficulty paying

If you are having difficulty paying your service charge please speak to us immediately. We are here to support you and may be able to arrange a repayment agreement for you, or refer you to another organisation that may be able to help you effectively manage any debts.

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We are here to support you and may be able to arrange a repayment agreement for you.



3.2 Querying a charge

If you have any queries, questions or disagree with any element of your service charge, please tell us in writing, setting out the part which you wish to query or dispute and the reason. We will then be able to investigate your concerns and inform you of our findings.

While we carry out our investigation, you still need to pay for all of the other elements of your service charge. If you do not pay these we may have to take action to recover the charges from you.

3.3 Refusal to pay

If you unreasonably withhold payment for service charges you will be breaching your lease. You should pay your service charges or set up a repayment agreement within 21 days of the invoice date.

If you do not let us know why you aren't paying, we will have to take action to recover the debt. This may include contacting your mortgage lender or taking legal action and you will be charged an arrears administration fee.

3.4 First-tier Tribunal (Property Chamber)

If you are unhappy with your service charges after our investigation and wish to challenge them further, you can apply to the First-tier Tribunal (Property Chamber). Some of the matters the tribunal will consider include:

- reasonableness of costs
- reasonableness of services
- whether the charges are recoverable and from whom
- changes to your lease.

You may have to pay a fee to have your application dealt with. You can find more information on the First-tier Tribunal website.

3.5 Invoices

Each year you will receive an estimated invoice (in March) for the financial year ahead and a final account adjustment (in September) for the last financial year.


You must make full payment or agree a payment plan when you receive the estimated invoice in March. See below.



Figure 2: Service charge year



4.0 Health and safety in your home

Your safety is our priority. We want you to enjoy your home and be aware of the potential risks and dangers concerning safety. If you have any questions or would like further advice, please visit our website or contact us. 

4.1 Resident Safety

Following the tragic fire at Grenfell Tower in 2017, we are undertaking a major review of the safety of our buildings to ensure we're in line with the new regulations.

4.2 Gas safety

Gas is highly explosive and can be extremely dangerous if it is set alight in an uncontrolled situation.

4.2.1 If you think you smell gas

If you think that you can smell gas within your home, it is important to follow the steps below immediately:

- open all doors and windows
- put out any flames and do not smoke
- turn off the gas supply at the meter
- do not touch any electrical appliances or switches
- leave the property
- call 0800 111 999 – the national gas emergency number.



Gas safety checks and servicing protect you, your family and your neighbours. You need to make sure all gas appliances are serviced regularly and an annual gas safety check is carried out. If you're in the gold club and you send us a copy of your safety check certificate you'll earn more points.



Always investigate any concerns that you have relating to gas appliances, gas flues or gas pipe work with a gas safe registered engineer.



Do not allow unqualified people to work on your gas appliances. For your safety all of our engineers are Gas Safe registered.



4.2.2 Carbon monoxide

Carbon monoxide (CO) is a colourless, odourless and tasteless gas. It can have serious health implications, be toxic to animals and can lead to death if left undetected.

There are no obvious signs of carbon monoxide. You can't see it, taste it or smell it. The early symptoms of carbon monoxide poisoning include tiredness, drowsiness, headaches and nausea.

We install carbon monoxide alarms in all of our tenanted properties that contain fuel burning appliances. We recommend that you test the alarms regularly. Please contact us if you do not have a carbon monoxide alarm or if it is not working correctly.

You are at risk of carbon monoxide poisoning if:

- you do not give us access to test your appliances as part of your annual gas safety check
- your appliances have been poorly installed
- your appliances are not working correctly
- there is not enough fresh air in the room
- your chimney, flues or vents have been blocked or covered
- you allow unqualified people to install or maintain your gas appliances.

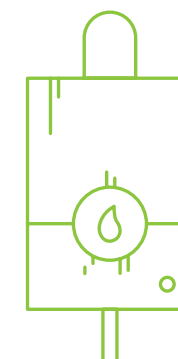
Action you can take:

- Always let us in to carry out your annual gas safety check.
- Never use a gas appliance if you think it's not working properly. Signs to look out for include yellow or orange flames, soot or stains around the appliance and pilot lights which frequently blow out.
- Never cover an appliance or block the convection air vents.
- Never block or obstruct any fixed ventilation grills or air bricks.
- Never block or cover outside flues.

Carbon monoxide exposure

If you suspect that you have been exposed to carbon monoxide, or are experiencing some of these symptoms you should:

- stop using any fuel burning appliances immediately
- ventilate the property by opening the windows and doors
- call 0800 111 999 to report the suspected carbon monoxide leak
- allow access to the emergency engineer.



4.3 Fire safety

Most fires in the home start accidentally and the effects can be devastating.

It is important that you know how to keep your family and your property safe. We recommend that you agree a safe meeting point in the event of a fire and plan an escape route.

Please make sure that everyone in your home can find the keys for doors or windows by keeping them in an accessible place at all times.

If you live in a block of flats and you or someone in your household can not leave the property in the event of a fire; or would find this difficult; let us know. We can make sure the fire brigade know and arrange to do a **personal emergency evacuation plan** with you.



4.3.1 Fire doors

Fire doors are an essential piece of life saving equipment designed to keep you, your family and neighbours safe.

All front flat doors need to meet a specific standard to contain smoke and flame for 30 minutes. These doors are called FD30S fire doors. You may be required to ensure your flat front door is compliant and will be responsible for any remedial works if it's non-compliant.

4.3.2 Key fire safety advice

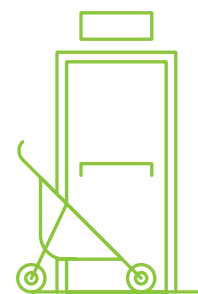
- Make sure you know where the fire escape routes are from your home and building.
- If you see an object blocking any of the fire escapes, please move it if it is safe to do so, or report it to us.
- Please do not leave fire doors wedged open.
- Please make sure all internal fire doors remain closed to limit the spread of a fire.
- Please do not store items in communal (shared) areas such as corridors and balconies.



It is important that you do not store items in any shared areas to ensure that the exits are kept clear.

Always know where your nearest fire escape route is.

To minimise risks to our residents, we regularly carry out Fire Risk Assessments at our blocks of flats. Weekly fire safety checks ensure that we identify dangers and manage any potential fire risks.



Install a smoke alarm within your property and test it regularly.



Our fire, electrical and water safety checks and servicing protect you, your family and your neighbours.



- Install a smoke alarm within your property and test it regularly. It could save your life.
- Make it a habit to keep the exits from your home clear, so that people can escape if there is a fire.

If the fire is in your home:

- raise the alarm
- tell everyone in your home and get them to leave the building, closing your front door behind you
- move to a safe distance away from the building
- call the Fire Brigade by dialling 999 or 112 asking for FIRE
- remain a safe distance away from the building and await the Fire Brigade.

If you see or hear of a fire in another part of the building:

- raise the alarm
- stay in your home as this will usually be the safest option unless you are directly affected by the fire. Close all windows and be prepared to leave

- phone the Fire Brigade by dialling 999 or 112 and asking for FIRE
- you must leave the building immediately if smoke or fire directly affects your home or you are directed to do so by the Fire Brigade. Close your front door behind you
- move to a safe distance away from the building, remain there and await the Fire Brigade
- do not try to re-enter the building.

Remember

- Do not take risks.
- Do not stop to collect personal belongings.
- Do not return to the building for any reason unless authorised to do so.
- Do not use lifts.
- To reduce the risk of a fire spreading, please dispose of your rubbish in the correct bin areas.
- Don't store flammable liquids or gas in pram sheds/storage cupboards.

4.5 Electrical safety

Almost half of all domestic fires are caused by electricity.

As a leaseholder it is your responsibility to ensure that the electrical wiring and fittings in your home are safe to use.

We carry out checks to the electrical wiring in communal areas every five years to identify any defects or required repairs.

For your own safety, you should:

- take care of your own electrical appliances and visually check them regularly
- remember to switch off electrical appliances when they are not being used
- take care not to overload electrical sockets with plug adaptors as they can overheat and cause fires
- never touch electrical appliances or switches with wet hands
- never use mains powered electrical appliances in your bathroom.

If you have any questions about electrical safety, please contact us. ☎



4.6 Water safety

Legionella bacteria is a common form of bacteria found in water systems. You can take steps to reduce the risk of bacteria multiplying.

The bacteria can multiply in temperatures between 20-45°C. This type of bacteria can cause Legionnaires' disease which is a serious lung infection, caused by inhaling water droplets containing legionella bacteria.

Anyone can develop Legionnaires' disease but vulnerable residents are most at risk, such as those with ill health or respiratory problems.

The symptoms of Legionnaires' disease can be similar to flu and may include a high temperature, mild headaches, muscle pain, chills, tiredness and changes to your mental state.

To reduce and manage the risk of exposure to Legionella, we complete water safety risk assessments for all communal stored water tanks. We also service and maintain our water systems regularly to ensure they are safe for you to use.

We recommend that you:

- regularly clean and disinfect showerheads
- call a boiler repair service if your hot water is not working properly
- run water outlets that are rarely used for a couple of minutes every two weeks
- allow access to your home for a water safety risk assessment.

Please contact us if you would like more information. ☎

4.7 Asbestos safety



Our Asbestos safety checks and servicing protect you, your family and your neighbours.



We will reinspect shared communal areas every two years.

Asbestos was widely used in construction in the 20th century. It is possible that some materials containing asbestos were used if your home was built or adapted before 2000.

Asbestos fibres are only a danger to your health if you breathe or swallow them. Asbestos is not a risk to you unless it is damaged or located somewhere it can be easily damaged.

We regularly carry out asbestos surveys of all of our blocks and maintain a register to safely manage the risk of asbestos.

Even if there is asbestos in your home, it is unlikely to be a problem unless it is disturbed or damaged.

For your safety you must:

- take precautions to avoid damaging anything that contains asbestos
- not carry out DIY on an area where you think asbestos is present
- soak wallpaper before stripping it and use a steam stripper if possible.

If you think that you find asbestos:

- don't panic - it is safe unless disturbed or damaged
- do not try to remove it - this must be done by a specialist
- do not carry out any DIY on anything that you know or suspect to contain asbestos.

If you would like further information, please contact us. ☎

4.8 Callers to your home

Our staff and contractors will always carry photo identification when they visit you at home. If you have any doubts about callers to your home, do not give them access and call us to verify their identity. ☎



5.0 Repairs

As the landlord, we are responsible for communal repairs and maintenance to the building or estate. We are not responsible for completing repairs in your property.

5.1 Repairs responsibilities

You are responsible for:




- all internal parts of your home including all services that are only used by you
- fixtures and fittings within your home, excluding fixtures or fittings which belong to the landlord (eg an entry phone handset)
- pipes and drains within your home or that serve it (eg individual water tank, bath waste pipe)
- external doors (excluding balcony doors)
- all glazing, locks and fittings for doors and windows (including balcony doors)
- internal decorations
- ceilings and floors (excluding joists and beams)
- non-structural walls and non-party walls within your home (a party wall is a wall shared by two or more properties)
- all plaster or other finishes to walls, ceilings or floors
- electrical wiring within your home
- gas servicing.

Our responsibilities include:

- the main structure of the building and communal areas including walls, foundations, window frames, balcony doors (excluding glazing, locks and fittings), communal doors and the roof
- all electrical, plumbing and drainage services that are common to the whole building (eg lifts and shared water tanks)
- structural elements of floors and ceilings (eg joists and beams)
- external decorations
- internal decorations to communal areas
- gutters, downpipes, soffits and fascias.

While we are responsible for completing these works, it is a requirement of your lease that you contribute to the cost of these communal works. We will recharge you for your share of any costs through the service charge.

5.2 Reporting repairs

If you need to report a communal repair or a repair that is our responsibility, please contact us, specifying the nature of the repair and the location.   

We are committed to providing you with a quality repair service and will aim to complete repairs in one visit, at a time that is convenient for you.



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As the landlord we are responsible for communal repairs and maintenance to the building or estate.



5.3 Emergencies

In the event of an emergency outside of normal working hours please report the repair by calling 0800 0285 700. We operate an out of hours emergency telephone service on weekends, bank holidays and between 5pm and 8am weekdays.

5.4 Repairs carried out on your behalf

We do not usually carry out repairs that are your responsibility. However, in certain situations such as a serious leak that is causing damage to other properties, or where the health and safety of other residents in the building is at risk, we will undertake the repair if you are unable to do so immediately.

In this instance, we may gain access to your home to carry out emergency works on your behalf. We will recharge you for the costs of doing so and for the cost of any repair works. If appropriate, we will also take legal action for breach of covenant.

5.5 Gaining access

Sometimes we will need to arrange access to your property to carry out a communal repair that may or may not be affecting you directly. For example, if a leak is affecting the property beneath you and the communal water pipes run beneath the floor in your home.

If this is necessary we will arrange an appointment with you, giving as much notice as possible. We will always aim to ensure that any disruption to you is minimal.

It is a requirement of your lease that you provide reasonable access to Phoenix and our operatives so that we can carry out maintenance to the building. If you do not allow us reasonable access, where appropriate we may take legal action for the breach of covenant. This may affect any future sale of the lease.

5.6 Private gardens

If you have a private garden, you are responsible for taking care of it. You are also responsible for boundary fences and hedges. To identify which boundary fences you are responsible for please check your title plan. Your boundary responsibilities are clearly identified with ‘T’ markings.

6.0 Major works

Definitions

Service contracts may include lift maintenance, door repairs and asbestos contracts.

Long term agreements may include major works contracts.

Occasionally we will need to carry out work to improve or repair parts of the building or estate for which we are responsible, such as the communal and structural parts of buildings, communal gardens, parking areas and roads. If the cost of works is estimated to be more than £250 for each property, then we call these major works.

Under the terms of your lease you are required to pay a proportion of the cost of these works as well as any professional fees, such as consultants, surveyors and architects, and planning fees. You will also pay an administration fee.

Major works can take some time to complete, and we will not know the exact cost of the works until they are completed and the accounts have been confirmed and agreed. However, we will provide you with a breakdown of the estimated costs beforehand to enable you to budget in advance. We will keep you updated about any change to the costs as soon as they are known.


6.1 Scaffold and insurance

Sometimes we will erect scaffold around the building as part of major works. Some home contents insurance providers require you to keep them informed if scaffold is put up around the building. We encourage you to update your insurer if scaffold is erected, as failure to do so may invalidate a claim should you need to make one.

6.2 Standard of major works

We aim to ensure that all works undertaken by our contractors are carried out to a high standard. We will inspect all works after completion, and where defects are found we will inform the contractor immediately.

Once the works are completed we can recall the contractor to correct or improve any work that does not meet our satisfaction. This is usually valid for six months after completion and is known as a defects liability period.


For information on who to contact during major works please visit our website. 

6.3 Major works consultation

We are required by law to consult with you over certain items of expenditure, such as:

- cyclical works or repairs that cost more than £250 per property
- **service contracts**, or (qualifying) **long term agreements**, that are valid for more than 12 months and/or cost more than £100 per property within a 12 month period.

We are committed to consulting with all of our leaseholders and your feedback influences the work that is carried out.

If we fail to carry out proper consultation, the amount that we can recover is limited. There are several different schedules of consultation that could be required, depending on the value, contract or duration of works. For further information please contact the Leasehold Advisory Service. 

Definitions

Section 20 notice

a notice to tell you that we intend to carry out work or provide a service that you will have to contribute towards.

Section 20(b) notice

a notice we must send to enable us to recover service charges when we are not able to issue final accounts within 6 months of the financial year end.

6.4 Informal consultation

We value our leaseholders' views and want to deliver the best possible service. We believe in the value of informally consulting with leaseholders and often carry out other forms of consultation, such as:

- out of hours meetings
- service review groups
- focus groups
- online, telephone or postal surveys.

6.5 Emergency works

If major works are required in an emergency, we may not be able to consult with you in the same way as we would for planned works. In some cases consultation could delay the works and compromise safety or seriously damage the building or people's homes.

However, we will always do our best to carry out informal consultation when emergency works are necessary. We may also write to all leaseholders in a block before we carry out any works and ask for their agreement not to consult.



The law allows us to proceed with the works first and go to a First-tier Tribunal (Property Chamber) later to ask them to dispense with the requirement to consult leaseholders for that particular work.

6.6 Section 20(b) Notice

We aim to prepare the final account and notify you within 18 months of making the first payment to the contractor. If we do not meet this timescale, we are legally obliged to serve you with a **Section 20(b) Notice**.

If we do not serve the Section 20(b) Notice we will be unable to recover any costs above the estimated amount shown in the original **Section 20 Notice**.

6.7 Major works service charge payment options

We appreciate that major works charges can sometimes be very high and we offer a range of flexible repayment options to support you. Please visit our website or call us for further information.  

If you are having difficulty paying, please contact us as soon as possible. Please note that major works are part of your service charges as defined in the lease and failure to pay service charges, where there is no dispute, is a breach of covenant.



7.0 Alterations/improvements

Definitions

Deed of Variation

a legal document detailing any changes to the original lease.


You must get our written permission before carrying out some types of alterations or improvements to your home.

You must obtain written permission for any works that will change:

- the construction
- the height elevation
- the architectural appearance
- any of the principal walls or timbers.

You must also obtain written permission before you:

- erect or build any additional or replacement buildings, such as sheds or summer houses
- put up any fences, poles, wires, aerials, for sale/to let boards or any other equipment.

If you have any questions, or would like more information about getting permission for alterations and improvements, please contact us detailing the works that you plan to carry out. 

There is an administration fee for reviewing alteration or improvements applications.

If you plan to carry out any structural alterations to the property, you must also provide two structural drawings which show the property in its current form and the property after the alteration, as well as obtaining the written permission of the local authority's planning department.

Where we give you permission, it may also be necessary to incorporate the alteration into your lease.

A **Deed of Variation** must be drafted by a solicitor and you would be responsible for our legal costs in dealing with this matter as well as your own.

If you do not obtain written permission for works carried out, this may affect any future sales of your property.

7.1 Retrospective consent

If you have already carried out alterations to the property and have not sought our permission, you can do so now by contacting us and requesting retrospective consent.

This is permission that we may give after changes have been made and it may be necessary for us to inspect the works. If we have any concerns, or if we are not satisfied with the works, you may be asked to either repair or restore the property. You would have to cover the cost for this.

7.2 Aerials and satellite dishes

You must obtain written permission from us before installing any aerials or satellite dishes. Please send us your written request including as much detail as possible about the works. Once you have gained our permission it is your responsibility to obtain all other consents needed for the works. This will be a condition of our permission.

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You must obtain written permission from us before installing any aerials or satellite dishes.



8.0 Insurance

Definitions

Reinstatement value

the cost to replace the building like for like.


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...which will entitle you to a 20% discount on contents insurance.




8.1 Buildings insurance

As your landlord, we arrange insurance cover for the building against loss or damage by things such as fire and flood. This is a requirement of the lease. We insure the building for the full **reinstatement value**. Your proportion of the insurance premium is collected through your annual service charge. The insurance policy covers the structure and common parts of the building.

We send out a summary of the buildings insurance cover to all leaseholders every year. Please visit our website for the current buildings insurance summary containing excesses. 

8.2 Home contents insurance

We advise you to arrange home contents insurance as this is not covered by the buildings insurance. We do not arrange cover for the contents of your property or your personal belongings.

Please visit our website for information on home contents insurance via the Gold Club scheme, which will entitle you to a 20% discount on contents insurance. 


8.3 Empty property

If you leave your property empty for 30 days or more, you may not be covered under the buildings insurance policy.

If your property will be empty for 30 days or more, please inform Phoenix, your building insurer and your home contents insurer. If you do not let us know that your property will be empty, this may invalidate any claim. The contact details for the buildings insurer can be found on the summary of cover.

8.4 Making a claim

If you need to make a claim on the buildings insurance policy please contact the insurer directly, quoting the policy number. Both the telephone number and policy number can be found on the summary of cover.

It is important that you make any claim as soon as possible. If you do not have a copy of your summary of cover available to hand, please visit our website or call us. 

9.0 Selling your home

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You must obtain our written permission before displaying a ‘for sale’ or ‘to let’ board...



If you are selling your home, we strongly advise you to appoint a solicitor or licensed conveyancer to make sure that everything is done correctly.

We will only respond to enquiries from the registered leaseholder or people whom you have authorised to act on your behalf, such as your solicitor. We will not respond directly to potential purchasers or their appointed agents.

We are not able to apportion (or split) service charges. Any balance outstanding on your service charge account must be paid by the date of completion.

The new leaseholder is responsible for the accounts from the date of completion onwards, including any existing debt or credit on the account. Any actual account not yet produced, for example a final account adjustment (regardless of whether it is a debit or credit), will be the responsibility of the new leaseholder.

9.1 For sale / To let boards

You must obtain our written permission before displaying a ‘for sale’ or ‘to let’ board on the property or in the grounds. We will not unreasonably withhold our permission but there are restrictions attached such as:

- only one board can be displayed
- permission is given for a fixed period and will be reviewed at the end of the period
- once a purchaser has been found, the board must be removed.


We reserve the right to charge an administration fee for the erection of ‘for sale’ and ‘to let’ boards on our land.

9.2 Pre-sales enquiries

When you are selling your lease, your solicitor will request information from us to help with the sale.

This information will be requested by the person who buys the lease for your property and is known as a pre-assignment, pre-sales or management pack and includes details of:

- the current estimated service charge
- any known major works or other high cost items in the near future that will affect the property
- information about any breach of covenant
- actual service charges for the last three years
- requirements for transferring ownership of the lease
- summary of insurance cover.

There is an administration fee for providing this information. Please visit our website for more information. 

To obtain a pre-sales pack please forward the administration fee with your request to our Home Ownership team. The pack will be forwarded to your solicitor within our published timescales once we receive the administration fee.

Definitions

Deed of Covenant


a document in which the new leaseholder promises to abide by the terms of the lease.

9.3 Deed of covenant

Your buyer must enter into a **Deed of Covenant** when purchasing the lease. We will provide your solicitor with a draft Deed of Covenant. There is an administration fee to register the Deed of Covenant.

9.4 Informing us about completion of sale

Within 21 days of a sale being completed, the new owners are required to serve us with a notice of transfer and/or notice of charge and signed Deed of Covenant.

Failure to do so is a breach of covenant. There is an administration fee for registering the notices. Please visit our website to see our current fees. 

9.5 Repayment of the Right To Buy discount

If you purchased your lease under the Right to Buy scheme and intend to sell it within five years of purchase, you may have to repay some or all of the discount you received.

You may be exempt in the first five years only if:

- the property is transferred to a husband or wife as part of a divorce settlement as ruled by the courts
- you sell as a result of a compulsory purchase order
- the property has been transferred to you under a will. However, if you wish to sell the property that you have inherited you will be required to repay the discount should the sale take place within five years of the original date it was sold under the Right to Buy.

The amount of discount you will be asked to repay is based on the value of the discount that you initially received as a percentage of the value of your home when you bought it.

For example, when Mr Bloggs purchased his lease, it was valued at £200,000. He received a 50% discount so paid £100,000. If within five years of purchase he sold his lease, he would then need to repay up to 50% of the sale price. If he sold his lease for £300,000, he could repay up to £150,000.

If you are considering selling your home please contact us and we will calculate the amount that you will have to repay.

9.6 Right of first refusal

If you applied for the Right to Buy after 18 January 2005 and wish to sell your property within ten years, you are required to give Phoenix the right of first refusal. This means that we have the opportunity to repurchase your property before you offer the property for sale on the open market.

We do not have to buy your property, but we must be given the option to do so. We would pay the market value for your property.

10.0 Useful information

10.1 Local authority

London Borough of Lewisham -
Laurence House, 1 Catford Road,
London, SE6 4RU
Main switchboard Telephone:
020 8314 6000
www.lewisham.gov.uk

London Borough of Bromley -
Bromley Civic Centre, Stockwell
Close, Bromley, BR1 3UH
Main switchboard Telephone:
020 8464 3333
www.bromley.gov.uk

10.2 Hospitals, GP Surgery, Dentist, Pharmacy

If you are looking to register with a new GP, dentist or find details of your local hospital or pharmacy, please visit the NHS choices website – www.nhs.uk

10.3 Council Tax

To register for council tax you should contact the local authority to let them know that you have taken ownership of the property. If you do not register and pay for council tax, you may receive a penalty from the local authority.

10.4 Refuse Collection

Please contact your local authority to find out when household waste and recycling is collected. Please note, dumping bulky items of rubbish in communal areas is an inconvenience to your neighbours and a fire hazard. We will recharge the cost of removing these items, where we can identify and prove who they belonged to.

10.5 Connection to utilities (gas, electricity, water)

When you move in, you will need to contact the utility companies for your new home and register as a new consumer. Read your gas and electricity meters on the day you move in and give the information to your suppliers so they only charge from when you took ownership of the property.

The vendor should have shown you the location of the gas and electricity meters along with the water stopcock, in case of an emergency.

If you plan to be away for some time you should turn off the stopcock to prevent any risk of flooding. Please make sure the stopcock serves only your property before doing this. If you do not have this information, you may be able to obtain it from the estate agent who sold you the property.

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If you plan to be away for some time you should turn off the stopcock to prevent any risk of flooding.



10.6 Keeping pets

You do not need our permission to keep a pet.

10.7 Parking

Only taxed cars or motorcycles can be parked on our estates or in Phoenix parking areas, and any untaxed vehicles on the estate may be removed. In some areas, car parking management schemes may be in operation. Please visit our website or contact us for further information and to obtain a permit. 📍

10.8 Antisocial behaviour

We believe that everyone has the right to enjoy living in their home and community, and we take reports of anti-social behaviour seriously. For more information, or to report an antisocial behaviour incident, please contact us. 📞

10.9 Complaints

Residents are at the heart of Phoenix and we aim to do things properly first time, every time.

However, mistakes can be made and we encourage you to tell us when this happens. We want to use the experience to continue improving our services.

You can register a complaint by telephone, in writing or in person. You can also email us your complaint to complaints@phoenixch.org.uk.

When you make a formal complaint, we promise to:

- offer a solution to resolve the complaint where possible
- keep you informed of progress if a response to your complaint cannot be made within the set timescale
- give you an unreserved apology if Phoenix is at fault.

Full details of our complaints procedure are available on our website or by request. 📄

11.0 Useful contacts

Bromley Council

Civic Centre, Stockwell Close, Bromley BR1 3UH

- 0300 303 8672
- www.bromley.gov.uk

Citizens Advice Bureau

Catford

120 Rushey Green, Catford, London, SE6 4HQ

- 0844 826 9691
- www.citizensadvice.org.uk

Bromley

Community House, South Street, Bromley, Kent, BR1 1RH

- 020 8315 1940
- www.citizensadvice.org.uk

Energy Saving Trust

- 0300 123 1234
- energy-advice@est.org.uk
- www.energysavingtrust.org.uk

First-Tier Tribunal (Property Chamber)

- 020 7446 7700
- rplondon@hmcts.gsi.gov.uk
- www.gov.uk/courts-tribunals/first-tier-tribunal-property-chamber

HSE Gas safety advice line

- 0800 300 363 (Freephone)
- www.hse.gov.uk

Housing Ombudsman

- 0300 111 3000
- info@housing-ombudsman.org.uk
- www.housing-ombudsman.org.uk

Land Registry

- Contact form on website
- www.gov.uk/government/organisations/land-registry

Leasehold Advisory Service (LEASE)

- 020 7832 2500
- info@lease-advice.org
- www.lease-advice.org

Lewisham Council

Lewisham Town Hall, Catford, London, SE6 4RU

- 020 8314 6000
- www.lewisham.gov.uk

Lewisham Council Planning Information Service

- 020 8314 7400
- planning@lewisham.gov.uk

National Debt Line

- 0808 808 4000 (Mon-Fri 9am-9pm, Sat 9:30am-1pm)
- www.nationaldebtline.org

National Grid Gas Emergency Line (24 hours)

- 0800 111 999 (Freephone)

Safer Neighbourhood Teams

- Bellingham: 020 8721 2489
- Downham: 020 8721 2486
- Whitefoot: 020 8721 2487

How to contact us



www.phoenixch.org.uk



homeownership@phoenixch.org.uk



MyPhoenix - You can sign up or log into our resident portal to log repairs, keep your information up to date and make payments online.



By telephone - From 8am to 5pm, Monday to Friday, please call us on our Freephone number 0800 0285 700. Press 1 for repairs, and 2 for all other enquiries.



In person - You can visit our offices between 9am and 5pm, Monday to Friday at: The Green Man, 355 Bromley Road, London, SE6 2RP

If you are unable to visit our offices, or would prefer, we will provide a home visit.

Printed: April 2022

Get in touch

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E homeownership@phoenixch.org.uk

🐦 [@phoenixtogether](https://twitter.com/phoenixtogether)

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