Leaseholder Handbook



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Introduction

1.1 Leasehold Handbook Explained

The leasehold handbook is intended to provide useful information and guidance
for leaseholders who hold a lease of a residential property whereby Ashford Borough Council is the freeholder.

The handbook may also be a useful tool for anyone who is intending to buy an existing Ashford Borough Council lease, or Council tenants who are thinking of leasing the flat they currently rent through the Right to Buy scheme.

This handbook includes a broad summary of the terms of a lease. The terms of individual leases can vary slightly. This handbook does not override specific terms in a lease or any other legal agreements (such as a mortgage deed). It is therefore important that those who hold a residential lease have the terms explained to them by a legal advisor.

Readers should not rely on the information within the handbook if any difficulty or dispute arises in connection with their lease. In this instance, readers should seek independent legal advice from a solicitor or the Citizens Advice Bureau.

1.2 Service Standards

Ashford Borough Councils aim is to deliver an effective and efficient service to all our customers. We endeavour to achieve this by meeting the following service standards:

- Raising leaseholder awareness in leasehold services
- Providing information & guidance to all prospective leaseholders at the time of purchasing their property
- Ensuring that leaseholders receive clear and timely information concerning the cost of their service charges, as well as explaining their rights and responsibilities as a leaseholder
- Consulting fully with leaseholders before we carry out works above a certain value, or enter into a long-term agreement with other service providers

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Rights & Responsibility

2.1 Landlord Responsibilities

- Respond to enquiries relating to Leasehold Services
- Manage building insurance cover and provide insurance documentation to leaseholders
- Administer & issue service charge statements, ground rent & building insurance correspondence
- Monitor leaseholder payments & carry out debt recovery action where appropriate
- Ensuring shared services to the block such as electricity, gas & water are functional
- Complete repairs & maintenance to the structure of the building, shared/communal areas or services and recover the applicable costs from the leaseholders
- Consult on & facilitate major works & improvements

2.2 Leasehold Responsibilities

Generally you have the following rights and responsibilities, however its recommended to double check your individual lease agreement:

- Repair & maintain the leased property including sole services within your home such as electricity, gas & water
- Arranging annual gas safety inspections for any gas appliances, noting the Council reserves the right to request an Inspection Certificate
- Prevent nuisance within the leased property which may annoy or cause inconvenience to your neighbours
- Ensure payments are made on time & in full, such as ground rent, building insurance, service charges & major works

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You must not have liquefied petroleum gas or any other explosive material such as petrol & calorgas in your leased property or anywhere in the block.

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Repairs & Maintenance

3.1 Landlord Repairs & Maintenance

It is the Council's responsibility to carry out & manage repairs, maintenance & improvements for the block, and any communal areas that form part of the building. Leaseholders are required to pay a contribution towards these costs which make up part of the service charges. Examples of landlord repairs & maintenance responsibilities can include but is not limited to:

- Building structure, such as the foundations, roof and the external walls
- Guttering & downpipes
- Communal electrics and lighting
- Communal mains water plumbing and shared drainage
- Communal staircases and lifts
- Communal TV aerials
- Communal maintenance and decoration
- External doors, windows and frames if these have been retained by the Council as part of the lease agreement
- Maintenance of door entry systems

Carrying out fire safety assessments and/or asbestos testing where required

3.2 Leaseholder Repairs & Maintenance

It is the leaseholders responsibility to carry out repairs and maintain inside the property. We ask leaseholders that their home is kept in good condition & when occupied the services are running. Examples of leaseholder repairs & maintenance responsibilities can include, but is not limited to:

- Internal wall maintenance or decorating such as plaster, paint, wallpaper or any other surface material applied
- Floor and ceiling finishes including carpet, floorboards, plaster or any other surface material applied, this does not include ceiling slabs or joists that bound the property
- Fittings such as kitchen units and sinks Internal doors and door frames
- External doors, windows and frames if demised to the leaseholder as part of the lease agreement
- Toilets, baths and showers
- Radiators, cisterns, tanks, boilers and pipes within the property
- Gas, water and electricity installations within the property
- All internal fixtures and fittings
- Footpaths, gardens, ancillary buildings if demised to the leaseholder as part of the lease agreement
- Repairs to leaks or burst pipes that solely serve the leased property

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Repairs & Maintenance

3.3 Home Improvements

Leaseholders have the right to carry out improvements or alterations inside their home if they are strictly limited to the interior of the property.

Some works can be carried out without permission such as internal redecoration and renewing fixtures and fittings.

Leaseholders are not permitted to carry out works that could include:

- **Removal of structural walls**
- **Undertake works that might damage or impair the structure of the building**
- **Cause damage or impair shared services**
- **Install new windows, entrance doors or remove walls without the Council's formal consent**

To carry out any other works or works requiring permission, leaseholders must complete an alterations form which can be found on the Council's website: https://www.ashford.gov.uk/home-improvements

We ask detailed descriptions are stated for the proposed works and in some instances plans or drawings are provided. In most cases, the Council is unlikely to refuse permission, unless the work is likely to affect the safety of the building, cause a nuisance to neighbours, or is in conflict with the terms and conditions of the lease agreement.

Additionally, advice may need to be sought from our Planning and Building Control team, to check if Planning Permission or Building Control approval is required before works are permitted. Leaseholders should also consider when undertaking any works that they may be required to pay associated fees. Initial advice can be obtained from the Council's Planning and Building Control team, with further guidance available on the Council's website:

https://www.ashford.gov.uk/planning-and-development/do-i-need-planning-permission

https://www.ashford.gov.uk/building-control/contact-building-control/

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Landlord Planned Works & Agreements

4.1 Planned Works & Long-term Agreements Consultation Process

The Council must consult with leaseholders before it begins any planned major repairs, maintenance or improvements, and whereby it has been established any leaseholder in the building would have a contribution of more than £250.00, including fees and VAT per financial year. This is called a Section 20 Consultation.

The work will not begin before the end of the consultation period, unless the works are urgent or a Leasehold Valuation Tribunal (LVT) dispenses with the consultation requirements. The cost of these works will be billed separately from the annual Service Charge and are required to be paid in full on the due date stated.

There are different ways to consult for different kinds of work. Each leaseholder will be consulted individually in accordance with the terms of their lease. The consultation requirements differ depending on the form of contract under which the scope of the works are to be carried out:

- Works that are not carried out under a long term agreement, e.g. individually tendered contracts
- Works that are carried out under a long term agreement
- Works that are not carried out under a long term agreement, but where public notice of the work is required to be published

A long-term agreement refers to any agreement entered into, or on behalf of the Council for a term of more than 12 months, and where the costs incurred under the agreement will result in any leaseholder paying more than £100.00 per annum in service charges.

Examples of potential long-term agreements can include:

- Buildings Insurance
- Cleaning contracts
- Communal electricity
- Lift maintenance

This process follows a Section 20 Consultation. The service will not commence before the end of the consultation period, and is carried out in accordance with the Law whereby the Council is required to produce notices to the leaseholder.

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Landlord Planned Works & Agreements

4.2 Three Stage Process for Planned Works

Notice of Intention

If the Council proposes to award a contract for Major Works (such as roof replacement) by competitive tendering, the leaseholder must first be sent a 'Notice of Intention.' The 'Notice of Intention' will describe the proposed works and explain the reasons why the works are needed.

It allows 30 days for written comments to provide the opportunity to nominate a contractor. The Council will review comments received and try to get an estimate from one or two contractors suggested by leaseholders. Any Contractor suggested by a Leaseholder will undergo evaluation by the Council, prior to obtaining an estimate.

1

Notice of Estimates

A second written notice, called a 'Notice of Estimates' will then be sent, this includes two or three tender prices receives and the Leaseholders estimated contribution.

This letter will include a summary of comments received (if any), and the Council's responses to them. All the estimates will be available for inspection. These documents are confidential, and the leaseholder may be asked to sign a 'Declaration of Interest.'

The leaseholder will also be invited to send in written observations on the estimates within 30 days.

2

Notice of reason for awarding a contract to carry out works (only sent if chosen contractor did not submit lowest tender)

The Council will award the contract to the Contractor whose tender was considered the best value. Within 21 days the Council will write to the leaseholder to advise which contractor was awarded the contract work and the reason.

The Council will also let the leaseholder know about any comments received, and the Council's response. The Council does not have to send the Notice of Reason if the chosen contractor has been suggested by a leaseholder, or the chosen Contractor has sent in the lowest estimate.

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Landlord Planned Works & Agreements

4.3 Three Stage Process for Qualifying Long-term Agreements

Notice of Intention

If the Council proposes to award a contract by competitive tendering for a service such as cleaning or lift maintenance, the leaseholder must first be sent a 'Notice of Intention'. The 'Notice of Intention' will describe the proposed contract and explain the reasons why the service is needed.

It allows 30 days for written comments to provide the opportunity to nominate a contractor. The Council will review comments received and try to get an estimate from one or two contractors suggested by leaseholders. Any Contractor suggested by a Leaseholder will undergo evaluation by the Council, prior to obtaining an estimate.

1

Notice of Landlord's Proposals (statement of estimates)

A second written notice, called a 'Notice of Proposals' will then be sent, this includes confirmation about who the Council has chosen to carry out the required services. Most times these contracts exceed the threshold where public notice is not required, which means Leaseholders are not permitted to suggest a contractor.

This letter will include a summary of comments received (if any), and the Council's responses to them. Documents and schedules of rates from the proposed contractor will be available for inspection by Leaseholders. The leaseholder will also be invited to send in written observations on the estimates within 30 days.

2

Notice of reason for awarding a contract to carry out works (only sent if chosen contractor did not submit lowest tender)

The Council will award the contract to the Contractor whose tender was considered the best value.

The Council will also let the leaseholder know about any comments received, and the Council's response. The Council does not have to send the Notice of Reason if the chosen contractor has sent in the lowest estimate.

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Landlord Planned Works & Agreements

4.4 Leaseholders Right to Nominate

Whether the Section 20 Consultation relates to Planned Major Works, Repairs, Improvements or a Qualifying Long Term Agreement, at times Leaseholders have the right to nominate a contractor for the Council to obtain a quote from. At other times, Leaseholders do not have the right.

Councils must issue a public notice for contracts that exceed certain financial thresholds. These thresholds vary but typically apply to large-scale contracts for works or services. The public notice is published on platforms like the 'Find a Tender' portal.

If a Major Work or Long Term Agreement does require Public Notice, the Leaseholders lose their right to nominate a contractor, but can still make observations during the consultation period.

4.5 Emergency Works

If urgent works need to be completed to avoid danger or serious damage to the building, or to ensure the health and safety of residents then works can be carried out without a Section 20 Consultation, however the maximum that can be charged per leaseholder is £250.00 including fees and VAT, if dispensation is not granted from the Leasehold Valuation Tribunal. In these instances, the charge will be reflected on the service charge statements.

4.6 Exempt Agreements

Some agreements are exempt from the above consultation requirements. These include:

- Employment contract such as employed Council staff to manage a service
- Agreements for a term of more than 12 months that were entered into before the 31st October 2003

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Building Insurance

5.1 Building Insurance Explained

The Council insures the building using a blanket policy that covers all leasehold properties, this includes the structure and any common parts of the property. Leaseholders will be required to pay an annual insurance premium.

Billing is produced and sent to Leaseholders each February with payment required by 1st April each financial year. Details of the cost, methods of payment, policy schedule and guidance on how to make a claim will be included within correspondence. There may be slight variations if the Council changes insurance providers.

The Council will consult leaseholders when the Insurance Policy is due for renewal. This gives us the opportunity to look at the market for competitiveness
and ensure we are securing the best price for leaseholders.

The contents of a home such as furniture, decorations and other personal possessions are not covered by the Council's policy. Private contents insurance should be considered instead.

5.2 Making a Claim

If making a claim, its recommended photographs of the damage are taken and if applicable keeping the damaged item as this will help with the insurance claim. In some cases, our insurance company may ask for estimates for the works required.

It's important to make a claim as soon as possible and provide as much information of the damages and works needed. If repairs are started or completed before the insurance company makes a decision, then this could affect the claim. As with all insurance policies, if you make a false claim you will face legal action.

In some cases, the insurance cover does not meet all the costs of repairing the damage. The Insurers will only meet costs above a certain amount, known as the excess. The amount of the excess depends on who is making the claim, and what the claim is for. The Policy document that is produced to leaseholders will include further details regarding the excess payable (if any).

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Building Insurance

5.3 Empty Properties

At times a leasehold property may be unoccupied or disused for more than 30 consecutive days. The current Buildings Insurance cover has requirements and exclusions for properties during such times, as listed on this page.

Property Damage shall exclude the following causes:

- Malicious Damage
- Escape of Water
- Theft or Attempted Theft
- Accidental Damage to Fixed Glass
- Unauthorised use of utilities
- Accidental Damage

The Excess for Property Damage will be increased to £250 each and every loss, other than for the following causes:

- Fire, Lightning, Explosion
- Impact by Aircraft or Aerial Device

If a property is left in an unoccupied state for 30 consecutive days or more, you must:

- Carry out internal and external inspections of the Buildings at regular intervals and maintain a record of such inspections
- Remove all waste, combustible materials and gas bottles, either within or outside the Buildings, from the Buildings
- Securely lock all external doors, close and secure all windows
- Turn off all sources of power, fuel and water at the mains, however; where the Buildings are protected by an intruder alarm system, you must provide sufficient power to operate the system
- The heating system may be left in operation to maintain a temperature which will provide adequate protection throughout the Buildings against frost damage

It is important that Ashford Borough Council are notified regarding any leasehold property being left unoccupied or disused for more than 30 consecutive days.

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Ground Rent

6.1 Ground Rent Explained

Ground Rent is a nominal fee payable by leaseholders to the freeholder. The fee is for the right to occupy the land your property is built on.

For Ashford Borough Council leases, Ground Rent is a set fee of £10.00 per annum, payable for leases granted before 30th June 2022. This amount does not increase.

Leases granted after 30th June 2022 are not liable to pay Ground Rent in line with the Leasehold Reform (Ground Rent) Act 2022.

Ground Rent is renewed annually (in advance) on the 1st April. You will be advised of the Ground Rent and statutory Notice at least 28 days before it is due. Payment in full of the annual Ground Rent is required by 1st April each financial year.

6.2 Ground Rent Notice

Ashford Borough Council is required to send a statutory Ground Rent Notice at least 28 days before the payment is due. The Ground Rent Notice must include the amount of rent due, the date it must be paid by and the consequences of non-payment.

Ground Rent renewal is sent at the same time as the annual Buildings Insurance renewal. As both payments are due by 1st April each financial year, the documents will be sent by or before 28th February.

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Service Charges

7.1 Service Charges Explained

Service charges for leaseholders are contributions to cover the cost of maintaining and managing the building and communal areas. These charges are set out in the lease agreement and can vary from one block to another. Ashford Borough Council Leaseholders pay a variable Service Charge, based on the repairs carried out in any financial year, together with a contribution for communal cleaning and electricity if applicable. When works or services are provided at a block, a 12.5% administration fee is also charged. All Leaseholders are required to pay the same management fee.

Rechargeable services or works are split between the total number of flats within a block. For instance if there are 10 flats in a block, 7 are occupied by Council tenants, and the other 3 are leaseholders, each leaseholder will pay one tenth of the rechargeable services or works. The rent that Council tenants pay covers the cost of the same for the 7 Council owned properties.

Examples of shared costs are as follows:

- Communal repairs
- Communal cleaning & electricity
- Electricity Testing
- Fire Risk Assessments
- Lift contracts
- Management fee

When becoming a leaseholder, you are in effect a 'shareholder' of the building. Leaseholders are bound by the terms of the lease agreement which sets out that Service Charges are payable.

As your landlord the Council has a legal duty to maintain the building and recharge a contribution of the cost. We must ensure the charges are reasonable and relate to services that have been provided. Leaseholders will never contribute towards repairs or improvements inside a council tenanted property.

We encourage Leaseholders to contact us if there are any queries about any items on their annual Calculation of Service Charges, or quarterly Statement of Repairs (estimate statements). It is important any concerns are made known to the Leasehold Services team so that we can investigate.

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Ashford Borough Council has opted to not charge leaseholders who have communal grassed areas, therefore landscaping charges will not be included on the service charge statements.

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Service Charges

7.2 Service Charge Types

Ground Rent - Due in April
Ground Rent is charged £10.00 annually and applies to leaseholders whereby their leases were produced up to 29th June 2022.

For new leases created after 30th June 2022, ground rent has been abolished under the Leasehold Reform Act 2022.

Building Insurance - Due in April
Building Insurance is charged annually, the amount is calculated using the build cost of the leased flat. The amount will increase each year depending on the increase advised to the Council by the insurance company. This covers the property for any damages.

Repairs - Due in September
Repairs to a block containing a Leaseholder will be included within the relevant Service Charge demand. Leaseholders will be liable to contribute towards communal repairs and repairs to the fabric of the building. Leaseholders are not charged for repairs or improvements carried out within Council owned flats.

Communal Cleaning - Due in September
If a leased property has communal areas, then a cleaning charge may apply. This could include the internal cleaning of communal areas, cleaning of internal and external communal windows, lighting and fire alarm testing. This is charged in arrears and will be included in your service charge statements.

Communal Electricity - Due in September
If a leased property has communal areas, then an electricity charge may apply. This can include communal lighting, lifts, door-entry systems and television amplifiers. This is charged in arrears and will be included in your service charge statements.

Emergency Light Discharge Tests & Electrical Installation Condition Report - Due in September
It is a requirement for the freeholder to carry out an ELDT & EICR. The works are carried out by Ashford Borough Council's Electrical Services Division and included in each annual Service Charge. Only blocks with communal areas receive these charges.

Management Fee - Due in September
This charge covers the cost of managing all the leasehold properties owned by the Council. This includes maintaining records, producing statements, correspondents, dealing with day-to-day queries, billing & consultations. This is charged in arrears and will be included in your service charge statements.

Administration Charge - Due in September
This charge covers the administration costs of carrying out work & arranging services to the building. This could include service contracts, tender documents, compliance management and repair reports. This is charged in arrears and will be included in your service charge statements.

Major Works or Improvements - Invoiced
This covers the costs of planned maintenance, refurbishments or improvement works. This could include roof refurbishment, lift replacements, renewing windows, renewing main entrance doors, painting or re-pointing the outside of the block and internal decoration of communal areas.

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Billing & Payments

8.1 Making Payments

For Building Insurance & Ground Rent, we issue correspondence in February each financial year prior to the due date for payment on 1st April.
For Service Charges, we issue quarterly estimated charges with the final Service Charges issued prior to the due date in September.

Additionally, major works completed through a Section 20 Consultation will be billed separately. The details will be provided on the notices issued during the consultation process.

Leaseholders enter into a Legal agreement through the lease and are required to make payments within 28 days from the date of correspondence. Leaseholders can make payments in advance throughout the year in anticipation of the fixed due dates each year.

Ashford Borough Council does not utilise a reserve or sinking fund for Leaseholders.

8.2 Methods of Payment

The following payment methods are available:

Card payments through the Council's website
https://www.ashford.gov.uk/pay/
Selecting 'Pay your Rent'.

Card payments over the telephone
Available 24/7 on 01233 330 625 and selecting option 2.

Online banking
Bank: NATWEST
Account name: ASHFORD BOROUGH COUNCIL COLLECTION ACCOUNT
Account: 74313363
Sort code: 60-01-21

Please don't forget to quote the reference number on the instruction, this will be listed on the correspondence as the leasehold account number consisting of 10 digits starting with '5'

Billing & Payments

8.3 Correspondence & Statement Schedules

Building Insurance & Ground Rent is calculated for each financial tax year in advance. Letters are produced in February with payment due by 1st April.

Service Charges (that can include communal charges and communal repairs) are calculated in arrears with payment due each year in September.

The charging period covers a financial tax year with the produced correspondence detailing the period the charges cover.

We also produce estimate statements throughout the year that show your estimated charges. Your estimate statements are produced quarterly commencing from September.

This means the final service charge payment from the previous year will be due in September and your first estimate statement relating to the current year will also be produced in September. This assumes you were liable for the previous year.

September 2025

Service Charge 2024-25
Payment Due

Q1 Estimate Service Charge Statement 2025-26
Statement Produced

December 2025

Q2 Estimate Service Charge Statement 2025-26
Statement Produced

February 2026

Building Insurance 2026-27
Ground Rent 2026-27
Letter Produced

March 2026

Q3 Estimate Service Charge Statement 2025-26
Statement Produced

April 2026

Building Insurance 2026-27
Ground Rent 2026-27
Payment Due

June 2026

Q4 Estimate Service Charge Statement 2025-26
Statement Produced

August 2026

Final Service Charge Statement 2025-26
Statement Produced

September 2026

Service Charge 2025-26
Payment Due

Q1 Estimate Service Charge Statement 2026-27
Statement Produced

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Billing & Payments

8.4 Recovery Process

We recognise there may be times when there is financial difficulty, in those instances we will discuss with leaseholders their financial situation in more detail. We may request an income & expenditure form is completed and will discuss what options are available for assistance. It is important to contact Leasehold Services as soon as possible if there is difficulty in making a payment. We take arrears of Service Charges very seriously and we expect all leaseholders to pay the charges promptly as this is a condition of the lease agreement.

We will settle any disputes about Service Charges or major work before we act on our recovery procedure. A leaseholder is still responsible for paying the Service Charges even if sub-letting the leased property. Every year, we will send a detailed account statement to each leaseholder. We will also send previous statements or balances if requested.

We have a robust recovery process that we must adhere to as detailed below if there are arrears and non engagement. The final stages can lead to losing the leased property by forfeiture or repossession. We don't want it to get to this stage so please talk to us or a debt advice service such as Citizens' Advice Bureau.

The Council follows the 'Pre-action Protocol for Debt Claims' to recover arrears from Leaseholders. The protocol aims to increase communication between parties where debt is owed, and to make arrangements to clear the arrears before court action becomes necessary. The protocol follows a three stage process as detailed below.

Payment Reminder
If a demand is not paid within the due 28 days, the first stage is for a Payment Demand Reminder letter to be sent.

1

Letter of Claim
If the payment remains due seven days after the payment demand reminder, a Letter of Claim is sent. This letter includes an Reply Form which must be completed and returned, with an Income and Expenditure Form.

2

Notice of Intention to Start Court Proceedings
If the payment continues to remain due thirty days after the Letter of Claim, the Council will send a Notice of Intention to start court proceedings, which allows a final 14 days before proceedings can commence.

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Lease Agreement

9.1 Lease Agreement Explained

The lease is a contract granting occupation of a property during a specified period in exchange for a specified premium. The lease is a binding contract, enforceable in law, which contains both your rights as a leaseholder and the Council's rights as the freeholder. As a leaseholder you have bought the right to occupy the flat for a fixed number of years – initially, up to 125 years.

The Council as the Freeholder still owns the building in which you live, and is responsible for looking after the structure, exterior and common areas of the block. The lease document sets out the terms and conditions specific to your property. You should get a solicitor to look at it when you buy the lease, so that you understand your rights and responsibilities in full.

9.2 Antisocial Behaviour

The Council has an antisocial behaviour policy for its residents which can be found on the www.ashford.gov.uk website by searching 'antisocial behaviour'. Leaseholders are bound by the terms of their lease and one of the covenants is that leaseholders are not permitted to do or allow anything to become a nuisance within the block, this can apply to anti social behaviour. If Leaseholders are experiencing anti social behaviour from a council owned flat, we would ask that the details are supplied to the relevant Neighbourhood Housing Officer.

9.3 Pets

Domestic pets are allowed within leasehold properties however it is important that the animals are well cared for and do not cause or become a nuisance to others within the block.

9.4 Parking

Leases vary from property to property and so it is important that you review the conditions of your lease and not rely solely on information within this handbook or the 'Becoming a Leaseholder' document. As an example, one lease may differ from another regarding parking restrictions or regulations.

Lease Agreement

9.5 Lodgers & Sub-letting

Leaseholders are permitted to take in lodgers or sub-let their home, however, there is a fee payable to sub-let a property in full. The fee covers the internal Legal department preparing and serving a 'Notice to Sub-let'. It is important that you enquire about sub-letting before making arrangements with prospective tenants.

If you sub-let your home you must inform Leasehold Services of your correspondence address, in case the Council needs to contact you for any reason. You must also inform your mortgage provider, as they may have restrictions on sub-letting.

Sub-letting your home will also change your Buildings Insurance cover and you will not be offered extended accidental damage. Leaseholders who sub-let will still be liable for Buildings Insurance, Ground Rent, Service Charge and Major Works contributions.

If you sub-let your home, you are responsible for your tenants conduct. The Council will expect your tenants to uphold the same covenants you are bound by within your lease agreement.

You will be responsible for any landlords duties arising under the Gas Safety (Installation and Use) Regulations 1998. This means that you are legally responsible for making sure your gas appliances, pipework and flues are safe and well maintained. You must also arrange for an annual gas safety check to be carried out by a Gas Safe registered engineer. You must keep a record of the safety check for two years and ensure that your sub-tenant is issued with a copy within twenty-eight days of the check being completed.

You can find helpful information about gas safety by visiting the Health and Safety Executives website: www.hse.gov.uk/gas/domestic/faqlandlord.htm

Shared Ownership leases have different terms & conditions which vary based on the Government scheme they refer to. Typically if leasing a property from the Council under Shared Ownership means you are not permitted to take in lodgers for financial support or sub-let. Please refer to the terms & conditions of the lease agreement concerning lodgers & sub-letting for Shared Ownership leases. This document is produced and provided during the purchase of the property.

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Lease Agreement

9.6 Enfranchisement

Enfranchisement is a collective right for a group of leaseholders of flats to buy the freehold of the building they live in. Leaseholders have this right if they and the building they live in qualify. After buying the freehold, the leaseholders can decide how to manage the property – either doing it themselves or appointing a manager to do it for them. If you and your neighbours qualify under the enfranchisement rules we cannot refuse to sell you the freehold.

To have the right to enfranchise, you must be what is called a "qualifying tenant". This means you must be a long leaseholder with a lease of more than 21 years.

There must be at least two flats in the building. At least two thirds of all the flats must be sold to long leaseholders. The number of leaseholders participating must be at least half the number of flats in the block. For example, in a block of 12 flats at least 8 must be sold and at least 6 long leaseholders would need to take part in the enfranchisement process. When you enfranchise you buy the freehold of your building. The freehold is owned by a "nominee purchaser" who you must name when you start the enfranchisement process, so it is important to decide how you want your building to be owned and run in the future.

No more than four people can be the joint owners of one freehold, so in a building with more than four long leaseholders it may be better to set up a company to own the freehold, or choose a third party with no financial interest in the building. This can be complicated and expensive, so you should seek expert advice from a solicitor, surveyor, or similar who understands this process.

Further information can be found on the Department for Communities and Local Government (DCLG) website: http://www.communities.gov.uk.

9.7 Selling your Home

You have the right to sell your lease. You can also leave it to someone in your will or give it as a gift. This arrangement needs to be formally documented and you should seek advice from a Solicitor. If you bought your lease through the Right to Buy Scheme and wish to sell during the first 5 years of the lease term you may have to repay any discount you received at the time of the purchase. If you wish to sell during the first 10 years of the lease term, you must first ask the council if it wishes to buy the flat from you at the open market price. If the council does not respond to your offer within eight weeks, or says no, you are permitted to place the property on the open market.

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Right to Buy Purchases

10.1 The Accounting Period

When purchasing a leased property through the Right to Buy scheme, the first full 5 years of the lease is known as the accounting period. Leaseholders will receive a document called a 'Section 125 Notice' which states the purchase price. This document states the major works that are expected to be carried out within that same 5 year period, along with an estimate of how much the works may cost. This document is an estimate of the cost for the works and will affect the value of the lease.

Within this 5 year accounting period, the Council cannot charge a leaseholder for works not listed, and where they are listed no more than the amount shown can be charged except for annual inflation. The figures on the notice do not allow for the administration fee. This accounting period applies to repairs and improvements from the date the first buyer buys the lease. If the property is sold within the accounting period, then the next buyer is entitled to the remainder of that time. When the accounting period has elapsed and if the lease is sold, we do not calculate a new accounting period.

10.2 Right to Buy Discount

Properties purchased under the Right to Buy scheme can sell at any time, however if selling within the 5 year discount period, the homeowner will be asked to repay a portion of the discount back to the Council. This principle applies to leasehold and freehold properties.

The homeowner will have to pay back all of the discount if sold within the first year. After that, the total amount to pay back reduces to:

- 80% of the discount in the second year
- 60% of the discount in the third year
- 40% of the discount in the fourth year
- 20% of the discount in the fifth year

The amount to pay back depends on the value of the home once sold.

Example:
The property was worth £100,000 at time of Right to Buy Purchase and received a 40% discount (£40,000). The property was then sold after 18 months for £120,000. 40% of £120,000 is £48,000. As this is in the second year, the amount to repay is 80% of £48,000 (£38,400).

leaseholdandrtb@ashford.gov.uk

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Ashford Borough Council

Right to Buy Purchases

10.3 Right to Buy Loans

Leaseholders who have purchased their leased property can apply for a loan with the Council to help towards the costs for Service Charges, or the cost of covering improvements carried out by the Council.

The leaseholder does not have to be the person who originally purchased the property under the Right to Buy scheme, but it must be requested with the Council who sold the property.

Leaseholders will be required to make monthly payments to the Council over the specified agreed time and the payments will also include interest. The following criteria applies:

- Right to Buy Purchase
- Costs towards Service Charges & repair improvements
- Applied within 10 years from the date the property was sold under the Right to Buy scheme, or on a date specified by the Council. This date can be no later than 6 months after the Council has sent the Right to Buy offer notice.
- Service Charge has reached £1,500 or more in one accounting period. The accounting period is the annual period for which charges are payable under the lease, or a period of twelve months beginning from the date the property was purchased.

Example:

£7,000 balance made up of £2,500 for repairs, £4,000 for improvements and £500.00 for maintenance. The maximum loan amount that can be granted is £5,500, £7,000 minus the £1,500 minimum threshold.

To request or discuss a loan, please contact Leasehold Services. We will confirm eligibility, and if approved the loan term, borrowing amount and interest rates.

leaseholdandrtb@ashford.gov.uk

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Ashford Borough Council

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Transparency

11.1 Privacy Notice

Ashford Borough Council is the data controller for any personal information collected from you as a Leaseholder. Your information will be used to administer leasehold management services in accordance with the Lease and processing is being conducted relying upon a contractual legal basis.

Your data will be shared with other departments within the Council to administer leasehold management services. Your data will also be shared with your building insurance provider to administer your building insurance policy cover. Your data may also be shared with maintenance and repairs contractors to undertake any necessary works to the building, communal areas, your leased property and to facilitate access for such necessary works to the property. Your information may be shared with further third parties if we are required or permitted to do so by law for example to prevent fraud or misuse of public funds.

Your information will be retained as long as you remain a party to the Lease +6yrs. For more information about your data protection rights please see the Council's data protection pages which can be found at www.ashford.gov.uk/transparency or by contacting the Data Protection Officer at, The Data Protection Officer, Ashford Borough Council, International House, Dover Place, Ashford, TN23 1HU.

The data you provide is protected by rigorous measures and procedures to make sure it can't be seen, accessed or disclosed to anyone who shouldn't be allowed to see it.

We provide training to staff who handle personal data and treat it as a disciplinary matter if they misuse or do not look after your personal data properly.

We conduct data protection impact assessments when making changes to processes or systems that hold your personal data.

We regularly review and assess the technical and organisational security measures in place around our systems and that of our suppliers.

We will investigate data incidents where we have found that your personal data may have or has been disclosed inappropriately (data breach) and attempt to recover any data lost. If any breach is likely to result in a risk to your rights or freedoms we will inform the ICO within 72 hours and should such breach result in a high risk to these freedoms we will contact you without undue delay.

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Ashford Borough Council

Transparency

11.2 Leasehold Law

There are several laws and Acts of Parliament protecting your rights as a leaseholder. The main Acts of Parliament covering leasehold tenancies are:

- Housing Act 1985
- Landlord and Tenant Acts 1985 and 1987
- Housing and Planning Act 1986
- Leasehold Reform, Housing and Urban Development Act 1993
- Housing Act 1996
- Commonhold and Leasehold Reform Act 2002
- Leasehold and Reform Act (Ground Rent) 2022
- Leasehold and Reform Act 2024 Act*

These documents are available at the main public library.

If you are not sure of your rights, a solicitor can advise you, or you can contact your local Citizen's Advice Bureau.

Ashford Borough Council will continue to update their practices in accordance to Government legislation.

This includes the draft Leasehold and Commonhold Reform Bill which will build on the 2024 Act to push further changes toward common hold and other reforms. We are preparing for these changes and regularly reviewing our requirements as a freeholder. We will keep leaseholders informed if affected if and when new laws are implemented.

leaseholdandrtb@ashford.gov.uk

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Ashford Borough Council

Useful Contacts

Leasehold Services
Nesrene Boumnijel - Right to Buy & Leasehold Services Manager
Tel: 01233 330 415
Email: nesrene.boumnijel@ashford.gov.uk

Jay O'keefe - Leasehold Services Officer
Tel: 01233 330 681
Email: jay.okeefe@ashford.gov.uk

Neighbourhood Housing
Assists with estate matters
Website: https://www.ashford.gov.uk/housing-officer

Customer Services
Assists with a wide range of Local Authority services
Tel: 01233 331 111 (8:30 - 16:00, Monday to Friday)
Email: customer.care@ashford.gov.uk

Ashford Borough Council Website
Website: www.ashford.gov.uk

Housing Repairs
Report structural or communal repairs through to our Housing Repairs team
Tel: 01233 330 366 (9:00-16:00, Monday to Friday)
Website: https://www.ashford.gov.uk/report-a-repair

Planned Maintenance
Assists with enquiries relating to approved improvements & major works
Tel: (9:00 - 17:00, Monday to Friday)
Email: planned.maintenance@ashford.gov.uk

Payment Line
Available 24/7
Tel: 01233 330 625 (option 2)

Out of Hours
Emergency enquiries
Tel: 01233 331 111 (16:00 - 8:30, Monday to Sunday)

Specialist Advice
Visit our website to review a list of support organisation who provide specialist advice
Website: https://www.ashford.gov.uk/specialist-advice

