



Leasehold Frequently Asked Questions

As part of the regeneration improvements leaseholders in Brunswick will benefit from improvement works to the communal areas of their buildings. Leaseholders will also benefit from the wider regeneration in Brunswick e.g. new homes, improved road links, new facilities and open spaces. These improvements to buildings and the environment will make homes more desirable.

These are answers to some of the most frequently asked questions we have received from leaseholders about the improvements to your building and your payments towards the cost of the work.

1. What improvement works will be carried out to my building?

The improvement works for your building will vary depending on the type of building you live in - improvements may include new doors, boundary treatments such as walls or fencing, and communal redecoration, new intercom system and balcony improvements. We will consult with all leaseholders individually on the works they receive so everyone understands exactly what work is to be carried out and when.

2. What is a Section 20 notice?

All leaseholders in Brunswick will have received a Section 20 notice from Manchester City Council in August 2013. You will have also been given the chance to comment and ask questions about this notice during this time.

A section 20 notice is to tell you that Manchester City Council (who own your building) intend to carry out work or provide a service you must pay towards under the terms of your lease. The section 20 notice lists out what work is planned and how much the work is estimated to cost. The notice is an estimate and is subject to final confirmation of works and costs.

Many leaseholders will have now had refurbishment works carried out. Future phases will be contacted 28 days before. Please let us know your preferred method of contact.

3. Why do my section 20 notice costs not match up with the works carried out?

The section 20 notice is an estimate and is subject to final confirmation of works and costs once the works are all completed. For instance – when we start to plan the improvement works we may identify where some areas need more or less work than estimated. When the works are completed we will review your section 20 notice again to take account of any changes. Where this affects your service charge or agreed payments we will make the necessary adjustments. In most cases this will not fall under the £10,000 cap leaseholders are expected to pay towards.

4. Why am I expected to pay towards the cost of the works?

As a leaseholder you will have a lease with Manchester City Council who own your building. Under the terms of this lease, Manchester City Council have a responsibility to carry out improvement works to your building. Manchester City Council have entered into a contract with S4B who will carry out these improvement works on their behalf. It is outlined in your lease that you are required to pay for any works which are carried out.

5. I live in an upper floor maisonette. Am I expected to pay for improvements on the ground floor?

Yes you will be expected to pay the same contribution, as the building is treated a whole. This will include improvements on the upper floors which are directly proportioned.

6. Will I be paying towards any of the works council tenants will receive?

No, you are not paying towards any internal refurbishment work received by council tenants. The external refurbishment work is directly proportioned so you are only paying for the proportion of the works which are relevant to you.

7. Am I expected to pay for the whole cost of the works?

You will only be required to pay up to £10,000 towards the cost of the works in any five year rolling period. Manchester City Council will cover the costs of the rest of the works.

Where you have any existing 'sinking fund' where you have previously paid towards capital works then this will be deducted from the amount you have to pay. Many leaseholders will have received their first payment information to explain what costs are due and when

8. Can I refuse the works?

No. Manchester City Council is obliged to carry out improvement works to buildings under the terms of your lease. S4B will do this on their behalf and ensure buildings are maintained to decent modern standards. Leaseholders are therefore unable to refuse works to the fabric or communal areas of their buildings.

Small external gardens amendments may be possible for leaseholder by waiving the improvements.

9. Do I have to allow access for improvement works?

As the owner of the building, Manchester City Council are obligated to carry out improvements and maintain the building, you are therefore required to grant access to carry out this work. We will always ensure that you are given appropriate and timely notice of any access required.

10. I don't want some of the works to my garden or fences gates. Can I request to keep some of my own improvements?

We understand that many leaseholders will have carried out their own home improvements. Where our proposed work affects your own improvements then we will review this with you on a case by case basis. To discuss this you must contact Michael Harrison on 0300 555 0128, to agree the scope of works and sign a waiver document. This will mean that you could keep your own improvements as long it does not affect the finish quality or appearance of the completed block.

11. Why are you asking me to pay towards contingencies? What does this mean?

Contingencies is a percentage of a contract value set aside for unpredictable changes in the scope of works or any works that were unforeseen, for example Additional Concrete Repairs or Asbestos Removal.

12. Why are you asking me to pay towards design, planning and building control costs?

To carry out the works to your block we are required to pay toward Design Planning and Building Control, because the block benefits from this works this cost is split across all properties.

13. What are prelims and why am I expected to pay towards them?

Prelims are our direct running cost to carry out the works. A breakdown of what is including in the prelims was attached to the section 20 notice.

14. Will I be consulted on the works to be carried out?

You will always be consulted ahead of any works to your home. This will include:

- One to One visit from S4B Customer Care Officer to explain the works and timescales
- An Invitation to a Consultation Event about the refurbishment works.
- Letters 28 days before

15. Can I buy some of the internal refurbishment works?

Yes you are able to buy some of the internal refurbishment work such as kitchens and bathrooms at a discounted rate. We will inform all leaseholders and provide further information when we visit your property to discuss the external works.

16. Why are you not replacing windows in some of the maisonettes?

Where existing windows are fit for purpose (i.e. they are already double glazed) and are not at the end of their lifespan then they will remain. We will replace windows when they are needed. You will be consulted before any future works.

17. Will I be expected to pay again towards future improvement works?

Some works e.g. windows or heating systems which are not yet at the end of their lifespan will need to be replaced in subsequent years. Leaseholders will not be expected to pay any more than £10,000 in any 5 year rolling period for the cost of future improvement works. You will be consulted on the proposed works and costs for any future works nearer to that time.

18. How do I pay for the works?

Leaseholders have 3 ways in which they can make payments. You must decide your preferred options

1. Payment Up Front
2. Spreading the cost over 5 years- an Extended Re payment plan
3. Equity Loan

Please speak to a member of the team about the best option for you.

If you are struggling to pay we have a dedicated Financial Inclusion Officer who can support you in money matters and find the best method for you to pay. Please arrange an appointment to see her at a location to suit you.

19. What is my Service Charge for?

In accordance with your lease terms, Manchester City Council levy a service charge on each of their leasehold developments where communal services are provided. The purpose of the service charge is to pay your share towards the cost of running and managing the buildings. The lease requires you to pay the service charge to S4B and says broadly what services we will provide in return.

Day to Day Service charges cover the cost of maintaining the building in which you live and typically, these are:

- Grounds Maintenance; Communal cleaning and Window cleaning;
- Communal Repairs and maintenance of the scheme; Maintenance of lifts, entrance gates, fire alarm and emergency lighting, Communal Electricity charges, in respect of lighting, external gates etc
- Buildings insurance; Cyclical fund for the redecoration of the exterior building along with any communal internal areas; Administration, audit and management fees

20. Payment towards improvement

Typically, service charge years run from 1st April to the following 31st March, although some leases differ from this.

By law Manchester City Council may only recover costs that they have reasonably incurred for works and services of a satisfactory standard or services i.e. major works programmes/costings being built into a sinking fund.

21. How to pay your Service Charge

Unfortunately we do not accept cash at the S4B Housing Office, but there are a number of other ways to pay your service charge as outlined below:

Direct Debit

This is a quick and easy way to pay your service charge. Please call 0300 555 0128 and we can set this up over the telephone or you can request a direct debit form to be sent to you.

Standing Order

If you have been paying Manchester City Council previously you will need to cancel your standing order with your bank and set up a new standing order with our details. Please call us on 0300 555 0128 to request a standing order form. Please complete this and return it to your bank/building society.

Payment Card

Using your service charge payment card you can pay cash, debit/credit card at any Paypoint outlet.

By Phone

Using a debit/credit card we can take payments over the telephone during office opening hours (9.00 am – 5.00 pm). Please call us on 0300 555 0128. Alternatively you can pay 24 hours a day by calling 0844 557 8321.

22. What about repairs/ maintenance?

Responsibility for repairing and maintaining both the inside and outside of your home is stated in the lease. However, please remember that the lease will not state every type of repair which may arise. It only identifies broad responsibilities. If you want to seek clarification on a particular repair then please [contact us](#).

You are generally responsible for repairing and maintaining the inside of your home. This includes items such as gas pipes, electrical cabling, and water pipes including drainage, heating systems, kitchen fittings and sanitary fittings. Additionally, you are also responsible for decorating the inside of your home.

We are broadly responsible for repairing and maintaining all the outside of the building along with any internal communal areas such as corridors, stairwells and laundry room. The cost of any repairs or maintenance carried out will be paid from the service charge account for the development.

Repairs should be reported to us as quickly as possible. **Repairs can be reported 24 hours a day by contacting the Customer Contact Centre on 0300 555 0128.** You will be told immediately whether the repair is our responsibility or yours. If it is our responsibility, you will be informed on the timescale for the repair to be completed.

The following list is a guide to the main areas that leaseholders are commonly responsible for within your property:

- Keys to your property
- Hot and cold water pipe work (including freezing of internal pipes), taps, tanks and cylinders, all main internal drainage pipes, ball valves and siphons.
- All sanitary ware including hand basins, baths, showers, wc-pan and cistern.
- Blocked pipes and traps.
- Fuses, light fittings, wiring, switches, power points, immersion heater (where fitted).
- Central heating system including radiators, pipe work and boiler.
- Any gas or electrically operated appliances.
- All internal decorations including tiling and plaster work to walls and ceiling.
- All internal floor coverings.
- Internal doors, locks, hinges, catches, closures.
- All glazing to both internal and external windows and doors

23. What are my Leaseholder rights & responsibilities?

In purchasing a leasehold property, you enter into a lease agreement. This lease is a witnessed legal document that entitles you the buyer (called the “lessee”) to live in a property for a set number of years. The terms of the lease fix the rights and obligations of both you and Manchester City Council. These rights and obligations cannot be changed without the agreement of both parties i.e. you and Manchester City Council or by an Act of Parliament.

When you make the purchase, you buy a lease for a set number of years, usually 99 or 125. You should remember that when buying a property on a leasehold basis you do not own the bricks and mortar or the land that they stand upon. You buy the right to live in the property for a fixed period of time. The land and buildings remain in the ownership of the freeholder. The solicitor who acted for you in the purchase should have explained in detail the differences between leasehold and freehold.

Briefly, the lease requires you to:

- To pay service charge for day and improvement works.
- To pay all outgoings on the property such as council tax, water charges, gas, electricity;
- To keep the interior of the property in good repair and decoration
- Not to carry out alterations without our prior written consent—
- To allow access to S4B staff and contractors to the property;
- To observe our rules and regulations that we set concerning the day-to-day running of the development;
- Not to cause anti-social behaviour at the development.
- For flat owners, who share a communal entrance, they are not to keep pets. Although, if you are unsure please contact S4B
- Not to use your property for anything other than a private residence

The lease requires S4B:

- To maintain and keep in repair the structure of the property, external woodwork, services and drains (which serve more than one flat), internal communal areas and external items such as boundary walls, drives, paths etc.,
- To clean corridors and stairs (if the scheme contains them)
- To insure the building;
- To grant future leases in a similar form to that as at present, for example on the same terms and conditions, length of time.
- We must consult with leaseholders before we begin any major repairs maintenance or improvements. This is ongoing as part of the regeneration in the Brunswick area and should have been explained by your Solicitor.

If you do not keep to the legal obligations then you are considered to have ‘breached the lease’. If you were to breach the lease we can take legal action against you to compel you to keep to your legal obligations.

Ultimately if you continue to breach your lease we can apply to Manchester County Court to have your lease ‘forfeited’ (cancelled). This means the freeholder will take possession of your home and you will be required to leave it. You will not be entitled to any compensation.

The lease also fixes how the property should be sold. Please [contact us](#) if you have any further queries about your rights and responsibilities as a leaseholder

24. I need to make a claim under the buildings insurance policy. Who should I speak to?

S4B are obliged to insure your home i.e. bricks & mortar as part of their obligations under the terms of the lease. This insurance does not cover your contents. You are strongly advised to arrange your own contents insurance cover for personal belongings e.g. carpets, furniture, electrical goods, etc.

The buildings insurance policy covers damage that may occur to the property due to storm or accidental damage. It will also cover the cost of rebuilding or reinstating the building if there was a major fire or other catastrophe.

As with any insurance policy there is an excess payable. (This means the first part of the claim which the policyholder agrees to pay). This excess is paid out of the scheme's service charge account when the claim is in respect of communal areas.

If you are making a claim for internal fixtures and fittings, e.g. sanitary fittings or kitchen units then again the excess will need to be paid. This means you will have to pay the excess fee of any insurance claim you make.

If you wish to make a claim under the buildings insurance policy then please [contact us](#) immediately. If there is a delay in notifying us of any insurance claim this may reduce the amount of any money the insurers are prepared to pay in settling any claim.

25. I want to make improvements to my home, do I need permission first?

As a homeowner you may at some time wish to carry out improvements to the property, it maybe something small like installing new ceiling lights to the lounge or on a grander scale installing fitted wardrobes, a new kitchen or bathroom.

We ask that if you wish to do any work to your home then you should contact your Community Support Officer at S4B in writing to first to see whether you need our consent. If we feel that further information is needed before the work can begin, you will be asked to send in details.

We ask for this information to safeguard the investment in the property and that safety isn't compromised. Normally we will only refuse permission in exceptional circumstances.

Please note: You will not be given permission to extend your home in anyway. Likewise you will not be given permission to carry out any improvement that will affect the communal grounds. You should be aware that if you sell your home at a later date and have carried out improvements to the property, you are not guaranteed to recover the full cost of the works you have done.

If you have any further queries, please [contact us](#)

26. Do I need permission to sell my home?

At some time, you may decide to sell your home. There is a procedure laid down in your lease. You do not need permission from Manchester City Council/S4B to sell your home and you may do so at any time.

However, during the sales process you will need to inform Manchester City Council and S4B that a sale is ongoing because we will need to assign the lease across to the new owner, your solicitor will advise you on these issues. Furthermore, prior to any completion the prospective owner will require information concerning the status of the scheme and confirmation of service charge and funds. S4B will willingly engage in helping you in this process and again your solicitor will advise you on the process.

Leaseholders are liable for all outstanding service charge debts until the lease is assigned over to a new party. Therefore, S4B would expect all monies owed to it are settled prior to an assignment of the lease. If you are unsure of how much is outstanding on your account please [contact us](#).

27. How can I connect with other leaseholders in the area?

We consult with you whenever we are legally required to and when it is good practice to do so.

We seek to involve you as far as we reasonably can in the management of your home. To this end we will discuss the running of the development with you. In the Brunswick neighborhood we have a Resident residents association that has been formed to discuss matters of common interest. The Brunswick Residents Association meet every first Wednesday each month at 7pm at Brunswick Parish Church, Brunswick Street, Manchester. Everyone is welcome.

28. How do I make a complaint?

While we strive to give a good service at all times, there may be occasions when you have to complain about the standard of service. We have a formal complaints procedure, which should be followed, a copy of which is available on request from our Customer Service Contact Team on 0300 555 0128. We strive to resolve complaints as quickly as possible. Please [contact us](#) if you have any concerns.

29. Can I keep pets in my home?

Our normal policy is not to allow the keeping of cats and dogs as pets within apartments. The keeping of birds and fish is permitted but, if you are in any doubt, please [contact us](#)

30. How can I contact S4B?

Call: 0300 555 0128

Website: www.S4Bmanchester.co.uk

Email: info@S4Bmanchester.co.uk

Tweet us @S4Bmanchester

Facebook- search S4B Manchester

Text: 07947 488 088

Write to or visit us;
S4B Housing Office,
Bramwell Drive,
Manchester,

M13 9SU

Opening hours: 9am – 5pm Monday to Friday