

EAST  
DEVON  
HOMES



# Leaseholder's handbook

A guide to your lease, your home,  
how to get involved with the housing  
service and points of contact



Updated summer 2014

[www.eastdevon.gov.uk/housing](http://www.eastdevon.gov.uk/housing)



## ABOUT THIS HANDBOOK

This publication has been designed for leaseholders of East Devon District Council. It contains important and useful information about your lease, your home, your rights and responsibilities as a leaseholder and our rights and responsibilities as your landlord.

Information correct at time of production  
(April 2014)

## HOW TO CONTACT US

Details of various teams within the council are on the back page of this publication



Download the East Devon App to access council services on your smartphone:  
[www.eastdevon.gov.uk/app](http://www.eastdevon.gov.uk/app)



East Devon Homes is the business unit within East Devon District Council which is responsible for the delivery of landlord services relating to council housing

To request this information in an alternative format or language please phone 01395 516551 or email [housingservices@eastdevon.gov.uk](mailto:housingservices@eastdevon.gov.uk).

We consider requests on an individual basis.

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# FOREWORD



*By* JOHN GOLDING  
*Head of Housing*  
*East Devon District Council*

I am pleased to introduce you to this leaseholder handbook. Its aim is to provide you with useful information about your lease, your home and the services we provide to you as your landlord.

It tells you about your rights and responsibilities as the leaseholder and our rights and responsibilities as the landlord. By working together we can make sure that these rights and responsibilities are respected. This will help us to maintain a high quality service to you and allow you to enjoy a comfortable home.

This handbook is designed so you can quickly and easily look up what you need to do in different situations, for instance, if you need to report a repair. It also provides information about some of the services you can expect from us.

East Devon District Council is keen to work in partnership with you and other leaseholders to ensure that we deliver the services indicated in your lease. We want you to enjoy living in your home and your neighbourhood and I hope you find this handbook useful.



# 1 INTRODUCTION

As a leaseholder of a property owned by East Devon District Council you are one of many people who has either exercised a right to buy their council home or who has bought a former council-owned property.

East Devon District Council is committed to providing a high standard of service to all leaseholders. We have therefore produced this handbook to:

- summarise the rights and responsibilities of East Devon District Council as landlord and your rights and responsibilities as leaseholder under the terms of your lease
- explain the service charges you are liable to pay and how they are calculated
- provide accurate and up-to-date information about East Devon District Council

Please be aware that this guide is only a summary of the terms set out in most East Devon District Council leases. Not all East Devon District Council leases are the same, as they vary depending on when they were first issued. You will need to refer to your own lease to check the terms if you are in doubt about any matter. This handbook does not replace your lease.

This handbook is not intended and shall not be deemed to provide legal advice. You should not rely on this handbook if any difficulty or dispute arises in connection with your lease. If this happens, you should get independent advice from a solicitor, law centre or Citizens Advice Bureau.

Our policies and procedures will change from time to time, as does the law. We will look to update this handbook when there are changes that affect the services that we provide.

If you require additional information (for example, about service charges) and you cannot find the answer to your query in this handbook or your lease, please contact the housing technical officer in the repairs team on 01395 517458 or email [repairs@eastdevon.gov.uk](mailto:repairs@eastdevon.gov.uk).

# 2

## YOUR LEASE

The lease is a contract between you, as the leaseholder and us, East Devon District Council, as your landlord. It sets out the rights and obligations of us both. It gives you rights over land/buildings for a set period of time, up to a maximum of 125 years. Subsequent owners take over the number of years remaining on the lease at the time of purchase. When this period runs out, these rights revert back to East Devon District Council.

The lease gives you the right to live in your home for the length of the lease and to have the right to quiet enjoyment of your home. The lease also sets out that the repair of the structure of the Building (of which your home forms part, 'the Building') and any communal areas is our responsibility.

You may have statutory rights to either acquire the freehold to your home or to extend your lease. You should consult your own solicitor, law centre or the Citizens Advice Bureau if you require further information or advice on these possibilities.

Your lease should include:

- a description of your home, defining the boundaries and areas you are responsible for, and those we are responsible for
- the rent and service charges you must pay
- how and when the service charges are reviewed
- the items which are included within the service charges
- an explanation of the legal responsibilities you have and those that we have

Your main responsibilities under the lease are likely to include:

- paying the rent, and service charges
- maintaining and keeping in good repair the internal areas of your home
- allowing us or our contractors reasonable access to carry out any necessary work to any adjoining parts of the Building
- obtaining our permission before making an alteration to your home
- using your home only as a private residence for occupation by a single family and for no other purpose
- not causing a nuisance or harassing other people in the neighbourhood
- sending us notice of any change in ownership
- informing us in writing of any alternative correspondence address
- adequately insuring the contents of your home

Our main responsibilities under the lease are likely to be to:

- insure the Building
- maintain the structure and exterior of the Building
- maintain any communal areas and keep them clean and well lit

If you have any queries about your lease please contact your own solicitor, law centre or the Citizens Advice Bureau. Information may also be available from the Leasehold Advisory Service. To contact them phone 0207 383 9800, write to Maple House, 149 Tottenham Court Road, London W1T 7BN or visit [www.lease-advice.org](http://www.lease-advice.org).

# 3

## RENT AND SERVICE CHARGES

The rent is a payment you must make to us as the current landlord under your lease, in each year of the term of your lease. This is usually payable on the first day of April. Rent for most of our leasehold properties is £10 each year.

### SERVICE CHARGES

Under the terms of your lease you are required to pay us an annual service charge. This charge varies according to where you live and the actual services provided to you. Each year you will be sent a service charge bill, together with a statement showing details of the charges you have to pay for.

Typically service charges might include costs for:

- (if applicable) gas and electrical safety checks of any boilers serving communal areas or more than one flat in the block
- repairs and maintenance to the Building
- cleaning of communal areas and maintaining communal grounds and garden areas
- electricity for communal areas, street lighting, external security lighting, and lift and door entry systems if provided
- gas for any gas boilers serving communal areas or more than one flat in the block
- the servicing of emergency lighting and smoke detectors in communal areas, and communal TV aerial and lift (if provided)
- insuring the Building
- administration charge to cover the cost of managing our leasehold properties

### CALCULATING THE SERVICE CHARGE

Each year we assess how much has been spent on providing services to your home. These charges are based on actual costs, inflation and prices from contractors. The proportion of the overall charge you pay is set out in your lease. For example, if you live in a building consisting of four flats where communal cleaning and grounds maintenance is provided, the cost of providing these services would be divided between all the flats, so you would pay a quarter of the total calculated cost. We charge leaseholders in arrears for most of the services we provide. This means that you pay for the services that you have already received.

There is an administration charge, which is 15 per cent of the total service charges, excluding the amount for rent.

Should you sell your home we will calculate the service charges liability up to the completion date and invoice you accordingly.

If you believe the service charges are not reasonable, or you require more information relating to a repair charge, please write to the housing asset and business development officer, or email [landlordservices@eastdevon.gov.uk](mailto:landlordservices@eastdevon.gov.uk). If you are still unhappy, you can make your concerns known through our complaints procedure or alternatively contact your local Leasehold Valuation Tribunal and apply for a decision on whether the charges are reasonable and fair. You will have to pay for the cost of this service.

## HOW TO PAY YOUR SERVICE CHARGE

Service charges must be paid within 28 days of receipt of your bill. We can arrange for your bill to be paid in up to seven instalments. We prefer leaseholders to pay by direct debit but there are a number of other ways that you can pay including by standing order from your bank account or by cash, cheque or bank giro. Please talk to our income and payments team about these payment methods.

If you are having problems paying, or if you fall behind with payments, please contact our income and payments team immediately. We will try to come to some arrangement with you, such as paying in instalments.

The National Debtline offers free confidential and independent advice on how to deal with debt problems. Call free on 080 808 4000 or visit [www.nationaldebtline.org](http://www.nationaldebtline.org). You can also contact a law centre or Citizens Advice Bureau for guidance on many matters including legal issues and debt management.

## OTHER POTENTIAL COSTS

We often receive letters from estate agents or solicitors requesting details about your lease and we make a minimum charge for providing this. This is often information which has already been given to you, so it is important that you let your agents or solicitors have as much information as possible.

# 4 REPAIRS

We are responsible for repairing the Building. This usually includes the roof, outside walls, outside doors, window sills and frames, drains, gutters and outside pipes and communal pathways, steps and other access routes.

The maintenance of the inside of your own home is your responsibility, usually including repairs to the glass in internal windows and doors, the internal decoration and services to your flat.

The lists below show who usually has responsibility for various types of repair. Please note that where repairs are shown as being our responsibility we will charge a share of the cost of these repairs to each leaseholder.

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## REPAIRS: WHO'S RESPONSIBLE?

### *You*

- Decorating the inside of your home
- New locks (flat doors)
- Pipes inside your property
- Fuses, lights and other electrical fittings (inside)
- Floor coverings (inside)
- Kitchen and bathroom fittings
- Central heating system (inside your home)
- Sweeping of chimney flues

### *Us*

- Decorating the communal areas and outside of your flat
- New locks (shared entrances)
- Gutters and outside pipes
- Floor coverings (shared areas)
- Roofs
- Entry phone systems
- Communal grounds, gardens, paths, windows, doors, drying areas
- Shared walls, roof coverings, foundations and floor joists
- Shared drainage, external water, soil and vent pipes
- Shared external doors
- Shared chimneys and flues (not sweeping)
- Communal electrical supply
- Shared entrances and stairways
- Communal lifts
- Communal gas pipe work, heating and communal water supply

## MINOR REPAIRS

These are repairs costing under £250 per leaseholder and will be charged to you on an annual basis within your service charges. More than one repair below £250 may be made within any one year and therefore your bill may include several minor repair charges.

## MAJOR REPAIRS

Major repairs are those which cost over £250 per leaseholder. These works are normally carried out as part of a planned maintenance programme such as external redecoration, with the aim of minimising future repairs and maintenance costs and reducing the need to undertake emergency responsive repairs. Where possible, we will try to group together such work within larger contracts to achieve cost savings.

Where we know or anticipate the cost will exceed £250 per leaseholder, we must write to each leaseholder advising them of the works. The law requires that leaseholders must be consulted before the landlord carries out qualifying works or enters into a long-term agreement for the provision of services. The Commonhold and Leasehold Reform Act 2002, section 151, introduced new requirements for the statutory consultation of leaseholders. It replaces the older statutory consultation procedure, Landlord & Tenant Action 1985, section 20, but the title 'section 20' is retained.

We follow the requirements under 'section 20' – a brief outline of these follows and you can find out more about this from the Leasehold Advisory Service. To contact them phone 0207 383 9800, write to Maple House, 149 Tottenham Court Road, London, W1T 7BN or visit [www.lease-advice.org](http://www.lease-advice.org).

Where the cost of any qualifying works is not likely to exceed £250 per leaseholder, there is no requirement to consult or notify leaseholders.

We have a five year programme of improvements for our properties which you can see on our website or you can contact the housing repair team to find

out if any work is scheduled for your Building in the near future.

### **A brief outline of the Section 20 requirements**

This is only a guide as the regulations are complicated and legal issues are involved – please consult the Leasehold Advisory Service if you require further explanation

We must consult you about any work which will cost any one leaseholder more than £250 or if we enter into a long term agreement with outside contractors for work, supplies or services costing more than £100 per year, per leaseholder.

#### *Step one: pre-tender stage*

- We must send you a section 20 notice (notice of intention) which explains why the work is necessary, invites you to make comments and, if you wish, suggest a contractor who we should try to get an estimate from. We will also give the date on which the consultation period ends (at least 30 days).
- If there is a contractor you wish us to invite to tender you should give us their details in writing within the consultation period. (Please note that there are certain conditions that contractors have to meet to win a contract).
- We must consider any comments received.

#### *Step two: tender stage*

- Proposals must be prepared and we must invite tenders from at least one contractor with no connection to the council and any suitable contractors nominated by leaseholders.

#### *Step three*

- We must send you information about the tenders we have received, the costs involved and we must invite you to give comments by a given date.

#### *Step four: award of contract*

- Generally we will choose the lowest tender but if we don't we must send out another Section 20 notice (award of contract notice) giving our reason for awarding the contract to the contractor concerned and providing a summary of any comments received.

## HOW TO REPORT A REPAIR

### During working hours

You can report a repair by phoning us on 01395 517458 during working hours. You can also email [repairs@eastdevon.gov.uk](mailto:repairs@eastdevon.gov.uk) or write to the housing property and asset manager at East Devon District Council, Knowle, Sidmouth, EX10 8HL.

When you report a repair please provide:

- your name and address
- a daytime telephone number
- as many details as you can about the repair
- times it is convenient for workmen to call

### Outside work hours

If you have a real emergency repair (such as a burst pipe or no electricity) you can report these by ringing our Home Safeguard team on 01395 516854. Only true emergencies will be dealt with outside working hours and all other repair issues will be passed to our repairs team at the start of the next working day.

### Our contractors

To comply with current guidelines we can only use building and maintenance companies from a list of approved contractors. These contractors have to meet set standards in respect of health and safety, quality of work, customer care, past performance and financial standing.

We will let you know the officer supervising the contract when we consult with you before the works commence. Detailed specifications of any works to the Building and when they are due to be carried out will be available for your inspection at our offices in Knowle, Sidmouth.

Each year a few leaseholders complain about the standard of our major improvement repairs. If you have any concerns about the work being carried out to the communal parts of your block, then please contact our repairs team as soon as you think that there is problem. Please don't wait until you receive your annual service charge before contacting us, as it is far easier for us to address and deal with your concerns whilst the contractor is still on site.

## GAS SAFETY

Gas safety checks are required to ensure that pipe work, gas appliances and flues are maintained in a safe condition. The maintenance and servicing of all gas appliances in your home is your responsibility.

### Annual gas safety checks

As a leaseholder you are responsible for arranging your own annual gas safety checks. These checks are very important and will ensure that the gas appliances in your home are well maintained in a safe condition. It is also important to note that it is legal requirement to only employ qualified Gas Safe registered engineers to carry out this work.

### What to do if you suspect a gas leak

- Turn off your gas supply at the meter
- Do not smoke or use matches or a lighter
- Do not use electrical switches (doorbells or light switches)
- Open doors and windows to let the gas out
- Call the National Gas Emergency Service on 0800 111 999 – do the same if you smell gas in the street

# 5

## COMMUNAL AREAS, CLEANING AND GROUNDS MAINTENANCE

We are investing time and money in ensuring that tenants and leaseholders who live in blocks of flats owned by the council have maximum protection in the event of a fire, and we take tough action on practices that could block escape routes or fuel fires in public areas.

You must keep stairs, hallways and communal areas clear at all times to keep a clear escape route in the case of a fire. You must not store any items in the communal areas – this includes any combustible items or material such as mobility scooters, recycling material, mats, plants, wheel chairs and walking frames. Mobility scooters are not permitted in any of our lifts.

You must keep all communal areas clean and clear from any obstructions. Please do not leave any litter or allow any pets you have to foul these areas.

We appreciate that for some residents it may be difficult to clean these areas, and therefore we have an agreement with our street scene team to carry out a top-up cleaning service once each week. The top-up service provided includes the sweeping and mopping of hallways, stairs and landing; the wiping of window sills and banisters and the removal of cobwebs. We also clean windows in communal areas once every three months.

We maintain the grounds on your estate. This includes grass cutting and maintenance of shrubs, hedges and trees, as well as the keeping concrete areas free from weeds. Please note that we do not collect grass cuttings on housing land.

For any queries about communal areas, cleaning and grounds maintenance please contact the housing technical officer in the repairs team on 013955 517458 or email [repairs@eastdevon.gov.uk](mailto:repairs@eastdevon.gov.uk).

# 6

## INSURANCE

### BUILDINGS INSURANCE

As stated in your lease, we are responsible for insuring the Building including the main structure and common areas. In the event of an insured risk we would claim on our insurance for the cost of repairing or rebuilding the Building. Please note that our insurance does not include any cover for accidental damage.

If you already have a combined contents and buildings insurance policy you should cancel the 'buildings' part of the insurance. The insurance company may refund some of the premium you have paid.

You, members of your family, or any person visiting the Building, shall not do, permit, allow or suffer to be done in or about the Building any thing which may render void or invalidate the insurance of the Building or otherwise increase the ordinary premium for the insurance.

### CONTENTS INSURANCE

We do not insure any contents or possessions that belong to you. We strongly urge that you have your own contents insurance.

As a leaseholder you can take advantage of the West Country Consortium Home Contents Insurance Scheme of which we are part. This scheme has arranged an affordable home contents insurance policy through which you can protect your belongings. The scheme is open to all our tenants and leaseholders. If you would like further

information please call the tenant participation team on 01395 517453 or email [tenantparticipation@eastdevon.gov.uk](mailto:tenantparticipation@eastdevon.gov.uk).

### NOTIFICATION OF DAMAGE TO THE BUILDING

You should contact the housing repairs team as soon as possible to report any damage to the Building. We will arrange the repair if the insured damage is to the Building.

# 7

## NEIGHBOUR NUISANCE AND ANTISOCIAL BEHAVIOUR

### WHAT IS ANTISOCIAL BEHAVIOUR?

'Antisocial behaviour' is anything that causes fear, harm, alarm or distress to one or more persons not of the same household. This means 'behaviour which impacts negatively on a resident's or visitor's quality of life in and around their home'.

It can be caused by anyone who acts in a manner which may cause alarm, distress or harassment to someone else. Our leaseholders and tenants should act in a reasonable manner at all times and have respect for their property, their surroundings and their neighbours. They are also responsible for the actions of their family, others who live with them, their visitors and the behaviour or noise of their pets.

Examples of antisocial behaviour can include:

- abandoned vehicles
- rubbish
- vandalism
- graffiti
- noisy neighbours, late night parties or loud music
- drug dealing or drug-related behaviour
- noise from and behaviour of pets

### WHAT CAN YOU DO?

#### **Rubbish, graffiti and untaxed vehicles**

Please report these issues to the estate management team on 01395 516551.

#### **Neighbours**

Neighbour nuisance or disputes are initially best sorted out by speaking to your neighbour and having consideration for each other. If problems continue you should contact the estate management team who will investigate the situation and advise you of what action can be taken. You may be asked to complete a log giving dates and times of nuisance, which could be used in any future legal proceedings.

#### **Loud music and other amplified noise outside of normal office hours**

If you are disturbed by unreasonable levels of noise such as loud music and radios, it is best resolved by you first approaching your neighbour and explaining to them that you are being disturbed by the noise. This may be difficult, but people are often unaware of the problem they are causing. Most people will be pleased to do what they can to reduce the noise.

If this does not help the problem or you don't feel you are able to discuss the matter with them, you should report the nuisance to our estate management team. If the problem is from a tenant of ours we will take details and may ask you to complete diary sheets detailing the dates, time and type of noise. The diary sheets will help us decide on the course of action to be taken.

For major problems at night or bank holidays you may wish to contact our out of hours service on 01395 516854. All complaints will be logged for action on the next working day and in some cases

an environmental health officer may also be able to respond on the night.

### **Barking dogs and behaviour of pets**

Nuisance caused by pets such as constantly barking dogs and loud birds are most easily sorted out by talking to the owner. However if you are uncomfortable doing this because, for example, you think the dog may be aggressive you should contact the estate management team who, if possible, will investigate the situation.

## **WHAT CAN WE DO?**

Please note that we can only become actively involved if the problem relates to one of our tenants. If the problem arises from another leaseholder or member of the public you may wish to contact the antisocial behaviour coordinator on 01395 273802.

Your report to us is confidential and we will not tell the person causing the nuisance who has made the complaint. We will visit or write to the person causing the nuisance, and keep you informed of the action we are taking, or give you advice as necessary.

We will work with other agencies such as the police, youth service and NHS to try and resolve the problem. If the nuisance behaviour persists, we may take legal action for a breach of the conditions of the tenancy agreement. However we will always try to persuade the other party to behave reasonably before any court action is taken for possession. Anyone who is evicted for antisocial behaviour is likely to be classed as 'intentionally homeless' and so would be unlikely to be re-housed by the council or other registered providers of social housing.

Where we consider taking legal action, we will need on going evidence, such as log sheets, giving precise details of incidents which have occurred, to enable us to build up a case to present to the court. We may also take enforcement action under the antisocial behaviour legislation, or a Housing Act Injunction to prohibit undesirable behaviour. Where there is a dispute between neighbours we may recommend mediation to resolve the differences. This is paid for by us, but carried out by independent

trained mediators who will work to find common ground between neighbours.

In the case of loud music, we can take action for a breach of the tenancy agreement. In addition, where the noise is deemed to be a statutory nuisance, environmental health officers can serve an Abatement Notice, and if this is breached, they can apply to the magistrates court for a warrant to seize the offending equipment.

The Chartered Institute of Housing, the Social Landlords Crime and Nuisance Group and HouseMark have now jointly introduced the 'Respect – ASB Charter for Housing'. We have recently signed up to this and are working to achieve the standards in this charter.

## **WHAT CAN THE POLICE DO?**

Please report all cases of harassment, physical assault, stolen property or criminal damage to your property to the police. They will advise you about the action they can take, which will depend on the circumstances of the incident. Please ask for a log number for the incident.

Two publications are available to help residents deal with antisocial behaviour, the council's *Dealing with antisocial behaviour* leaflet and Safer Devon Partnership's *Tackling antisocial behaviour – multi-agency antisocial behaviour escalation process*.

### **Don't forget**

- ✓ Speak to your neighbour in a courteous manner to see whether the problem can be sorted out – remember that they may not realise they are causing a noise or nuisance
- ✓ Allow a reasonable time (say two weeks) for an improvement in the situation
- ✓ If nothing has changed, consider whether you should speak again to your neighbour, or contact us for further advice
- ✓ Contact the police about harassment, assault or criminal damage

# 8

## KEEPING PETS

Before keeping a pet please refer to the terms and conditions of your lease as you will probably need our consent in writing. We ask that you give careful consideration to the type and number of pets you would like to have and consider whether they are likely to be suitable for the type of property in which you live.

# 9

## MAKING ALTERATIONS TO YOUR HOME

Under the terms of your lease you may need to obtain our permission in writing to make any alterations to your home, or erect any additional buildings, including garages, hard standings and extensions.

You should write to us and tell us what you would like to do. Please give us as much information as you can. We will write to you to say if we give permission and if we cannot give permission we will explain why. You will also need to consider whether you require planning or building regulation permission before you start the work.

If you carry out any alterations or improvements without our permission you may be breaking the terms of your lease and such alterations will not be insured under the landlord's policy of insurance for the Building. For permission or further information please write to the assistant programmed works officer.

### DISABLED ADAPTATIONS

There may come a time when you need adaptations to your home. If you, someone living with you or a relative has a disability and your home is privately owned or privately rented, you may be able to apply to the council for a Disabled Facilities Grant (DFG).

This grant is means tested in most circumstances. It can cover adaptations such as stair lifts, ramps and level access showers. If you require any further information please contact the private sector housing team on 01395 571572.

### FEEL SAFE AND SECURE AT HOME WITH OUR ALARM SERVICE

We all want to feel safe and secure at home. So if you live alone or if you look after someone who is vulnerable, knowing that help can reach you quickly can make the difference between feeling isolated and alone and leading a full and active life. Even if you (or the person you care for) are independent, there is always a risk that you may need help in an emergency, for example if you fall or become ill.

Here in East Devon, the Home Safeguard personal alarm service can give you that help and reassurance. We offer personal alarms that are linked to a 24-hour monitoring centre. They are easy to install and give you peace of mind that you, or someone you care for, can get help in an emergency 24 hours a day, every day of the year.

To find out more about this service contact Home Safeguard on 01395 578237 or email [homesafeguard@eastdevon.gov.uk](mailto:homesafeguard@eastdevon.gov.uk).

# 10

## SELLING YOUR HOME

### REPAYMENT OF THE DISCOUNT

If your home is to be sold within five years from the date that it was purchased from us under the right to buy scheme, you may have to pay back all or some of the discount that was granted at the time of its purchase. The amount to repay depends on the number of years that have elapsed since we sold the property under the right to buy scheme.

The amount of discount repayable will be based on the price being paid on resale. For example, if the discount received when the property was purchased under the right to buy scheme was 40 per cent of its value at that time, the amount you will have to repay will be based on 40 per cent of the price being paid on resale (ignoring any increase in value due to improvements you have carried out).

During the first year, 100 per cent of this amount will have to be repaid to us. This percentage will drop by 20 per cent for each complete year that has passed since the date that the right to buy purchase was completed.

There are some circumstances where repayment of the discount can be deferred. Examples include a transfer of ownership following the death of an owner or pursuant to a court order. Your own solicitor, law centre or the Citizens Advice Bureau should be able to provide you with further advice on this.

You will need to make arrangements to pay any service charges you owe before you complete the sale of your home. If the sale is likely to complete before we send you the annual service charges bill we may have to provide you with an estimated bill.

You are responsible for paying the service charges due on your home during the period that you own it, so you should not make any arrangements with your prospective buyers to pay these charges for you.

We may charge you for supplying certain information such as rent and estate management references to mortgage companies, repairs, maintenance, sewerage and programmed works information to solicitors and retrospective planning consent letters to leaseholders or their solicitors.

### DO I HAVE TO OFFER TO SELL MY HOME BACK TO THE COUNCIL?

There may be a covenant in your lease requiring you to first offer your home back to us or to a third party nominated by us, before you can look to transfer title to your home to a third party. We recommend that you take independent legal advice before selling your home or offering it for sale in order to establish whether or not any such restrictions affect your home.

### OTHER RESTRICTIONS

People wishing to buy or an owner wishing to rent out a former Council owned property located in one of the areas designated as 'rural' or an 'area of outstanding natural beauty' within East Devon, must comply with Section 157 of the Housing Act 1985.

The prospective buyers or tenants (or at least one

of them) must have lived or worked in Devon, or a combination of the two, throughout a period of three years immediately prior to an application to us for consent to purchase or the proposed tenancy. These designations (and therefore restrictions) apply to the whole of East Devon except for Sidmouth, Honiton, Exmouth and Seaton.

## FURTHER INFORMATION

If you would like to know more please contact our house sales administrator on 01395 517533.

# 11

## GETTING INVOLVED

We are always keen for our tenants and leaseholders to be involved with us in helping shape the housing service. To support our commitment to the involvement of service users we have drawn up a 'tenant and council partnership statement' (see opposite).

We have various ways in which you can get involved depending on how much time you have available. We are particularly keen to have leaseholder representatives on the Tenant Representative Group and the Housing Review Board.

To keep you up-to-date with the latest news about our services we produce the magazine *Housing Matters* three times a year. As a leaseholder you will automatically be sent this. Please take a few minutes to look at it as it contains some useful and helpful information about our services and various other issues.

For further information visit [www.eastdevon.gov.uk](http://www.eastdevon.gov.uk) or contact the tenant participation team on 01395 517453 or [tenantparticipation@eastdevon.gov.uk](mailto:tenantparticipation@eastdevon.gov.uk).

### Tenant and Council Partnership Statement

This is a commitment between the council, tenants, leaseholders and staff. It sets out how the council will help tenants to get involved in influencing and shaping decisions taken to deliver a housing service which meets the needs and priorities of tenants.

These are the key commitments that we will jointly deliver to enable tenants to be involved in the decision making processes related to council housing.

Together we will:

- provide a housing service that actively works for continuous improvement in quality and value for money
- give tenants a voice in the decisions which affect their homes
- identify priorities based on tenants' requirements
- know what standards tenants want ('local standards')
- give tenants an opportunity to challenge and ask questions about how the housing service is operated
- support existing and new tenant groups and encourage engagement and participation
- support tenants to carry out scrutiny of housing services
- provide ongoing and joint training for tenants, staff and councillors

*Signed by the Head of Housing, the  
Chair of the Housing Review Board and the  
Vice Chair of the Tenant Representative Group*

## COMMUNITY CENTRES AND GUEST BEDROOMS

Across the district we have 14 community centres which can be booked by tenants, leaseholders or members of the public. We try to ensure that anyone using the centres is sensitive to the residents living on-site.

Some of our sheltered schemes also have guest bedrooms which can be used by your relatives or friends. Guests may stay up to a maximum of two weeks. Guests must pay a nightly charge to the

mobile support officer at the beginning of their stay. A receipt will be issued. Cups and a kettle are provided but no cooking facilities. Pets are not allowed.

### **To book one of our community centres**

Phone 01395 516551 ext. 2323 or email [communitycentreenquiries@eastdevon.gov.uk](mailto:communitycentreenquiries@eastdevon.gov.uk).

### **To book one of our guest bedrooms**

Please contact the relevant area office (see below).

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## COMMUNITY CENTRES IN EAST DEVON

<i>Community centre</i>	<i>Guest bedroom(s)</i>	<i>Location of area office</i>
Lymebourne Park, Sidmouth	None	Lymebourne Park, Sidmouth 01395 519162
Trumps Court, Sidmouth	One	
Yonder Close, Ottery St Mary	None	
Palmer House, Exmouth	One	Palmer House, Exmouth 01395 260368
Morgan Court, Exmouth	One	
Albion Court, Exmouth	None	
Churchill Court, Lypstone	None	
Park Close, Woodbury	One	
Burnside, Exmouth	One	Burnside, Exmouth 01395 227401
Bidmead, Exmouth	None	
Clayton House, Exmouth	Two	
Millwey Community Centre, Axminster	None	Poplar Mount, Axminster 01297 34042
Dunning Court, Honiton	None	Dunning Court, Honiton 01404 549521
Broad View, Broadclyst	One	Broad View, Broadclyst 07814481045

# USEFUL CONTACTS

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## GENERAL ENQUIRIES

01395 516551  
csc@eastdevon.gov.uk

[www.eastdevon.gov.uk](http://www.eastdevon.gov.uk)

 @eastdevon

 /eastdevon

East Devon District Council  
Knowle, Sidmouth, EX10 8HL  
(Mon to Fri, 8.30am to 5pm)

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## BY SUBJECT

### **Emergencies**

Contact: out of hours

01395 516854

### **Adaptations**

Contact: private sector housing team

01395 571572

pshousing@eastdevon.gov.uk

### **Alarms in non-sheltered properties**

Contact: Home Safeguard

01395 578237

homesafeguard@eastdevon.gov.uk

### **Alterations and improvements**

Contact: property and assets team

01395 517458

repairs@eastdevon.gov.uk

### **Antisocial behaviour and neighbour nuisance**

Contact: estate management team

01395 516551 ext. 2381/2396

estatemangement@eastdevon.gov.uk

### **Cleaning of communal areas**

Contact: property and assets team

01395 517458

repairs@eastdevon.gov.uk

### **Council Tax**

Contact: Council Tax and Housing Benefit team

01395 517446

benefits@eastdevon.gov.uk

### **Customer care**

Contact: housing needs and strategy team

01395 516551

housingstrategy@eastdevon.gov.uk

### **Getting involved with the housing service**

Contact: tenant participation team

01395 517453

tenantparticipation@eastdevon.gov.uk

### **Hire of community centres**

Contact: community centre booking team

01395 516551 ext. 2323

communitycentreenquiries@eastdevon.gov.uk

### **Hire of guest bedrooms**

Contact: relevant area office (see page 23)

### **Home contents insurance**

Contact: tenant participation team

01395 517453

tenantparticipation@eastdevon.gov.uk

### **Leaseholder services and service charges**

Contact: income and payments team

01395 517496

financialservices@eastdevon.gov.uk

### **Making a complaint**

Contact: complaints officer

01395 517417

[www.eastdevon.gov.uk/complaint](http://www.eastdevon.gov.uk/complaint)

### **Parks and gardens**

Contact: street scene team

01395 517528

streetscene@eastdevon.gov.uk

### **Pest control**

Contact: environmental health team

01395 571517

environmentalhealth@eastdevon.gov.uk

### **Refuse and recycling**

Contact: Street Scene team

01395 517528

streetscene@eastdevon.gov.uk

### **Report a repair**

Contact: property and assets team

01395 517458

repairs@eastdevon.gov.uk

