



The guide for leaseholders and freeholders

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1. Introduction

We have produced this guide for our leaseholders and freeholders who we refer to as homeowners in order to help you understand what it means to be a homeowner who pays service charges to Southwark Council.

The guide will make it clear what you can expect from Southwark Council as your landlord and what is expected from you as a homeowner. We have tried to make the guide as comprehensive as possible and to ensure it meets your needs it has been reviewed by our homeowner readers' panel.

Please use this guide to help you understand the lease or transfer agreement you signed when you purchased your property as this is the legal contract you entered into.

2. Useful contacts

This section lists all the main contact details you may need.

Homeowners' Repairs Contact Centre

Tel: 0800 952 4444 or 020 7525 2600

Email: repairs@southwark.gov.uk

Conveyancing Team:

Email: hsg.conveyancing@southwark.gov.uk

Service Charge Payments:

Tel: 0345 600 0611 (option 6)

Online payment form: [Pay service charge](#)

Resident Services

North Team: northhousing@southwark.gov.uk

Central Team: centralhousing@southwark.gov.uk

South Team: southhousing@southwark.gov.uk

Southwark Anti-Social Behaviour Unit (SASBU)

Tel: 020 7525 5777

Email: sasbu@southwark.gov.uk

Citizens Advice Bureau

Tel: 020 7237 9532

Email: Lholders@citizensadvice.org.uk

Building control

Address:

PO Box 64529

London

SE1P 5LX

Tel: 020 7525 5582

Fax: 020 3357 3101

Email: building.control@southwark.gov.uk

Council tax

Tel: 020 7525 1850

Email: counciltax@southwark.gov.uk

Fire risk assessment

If you would like a copy of the fire risk assessment for your block, please contact the Fire Safety Team on 020 7525 3499 or e-mail FRA@southwark.gov.uk, quoting your name and address.

Local land charges

Tel: 020 7525 7392

Email: landcharges2@southwark.gov.uk

Parking

On street parking Tel: 0800 136 9081

Estate parking Tel: 020 7525 3587 or 020 7525 3363

Email: parking@southwark.gov.uk or estatesparking@southwark.gov.uk

Planning applications and enquiries

Address:

PO Box 64529

London

SE1P 5LX

Tel: 020 7525 5403

Email: planning.enquiries@southwark.gov.uk

Building insurance claims

Should you need to make a claim on your building insurance you can do so via the following form

Form: [Building insurance claim form](#)

3. Your MySouthwark online account

MySouthwark online account is an online portal on our website which allows you to pay your rent, service charge and council Tax and report repairs. Registering or linking to your council tax, rent, repairs or service charge accounts is straight forward.

To register for a MySouthwark account you will need an email account and to follow the instructions via the following link: [Register for MySouthwark](#)

The process should take about three minutes to complete. If you don't have an email address, there are a number of free email providers on the internet.

All homeowners are issued with a personal PIN but if for some reason you have forgotten this you can request a new one via the following form [Request new pin for MySouthwark account](#) .

If you are a non-resident landlord and own more than one property you will be able to view the details on multiple properties, however you will need to visit [our contact us webpage](#) to register for this.

4. Resident services area management

Southwark Council has three Resident Services Area Management Teams that manage many of the day-to-day services for homeowners and tenants.

Each team covers the following areas of the borough:

North – Rotherhithe, Borough and Bankside, and East and West Bermondsey

Central – Walworth, Camberwell and Aylesbury

South – Nunhead and Peckham, Dulwich

Your Resident Services Officer has a wide remit and is responsible for all general housing management issues from supporting a vulnerable resident to taking legal action for any breaches of the lease.

Resident Services officers focus on building strong relationships in the areas they are responsible for and regularly attend any meetings with residents that directly impact on them or the area they live in. They also play an active role in dealing with antisocial behaviour including neighbour disputes and noise nuisance.

Resident Services officers carry out estate inspections every month if you live on an estate or in a stand-alone block. The estate inspections monitor how well the communal areas are cleaned and whether communal garden areas are being maintained by the grounds maintenance teams. Together with the Council's communal repairs technical officers (CRTO) they will identify and make a note of any required repairs to the internal and external communal areas, the CRTO will raise the repairs identified and ensure any health and safety issues are dealt with.

How can a homeowner find out about the estate inspections on their estate and the standards? RSOs do not note or raise repairs

You have an open invitation to take part in our programme of monthly estate inspections – walking the estate together is a good way to look at real issues and plan action. Estate inspections are an informal walkabout on your estate with both Council officers and tenants, where you can point out the issues which you think are important and need action.

If you want to get involved, contact your Resident Services officer or designated customer contact point to find out more about this: the more you join in the better your services will be.

Information about estate inspections are on display on the notice boards and website.

How can you get in touch?

Should you wish to get in touch with your Resident Services Team you can do so by emailing one of the following addresses:

North Team – northhousing@southwark.gov.uk

Central Team - centralhousing@southwark.gov.uk

South Team – southhousing@southwark.gov.uk

5. Antisocial behaviour

There are many different types of antisocial behaviour.

Residents Services, Southwark Council's antisocial behaviour unit (SASBU) and other agencies work in partnership to deal with this complex issue that can cause such harm to individuals and communities.

If you experience antisocial behaviour you can contact:

Southwark Council's Antisocial Behaviour Unit (SASBU) by emailing sasbu@southwark.gov.uk or by phoning 020 7525 5777

If you need to contact Resident Services you can contact them via email on the following:

North Team – northhousing@southwark.gov.uk

Central Team - centralhousing@southwark.gov.uk

South Team – southhousing@southwark.gov.uk

Southwark Council has published minimum standards underlining its commitment to responding to different levels of antisocial behaviour:

Category one antisocial behaviour (high-risk cases)

A case officer will telephone or visit the person who has reported the incident within **24 hours** of receiving the report. A report should be made to the Resident Services officer who will carry out an initial risk assessment and refer on to SASBU if required.

- hate related incidents
- harassment involving threats of violence
- crack or drug houses
- physical violence or threats of violence
- intimidation or threatening behaviour.

It is important that any criminal behaviour is reported to the Police.

Category two antisocial behaviour (medium-risk cases)

A case officer will write (email/letter), visit or call within **three working days**. If you experience any of the following you should contact the Resident Services Officer covering your area.

- general nuisance, people noise
- misuse of public spaces
- street alcohol consumption
- dog fouling.

Category three antisocial behaviour (low-risk cases)

The case officer will write (email/letter), visit or call within **five working days**. If you experience any of the following you can contact Southwark Council's Antisocial Behaviour Team or your Resident Services Team at sasbu@southwark.gov.uk or Housingpostroom@southwark.gov.uk.

- noise from neighbours
- inconsiderate or inappropriate use of vehicles
- environmental damage including littering
- neighbour disputes.

Noise

The Council also has a Noise and Nuisance Team. The team primarily deals with premises-based noise which includes but is not limited to:

- amplified music
- odours and fumes from commercial premises
- noise & emissions from road works and street machinery
- noise and dust from construction sites
- barking dogs
- premises alarms
- noise from entertainment venues

The Noise and Nuisance Team provides a responsive service from 7.00am to 2.30am from Monday to Friday. On Saturday and Sunday they have a 24-hour service. If you are experiencing excessive noise you can call them on 020 7525 5777 and an officer will visit within one hour to witness the noise if it is ongoing.

The Noise and Nuisance Team receives a significant number of complaints from residents about neighbour noise. This can range from the sound of washing machines, heavy footfall to children playing. If the noise is normal domestic activity exacerbated by poor sound insulation there is little that the noise team can do from an enforcement perspective and mediation would be a good option in such instances.

Some types of antisocial behaviour are only dealt with by the Police. For example, if something is a criminal offence you need to report it immediately to the Police and let them know you are concerned about your safety. Examples where you need to contact the Police are:

- if you have been physically assaulted or threatened with violence
- if you see drug dealing and people taking drugs
- if you witnessed or have been a victim of a hate crime
- if you have witnessed verbal abuse or intimidation
- if you witness groups causing criminal damage or disorder
- if you witnessed or have been a victim of a sexual offence
- if you have witnessed or been a victim of knife or gun crime
- if the behaviour has been on-going, please complete our diary sheets with dates and times of the incidents and send these to us. You can do this by hand or by post, but it may be quicker to do this electronically and attach them when completing the [Online antisocial behaviour form](#)

Once you have reported it to the Police, please contact us with the incident report number and the officer's name and number so we can make contact with them and work with them and agree the next steps with you and the Police.

How your Resident Services Officer can help

They will discuss the issues you are facing with you and explain what they can and cannot do. The Council takes a problem-solving approach to resolving issues and will look at alternative dispute resolution if appropriate. This may involve referring to external mediators who may be able by negotiation and dialogue to resolve neighbour disputes. Your Resident Services Officer is able to do this.

If there is enough evidence then they may issue a warning letter telling someone their behaviour is not acceptable. Or they may decide to visit the person. In extreme cases they may take legal action.

If the person causing the problem is vulnerable, they may refer to other agencies to support tenants who are at risk of losing their tenancy.

Vulnerabilities include mental and physical health, physical and learning disabilities, young and elderly people and people with substance problems including alcohol.

How you can help

If the problems happen very frequently and enforcement action is required the Council will need evidence. We need to know how the disturbance affects you, when and how frequently it happens and what type of disturbance it is. This is particularly important if the Council is taking legal action. Without evidence it is very difficult for the Council to take action through the Courts. Your Resident Services Officer will be able to provide you with incident diaries to complete, and will support you if you act as a witness for the Council.

Rough sleeping in your locality

If you see a rough sleeper and are concerned about their wellbeing there is a service called StreetLink. StreetLink is a 24/7 service which has a dedicated website, mobile app and phone line which enables you to send an alert about the location of someone sleeping rough. The alert then connects to the right services that can provide appropriate support to a rough sleeper.

You can get in touch with the service by visiting [streetlink](#) then click the take action now button and fill in as many details as you can. They also have a free mobile app (available from iTunes and Google Play Stores) and follow the same steps as the website. Alternatively you can telephone them on 0300 500 0914.

Street link will then contact our Councils outreach service who will go out and engage with the individuals they encounter.

We realise that sometimes drug use and anti-social behaviour can be associated with the street population. If this is happening in your locality you should call the police line 101 or report to your local police team. You can also report to the Council ASB reporting line on 020 7525 5777

6. Your lease explained

In some documents you may see the property owner referred to as the lessee, leaseholder or the tenant (even when you have purchased the property). If you live in a house or block with other residents they will be a mixture of homeowners and tenants. Southwark Council will normally own the building and the land your property sits within and is generally referred to as the landlord or lessor or freeholder, but it could also be that another body owns the freehold. In these cases Southwark Council is itself a leaseholder of the building or land, and is referred to as the head lessee. If you have purchased a house on an estate then you are the freeholder, but may still be responsible for paying towards communal services provided to you.

Leases can sometimes be difficult to understand as they are written in legal terms so we have provided an example lease which explains the various elements of the lease which you can look via the following link [example of lease](#) Not everyone's lease will be the same as over the years we will have made amendments to our leases and they differ depending on the type of property you own.

When you buy your property, you enter into a contract (lease) which gives you conditional ownership that usually lasts between 99 and 125 years. Your lease decreases in length every year and when it ends ownership returns to the landlord. You can extend your lease whenever you choose but it is best not to let it fall below 80 years. The fewer years the lease has to run the more expensive it is to extend it and it can affect the value of the property, making it harder to sell.

There is information later in this guide about extending your lease.

Your key rights as a homeowner are:

- to have 'quiet enjoyment' of your home which means you should be able to live in your home without interference as long as you meet all your obligations in your lease.
- to expect your landlord to repair and maintain the exterior and common areas of your building. This also includes cleaning and ground maintenance (e.g. gardens, play areas, car parks).
- to be consulted before any major works are carried out.
- to challenge the reasonableness of the service charges if you feel they are incorrect.
- to request summaries of your service charge accounts and details of the building's insurance cover.
- to vary the terms of a lease (houses and flats). A lease can be varied at any time, with the agreement of all the interested parties. Sometimes a lease can be outdated and needs to be changed. For example if the leaseholders and the landlord wanted to create a playground on an estate where there is none but there is no improvement clause in the lease. The lease can then be varied in order to include a clause to update and repair the new playground.
- to view supporting accounts related to your service charge. You can make an appointment to do this within six months of receiving your actual service charge invoice.
- to let out your property. In some circumstances you may need to get a House in Multiple Occupation licence (for more information visit the following page [Property licensing](#))

Your key responsibilities are:

- to pay your ground rent and all services charges on time and other charges relating to the property.
- to keep your property in good repair and condition, ensuring you carry out any works which are your responsibility.
- not making any structural/non-structural alterations or extensions without getting our permission first.
- to allow the Council access to the property as long as we give you reasonable notice, so that we may inspect the condition or carry out works which remain our responsibility under the terms of the lease.
- to allow other leaseholders within the block access to your property if it is necessary for them to carry out repairs to their own property.
- to organise your own contents insurance.
- to ensure that any common areas are not obstructed.

Southwark Council's rights and responsibilities as your landlord

Southwark Council's key rights are:

- to enter your property as long as we give you reasonable notice when we have to carry out any works relating to the common areas except in cases of emergencies.
- to run and maintain electricity, gas pipes and water pipes through your property.
- to extend or alter any part of the building (excluding your property). This could be in the form of maintenance and repairs to the structure and outside of the building – including the roof, windows and entrance doors to the flats – and all shared drains, gutters and pipes, as well as all the common areas of the block and estate.
- to either take action, or assist you in taking action, against a neighbour if they are causing a proven nuisance.

Southwark Council's key responsibilities as your landlord:

- to calculate your service charges in accordance with the terms of the lease.
- issue estimated service charges at the start of the year and an annual statement accounting for leaseholders' service charge money spent at the end of the year.
- to provide our name and a contact address which must be written on every demand letter that asks for ground rent and service charges. If they don't, you may be able to withhold payment until it has been correctly demanded.
- to include a summary of your rights and obligations as a leaseholder with every demand letter that asks you for service charge payments.
- maintenance of the structure of the block and the estate where your property is situated.
- maintenance of all equipment associated with services supplied to the block and estate – such as lifts, internal and external lighting, and playground equipment.
- maintenance of all common grassed and planted areas – but not private gardens – and any estate roads and parking areas.
- to ensure we have buildings insurance for the building your property is located within (you are charged for the cost of the buildings insurance in your service charges).
- to consult you before any major works or long-term agreements are made to your block or estate.
- to ensure emergency exits, fire alarms and signage is clearly displayed throughout the communal areas.

7. Service charges

If we deliver services on your behalf you'll receive a yearly service charge bill. The service charge covers the cost of providing services to your block and estate, such as grounds maintenance, minor repairs and lifts. The charges will be split into estate and block costs.

We'll tell you the estimated cost of these services at the start of the financial year (i.e. April). Your lease states you must pay these estimated charges each quarter, in advance, on 1 April, 1 July, 1 October and 1 January. Alternatively, we accept 12 monthly payments from April to March.

Every September we calculate the actual costs of providing the services during the previous financial year. If the amount is higher than the estimate we sent, you must pay the difference within one month.

If the amount is lower, you'll get a credit back to your service charge account.

If you're a freeholder the costs you pay will depend on the services provided and the wording of your freehold Transfer of Part. If you own a freehold house on an estate, you may have to pay towards the cost of estate services, including heating if this service is provided to you.

If you have bought on shared ownership terms and own less than 100% of your property, your service charges will be based on the proportion agreed in the shared ownership terms.

What is included in the service charge?

The communal services you receive vary depending on where you live and the level of service you receive. Common types of communal services we deliver are:

- Cleaning and upkeep of communal areas
- Grounds maintenance
- Lighting and electricity
- TV aerials
- Entry phone
- Heating
- Lift maintenance
- Concierge and CCTV
- Repairs
- Building insurance
- Administration fee

Paying your service charges

You must have your ten digit invoice reference number. You can then pay your service charge bill by debit or credit card online or pay by phone on 0345 600 0611. If you are a freeholder, and your freehold transfer contains a covenant saying that you must pay service charges, we can only bill you on actual costs. We are not allowed to bill you on the basis of an estimate. Consequently we will only send you a bill in the autumn, once we have calculated the 'actual' charges for the previous financial year. You may pay by any of the methods mentioned above.

Difficulties in paying your services charges

You may experience difficulty in paying your service charge. If this happens, please do not panic as we are here to help. You must contact us as soon as possible when you know you are having difficulty. The quicker you get in touch with us, the more likely it is that we can help resolve this quickly and practically.

There are a number of ways of dealing with difficulties in paying where we can help you such as:

- by agreeing on a payment plan with the Council
- by finding other methods of payment
- by seeking debt advice.

If you do not pay your service charges on time or do not pay at all, we will contact you to remind you that payment is due.

It is really important you contact us if you are finding it difficult to pay as if we do not hear from you; we will have no alternative but to take legal action against you in the county court to recover the debt you owe us.

If the county court has made a judgement order against you we will have a range of options to recover the debt you owe including (but not limited to):

- arranging for your mortgage lender to pay your services charges (this will be added on top of your mortgage payments)
- contacting your employer to deduct the charges from your salary every month until the debt has been cleared

If necessary, we will apply to the court for “forfeiture”. If forfeiture is granted then it is as if the lease never existed. You will lose your home (which will revert back to the landlord), but would still owe any money that you have borrowed against it.

Taking legal action is a last resort and is not an option we like to choose. Taking legal action will add to your financial burden as you will also be required to pay court fees and interest on the debt. It is always best to contact us immediately and co-operate with us to sort out the problem. If your circumstances change that affect you financially, please let us know. If you do not, we will pursue legal action to recover the service charges due.

Challenging the service charge

If you think your service charge bill is wrong, you can tell us what you think is wrong and ask us to check your charges. You can do this either by going to [our contact us webpage](#) or by calling the Accounts team, whose details will be found on your invoice.

Ground rent

If you own a flat or maisonette that was originally bought through the right to buy scheme, you may be required to pay a set annual fee of £10 for ground rent. This is set out in your lease and is collected as part of the service charge. The ground rent may be more than this if you have bought a property in one of our new developments or through an auction sale.

8. Repairs

As a general rule you are responsible for any repairs inside of your home and the Council is responsible for repairs to communal areas of the estate and the structure of the building.

Repairs: your responsibilities

- Paintwork and decoration
 - Flooring (but not floor joists)
 - Walls and ceilings in your home
 - Appliances e.g. cookers, fridges, washing machines
 - Internal plumbing
-

- Internal wiring
- Kitchen fittings
- Bathroom fittings
- Individual boilers, radiators, heating controls
- Doors inside your home
- Lightbulbs and electrical fittings
- Gas leaks inside your home
- Arranging a service for gas appliances
- Extractor fans
- Stopcocks
- Lightbulbs and electrical fittings
- Allowing and removing items such as panelling, kitchen units etc. in order for the Council to repair items that fall within their responsibility such as waste soil stacks, mains pipework etc.

Repairs: our responsibilities

- Communal boilers including all relating pipework whether inside or outside of the home
- Communal doors and windows
- Front entrance doors and frames
- Lifts
- Car parking areas
- CCTV
- Emergency exits
- Communal lighting, video entry systems and intercoms
- Communal smoke alarms, sprinklers, fire extinguishers
- Communal flooring
- Paintwork and decoration of communal walls
- Gutters
- Roof
- Chimneys
- Drains and sewers
- External window frames and glass
- Communal gardens and grassed areas.
- Communal staircases

Please note this is not an exhaustive list. If you need advice or assistance please telephone the Contact Centre or email us at repairs@southwark.gov.uk.

How to report repairs

Any repair for which we are responsible should be reported online by logging into your MySouthwark account and selecting the Housing repairs tab. However, you can also contact our Homeowners Contact Centre on **0800 952 4444**. Please listen to the options carefully to ensure you get through to the right section.

Remember, we only carry out repairs for which we are responsible. If you have repairs for which you are responsible for you will need to find a reputable contractor.

If you need to report, outside of office hours, an emergency repair that is the Council's responsibility we can be contacted on **0800 952 4444, Monday to Friday 5pm to 8am and at any time Saturday, Sunday and bank holidays.**

An emergency repair is when there is immediate danger to you or the structure of the building. In an emergency we will make the situation safe but may need to return another day to complete the full repair.

If you think you may have a gas or carbon monoxide leak, call the National Grid immediately on **0800 111 999.**

If you are experiencing a power cut in your area, call UK Power Networks on **0800 316 3105.**

If you have no drinking water in your area, call Thames water on **0800 714 614.**

If you have lost your gas or electricity supply, you should contact your individual supplier to determine if the issue is with your own supply or your own account.

Communal repairs

To report a communal repair login into your MySouthwark account or you can email us at repairs@southwark.gov.uk.

If you wish to report a block outage (electricity/heating/hot water) online, please check if it's already been reported on the [communal-breakdowns](#) web page.

You can also view the progress of any reported communal breakdown on the same webpage.

When reporting a repair, please be clear about the location such as the nearest door number, floor level or the number on the item (lift number, street lamp number etc.). It's helpful if you attach a photo with your email.

Fix it at home

Many smaller repairs or problems that are your responsibility can be solved without the need to call a contractor. We have a selection of videos that show you how to unblock sinks, change bathroom lights, treat damp and more. To see these videos, visit [Southwark Council](#) and search "Fix it at home".

Engineering services

Boiler or gas appliances

By law anyone working on gas boilers or gas appliances must be Gas Safe registered. Never attempt to do this work yourself, or ask anyone who is not properly registered to do so.

More information can be found at [gas safe register](#)

Any work for installing a new boiler flue must first be agreed by the Council. Any damage caused to the outside of the building will be repaired by the Council at full cost to the resident concerned.

As an owner of an ex-Southwark Council property you can use our contractors to do a gas safety service of your boiler.

What we offer:

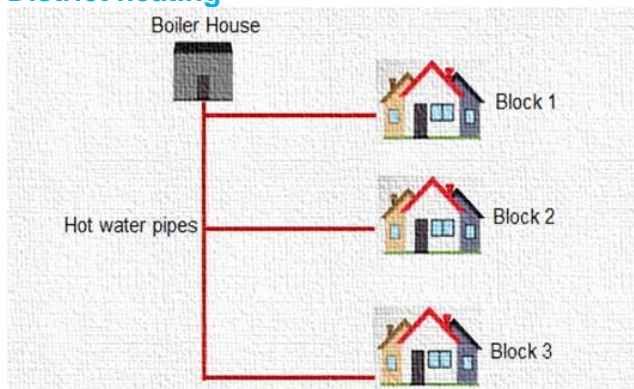
- a safety check and service of your gas boiler to the manufacturers specification
- an inspection of any other gas fires or heaters
- a visual inspection of all other gas appliances
- a Gas Safe certificate will be issued when the service has been done.

For further information on our Gas Servicing please visit the [gas servicing page](#)

Electrical works

Electrical works must meet building regulations. Apart from some minor work, most electrical work must be reported to Southwark Council building control and be completed by an electrician registered with a Government-approved scheme. More information can be found at [electrical safety first](#)

District heating



District heating properties are served from a main boiler house. These pump hot water into the radiators and cylinders in each property.

If a resident has no heating or hot water, it is important to check if this is affecting one or all homes in the block. If there are multiple reports of no hot water or heating, the Council will send an operative to the boiler house to find and repair any faults.

When only one home is affected, an operative will need access to the flat, to find and repair the fault.

If your property is on a district heating system, you pay towards this through your service charge.

We have written a factsheet which can be accessed via the following link: [District heating factsheet](#).

This factsheet for all of our homeowners who are connected to a district heating system. It explains how our district heating systems work, and why in most circumstances, it is the better option for them. At this time, the Council will not usually allow leaseholders to disconnect from their district heating system.

Lift repairs

To report a fault with a lift please ring 020 7525 2600 and an engineer will attend within four hours. If someone is trapped in a lift please ring 020 7403 9271 and an engineer will attend within one hour.

11. Leaks from above

Leaks coming into your property from the flat or area above

Leaks from above are one of the most common issues homeowners and tenants face. Even a small leak over time can cause a lot of damage and can become a costly repair if not repaired quickly. Sometimes it can be difficult to trace where a leak is coming from. It could be the responsibility of the resident above or something for which Southwark Council is responsible for such as gutters, district heating, communal water tanks and leaks from the roof or the flat above.

What to do when there is a leak from the property above you

The most important thing is to try to find out where it is coming from, get access and get the repair done quickly.

If the leak is coming from your neighbour try to speak to them straight away as they may not realise there is a problem. If the water could affect your electrics switch off all your appliances and lights immediately. If possible take a photo of the affected area.

The Council has a dedicated Leaks from Above Team, who deal with leaks that come from another property. They don't deal with any other types of leaks – from the roof for example. If you have a leak from a neighbouring property you can call our contact centre on 0800 952 4444, choosing Option one for repairs and then Option three for leaks from above.

We will make an appointment with you for a plumber to visit both you and the neighbouring property. It is important to note that, if the leak is from another leaseholder's flat, it is the leaseholder's responsibility to ensure the necessary work to fix the leak is carried out as quickly as possible.

In cases where communication between parties proves problematic the Council, where possible, will do its best to provide support to resolve the issue.

If you need to make an insurance claim, you may be asked to provide photographic evidence of the leak and the damage it has caused. Remember you must have home contents insurance in order to make a claim for any damaged furnishings or carpets etc.

12. Major works

Major works are larger items of work we must do as the landlord under the terms of your lease or freehold to keep the building and communal areas in good repair and sometimes can include extensive refurbishment to a whole building or an estate. Common types of works carried out in our major works contracts are:

- renewing or replacing a roof
- window replacements or repairs
- works to the communal electrics or lifts
- door entry phone systems
- external and communal decorating
- upgrades to the communal heating/hot water supply.
- brickwork and concrete work.
- compartmentation

Long-term agreements

We are in the process of renewing our long-term agreements with contractors to carry out work at an agreed rate when that work becomes necessary. The agreed rate is used for any work that might be needed for the length of the agreement.

Consultation is required on long-term agreements that are for more than 12 months, where costs are anticipated to be more than £100 per annum and the tenders that are made available to leaseholders are general rates which don't relate to specific work.

There are no service charge costs under a long-term agreement unless it is used for work or services to your block or estate. Where work carried out under the agreement will cost leaseholders more than £250 a separate notice is required for that work.

Typical examples of long-term agreements include:

- agreements affecting the building generally (e.g. lifts, entry-phone systems, waste management)
- cleaning and gardening
- insurance
- utilities

Procurement

In addition to the agreements described above the Council also has to provide services that are delivered by external contractors i.e. procures services from contractors in a variety of ways. These include:

- partnering contracts with multi-disciplinary building firms chosen through a competitive tender process.
- procuring services through a Framework Agreement (this can be through a mini-competition for example) dependent on the scope of the required works.
- on larger projects (more than £5.3m) we can receive individual tenders through the Government's Find a Tender service which replaced the previous EU restricted tender process.

These tendering and procurement exercises can help to attract a wide range of available contractors to bid for the work and ensure the Council achieves the best value for money for our residents.

How we work out how much you should pay towards the costs

We calculate your share of the costs of major works in accordance with your lease. Your lease identifies the block and/or estate that your property is in and the services that are provided to you, and sets out that you are responsible for paying towards these costs.

Your lease states the Council may adopt any reasonable method for calculating your service charge and may adopt different methods in relation to different items of costs and expenses. Service charges are fairly proportioned between all properties in your building/estate. The Council pays the proportion relating to rent-paying tenants from the rents received. The cost of services to tenants is not subsidised in any way by leaseholders.

Typically, for works to the structure of a building such as roof, windows or external decorations, service charges are based on a unit system. This is calculated by adding four to the number of bedrooms in a property. For example, a bedsit has four units, a one-bedroom-flat five units. The number of units for each block or estate is totalled and divided into the cost to give a cost per unit, and that cost is multiplied by the number of units for each individual property to come to the charge for that property.

This means that the owner of a three bedroom property will pay more for an individual service than the owner of a one bedroom flat in the same block.

For major works contracts where we are only doing works on repairing or renewing items like lifts, door entry systems, water tanks etc. costs are equally proportioned to all properties. The costs relating to estate works such as drainage or lighting are also equally proportioned to all properties. This is because the size of the installation is not related to the size of the property.

The works

The Council currently has an on-going cyclical programme of works to maintain the structure and decency of our homes and estates. You can find out if major works are due to your building by accessing the relevant pages of our website here: [Major works](#)

The Council uses a large stock condition database of information about our buildings, which is continually updated, to help us plan and understand which blocks need what type of works and when we think they will need to be done. By ensuring we have a long term planned maintenance programme, we reduce the need for day-to-day responsive repairs as well as improving energy efficiency and security.

How we consult you about the works we want to do

Putting Residents First

Written with the help of Southwark residents who have first-hand experience of major works, our Putting Residents First commitments comprise a number of standards that apply to everyone involved in major works on your home, whether they work for the council or one of our contractors.

These standards include commitments to holding drop-in sessions for residents to discuss the works that are being proposed, and the opportunity to join a “residents’ project team” to ensure regular resident contact with the team carrying out the works.

During the scheme, we will make sure residents are kept up to date with the progress of the works, including sending out regular newsletters.

At scheme completion we will carry out customer satisfaction surveys to ensure we capture feedback to help us improve.

If you would like to read through our Putting Residents First standards, please visit [Putting Residents First Standards](#)

Statutory consultation

Where works cost more than £250 for each individual homeowner, we have to consult with you in a specific way before the works are carried out. This is done by issuing a Section 20 notice, or notices.

A Section 20 notice is a consultation notice that we have to serve on leaseholders for work where we'll charge you more than £250. Section 20 notices are also served for long-term agreements where we may charge you more than £100 per year (see below). Notices are served under Section 20 of the Landlord and Tenant Act 1985.

Most section 20 consultations are carried out in two parts. The first part, the notice of intention, will contain:

- reason(s) for carrying out the work
- a description of the work
- an invitation to comment on our proposal
- in some cases the opportunity for you to nominate a contractor to tender for the work
- the opportunity for you to view relevant documentation relating to the proposed scheme

The second part, the notice of proposal, will contain:

- the estimates received for the scheme
- your estimated service charge
- a breakdown of costs related to your block or estate
- an invitation to inspect the contract documents

Further details of the statutory consultation requirements can be found via the following link:

[Consultation legislation](#)

[Section 20b notices](#)

After your Section 20 notice, you may also receive a Section 20b notice. We serve Section 20b notices to tell leaseholders the amount we've spent so far on a major works contract where the final cost adjustment hasn't yet been made.

Notices are served under Section 20b of the Landlord and Tenant Act 1985. The reason Section 20b notices are served is because the Act limits service charges by imposing a time limit on the making of a demand.

Notices are served under Section 20b of the Landlord and Tenant Act. The act can be found via the following link [Landlord and tenant act](#)

[Invoicing of major works](#)

Your lease states that you have to pay any charges due for major works before we have all the full and final costs so we send you an invoice of estimated costs for the works that you have to pay. This is usually on the next billing date after the Section 20 process has completed. This is usually in the following February.

When the work is completed and the final costs are agreed, charges are calculated again and your service charge is adjusted to reflect the actual cost of the work carried out. If the costs are lower than the estimated costs, you will be refunded accordingly.

Payment options

We recognise that the major works invoice can be substantial and have a number of payment plans available for the estimated invoice, depending on whether you are a resident or non-resident leaseholder.

Monthly instalments

Both resident and non-resident leaseholders may pay over 12 equal monthly instalments by setting up a standing order. No interest will be charged. Payments cannot be made by direct debit.

If you are a resident leaseholder and you wish to pay over a longer period, still interest free, you may do so over a maximum of 36 equal monthly instalments. However, you must start paying as soon as you receive your invoice or this option will not be available to you. If the bill is more than £7,200 resident leaseholders may apply for an extension of the 36 months interest-free period to 48 months.

If you fail to make an agreed monthly payment you will receive a reminder letter. If you contact us straightaway, we will normally reinstate the payment plan either requesting that you make the missed payment before reinstating the plan or setting up the monthly plan with a higher monthly figure to ensure all the payments are made according to the original schedule.

The extended interest free payment schemes are restricted to resident leaseholders only. In those instances where leaseholders occupy an alternative dwelling as their principal home, the statutory and contractual repayment requirements as set out in the lease will apply; but there is the option to apply for a discretionary loan, using the contact details on the invoice. The major works final account invoice is payable within 30 days as shown in your lease. Please contact your accounts officer if you will have difficulty paying this.

Service charge loan

You may apply to the Council for a service charge loan. This is effectively a mortgage on the property which can be repaid over a term of up to 25 years. Interest will be charged on the loan. We will charge an arrangement fee to cover our legal, valuation and administrative costs, but this can be included in the loan. To obtain a quote for a service charge loan please go to: [Service charge loans](#)

You may also approach your existing lender or any other finance company for a loan.

Please note that you could lose your home if you do not keep up with repayments.

Equity share

We offer additional ways to help you pay major works service charges. We can offset major works service charges by taking an equity share in your property, either by way of a shared ownership lease (equity share scheme under s309), or by way of legal charge (equity loan scheme under s308). In both cases we need to do a valuation of the property to see what the works cost as a percentage of the value. To take up this option please contact the collections officer mentioned on your invoice.

13. Building insurance

If you're a leaseholder we are usually responsible for arranging your buildings insurance, covering the structure and communal parts of the building. If you pay for buildings insurance in your service charges then you'll be covered under this policy.

What's covered:

The policy includes cover for the structure and communal parts of the building for damage caused by:

- fire, explosion lightning or earthquake
- smoke
- riot, civil commotion, strikes, labour or political disturbances
- malicious damage
- collision by aircraft, other aerial devices, any vehicle (or articles dropped from them) or animal
- storm or flood
- escape of water from any fixed tank, fish-tank, pipe or appliance and damage caused to such by bursting or freezing
- falling trees or branches (and removing any fallen trees or branches which cause damage to the buildings) or telegraph poles or lampposts
- theft or attempted theft
- subsidence or ground heave of the site on which the buildings stand, or landslip
- leakage of oil from any fixed oil-fires installation including smoke and/or smudge damage arising from defective vaporisation
- breakage or collapse of television or radio signal receiving apparatus

You're not covered for day-to-day maintenance or repairs that are caused by wear and tear.

For more detail of what is and is not covered you can download the full insurance policy document on the following link [Protector insurance policy document](#)

If you can't live in your property due to damage covered under the policy please contact us.

During office hours: Contact the insurance officer on 020 7525 7660.

Outside office hours: Contact Protector on their emergency number 0161 823 1912.

If you need to report a repair to the communal areas, contact the housing repairs team at repairs@southwark.gov.uk

You can request a copy of the insurance certificate via the following link

[Request copy of insurance certificate](#)

If you just need the details of the policy they are:

- insurer: Protector Insurance
- policy number: 3144381
- start date: 1 April 2023
- end date: 1 April 2024

The sum insured will vary from property to property. If you need to know the sum insured for your property please request a copy of the insurance certificate, which will include the sums insured.

If you have any queries concerning the progress of your claim you can telephone the claims team on 0800 026 1841.

Contents insurance

Your service charges don't provide cover for your contents so we strongly advise you to get contents insurance.

We provide a [home contents insurance scheme](#) (pdf, 221kb), on a new for old basis, which has been specially designed for tenants and leaseholders.

We're not responsible for loss or damage to your belongings, including that caused by other residents.

14. Extending your lease

The Leasehold Reform, Housing and Urban Development Act 1993 allows owners of properties bought under the Right to Buy or the Social Homebuy scheme to extend the length of their lease by 90 years. The additional years will be added to the outstanding term of your lease.

As a lease gets shorter the value of the lease decreases and it becomes more expensive to extend the lease. This is why it is often a good idea to increase the term of the lease. In addition it may be difficult to sell a property with a short lease because mortgage lenders may be reluctant to lend money on such properties.

We strongly advise that you seek legal advice before proceeding with any lease extension.

To extend your lease, you must:

- a) have owned the lease for more than two years, if you wish to use the Statutory Route
- b) not be a commercial or business tenant
- c) now own 100% of your property if bought under the Social Homebuy scheme
- d) have a lease that the Council will allow the extension of (if you are not the freeholder).

The cost of the extension to your lease will be provided by our property team. We are unable to provide you with a cost before you submit an application and pay the administrative fee. However, you may want to use the link below which can give you an estimate of how much it would cost:

Lease Extension Calculator

(Please note that the link above is provided for your information and convenience only. Southwark Council has no control over the contents of this linked website and is not responsible for the website, its content or availability.)

On completion, 90 years will be added to the current unexpired term of the lease and your new lease will include:

- a peppercorn ground rent (i.e. no ground rent) for the whole of the term (the 90 years plus your unexpired term); and
- be on the same terms as the existing lease, subject to minor modifications and certain statutory exclusions and additions:

Modifications – this will allow us to take account of any existing alterations to the flat, since the grant of the existing lease, or to remedy a defect in the lease. If there have been alterations to the property, a new lease plan may be required along with a retrospective application of consent (at an additional cost to you). Please note this would require a new permission application from you and we would only be able to proceed with the lease extension after the alterations application is completed. If you wish to inform us or make alterations, please email hsg.conveyancing@southwark.gov.uk for the further advice.

Exclusions - since the Leasehold Reform, Housing and Urban Development Act 1993 ('Act') provides a right to perpetual renewal of the lease; any existing clauses relating to renewal, pre-emptions or early termination are to be excluded.

Additions - a requirement not to grant a sub-lease of sufficient length so as to confer on the sub-lessee a right to a new lease under the Act.

The Landlord's redevelopment right - the new lease must also contain a clause giving the landlord the right to repossession of the flat for the purposes of redevelopment. This right does not arise until the end of the term of the existing lease (for example the initial 125 year lease) and is subject to a court application. Should a court order be awarded in favour of the landlord, compensation is payable to the leaseholder for the full value of the remaining 90 years.

Fees

For further information including fees and how to get the lease extension process started please visit:

Extend your lease

You will be responsible for the Council's fees whether you complete the sale or not. These fees will include administration fees, valuation fees and legal costs.

Please note that all other outstanding bills (Major Works, service charge etc.) also need to be paid in full before a lease extension can be granted.

If you own an underlease house or underlease flat, please [contact us](#) for more information as the criteria will differ from what is set out above.

15. Buying the freehold of the building

If you own a leasehold flat, you have the right under the Leasehold Reform, Housing and Urban Development Act 1993 to buy the freehold if you meet the criteria set out in the act. The benefits of buying the freehold are:

- you will become the landlord and decide how to manage the building so for example how and when you do repairs to the building.
- there is no need to worry about your lease term reducing and associated extension costs.
- often people looking to buy a leasehold property consider it more desirable where they also can have control of how the building is managed.
- the value of your property usually increases when you own a part or all of the freehold.

You will be taking on

- building insurance

- planning structural repairs and maintenance
- if you own 100% of the freehold you will provide leasehold services for your fellow leaseholder, e.g. structural repairs and maintenance, service charge billing and collection
- if you share the freehold with your neighbour, you will be jointly responsible for the tasks listed above.

How to buy the freehold to your home

There are two options: The Statutory route (known as Collective Enfranchisement under the Leasehold Reform, Housing and Urban Development Act 1993) or the Council's Voluntary route.

For more information on the statutory route, please visit the Lease Advice website: [Collective Enfranchisement – Getting Started](#)

For more information on how to apply under the Council's Voluntary route, please visit our [buying the freehold](#) webpage.

If you own an underlease house or underlease flat, please [contact us](#) for more information as the criteria will differ from what is set out above.

16. Right to manage

If you or your neighbours (including secure tenants) are interested in managing your housing estate, you have the right to do so and you can set up a Tenant Management Organisation (TMO) for that purpose.

Each TMO has its own legal contract with us, known as a management agreement. This agreement outlines what services the TMO is responsible for and what services the Council is responsible for.

TMOs usually operate as a Community Benefit Society (formerly known as an Industrial and Provident Society) or as a company. We fund TMO services and provide them with their own local offices. TMO's employ their own staff to provide housing management services for their residents.

For more information please visit our [housing getting involved webpage](#).

17. Buying unused areas or space in your building

You may live in a house or a block where you have identified a small piece of land, a loft space, laundry room or garden that is not in use and is still owned by Southwark Council.

As the landlord we have discretion to sell these assets if they are not being used and if they don't have any services or pipework etc. situated in them that we need access to. Selling off these unused areas is also known as an ad-hoc disposal.

If you identify something you think might not be in use and you are considering buying then the Council will need to carefully consider the following:

- if any other person, leaseholder or property owner has rights or needs access to the area
- if the area contains any shared services or facilities
- if the Council needs to access the area to undertake its maintenance or repair obligations

- if the area is one that the Council wishes to include in a regeneration project
- if the area is immediately adjacent to your property
- if there is planned maintenance of development of the area.

At this point you should have a clear idea of why you want to buy the area. For example, if it is a loft space, do you want to do a loft conversion when you own it? Any changes you want to make have to have our approval first as they may be a breach of your lease/transfer. Even if you get planning permission or building control approval, you may still not be able to make the changes. If you also wish to make changes to the land / space once purchased, you will need to submit a [Permission to alter](#) application simultaneously.

How much does it cost?

There are a number of fees which are payable at various stages of the process. The costs involved in an application for buying unused areas / space are as follows:

- application fee payable upon submitting an application
- valuation fee which is payable if it is agreed the asset can be sold
- survey fee for a new lease plan (if applicable), payable once a premium has been agreed
- the Council's legal fees + VAT + disbursements. Disbursements include costs that our solicitor will incur as part of the transaction and may include Land Registry title search fees, sealing of documents and other office costs.

Please note that our solicitor's fees are subject to change depending on the date of instructions to our solicitors to complete the transaction. These costs do not include any premium payable for the asset. In addition, you will also be responsible for your own legal fees.

For information on fees and how to apply

Our Residential Conveyancing and Compliance Team manage all applications. To make an enquiry, please [contact us](#).

You need to give us as much information as possible about the area you want to buy, ideally with photos and a sketch of the area and the approximate size and whether the area is currently accessed by either Council staff or anyone else.

Assessment of your application

Initially, the Residential Conveyancing and Compliance Team will assess the area you want to purchase and determine whether we have enough information to make further enquiries. Upon receiving your application and payment we will then respond to you within 10 working days.

Once this has been reviewed we will contact you to advise whether we require any further information or whether the application can proceed to the next stage.

Depending on what you want to buy, your application will then be sent to the following teams to make comments to see if they have any reasons why the sale could not go ahead:

- regeneration team and hidden homes team
- repairs department

- residents' services at our area housing offices or Tenant Management Organisation (TMO).

Part of this process will be an inspection visit on site, so the inspectors can provide us with a report and make their recommendations.

If there are no objections at this stage we will then contact you and advise that the disposal can proceed. If there are any objections and the sale cannot proceed we will write to you and tell you why.

Once your application has been approved

Once your application has been approved, and you wish to proceed, we will instruct the property department to arrange for the area to be valued by one of our surveyors.

Once the valuation has been carried out you will receive an offer letter which will set out the premium payable and any conditions.

Once you have accepted the premium and terms of sale, the surveyor will prepare a Delegated Report and provide this to the Residential Conveyancing and Compliance Team. A Surplus Declaration will then be obtained by the relevant Directors, formally authorising the disposal of the asset.

Final purchase

When we have final approval from the Directors, we instruct our solicitors to prepare a Supplemental Lease or Transfer and complete the sale. A plan of the area will be required, which will in most circumstances be drawn up by the Council. If you are required to obtain a new lease plan, you are not obliged to use the Council's contractors. However, you will need to ensure the lease plan is Land Registry compliant.

If you wish to use the Council's contractors, we will instruct our contractor to attend and inspect the property. Once a new lease plan has been submitted, we will be in a position to instruct our solicitors to complete the transaction. We will need your solicitor's details in order to instruct the purchase for completion.

Once we have instructed our solicitors, they will liaise with your solicitors to complete the purchase. If you experience any delays, make sure you contact your solicitor in the first instance to ensure there is nothing outstanding at their end before you chase us for an update. You become liable to pay our solicitor fees once we have instructed, regardless of whether the sale completes or not.

Our solicitors will prepare a supplemental lease of the space which will run concurrently for the unexpired term of your current lease. Or, if you are a freeholder, the land may be sold on a leasehold or freehold basis. If you are purchasing a loft and intending to convert the space, while the Council will remain responsible for the repair of the roof and its structure, the full costs will be charged back to you, as we are unable to pass on increased costs of repairs and maintenance arising from works completed.

What if I want to make alterations or develop the area I have bought?

If you would like to make alterations to the area following a successful purchase, you must also apply for consent from the Council via our Permission to Alter process. Both applications will run simultaneously.

You must not begin any alterations to the space until your purchase has completed and the Council's Consent in Principle for the alterations has been issued. If works begin without Consent in Principle you will be in breach of your Lease or freehold covenants and the Council may need to initiate legal action where required. To submit an application for consent, please submit a [Permission to Alter](#) application via our website.

Please note that the application for consent will take further time to consider.

If you require further information on the Permission to Alter process, please [contact us](#).

18. Making alterations to your home

If you are a leaseholder and Southwark Council own the freehold of your building, or if you are a freeholder residing on a Southwark Council Estate, then you must obtain consent from Southwark Council before making certain alterations to your property. Please check the terms of your lease / freehold transfer. If you have already started or completed alteration work without applying for our consent, then you will need to apply for retrospective consent. Applications can be submitted online via our website, and our Guidance Notes set out the Council's current policy and process for obtaining permission: [Making alterations to your home](#)

If you are unsure if you require consent for your alterations, please [contact us](#) as soon as possible to discuss further. Completing alterations without obtaining consent may result in you having to reinstate the work and/or be subject to breach of lease / breach of transfer proceedings.

19. Selling your Property

Pre-assignment information

If you're a leaseholder and selling your home, you or your solicitor may be asked to obtain pre-assignment information from us. This is a standard pack of details about your property, including any planned major works. The pre-assignment pack can also be used by your solicitor to complete the Law Society LPE1 form. Further details can be found in this link [Pre assignment information](#)

What happens about service charges when you sell your property?

The Council will expect all service charges to be paid up-to-date on completion of the sale. You will need to bear in mind that all charges are first issued as estimates, and that eventually an 'actual' charge will be issued. This can be lower or higher than the estimated charge.

You will need to agree with your buyer who will be responsible for any additional charge, or receive the benefit of a credit. Similarly, if you sell part way through the year, it will be up to you and your buyer to agree how any outstanding amounts of annual service charges are apportioned.

Failure to pay a service charge constitutes a breach of the lease. Although an actual service charge debt cannot be passed on from one leaseholder to another when a property is resold, the new leaseholder will be liable to 'remedy the breach' should there be any such debt. In other words the new leaseholder would either have to pay any outstanding charges, or take action against the previous leaseholder to ensure that they do so.

The person you are selling your property to may want details of the outstanding arrears on the service charge accounts and whether it is anticipated that there will be any major works carried out in the foreseeable future for which they might have to pay. They might also want details of the buildings insurance, the construction of the block and other information about the block and estate. For such queries please contact our Pre-Assignments team by using our online form [Pre assignment team contact form](#)

What happens if you are disputing a service charge when you want to sell your property?

The Council expects any arrears of service charges to be paid on completion of the resale but, it does acknowledge that there are times when a service charge is being disputed and a leaseholder or freeholder is reluctant to make payment.

In these circumstances, and in order not to interfere with the process of the sale, the Council is sometimes prepared to agree to a retention being held by either solicitor to pay the charge once the dispute has been resolved.

Please note that the Council will normally insist on the full amount of the disputed charge being retained, regardless of what you believe the outcome of the dispute is likely to be. The buyer's solicitor would probably insist on this as well.

Right of First Refusal

If you're the owner of a leasehold or freehold property originally purchased from Southwark Council under the [Right to Buy](#) or [Social Homebuy](#) Scheme, you're required to offer the council the 'right of first refusal' to buy your property if you wish to dispose of the property within 10 years of the original purchase. This legislative requirement is included in the [Housing Act 1985](#) and is also a condition in your lease/freehold transfer agreement.

You must first offer the council the right to buy your property before agreeing any sale on the open market. It's very important to follow this process. New owners will not be able to formally register their legal ownership at HM Land Registry without the council's written consent that the restriction was complied with.

To apply for the Right of First Refusal, [contact us](#) for an application pack.

When we receive your application, we'll contact you within 10 working days. The council have 8 weeks from the date of your application to either accept or reject your offer. However, we aim to provide a decision as soon as possible and usually within 10 working days.

In some circumstances the Council may offer to buy back your home. If it was originally bought under the Right to Buy or Social Homebuy schemes, and you are experiencing financial hardship we may buy it back under the Buy Back scheme should we have funding.

Under the terms of this scheme, following completion of the buy-back you will become a secure tenant, and be able to remain in the property paying rent to the Council.

The number of properties the Council may repurchase in this way is limited by our annual budget. So even if you think that you may qualify for the scheme, we cannot guarantee that we will buy back your property.

If you want to find out more, [contact us](#)

Exempt Disposal

Some property sales or disposals within the first 10 years of a Right to Buy or Social Homebuy sale are not required to follow the Right of First Refusal or Discount Repayment process - these are called exempt disposals.

You should contact your solicitor as soon as possible to find out if your proposed sale/transfer is exempt under the [Housing Act 1985](#).

To apply for an Exempt Disposal, [contact us](#).

Freehold properties

If you own an ex-Council freehold property situated on a Council Estate, your Freehold Transfer will include a requirement to give the Council 14 days' notice of any transfer. The buyer will also be required to enter into a Deed of Covenant. This is an agreement that the buyer will agree to abide by the terms and conditions laid out in the Freehold Transfer, including the liability to contribute towards estate service charges.

Once a sale / transfer has been agreed, the buyer's solicitor should contact the Residential Conveyancing and Compliance Team by emailing HSG.Conveyancing@southwark.gov.uk to commence the Deed of Covenant process.

It is important to ensure that the buyer completes this process, otherwise you will continue to be invoiced for estate services and receive communication from the Council. Once the requirements have been satisfied on completion of the sale, the Council will update the freehold account accordingly, and provide the buyer's solicitor with the consent required in order for the transfer to be registered at Land Registry.

20. Renting out your property

If your property was originally sold under the Right to Buy scheme, you can rent it out without needing to ask for the Council's permission. However, you are strongly recommended to ask your tenant(s) to sign a deed of covenant requiring them to abide by the terms of the lease in the same way as you have to. Your solicitor can advise you about this.

You should also tell the Council your correspondence address, or who the managing agent for the property is, if you appoint one. This is so that we can make sure that you receive invoices, Section 20 Notices or other information you need to have. Remember, whatever the terms of your agreement with your tenant(s), you are still the leaseholder and so still legally responsible for all charges being paid, and for the terms of the lease being adhered to. Please also remember to inform us should you change your correspondence address or managing agent. To inform us of these changes please complete the form via the following link [Tell us about a change form](#)

If your property was originally sold under Social Homebuy you may not rent it out unless you own 100% of the equity.

If you have a mortgage on your property, you must also get permission from your mortgage lender before you decide to rent. Failure to get permission could result in the loss of your home and or surplus charges added to your mortgage.

When you let your home, you effectively become a landlord to your tenant. As a landlord you will have certain responsibilities to your tenants and your property. These responsibilities do not replace your responsibilities in your lease but act as additional duties/obligations.

Your responsibilities as a landlord

You must:

- keep your property safe and free from health hazards
- provide an EPC (Energy Performance Certificate) for the property
- check your tenant has the right to rent your property
- protect your tenant's deposit in a government approved scheme
- make sure all electric and gas equipment are installed safely, serviced and certified by a registered engineer
- install and test all smoke alarms and carbon monoxide alarms
- provide your tenants with a copy of the 'How to rent' checklist
- pay income tax on your rental income
- pay class 2 National Insurance if renting your property counts as running a business
- inform your landlord (Southwark Council) and your mortgage lender when the property is no longer your main residence
- continue making payments if you still have a mortgage

Short-term lets

The lease does not stop you from subletting your property to other people. However, it doesn't allow you to let your property out on short-term let such as Airbnb or a holiday let.

If we find out you are using your home for short term lets we will take legal action against you as you are in breach of your lease.

Houses in Multiple Occupation (HMO)

The legal definition of a House in Multiple Occupation (HMO) is extensive, but a brief definition is a dwelling that's occupied by three or more people in two or more households (families), who share at least one basic amenity (kitchen, bathroom or toilet). If you wish to let your property out as an HMO you will need to apply for the relevant licences and permission. Please visit the following link for further information

[Property licensing info](#)

Landlord insurance

If you rent or are intending to rent out your property, you may want to consider Landlord Insurance. It is not compulsory but it might be worth looking into for additional coverage. This type of insurance does not replace your contents or building insurance but works alongside them. It covers items most of which are

included within both insurance types but also covers incidences and items which would impact you as a landlord.

There are many other coverage items to choose from but the more items you choose, the more it will cost. It is a good idea to compare your landlord insurance alongside your contents insurance and our building insurance policy to ensure you are not paying twice to cover the same item.

21. Safety in your property and building fire safety team

Gas safety

All property owners, including leaseholders, are legally responsible for ensuring their gas fittings and appliances are safe and in good working order.

If your gas appliance has not been checked for 12 months or more, you could face deadly consequences and will also be in breach of your lease. You must have it inspected and serviced annually by a registered Gas Safety engineer. You must also be able to provide evidence that your gas appliances are in a good condition and safe to use. Once your appliances have been tested and are certified as safe you will be issued a Gas Safety Record (CP12 certificate). This must be kept for at least two years as copies (or the original) may be requested by the Council at any time.

If you let your home, you are still responsible for the arrangement of the annual gas safety check. You must send a copy of the certificate to the tenant as soon as possible. If new tenants are to move into your home, the check must be done prior to them moving in otherwise your home will be deemed not safe for occupancy and the tenants will not be able to move in. If you used an agent to secure your tenants or manage your home, they will also require a copy of the certificate to keep on their file.

If you think you smell gas either in your home, in the common areas or outside your block call the National Grid on **0800 111 999**. It is free and open 24 hours a day.

An engineer will be sent to make sure that the property is safe. National Grid aims to attend all uncontrolled escapes within one hour and all controlled escapes within two hours.

Fire safety

As the landlord, we are responsible for ensuring that the block is as safe as possible in the event of a fire.

As the landlord it is our duty to ensure that:

- fire risk assessments are undertaken in every block to identify fire risks.
- fire doors, emergency lighting and other fire safety precautions are tested regularly and working.
- appropriate fire safety signage is provided to the block.
- fire detection equipment and smoke ventilation equipment is installed where necessary.

Fire risk assessment

The Regulatory Reform (Fire Safety) Order 2005 requires a fire risk assessment to be carried out in blocks of flats or a building containing common parts shared by two or more properties.

The assessment evaluates the risk to people from fire, taking into account existing fire safety measures and recommends actions for additional measures as necessary. The assessment only covers the communal areas of the building and includes your front door which Southwark Council is responsible for (in most cases, this will need to be a fire rated door).

Your responsibility is to ensure:

- that you comply with the management policy for your building.
- your refuse must be disposed of in the correct way and placed in the correct refuse areas (i.e. bin storage).
- service cupboards are to be kept clear at all times.
- no burning of any kind (including fire bins (incinerators) BBQs or bonfires).
- no flammable gases or contained gases are in your home or common areas (including sheds and garages). Medical gases such as oxygen cylinders are exempt but must be declared.

You can find more information on fire risk assessments via the following link

[Fire risk assessments for council owned properties](#)

What to do in a fire emergency

Ensure that you know how to get out of your building in an emergency by learning the escape routes and exits

For purpose-built flats the following is recommended:

If a fire breaks out in your home

- if you are in the room where the fire is, leave straight away and close the door behind you.
- do not stay behind to try to put the fire out.
- tell everybody else in your home about the fire and get everybody to leave. Close the front door and leave the building.
- do not use the lift.
- do not use a balcony unless it is part of the escape route from the building.
- call the fire and rescue service on 999 telling them clearly the address where the fire is.
- do not end the call until the fire and rescue service have correctly repeated the address to you and have confirmed it is ok to end the call.
- the fire and rescue service cannot help if they do not have the full address.

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

- it will usually be safe for you to stay in your own home.
- if you feel it would be safer to leave your home and the building, do so using the nearest or safest route.
- you must leave your home if smoke or heat affects it. Close all doors and windows.
- call the fire and rescue service on 999 and tell them why you have left your home.
-

Fire prevention

There are measures and processes we follow to help reduce the risk of fires occurring within the communal areas.

These include:

- conducting regular fire risk assessments
- implementing a 'No Smoking Policy'. There is to be no smoking at any time within the communal areas (hallways, stair cases, lobby, and lift).
- carrying out regular inspections.
- closely monitoring maintenance activities.
- carefully choosing the types of materials and paints used for repairs and major works.
- installing fire doors to prevent the spreading of a fire with the aim of keeping the fire contained as much as possible.
- considering the most appropriate approach to the management of the communal areas.

Where parking has been provided, make sure that your car is parked within the marked bays and is in accordance with the parking restrictions. Do not park in box junctions, on double yellow lines or obstruct pavements, gates, access for emergency vehicles or any service cupboards (i.e. lift maintenance cupboard, gas or electric intake cupboard).

Bicycles must be stored in the designated bike storage area. If your block does not have such an area, your bike must be kept within your property or outside the building. You must ensure that it is not causing an obstructions.

Barbecues are not allowed within common areas (staircases, hallways, foyers, walkways and communal gardens). Residents with private gardens may be permitted to use a charcoal or wood fuelled BBQ within their own private garden space. This is dependent on the conditions of your lease. There may also be exceptions where external storage has been provided, such as a garage or storage unit. You will need to refer to your lease for further information.

Not adhering to the above could have a detrimental effect should a fire occur. This list is not exhaustive and Southwark has the right to request immediate removal of any items that may pose a risk

Carbon monoxide detectors

Carbon monoxide is an invisible, odourless and tasteless gas. Breathing it in can make you unwell, and it can kill if you're exposed to high levels.

This poisonous and deadly gas occurs when gas appliances have not been fitted correctly, have not been well maintained/ serviced or have a lack of ventilation.

In the home, there are several appliances that can produce carbon monoxide. These include:

- boilers
- gas cookers and stoves
- furnaces
- water heaters
- gas or kerosene heaters
- charcoal Grills
- wood stoves.

Although carbon monoxide is an invisible gas, there are visible signs that you can look out for, such as:

- pilot light often goes out
- yellow or orange coloured flames – a gas fire always produces a blue flame when the gas is burned fully
- fumes or smoke in the home
- heavy condensation in the room where the appliance has been installed
- brown or yellow coloured soot stains around the appliance
- fallen soot in fireplace

If you see any of these signs or feel that an appliance is not working correctly, do not use the appliance and arrange for an engineer to visit your property to do an assessment.

The best course of action to detect carbon monoxide leaks is to install a carbon monoxide alarm. They are readily available in many home improvement shops and supermarkets and are very affordable. For best accuracy, the alarm is better placed near the gas appliances; for example above the boiler and in the kitchen close to the cooker or stove.

If you let, or are intending to let your property, you have a legal responsibility to have carbon monoxide and smoke alarms fitted within your home. The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 requires that a private sector landlord must have at least one smoke alarm on each storey of their property, and a carbon monoxide alarm in every room containing a solid fuel burning appliance (such as a gas cooker). The alarms must be tested on the first day of every new tenancy. Failure to install alarms and to have proof of testing will result in a fine up to £5,000.

22. Where to get help if you are not happy about something

The following services can be contacted if you are unhappy with one of our services:

Repairs Resolution team

The repairs resolution team answers stage one complaints for the repairs and maintenance, and engineering services. If you remain dissatisfied with the service you have received with repairs and maintenance you can make a stage one complaint which will be dealt with by our repairs resolution team.

Formal complaints

We want to provide excellent services and deliver those services right first time for our customers. Where we fail to do so we expect officers to take ownership, take the matter seriously and work with customers to resolve any issues. There may be times, however, when customers feel we have let them down so if you need to make a complaint please refer to the following link for information [Making a complaint](#)

Housing ombudsman

If you are unhappy with the way we have handled your complaint at the end of the review stage, you can contact the housing ombudsman via the following link [Housing-ombudsman](#)

The housing ombudsman considers complaints made about local authority services in their role as landlords. This is a free, independent service that investigates complaints against councils. You can complain to the ombudsman at any time but they will only usually investigate if you have already been through our own complaints procedure.

Please note that the Ombudsman cannot deal with complaints where you have a legal remedy, and may refer you to court or the First Tier Tribunal.

Arbitration

Southwark Council is one of the few social landlords to offer a free binding arbitration service available to both tenants and leaseholders. There are separate rules for each.

The arbitration process has been designed to enable the tribunal to act independently and has proved to be a quick and easy way to resolve housing related disputes between its tenants and homeowners and the Council. In order to be eligible for arbitration, an applicant must have first exhausted Southwark Council's formal complaints process prior to a case being heard by the arbitration panel.

Tenant and leasehold arbitration

- for homeowners the tenant and leasehold arbitration panel deal with disputes relating to the standard of works
- breaches of lease/covenant
- poor delivery of service relating to the Right-to-Buy process.

The panel is formed of elected members/councillors, a leaseholder, independent chair arbitration officer and an external legal representative.

The arbitration panel is unable to consider issues relating to:

- any issues of law or contractual issues in relation to the provision and obligations imposed under the lease
- disputes relating to major works invoices
- any service charge that is currently subject to legal proceedings
- any service charge that has previously been referred for legal proceedings or has been previously determined by the court, First- tier Tribunal, or its predecessor the Leasehold Valuation Tribunal, or the Upper Tier Tribunal

Homeowner service charge arbitration panel

The panel was established in 2017 to support homeowners where they are in dispute regarding their service charges from 2014/2015 onward.

The arbitration panel can hear disputes relating to:

- whether the amount of the annual service charges is reasonable
- the quality of any works or services, whether they were satisfactory and of a good quality and whether the payment requested was appropriate
- whether the works carried out were necessary

The arbitration panel is unable to consider issues relating to:

- any issues of law or contractual issues in relation to the provision and obligations imposed under the lease
- disputes relating to major works invoices
- any service charge that is currently subject to legal proceedings
- any service charge that has previously been referred for legal proceedings or has been previously determined by the court, First- tier Tribunal, or its predecessor the Leasehold Valuation Tribunal, or the Upper Tier Tribunal.

If you would like to find out more information regarding our arbitration service please email: arbitration@southwark.gov.uk

23. Getting involved

We recognise that by listening to your views and involving residents we will be able to keep improving our services. There are several opportunities to get involved.

Tenants' and residents' associations

A tenants' and residents' associations (TRA) are a group of people in the same area who have got together to look after their local interests. We will formally recognise a TRA as long as all tenants and residents living on the estate or in a defined area can join and it has a set of rules (called a constitution) in line with the model constitution that we recognise.

Recognised TRAs are entitled to:

- receive funding from us
- training in relation to committee roles and responsibilities
- be represented at their local area housing forum, and
- be consulted on matters affecting the local community

TRAs hold regular meetings and represent their members' interests. They often hold social events, which can be a good way of getting to know your neighbours. To find out if there is a TRA in your area, contact Resident.Participation@southwark.gov.uk, giving your name, address (including postcode), and contact details. If there isn't a TRA, in your area, why not get together with your neighbours and start one? Again, contact Resident.Participation@southwark.gov.uk, and help will be offered to set up a TRA. The strength of your TRA and how much it can influence decisions will depend on people like you getting involved.

Local housing area forums

There are 5 Local Housing Forums in Southwark – North East, North West, Central East, Central West and South. These forums provide an opportunity for residents who may not have a TRA in their area to find out what is happening in relation to council housing in the borough and to ask questions of officers. The Forums meet once every 3 months and the agenda is set jointly by the elected forum Chair in partnership with the council. For more information please visit the link to our web page [here](#):

Homeowners Forum

The Homeowner Forum is made up of homeowners elected to this body at each of the 5 Local Housing Forums. The role of the Homeowner Forum is to provide feedback to the council on matters of policy and practice relating to homeowners (service charge construction, service standards, major works programmes, for example) and also to raise matters of concern for investigation and reporting back by the council.

Homeowners' readers' panel

Southwark Council produces a range of information for homeowners as well as online tools. We need to know if they are:

- clear
- useful
- easy to read
- well-designed

Our readers' panel is one way you can tell us what you think. Anyone can join, all you need to do is be on our readers' panel list and have an email address. Then when we need to get feedback on something we want to update or send out we send the draft to you and others for your views. We don't expect to contact you that often and it's a great way of being involved. If you are interested then please email Readerspanel@southwark.gov.uk

Go on estate inspections

Resident Services Officers carry out estate inspections every month. Dates and times of inspections should be displayed on the estate notice board. The estate inspections monitors how well the communal areas are cleaned, and whether any communal garden areas are being maintained by the ground maintenance teams. If you want to get involved, contact your Resident Services Officer or designated customer contact point to find out more about this: the more you join in the better your services will be.

Online Panel

The council operates an online panel, the purpose of which is to enable residents – including homeowners – to participate in one-off consultation and engagement exercises, rather than commit to being involved in an ongoing structure (e.g. a tenant and resident association). Homeowners can register to join the online panel, giving name and contact details, details of specific areas of interest, and availability to participate. The council then uses this data to contact residents and invite them to participate in what are usually small-group, one-off projects. Recent examples include a focus group on estate cleaning, a task and finish group on homeowner insurance procurement, and a resident working party on rent arrears control. You can subscribe to the online panel by clicking on this: [Link](#)

24. Glossary of Terms

Block

The block is the building (as described in your lease) for which you are responsible for paying your share of the costs.

Breach

A failure to do something that you are responsible for as mentioned in your lease.

Communal areas

Parts of the building/estate/grounds shared with other residents and not specifically granted to the leaseholder in the lease, but to which there are rights of access.

Covenant

A promise, contained in a deed to land. The land may be subject to a covenant which affects or limits its use.

Enfranchisement

A legal right to buy the landlord's/Council's interest in the property, usually a right to buy the freehold.

Freehold

Absolute ownership of the property and the land it is on

Head lease

A lease held directly from the freeholder. This is usually a superior lease over a building. Out of this head lease subleases are granted. The common scenario is a head lease over a building containing flats which in turn grants subleases to individual flats in a building.

Lease

The lease is a legal contract containing both your rights and obligations as leaseholder and the Council's rights and obligations as freeholder.

Major work

These are major works of repair, maintenance or improvement to your building or any other premises that your landlord is responsible for and towards which you contribute under the terms of the lease. Under Section 20 of the Landlord & Tenant Act 1985, landlords are required to consult with leaseholders if the works will cost any one leaseholder more than £250.

Section 20

Section 20 Landlord and Tenant Act 1985 which has been amended by the Commonhold and Leasehold Reform Act 2002 determines the circumstances where the landlord must consult with leaseholders before carrying out major works or providing services costing more than a prescribed sum of money.

Shared ownership

A system by which the occupier of a dwelling buys a proportion of the property and pays rent on the remainder, typically to a local authority or housing association.

Tenant Management Organisation (TMO)

An independent legal body which takes responsibility for managing its own homes, instead of the landlord.

Under lease

A lease, which is not held directly from the freeholder, but from a tenant.

The most common way for an under lease to arise is for a tenant to create one out of an existing lease. The tenant of the existing lease would be the landlord of the under lease created from it.