

## LEASEHOLDER CONSULTATION EVENT – 9 MARCH 2006

### FEEDBACK AND RESPONSE

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#### **INTRODUCTIONS AND BACKGROUND**

<b>Group 1</b>
<b>QUESTION/COMMENT:</b> Will New Charter Brochure over-ride the – Department of the Environment Welsh Office booklet on the Assured Tenants Charter?
<b>RESPONSE:</b> No – the handbook is intended as a guide that is not legally binding. For all issues relating to your specific property, you need to consult your own lease document. There is a book produced by the Office of The Deputy Prime Minister that deals specifically with the rights and responsibilities of leaseholders.
<b>Group 2</b>
No Issues were raised
<b>Group 3</b>
<b>QUESTION/COMMENT:</b> Loaded in New Charter Favour
<b>RESPONSE:</b> This is not the intention. The handbook is a guide. The purpose of the meeting was to look at issues to be included many of which are detailed below.
<b>QUESTION/COMMENT:</b> Restriction On doing work in own property
<b>RESPONSE:</b> The details contained in your lease were set out at the time you purchased your property. The handbook points out that under certain conditions, you must have consent to carry out works.
<b>QUESTION/COMMENT:</b> Insurance Fixtures
<b>RESPONSE :</b> The Fixtures and fittings in your home are covered by the building insurance policy. The summary of cover you have received details what is determined as fixtures and fittings.
<b>QUESTION/COMMENT:</b> Feeling that New Charter can just walk in and take over property
<b>RESPONSE :</b> This is not the case – the handbook tries to identify rights and responsibilities

<b>QUESTION/COMMENT:</b> Boiler - Needs consent
<b>RESPONSE:</b> The items that need consent will be revised in the handbook
<b>QUESTION/COMMENT:</b> Overriding original Lease
<b>RESPONSE :</b> The handbook does not override the lease –it is a generalised document and you should always refer to your individual lease if an issue arises

## **OUR SERVICE TO YOU**

Group1
<b>QUESTION/COMMENT:</b> To include how New Charter deal with staff who do not comply with Equal Opportunities Policy
<b>RESPONSE:</b> How staff are dealt with is an issue for New Charter. If you feel a member of staff has acted inappropriately, you should follow the complaints procedure. How staff are dealt with is not appropriate for the handbook
<b>QUESTION/COMMENT:</b> Training opportunities for leaseholders – needs mentioning
<b>RESPONSE :</b> This is an item we can discuss in more detail at future meetings. It is mentioned within Section 7 of the handbook that training is available.
<b>QUESTION/COMMENT:</b> Contractor should adhere to same complaints procedure as New Charter Building company and this should be stated in handbook
<b>RESPONSE :</b> We can't impose our complaints procedure on other companies. If you have a complaint about a contractor, we ask that you log the complaint with us and we will pursue the issue for you
<b>QUESTION/COMMENT:</b> Leasehold Valuation Tribunals – title misleading – explanation of what this means is needed
<b>RESPONSE :</b> A fuller explanation will be incorporated in to the handbook

<b>QUESTION/COMMENT:</b> Feedback from complaints not happening – handbook needs to illustrate the feedback to customer procedures & response time for enquiries
<b>RESPONSE :</b> Customer Service Standards will be incorporated in to the handbook. If you are not receiving a response to a specific issue, then you should contact our Customer Liaison Officer
<b>QUESTION/COMMENT:</b> Complaints – prefer to have written at all times (only individual view – disagreement in group)
<b>RESPONSE :</b> Possibly needs more detail – not sure of the issue with there being disagreement in the group
<b>Group 2</b>
<b>QUESTION/COMMENT:</b> Happy and easy to read
<b>RESPONSE :</b> Noted
<b>QUESTION/COMMENT:</b> Expand on section 6 –Paragraph 5 (refer to handbook)
<b>RESPONSE :</b> To be amended to clarify discount payback situation
<b>Group 3</b>
<b>QUESTION/COMMENT:</b> When contacting New Charter nameless people – relating to first paragraph of complaints - refer to officer
<b>RESPONSE :</b> The complaints procedure requests that you contact the person you originally dealt with. If you haven't been given their name, then please ensure you ask before finishing the call. The Complaints Procedure is the standard procedure used by all our customers
<b>QUESTION/COMMENT:</b> Same people don't deal with same queries
<b>RESPONSE:</b> It is hoped that the Contacts Section at the back of the handbook should be of assistance.

<b>QUESTION/COMMENT:</b> Central contact – Neighbourhood Management Officer
<b>RESPONSE :</b> Initial contacts should be through the Neighbourhood Management Officer. You should ring 0161-331-2400
<b>QUESTION/COMMENT:</b> Advise customers of Neighbourhood Management Officers for estates
<b>RESPONSE:</b> We can look at the best way to do this. The handbook is not appropriate as I am sure you appreciate that staff move on.

**YOUR LEASE – RIGHTS & RESPONSIBILITIES**

<b>Group 1</b>
<b>QUESTION/COMMENT:</b> Letters for non-payment (1 <sup>st</sup> Letter) too sharp and not enough notice to pay given
<b>RESPONSE :</b> This is a subject we can discuss at the Forum and decide upon a procedure that is acceptable to all parties
<b>QUESTION/COMMENT:</b> Paying your service charge- should this be in your responsibility section instead/as well as in the Background section?
<b>RESPONSE:</b> The responsibility for payment is detailed at bullet point 2 in this section. Not sure that it needs to be in the background section. The background section is intended to hold a statement about how the handbook was created.
<b>QUESTION/COMMENT:</b> New Charter responsibility to have more staff who can answer queries when your individual contact isn't in
<b>RESPONSE:</b> This is accepted and it is intended that staff will undergo training to be able to deal with queries.
<b>QUESTION/COMMENT:</b> New Charter responsibility to answer the phone with their name & section (not happening all the time)
<b>RESPONSE :</b> This is addressed in the Customer Service Section

<b>QUESTION/COMMENT:</b> System to find property on SX3 – staff need to be aware – particularly in relation to repairs – very difficult to report a repair from a leasehold property.
<b>RESPONSE :</b> This is to be discussed with our Repairs staff
<b>QUESTION/COMMENT:</b> The Cost & Right to purchase ground rent - should this be in agreement? As not many leaseholders are aware of this.
<b>RESPONSE :</b> This issue is still being considered. We will follow this up as soon as possible
<b>QUESTION/COMMENT:</b> Clearer guidelines on who owns what on your estate – or who to contact to find out.
<b>RESPONSE :</b> Not sure what is required – more detail needed to address this point
<b>QUESTION/COMMENT:</b> New Charter responsibility – ASB NCHT need to enforce tenancy agreement of neighbours
<b>RESPONSE :</b> We are very active in dealing with cases of ASB and use a number of remedies available to us. We take this area of work very seriously and we will enforce the tenancy agreement.
<b>QUESTION/COMMENT:</b> Environmental responsibility of New Charter – Trees - lights
<b>RESPONSE :</b> Is this asking what we are responsible for? – more detail is needed before we can respond to this issue
<b>QUESTION/COMMENT:</b> Details of how you would report environmental problem
<b>RESPONSE :</b> If you have this sort of problem, you should contact your Neighbourhood Manager
<b>QUESTION/COMMENT:</b> Repairs – Respect to all callers – problem trying to get through
<b>RESPONSE :</b> There should not be any difficulty getting through to report a repair – our records show that during May, the average queuing time was only 20 seconds before the call was answered.

<b>Group 2</b>
<b>QUESTION/COMMENT:</b> Leaseholders should be able to call emergency No 2222
<b>RESPONSE :</b> This is agreed and you should report emergencies on this number. Please remember that you will be charged for the cost of the repair
<b>Group 3</b>
<b>QUESTION/COMMENT:</b> First refusal for buy back – not stated in lease
<b>RESPONSE:</b> The handbook is a generalised document; older leases may not include this clause. As previously stated, you should always refer to your own lease for specific details.
<b>QUESTION/COMMENT:</b> Individual conveyance – difference in leases – needs mention in background
<b>RESPONSE :</b> A comment will be added to ensure that it is clear you must look to your own lease
<b>QUESTION/COMMENT:</b> Do's & Don'ts - Do they apply to all Residents, Tenants and Leaseholders – referring to Lease Tenancy agreement
<b>RESPONSE :</b> Over the years there have been various versions of tenancy agreements, leases and transfer deeds. The wording in each will vary as to the specifics of the do's and don'ts. However, the gist has always been intended to be the same and it is in the application of policy and procedure that all will be enforced in the same way. We need to note that remedies are different and this sometimes dictates how the clauses have been worded.  So, the intention is to treat all equally in so far as the appropriate remedies allow. Obviously if there are examples of anomalies we can look at these specifically.

**YOUR ANNUAL SERVICE CHARGE**

<b>Group 1</b>
<b>QUESTION/COMMENT:</b> Want added that service charge can be paid monthly
<b>RESPONSE :</b> This will be added

<p><b>QUESTION/COMMENT:</b> Invoice always says pay within 7 days – too harsh - should be over the year</p>
<p><b>RESPONSE :</b> We will look at ways to improve the wording on the invoice</p>
<p><b>QUESTION/COMMENT:</b> Invoiced June/July needs paying in April – should receive earlier – this delay puts leaseholders monthly payment up – New Charter should be obliged to get invoices out on time &amp; the handbook should state when the invoice is to be received.</p>
<p><b>RESPONSE:</b> We realise this has been a problem but we are working to improve the process. We will include the timetable in the handbook. We would advise that money should be set aside if the invoice has not been received on time and this will alleviate undue financial pressure</p>
<p><b>QUESTION/COMMENT:</b> More consultation on what is being done – i.e. decorating &amp; more listening to residents.</p>
<p><b>RESPONSE:</b> The idea of the Forum is to get your views on issues so that we can listen to you. Programmes for painting should already be part of a consultation process</p>
<p><b>QUESTION/COMMENT:</b> More consultation for large price increases for service charges</p>
<p><b>RESPONSE :</b> Again, it is intended that this is part of the Forum</p>
<p>Group 2</p>
<p><b>QUESTION/COMMENT:</b> Is service included in Rent for Tenants</p>
<p><b>RESPONSE:</b> Tenants pay separate service charges for consumable items and services outside of the property (electricity/caretakers). Improvement works are paid for from within the rent.</p>
<p><b>QUESTION/COMMENT:</b> Need to look at Insurance – Buildings</p>
<p><b>RESPONSE:</b> The buildings insurance covers fixtures and fittings. Some leaseholders are buying extra insurance for fixtures and fittings which is not required.</p>
<p><b>QUESTION/COMMENT:</b></p>

Annual service charge
<b>RESPONSE :</b> Not sure of the issue
<b>QUESTION/COMMENT:</b> Happy with layout
<b>RESPONSE :</b> Noted
<b>Group 3</b>
<b>QUESTION/COMMENT:</b> Structural Repairs – what does this cover
<b>RESPONSE:</b> This relates to works such as window and door replacement, works to the fabric of the building (pointing/brickworks). Work to the roof is also structural but for the purposes of your invoice, this is separately listed. Your lease may also include boundary walls.
<b>QUESTION/COMMENT:</b> Sinking fund on disposal - clarification needed
<b>RESPONSE:</b> Should you sell your lease, it is usual that any funds held in your sinking fund will pass to the new purchaser. This is then up to you to negotiate this into the selling price. This is a personal matter where you need to take advice from your solicitor at the time of sale. We can include a line in the handbook.
<b>QUESTION/COMMENT:</b> Insurance – need clarification – walls internal – insurance summary – accidental cover
<b>RESPONSE:</b> You should all have a summary of the cover for the insurance. The cover is building insurance and not your personal contents. Accidental damage is covered in the policy and is detailed on the second page of the summary.
<b>QUESTION/COMMENT:</b> Send insurance summary to everyone
<b>RESPONSE :</b> This should already happen and all leaseholders were sent a copy last year and will be sent a copy this year

## **PLANNED MAINTENANCE & IMPROVEMENTS**

<b>Group 1</b>
<b>QUESTION/COMMENT:</b> Would like more consultation on what is taken out of sinking fund
<b>RESPONSE:</b> The consultation will take place before works are begun. Any day to day repairs will be automatically deducted from your sinking fund
<b>QUESTION/COMMENT:</b> What if you don't think a service is being carried out correctly? i.e. TV aerials
<b>RESPONSE :</b> If you are not happy with any aspect of your service, then you should contact your Neighbourhood Management Officer
<b>QUESTION/COMMENT:</b> Would like it stating what happens to overpayment in the sinking fund if you sell your property
<b>RESPONSE:</b> Should you sell your lease, it is usual that any funds held in your sinking fund will pass to the new purchaser. This is then up to you to negotiate this into the selling price. This is a personal matter where you need to take advice from your solicitor at the time of sale. We can include a line in the handbook
<b>Group 2</b>
<b>QUESTION/COMMENT:</b> Yearly gas service done By New Charter for peace of mind
<b>RESPONSE:</b> This is something we can check out – it is appropriate that if we are to provide this service that we are properly approved to do so. This is the case for tenants but may not be for leaseholders
<b>QUESTION/COMMENT:</b> Digital aerials – when are they being fitted
<b>RESPONSE :</b> This process is in the planning stage at the moment. It is expected that the Tameside area will switch by 2009. We will keep you fully informed of the process as it progresses as part of the consultation requirements.
<b>Group 3</b>
<b>QUESTION/COMMENT:</b> Capping sinking funds

<p><b>RESPONSE:</b> This is subject to individual negotiations. If you are having financial difficulty and you think you have a substantial sinking fund, then we will consider a reduction in payments.</p>
<p><b>QUESTION/COMMENT:</b> Ground rent – some are not collected</p>
<p><b>RESPONSE :</b> All ground rents are collected</p>

**OTHER ISSUES RAISED FROM ALL GROUPS**

<p><b>QUESTION/COMMENT:</b> Is sinking fund balance redeemable if you sell your property</p>
<p><b>RESPONSE :</b> This is detailed in the responses above</p>
<p><b>QUESTION/COMMENT:</b> Sinking funds – interest rates – do New Charter look for best rates</p>
<p><b>RESPONSE :</b> Money held in the sinking fund belongs to you and not New Charter. We are required to hold this money in a separate bank account in trust to ensure that your money is protected. We cannot invest so can only offer a low interest rate</p>
<p><b>QUESTION/COMMENT:</b> Brochure easy to read</p>
<p><b>RESPONSE :</b> Noted and thank you</p>
<p><b>QUESTION/COMMENT:</b> Full brochure to be put on Website</p>
<p><b>RESPONSE :</b> This will be done once we have agreed the final version</p>
<p><b>QUESTION/COMMENT:</b> Like to attend regular consultations</p>
<p><b>RESPONSE:</b> The intention is that this will be an ongoing group. You should have received a letter asking about how often you would like to meet</p>

<b>QUESTION/COMMENT:</b> Are water meters to be fitted
<b>RESPONSE :</b> We have no plans to fit water meters