

Leaseholder Handbook

Your handy guide to lessee services



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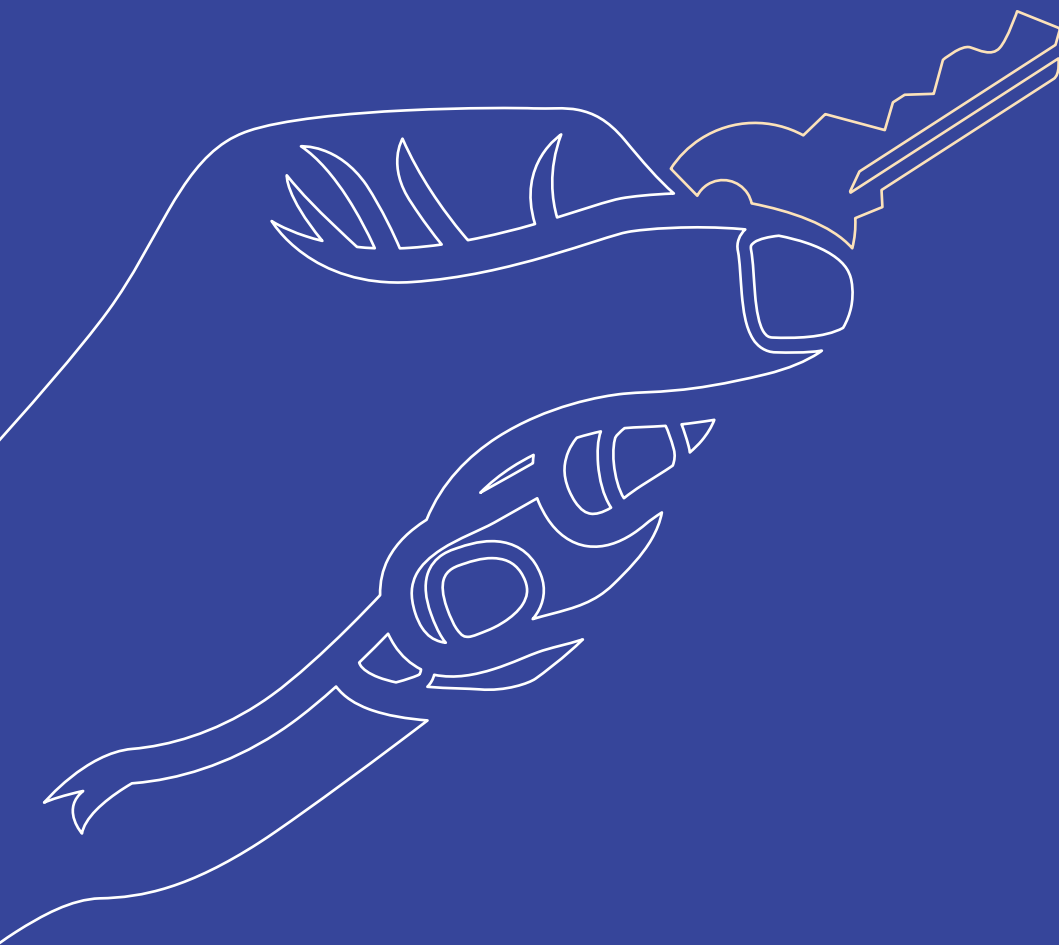
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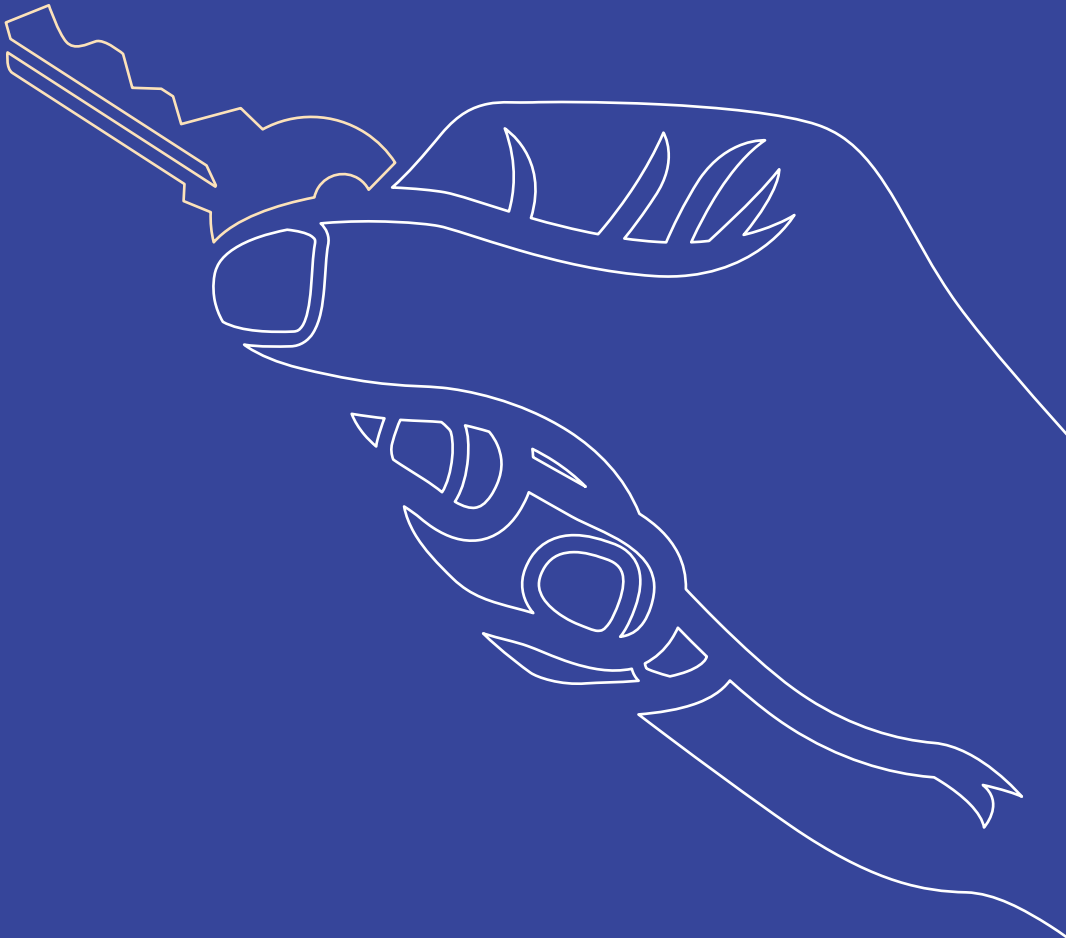
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Section 1

Welcome from CityWest Homes







Section 1

Welcome from CityWest Homes

This handbook has been created to explain the rights and responsibilities of our leaseholders, as well as to provide useful information about CityWest Homes and the range of services we offer.

CityWest Homes is an arm's length management organisation created by Westminster City Council in 2002 to manage, maintain and improve the 22,000 properties on our estates.

We aim to provide a consistently high quality and responsive service, offer the right homes to meet local needs, improve neighbourhoods and give our residents access to services to help improve their lives. Providing the best service we can is something we take very seriously at CityWest Homes.

By becoming a lessee, you have entered into certain obligations, such as paying your ground rent and service charge on time. In addition to this you are trusted to abide by the terms and conditions of your lease agreement.

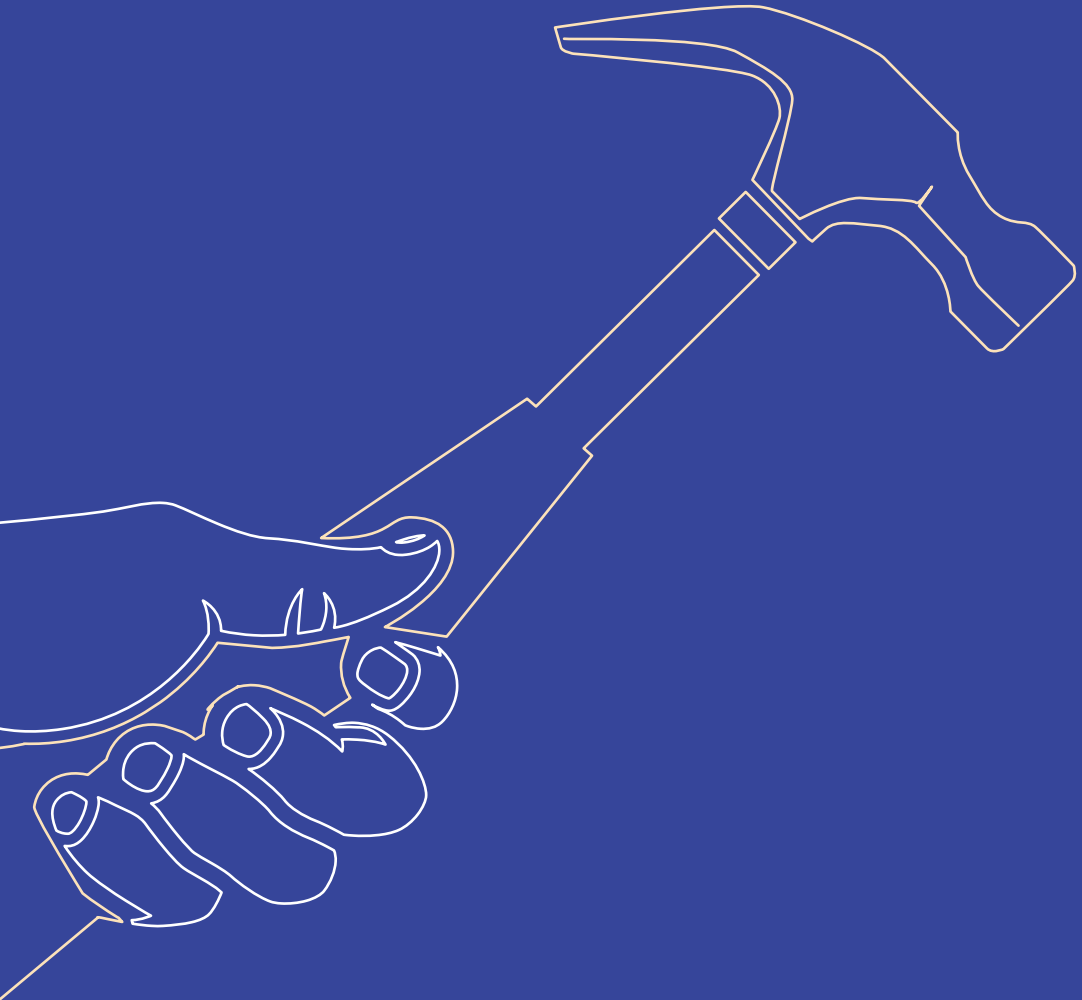
Currently we work with one other housing management provider and 14 Tenant Management Organisations (TMOs) through our local estate offices.

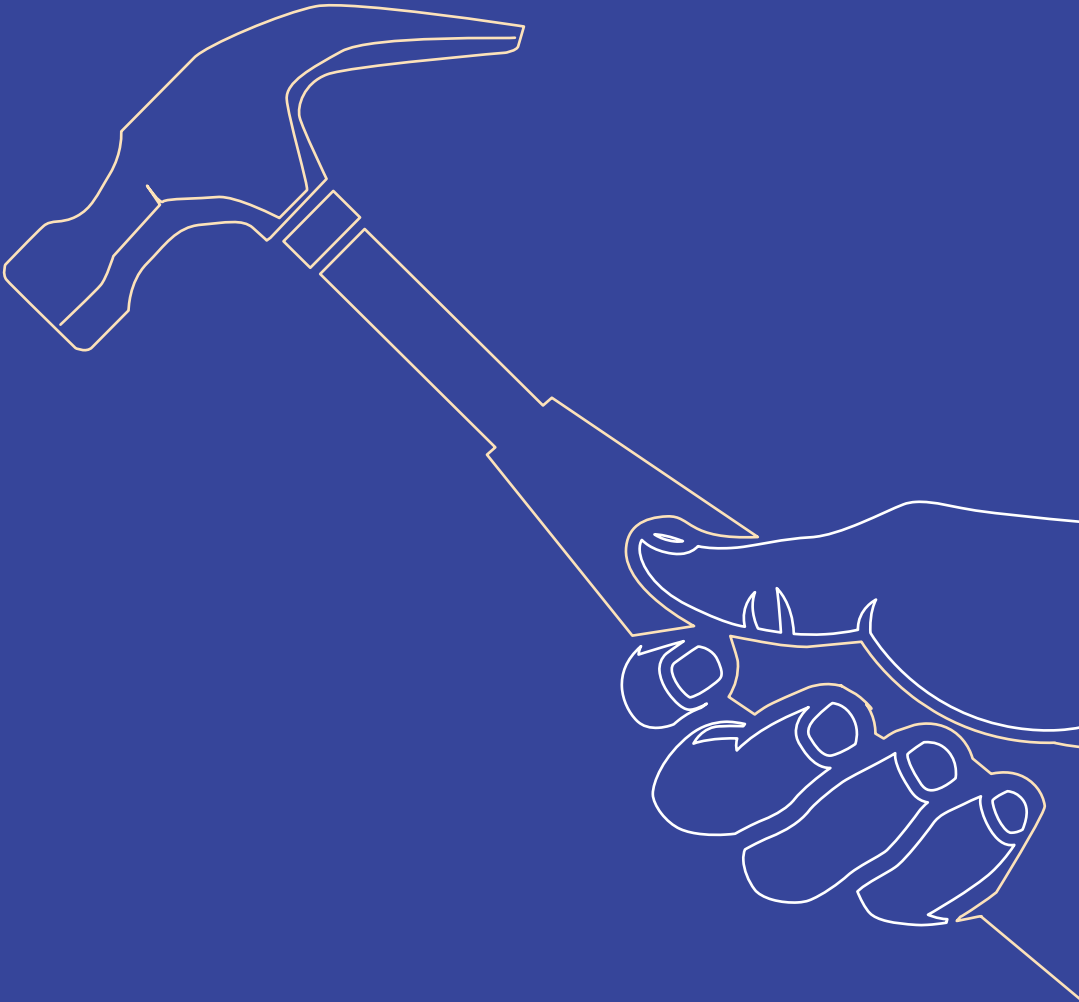
Whilst we have tried to include as much information as possible, we are not able to cover everything that may arise and you may well have queries that are not answered here. If so please contact us and we will endeavour to help in whatever way possible. Contact details can be found in section 13 of this handbook.



Section 2

Consultation and major works







Section 2

Consultation and major works

CityWest Homes is committed to involving you in the planning and delivery of major works to your property. Our major works programme is delivered by our better homes team. It is a key objective for us to keep Westminster City Council's properties in good condition so that they retain their value.

We are responsible for carrying out the council's freeholder responsibilities to maintain the common parts and fabric of the building, which includes some elements inside your home such as window frames.

There are five key steps to the major works process and in this section of the handbook we will explain what this involves.

Step 1: Deciding what works are carried out and when

In order to produce a five year major works programme, we regularly carry out surveys on our estates to ensure Westminster City Council's properties are kept in good condition.

We also look at aspects of the property which have needed frequent attention in the past, such as the number of lift breakdowns and repairs to roofs and windows.

Through our regular estate inspections with resident representatives we also obtain local knowledge of maintenance issues that may need to be included in our programme of work.

All of this information helps us to prioritise and programme the work on our estates. The programme usually covers a period of two to five years and is formally approved by Westminster City Council.

Our current works programme is published on the CityWest Homes website (www.cwh.org.uk) and is available at each estate office. We update residents on how they can find out more about forthcoming works programmes through our local newsletters. If there are works planned for your area, we will provide you with opportunities to discuss the works and what they will mean to you.

Depending on the type of work planned, we may need to undertake a full survey of your block or estate to help us plan the work in detail. At this stage we may write to you to arrange access to your home to determine the extent of the work needed and to help us plan how best to carry it out. These more detailed surveys also help us to decide whether to repair or replace certain elements of the building.



When the surveys are finished we will inform you of the results and seek your views, along with those of everyone who is affected by the scheme, before deciding on the scope of the scheme.

We will then draft a specification of the work needed, which will be available for you to review.

It is the Council's duty to get good value when spending both leaseholders' and public money.

Step 2: Consulting with residents, including statutory lessee consultation

When the works have been specified, we will write to you explaining how you can find out more about our plans. We will also invite you to a drop-in session to give you the opportunity to discuss the works with our surveyors.

At this time we will also issue you with the first formal consultation notice required under section 20 of the Landlord & Tenant Act 1985, as amended by section 151 of the Commonhold and Leasehold Reform Act 2002.

This formal consultation notice is served where we are proposing to carry out works that we estimate will cost more than £250 per lessee. The consultation

requirements differ depending on the overall value of the works and the length of the contract.

Most of our major works programmes are carried out under individual contracts of less than 12 months. If the cost of the works means that any individual lessee in your block will have to pay more than £250, you will receive a formal notice giving the following details:

- A description of the works (or the address and opening hours of a place at which a description of the proposed works may be inspected)
- The reasons for considering it necessary to carry out the works
- An invitation to nominate a person from whom we should try to obtain an estimate
- The name and address where any written comments about the works may be sent
- The date by which any comments must be received by

You will have 30 days from the date of the notice to give your comments and observations on the proposed works. It is very important that you give your views at this stage as it helps us to fine tune the final specification before contractors are invited to tender for the works.

The next stage is to invite a number of carefully selected contractors to bid for



the works. The bids, or tenders, will be assessed on cost and quality to make sure that we get 'value for money'. We will invite you to be involved in the evaluation of tenders for work to your block. This is not part of the statutory process but is an important part of our process.

When the tenders have been returned, you will receive the second formal notice known as the Notice of Landlord's Proposals. This notice sets out the details of the contractors who have submitted tenders, their costs for the works and the name of the company we recommend awarding the contract to. Again, you will have 30 days in which to make any observations.

We will report our recommendations for award of contract to Westminster City Council. This includes any lessee observations in the report so that the Council can take them into account when making their decision.

We will then award the contract. If we award the contract to a company that did not submit the lowest tender we will write to you again to let you know.

Step 3: Carrying out the works

Shortly before works start we shall write to you to provide information about the upcoming works and invite you to meet the contractor. We will advise you in advance if scaffolding is going up and to

remind you to advise your home contents insurance company.

The information will contain a summary of the work that we intend to do and approximately how long it will take. We will also let you know what inconvenience the work may cause you, so that you can prepare for it.

Details of the key people that you can contact if you have any questions or concerns at any time during the work, will also be included.

As the works progress we will send you updates on a regular basis. If your estate has a residents' association or residents panel we will keep in regular contact with them.

We will also provide regular reports to your area management committee (made up of residents from your area) on progress of the work.

If you experience any problems throughout the work, please let your resident relations team member know.

Step 4: When the works have finished

When the works finish we will write to you and ask you if there are any issues that need to be resolved. You will also be asked to complete a satisfaction survey.



We hold back part of the contract payment for a period of time to make sure that any incomplete or faulty work is sorted out. This period is called the 'defects period'.

Depending on the nature of the work, we may need to inspect your home to check the quality of the work carried out.

Please take the time to tell us if you are not completely satisfied with the work.

It is important that you return the survey form as it helps us to learn from any issues and to remedy any problems before the contractor leaves site.

Approximately one year after the works are completed we will contact you to carry out a defects inspection. This enables us to ensure that the work carried out is undamaged and that no problems have occurred.

Step 5: Major works bills and payment options

We know that most lessees will want to budget for the cost of major works. We will try to help you to do this by giving you as much notice as possible of proposed works and by providing a range of payment options.

You will be billed for major works in the following ways:

- We will send out an estimated bill six to eight weeks after the works have started. This will give you a more accurate estimate of the amount you need to pay. The bill will take into account any individual deductions you are entitled to
- Once we have paid the contractor's final invoice we will send you your final bill. You will have 21 days to pay the bill. If you need help to pay the bill within 21 days we can provide you with advice on any financial assistance which you may be eligible for.

We offer a number of ways to help you pay for work. If we send you an estimated bill for more than £200 you can choose to pay in instalments. There are a number of instalment options which we have explained opposite.

£200.01 – £2,000

You can spread your payments over a year in equal monthly payments. No interest or administration fees will be payable.

£2,000.01 – £5,000

If you receive a bill for more than £2,000 you can spread payments over two years in equal monthly payments. No interest or administration fees will be payable.



£5,000.01 – £10,000

You may be able to spread payments over five years. To be eligible, your property must be your main home and you will not own any other property.

Interest will be payable as detailed in the table below

Year	Interest if applicable
One	None
Two	None
Three	1% above Bank of England base rate
Four	1% above Bank of England base rate
Five	1% above Bank of England base rate

An administration fee of £120 will be payable at the beginning of the scheme. Please note that this administration fee may be reviewed and subject to change during the next five years.

Over £10,000

You can contact our lessee services team to talk about our deferred payment scheme.

To be eligible for the scheme the following criteria must be met:

You must be:

- Owner/occupier
- Pensioner
- Using the property as your sole property
- Experiencing financial difficulties
- Unable to borrow to make full payment
- In receipt of benefits.

As one of our leaseholders you benefit by:

- Not paying VAT on major works charges
- A range of payment options for major works including interest free instalments
- Lots of opportunities to engage in informal consultation on all issues affecting you, not just formal section 20 consultation on major works
- Not being charged for community functions and activities such as estate events, hall activities and residents' association support
- Ground rent fixed at £10 per annum. (for 99.3% of all lessees) and not linked to property value
- Some estate works are funded through



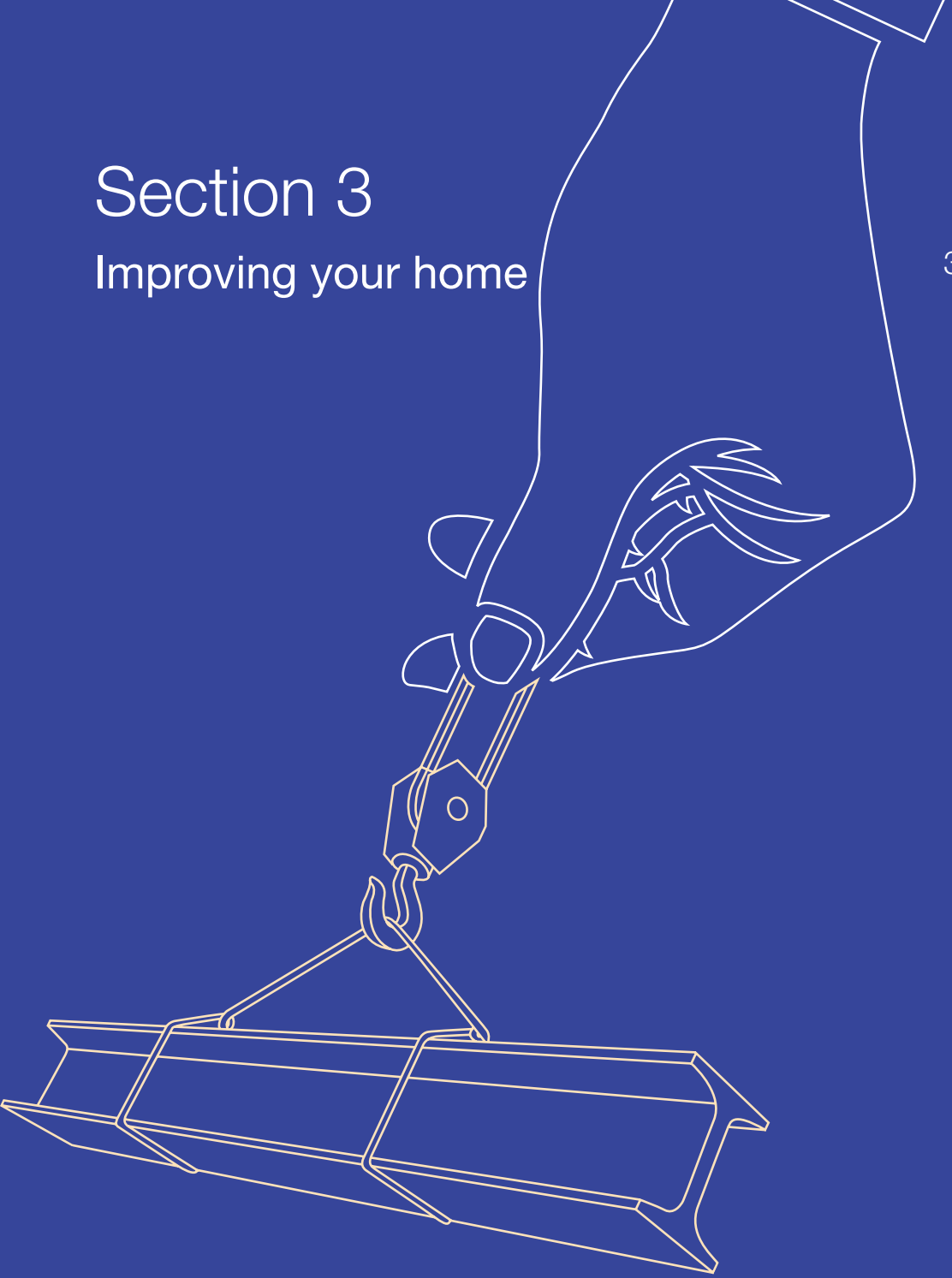
community funding, which you don't have to contribute to

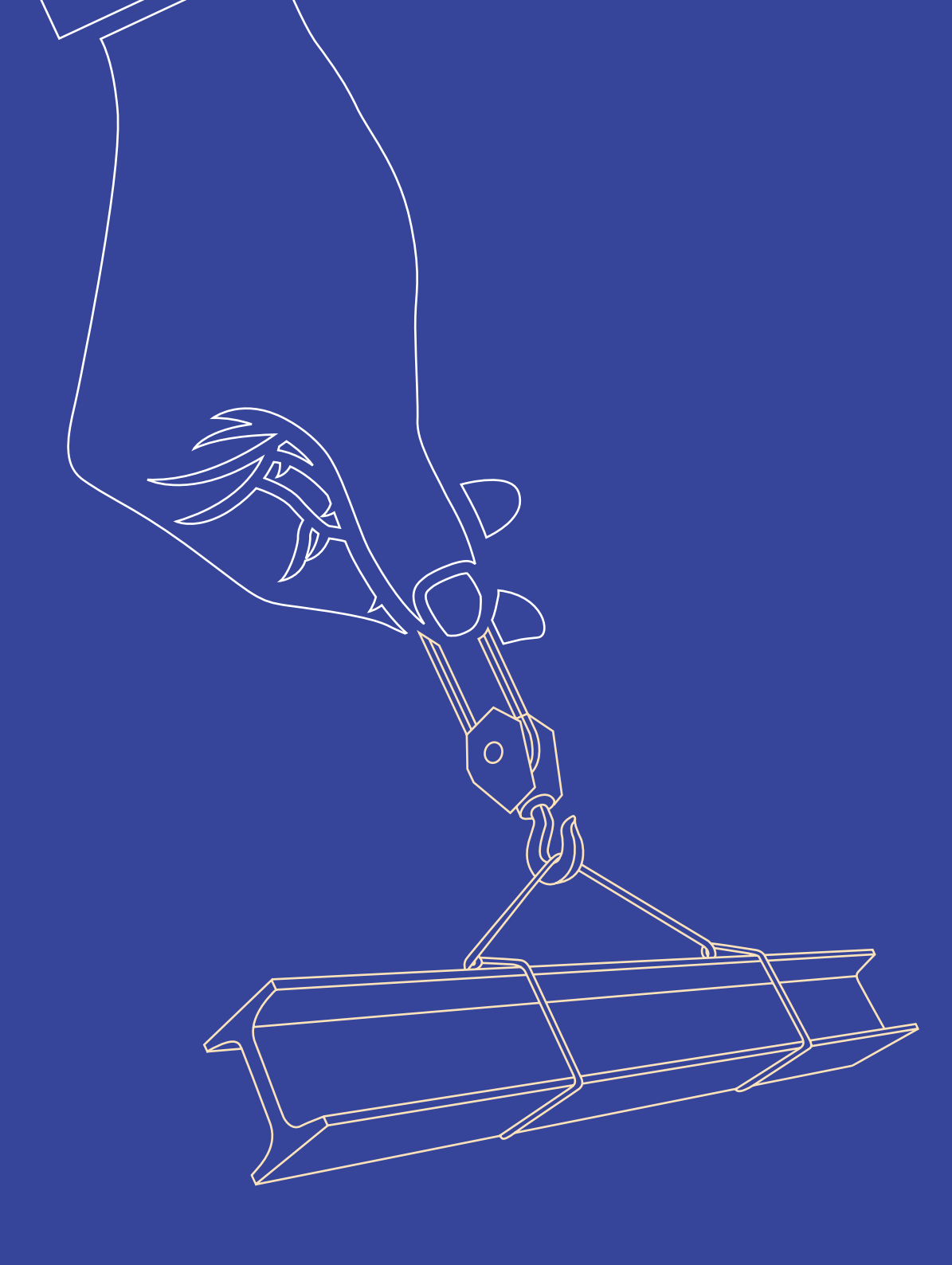
- A formal complaints process and access to the Independent Housing Ombudsman
- Paying service charges over six months by a range of means
- Support from a highly accredited, dedicated lessee services team
- A key lessee scheme with opportunities for involvement in service charges
- Having a landlord that is interested in its residents, the community and in providing high quality services.

You are also safe in the knowledge that you have a stable and financially secure landlord who is open, transparent and committed to delivering a great service.

Section 3

Improving your home







Section 3

Improving your home

Can I make alterations and improvements to my home?

Before carrying out alterations or improvements to your home, you will need to get written permission from CityWest Homes. If permission is not granted, then we will let you know the reasons why.

Below are some examples of what alterations and improvements require permission, before work can be carried out.

- Works affecting the structure of the building
- Works affecting any services to the property, for example electrics, gas, drainage, water
- Installation of central heating/ replacement of boiler
- Any change to the internal layout of your property
- Erection of a conservatory
- Rewiring
- New kitchens and bathrooms, where it is not a like-for-like replacement
- Changing your flat entrance (fire) door(s) or changing or removing any internal doors.

Why do I need to apply for permission?

It is a condition of your lease that you inform us of any alterations or improvements.

Failure to do so could result in legal action being taken against you. Not only would you have to pay our legal costs, but also the costs to restore your property to its original condition.

Applying for permission

In order to apply you will need to obtain an application pack from lessee services. This can be done via phone, email or downloading the document on our website. Lessee services contact details can be found in section 13.

Information as to how your application will be processed and our fees are all included in the pack. It must be noted that fees vary on a case by case basis and we can only give you an estimate of the total cost.

Once we have considered your application we will then advise you on whether you need to get planning



permission or approval from regulatory bodies such as Gas Safe Register (gas) or NICEIC (electrical). In some circumstances, other residents in the block or building may need to be consulted about your proposals.

Can I extend my home?

Wherever possible, we are keen to give you the opportunity to extend your home by buying an additional area adjoining it. Such areas include:

- Attic spaces
- Disused communal areas such as laundry/utility rooms
- Store cupboards
- Vaults

Conditions for extending your home

Extending your home's attic or adjoining shed can provide useful extra accommodation. However, to protect your interests and those of other residents, a few rules apply:

- You must obtain written permission from lessee services before you can incorporate any communal area into your property. It will also be necessary, as part of the process, for you to buy the area in question
- It will normally be necessary for us to consult the other residents in your building, and other residents that will be affected by your proposals

- After seeking views from your neighbours the decision as to whether the sale can proceed will be left to the professional opinion of your local village area manager. It is important that you wait for this permission before you proceed. If you go ahead before receiving permission you risk legal proceedings (through committing trespass) and substantial costs to yourself
- When you apply for permission you will need to pay our costs of processing your application before approval can be given. We will give you our estimate of these costs, information about how the application will be processed and details of any conditions that will apply to the approval
- After agreeing to meet the costs and acceptance of any conditions, we will get a valuation of the area. If you accept the offer, we can then sell the area to you. If it is not possible to approve your application you will be advised of the reasons why

If you are not happy with the decision then this matter can be pursued through our complaints procedure.

Section 4

Building insurance







Section 4

Building insurance

Westminster City Council owns the building you live in and the responsibility for insuring it lies with them.

In this section we will explain what the building insurance covers, how to make a claim and the amount of excess payable.

What does the policy cover?

The building insurance covers the communal elements of the building such as the structure, the exterior and the services and installations of the block which are the council's responsibility to maintain.

It also includes fixtures and fittings. These can be explained as, anything you would not be able to remove and take with you were you to move. Examples of these include:

- The plaster on the walls and ceilings
- Floorboards
- Window glass and doors
- Bathroom fittings (sink, bath/shower unit, toilet)
- Kitchen fittings (units and integral appliances)
- Decorations.

The cover generally applies to alterations and improvements, provided that you have received written permission from lessee services.

Insurance covers damage caused by the actions of another lessee or tenant. This only applies to damage caused to the structure of the building, or other elements covered by the building insurance.

You will have to claim for damages caused to your personal belongings and possessions such as furniture, carpets or clothing on your own contents insurance, regardless of the cause of the damage.

The policy covers damage to buildings (and to the previously mentioned internal elements of your property) that is caused by unforeseen events. These events are known as risks or 'perils', and include the following:

- Accidental damage
- Burst pipes or tanks
- Earthquake
- Explosion
- Fire
- Flood
- Impact
- Lightning
- Malice/vandalism (including graffiti)*
- Riot/civil commotion
- Storm
- Subsidence
- Theft damage*
- Terrorism.

* In the case of malicious or theft damage you should report such incidents to the police immediately and obtain a crime reference number.



What is not covered by the policy? The council's excess

The policy does not cover every situation. These include faults caused by mechanical breakdown, hidden defects or wear and tear which, are all treated as normal repairs.

Contents insurance

The building insurance does not cover the contents of your home such as furniture and other personal possessions. It is therefore your responsibility to take out your own contents insurance policy.

Insurance policies can be obtained through an independent insurer at your discretion. However, to make things easier for you the council has negotiated a home contents insurance policy which has been specifically designed for our tenants and lessees. Further details of this can be found at your local estate office.

What is the excess on the policy?

In the majority of cases the insurance cover does not meet all the costs of repairing the damage. The insurers will only meet costs above a certain amount, this is known as the excess. The amount of the excess payable depends on who is making the claim.

If the council is making the claim then the excesses currently payable are as follows:

- £1,000 for subsidence, heave and landslip (this would apply to each property, which would mean individual leaseholders would have to pay the excess)
- £500 for all other insured risks (this cost will be apportioned based on individual lease percentages).

The lessee's excess

If you are making the claim then the excesses currently payable are as follows:

- £1,000 for subsidence, heave and landslip
- £100 for malicious damage, storm, flood, escape of water, impact of own vehicle, sprinkler leakage, accidental damage
- NIL – All other insured risks

NB: the above excesses are subject to periodic review.

The amount of excess is important because it helps to decide if it is worth making a claim. For example, the council is responsible for repairing a vandalised communal entrance door. However, the excess for this would be £500 whereas to get the repair done by a contractor might only cost £250. In cases like this there would obviously be no point making a claim.



Similarly, if you have a repair like a broken window that you are responsible for, you will need to decide whether it would be cheaper to pay for the repair, or to make a claim and pay the £100 excess.

Making a claim

If the council is responsible for the repair (for example in the case of damage caused to the structure), we will make the claim and organise the repair. In these cases you will pay your share of the excess through your service charges. If you are responsible for the repair you should claim directly from the insurance company within 28 days of becoming aware of any damage to your fixtures and fittings.

You will need to ensure that what you are claiming for is covered by the policy and that the item damaged is something that you are responsible for maintaining.

Claim forms are available from your local estate office.

Where possible you should provide photographs of the damage. If this is not possible then you should keep the damaged items or get the damage witnessed by an independent person.

Getting the repairs done

If you intend to employ someone to do the repair work you should send two written repair estimates from different builders. If possible, send these at the same time as your claim form to the address shown on the form.

If you intend to do the repair work yourself, you must send estimates for the costs of materials plus reasonable costs of personal labour for consideration by the insurers.

You should not start work to repair the damage until you have received written permission from either both insurers and your local estate office.

Claims checklist

Complete a claim form giving full details of the incident, how and when it occurred and the loss. Also:

- Provide two estimates
- Send the form direct to the address on the claim form as the sooner you make the claim and the more information you provide, the quicker the insurer will be able to make a decision on your claim.

What happens next?

Once you have completed the claim form and provided two written estimates, the insurers will examine the claim and either:

- Give you the go ahead to do the repairs or appoint a Loss Adjuster*



- Or, explain why the claim has not been agreed. In some cases the insurers appoint a loss adjuster whose job it is to inspect the property and compile a document that contains technical terms such as depreciation, actual cash value and replacement costs, that may be unknown to the policyholder. A trained claims adjuster can ensure a correct completion.

If you start repairs before you have received the go-ahead in writing you may jeopardise your claim.

If the claim is accepted, the insurers will specify which estimate has been agreed.

Frequently asked questions about building insurance cover

- Q.** If my front door is damaged in a break-in, can I make a claim?
- A.** Yes – but always obtain a crime reference number from the police first.
- Q.** If I am flooded from the flat above, can I make a claim?
- A.** Yes – you can make a claim if the damage is to any of the fixtures and fittings that are your responsibility to maintain (including damage to your decorations). It doesn't matter whether the flood was caused by a tenant or a lessee. However, you cannot claim on the building insurance for any damage to your contents and personal possessions.

Q. Are there any circumstances where I can be reimbursed the excess?

A. No – generally speaking you will always have to pay this first part of the claim, whether individually (if you are making the claim yourself) or collectively through your service charges (if the council is making the claim).

Q. If the council and the lessee suffer the same incident (eg. as a result of a burst water tank or pipe in the roof space) will the council claim on my behalf?

A. No – each party usually makes their own claim in respect of the damage they have suffered.

Q. Can I claim for the cost of alternative accommodation if I am forced to move out whilst repairs are being done?

A. Yes – but only where the works are the result of an insured peril and where the insurers have given their prior agreement.

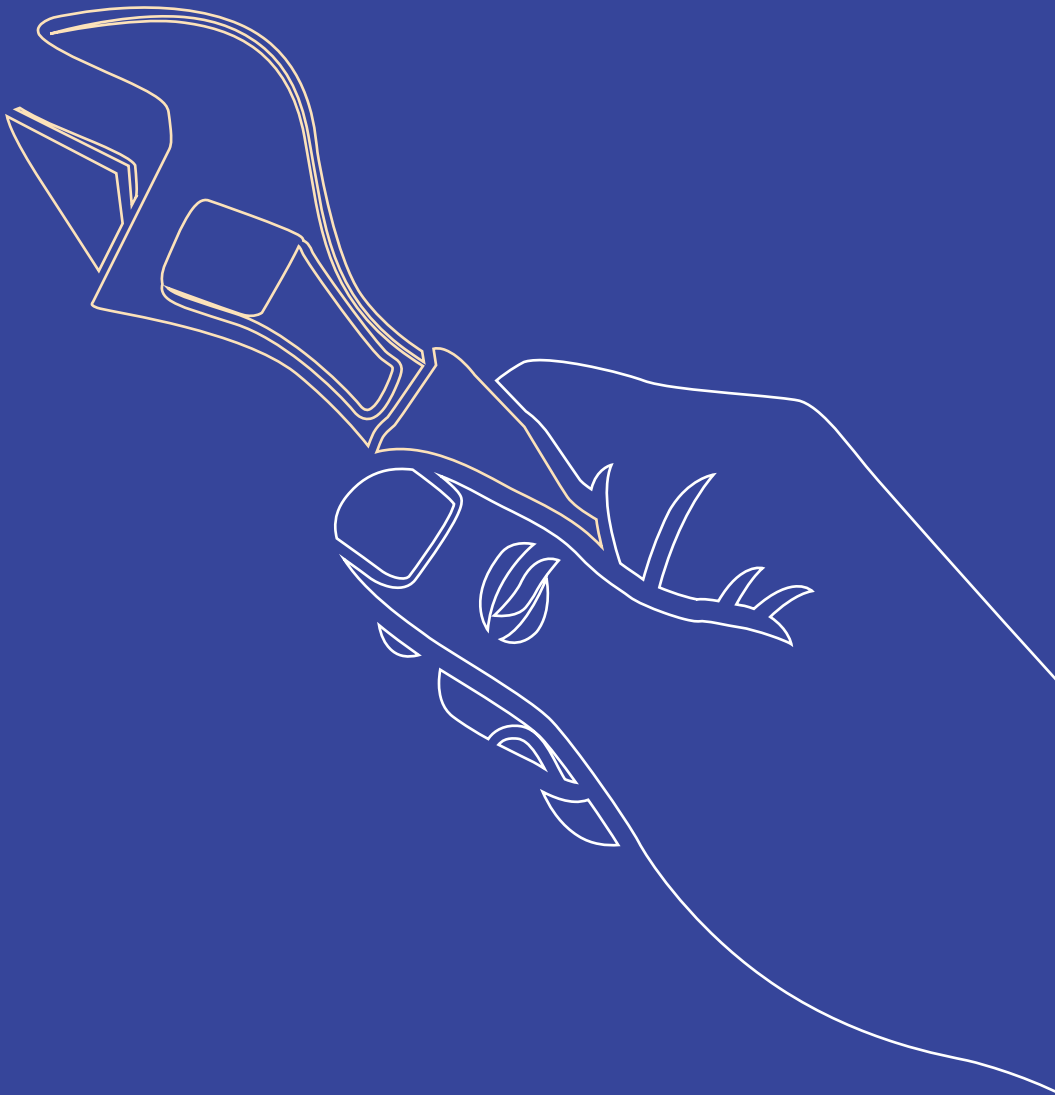
A fraudulent claim will result in non-payment and the cost of repairs will be the responsibility of the lessee.

Building insurance policy is subject to change from time to time. Contact the council's building insurance department for further advice. See section 13 for contact details.

Section 5

Repairs







Section 5

Repairs

As a rule, you are responsible for maintaining the interior of your flat excluding any structural items and communal services. We are responsible for maintaining the rest of the block and estate, for which you are required to pay a proportion of the cost.

If you cannot carry out repairs?

We do not normally carry out any repairs that are your responsibility; it is up to you to make your own arrangements. In very exceptional cases where you are unable to do this, we will do the repair. This will only happen in the following circumstances:

- If you pay the full cost (where known) including VAT before works commence
- If you agree in writing to meet the full cost of the repair including VAT, before the costs are known, you will be sent a bill when the works are completed, which you must pay within 14 days.

Reporting repairs

You can report a repair by contacting the repairs office. Please give as many details of the fault as possible to avoid misunderstanding and communal repair delays.

Who does the work?

We employ contractors to carry out repairs that are our responsibility. All tradesmen carry identity cards. They will usually have a copy of the repair note that describes the work to be carried out. Please make sure you check their identification before you let anyone into your home.

Emergency repairs

If the repair is an emergency and the repairs office is closed you should ring the emergency line 020 7286 7412.

Please note that we do not give a full repair service outside normal working hours but we will do whatever work is needed to make the situation safe. The repair will be completed as soon as possible during normal working hours.

On the following page we have constructed a table to explain who is responsible for certain repairs.



Repairs: Who is responsible?

Type of repair		Council	Lessee
Plumbing			
Rewasher mains stopcock	a) To block b) Inside dwelling	✓	✓
Repair burst or leaking water pipe	a) Up to and including main stopcock b) Beyond stopcock	✓	✓
Repair/replace water storage tank	a) Communal b) Individual	✓	✓
Repair or replace bath, basin, sink, taps, WC			✓
Repair leaking waste pipe, trap, fitting etc., including branches up to the soil stack			✓
Clear blockage or repair leak to main soil stack, rain water pipes and gutters		✓	
Carpentry			
Communal Flooring	a) Joists/wall plates b) Floor boards c) Floor tiles d) Concrete floor slab e) Concrete floor screed	✓ ✓ ✓ ✓ ✓	
Flooring within flat	a) Joists/wall plates b) Concrete floor slab c) Floor boards d) Concrete floor screed e) Floor tiles f) Skirting boards	✓ ✓	✓ ✓ ✓ ✓
Roof structure and covering		✓	
Staircase repairs	a) Communal b) Within flat	✓	✓
External window frames	a) Frame ^(see Note 1) b) Sashes ^(see Note 1) c) Fixtures/fittings/locks ^(see Note 2) d) Cords & weights e) Putties	✓ ✓ ✓ ✓ ✓	✓



Type of repair	Council	Lessee
Carpentry cont.		
Communal window frames	a) Frame	✓
	b) Sashes	✓
	c) Fixtures/fittings	✓
	d) Cords & weights	✓
	e) Putties	✓
Glazing	a) Communal windows	✓
	b) Windows to flat (including associated replacement of putties)	✓
Flat entrance doors	a) Frame	✓
	b) Door	✓
	c) Fixtures/fittings/locks	✓
Doors internal to flat	a) Frame/lining <small>(see Note 3)</small>	✓
	b) Door	✓
	c) Fixtures/fittings/locks	✓
Communal doors	a) Frame	✓
	b) Door	✓
	c) Fixtures/fittings/locks	✓
Forced entry to flat <small>(see Note 4)</small>	a) Break-ins through door	✓
	b) Break-ins through window - damage to frame	✓
	c) Break-in through window glazing only	✓
Repairs to fitted units/cupboards in flat		✓
Electrical		
In flat	a) Repairs to all fuses - excluding LEB mains	✓
	b) Renewal of consumer unit (fuse board)	✓
	c) Rewiring	✓
	d) Renewal/repair of fittings	✓
	e) Repairs to individual door bells	✓



Type of repair		Council	Lessee
Electrical cont.			
Communal	a) Rewiring	✓	
	b) Renewal/repair of fittings	✓	
	c) Repairs to communal door entry systems including equipment within flats		
	d) Repairs to Piper Alarm	✓	
Heating			
Heating and hot water appliances	a) Communal system, excluding equipment solely used inside flat (for example cold water storage tank)	✓	
	b) Individual system ^(see Note 5)		✓
	c) Flue liner		✓
Miscellaneous			
Plaster	a) Communal	✓	
	b) In flat		✓
Decorating	a) In flat ^(see Note 6)		✓
	b) Communal decorations	✓	
Ventilation plant	a) Communal	✓	
	b) Individual (Ventaxia)		✓

Note 1 The surfaces of these items which are internal to the lessee's flat are the lessee's responsibility to decorate.

Note 2 Where the council has installed sealed PVC windows, the council will repair or replace the fittings and locks and arrange for any glazing repairs.

Note 3 Where the door is a composite of an external window (ie. it is an integral part of the window – eg. typically balcony doors) the council will repair or replace the frame.

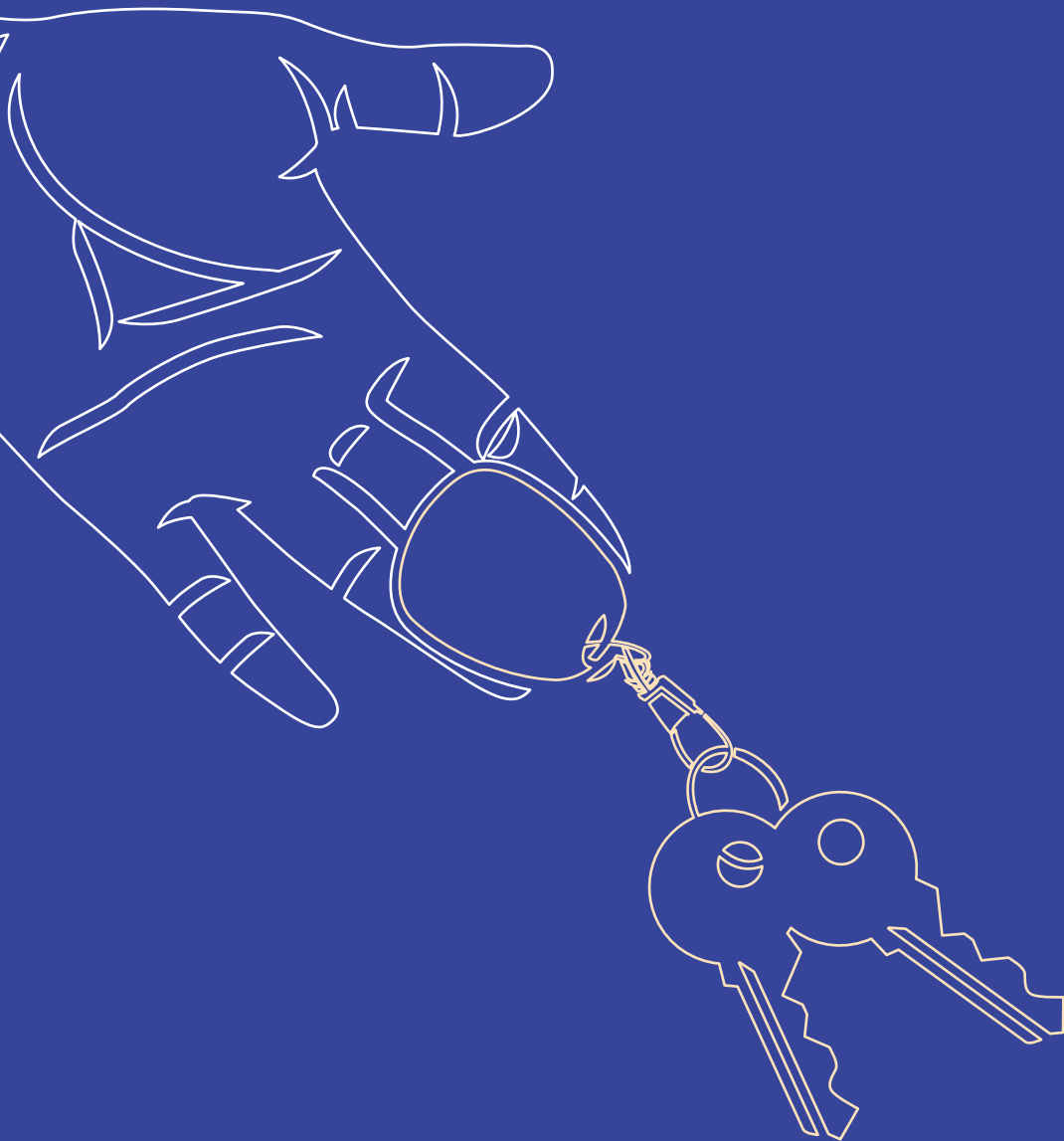
Note 4 Lessees may claim on Westminster City Council building insurance (the lessee will need to include a police crime number).

Note 5 Where the individual system is gas fired, the lessee must arrange to have it inspected and serviced annually by a Gas Safe approved contractor. They must be able to produce proof of the inspection and service for the council at any time.

Note 6 Unless the damage is a consequence of the council disturbing the decorations to carry out works to the structure. Where damage to decorations caused by water penetration as a result of a defect to the structure or the actions of other residents (for example over-flowing bath, washing machine etc.) lessees may claim on Westminster City Council building insurance.

Section 6

Selling your home







Section 6

Selling your home

When can I sell my home?

You can sell your home at any time. If you bought your home with a discount through one of our home ownership schemes, you will have to pay back some, or all, of the discount we gave you when you purchased your home.

From 18 January 2005 Right to Buy applications are subject to a five-year discount repayment period. This means that if you sell your home within five years of buying it, you must pay back a percentage of the discount. This will be a percentage of the amount you are selling the property for (minus the value of any improvements you made since exercising your right to buy).

In addition to this, if you sell your home within the first 10 years you must give the council or your social landlord, the right of first refusal on the property.

If you agree to sell your home to a private company by a post dated agreement, in order to avoid discount repayment, you will be liable to repay the discount from the date of the agreement.

Duration	Percentage to be paid back
0 - 12 months	100%
12 - 24 months	80%
24 - 36 months	60%
36 - 48 months	40%
48 - 60 months	20%

There are four exceptions to the repayment of discount:

- The property is transferred to you by your partner in marriage or as part of a divorce settlement, or to a member of your family who has lived with you for 12 months before the transfer
- You inherit the property
- The property is transferred under a court order
- The property is compulsory purchased

If you want more details about repayment of discount please contact lessee services (contact details are provided in section 13).



How do I sell?

Once you decide to sell you have two options, whether you have obtained a discount or not. You can either:

- Arrange a sale through an estate agent. They will advertise your property and arrange for prospective buyers to view it. Estate agents charge a commission fee, based on either the actual sale price, or a lump sum paid in advance
- Arrange the sale yourself by advertising in newspapers or using your own 'for sale' board. If you choose to sell this way then please take great care of your personal security when potential buyers are viewing the property

If you, or an estate agent wishes to put a 'for sale' board outside your home, you must ask for permission from your local estate office first. The board must not measure more than 0.5 square metres or a total area of 0.6 square metres for two joined boards. No advertisement board is allowed to extend more than one metre from the wall of a building. Only one board may be displayed and must be removed no later than 14 days after you have completed the sale.

Who should I tell when I sell?

Your solicitor must notify lessee services when you have accepted an offer so that we can advise them on what you owe us for day-to-day service charges, major works, building insurance and ground rent.

Once you have a firm completion date you should contact the local gas and electricity companies so they can read your meter. You should also inform the Council Tax department, telephone company and Thames Water that you will not be responsible for any payment from this date.

You should advise your estate office team of the name of your buyer and the date of the sale, together with your forwarding address. If you rent a garage, parking space or storage area, you must give one week's notice that you are leaving, or pay one week's rent instead of notice, and hand in the keys to the local estate office on the day of completion. If you rent an additional space or area this must not be included in your sale. Do not hand over the keys for any additional space or area to your buyer as the estate office has a waiting list and your buyer will need to join it.

CityWest Homes Residential

CityWest Homes Residential has been trading as an estate agency, letting agency and property management services since 2009. We have let many properties in Westminster within the private sector to professional tenants, companies and students.

We cover a large area of Westminster, Bayswater, Belgravia, Covent Garden, Kilburn, Ladbroke Grove, Maida Vale,



Marylebone, Mayfair, Paddington, Pimlico, Soho, St. James', St. John's Wood and Victoria. We also have CityWest Homes offices in the majority of these locations.

At CityWest Homes Residential we have our landlord's interests at heart. Therefore we endeavour to let your property to the best quality tenants, at the best possible rent in the shortest space of time.

The tenants that we identify are from the private market, and unless otherwise instructed, are all professionals and fully referenced (including credit checks) by an independent credit referencing agency.

To provide you with the best service possible our credit referencing agency also offer rent protection insurance to give you any additional security you need.

If you would like us to find the best quality tenant for your property or if you would simply like to find out about prices and values then call today to book a without-obligation lettings or sales valuation.

Contact details for CityWest Homes Residential can be found in section 13.

Outstanding major works bills

There may be charges for major works that are in progress or have been completed and for which you have not received a final account. Your buyer will

not want to take responsibility for these bills and you will need either to pay the outstanding charges or agree an amount to be kept from the purchase price against these future bills. This amount is held by your solicitor and is known as a 'retention'.

We will provide an estimate of your final liability after deducting any payments you may have already made towards the cost. This estimate will be used by your solicitor to negotiate the amount of the retention.

Alternatively, you can ask us how much we will accept in full and final settlement. This way you can avoid any money being held back from the sale against major works bills. If full payment is made when the sale is completed, we will not bill or credit either you or the new lessee any shortfall or overpayment when the actual cost is known.

Information for your solicitor

We make a charge for supplying information on your accounts that you need when you sell. The charge is currently £115 (as of December 2012) and is not subject to VAT. We provide the information to your solicitor, not to your buyer or their solicitor. The charge covers the cost of correspondence and supplying the following:

- Copies of service charge accounts for the property for the past three years



- The most recent estimated service charge account for the property
- Details of any outstanding major works liability
- A schedule of future planned works for the block or estate
- A copy extract from the council's insurance policy

The charge does not cover information supplied by any other council department such as local land searches, bulk photocopying, copies of the lease, contract specifications, planning permission or any fee payable for the registration of notices or deeds.

Information will not be sent out until either the payment of the fee or a written undertaking is made by a solicitor to pay the fee. Cheques should be made payable to City of Westminster and sent to lessee services (details of which can be found in section 13).

If you live in a property which is managed by a Tenant Management Organisation (TMO), the TMO may make a separate charge to provide details of their accounts and status.

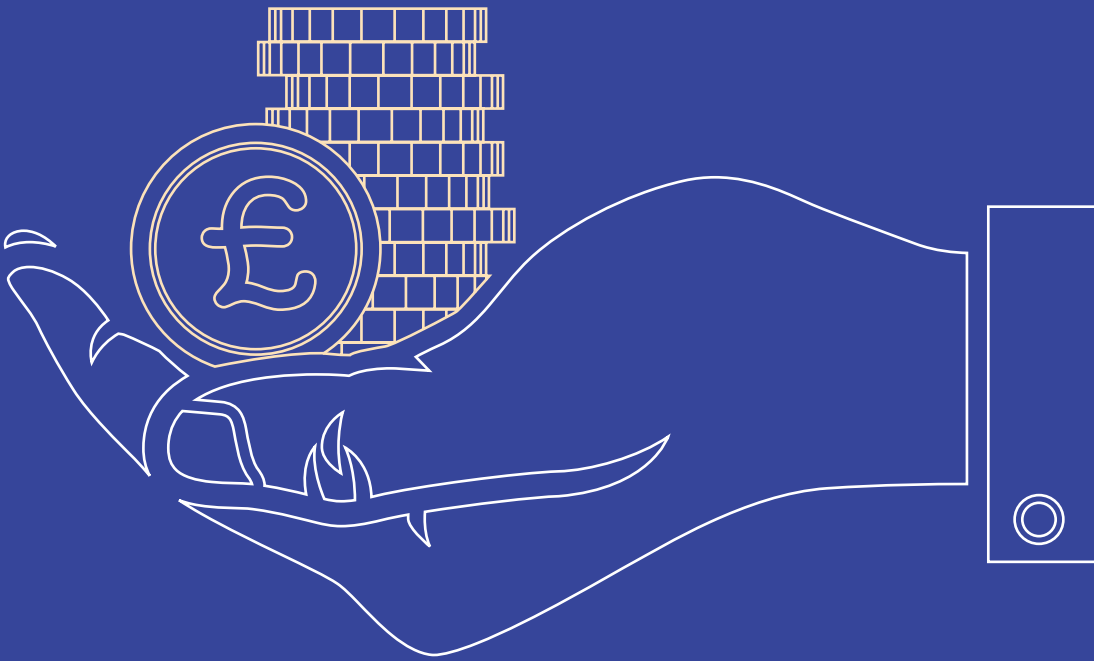
Registering the assignment

The new leaseholder or their solicitor must register their interest in the property and that of their mortgage provider within 21 days of the purchase. There is a fee of £30 for registering the assignment and a further £30 for registering a mortgage. Cheques should be made payable to the City of Westminster and sent to lessee services. There is no VAT payable on the registration fee. Please ensure that you pass on this information to your buyer.

Section 7

Service charges







Section 7

Service charges

Guide to the annual cost of managing and maintenance of your home

If you own the lease of a property, you are required to pay your share of the landlord's costs of managing and maintaining the common areas of your building. If your building is on an estate, you will also contribute towards the management and maintenance of the common areas on the estate. We account for these charges under two general headings:

- Day-to-day expenses – including insuring the building and cleaning and maintaining common areas
- Major works – these are repairs and improvements which are only carried out after we have consulted lessees

This section explains the regular charges which Westminster City Council will bill you for in your service charge account.

Your lease with the council informs you of when you must pay your service charges. Charges are usually paid in two instalments on 1 April and 1 October.

Half yearly estimate from 1 April

We will send you a demand at the end of March for the estimated service charges for the period 1 April to 30 September. This estimate is based on the expected service charge for the coming year by type, such as repairs maintenance and insurance. It will include any amount owing from the previous half-year period. The balance shown is due to be paid within 21 days of receiving the demand.

Half yearly estimate from 1 October

We will also send you a demand at the end of September for the balance of the estimated annual service charges covering the period 1 October to 31 March. It will include any amount owing from the previous half year period and will also include the difference between the estimated and actual charges from the previous year shown on your annual statement of actual expenditure. Again, the balance is due within 21 days of receiving the demand.



Annual statement of actual service charge expenditure

This statement relates to the service charges due for the previous year ended 31 March. It compares the actual costs for your property to the estimated costs that you should already have paid. The balance at the bottom of this statement will be added or subtracted from your October statement.

Service charge costs are usually allocated to individual blocks of flats. Your contribution is calculated on the number of bedspaces within that block. In some cases, a charge may be attributed to more than one block, such as a communal garden on an estate. In these cases, the costs are spread across all the blocks on the estate. Your percentage share of the block and estate costs are shown at the top of your account.

Which services are included in my service charge?

The following is a list of the works and services that may be included in your service charges:

Repairs and maintenance

These are day-to-day repairs and maintenance to the communal areas of your block and estate.

Building insurance

Westminster City Council is responsible for insuring the property on your behalf. All the council's buildings are insured in case of fire, lightning, impact, storm damage etc.

Communal electricity

This covers the cost of any electricity to the common areas such as lighting and running the lift service.

Grounds maintenance

Grounds maintenance includes grass cutting, maintenance of flower beds, planting, pruning and tree work.

Lifts

This covers running the lift service including the cost of inspections, repairs and maintenance to ensure the lifts are in working order.

Paladin rubbish bin hire

This covers the cost of hiring, maintaining and cleaning Paladin bins or any other suitable receptacles for household waste. The charge is for the containers themselves as there is no charge for collecting and disposing of household waste deposited in the bins. This cost is included in all residents' Council Tax.



Other charges

The works and services listed above are not definitive and other charges may appear in your account depending on the requirements of your property. These can include charges for television/radio aerial maintenance, door entry systems and concierge services.

The council recovers the cost of managing leasehold properties under a number of headings:

- **Supervision and management**

This relates to overheads and costs associated with services provided for the benefit of all residents, both lessees and tenants. It includes general estate management, resident consultation and enquiry handling

- **Contract supervision**

This charge relates to the overheads and costs associated with managing and supervising estate/block service contracts provided for general resident benefit. It includes cleaning and grounds maintenance and the costs are expressed as a percentage

- **Accountancy and administration**

This charge relates to overheads and costs associated with services provided exclusively for lessees such as service charge queries

- **Repairs and Planned Preventative Maintenance (PPM) on cost**

The responsive repair and PPM on-cost is a percentage added to the cost of each repair or maintenance item and covers the cost of processing repair requests, ordering works, checking the work is completed satisfactorily and processing invoices. The percentage on-cost is arrived at by comparing the costs and overheads of the staff managing and administering the responsive repair and PPM programme with the actual annual expenditure on repairs and PPM.

The management costs are incurred at two levels, centrally by CityWest Homes and locally by your estate office.

If a cooperative or a Tenant Management Organisation (TMO) manages your property, your service charge will include an amount to cover the TMO overheads and running costs.

Ground rent

This is a fixed annual fee specified in the lease. Since February 2005, there is a statutory requirement to notify long leaseholders (leaseholders that have a contract of 10 years or longer) that the ground rent is due prior to issuing the demand for payment. The notice is not a demand for payment. A lessee will not be liable to make a payment of rent if the landlord fails to issue a Ground Rent Notice that complies with the statutory requirements.



Paying the charge

Financial queries concerning payment details should be addressed to lessee services (contact details can be found in section 13).

What will happen if you don't pay?

If you are unable to pay your service charges on time then you must contact us as soon as possible. From here we will do our best to find a way to make payment easier for you.

If we do not hear from you regarding non payment, we will consider official proceedings and keep you advised of the action we are taking.

Service charge arrears are a breach of your mortgage agreement so we must inform your lender. If you fail to pay your charges your lender may decide to pay on your behalf and will add your service charges to the amount you already owe them. This means that you will pay interest on the charge.

If your lender does this and increases your monthly payments you are strongly advised to contact them to discuss arrangements if you cannot pay the extra amount. If you fail to do so, your lender may take possession proceedings, resulting in further costs and even the possible loss of your home.

If you do not have a mortgage, or have not notified us of one, our first step will be to send you a summons. If you are unable to pay at this stage, or do not agree with us a way to clear the debt, we will be forced to start proceedings for the forfeiture of your lease.

These proceedings have very serious consequences. You will be requested to attend court, and failure to do so may result in a fine. The court may allow you time in which to pay, but if you do not pay within that time, you will lose your home and still remain liable to your lender for any outstanding mortgage.

Works and services

The repairs team keeps a record of the repairs carried out to your block/estate. If you would like to view these records, or have any queries about items of repair, maintenance or any services carried out, please contact the repairs team. You can also request a summary of the repairs carried out in the last financial year from lessee services (contact details can be found in section 13).

Understanding your service charges

On the following page we have provided a template of what a service charge letter will look like.



This template will give you a guide as to what a service charge will look like and explain what payments are required and what they are for.

When you receive your official service charge bill there will be more pieces of paper included. These additional pieces of paper will include itemised descriptions for works incurred and the cost for each.

This allows us to be clear on what works have had to take place and give complete transparency between works carried out and the costs incurred.

If you have any questions about your service charge then contact the lessee services department. Contact details can be found in section 13.



CITYWEST HOMES

Reply To: Lessee Services
CityWest Homes
21 Grosvenor Place
London SW1X 7EA

Tel: 020 7245 2106
Email: lessee frontline@cwh.org.uk

Our Ref:

Date:

Dear Lessee(s),

ESTIMATED HALF-YEARLY SERVICE CHARGE 01 OCT 2012 TO 31 MAR 2013

Address:

Account No:

Please find enclosed your Estimated Service Charge Account for the current period.

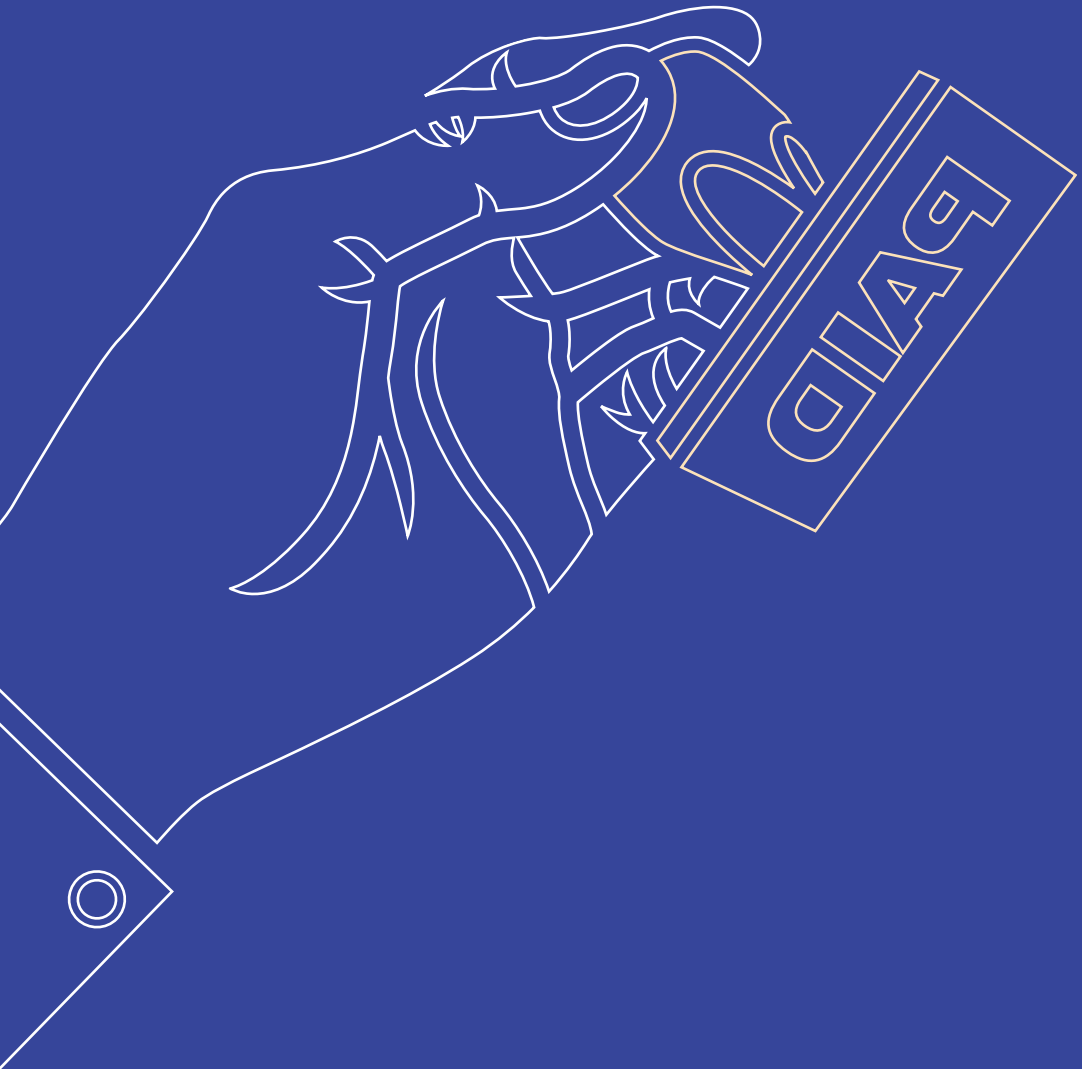
Your statement of account is as follows:

Balance Brought Forward	£0.00
Estimated Cost of Services for the current period (See section 1 of breakdown)	£298.56
Estimated Management Costs (See section 2 of breakdown)	£172.90
Other costs (See section 3 of breakdown)	£439.42
Total Half-Yearly Charge	£910.88
Less Payments Received	£0.00
Total Due	£910.88

The balance can be paid in by post to PO Box 397, Warrington, WA55 1GG, by credit or debit card using our automated phone line on 020 7823 2601 or the internet (www.cwh.org.uk) or by direct debit. Payment should be made in full by 21 October 2012 unless you have already arranged to pay by instalments. If you think you may have difficulty paying your account, please contact us at the above address.

Section 8

Paying your service charges







Section 8

Paying your service charges

This section explains the various ways in which you can pay your service charge.

How to pay your service charge?

Direct debit

Paying by direct debit is similar to paying by standing orders as the payments are made automatically from your bank account. The difference is that if there is any change to your service charges we will contact your bank or building society to change the amount, after we have told you of the change. Therefore you will not have to change any details yourself, making it a more convenient way to pay your service charges. You will be notified in writing 10 days prior to any changes.

You can cancel a direct debit arrangement at any time by contacting your bank or building society. At present we are only able to offer one direct debit date, which is the 24th of the month. We are investigating options to introduce more dates. If you would like a direct debit form, please contact lessee services.

Cash or cheque

Cash is accepted at the Post Office and Pay Point outlets but you must have a

payment card, which you can obtain from the lessee services team. Your service charge account details are held on the card so that your payment credits your account accurately. The cards are available on request from lessee services and will take five to 10 days to be sent to you.

Alternatively please post all cheque payments to: Director of Finance
PO Box 397
Warrington
WA55 1GG

Cheques should be crossed and made payable to City of Westminster.

Payment by standing order

Setting up a standing order is a simple way of paying your service charges if you have a bank or building society account. Once your bank or building society has received a completed standing order form, they will make the payment automatically. You can cancel the standing order at any time by contacting your bank. If your service charges change, you will need to contact your bank or building society to change the amount of the standing order.



If you would like to pay by standing order please contact lessee services and we will send you a standing order mandate form.

Standing order payments are due by the 15th day of the month.

Online payments

You can make a payment by credit or debit card via the internet. This service is available 24 hours a day, seven days a week. To make a payment using the website you will need to have your payment reference number, which is a 10 digit code.

To pay online, go to www.cwh.org.uk. Select the 'I am a leaseholder' page then 'How do I pay my service charges' and then select the 'payment page'.

You will be able to print a receipt at the end of your transaction.

Paying by telephone

You can pay by bankcard using our automated voice response system on 020 7823 2601. Calls to this service are charged at the local rate. You will need a touch-tone phone, and you will also need your service charge 10 digit reference number and payment details to hand. The system will advise you if you enter your account details incorrectly, and will give you a receipt number to confirm payment.

Payments will appear on your account on the following day.

Difficulties paying your service charge

It is important that you pay your service charge when it is due. If you don't you may risk losing your home. If you are finding it difficult to pay you should contact your leasehold adviser as soon as possible. Your leasehold adviser will help you come to an agreement to clear any arrears by paying regular instalments.

If you cannot keep to an agreement you have made, even if it is just for one payment, you should contact your leasehold management finance officer.

Should we write to you about service charges please respond immediately or this could result in your case being referred to our solicitors for non payment of your service charge account.

Help with paying your service charges

Housing benefit

This is a means-tested benefit to help people pay their service charges. The amount of help you receive will depend on your income.

You will need to contact your local benefits office. You can also contact the benefits service directly on 0800 882 200.



Minicom users can call 0800 023 4888.
If you receive the above benefit it is very important that you tell the benefits service if your circumstances change because it may affect the amount you receive.

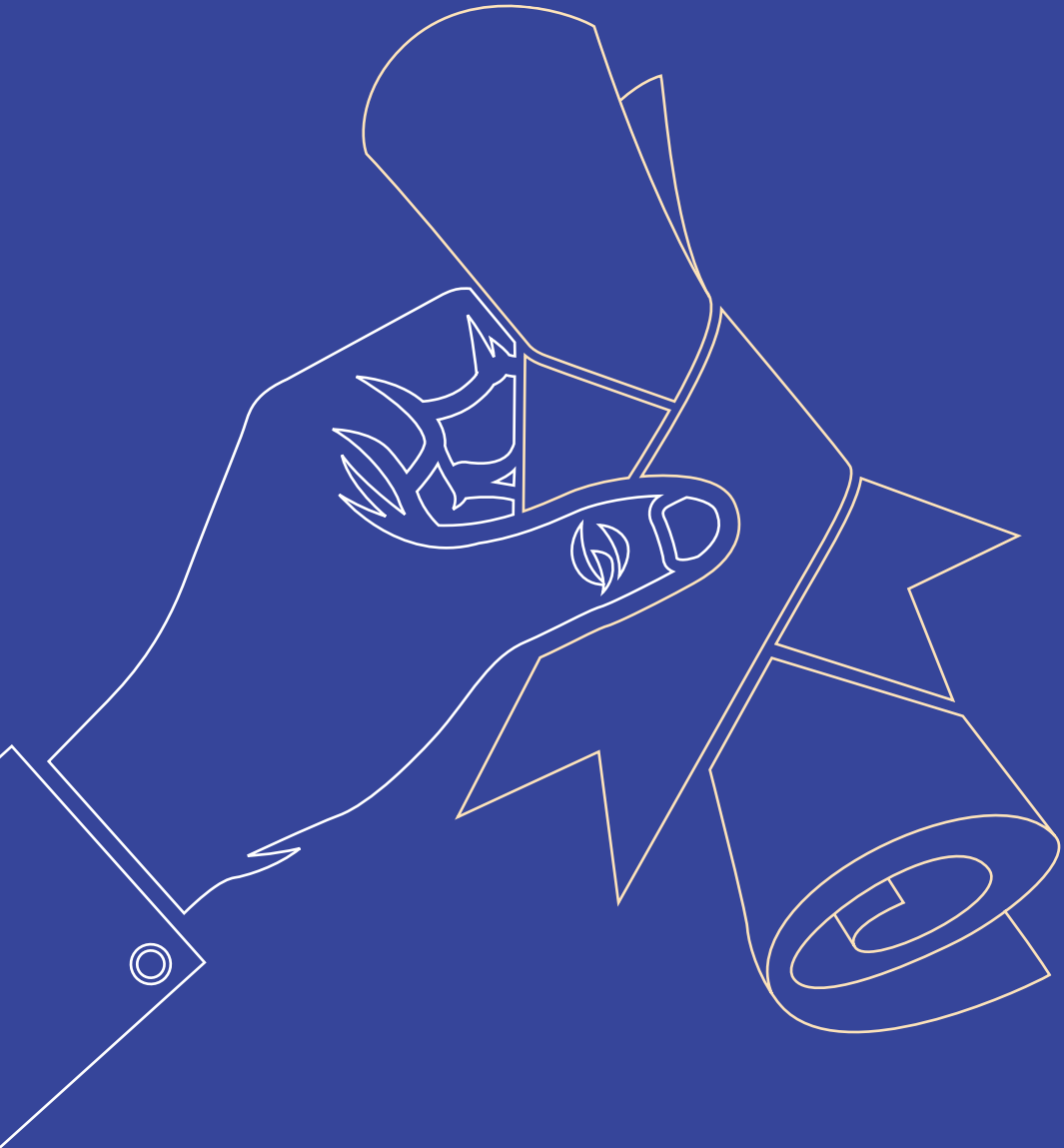
This benefit does not cover heating or water charges that may be included in your service charges (or charges for sheds, garages or parking spaces).

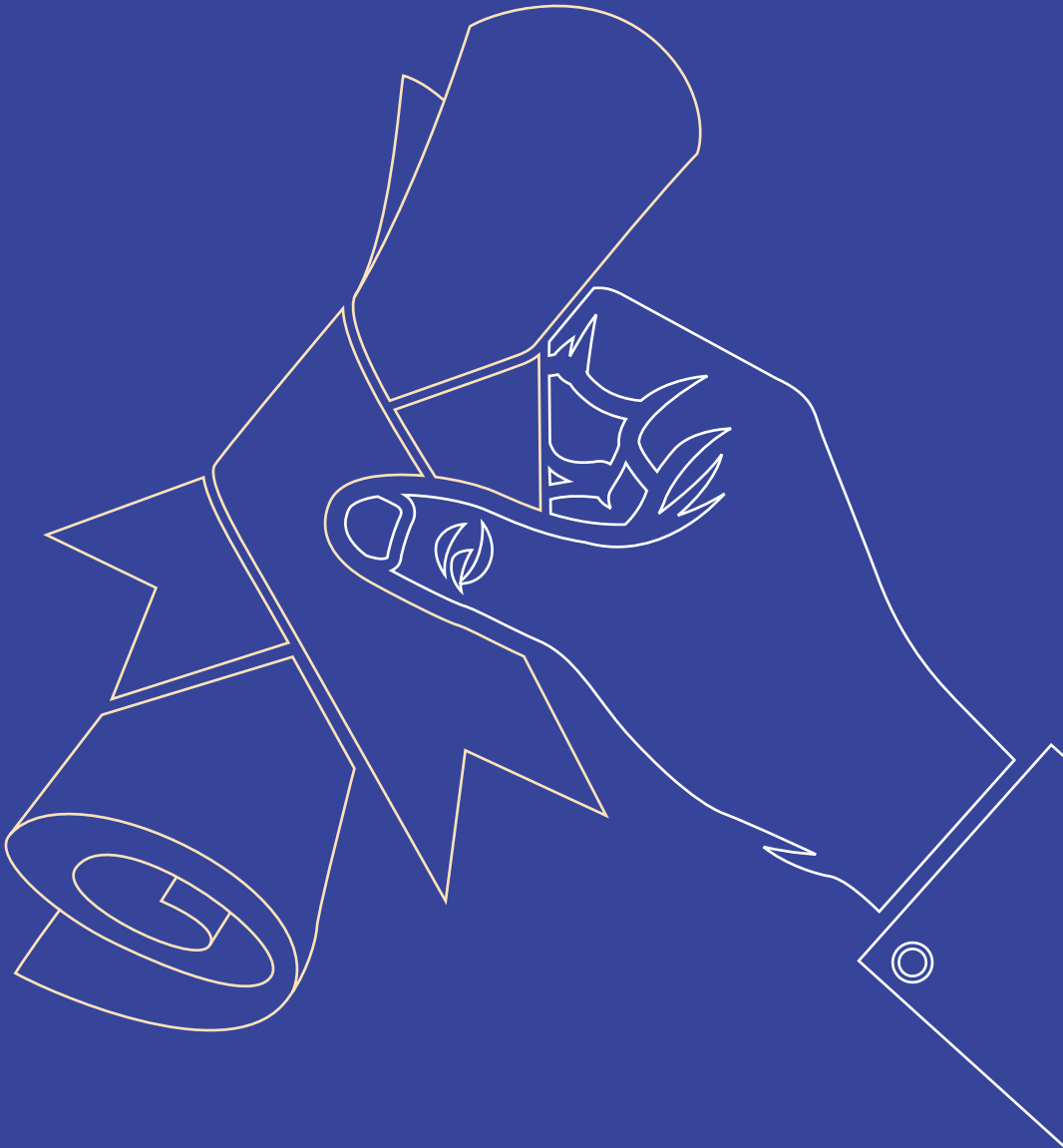
Please be aware the ultimate responsibility for ensuring your service charges are paid on time is yours.



Section 9

Your lease







Section 9

Your lease

Guide to responsibilities and rights

Your lease is a legal document. Before you bought your home, your solicitor should have explained your lease in full so you understand both your responsibilities and those of CityWest Homes and Westminster City Council.

We have been selling properties since 1974. Since then there have been various changes to both legislation and council policy which have resulted in changes to our standard lease. This means that, although the leases granted by us follow a standard form, there can be variations. These variations particularly affect how we charge for major works and improvements.

The lease is a contract between you and the council. A guide to what you can expect to find within your lease follows.

Common terms used in the lease

The lessee is you as the owner of the property. The lessor is the council.

The lease percentage is the proportion of the costs of cleaning, maintenance, repairs and improvements that you can be charged for.

The lessor's financial year is from 1 April to 31 March in the following year:

The estate: If the property you have bought is situated on an estate, the estate is named. The area of the estate is outlined in red on the plan attached to the lease. This identifies the area of land, gardens and roads included within the estate. It also identifies any parts that are excluded such as shops and electricity sub stations. You will have to contribute to the cost of cleaning and maintenance of the area identified as the estate.

The property: This is the name of the block or if you live in a house within a street, the address of the house.

The reserved property means the parts of the block, house and estate that are not included within the flat or maisonette you have bought and which are not separately let to other owners or occupiers. It is our responsibility to repair and maintain these parts, and you will have to contribute towards the cost of cleaning, maintenance, repair and improvement. These parts include:

- All doors and door frames
- Communal staircase or corridors
- External walls or walls dividing your flat from another (but not the internal faces of walls within your home)



- External window frames
- Foundations
- Lifts
- Roof

The demised premises is the part of the block or house which you have bought, such as the internal shell of your flat or maisonette. It is your responsibility to maintain this part of the block or house, which includes:

- The floor surface, including floor boards or floor screed and balcony floor asphalt
- The ceiling plaster or plasterboard
- The wall plaster or plasterboard
- The walls, excluding the exterior walls and walls dividing the flat from other flats or common parts
- The internal surfaces of the exterior window frames
- Window glass
- To pay the ground rent and all other charges for which you are liable at the times stated
- To keep your home in good repair and condition
- To advise lessee services within 21 days if you sell or sublet (having obtained approval to sub let) your home, and meet our costs of registering the subletting or sale
- To use the flat or maisonette as a single private flat for residential use
- Not to allow nuisance within your home which may annoy or cause inconvenience to your neighbours
- Not to carry out alterations or improvements to your home without our prior written consent and to pay our costs in processing any application
- To repay any discount that is repayable if you sell the property
- Not to keep a dog, cat or other animal in your home without our prior written consent
- Not to erect an external aerial or other television/radio receiving apparatus without our prior written consent
- Not to have liquefied petroleum gas or any other explosive material in your flat or maisonette or anywhere in the block /house or estate.

Your responsibilities

Your exact responsibilities depend on your lease but you are generally required:

- To pay a proportion of the council's reasonable estimated costs of managing and maintaining the block or house and estate and of the council fulfilling the lease requirements
- To pay the estimated costs not later than 21 days after the first day of April and the first day of October each year
- To pay within 21 days of request, the difference between the actual costs and the estimated costs, where the actual costs are higher than the estimated costs that you have already paid

The council's responsibilities

Again, these depend on your lease but the council is generally required:

- To credit your account any amount by which the estimated costs exceed the actual costs



- As far as is possible to ensure that every lease contains the same obligations and regulations
- To keep the structure of the buildings in good repair and condition
- To insure the block or house, including your flat but excluding contents, and the estate, against loss or damage by fire and any other risks which it may consider appropriate

Your rights

This depends on the lease, but you generally have the following rights:

- For you or any other person going to or leaving your home to use any part of the estate or block that provides access or exit to or from your home
- Access to a water and electricity supply

The council's rights

This depends on the lease, but in general the council has the right to:

- Run and maintain electricity cables or water or gas pipes from any other part of the estate or block through your property
- Enter and remain in your home for a reasonable period, subject to reasonable notice, to carry out any works to common areas or structure
- Extend or carry out alterations or improvements to the block or estate, excluding your property
- Close, divert, stop-up, substitute or alter any roads, footways or gardens on the estate

Subletting

There are generally no restrictions in the lease preventing the subletting of the whole of your property. However, you must use your home as a single private residence for an individual or an individual and their family as their only or main home. Under current rules any letting must be for more than 90 days unless you have specific planning permission.

You must also inform lessee services within 21 days if you plan to sublet your property.

If you have a mortgage, your lender may have restrictions on subletting and you should get permission from them before you go ahead. You must also register the subletting and any further under-letting within 21 days by supplying lessee services with a copy of the tenancy agreement as well and paying the £30 administration fee (payable each time the tenant changes and for each under-letting).

If you sublet your property, you are responsible for your tenant's conduct. It is therefore important that your tenancy agreement includes the same rules and regulations that apply to you as a lessee.

For further details please contact your local estate office or lessee services (contact details can be found in section 13).



Extending your lease

Most lessees who satisfy an ownership test have the right to buy, at a fair price, a new lease expiring 90 years after the expiry of their present lease. To qualify, you must have owned your flat for the preceding two years. If you want further information about getting a new lease, you should contact lessee services (contact details can be found in section 13).

Carrying out alterations or improvements to your property

It is a condition of the lease that you obtain our permission before carrying out any alterations or improvements to your home. For further details, see section 3.

Properties held on lease by Westminster City Council

Most of the council's housing stock is held freehold, meaning that we own the property. However, there are a number of properties where the freehold is owned by another organisation or individual. We have a leasehold interest in these properties for a term ranging from just a few years to many hundreds of years. The owner of the property is known as the superior landlord or freeholder.

The council itself is the superior landlord's lessee. However, the council remains the landlord to the residents living in the property. If you have bought a flat

in one of these properties, your lease is called an 'underlease'. If you want further information about the rights and responsibilities relating to underleases, you should contact lessee services.

Neighbour nuisance

Westminster City Council and CityWest Homes work with residents to help improve the quality of life for everyone. Our strategy recognises that there are no easy answers to nuisance problems and that there is no single solution which will always work. It therefore includes a range of initiatives that local estate teams can select, as appropriate, to deal with individual problems.

Nuisance problems often arise when people act thoughtlessly and without regard for their neighbours and other residents on the estate. In addition to keeping to the formal rules of your lease conditions we encourage you to be a good neighbour and follow these common sense guidelines:

- Inform your neighbours in advance if you plan to have a party or do DIY work. Please remember to keep the noise down to a reasonable level. The Noise Act 1996 states that the hours of 'night' are 11pm to 7am so loud music from a party should be turned off, or at the very least turned down at 11pm
- If you have permission to keep a pet, please look after it properly and don't let it foul in public areas or cause a nuisance in any other way



- Make sure your children do not disturb other people
- Dispose of your rubbish properly

If nuisance of any kind continues we will consider what action can be taken, such as mediation, an injunction or a possession or forfeiture order against the residents who are causing a nuisance. Usually we can only do this with strong evidence from the residents suffering from the nuisance and will need your active support throughout. This will include you keeping a written record of the nuisance and if the case proceeds to court, attending as a witness.

You can find out more information from your local estate office, or by asking your allocated housing officer for more details.

Racial and other forms of harassment

If you are the victim of racial harassment or any other form of harassment, you should let the estate office know as soon as possible. Your needs can then be considered and action taken against the residents who may be harassing others.



Section 10

Freehold purchase







Section 10

Freehold purchase

This section provides information about buying the freehold of your building (also known as collective enfranchisement).

It reflects the changes introduced by the Commonhold and Leasehold Reform Act 2002. If you do decide to purchase the freehold of your building, please always seek professional advice first.

Eligibility

To qualify:

- The building must be self-contained, and comprise at least two flats
- At least two-thirds of the flats in the building must be sold
- At least half the number of flats in the building must take part in the purchase
- Where there are only two flats in the building, both lessees must take part in the purchase
- No more than 25% of the building can be for non-residential use (for example, shops)
- If a lessee owns more than two flats in the building, they cannot take part in the purchase

Potential advantages

These include:

- The ability to organise works to the building yourselves

- The ability to extend your own leases at a low cost
- The possibility of reducing your service charges
- An increase in the saleability, and potentially the value, of your home

Responsibilities

Your responsibilities would include:

- Managing the day-to-day running of the building
- Organising general maintenance
- Arranging for major works to be carried out
- Collecting service charges
- Insuring the building
- Providing us with information about future works and service charges, if a tenant applies to buy their home

Lessees who bought their homes under the Right to Buy scheme

It is a condition of Right to Buy purchases that if you sell your home within the first five years of buying, you will need to repay some, or all, of the discount you obtained from the council. This will still be the case if the freehold is sold.

When you bought, you were given information about works that the council intended to do over the next few years,



and the likely cost of these works. The council may be limited in what it can charge you, but you will not have any protection against works costs if the freehold is sold.

Rent to mortgage lessees

Rent to mortgage lessees are included when calculating the percentage of flats owned in the building.

You can take part in the purchase of the freehold, even if you have not made a final payment to the council.

The outstanding percentage value of your homes will still be owed to the council, and will have to be paid if you sell your home. The discount repayment rule still applies.

Shared ownership/flexible ownership lessees

If you are a shared ownership lessee who owns 100% of your home:

- You are included when calculating the percentage of flats owned in the building
- You can take part in the purchase of the freehold

If you own less than 100% of your home:

- You are not included when calculating the percentage of flats owned in the building
- You cannot take part in the purchase of the freehold
- The council will take a 999-year leaseback on your flat

- You will be responsible for the shared ownership lessees' costs

Outstanding payments

Any outstanding ground rent, service charges, major works costs, or any other money owed to the council by any lessee (not just purchasing lessees) must be paid on completion.

New tenants

If a tenant moves, the council will sub-let the flat to another tenant and they will be responsible for choosing the tenant.

Leasebacks

If you buy the freehold, you will not become the tenants' landlord. The council will take a 999-year leaseback on any tenanted flats in the building. The leases will be similar to your own.

Service charges on a leaseback flat

For each leaseback flat, you can charge the council a percentage of the reasonable day-to-day running costs of the building. We will let you know the percentage for each flat.

You cannot charge the council ground rent.

You should send lessee services an estimated service charge bill in April and October each year, to cover the next six



months. At the end of each financial year, you must produce a statement of actual expenditure.

The council has the right to inspect accounts, receipts and supporting documents.

You must consult with the council (and every lessee) before you let long-term contracts such as managing agents, cleaning and insurance. If you do not follow the correct consultation procedure, you will not be able to reclaim your full costs. The Leasehold Advisory Service (LEASE) can be contacted on www.lease-advice.org or by calling 020 7383 9800.

Major works and leaseback properties

For each leaseback flat, you can charge the council a percentage of major works costs. We will let you know the percentage for each property.

You must consult with the council (and every lessee) before you carry out major works. You cannot start works before you have followed the consultation procedure. If you do not follow the correct procedure, you will not be able to reclaim your full costs.

Tenants who apply to buy their homes once the freehold is sold

If a tenant applies to buy, you will have to provide us with information to include in their offer of sale. For example, what works you intend to carry out over the next six years, and yearly service charges.

The process may vary, but is generally comprised of the following steps:

Initial Notice: Your solicitor serves an initial notice on the council. The notice includes the price you propose to pay for the freehold and gives a date, at least two months later, by which the council must reply.

Eligibility: We check whether the building and the lessees qualify.

Valuation/counter notice: If the property seems to qualify, we arrange for the freehold to be valued and send you a counter notice. We may agree with your terms, or propose others. For example, we may not agree to the proposed purchase price.

Agreement: Once terms have been agreed, contracts should be exchanged within two months. You pay a deposit and a completion date is set.



Costs

The valuation

The valuation is made up of:

- The freeholder's interest. This includes compensation for loss of ground rent and the fact that the properties will not revert back to the council when the leases expire

Marriage value

- Marriage value is the potential increase in the value of your flat when you have bought the freehold. You do not pay marriage value if you have more than 80 years left on your lease
- The value of other elements, for example, garages

Hope/development value

This is an amount to compensate the council for any loss as a result of selling the freehold, for example, an extra room could be created in an attic.

You will have to pay the council's costs for dealing with your application, whether the sale completes or not. Our costs will include our valuer's and our solicitor's fees

Your costs

As well as paying the purchase price and our costs, your own costs may include surveyor's fees, legal fees, land registry

fees, stamp duty land tax, the costs of any non-purchasing lessees and the cost of setting up a company

Survey

We recommend that you have a survey done so that you are aware of the building's condition and any works that may be needed, before you buy the freehold.

There may be asbestos in the common parts of the building. If you would like your local estate office to arrange for an asbestos survey to be carried out, please contact them direct.

Types of leases

Although most of our leases are similar, there are some variations, and each lease will need to be checked by your solicitor.

Right to Enfranchise (RTE) companies

The government intends that in future, lessees will set up an RTE company to buy the freehold of their building.

The RTE company will serve a notice on all the lessees in the building who haven't already joined the company, inviting them to take part in the freehold purchase.

Until this comes into force, you will need to set up a management company to buy the freehold as your 'nominee purchaser'.



Management companies

Each purchasing flat owns a share in the company and has one vote.

The company must allow for new shares to be allocated or assigned to new owners and allow for the recovery of expenses which are not covered by leases.

Your solicitor can help you with setting up the company.

There are obligations that come with setting up a company, for example, holding an annual general meeting and producing accounts. You will need to look into this in detail.

The Companies House website has information about setting up and running a company at:
www.companies-house.gov.uk.

If you rent a parking space, garage or store shed from the council, you will be able to continue to do so but please note the cost will increase as you will no longer be a lessee of the council.

If you move, you will not be able to pass on the parking space or garage to the new lessee.

Insurance

You will need to arrange building insurance to start on the day that you exchange contracts.

As it can take some time to arrange, please start looking into suitable insurance as soon as possible. Initially, you should take out a policy for 12 months or less.

If there are any leasebacks, the council's interest will need to be noted on the policy, and your solicitor will be required to provide proof of your insurance to our solicitor before completion.

Prior to completion

Once a completion date has been set you must stop paying service charges, as any outstanding charges will be added to the final amount you pay on the day of completion.

This means that you will be required to cancel any standing order arrangements that you may have with your bank or building society.

After completion

The purchasing lessees own the freehold and take the responsibilities that the council had as landlord and freeholder before the sale took place. Each property (where the lessees took part in the purchase) owns an equal share in the freehold.

If the council has taken any leasebacks, they become your lessee. If any lessees did not take part in the purchase, they become your lessee. All the obligations contained in the leases remain.



If you sell your flat, your share of the freehold passes to the new lessee.

Before you apply

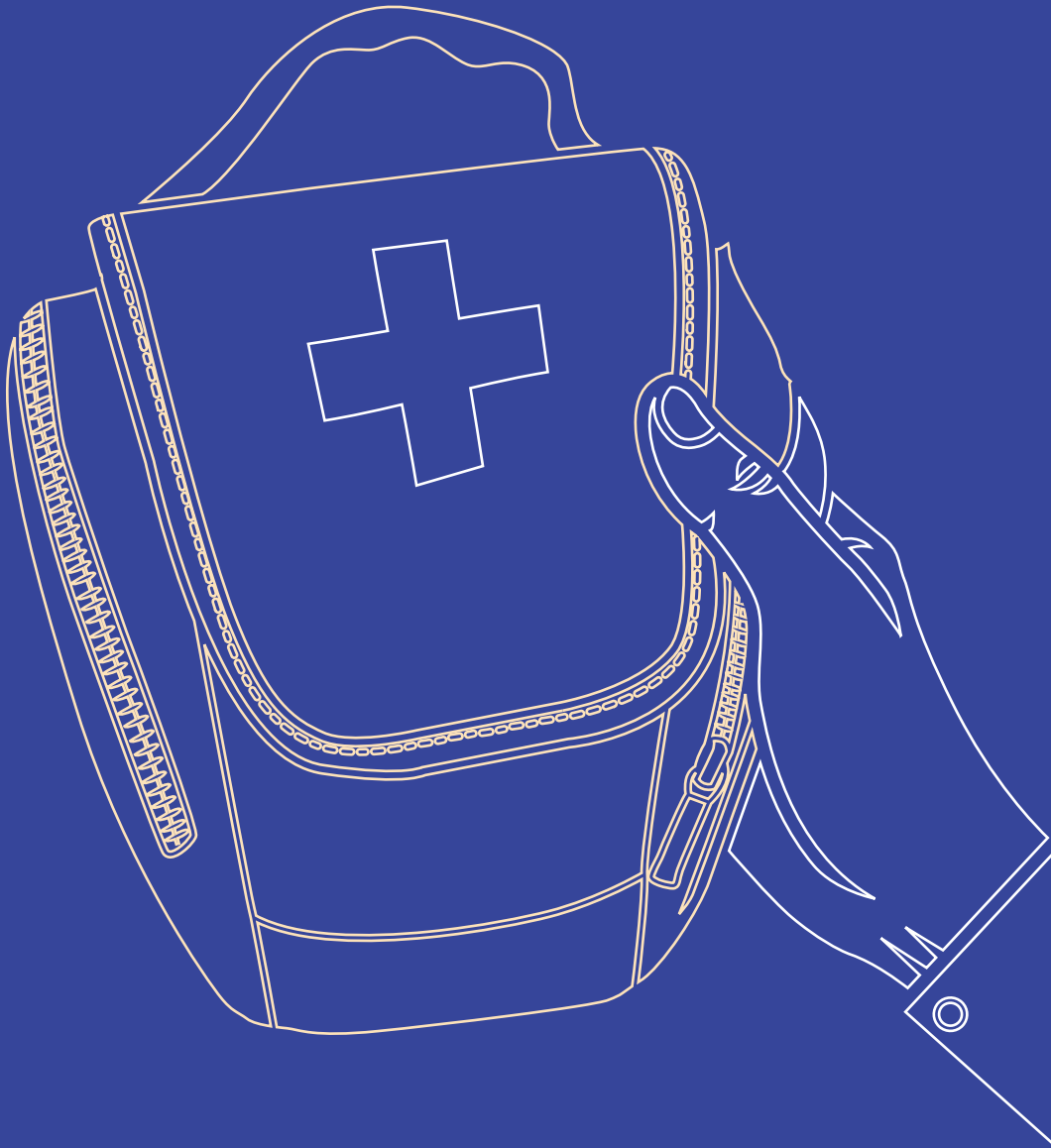
Please speak to all the other lessees so that:

- You can ensure that enough people are committed to buying the freehold
- Discuss how you might manage the building
- Agree a means of paying initial costs such as your valuation and solicitor's fees

Section 11

Health and safety in your home







Section 11

Health and safety in your home

CityWest Homes takes your health and safety very seriously. This section of the handbook will explain how you can maintain your health and safety.

Fire safety: what to do in an emergency?

Fire action notices or plans are displayed in the communal areas of blocks which detail the fire evacuation strategy for each building. Further guidance is contained within our 'preparing your household for emergencies' booklet, available to download from the publications section of the CityWest Homes website.

Fire precautions

To ensure your safety CityWest Homes provides fire precautions within all its blocks, these fall into two categories:

Passive measures – such as

- The type of material we construct your flat's walls and floors from
- The provision of communal fire doors. NB Lessees are responsible for ensuring their flat entrance fire door and / or internal fire doors are maintained
- The type of paint and surface finishes we use in communal areas of blocks to prevent wall finishes being set alight or allowing fire to spread

- Fire safety signage, to ensure your visitors know what to do if they need to escape

Active measures – such as

- Smoke and heat detectors in your home (if purchased from CityWest Homes)
- Automatic smoke detection in the communal areas of your block (where applicable)
- Sprinklers where car parks are provided below blocks

NB: CityWest Homes does not provide residents with extinguishers. Neither do we provide fire extinguishers in communal areas of blocks.

Flammable substances

You must not keep any contained gas ie. liquid petroleum gas, Calor gas (BBQ gas) etc or explosive substances in your home or communal area (including storage rooms/cupboards, balcony, garage, garden shed).

Lessees who require medical gases, for example, oxygen, must inform the Housing Management Team.



Always remember

- Fire doors are important – they stop smoke and fire from spreading. Always report any damage to communal doors
- Never wedge open any fire door inside your flat or in the communal areas of your block
- Keep all escape routes in your home and in the communal areas clear of storage and obstructions
- Never fit locks to doors which are secondary means of escape routes
- Never allow children to play with matches, lighters or candles
- Never store contained gases in your home, storage cupboard or garage
- The use of BBQs in communal areas and on balconies is not allowed
- Only use the rooms in your property for the purpose they are intended
- Never tamper with, vandalise or obstruct any fire precaution provided for fire safety. This includes fire doors which have been provided for London Fire Brigades' use
- Avoid the use of convection heaters – this is the type of heater that blows out warm air. These are safe as long as they are used carefully. They must never be covered or be placed in an area where anything could accidentally fall onto them. This could block the warm air outlets, cause the heater to overheat and catch fire
- Never use gas heaters
- Don't overload plug sockets

Anti-social behaviour

If you experience anti-social behaviour there are various ways you can report it.

If you do not need an emergency response from the police then you can call the non-emergency number 101.

You can also contact Crimestoppers to report a crime on 0800 555 111.

Local estate offices can also be called. The office will aim to respond within 20 minutes if the problem is going on at the time you call. In all other cases they will respond within 24 hours.

CityWest Homes also offers a text message service. Again, we will respond within 24 hours. The number is 07781 472 634.

We also have an emergency link out-of-office number if you are experiencing problems outside office hours. Upon calling they will either contact the Police or the noise team or the duty officer to attend. The number for this service is 020 7286 7412.

In flat smoke detection

CityWest Homes does not install smoke detection within lessee properties.

If you purchased your property from CityWest Homes and hardwired smoke detection was installed, you are



responsible for testing and maintaining it once you become a lessee.

If you purchased your flat from another leaseholder and do not have any detection fitted, London Fire Brigade will fit battery-operated (10 year Lithium battery) detection for you free of charge.

To arrange a home safety visit contact London Fire Brigade:

Email: info@london-fire.gov.uk

Phone: 020 8555 1200

Text phone: 020 7960 3629

We advise all residents to test their alarm on a weekly basis and a guide on how to do this is available from your local estate office.

If your alarm starts to 'beep' at regular intervals this means it is faulty and we advise that you read the manufacturer's instructions or contact a qualified engineer if your detection is hardwired.

Never tamper with, or try and fix your own hardwired detector heads.

Gas servicing

At CityWest Homes we take gas safety very seriously and are committed to ensuring that all of our gas appliances are safe and well maintained.

As you own the gas appliances in your home, it is up to you to make sure they

are safe. The standard lease requires lessees to have their gas heating and hot water appliances checked and serviced annually by a Gas Safe installer and to provide us with proof that this has been done.

Aside from health and safety implications, failure to adequately maintain your gas appliance can adversely affect your household insurance cover. It is therefore very important that you arrange for this check to be done. We will take enforcement action against lessees who do not undertake yearly gas safety checks.

Subletting your home – important gas safety implications

If you sub-let your home, you are responsible for the landlord's duties arising under the Gas Safety (Installation and Use) Regulations 1998. This means that you are legally responsible for making sure your gas appliances, pipe work and flues are safe and well maintained. You must also arrange for an annual gas safety check by a Gas Safe registered engineer and ensure that your sub-tenant is given a copy of the annual gas safety check record (CP12). You must provide a copy of the CP12 to new sub tenants before they move in to the property.

Failure to meet these requirements can lead to criminal prosecution, resulting in a large fine or possibly even imprisonment.



For more information on gas safety you can contact the Health and Safety Executive's information hotline on 0800 300363 or visit www.hse.gov.uk/gas.

Alternatively you can contact Gas Safe Register on 0800 408 5500 or visit www.gassaferegister.co.uk

Gas leaks

If you smell gas in your home, call the free 24-hour national gas emergency number 0800 111 999, whether the smell is inside or outside your property.

You'll be asked a series of questions designed to build a picture of the reported gas escape or gas emergency. From these details, the operator can identify the right gas safety advice for you, such as:

Don't

- Use matches or any other naked flame
- Touch electrical switches including lights and doorbells

Do

- Put out cigarettes
- Open all doors and windows and keep them open until the leak has been dealt with
- Check if a gas tap has been left on by accident or if a pilot light has gone out
- Turn the gas off at the meter unless the meter is located in the cellar/basement

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

If gas is lost for a long period, National Grid will keep all residents and your estate office up to date on when they can safely restore supplies, alternative heating and cooking provisions etc.

If gas is lost for a prolonged period over a wide area, being prepared can make a difficult situation easier.

- If you have a pre-pay meter, check that you still have credit
- To conserve existing heat in your home, use just one or two adjacent rooms. Keep these areas isolated by closing doors and/or hanging blankets over doorways. The kitchen and an adjoining room are usually good choices
- If the authorities inform you that you could be without power for several days, your best option may be to stay with an emergency friend (explained later in this section)

Flooding and burst pipes

There are a number of things you can do in advance to prepare for flooding and to minimise the effects.



Prepare

- Check if your property is at risk of flooding. To assess your risk and to find information on flood protection products visit:
www.environment-agency.gov.uk
- If your property is at risk sign up to the Environment Agency's flood warning service, via their website
- Monitor weather forecasts, especially when heavy rain is expected. The Met Office can provide this information as well as extreme rainfall alerts
- If a flood is likely, put plugs in sinks and baths and weigh them down
- Check your contents insurance policy to confirm you are covered for flooding and that you haven't underestimated the value of your home contents
- Know how to turn off your gas, electricity and water supplies. If you have any doubts you should ask your supplier for advice
- Think about what you will do with pets, cars, furniture, electrical equipment and garden furniture should you be flooded
- If you have been flooded before consider investing in flood protection equipment

Respond

- If safe to do so, turn off gas, electricity and water supplies when flood water is about to enter your home
- Never touch sources of electricity when standing in flood water
- Never drive through flood water. 80% of flood deaths occur in vehicles

- If your home has been flooded you are advised to move your family and pets upstairs
- If there is raw sewage in your property do not enter your property at all and contact the Environment Agency for advice

If you get a burst pipe

- Turn off the main stopcock
- Turn on the taps until the water stops running
- Flush the toilet
- Turn off the electricity at the mains
- Call a competent plumber

What to do when you have a leak from another property

If you experience a leak from another flat in the building then you should contact your local housing team. They will investigate the incident and take the appropriate action to stop the leak.

If the leak is coming from a tenant's flat we will arrange for a repair to be carried out. If the leak is coming from another leaseholder's flat then we will contact the other leaseholder for them to carry out the necessary repairs.

If any damage is caused to your flat then you should be able to make a claim. Please see the insurance section of this booklet to find out what is covered.



Loss of water supply

If your property loses its water supply, it is advised that you check with your neighbours first to see if they have encountered the same problem. If it is just your property you should contact your supplier.

Thames Water 24-hour emergency number is 0845 920 0800.

If the whole block or estate has lost water supply your water supplier has a duty to provide you with alternative water sources.

This could be bottled water, standpipes or water tankers. If you are unable to go out to collect water make sure you have an emergency friend that can collect water for you.

It's always a good idea to keep some bottled water in your property for emergencies.

The Food Standards Agency advises that the average adult should drink one and a half to two litres of water in a typical day, (six to eight 250ml glasses).

Secondary means of escape

Some properties have what is called a secondary means of escape (SME).

An SME can either be an internal staircase which leads from your bedroom

landing to a door which leads to the communal corridor on the floor above. It might be a door which leads from your balcony, the communal staircase or even allows you to access your neighbours' balconies until you reach a main corridor or staircase.

Some flats have a door which leads to an internal staircase which they share with their neighbour's flat.

As these SMEs are provided to enable you and your household to escape in an emergency that is a fire in your property, these areas must never be used for storage or obstructed.

If your balcony forms part of an SME and forms part of an escape route for your neighbours, you must not block it or obstruct it in any way.

Where we find an SME being used for storage we will request the resident to clear it within 48 hours. If they do not, we will clear the area and the resident may be charged.

Your local estate team will contact all residents with an SME on an annual basis to arrange an appointment to inspect the SME and ensure it is unobstructed. If you have a shared SME and your neighbour is using it for storage or has blocked it, please inform your housing team in confidence.



We do not permit residents to install additional security locks or bolts to doors leading from the SME to the communal area. Where we identify such installations, we will remove them and the resident will be charged for the removal and any associated making good of damage caused to the door.

Asbestos

Although asbestos is a hazardous material, it only poses a risk to health if the asbestos fibres become airborne. These fibres can be breathed deep into the lung causing possible damage.

Asbestos containing materials pose little risk unless they are disturbed in some way that allows the fibres to be released into the atmosphere.

CityWest Homes asbestos management procedure and corporate asbestos policy outlines how we effectively manage, eliminate or control the risks to residents, staff, contractors and any other persons, likely to be affected by the presence of asbestos or any other potentially hazardous material in our blocks.

It should be noted that the information we have may not be exhaustive and as such, before you carry out any major improvement works, it may be necessary to appoint a specialist contractor to undertake a detailed survey.

If you haven't got this important information, please contact your local housing team.

Asbestos containing materials are only dangerous if damaged or disturbed. If you have them in your home you must make sure you do not disturb them in any way.

Don't

- Carry out DIY or decoration work to any panels without contacting the estate office first
- Disturb it by banging nails into it
- Cut or break it
- Drill it with either hand or power tools
- Sand it by either hand or power tools
- Scrape it or use a steam stripper
- Attempt to remove it

If you are at all unsure, or need further help or guidance, please contact your housing management team before starting any work, who will advise you.

You must let your estate office know if any asbestos containing material is damaged, has become damaged or may be affected by some works that you want to do.

If you want more information on asbestos containing materials please contact your housing management team.



Storage in communal parts

We understand that in some of our properties storage options are limited, however we cannot allow residents to store personal belongings or refuse in the communal areas of blocks.

Where CityWest Homes identifies stored items they will ask you to remove them within 48 hours. If you do not, we will remove the items and place them in storage for one month.

You will be required to pay a small fee to cover the cost of storage to get your items back.

If after one month you haven't collected your items, they become CityWest Homes' property and we will dispose of them.

This policy also applies to items you are not permitted to store in your home, garage and storage cupboard (where applicable) in addition to outlining our policies on the use of open fires and BBQs.

Emergency planning – being safe in your home

Accidents can and do happen in the home. Taking simple precautions can help you avoid potentially dangerous situations and make it safer for you, your family, your visitors, and other residents.

Emergency first steps

If you find yourself in an emergency, there are a few key things that you should always do:

- If people are injured or in danger, contact the emergency services by dialling 999
- Always follow the advice of the emergency services
- Try to remain calm and reassure others
- If you are involved in an accident or you are injured check yourself for injuries and help yourself before helping others
- Keep up-to-date with the news in your area, tune in to local radio and television stations

Helping vulnerable neighbours

In many emergencies some members of the community may be more vulnerable than others, for example the elderly and the very young.

Whilst you should always ensure you and your family are safe first, helping your friends and neighbours is also important and can save lives.

Consider making a list of vulnerable neighbours who may need help. Just checking that someone is well, or collecting some shopping for them may make the world of difference.



Having an emergency friend

One of the easiest ways of preparing for emergencies is to identify an emergency friend.

Emergency friends should be people who you trust that can help you (or you can help each other) if one of your homes or members of your family, has been affected by an emergency.

Examples of how you can help each other are listed below:

- Swap house keys. You never know when you might lock yourself out
- Provide each other a place to stay if you have been evacuated from your home or if it's been affected by a flood, fire or utility failure
- Arrange to look after each others' children or to pick them up from school if you have an emergency at work or in the family
- If you are ill your doctor might ask you to send someone to collect your medication for you
- Take copies of your most important documents or pictures and keep them safe for each other

Try and choose one friend who lives nearby and a second one who lives further away.

Make sure all your family know who your emergency friends are and make a note of them.

Pest control

If you have a problem with a pest you should contact Westminster City Council's pest control on 0800 358 0514 to make an appointment. They are able to treat for most pests including bed bugs and mice. Sometimes a treatment requires several visits and for this to be successful it is important that where access is required appointments are kept.

Security

We want you to feel safe on our estates and we carry out regular security improvements. Please report any faulty or broken lights in your area or tell us if you have any other suggestions.

Remember we do not allow residents to install security gates and grilles outside their homes.

Security incidents

If a security incident occurs, always follow the advice of the emergency services unless you have been told not to. In most cases you should:

- Go inside a building and stay inside until you are advised to do otherwise
- Tune in to a local radio or TV station for more information.



Chemical, biological or radiological incident

The Fire and Rescue Service is equipped to decontaminate large numbers of people quickly. This involves showering them and then dressing them in temporary clothing. It is important that this takes place where the incident happened so that other areas, including homes, are not contaminated.

- Move away from the immediate source of danger
- Wait for the emergency services to arrive and examine you
- Remember, if you go home unchecked you could contaminate others

Section 12

Miscellaneous







Section 12

Miscellaneous

Area management committees (AMCs)

Area management committees or AMCs are a group of residents that work closely with CityWest Homes to improve performance. They are quite new, being set up in June 2011. There is one AMC for each of our management areas - north, south, west and central.

The residents on the AMC receive regular reports on matters they are interested in and both CityWest Homes and the City Council like to talk to them about proposed changes to the service.

The AMCs also manage a community chest of £10,000. This money has been set aside by CityWest Homes to help improve the local environment or build a community spirit.

All of the AMC's residents live on our estates and they give their time voluntarily. CWH has a dedicated member of staff who helps support the AMCs, making sure meetings are organised and information is sent out in good time.

If you would like to find out more about the meetings or you would like to come and observe one, please speak to your

local AMC member, or speak to the resident relations team on 020 7245 2900 or email residentrelations@cw.h.org.uk.

Key lessees scheme

Our key lessees scheme is designed to improve communication and lessee involvement with our lessees over the day-to-day service charges. The key lessees provide a sounding board for leaseholder issues as well as helping resolve any service charge issues.

At present we provide a key lessee with details of their block and/or estate costs, including a breakdown of the communal repairs carried out during the year. This allows us to show that the charges are open and transparent. It also allows for lessees to get together to discuss them and provide feedback on the annual service charges with one point of contact. If any issues are raised they can be investigated and resolved before the Statement of Actual Costs is issued at the end of September each year.

At present we have 132 key lessees but ideally, we would like key lessees to cover all our blocks/estates. If you would be interested in volunteering to become a key lessee please contact the lessee



services team on 020 7245 2106 or e-mail us on lesseefrontline@cwh.org.uk. While not essential, for ease and speed of communication, having an e-mail address would be preferred.

How to rent a shed, parking space or garage

Sheds, parking spaces and garages can be rented from your local estate office at weekly rates. Rates will vary from estate to estate and details can be obtained from your local estate office. To rent a space or garage for parking, you will need to provide your car ownership and insurance details. Westminster City Council's tenants and lessees benefit from preferential rates while subtenants will pay an increased rate as would a general Westminster resident. Garages can only be used to park vehicles and may not be used for storage. In areas of high demand, a waiting list may operate. You will not be able to rent a shed, garage or parking space if you are in service charge arrears.

Obtaining replacement key fobs

If you have not been provided with a fob by the outgoing lessee, or you need a replacement, fobs can be obtained from your local estate office at a cost of £15 each. You will be required to provide proof of identity such as a birth certificate, passport or driving licence, and a separate document as proof of residence, such as a tenancy or lease agreement

or utility bill. If ordered before 2.00pm Monday to Friday, fob activation will take effect the following day (excluding bank holidays).

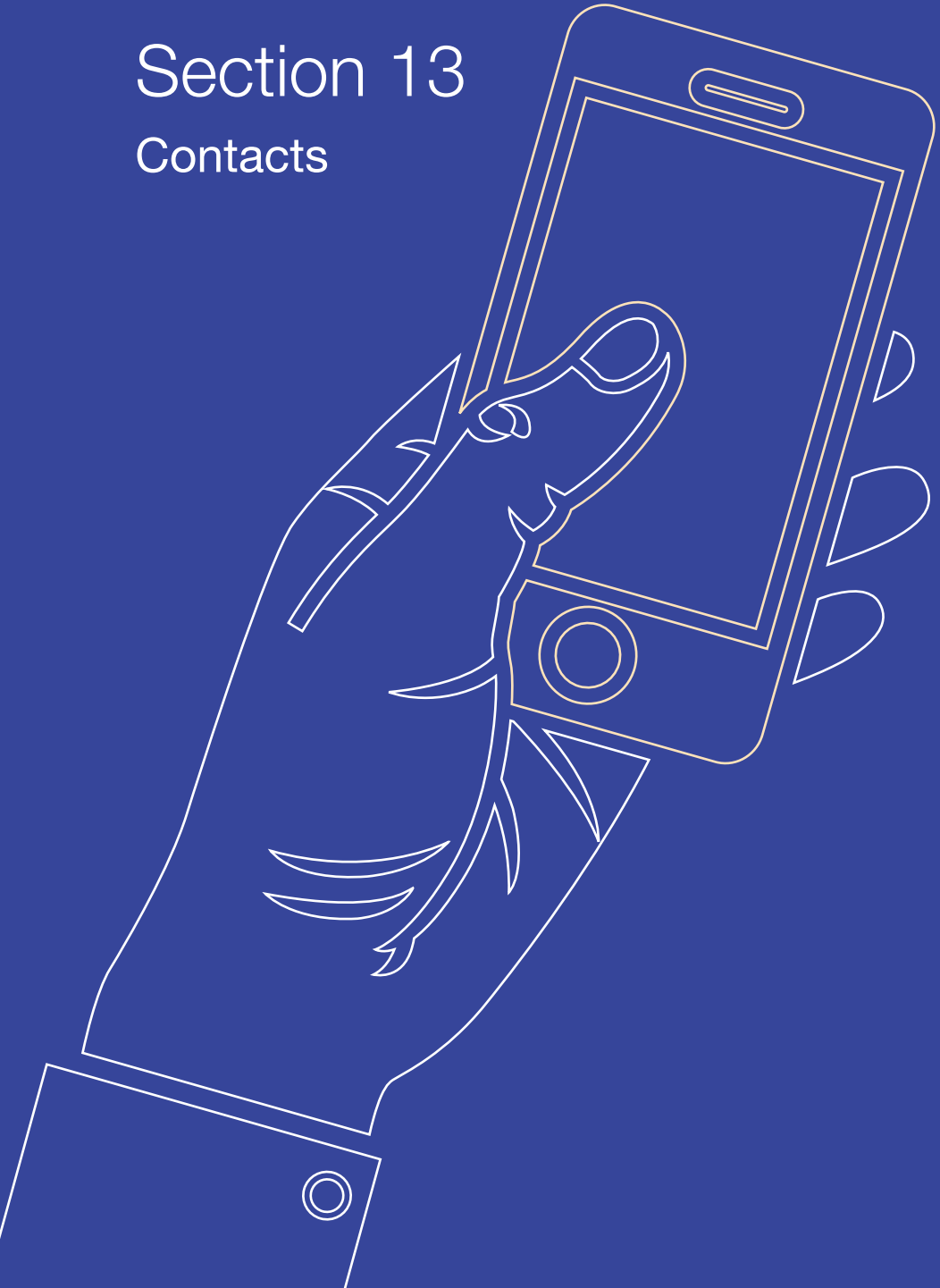
Residents are issued with three fobs per household. Residents may request extra fobs up to the number of bed spaces in their home at a cost of a further £15 per additional fob. They do not need to provide a reason as to why the fobs are needed.

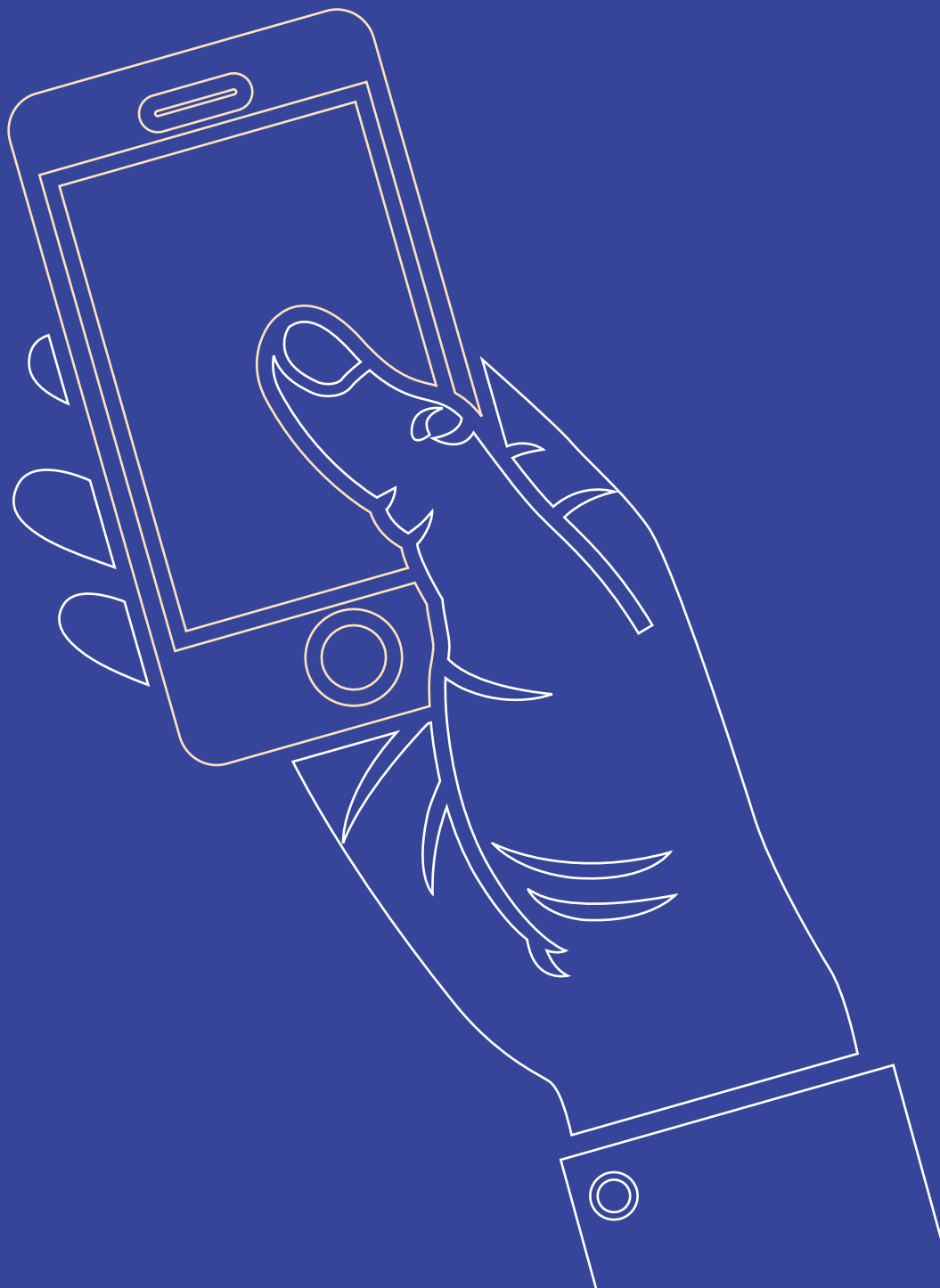
The village manger is responsible for the discretionary issue of any fob in addition to the entitled number, and these should only be made available in very exceptional circumstances.

When considering each request they will need to have the aims of the scheme in mind before making a decision and decide what is reasonable without compromising security and capacity.

Section 13

Contacts







Section 13

Contacts

Lessee services

If you have any queries about your lease, or paying for services charges please contact:

Lessee services
CityWest Homes Limited
21 Grosvenor Place
London SW1X 7EA

Phone: 020 7245 2126 or 2106
Fax: 020 7245 2100
Text message: 07781 472833
Email: lesseefrontline@cwh.org.uk
Website: www.cwh.org.uk
Minicom: 020 7245 2063 (for deaf and hearing impaired callers only)

Major works

If you have a query about major works to your block or estate, please contact the resident relations team:

Phone: 020 7245 2106
Email: lesseemajor@cwh.org.uk

Service improvement

If you have any comments about our service, please contact:

Service improvement team
CityWest Homes Limited
21 Grosvenor Place
London SW1X 7EA
Phone: 0800 358 3785
Email: serviceimprovementteam@cwh.org.uk

Building insurance

If you want further advice on building insurance please contact Westminster City Council's insurance section at Westminster City Hall:
Phone: 020 7641 2838 or 2314
Or ask at your local estate office.

Area Service Centres

Central ASC: 020 7245 2801
North ASC: 020 7245 2651
South ASC: 020 7245 2651
West ASC: 020 7245 2991

Repairs call centre

Phone: 0800 358 3783

CityWest Homes Residential

21 Grosvenor Place,
London SW1X 7EA

Rentals phone: 020 7245 2186
Sales phone: 020 7245 2186
Fax: 020 7245 2100



Other useful contacts

Gas leaks

Phone: 0800 111 999

Thames Water

Customer services: 0844 448 8694

24 hour emergency phone:

0845 9200 800

Pest control

Phone: 0800 358 0514

Email: pestcontrol@westminster.gov.uk

Information

If you have a query and it does not relate to any of the contact details listed so far, please contact us by phone or email.

Phone: 020 7245 2000

Email: info@cwh.org.uk

After hours and emergency line:

020 7286 7412



CITYWEST HOMES