



CHEL TENHAM
BOROUGH COUNCIL

Housing services

A place to call home

Your leasehold handbook

Your go to guide for living in your new home

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Congratulations on your home

We've created this handbook to make it easier to understand what your lease means, what you're responsible for and what we will do for you.

Once you've settled into your new home, you may have questions we haven't answered here.

You can get in touch with us by calling 0800 408 0000 or emailing housing@cheltenham.gov.uk

Important information:

This handbook is only a summary of your lease. This does not replace any legal agreements (including a mortgage deed) or your lease, which is a legal document that sets out your rights and responsibilities.

If you're unsure or a dispute arises, you should get independent advice from a solicitor, law centre or Citizens Advice.

Your lease

When you buy a flat you are buying only a part of a bigger building or block of flats. The council (the landlord) owns the building and is the freeholder. This means we are responsible for shared areas such as communal indoor and outdoor spaces.

Your lease is a long-term agreement for a fixed period, usually for 99 or 125 years, which you can buy or sell. The term is fixed at the start and decreases by length each year.

What is my lease?

Your lease includes information on the following:

- The part of the home you own
- Where your home is located within the building
- Which areas are shared, including drives, entrances, forecourts, roads, pavements, shared passages, landings, lifts, and other communal spaces
- Your rights and responsibilities as a leaseholder
- Our rights and responsibilities as a landlord (freeholder)
- The service charges you pay and what they cover

Your rights and responsibilities as leaseholder

Your lease contains all your rights and responsibilities, and those of the landlord. There are some important points to be aware of including:

Your rights:

You have the right to:

- Enjoy your home without unnecessary interference from your neighbours or us
- Decorate the inside of your home. You will need our permission if you want to make any structural changes

Your responsibilities:

You must:

- Pay your rent service charge and insurance costs
- Pay your share of the cost of maintaining, repairing and managing the building and any communal areas
- Keep your home in good condition including arranging annual servicing of any gas and electricity boilers you own
- Allow us access into your home for inspections or repairs, when we give you reasonable notice
- Repair any faults inside your home or carry out any work that we tell you about
- Allow us access to carry out any work that is our responsibility
- Provide us with copies of any notices that relate to your home, such as planning consent or building regulations
- Allow access through your home if another leaseholder needs to carry out repairs. Their work should cause as little disturbance as possible, and they must put right any damage they cause to your home
- Use your home as a private residence and in line with the terms of your lease

You must not:

- Make alterations, improvements or additions to your home without getting our written permission first, where permission is required under your lease
- Do anything that may cause nuisance, annoyance or a health and safety risk to other residents, visitors, our employees or contractors
- Sublet your home without meeting the requirements set out in your lease and obtaining any permissions that may be required.

Our responsibilities:

We will:

- Support you to enjoy your home and use it in line with the terms of your lease.
- Maintain, repair and decorate the building's structure and communal areas
- Maintain shared services and equipment that we are responsible for, and carry out repairs when needed
- Insure the building and, if necessary, restore or rebuild it. Your lease will normally allow us to pass on a share of the costs of these responsibilities to our leaseholders as a service charge

Making improvements to your home

As a leaseholder, you own the right to live in your home for the length of your lease, but you do not own the building itself. Because of this, there are some restrictions on the changes you can make to your home.

Some improvements can be carried out without permission, while others will need our written approval. Always check your lease and contact us before starting any major work.

What you can usually do without permission

These are typically allowed because they don't affect the structure of the building:

- Decorate the inside of your home, including painting and wallpapering.
- Replace kitchen units, bathroom suites and other internal fittings on a like-for-like basis.
- Lay carpets or vinyl flooring.

Please note: hard flooring, such as laminate, timber or tiles, may require permission depending on the terms of your lease.

Always check your lease first.

What usually needs permission

You must get **written consent** before starting any works that may affect:

- Internal walls (removal, relocation, or creating openings)
- Plumbing, heating, or electrical systems
- Kitchen or bathroom relocation
- Hard flooring (timber, laminate, tiles)
- External windows or doors
- Ventilation systems or extractor fans
- Anything that alters the structure or layout

If you carry out work without consent, you may be required to **reverse the changes** and pay any related costs.

Works that are typically not allowed

Some changes may not be permitted under the terms of your lease. These can include:

- Removing structural or load-bearing walls
- Changing the outside appearance of the building
- Adding extensions or balconies
- Installing gas appliances where the building's systems do not allow it
- Any works that could affect fire safety

These restrictions protect the building and keep residents safe.

Subletting and running a business

You can sublet and use your home address to receive business post, but it may be against the terms of your lease to run any trade or business from your property.

Most leases allow you to live in your home, sublet it to tenants, and use the address to receive business mail. Before renting out your home or starting a business from home please check the terms of your lease.

Subletting Your Home

Whether you can sublet your home depends on the terms of your lease.

If subletting is permitted, you must:

- Make sure your tenant follows the terms of the lease
- Understand you remain responsible for the property and your tenants' behaviour
- Let us know if you sublet your home and provide tenant details where your lease requires this
- Check whether your lease requires you to get our permission before subletting your home, especially for short-term lettings
- Short-term holiday lets, including Airbnb-style rentals, are not normally permitted

Always check your lease, as conditions can vary.

Running a business from home

You can **use your home address for correspondence**, such as receiving post or registering a small business.

Running a trade or business from the property is often prohibited, because:

- Your lease typically requires the property to be used as a private home

- Business activity can cause disturbance, nuisance, or increase visitors to the building
- It may affect the building's insurance cover
- It may not meet planning, fire safety, or health and safety requirements

Examples of business activities that are not normally allowed include:

- Running a shop, salon or food business from your home
- Operating a workshop
- Hosting regular customer or client visits to your property
- Storing business stock or equipment
- Using your home as business premises for employees

Home working, such as office-based work carried out from a computer or telephone is usually acceptable. This is as long as there is no disturbance to neighbours, public access or trading.

Before the tenancy starts:

Before you rent out your home, you must

- Make sure your tenant completes an application form and is approved by us before signing a tenancy agreement
- Understand that you remain responsible for all payments and charges related to your lease. These must be paid directly by yourself through direct debit, and not by your tenant or managing agent. We will continue to review your account

You must:

- Let us know you plan to sublet your home and provide us with your new address when the property is being rented out
- Make sure any tenancy agreement is for at least 6 months. Short-term holiday style lets, including Airbnb-style rentals are not allowed
- Tell us about any managing agent who will be acting on your behalf
- Make arrangements to manage your tenant yourself or through a managing agent
- Make sure you have the right insurance cover for a sublet property

Changes to your lease

We understand that your circumstances may change. It's important let us know about these changes as these can affect your lease.

Examples include:

- A change in ownership, such as adding or removing a joint owner
- Re-mortgaging your property
- Taking out additional borrowing secured against your home

- The death of a leaseholder

If you are a joint owner you may pass on your share in the property, so long as the eligibility criteria is met. Please seek your own legal guidance through this process.

Selling your home

Your lease sets out the rules for selling your home. You can sell your property at any time but there are several things you must be aware of before you do. Your solicitor will guide you and ensure that the lease is being followed. All accounts including the service charge and major works must be cleared before completion of the sale of your home.

Extending your lease

Most leaseholders can extend their lease by 90 years. Visit our website at cheltenham.gov.uk/leaseholders for details.

Service charges

Service charge

As a leaseholder, you pay a service charge towards the cost of maintaining and managing your building and any communal areas or services, depending on the type of property you own.

Service charges are charged in arrears and invoiced in accordance with the process set out below. The proportion of what you pay (also known as a service charge) is determined in your lease.

Each year, your service charge is based on:

- The actual costs incurred during the previous year.
- Estimated costs for the year ahead.

This helps ensure that the amount you pay is accurate, fair and reflects the services provided.

Management costs

Depending on the terms of your lease, management costs may include:

- A fixed management fee
- An administration charge, based on a percentage of the cost of repairs or works carried out
- Charges for additional services not covered by the fees above

The management fee covers the cost of preparing your service charge statements and annual accounts.

It also covers the day-to-day costs of managing your building and estate, including arranging buildings and public liability insurance, responding to enquiries, estate management and consulting with leaseholders.

Invoicing

Annual invoices are issued as soon as possible following the end of the financial year. We normally do this in June which helps us cover the actual costs for providing services to maintain your block or estate, along with day-to-day repairs required in the past year.

Ways to Pay

We want to make it as easy as possible for you to pay your service charge. Full guidance is included in your invoice.

Payment plans are available to spread the costs and if you are struggling financially we may be able to help in other ways. Please contact the leasehold team at leaseholders@cheltenham.gov.uk

Major works and section 20 consultation

There are times where we will carry out major works to the building or your home, often as part of a larger scheme or project.

Examples of major works include the provision of a new roof, replacement windows or even water tank cleansing and boiler house works.

You will normally be required to contribute a percentage towards the costs this is known as a 'prescribed amount'. Currently this is £250 per contributing leaseholder. In these cases we will carry out a consultation known as a section 20 consultation. For more information on this, please contact the leasehold team at leaseholders@cheltenham.gov.uk

What is Section 20 consultation?

We are legally required to consult with leaseholders before carrying out major works. This is often called a "Section 20" consultation because it was introduced by Section 20 of the Landlord and Tenant Act 1985. It requires us to issue you with a formal legal notice called a section 20 notice.

A Section 20 notice must include the following:

- A description of the major works
- The name of the contractor who will be carrying out the works

- Estimated cost of the proposed works
- An estimate of the cost of your share of the proposed works
- A 30 day consultation period for you to provide feedback on the proposals

It is important that if we send you a section 20 consultation notice that you read it carefully and contact us within the 30 day notice period to provide any comments or concerns that you may have about the upcoming works.

Paying your major works invoice

If we send you a major works invoice you can choose to pay in instalments. Please contact the leasehold team to request a payment plan, contact details can be found on the back page of this handbook.

Maintaining your home

Repairs

You are responsible for keeping the inside of your home in good condition and maintaining any garden that forms part of your property.

We are responsible for maintaining and repairing the structure of the building, communal areas and any shared facilities that fall within our responsibilities.

Please let us know if repairs are needed in any communal areas so we can investigate and arrange any necessary work.

Your lease provides full details of repair and maintenance responsibilities.

How to report a communal repair

- Call 0800 408 0000 (24 hours a day)
- Email housing@cheltenham.gov.uk
- To report a gas leak, you should contact the National Gas Emergency Services immediately on 0800 111 999

Please note we cannot carry out repairs that are the responsibility of the leaseholder.

Roof spaces

The roof space forms part of the building and is not included in your lease which means you cannot alter or access it.

We may need access to the roof space to carry out essential works to the building, including:

- Roof repairs and maintenance
- Building inspections

- Fire safety and compliance checks
- Access to communal wiring, cabling and equipment

This ensures the building remains safe, compliant, and properly maintained for all residents.

Leaseholders must not store items, install equipment, or enter the roof space without our written permission.

Gas servicing

You are responsible for the repair, maintenance and servicing of any gas appliances in your home. It is important to have an annual service of your equipment for safety and efficiency. Please ensure that you send a copy of your certificate to leaseholders@Cheltenham.gov.uk

Fire safety

You are responsible for fire safety inside your home.

We are responsible for fire safety in communal areas and for inspecting front entrance doors where required.

Any costs associated with fire safety management or improvement works identified through a fire risk assessment may be included in your service charge.

Building insurance

As part of the terms of your lease, we arrange buildings insurance for your property. The cost of this insurance is included in your annual service charge.

The buildings insurance policy covers the structure of the building up to its rebuilding value. It does not cover the contents of your home, such as furniture, personal belongings or valuables.

We strongly recommend that you arrange your own contents insurance. You are also responsible for paying any policy excess relating to a claim involving your home.

If you would like information about contents insurance available through Cheltenham Borough Council, please contact us for further details.

If you require a copy of the buildings insurance policy or policy summary, please contact us or visit cheltenham.gov.uk/housing/cheltenham-borough-council-housing-services/your-home/leaseholders/

Have your say

We believe involving you and providing opportunities to feedback about our services or your experiences is important. This helps us ensure we're improving and delivering great services for you and your family. There are lots of ways to have your say both formally and informally, you can:

- Take part in focus groups or surveys
- Become a member of our leasehold forum. Forum members serve as a local link for their area and a representative for their neighbours and fellow leaseholders
- Review our policies and tell us what needs to change
- Work with other residents to review and improve our services

We'll provide you with all the support and training needed to fulfil these roles. Visit cheltenham.gov.uk/housing/cheltenham-borough-council-housing-services/your-community/get-involved/ for more information on how you can get involved.

Feedback and complaints

We welcome your feedback and use it to improve the services we provide.

If something has gone wrong with your home or our services, please let us know so we can put things right. We'll try to resolve your issue when you first contact us. Please also let us know when we've gone the extra mile, it's always great to record this and make our employees aware of it.

Visit cheltenham.gov.uk/housing-complaints for details and information on how to make a complaint, or ring our customer service team on 0800 4080000.

If you need further help, you can contact the Housing Ombudsman at any time. **Visit housing-ombudsman.org.uk** for their contact details.

Getting in touch with us

If you need any specific or additional support from us, please let us know so we can tailor our services to make them more accessible for you.

For example, if we know you have a visual impairment, we can give you information in large print or a format you can listen to.

If you require this document in any other format please contact housing@cheltenham.gov.uk or call 0800 408 0000

如需此文件的其他格式，请联系 housing@cheltenham.gov.uk 或致电 0800 408 0000

જો તમે આ દસ્તાવેજ અન્ય કોઈપણ ફોર્મેટમાં મેળવવા માંગતા હો, તો કૃપા કરીને housing@cheltenham.gov.uk અથવા 0800 408 0000 પર સંપર્ક કરો

Jeśli niniejszy dokument wymagany jest w innym formacie, prosimy o kontakt z housing@cheltenham.gov.uk lub zadzwoń pod numer 0800 408 0000

Helpful contact information.

You can call our freephone number 0800 408 0000 to access any of our services.

Alternatively, you can email the following services directly:

For general leasehold enquiries regarding your account, your responsibilities as a leaseholder and managing your lease, email leaseholders@cheltenham.gov.uk or call 01242 387549 to speak with the leasehold team.

To report a repair email housing@cheltenham.gov.uk

To report anti-social behaviour email asb.team@cheltenham.gov.uk

Important information

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

Visit our website at cheltenham.gov.uk/cbc-housing-services for more detailed information on our services. If needed, we'll do our best to provide this document in another language or format.

Email or call us using the details above to request this.