

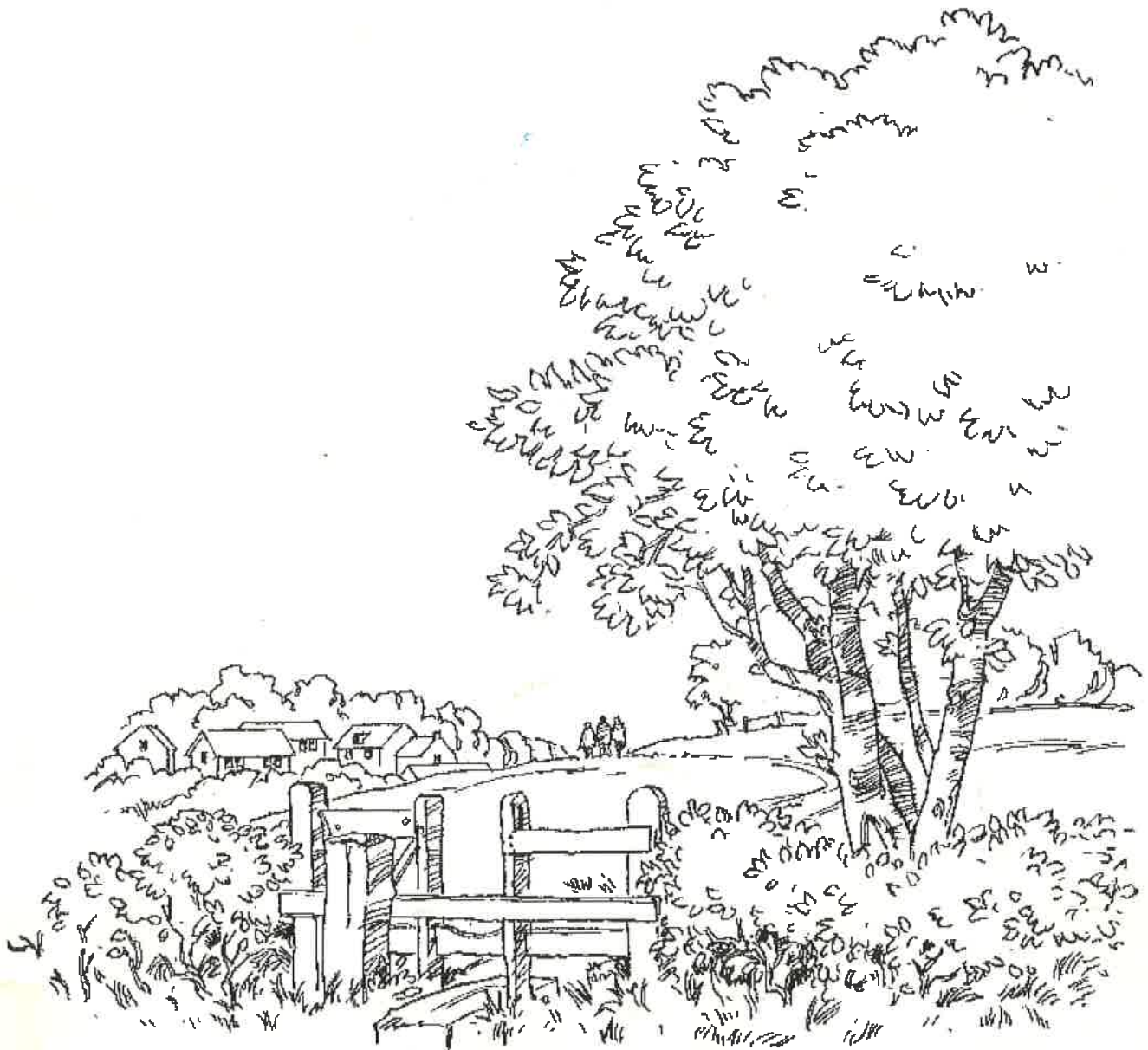


Concern

COMMONHOLD AND LEASEHOLD REFORM ACT 2002

LEASEHOLD RETIREMENT HOUSING

Your rights and remedies





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About this booklet

This booklet is not meant to describe or give a full interpretation of the law, only the courts can do that. Nor does it cover every case. If you are in any doubt about your rights and duties then seek specific advice.

This guide is for older people living in retirement housing schemes who are leaseholders of their property. It is intended to provide a guide to the various procedures available to remedy problems with the management of the scheme. It also provides information on your legal rights as a leaseholder.

This guide has been produced as a joint publication by AIMS, LEASE and the ARHM.

- AIMS is Age Concern England's Advice, Information and Mediation Service. AIMS provides impartial advice, support and dispute resolution assistance to leaseholders and managers of private retirement housing and is free to leaseholders on delivery. AIMS is partly funded by Age Concern England, partly by a subscription scheme and also has funding for individual projects from the Housing Corporation.
- LEASE provides free advice and guidance to leaseholders on all aspects of leasehold law, including problems with service charges, possession proceedings and rights to lease extension and freehold acquisition. LEASE is funded by the Office of the Deputy Prime Minister and the National Assembly for Wales.
- ARHM, the Association of Retirement Housing Managers is a trade body that represents organisations managing private retirement housing. It is committed to high standards and ethics in the management of private retirement housing and publishes a code of practice which is endorsed by the Government.

This booklet provides a general overview of leaseholders' rights and remedies, it does not provide detailed advice. For further information the Government produces a basic guide *Residential Long Leaseholders – your rights and responsibilities*, which should be available from Citizens' Advice Bureaux, local Council Offices and from AIMS or LEASE. In addition, LEASE publishes a wide range of advice notes, covering most leasehold issues and a list is included at the end of this booklet. The leaflets are available free from LEASE and are all available on the website: www.lease-advice.org

Introduction

Individual flats within a retirement scheme are sold on leases and it may be useful to set out the implications of this to the flat-owner. It is relatively common for older people to 'down-size' – to move from a large house into a flat – and this different form of ownership requires some re-adjustment of attitudes. A house is usually freehold and the owner has full ownership and control and will be entirely responsible for all repairs and upkeep of the building. However, a flat within a building is a different issue and the form of legal ownership has to allow for this.

A lease is, essentially, a long tenancy, a right to occupy the flat for a number of years (usually 99 or 125 years), subject to payment of an annual ground rent. The lease also forms a contract between the individual flat-owner and the landlord and sets out the relative obligations of each party. Normally, the landlord undertakes to carry out all repairs and upkeep of the building and to provide all services set out in the lease – the cleaning, lighting, gardening etc. The leaseholder undertakes to reimburse the landlord through the payment of service charges. The leaseholder has to rely on the landlord to look after the building and provide all support services and has to pay what is demanded, subject to statutory controls.

The landlord also undertakes to ensure the leaseholders' 'quiet enjoyment' of the flat, the right to live there undisturbed. The leaseholder on his or her part undertakes to comply with the rules set out in the lease, typically not to sub-let or carry out alterations without permission, not to disturb or interfere with other leaseholders.

So if you are moving, or have moved, from a house where you've been used to making all your own decisions, you will need to consider that your landlord or manager will be taking over many of these responsibilities.

What is retirement housing?

Retirement housing is housing that is for occupation by people over a retirement age, usually 55 or 60, which is set out in the lease. A retirement scheme may consist of blocks of flats or cottages/bungalows, and sometimes both types of properties, which are often referred to as 'mixed schemes'. In almost all cases there will be an alarm call system and most schemes will have a resident or visiting scheme manager.

Alarm call systems

An effective alarm call system is essential in providing security for older people particularly as an increasing number of schemes do not have 24-hour cover from the warden service. On schemes where there is a warden or resident manager, any emergency calls will be connected to the warden during the hours they are on duty. The residents will have a pull cord in their property and on some schemes there are also cords in the communal areas. When the warden is off duty, the calls are diverted to a central call centre which will respond accordingly. If the system is compatible, some

residents may wear pendants which can be activated easily in an emergency.

Wardens (scheme managers)

When retirement housing was first built, almost all schemes had a resident manager who was available to answer emergencies during most hours of the week. Over the years the nature of the warden service has changed and many schemes now have a manager who visits for a few hours each day, so residents have become increasingly reliant on the alarm call system. The duties of scheme managers have changed substantially so that there is more administration and less support provided.

Leasehold problems

Regardless of the level of services provided, buying a flat or bungalow on a retirement scheme usually represents a substantial investment and should relieve the leaseholders of the responsibility of the maintenance and management of their homes.

If you are buying private retirement housing, you will normally select a scheme that provides the services you need, or wish to receive, at an affordable cost. The lease will set out the services you are entitled to and explain how the landlord or managing agent will recover the costs through a service charge. Once you have bought your property it is a matter of some concern if those services deteriorate or the costs increase unreasonably.

Most leaseholders will be satisfied with the management of their retirement development but occasionally problems do occur:

Problems which you might experience can include:

- escalating costs as management fees and service charges increase each year;
- reductions in service provision, eg withdrawal of the resident manager service;
- lack of opportunity for residents to influence the management of the scheme;
- the diminishing value of your investment in the flat as the lease expires.

If problems occur, your first recourse should be to speak to your manager or landlord, either directly or through your residents' association, if you have one. If this does not, for any reason, resolve the problem, there are a number of other courses open to you, including the more drastic sanction of recourse to your statutory rights under the various Landlord and Tenant and Leasehold Reform Acts.

The law relating to leasehold is complex and subject to change. The latest amendment to the law, the Commonhold and Leasehold Reform Act 2002 is being commenced in stages and certain requirements referred to in this leaflet may not yet be in force at the time of reading. If in doubt, seek further advice.

The following courses of action should all be available to you; they are not set out in any order of preference and it will be for

you to consider which is more appropriate to the circumstances. In almost all but the most urgent cases it will be sensible to attempt to find a solution by some means of alternative dispute resolution, before embarking on a more formal route, where costs could be incurred. Most of the remedies set out in the first part of this guide are fully accessible to the individual leaseholder, or residents' association, without the need for professional advice.

1. Individual or joint action

You may decide that you wish to contact your managers to give them an opportunity to resolve any difficulties you have experienced. However, it is generally recognised that management problems on a retirement housing scheme can be more effectively dealt with through a formally recognised residents' association. This is a residents' association which has been granted recognition by the landlord which requires more than half of the properties to be represented. In cases where this recognition is not forthcoming the association can apply to a Rent Assessment Panel for external recognition, but this will require at least 60% of properties to be represented. There are several legislative remedies where leaseholders have greater rights working collectively than individually. Even without a recognised association, it may prove effective to have the support of your neighbours in any dispute with the landlord or managing agent.

2. Using the landlord's or manager's complaints procedure

You may wish to use your manager's complaints procedure, which should be made available to all leaseholders and should form part of any leaseholder's handbook. This procedure should state who the leaseholder should complain to and any further steps if the complaint is not resolved at the first stage. There are often three or four stages of a complaint procedure, and the managers should give the complainant an opportunity for a meeting with a senior officer if the complaint reaches the final stage of the procedure. If all stages of the complaint procedure fail to resolve the matter, some leaseholders will have recourse to the Independent Housing Ombudsman.

3. Using the ARHM procedures

Many managers of retirement schemes are members of the Association of the Retirement Housing Managers (ARHM), the aim of which is to promote high standards of practice and ethics on the management of retirement housing.

The Association has produced its own code of practice, approved by Government as representing best practice in the retirement housing industry. Managers who are members of the ARHM promise to manage not only according to lessees' legal rights, but also according to the code of practice.

For example, managers will provide:

- right to have the receipts and invoices supporting the annual accounts available on your estate for inspection;

- right to an annual meeting to consult on changes to service charges;
- right to a comprehensive leaseholder's handbook;
- right to set a response time for replying to correspondence or organising repairs.

As part of the code of practice and ARHM's rules, lessees are also given some additional remedies:

- all ARHM members must have procedures that allow lessees to make complaints and access to an answer at a senior level;
- most ARHM members offer lessees the right to use an ombudsman service to resolve disputes;
- lessees may ask ARHM to investigate alleged breaches of the code of practice by its members.

All ARHM members agree to make a copy of the code of practice available for reference at each retirement housing estate they manage. Ask to see it.

The ARHM supports the work of AIMS and LEASE and strongly recommends lessees use their services in order to gain free advice and information on their rights and remedies.

4. *Contacting AIMS and dispute resolution*

If you have a problem or enquiry regarding retirement housing you can call the AIMS advice line for impartial advice, information and dispute resolution assistance.

AIMS may be able to help by using negotiation or mediation to assist leaseholders and landlords to understand what the problem is, how it came to occur, what issues may be involved and to suggest ways to resolve it. AIMS provides impartial advice and dispute resolution assistance in a way that helps leaseholders, landlords and managers to resolve problems amicably. This can prove particularly helpful where the people involved have an ongoing relationship as with leaseholders and their landlords.

When a matter is referred, AIMS will, if appropriate, offer mediation to try to resolve the problem. Mediation is a solution-focused process involving an independent third party – a mediator. The mediator works with the parties, both separately and together, to help explore the issues and decide how the problems between them are to be resolved. Mediation is a voluntary, confidential process that uses a common sense and practical approach to resolving disputes, with the people involved working together to find their way to a sensible solution.

As mediators are neutral and, therefore, not responsible for taking sides, making judgments or giving guidance, mediation is different from processes like advocacy, counselling, arbitration, and representation. The mediator is responsible solely for developing interaction, and building consensus, between the parties. It is the parties involved who decide the terms of any agreement made between them. By working out the solution together, the agreement reached is more likely to work and to last.

Although mediation is voluntary, it is advisable to consider mediation or other forms of alternative dispute resolution (ADR),

before referring a dispute to Court or LVT. In 1999, the legal system in England and Wales was reformed by the introduction of the Civil Procedure Rules. These rules, introduced as a result of recommendations made by Lord Woolf, place a new emphasis on the settlement of cases before they go to court, with a recommendation for the parties to have considered ADR. If one side unreasonably refuses to try mediation, or some other form of dispute resolution, before going to court, they risk not having their costs awarded and possibly even having to pay the other side's costs, even if their case is successful. In addition, complaints procedures are increasingly including mediation or some other form of ADR as an option, often as a first step towards resolving complaints.

5. *Referral to the Independent Housing Ombudsman*

Where the landlord is a Housing Association, the leaseholders will automatically have access to the Ombudsman; some private landlords are also members of the scheme and will be able to advise you if this is so. The Ombudsman will not usually deal with complaints unless you have first used the complaints procedure of your landlord.

The Ombudsman has a duty to investigate all complaints made to him and a number of courses of action are available to him to resolve the problem. Initially he may be able to resolve the matter through informal contact with the member landlord but, in more serious cases, he will carry out a formal enquiry. This is a very thorough examination, using the Ombudsman's own staff to investigate all relevant aspects of the complaint; a formal enquiry may include an interview with the person complaining. At the end of an enquiry, the Ombudsman will write to both the complainant and the landlord, explaining what he has found, what his decision is and what, if anything should be done about it. He is able to recommend to the landlord that he make an apology or pays compensation, carries out repairs or changes his management procedures.

A formal enquiry is a serious business and, in appropriate cases, the Ombudsman is able to arrange mediation or arbitration to resolve the issue. (*Contact details for the Independent Housing Ombudsman Service can be found on page 16*).

6. *Statutory rights and remedies*

In addition to these less formal actions, all leaseholders have substantial rights under the legislation to require information, to challenge service charges or other management arrangements, up to the right to take over the management themselves or to acquire the freehold of the building.

Almost all of these rights will require the assistance of a professional, a solicitor, a surveyor, an accountant or a managing agent, and costs are likely to be incurred. Clearly advice should be sought from LEASE or AIMS or your residents' association at an early stage prior to any commitment to professional fees, none of which will be recoverable from the landlord.

Service charges

If your lease requires you to pay variable service charges, you are entitled to know how these service charges are made up and to see the accounts on which they are based.

You are entitled to a summary of all service charge income and expenditure within six months of the end of the accounting year. From the spring of 2005, landlords will have a statutory duty to provide this as a matter of course but, until then, a landlord must provide the summary if requested to do so by a leaseholder. When the new legislation comes into force in 2005, if the landlord fails to provide the statement, the leaseholder will have a statutory right to withhold payment of service charges up to certain limits. Also, the landlord or manager failing to provide these documents can be liable to investigation and perhaps prosecution by the local authority or the leaseholder.

The summary must contain details of all costs incurred by the landlord in the provision of the services and show how they are or will be charged to the leaseholders. The summary must show details of payments made by the leaseholders already and those still outstanding, what has actually been paid by the landlord and what monies remain in the service charge account.

If the leaseholder is unhappy about any of the information shown in the summary, the leaseholder or the secretary of the residents' association can require sight of the accounts, receipts and other documents used in making up the summary. The ARHM code of practice requires the landlord or manager to arrange, on an annual basis, to make these supporting documents available at a convenient time for inspection by leaseholders on their scheme.

Section 42 of the Landlord and Tenant Act 1987 requires the landlord to hold service charges monies in a trust account. From some time in 2005, the new Act will require the landlord to place service charge monies in a designated account (one notified as such to the financial institution holding the money) and to hold no other funds in the account. Leaseholders will be entitled, on written request, to reasonable facilities for inspecting documents relating to that account. Failure by the landlord to comply with the accounting requirements can lead to a right for leaseholders to withhold payment of the service charge and the landlord could be guilty of a criminal offence.

Rights to consultation on service charges

The law requires that the leaseholder must be consulted before the landlord carries out works above a certain value or enters into a long-term contract (one for more than 12 months) for the provision of services.

Where the landlord proposes to carry out works of repair or maintenance which would cost the individual leaseholder more than £250, or to enter into a long-term contract which would cost the leaseholder more than £100 a year, he must, before proceeding, formally consult all those expected to contribute to the cost. This has the joint effect of giving notice of his intentions to the leaseholders and seeking their views on his proposals.

If the landlord fails to carry out the consultation process in accordance with this consultation procedure, he will simply be

unable to recover his costs from the leaseholders beyond the statutory limits of £250 or £100 per flat.

The procedure requires the landlord to serve a notice on each leaseholder (or display the notice where everyone can see it), which sets out his proposals. This notice must invite comments from leaseholders and allow them to suggest alternative contractors. He must allow 30 days for these comments and suggestions and if any alternative contractors are nominated, he must invite them to submit estimates.

The landlord then has to go through the process again with a further notice providing at least two estimates (including one from any nominated contractor) and again allowing 30 days for the leaseholders to make comments.

He is not legally obliged to follow the submitted views of the leaseholders but must 'have regard' to them. If he is challenged on the costs later at a Leasehold Valuation Tribunal (LVT) he will need to show that he paid regard to the leaseholders' views or provide justification why he did not.

Once the landlord has awarded the contract, he must serve a further notice stating his reasons for choosing that particular contractor (this only applies where the leaseholders have made observations on the proposals).

In cases where the landlord considers the works to be too urgent to wait for the lengthy consultation procedure, he still cannot just proceed with them, but must apply to the LVT for a dispensation from the need to serve the notices.

(For more information, see the LEASE booklet S20 Consultation).

Rights to challenge the service charge

The legislation provides protection to leaseholders in that demands for service charges must be reasonable. You should not refuse to pay the service charges just because you consider them to be unreasonable.

The Leasehold Valuation Tribunal has wide-ranging powers to resolve disputes on service charges and to interpret the requirements of the lease in relation to the leaseholder's liability to pay. The LVT can determine whether the charge is payable, the amount that is payable, by whom, to whom, when it is payable and the manner in which it may be paid.

The Tribunal will hear the evidence presented and then make a determination in writing on the issues.

It is most important that any application be supported by evidence and not just opinion that the charge is not reasonable. This can be on the basis that the works or services charged for are unnecessary, overpriced, of poor quality, insufficiently supervised, or any other reason, but it must be capable of a reasonable degree of proof. This will normally require the assistance of professional advisers, a solicitor and a building surveyor.

Although the procedure can be complex and subject to fees, the ability to challenge the service charges is a considerable power for the leaseholder.

(For further information, see the LEASE booklet Application to the LVT). Applications forms are on website www.rpts.gov.uk

Insurance

Where your service charge includes contributions towards insurance, you are entitled to ask your landlord for a written summary of the current insurance cover, including the name of the insurer. The landlord must provide this within 21 days. You can then, if you wish, demand to inspect the policy together with evidence of payment of the premiums by the landlord.

Failure to insure, where this is required by the lease, is a criminal offence.

In cases where the landlord refuses to make a claim on the insurance which would have offset service charges, leaseholders have the right to tell the insurance company of their intention to force a claim. They then have six months to persuade the landlord to make a claim or they can apply to the court for an order.

The ARHM code of practice says that if any commission is paid to the managing agent for the insurance, this should be declared and the manager should demonstrate that the insurance still represents good value even after the commission is added.

Managing agents

A recognised residents' association must be consulted and given an opportunity to comment before a landlord appoints a new managing agent. The association can also serve a consultation notice on the landlord in respect of an existing managing agent requiring details of exactly what the agent's duties are.

Appointment of a manager

A manager does not necessarily mean the same thing as a managing agent; the manager for the purposes of the legislation is the landlord, the person with the final responsibility for the management.

Where there are serious concerns about the management, any individual leaseholder, or a group of leaseholders, may apply to the LVT for the removal of the present manager and his replacement by a manager selected by the Tribunal. This is a drastic course of action and can only be sought on a limited number of grounds – that the present manager has:

- demanded unreasonable service charges; or
- is in breach of the lease; or
- is in breach of an approved code of management practice.

This remedy is not applicable where the landlord is a housing association.

Appointment of a surveyor

A recognised residents association may appoint a surveyor to investigate the management of their scheme on their behalf. Under provisions introduced by the Housing Act 1996, the surveyor has powers to inspect any parts of the estate, to have sight of the landlord's accounts and to investigate the landlord's procedures for specifying and carrying out works. The surveyor

can evaluate the landlord's management of the estate against the approved codes of practice, and advise the association on service charges relating to management and maintenance costs.

Under earlier powers provided by the Leasehold Reform Act 1993, the surveyor can appoint an accountant to assist in investigations for a full management audit of the financial and general management of the scheme. Neither the Housing Act nor the Leasehold Reform Act provide any powers for leaseholders to recover the costs of their surveyor or the management audit, nor do they provide any separate powers of redress where defects in accounting or management are found. The Acts do, however, provide very powerful rights for leaseholders to look in detail at the management for which they pay and to provide evidence for other remedial action.

(For more information, see the LEASE booklet Appointment of a Surveyor/Management Audits).

Forfeiture and repossession

You may wish to know your rights in the unlikely event that the landlord threatens or actually starts forfeiture proceedings on the grounds of arrears or non-payment of service charges. The landlord cannot, under any circumstances, repossess your flat without a court order.

The landlord will not be in a position to apply to the court for a possession order unless the service charge demanded has been agreed as reasonable by the leaseholder or has been determined as reasonable by the court or tribunal. If you receive a forfeiture notice from your landlord you should seek advice immediately.

(For more information, see the LEASE booklet Service Charges, Ground Rent and Forfeiture).

Purchasing the freehold

An option available to many leaseholders is to buy the freehold from the present landlord and thereby gain control of the management. Leaseholders of houses or bungalows can take this action individually but leaseholders of flats must act collectively.

Why buy the freehold?

Joint ownership of the freehold by the leaseholders, through a company set up by them, provides direct control of the management of the scheme. It also provides the opportunity to extend leases without having to pay a premium, thereby maximising your financial investment in the flat.

However, purchasing the freehold has the disadvantage of bringing with it responsibility which you might not necessarily welcome in your retirement. Leaseholders purchasing the freehold of a retirement block would be wise to delegate the management to a professional management organisation (preferably one that is a member of a trade body such as ARHM or ARMA (Association of Residential Managing Agents), who will then be wholly responsible to the leasehold company rather than a landlord.

Houses and bungalows

Almost all leaseholders of houses and bungalows should qualify for the right to buy their freeholds. The Leasehold Reform Act 1967, with later amendments, provides an absolute right for qualifying leaseholders to purchase their freeholds from the landlord. You will need to be a long leaseholder, one where the original term was granted for more than 21 years, and have owned the lease of the property for more than two years.

The legislation is complex, so you will need detailed advice on your actual qualification for this right before you proceed.

The price you will pay for the freehold will vary according to how your house meets certain qualification criteria – some freeholds are valued as the value of the site only, while others are valued at modern market values. In either case, the value has to be assessed against procedures which are set down and there is recourse to the LVT to fix the price in cases where the landlord and the leaseholder are unable to negotiate a settlement. Where your house or bungalow is part of a sheltered scheme with the benefit of services, you will need specific advice on your right to those services after purchase of the freehold; this will depend upon the terms of the lease.

Flats

Legislation provides two separate rights for purchasing the freehold of blocks of flats:

The right of first refusal

The Landlord and Tenant Act 1987 provides the right of first refusal. If the landlord is proposing to sell the freehold, he must first offer it to the leaseholders. This also applies when a receiver is selling the freehold of a bankrupt company. More than half of the qualifying leaseholders must agree to the offer and the landlord is not obliged to negotiate this price, nor is there any statutory guidance on how this should be set. The right is no more than the legal requirement that the landlord must make the leaseholders an offer, but it usually only represents an opportunity to buy at market value. Where the owner fails to provide the offer of first refusal (or does so and then sells to someone else at a lower price), as the leaseholders you can compel the new purchaser to sell the freehold back to you at the price they paid for it.

Failure to provide the right of first refusal is a criminal offence. If you believe that the freehold of your scheme has been sold, you may wish to contact LEASE or AIMS for further advice.

The right of first refusal does not apply where the landlord is a housing association.

The right of collective enfranchisement

The Leasehold Reform Act 1993 introduced the right of collective enfranchisement. This is the right for a group of leaseholders to form a company which can compel the sale of the freehold of the block of flats to them, irrespective of the owner's intentions. As long as the leaseholders and the building meet the qualification criteria, this is an absolute right that cannot be resisted by the freeholder.

If you can achieve this, then the property should be valued by

a qualified valuer and a notice of claim served on the freeholder. The procedure is relatively simple and the landlord must respond to your offer. The price you pay for the freehold must be assessed in accordance with rules set out in the legislation, and, in cases of dispute, there is recourse to the Leasehold Valuation Tribunal (LVT). The whole process should take between six and 12 months to complete.

In order to qualify for enfranchisement the building must contain two or more flats and at least two-thirds of these flats must be leasehold. The right to enfranchise must be exercised by a company which must include leaseholders from at least half of the flats in the building. There is no requirement for a specific period of residence or ownership of the flat.

(For more information, see the LEASE booklet Collective Enfranchisement – getting started).

The right to manage

This is a statutory right for residential leaseholders of flats (not houses and bungalows) to take over the responsibility for the management of the building from the landlord.

Leaseholders are not required to prove any fault with the present management, and there is no payment of compensation to the managers or the landlord. Although the leaseholders are required to form a company to exercise the right to manage (RTM), the procedure simply requires the service of a notice.

In order to qualify for RTM the building must contain two or more flats and no more than 25% of the building can be non-residential (offices or shops). At least two-thirds of the flats must be leasehold. The leaseholders must form a special company, which must include at least half of the qualifying leaseholders of the flats contained in the building.

Taking over the management will not affect the terms of the leases; the RTM just transfers the decision-making process and the responsibilities of management to the flat-owners, who then have the total control of all functions relating to the management, upkeep and servicing of the building. This is a powerful right for leaseholders, but the procedures are a more complicated than described here, so further advice should be sought before you contemplate RTM.

(For more information, see the LEASE booklet The Right to Manage or the AIMS information sheet).

Extending the lease

Leaseholders of flats have, in most cases, the absolute right to extend their lease under the provisions of the 1993 Act.

If your lease is reaching the end of its original term and you are concerned about the diminishing value of your flat, you can require the freeholder to grant you a new lease of 90 years, in addition to your present unexpired term, at a 'peppercorn' or negligible rent. To be able to do this you have to have owned the flat for at least two years.

The procedure is similar to that for collective enfranchisement – a notice served on the freeholder making a formal offer for the new lease – and the premium is fixed by reference to the legislation. (For more information, see the *LEASE* booklet *Lease extension – getting started*).

A final word

Living in a leasehold flat or house should not be a matter of any concern to you as long as you appreciate your rights and obligations. With a well-written lease and a properly managed building, a leasehold property should provide a perfectly good home and a secure investment.

Publications

There are a number of further free publications providing more detail on most of the issues raised in this booklet, available direct from LEASE or AIMS (Age Concern).

LEASE Advice Notes

Living in Leasehold Flats (jointly with ARMA & ARHM)

Application to the Leasehold Valuation Tribunal (on website only)

LVT User's Guide

Service Charges, Ground Rent and Forfeiture

The Right To Manage

Collective Enfranchisement – getting started

Valuation for Collective Enfranchisement

Lease Extension – getting started

Valuation for Lease Extension

Houses – qualification and valuation

Participation Agreements

Appointment of a Surveyor/Management Audits

Appointing a Managing Agent (jointly with ARMA & ARHM)

AIMS Information Sheets

The Right To Manage

Residents' Associations

Mediation

Useful addresses

AIMS (Advice Information and Mediation Service)
Age Concern England, Astral House, 1268 London Road,
London SW16 4ER
Tel: 020 8765 7465
Lo-Call 0845 600 2001
Email: aims@ace.org.uk
Website: www.ageconcern.org.uk/aims

ARHM (Association of Retirement Housing Managers)
3rd Floor, 89 Albert Embankment, London SE1 7TP
Tel: 020 7820 1839
Website: www.arhm.org

ARMA (Association of Residential Managing Agents)
178 Battersea Park Road, London SW11 4ND
Tel: 020 7978 2607
Website: www.arma.org.uk

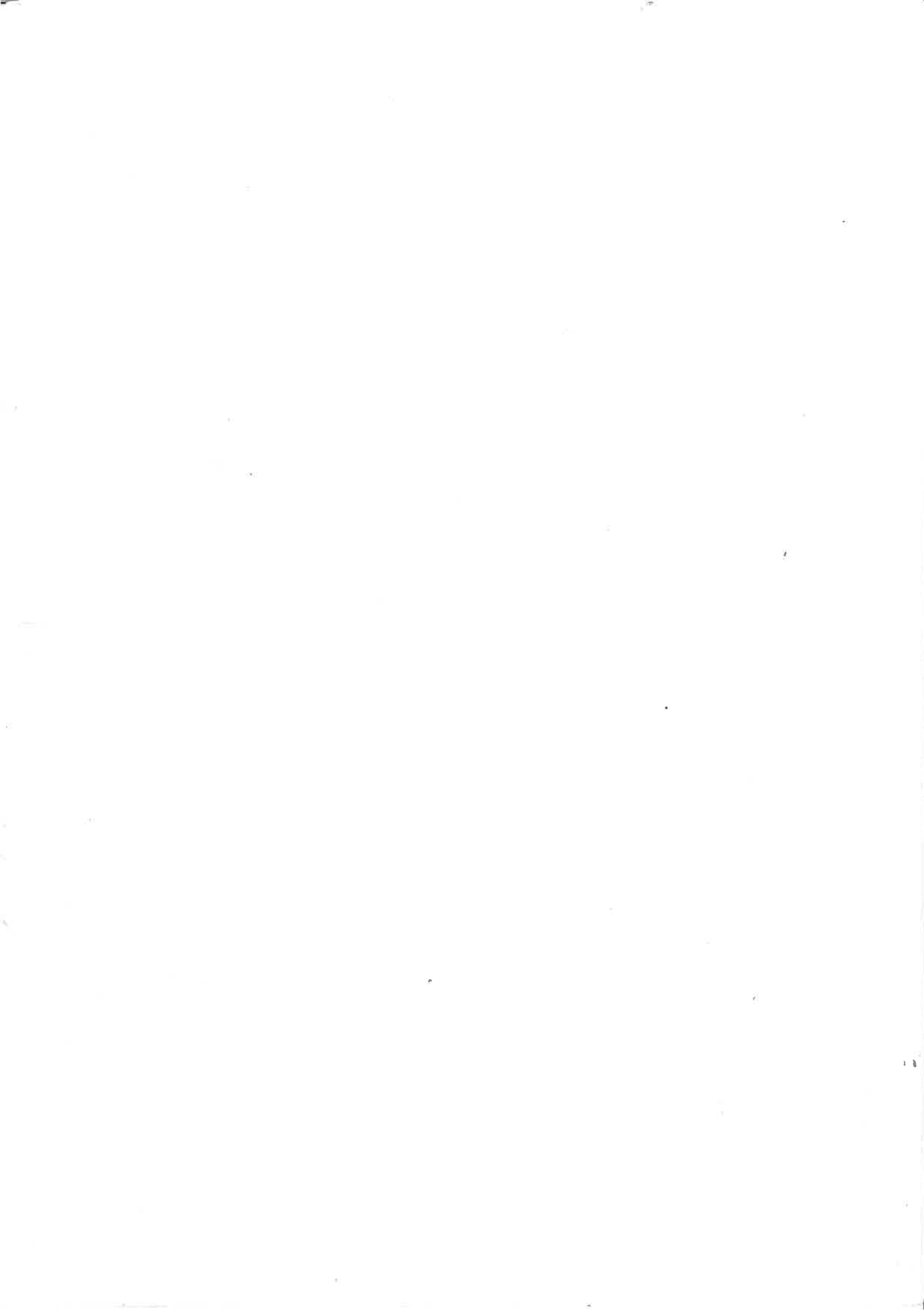
FPRA (Federation of Private Residents' Associations)
Enterprise House, 113 - 115 George Lane, South Woodford,
London E18 1AB
Tel: 020 8530 8464
Website: www.fpra.org.uk

IHO (Independent Housing Ombudsman)
Norman House, 105-109 The Strand, London WC2R 0AA
Tel: 020 7836 3630
Lo-Call: 0845 7125 973
Email: ombudsman@ihos.org.uk
Website: www.ihos.org.uk

LEASE (Leasehold Advisory Service)
70 - 74 City Road, London EC1Y 2BJ
Tel: 020 7490 9580
Lo-Call: 0845 345 1993
Email: info@lease-advice.org
Website: www.lease-advice.org

RICS (Royal Institution of Chartered Surveyors)
RICS Contact Centre, Surveyor Court, Westwood Way,
Coventry CV4 8JE
Tel: 0870 333 1600
Email: contactrics@rics.org.uk
Website: www.rics.org.uk

SORL (Society of Retired Leaseholders)
Bill Adams, 70 Thurlow, Lowton, Warrington, Lancs WA3 2QN
Tel: 01942 606 127
Email: Wadams3136@aol.com





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