

About your lease

A guide for Enfield leaseholders



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About your lease

We have produced this guide to help you understand your lease, but it is not a legal document. If your lease and the guide seem to be saying different things, please treat your lease as the correct document.

You have bought the lease on a property owned by the London Borough of Enfield (the council). Your lease is managed for the council by Enfield Homes. In this guide, we use 'we' to mean both the council and Enfield Homes.

The length of your lease (called the 'term') is set out in the sixth schedule at the end of your lease. If you are the first person to buy a lease on a property in your block, your lease has a term of 125 years. Any later leases in the block have the same end date as the first lease – so they will be shorter than 125 years.

If you bought your lease from a

previous leaseholder, it will last for the remaining years.

The words used

The first part of your lease explains some of the words we use.

- Your **landlord** or **lessor** is Enfield Council.
- The **lessee** or **tenant** is you and anyone who bought the lease with you. You each have all the rights and responsibilities that come with leasing the property.
- When the lease refers to your flat or maisonette, this includes any **garden or other areas** that come with it. The full details of what you are leasing are set out in the first schedule.
- The lease refers to the **block** your flat or maisonette is in, and the **estate** that your block is part of.
- The repairs and other services we provide are set out in the

About your lease

fourth schedule. They are referred to as **common repairs and services**.

- When the lease refers to your flat, it also includes **parts of the communal systems** that are in, or only serve, your flat. This includes:
 - your heating system (or any stand-alone heating system that only serves your flat)
 - the Garchey domestic waste disposal system, if you have one
 - the door-entry system, if there is one
 - the ventilation system, if there is one
 - your communal TV aerial socket.

In our older leases, the sixth schedule sets out which communal facilities apply to your flat.

- **Security-Comm** means your door-entry system.
- Our **financial year** runs from 1 April to 31 March, but we are allowed to alter this.
- The lease refers to the **actual costs** we incur when providing repairs and services, as compared to the **estimated costs** we use when we are setting our management charges each year.
- We divide the cost of providing communal services between the homes that benefit from them. The lease refers to the **proper proportion** that you pay. Our **memorandum of apportionment** explains how we share the costs (see page 28). If we want to change the way we do this, we have to send you a written notice.
- The lease refers to **the Act**, meaning the Housing Act 1985. If the law changes, the changes apply to your lease. Leases we have made since 2005 already take account of changes introduced in the Housing Act 2004.
- The **reddendum** is the part of the lease that sets out the ground rent you will pay.



Your obligations to the council

Repaying the discount

Your flat was originally bought from Enfield Council with a discount under the right to buy. The sixth schedule sets out how much discount applied.

Your lease states that if you sell ('assign') it before the end of a given period, you have to repay part of the discount. This applies even if you are not the first person to hold this lease.

Until 18 January 2005, the repayment period was 3 years from the original start date of the lease. Since this period has already expired, you will have nothing to repay if you bought your lease on or before this date.

Since 18 January 2005, the repayment period has been 5 years from the start date of the lease. In addition, the discount is now

calculated as a percentage of the total value of your flat. You will find this percentage in the sixth schedule.

If you 'dispose of' (sell or pass on) your lease within 5 years of buying it, your discount will be recalculated at the current value of your home, minus the value of any improvements you have made. You will be asked to repay a fifth of this for every year of the 5-year period that has not yet expired.

However, it does not count as 'disposing' of the lease if:

- you are renting out all or part of your flat at normal market rates (even if you have granted a long sub-lease)
- you are passing on the lease because a court has ordered you to do so as part of matrimonial or family proceedings

Your obligations to the council

- you are passing on the lease to a spouse/civil partner, former spouse/civil partner, or family member who lived at the flat for the year before the disposal (this rule is in section 160 of the Housing Act 1985)
- the lease is inherited in a will or granted as an inheritance by a court.

Our right of first refusal (leases from 2005 only)

If you decide to sell your lease within 10 years, and it is not exempt from the normal rules on disposal (see above), you must first offer it to us or to someone we put forward. A market price will be set by a valuer.

When you want to sell, you must write to us, giving the full address of the property and stating:

- whether it is a flat or maisonette
- how many bedrooms it has
- what sort of heating it has
- whether you have made any improvements or structural changes
- your correspondence address.

We have 8 weeks to respond. If we do not respond, you can sell your lease as you decide, as long as you do so within a year. You can also sell it as you choose if we:

- let you know in writing that we do not plan to use our first refusal
- put forward someone to buy your lease, but they fail to exchange contracts within 12 weeks
- put forward someone to buy your lease, but they fail to complete their purchase within 4 weeks of you being ready to do so.

If you are unable to sell your lease within a year, you will need to start the process again by writing to us.

Paying your rent and management charges

The yearly ground rent for your flat is £10. You must pay this in advance in 2 instalments: one on 1 April and the other on 1 October.

You must also pay management charges. Once a year, we will write to tell you the charge for the

next financial year. Your payments are due in 4 instalments: on 1 April, 1 July, 1 October and 1 January. We may change the dates when your payments are due, but we must give you 3 months' written notice first.

Your management charge covers your share of the costs of providing services to your block and estate. Our 'memorandum of apportionment' explains how we calculate your share (see pages 28-29). Although your lease would allow us to, we do not keep reserve funds, so we do not make a charge in advance towards the possible cost of major repairs that may be needed in the future.

If you do not pay your management charge instalment in full within 2 weeks of the payment date, we will add interest. This interest will be:

- (all leases) 2% a year over the base rate currently used by our bank, or
- (if the lease on your flat pre-dates 2002) 14% a year, if this is higher.

Interest is calculated from the day the payment is due until the day it is paid. You will also pay interest on this interest if you have still not paid when the next instalment is due.

Paying towards structural defects

You must pay your share towards the costs of putting right or insuring against problems with the structure of the building. This will include:

- any structural defect affecting your flat, provided we told you about it before you became our leaseholder – however, if we failed to tell you about a structural defect before you became our leaseholder, we can only charge you for it after you have had your lease for 10 years (if the original lease on your flat pre-dates 2002) or 5 years (if the lease is more recent)
- any problem that affects your flat or block, provided we give you a proper estimate of your share.

Your obligations to the council

Balancing your management charge

The charge we set at the start of each financial year has to be based on an estimate of the amounts we will spend in the year to come, including inflation.

When the year ends and we know the actual costs, we will:

- bill you for the difference if we under-estimated the year's costs, or
- credit your account if we over-estimated.

Paying for repairs to your flat

We will pass on to you the cost of carrying out repairs in your flat to:

- the waste disposal, door-entry, ventilation, heating and TV reception systems
- your external doors and windows – including the frames and the glass.

Paying towards any alterations we make

If we change, add to or improve your block in ways that affect your flat, you must pay your share of the costs. We will calculate your share by comparing either the rateable values of the other affected flats in the block or (if the rating system no longer exists) the floor areas of the affected flats.

For newer leases (2002 onwards), we also expect you to pay your share of the costs if we improve the estate in such a way as to improve the value of your flat.

Paying council tax and similar charges

You must pay your council tax and similar taxes or charges. (Older leases may refer to 'rates', but these have been replaced by council tax.)

Paying our legal costs

You must pay our costs (unless a court says you don't need to) if we have to serve you with a legal notice because you have broken the terms of your lease.

You must also pay our legal or surveyor's costs whenever you apply for our consent or approval.

Handing over ('yielding') the lease

When the lease expires, or ends for another reason, you must move out with all your belongings. You must give us back the flat in good condition and with any of our improvements or fixtures in place. However, you may take with you any fixtures you installed yourself.

Giving us notice of assignment

You must write to us within one calendar month if you:

- 'assign' (sell on) or 'transfer' (pass on) your lease
- create a sub-lease for a tenant, or
- remortgage (unless your mortgage is with the council).

You must tell us the names and addresses of everyone concerned, and pay our current registration fee.

Keeping to your mortgage conditions

If you have a council mortgage or legal charge against your property, you must meet any conditions or obligations that come with it. You must also meet any conditions that relate to our ownership of the freehold.

Paying stamp duty

You must pay any stamp duty due.

If we plan to sell or pass on the remainder of the lease, then provided we give you reasonable notice, you must allow access to the flat to any prospective buyer or their agents.

Your obligations to the council and other leaseholders

You are expected to take full responsibility, including financial responsibility, for meeting all legal requirements, local bye-laws and court orders that affect your flat. This applies in your dealings with Enfield Homes, the council and the leaseholders of other flats in your block and on your estate.

Painting

Every 5 years, you must paint all indoor wood and ironwork in your flat. This includes the inside of external doors and windows. You should use 2 coats of good-quality paint and make a good job of it. You must also paint, varnish or wallpaper the rest of the flat, except for surfaces that are not normally decorated.

You must also decorate your flat, using our approved colours,

in the last 3 months before the lease expires.

Condition of your flat

You are responsible for keeping everything inside your flat in good repair and decoration, so that when the lease expires we get the property back in good condition. The only exception would be if it were damaged by fire.

Giving access for inspections

At reasonable times of day, you must allow our staff and contractors into your flat to inspect its condition and to check that you haven't broken the terms of your lease. Except in an emergency, we must give you at least 24 hours' notice (older leases) or 7 days' notice (leases from 2002) of our visit.

Requiring you to make repairs

We can serve you with a notice requiring you to make repairs. The notice will give a time limit for the repairs to be completed – usually 10 days.

If you fail to do the repairs, we will send staff or contractors to do them for you. We will charge the cost to you, and include interest from the date the work is carried out. The interest rate will be in line with the rate on unpaid management charges.

Accepting heat from the communal system

You agree to accept any hot water or heat that we supply to your flat. This applies whether the system is running when you buy the lease, or we install it later.

Giving access for repairs

At reasonable times of day, you must allow our staff and contractors into your flat, for example:

- to carry out repairs or servicing to your heating, waste disposal, door-entry or ventilation system, your communal TV aerial, windows or external doors

- to check, repair or rebuild adjacent properties we own
- to sort out problems with sewers, drains, watercourses, pipes, wires, cables and other items affecting adjacent properties we own.

Except in an emergency, we must give you at least 24 hours' notice (older leases) or 7 days' notice (leases from 2002).

Disputes between leaseholders

If you have a dispute with your neighbour about any of the communal facilities we provide, or your other rights, we will make the final decision.

Use of the flat

You must only use your flat as a private residential flat for one family. You must not overcrowd your flat. The sixth schedule sets out how many people you can allow to live in it.

Invalidating our insurance

You must not allow anyone to do anything that increases the insurance premiums for your block or your flat, or that invalidates our

Your obligations to the council and

insurance. We have the right to recover the extra cost of premiums from you if you do.

Nuisance

You must not allow the flat to be used to sell or make alcohol, or for any other illegal, immoral, improper or unpleasant purpose.

You must not allow anything that could cause a danger, damage, nuisance or annoyance to us, our tenants, or your other neighbours.

Between 11pm and 8am, you must not allow singing, playing of a musical instrument, your television, radio, or any other recorded sound or music, to be heard outside your flat. You must not allow noise from your flat to cause a nuisance to others at any time of day or night.

You must not allow anyone to block any entrance halls, passages, lifts, staircases, paths, footways or roadways.

You must not allow anyone to throw anything from any window, door or balcony in your flat.

Anti-social behaviour

You must not behave in a way that harasses, alarms or distresses anyone outside your household, or allow your visitors to do so.

You must not harass anyone because of their race, nationality, ethnic or national origin, religious belief, sexuality, gender identity or disability. You must not allow your visitors to do so either.

Examples of harassment might include:

- intimidating behaviour
- verbal abuse
- hate crime (for example, racism or homophobia)
- prostitution
- excessive noise
- vandalism, graffiti and deliberate damage to property
- rubbish and litter
- drug use and drug dealing.

other leaseholders

Making alterations

If your lease pre-dates 2002, it states that you are not allowed to make alterations to your flat. If you have a lease from 2002 onwards, you are allowed to make certain alterations, if you write to us and we give you permission.

In practice, provided you are not going to damage the structure of the block, we will normally give you permission, whichever lease you hold.

You particularly need our permission, for example, if you want to put up a TV or radio aerial or satellite dish, or if the work would affect walls, beams, timber or girders. You also need our permission before doing anything that would affect the waste disposal, door-entry or ventilation systems, your heating appliances, the TV aerial socket, the window frames or the glass in them.

Damaging communal services

You must not allow anyone to damage the waste disposal, door-

entry or ventilation systems, your heating appliances or your TV aerial socket.

If we decide not to allow you to use one of these services, or to restrict how they are used, you must comply.

Unpleasant smells

You must not allow harmful or unpleasant smells to come from the flat. You must be able to satisfy us that you have taken reasonable steps to prevent this.

Chimney sweeping

If the flat has a chimney, you must get it swept once a year and at other times if we require it.

Adverts

You must not put up any kind of advert or notice outside the flat or so that it can be seen from outside.

Carpet floors

You must keep floors mostly covered with carpet or a similar kind of floor covering, to prevent noise between flats.

Your obligations to the council and

Dustbins

If we require you to, you must provide and look after your own dustbin.

Make good any damage

You are responsible for making good any damage to the block, or any property owned by one of your neighbours, if the damage is caused by you or someone associated with you. You will be responsible for any costs.

Assignees to the lease

Whenever this lease changes hands, the new leaseholder ('assignee') takes on responsibility for meeting all the terms of the lease.

Payment for power

You must pay for all the gas, electricity or other power used in your flat, as well as any standing charges.

Planning regulations

You must not allow anyone to do anything to break planning regulations. You will be

responsible for any costs if the regulations are broken.

Water leaks and blockages

You must not allow water or other liquids to soak through the floor of your flat.

You must not allow sinks, baths, WCs, cisterns, waste or soil pipes to be blocked with dirt, rubbish or rags, or let anyone throw corrosive or harmful substances into them.

If any of these things happen, you must put things right immediately, at your own expense.

Rights over our land

You must not allow the owner or occupier of a property alongside ours to gain any legal rights ('easements') over your flat or our block – for example, the right to light or air to their property, or the right to drain water via our land.

If you are aware of someone trying to gain these rights, you must let us know and do what you can to prevent it.

other leaseholders

Protecting the boundaries of your flat

You must not allow anyone to encroach on the boundaries of your flat (this includes any garden or outside space you have). You must allow us or another agency to take action if they do.

You must not allow anyone to damage your flat or its structure either deliberately or by being careless or neglectful.

Parking

You must not allow anyone to park any vehicle, including a caravan or a skip, on any estate road, unless you first get our written permission.

Use of balconies

You must not allow anyone to place anything heavy on a balcony in your flat or block.

You must not allow anyone to put window boxes or plants on your window sills or balconies without our written consent. If we give you consent, you must keep to the conditions we set.

Block and estate regulations

You must keep to any regulations we set for your block or the estate. They are for everyone's benefit.

Gardens

If your flat comes with a garden, you must keep all the walls and fences that are your responsibility in good repair. The boundaries you must keep up are marked on the plan of the property.

Your lease and the Land Registry

The Land Registry keeps public records of who owns land in England and Wales. It records when land is sold, mortgaged or leased. When you buy your lease, your interest in the property is recorded at the Land Registry.

The records also include many of the details contained in this lease, including the rules we apply to any discount on the original purchase.

Agreements and declarations

In signing the lease, you and we agree to the following conditions.

Ending your lease

We have the right to enter your flat and end your lease if:

- you are more than 21 days late in paying any charges
- you have broken your lease agreement
- you have a council mortgage or legal charge and you owe us more than 2 months of instalments.

Once we end the lease, we still have the right to chase you for payments and to follow up any other breach of the lease.

The limits of your lease

Your lease does not give you access or other rights over land or buildings around your flat,

including watercourses, sewers, drains or lighting.

We have the right to make any changes we like to buildings and land around your flat, including putting up new buildings.

We do not have to consult or compensate you.

The limits of your rights

When the lease changes hands, the only rights passed on are those included in the lease agreement.

The lease specifies that you cannot gain any additional rights just because a previous owner seems to have had them.

Legal notices

We will consider that we have properly served you with a legal notice if we have:

- posted it to your usual or last

known address, or

- put it up, addressed to you, somewhere on your flat where you are sure to see it.

To serve us properly with a legal notice, you must send it to Enfield Civic Centre, addressed to the Borough Secretary and Solicitor.

Other consent

In your lease, the council acts only as your freeholder. If you need council consent for anything unrelated to your flat, you need to deal with this issue separately

Roads and footpaths

Your lease gives you no rights over any roads and footpaths that run near to your flat unless it specifies such rights.

Council mortgages

While you are still paying off a council mortgage or legal charge, you do not, when you send us a payment, have the right to say which account we should credit the money to (in legal terms, the 'right of appropriation'). You only have this right if you are paying off all the money you currently owe us.

This rule allows us to use any money you pay towards any arrears you have.

Council consultants and contractors

The council has the right to:

- pay managing agents to manage the estate – Enfield Homes currently acts as the council's managing agent
- pay outside professionals and contractors to work on estate matters
- pass on some of its responsibilities to contractors – for example, when they are providing repairs and other services.

Loss or damage (leases before 2002)

We are not responsible for any damage, injury or loss suffered by you or anyone else due to:

- a defect in any part of the estate
- failing to meet our obligations, provide services or perform well enough because one of our staff, or someone employed by one of our contractors to work at the estate, has neglected their duties or behaved improperly.

Even if we have failed in any of these ways, you must still fulfil your own responsibilities under this lease.

Agreements and declarations

Changing responsibilities

We have the right to change which staff members provide which services. We can also opt to bring in outside people or companies.

Anyone we appoint in place of a staff member mentioned in the lease will have the same powers as the staff member had.

The council's obligations

Peaceful enjoyment

While your lease is still in force, you have the right to enjoy your flat in peace, as long as you pay your charges and do not break the terms of the lease.

We will not allow anyone working on our behalf to interrupt your enjoyment of your flat, unless they are doing so to enforce the law or a local bye-law or regulation.

Repairs to the structure and exterior of the block

We will keep the structure and exterior of your block in good repair, including the windows, external doors, drains, gutters, external pipes, roofs and foundations.

We will repoint all external brickwork when necessary and repair any defects that affect the structure of the block.

We will rebuild or repair the flat or block if it is destroyed by fire, flood, storm or similar event that is normally covered by buildings insurance.

Repairs to other property

We will keep in good repair any other property you have rights to in this lease – this includes gas and water pipes, drains, sewers and electric cabling.

Heating

If we provide communal heating to your flat, we are only obliged to do so during the winter. This

The council's obligations

would usually be from 1 October to 1 April. However, in practice, we now provide heating all year round in response to feedback from residents.

We are not obliged to heat your flat if you are behind with your management charge payments.

Repairs to your flat

As long as you are up to date with your management charge payments, we are responsible for repairing, servicing and keeping in good condition all the systems that serve your flat (for example, the communal heating and door-entry systems).

Enforcing similar leases

We will make sure any leases we issue to new leaseholders in your block and on your estate have similar terms and conditions to yours.

If you ask us to, we will enforce the conditions of leases and any regulations we apply to the estate. However, we will ask you to pay our costs in advance.

If, within 80 years of the start of the lease, we pass on the freehold of your block to a landlord that is not a council, housing association or other social landlord, we will require them to take out landlord's comprehensive insurance cover.

Joint leaseholders

If 2 or more of you have bought the lease together, you hold the flat in trust for each other. You each have the right to sell or postpone sale, but you must share between you any surplus from a sale, after all the bills are paid.

Limits of purchase

You are only buying the lease on this particular flat. You are not buying other properties at the same time. The figures in the sixth schedule show your whole purchase.

Confirming the lease

To confirm the lease, you sign it and we affix the council's official seal.

Schedules

First schedule: Your flat

The lease includes a plan of the layout of your flat. There is also a map showing the position of your flat (including any garden, shed or garage) in relation to your block and estate.

The area that counts as your flat includes:

- any part of the structure that is entirely inside it – such as the internal walls, and any internal floors and ceilings if the property is a maisonette
- half the depth of any walls, floors and ceilings that sit between your flat and neighbouring flats, other parts of the building, or premises belonging to someone other than the council. However, if there is nothing underneath your flat, your flat includes the whole of the floor (unless it is part of the structure of the block); and if there is nothing above your flat, your flat includes the whole of the ceiling (but not the roof)
- the internal surfaces to any external walls to your block
- your balcony, if you have one
- your windows and window frames – including external window sills
- your doors and door frames
- our internal fixtures and fittings – including all gas and electrical fittings; bathroom fittings; heating appliances; any waste disposal, ventilation or door-entry system; and the TV aerial socket
- any garage (leases from 2002 only), or shed or storeroom

schedules

(leases between 2002 and 2005 only) that comes with your flat

- any garden area, including any boundary walls or fences marked on the map.

Second schedule: Your rights

You have the right to access all the common entrances, halls, stairways, lifts and landings in your block that lead to your flat.

You have the right to cross the roads and footpaths on the estate on foot. You also have the right to use the roads and driveways on foot or in a vehicle. These rights also apply to any new roads or footpaths added later. However, we have the right to agree boundary changes to the block and the estate, so these roads and footpaths could be changed.

You have the right to expect systems for sewage, gas, heating, ventilation and smoke or fume removal to work properly, where they exist. You also have the right to use any electrical wiring, phone lines or cables for TV and

radio reception that serve your flat – even if the pipes, wires, cables or similar go through neighbouring properties that may not belong to us. However, we have the right to change the way these systems operate.

We will charge you for using the communal TV aerial socket.

You have the right to expect the building to continue to support your flat structurally, protect you from the weather and separate your flat from other parts of the block.

You have the right to use the landscaped areas on the estate, but we have the right to alter them.

You have the right to use any paladin rubbish bins we supply for your block, and any communal drying areas. You must keep to estate regulations when you use them.

If there are currently any established rights to light and air for your flat, you will have these rights while you live there.

(Leases from 2002) You have the right to use parking spaces on the estate if any are provided. But you must only park 2-wheeled vehicles, or normal cars that are under 20 years old.

Third schedule: Exceptions to your rights

The council has all rights to the structure of the block, including the roof, foundations and all external areas, apart from your balcony.

Your flat must continue to provide structural support and protection from weather to other parts of the block. (In other words, you must not make structural changes to your flat, such as removing walls, which might make the building unstable.)

The council has the right to expect that the systems for sewage and so on continue to serve other premises, whether it owns them or not.

We and our contractors, statutory bodies licensed by the

government, and the owners or occupiers of neighbouring buildings or land all have rights to enter your premises in certain circumstances; for example, if:

- any of the systems that serve or pass through your flat need repair, maintenance or major renovation
- new systems are being installed
- your windows or external doors need work
- any repairs or maintenance (including window cleaning) are needed to neighbouring buildings or land.

Except in an emergency, you would get reasonable notice beforehand. We would pay for any damage, unless it was your fault the repair was needed.

We retain the right to:

- alter the boundaries of your block or estate
- change roads, pathways and landscaped areas
- install new systems through or around your flat to serve other premises.

schedules

Our later leases clarify that we cannot do these things if the changes would prevent you using your usual facilities or services.

We can also switch off your gas supply if we think the system may be dangerous. If we do this, we must provide you with an alternative power source as soon as possible. We would pay for this installation and give you compensation for any gas appliances you had to replace, depending on their age and condition.

We will also protect the existing rights of other users of the block, estate or neighbouring premises.

Fourth schedule: Repairs and services

We are responsible for:

- supplying power, lighting, heating and ventilation to the communal areas of the block and the common room
- maintaining, repairing and replacing any parts of the following that are outside your flat:
 - any communal heating, waste disposal, door-entry or ventilation system
 - the communal TV and radio aerial system
 - the block lifts (if there are any)
 - the communal laundry equipment (if there is one)
 - any other equipment or machinery that serves the residential areas
- maintaining any lawns and landscaped areas, including outdoor lighting
- insuring the structure of the flat and block
- painting all outside wood, iron, stucco and cement, and maintaining communal areas
- repairing structural defects that we informed you about before you signed the lease. If we failed to tell you about a structural defect, we can only charge you for repairing it after you have been our leaseholder for 10 years (if the original lease on your flat pre-dates 2002) or 5 years (if the lease is more recent)

- employing:
 - cleaners and caretakers for the common areas
 - managing agents
- collecting the block's rubbish and maintaining the bins
- supplying oil, electricity or fuel for the boilers, and supplying hot water all year round and heating during the winter.

Fifth schedule: Your management charge

When you first become our leaseholder, your charge till the following 31 March is based on our estimate of the costs of providing common repairs and services to your flat.

In the following years, our calculation of your management charge takes into account:

- the actual costs we incurred in the previous year
- the costs of any repairs and services we expect to provide in the coming year.

Sixth schedule: Details of your lease

The sixth schedule sets out:

- who holds the lease
- the start date and end date of the lease
- whether you would have to repay any discount if you sold your lease early
- how much the original discount was
- how much you paid for your lease
- which facilities (for example, waste disposal, door-entry or ventilation system, TV aerial socket, communal heating appliances) apply to this flat
- how many people may live in your flat.

Memorandum of apportionment

The memorandum explains how we share communal costs

Energy and repairs

You contribute towards the costs of providing lighting and energy for all the communal areas, as well as repairs and replacements to all communal systems and equipment. We calculate your share by:

- dividing the total costs by the total rateable value of all the homes in your block (as on 31 March 1990), then
- multiplying this by the rateable value of your flat.

Managing the estate

You pay towards grounds maintenance, external lighting, and the costs of paying managing agents, other professionals and contractors to work on estate

matters. We calculate your share by dividing the cost of providing these services by the number of homes that benefit.

Buildings insurance

We calculate your share of our buildings insurance costs by adding together:

- the cost of the premium for flats like yours (this depends on how many bedrooms you have, and may rise if you or your mortgage company want to increase the insured value of your home), and
- any taxes and an administrative charge (as a percentage of the total).

Decorations and major repairs

We calculate your share of the costs when we carry out internal decorating or major repairs (including the cost of paying managing agents or others to supervise the works) in the same way as we calculate energy and repair costs.

However, if we work on or decorate your external doors, windows or window frames, we will pass on actual costs.

Caretaking and cleaning

We calculate your share of the costs of providing caretakers and cleaners by dividing the total cost by the number of flats that benefit from the service. However, we can adjust this if some flats benefit more than others.

Concierge and security staff

If we provide a concierge or security staff, we calculate your share by dividing the total cost by the number of flats that benefit from the service.

Heating and hot water

If we supply you with individual heating and hot water, we pass on the cost of supplying you and add on a percentage for administration.

If your block has a communal heating and hot-water system, we will calculate your share of the costs in the same way as we calculate energy and repair costs.



Other languages

To get a copy of this **About your lease** document in your language please tick one box , write your name and address and send this to the address shown.

Bu Evinizin kullanım hakkını satın alma (lease) sözleşmeniz hakkında belgesinin ana dilinizde bir kopyasını isterseniz lütfen bir kutuyu işaretleyin , adınızı ve adresinizi yazarak belirtilen adrese gönderin.

TURKISH

Si aad u heshid nuskhoo afkaaga ku qoran oo dukumintigaan Macluumaadka haysashada muddada dheer ah fadlan calaamadi hal god oo ku qor magacaaga iyo cinwaankaaga ka dibna warqadda u soo dir cinwaanka meesha ka muuqda.

SOMALI

Pour obtenir une copie du document intitulé **À propos de votre bail** dans votre langue, veuillez cocher la case correspondante , y inscrire votre nom et votre adresse, et envoyer votre demande à l'adresse indiquée.

FRENCH

Aby uzyskać wersję niniejszego dokumentu **Wszystko na temat wynajmu** w swoim języku ojczytym, proszę zaznaczyć jedną pozycję , wpisać swoje imię, nazwisko oraz miejsce zamieszkania i odesłać pod wskazany adres.

POLISH

Για να λάβετε ένα αντίγραφο του παρόντος εντύπου **Σχετικά με το μίσθωσή σας** στη γλώσσα σας, εισάγετε στο πλαίσιο το σύμβολο , συμπληρώστε το όνομα και τη διεύθυνσή σας και αποστείλετε τα στοιχεία αυτά στην παρακάτω διεύθυνση.

GREEK

গ্যাবাউট ইওর লীজ ডকুমেন্টের একটি কপি আপনার ভাষাতে পেতে হলে দয়া করে এই ঘরে টিক চিহ্ন দিন , আপনার নাম ও ঠিকানা লিখুন এবং নিচে প্রদর্শিত ঠিকানায় এটি ফেরত পাঠান।

BENGALI

Për të marrë një kopje në gjuhën tuaj të dokumentit **Rreth periudhës suaj të qirasë**, ju lutem zgjedhni një kuti , shkruani emrin, mbiemrin dhe adresën dhe dërgojeni këtë në adresën e shënuar.

ALBANIAN

برای دریافت یک نسخه از متن درباره اجاره شما به زبان خود، لطفاً در مربع مربوطه علامت زده، نام و آدرس خود را نوشته و سپس آنرا به آدرس درج شده بفرستید.

FARSI

Pentru a obține o copie a documentului **Contractul dumneavoastră de închiriere** în limba dumneavoastră, bifați o casetă ý, scrieți-vă numele și adresa, după care trimiteți documentul la adresa menționată.

ROMANIAN

OTHER LANGUAGE

TAPE

CD

04 08

YOUR NAME

ADDRESS

About your lease. March 2011. 6K

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Business Reply
Licence Number
RRXA-CHRL-HBCU

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**You can get this in large print, in Braille,
on tape or on computer disk. It can also
be signed in British Sign Language.**

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