

PARTNERS



Partners For Improvement in Islington  
**Homeowners' Handbook**



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Partners For Improvement in Islington (Partners) Managed Properties, acting on behalf of London Borough of Islington.



## Welcome to our Partners Homeowners' Handbook.

It aims to help you understand your rights and responsibilities as a leaseholder and also explain Partners' and Islington Councils' obligations to you and your home. It also gives you details of our housing services, as well as other useful information.

Although this booklet covers many aspects of your ownership, it is important that you understand your lease and get appropriate legal advice if there is anything you are unclear about.

This booklet is a general guide and should you have any questions on the specifics of your Partners managed property, please contact us and we will be happy to assist you or you can visit our website where you will find further, more detailed information.

All of our contacts can be found on page 5.

We hope you enjoy your home.

# How to contact us

Visit us online at [www.partnersislington.net](http://www.partnersislington.net) where you can find further information, applications and contact forms.

Alternatively email us: [enquiries@partnersislington.net](mailto:enquiries@partnersislington.net)

You can also contact us by phone:

Freephone 0800 587 3595  
Switchboard 020 7288 8310

From 8.30am to 5pm,  
Monday to Friday

For out-of-hours emergency repairs, please phone 0800 587 3595.

You can visit our office between 8.30am and 5pm, Mondays to Fridays by prior appointment, at:

4–6 Colebrooke Place,  
London  
N1 8HZ

*Please send all post to this address.*







# Who are we?

## Partners are a group of organisations that manages housing through a contract called a Private Finance Initiative (PFI).

The contract, established by the London Borough of Islington (the Council), aims to improve the standard of leasehold and tenanted properties it manages on behalf of the Council.

## Which organisations are involved in Partners?

Partners are made up of different organisations, and each has a specific role in delivering the contracts.

**Hyde Housing Association** provides the housing management service, including rent and service-charge collection, tenancy and leasehold management and customer services.

**United Living** refurbished the properties during the first five-and-a-half years of each contract. They also provide the gas services.

**Rydon Maintenance** provides the day-to-day repairs service, major repairs and cyclical programme.

Within your lease the relationship between leaseholder and landlord is referenced. Partners are responsible for all landlord duties for the duration of the contract with the Council, and are your point of contact for matters relating to your property.







# About your lease

## **The lease is a contract between you and London Borough of Islington.**

It gives you and your successors the right of possession of your home for a long period of time, providing you keep to the terms of the lease.

The lease document sets out all terms and conditions. You should ask a solicitor to look at the lease and explain what it means for you when you buy the flat.

The lease is a legal document and should be kept in a safe place. If you have a mortgage then your lender may keep the original lease. If you need a copy you may be able to get one from your lender or the Land Registry, however there may be a charge for this service.

As a leaseholder you have bought the right to live in your property for a fixed number of years as described in your lease. The lease is a binding contract, enforceable in law that contains both your rights as a leaseholder and our rights as the landlord/freeholder.

## **Your rights and responsibilities:**

- Paying your service charges
- Maintaining your home

## **Our rights and responsibilities:**

- Maintain the building
- Insure the structure of the building
- Consult with you on major works and cyclical decorations





**WARNING**  
SCAFFOLDING ALARMED  
**PATROL**  
ALARMS  
07832 366 902  
07908 410450  
[www.scaffolding.co.uk](http://www.scaffolding.co.uk)

**DANGER**  
Shut working overhead

**No unauthorised Access**

**PPE MUST BE WORN ON THIS SITE AT ALL TIMES**

Apologise for any inconvenience caused during these maintenance works

**SAFETY**

**Ridlon**  
[www.ridlon.co.uk](http://www.ridlon.co.uk)

**Cyclical Works Team**  
maintaining people's homes

Office hours: 8:00 - 5:00 0207 284 8310  
Out of hours: 0208 854 8700

**ISLINGTON**  
making it possible

# Partners Repairs and Maintenance Obligation

## The landlord has a duty to repair and maintain the structure and exterior of the block.

Partners will manage the blocks on a day to day basis to ensure that the landlord fulfils its responsibilities. Examples of the work that we are responsible for managing are listed below:

- Roof and chimneys
- Communal pathways
- Drains
- External brickwork
- Door entry systems
- Communal lighting
- Communal areas
- Gutters and soil pipes

## Reporting repairs

To report a repair or maintenance problem for which Partners is responsible, you should contact the Customer Service Team:

- **By phone on 0800 587 3595 or 020 7288 8310 (from 8.30 am to 5pm)**
- **In person**
- **Online: [www.partnersislington.net](http://www.partnersislington.net)**
- **Email: [enquiries@partnersislington.net](mailto:enquiries@partnersislington.net)** (please do not use this option in an emergency)

When reporting repairs, please give us as much information as possible, including your contact details and how the repair can be accessed, if needed.

## repairs out of office hours

After 5pm all emergency repairs go through to an out-of-hours call centre. Who will take details of the emergency repair and then ask one of our appointed contractors to do what is needed to make the property safe.

All other repair work needed after the property has been made safe will be dealt with within the usual timescales.

**Emergency repairs: 0800 587 3595 (after 5pm).**

## Reporting emergency

## *Partners Repairs and Maintenance Obligation contd.*

### **Water leaks into another property**

If water leaks from your home into a neighbouring leasehold home, you will be responsible for dealing with the leak and any damage caused. This will mean getting someone to repair the leak, and claiming on your own insurance for the costs.

If water leaks from your home into a neighbouring tenanted home, Partners Repairs Team will do any repair work needed to the tenanted home, but may bill you for the costs of the work needed to put right the damage caused.

If we become aware of an ongoing leak from a leasehold property, we will try to contact the leaseholder and let them know what repair work needs to be done.

If the leaseholder does not do the necessary work to stop the leak, we will write to them asking

them to do the repair within a certain time.

If the work is still not done, we will get an injunction (court order) to enter and do the work ourselves. We will only do this as a last resort, but the leaseholder would have to pay the full costs (including VAT) of stopping the leak, plus any legal and administration expenses.

### **Emergency leaks**

In an emergency when there is a serious leak, Partners may have to force entry to a home, if we cannot contact the leaseholder. This would arise if the building and the homes below the source of the leak are being badly damaged. Partners will try to stop the leak and do any emergency repairs necessary. Partners will inform the leaseholder of what has happened and what repair work they will need to do.

### **Major/Planned Repairs**

In some instances, following surveys, or through forward planning, we identify the need to embark on major/planned repairs.

This work may include, but is not limited to:

- Replacement windows or roofs
- Installation of a new door entry system
- Construction of new bin stores
- Painting and decorating





## Consultation

By law, we have to consult you about any repairs to your block that are likely to cost more than £250 to any one resident. We also have to consult you when we plan to enter into a long-term agreement that will cost more than £100 each year to any one resident.

We will have regard for your comments and will respond to them fully and if it is deemed appropriate, we will alter any plans to the proposals.

Once the work has been completed, you will receive an invoice for your proportion of the costs of the works or services provided.

There may be an option to spread your payments over some time if you are unable to pay the invoice in full. Further details of this will be sent to you during the consultation period.

## Provide buildings insurance

Under the terms of your lease, the landlord must insure the block in which you live. This cost is then recharged to you in your service charge.

If you sub-let your property, you must tell us, as this can affect your buildings insurance. If we do not know who is living in the property you may not be covered in the event of a claim.

Please note that your lease will further explain your maintenance obligations and demised property.

## Your obligations to maintain your property

Internal repairs to your flat are your responsibility. Landlord services such as water supply to the block are the responsibility of the landlord until the supply enters your property, at which point it then becomes your obligation to maintain.

Examples of your repairs responsibility are detailed below;

- Taps
- Boiler (repair and servicing)
- Heating and Hot Water Pipes
- Flooring
- Ceiling
- Plaster
- Internal doors

## Right of entry in emergencies

We have the right, in some circumstances, to enter your property without notice to carry out repairs if there is a serious risk of damage to the property or it could otherwise be a danger to other residents.

Examples would be if you removed a structural wall or if damage was occurring to other properties in the block (for example, if a leak in your plumbing was flooding neighbouring properties).











# Additional Services

## Home Improvements and Alterations

You have the right to make alterations to the inside of your home providing you first obtain our written permission. Generally, we will not give permission for any alterations to the structure, walls, timbers, elevations (faces or sides of the building) or the removal of any main walls, timbers, floors or ceilings.

You may also need planning permission or building regulations approval or both.

You may make decorative improvements to your property without permission but you will need to seek permission for structural alterations or additions such as for example the following:

- New Bathrooms (if electric wiring and or plumbing is changed)

- New Kitchens (if electric wiring and or plumbing is changed)
- Flat Front Door Replacement
- Window Replacement (excluding broken glass)

## Consent to alterations

You will need to seek permission for any works carried out by you (as per the list above) to the property or replacing something that would normally be a responsibility of the landlord, such as windows and front doors.

There will be a fee charged for the consideration of granting permission, see our website for details.

A licence will not automatically be issued as this is subject to you providing the correct documentation to meet approval.

## Selling your home

You have the right to sell your property to anyone you want to, but you must be aware that if you bought it at a discount under the Right to Buy scheme, you may be asked to repay a proportion of the discount if you sell within five years of purchasing.

Your solicitor should make contact with Partners to request a pre-sale pack prior to the point of sale. A fee is payable for this service, see our website for details.

You, or your solicitor, must tell us within one calendar month if the ownership of a leasehold property passes on to someone else.

## **Additional Services contd.**

### **Sub-letting your home**

You have the right to sub-let the whole or part of your home, but first you must register the sub-let with your landlord who will charge a fee for this, see our website for details.

If you have a sub-tenant, you become their landlord and you could be creating a tenancy. You could have great difficulty making your sub-tenant leave if you wanted your property back. You could also have difficulty selling your home if you have a 'sitting tenant'.

It is your responsibility to ensure your tenants comply with all of the terms of the lease. If they do not, any action taken will be directly against you as the registered Leaseholder.

You will need to keep us informed of any changes in your contact address and any managing agent's address. By law, as a landlord, you would

also be responsible for making sure gas appliances are kept in good order and serviced at least every 12 months. You will need to provide Partners with a copy of the Gas Safety Certificate (CP12) annually.

Also remember it is you, the Leaseholder, who is responsible for paying the service charges whilst the flat is sub-let and any recovery action taken due to non-payment will be taken against you and not your tenant.

Whenever you sub-let you should take legal advice to prevent such difficulties. Ask a solicitor or an advice agency how to make sure you are legally protected.

### **Collective enfranchisement (the right to enfranchise)**

This right was introduced by the Leasehold Reform, Housing and Urban Development Act 1993 and was amended in 2002. Leasehold

enfranchisement (also known as collective enfranchisement) means that leaseholders acting together have the right to buy the freehold of their building from the landlord. For more information on enfranchisement, please see the Lease Advice website: [www.lease-advice.org](http://www.lease-advice.org)

### **Extension of leases**

The Commonhold and Leasehold Reform Act 2002 amended rights for some leaseholders to extend their leases. Leaseholders can now get a new lease for a period of the remainder of their existing lease and 90 years. To be eligible, leaseholders need to have owned the lease for a period of two years before being able to exercise the right. A value would need to be agreed for the new lease.

For more detailed information about extending your lease, please visit the Lease Advice website: [www.lease-advice.org](http://www.lease-advice.org)







# Your Service Charges

**As a responsible social landlord, the London Borough of Islington Council has a duty to maintain their buildings to a good standard.**

If they do not spend money on maintenance, the buildings could deteriorate and fall into disrepair. This would result in a less pleasant and possibly unsafe environment to live in.

A proportion of the money that the landlord spends can be legally re-charged to leaseholders. If the landlord did not spend money on maintenance, they would be failing their duty as a landlord and consequently your investment in your home could suffer.

The costs that you are required to contribute towards will depend on your location, type of property and the services that are provided to your flat.

**How do we calculate your service charge?**

Service charges are calculated in accordance with the terms of your lease.

Currently service charges are calculated by the number of bedrooms in your property to work out a percentage share for your service charges.

Service charges are made up of the following costs: please note that not all flats will receive all services and costs listed below.

**Responsive Repairs**

Any repairs, which are undertaken to the communal areas of your building, are chargeable. The costs of any communal repairs are shared between all flats in the building. An example of a communal repair may be repairs to the roof or guttering.

**Communal Electricity and Lighting**

You are liable to pay for the cost of lighting the communal areas in your building and again, this charge is split between all flats. If you have other communal features such as a fire alarm system which uses electricity, the cost of the electricity used is also included in this charge.

**Grounds Maintenance**

This charge covers the cultivation, maintenance, and improvement of any shared garden, landscaped area or other ornamental features within or provided for the enhancement of the building, which is within the curtilage as detailed in the lease plan.

## *Your Service Charges contd.*

### **Buildings Insurance**

London Borough of Islington provides building's insurance and you contribute towards this cost in your service charges. The contribution you pay, is passed on directly to the insurance providers.

### **Management Fee**

The management fee covers all the costs of administering Leasehold Services provided by Partners.

### **TV Aerials**

If your television is connected to the communal aerial situated on the roof of your building then you will pay a contribution towards the maintenance of that aerial irrespective of whether you chose not to use the system.

### **Ground Rent**

This is a standard rate set at £10 per flat per year. The charge is standard across the Borough.

### **What if you do not agree with the charges?**

We always aim to calculate charges fairly and correctly, but if you think we have made a mistake or have charged you for works you feel have not been carried out, or are substandard, please contact us and we will investigate and respond to your query or complaint.

You also have the right to apply to an independent tribunal service, called the First Tier Tribunal and both parties will abide by their decision. The tribunal can make a charge to hear your case.

For further information on the First Tier Tribunal please visit their website

**[www.gov.uk/housing-tribunals/overview](http://www.gov.uk/housing-tribunals/overview)**

### **The law**

Several laws protect your rights as a leaseholder. If you are not sure of your rights, a solicitor can advise you or you can contact free advice agencies such as the Citizens Advice Bureau.

The main laws covering leasehold tenancies are the:

- Housing Act 1985.
- Landlord and Tenant Acts 1985 and 1987.
- Housing and Planning Act 1986.
- Leasehold Reform, Housing and Urban Development Act 1993.
- Housing Act 1996.
- Commonhold and Leasehold Reform Act 2002.

From time to time more regulations are made under these laws. You should be able to see copies of these laws and regulations at the main public library and online at the Lease Advice website:

**[www.lease-advice.org](http://www.lease-advice.org)**







# Anti social behaviour, nuisance and harassment

**Partners are committed to ensuring that all residents enjoy their right to peace, quiet, and security in and around their homes.**

We recognise that anti social behaviour can have a severe effect on the well-being of residents and that we have a duty to take action to minimise it.

## **Your responsibilities as a leaseholder**

You are responsible for the behaviour of everyone living in or visiting your property, including children and sub-tenants.

You are responsible for their behaviour in the property, in shared areas and around the property.

All the properties we manage are in traditional Victorian and Edwardian street properties, which have been converted into several flats or maisonettes.

This means you will be living close to your neighbours and sharing some areas of the property, such as gardens and communal hallways.

The properties were converted some years ago and have little to no soundproofing. You may hear your neighbours go about their daily lives and they may hear you.

## **What is harassment?**

Harassment is deliberate action designed to intimidate or offend as well as cause fear and distress to victims. Harassment is action targeted at certain groups or individuals based on the prejudices of others; such as Age, Ethnicity, Gender, Disability or Religion.

We believe you have the right to live in your home without harassment, violence, or the threat of violence. We take very seriously any report of harassment and investigate thoroughly. We work closely with you, and any appropriate agencies, such as the Police.

**If you are suffering harassment contact the Police and Partners.**

## ***Anti social behaviour, nuisance and harassment contd.***

### **Nuisance and noise**

Nuisance, including noise nuisance, is an unwelcome feature of modern life. The person causing the nuisance may be unaware of the problems they are causing.

In a building, sound travels very easily from one home to another. Please be aware of this and try to minimise noise from your home. Here is some general advice about avoiding noise nuisance:

- Avoid laying laminate flooring in your home if you live in a flat or maisonette. Hard flooring increases noise from your home, so the noise from general living may be loud enough to disturb your neighbours. If you do lay hard wood flooring you must comply with building regulations and the terms of your lease when installing insulation.

- Don't let your visitors make a lot of noise when they are leaving your property, particularly late at night or early in the morning.
- Don't use your washing machine or vacuum cleaner, or play loud music between the hours of 11pm and 7am. Be considerate at all other times.
- Tell your neighbours if you are planning a party, and be reasonable about how long it lasts.
- If your neighbours say you are making too much noise, listen to their complaints and respond in a reasonable way.

### **If you are suffering nuisance**

If you are suffering nuisance, try to resolve the matter yourself first by talking to the person responsible. If this doesn't solve the problem, or you don't feel able to talk to the person responsible, contact us for help and

advice. We may ask you to write or email us with all the details.

**Partners have further advice on noise on our website**  
[www.partnersislington.net](http://www.partnersislington.net)

### **Domestic Violence**

Domestic violence is a crime that can have a devastating effect on survivors and their families. Partners have produced a single policy and procedure for managing cases of domestic violence built on the following principles:

- Serious consideration is given to the safety of survivors and their children
- Survivors are dealt with quickly, sensitively and effectively and are signposted or referred to specialist agencies if appropriate
- Where appropriate, action is taken against perpetrators of domestic violence

Partners are committed to providing support to survivors; and, where appropriate, taking action against residents who are known perpetrators of domestic violence.

If you are experiencing Domestic Violence or have witnessed or believe someone else is experiencing Domestic Violence, report any incidents to us or the Police. Your report will remain anonymous and confidential.

- We will liaise with any appropriate Partner agencies such as Police.
- We will also make any referrals for support, such as Solace Women's Aid.
- We will take any necessary and appropriate action against the perpetrators.

### Keeping the communal hallways clean and tidy

If you share hallways, you must arrange with your neighbours to keep them clean, including any windows. If you have recently moved in, ask your neighbours what arrangements are already in place.

If windows are so dirty that they endanger health or safety, we can arrange a one-off clean.

You must not keep any of your personal belongings in a communal hallway – they may be dangerous or block the escape route if there is a fire. We will ask you to remove any belongings you have left in the hallway and if you do not, we will dispose of them.

### Gardens

Many of the properties we manage have communal gardens. In most cases, residents have come to an arrangement about who maintains the garden.

It is your responsibility as a leaseholder to ensure that you maintain your own garden and do not allow it to become overgrown.

If you have an overgrown tree in your communal garden that needs pruning, contact Partners and we will arrange for the Council to do the work.

Please also report any plants and bushes that are growing out of control and affecting the property i.e. Japanese Knotweed.

## *Anti social behaviour, nuisance and harassment contd.*

### Disposing of rubbish

Make sure you put all your household rubbish in securely tied bags before putting them in the dustbin or refuse store, if you have one.

If you don't have a refuse store, keep your bags of rubbish in a place where they won't block your neighbours' way or annoy them.

If you have your own dustbin, put it in front of your home on collection day. If you share bins with your neighbours, agree with them who will be responsible for putting them out on collection day.

If you don't have a dustbin, leave your bags of rubbish in the correct place to be collected on the right day of the week. Don't put rubbish out onto the street before collection day.

If you have large items to dispose of, for example large pieces of furniture, you can arrange for the Council to remove them. For bulk rubbish removal telephone the Council on 020 7527 2000.

**For more details about anti social behaviour, nuisance and harassment please visit our website: [www.partnersislington.net](http://www.partnersislington.net)**









# Making a complaint

**If you are unhappy with any aspect of our services, you can use our complaints procedure. At each stage of the procedure we will try to resolve your complaint to the best of our ability.**

If you are complaining about our policy, we will explain the reason for our policy.

You can view our complaints policy and procedure on our website [www.partnersislington.net](http://www.partnersislington.net).

All complaints should be emailed to [enquiries@partnersislington.net](mailto:enquiries@partnersislington.net) or posted to our Colebrooke Place office.

**If you are unhappy with our response**

If you are unhappy with our response, you can take your complaint to the Independent Local Government Ombudsman.

The Ombudsman will only consider your complaint if you have gone through all the stages of our complaints procedure. See 'Useful Contacts' for more information.

## Getting involved

Resident engagement is essential for ensuring that our services meet residents' current and future needs. We value the importance of involving residents in service planning and provide a variety of formal and informal ways for people to engage with us.

You can find full details of our engagement opportunities on our website [www.partnersislington.net](http://www.partnersislington.net) or by calling **0800 587 3595**.

To find out how Partners residents feed into Islington Council's formal structures please go to [www.islington.gov.uk](http://www.islington.gov.uk) or call **020 7527 2000**.



4-6 Colebrooke Place  
London N1 8HZ

t. 020 7288 8310

e. [enquiries@partnersislinton.net](mailto:enquiries@partnersislinton.net)  
[www.partnersislinton.net](http://www.partnersislinton.net)