

mosaic  
homes

# leaseholders' handbook



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## Your housing association

### About Mosaic Homes

Mosaic Homes is a housing association with over 6,400 homes in Hackney, Islington and Essex. We are regulated by the Housing Corporation, which is a government-funded body. We are a not-for-profit organisation; any surplus we make is not paid to shareholders but is used to improve and build more homes.

We employ over 640 staff. They are based in our offices in Hackney and Essex and at our head office in the City of London. The Audit Commission has given its highest possible rating to our supported housing and repairs service and we won the 2003 Housing Award for Best Practice in Community Involvement.

### How you can contact us

Send an email to [enquiries@mosaichomes.co.uk](mailto:enquiries@mosaichomes.co.uk)

Phone us on:  
020 7877 6000  
Or  
if you live in Essex:  
01268 498500

Send us a fax on:  
020 877 6001  
Or  
if you live in Essex:  
01268 498501

Write to us or visit us  
We have London offices at:

Head Office  
Globe House  
8 Curtain Road  
London EC2A 2ND

Hackney Office  
9 – 13 Arcola Street  
London E8 2UH

If you live in Essex, you can write to us or visit our office at:

Essex Office  
Pembroke House  
Northlands Pavement  
Pitsea  
Essex SS13 3DU

You will find up to date details of how to contact all our local offices, where they are, when they are open and who to contact in an emergency, on our website  
[www.mosaichomes.co.uk](http://www.mosaichomes.co.uk)

## Diversity

We recognise that everyone is different and we value that difference. We aim to provide services fairly to everyone, and are committed to challenging discrimination of any kind.

We will not treat anyone any less favourably than anyone else because of their race, ethnic origin, gender, marital status, sexuality, disability, age, dependents, religious belief or any other similar reason.

We have a diversity strategy that aims to address the way we work and make us more representative of the black and minority ethnic communities we house.

We use a telephone-based service called Language Line. This means that they can translate anything you need to say to us over the phone. To arrange this for yourself or someone you know, please visit one of our offices where we will be pleased to help. We can also arrange to translate letters and documents if you tell us your preferred language for reading.



## Confidentiality and data protection

You can check any personal details we hold about you on file or computer under the Data Protection Act 1998. Contact the Leasehold Manager about this.

Generally, any information you give us is private and we will not pass it on to others. We will not answer enquiries from people claiming to represent you including family or solicitors, unless you confirm in writing that we have your permission.

In certain circumstances we may give out some information about you to others:

- **Information on residents**

All the information we have about our residents is confidential. We will not usually give out details to anyone without your permission. We will only give your details to another member of staff when they need it in order to provide a service.

- **Housing Benefit and the Department for Works and Pensions**

We will normally give Housing Benefit departments the information they need to process a claim. We will also tell them if there have been changes in your circumstances.

- **Police**

We will co-operate with the Police to prevent and detect crime.

- **Water companies, gas and energy providers and local authorities**

We will disclose information provided the request is in writing and the reason for the request is reasonable.

- **Building societies and banks**

We will provide references if you are seeking a mortgage.

## Complaints

We value complaints because they give us an opportunity to learn and put things right for the future. We want to hear from you if you are unhappy with any aspect of what we do or how you are treated. Whatever the problem, we will try to sort it out as quickly as possible and ensure that it does not happen again.

You can complain if we:

- do things wrong;
- do things badly;
- don't do things that we promised to do; or
- don't do things within target times.

When dealing with your complaint we will:

- treat it seriously and confidentially;
- be fair, polite and helpful;
- investigate it thoroughly; and
- tell you what is happening with it.

We do not accept anonymous complaints.

To start with, talk the matter over with our Leasehold Manager, who will try to sort out the problem quickly. If you are unhappy with our initial response you can make a formal complaint.

There are 3 stages in our complaints procedure:

### Stage One

- Complete a complaint form. You can download one from our web site or pick one up from one of our offices; we can send you one in the post if you ask us to.
- When you have filled it in send it to the Director of Housing Services at our head office: Globe House, 8 Curtain Road, London, EC2A 2ND.
- If you prefer, you can make your complaint over the telephone or in person at your local office.
- We will confirm that we have received your complaint within three working days. We will also give you a reference number so that you can quote

it when you call us.

- We will then look into your complaint and reply to you in writing within 15 working days.

### Stage Two

- If you are unhappy with the way your complaint was dealt with at stage one, you should fill in a stage two complaint form and return it to the Director of Housing Services at our head office: Globe House, 8 Curtain Road, London, EC2A 2ND, within 10 working days of receiving our stage one response.
- Again, you can make this complaint by phone or in person if it is easier for you.
- We will acknowledge your complaint within three working days and pass your complaint to the relevant manager, who will investigate your complaint and send you a full response within 15 working days.

### Stage Three

- If you are still not satisfied you should fill in and send back a

stage three complaint form within 20 days of receiving our response to your stage two complaint.

- Once again, you can do this by phone or in person if it is easier for you.
- This time your complaint will go to a complaints panel made up of members of the relevant service committee.
- One member of this panel is also a Mosaic Homes tenant.
- When your complaint is heard you may put your case to the panel in person or in writing.
- If you want to put your case in person you can bring a friend along or ask a tenant representative to come too.
- After the meeting the panel will let you know what they have decided by writing to you within 10 working days.

## Taking things further

- If your complaint is not resolved to your satisfaction after stage three, we are not able to deal with it any further within the Association.
- You can take your problem to the Housing Ombudsman Service.
- The Ombudsman checks that you have taken your complaint through all the stages of our complaints procedure before he takes it on.
- If it looks like we have done something wrong, the Ombudsman decides what needs to be done to put things right.
- You can contact the Ombudsman at:

Housing Ombudsman Service  
 105-109 The Strand  
 London WC2R 0AA  
 lo-call: 0845 7125 973  
 email: [ombudsman@hos.org.uk](mailto:ombudsman@hos.org.uk)

## Resident involvement

The way we work at Mosaic Homes has been deeply influenced by what residents have told us. Many of our policies and systems have been put together with the help of resident consultation. This part of the handbook is about how to get involved yourself, or how to contact residents who are already involved.

If you want to get involved, you can choose what you want to do:

- Put your name on the resident involvement mailing list – receive invitations to meetings and workshops;
- Come to the Leasehold Forum – a twice yearly meeting with staff;
- Go to special group meetings, if you're interested in policies and the "bigger picture"; or
- Ask about joining one of Mosaic's committees, or the Board.

We are governed by a 12-strong voluntary Board of Management. Members are experts in areas such as finance, law and housing. They decide on the aims of the organisation, set its targets and review its performance. Four members are residents.

Residents who wish to be Board Members are nominated by a residents' meeting that is open to all residents and then interviewed by representatives of the Board.

To find out more, contact a Resident Involvement Officer to talk about how much involvement you want, or speak to a resident representative. The telephone number is: 020 7877 6000.

## Purchasing a Mosaic Home

### Shared Ownership

This scheme allows you to part rent, part buy, a home in a new development built by us. It is especially for people who would like to own their own home but can't afford to buy one outright. For example, you could buy 50% and we would be the owner of the remaining 50%. You then pay rent on the proportion that you do not own.

Whenever you are ready, you can buy a larger share. In some cases, you may eventually be able to buy the property outright – 100%.

People who are already homeowners, or who can afford to buy a similar property on the open market cannot be considered for this scheme.

### Getting a mortgage

This is a simple guide to mortgages. It does not tell you everything you need to know so you should always get independent advice.

Almost all mortgages have a repayment period of 25 years, depending on your age and other circumstances. This is called the '**term**' of the mortgage.

Your building society will work out your monthly repayments, based on the amount you borrow. The repayment amounts will change if interest rates change.

## **There are different types of mortgages:**

### **Repayment mortgages**

Each month you pay an amount off what you borrowed (the capital), plus an amount towards the interest on your loan. As you pay off more of the capital, you have less interest to pay overall. At the end of the term of the mortgage you will have paid off the capital and the interest.

### **Interest-only mortgages**

You borrow an amount of money and pay the interest on it over the term of the mortgage. At the end of the mortgage term you have to pay back the amount you borrowed in one lump sum.

### **With-profit low-cost endowment mortgage**

With this mortgage you pay the interest every month and at the same time pay into an endowment fund. This is a form of investment saving and the idea is that your endowment

grows over the years to cover the amount you borrowed. It might even have enough left to give you some cash in hand. However, profits can never be guaranteed and if the endowment doesn't grow fast enough, you may not have enough money from it to pay off the mortgage you borrowed.

### **Unit-Linked savings plans or endowments**

This type of mortgage also aims to build up a lump sum to pay off the money you have borrowed. You pay the interest each month, plus an additional amount into an investment fund, which aims to build up enough to pay off the amount you borrowed. The investment fund may also include some life assurance.

This type of mortgage could allow you to build up enough to pay off the mortgage early if the investment grows enough. But the value of Units can go down as well as up and there are no guarantees.

### **Pension-linked mortgages**

In this case you pay into a personal pension linked to your mortgage. When you reach retirement age, the fund should have enough profit to pay your pension and give you a lump sum to pay off the mortgage.

The law says you cannot start drawing your pension before you are 50. If you take out a pension mortgage when you are under 25 you may have to have a mortgage that is longer than 25 years.

### **Building Society special offers**

Sometimes building societies make special offers to attract new borrowers. The offer may be a combined package, such as mortgage and endowment policy, contents insurance and mortgage and protection insurance. Buying all these products from one organisation

is unlikely to be good value and may make your monthly repayments higher.

### **Mortgage Indemnity Guarantees**

Building societies may protect their money by requiring you to take out mortgage protection insurance. If you don't pay your mortgage, the building society can sell your home to get back the money they lent you. If the sale doesn't raise enough money, the mortgage protection insurance will cover the difference. As the borrower, you will have to pay for this insurance.

In the case of shared ownership, your lease will contain a clause where the housing association guarantees to cover any losses your mortgage company suffers. This means you don't need indemnity insurance as well.

Remember – in all cases – if you do not keep up your mortgage payments, you risk having your home repossessed and being evicted.



## Your lease explained

If you have bought a flat, you have bought a 'leasehold interest'. This means you have the right to live in your home for a certain period without having to pay rent (unless you are a shared owner), except for a small ground rent. The period is set out in your lease. As a leaseholder you only buy the right to live in your own flat and so you also have to pay a share of the costs of the upkeep and repair of the building and the estate where your flat is situated.

The lease is the legal contract between you and Mosaic Homes and is a very important document. You should make sure you keep your copy in a safe place.

Once you and Mosaic Homes have signed the lease, we both have to carry out our responsibilities as the lease says.

You should always look at your own individual lease if you want

to check something, as it may be different to another person's lease.

Your lease describes the flat that you have bought and has a plan showing the flat plus any garden, garage or shed. It also shows the building containing the flat and the estate it is on.

Mosaic Homes is responsible for the upkeep, maintenance, repair and improvement of the building as a whole and the estate; you are responsible for paying your share of these costs through your service charge.

It is important that you understand your lease and the conditions in it. Breaking the conditions could have serious consequences. You should read your lease carefully and get advice from a solicitor or the Citizens Advice Bureau if there is anything you are unclear about.

As a legal document, your lease uses legal terms. The main ones are:

<b>Assignment</b>	This is the term used when you sell your flat, as you sell on (or 'assign') the remaining years on your lease. The new leaseholder is the assignee.
<b>Common parts</b>	The parts of the building or estate that can be used by all the residents e.g. stairs, lifts, paths, communal gardens, etc.
<b>Covenant</b>	A covenant is a condition or rule in your lease.
<b>Demised premises</b>	This is the flat that you have bought.
<b>Fixtures</b>	You are responsible for fixtures and fittings in your flat. This includes kitchen units, the bathroom suite, light fittings and any central heating system.
<b>Forfeiture</b>	If you breach any of the conditions of your lease Mosaic Homes, as freeholder, can apply to court to repossess your home.
<b>Freehold</b>	Absolute ownership of property and the land on which it stands. Mosaic Homes is your freeholder.
<b>Ground rent</b>	This is a small annual fixed sum that the leaseholder pays to the freeholder in recognition of the legal contract between them and for using the land your home is built on.

<b>Improvement</b>	Installing something new or making a change to a flat or block, or estate.
<b>Lease</b>	The lease is a contract that explains Mosaic Homes' responsibility to you and your responsibility to Mosaic Homes.
<b>Leasehold</b>	Ownership of a property for a set period of time.
<b>Service charge</b>	This is a payment made by a leaseholder to a freeholder in return for services the freeholder provides.
<b>Subletting</b>	This is where you rent out part or all of your home. Your lease will say if you are or are not allowed to do this. Your mortgage conditions might ban you from doing this.
<b>Lessee</b>	The leaseholder; also called the tenant in some legal documents.
<b>Landlord</b>	Mosaic Homes; also referred to as the freeholder.
<b>Building</b>	The building that contains your flat, as shown on the plan attached to your lease.
<b>Estate</b>	The estate includes your flat and building, as well as other land and buildings. The boundary of the estate is shown on the plan attached to your lease.

## The conditions of your lease

Your lease details the responsibilities (or conditions) you have as the leaseholder and that Mosaic Homes has as the freeholder. Some of the most important conditions are set out below:

### Your responsibilities

- To pay the ground rent and service charges (which includes the costs of major works) as required.
- Only to use your flat as a private home.
- To keep the interior of your flat plus fixtures and fittings in good condition and repair.
- Not to cause nuisance or annoyance to neighbours.
- Not to make any structural alterations or extensions without getting Mosaic Homes' permission.
- To allow access for any inspections, repairs or work required to the building and your home.

### Ground rent

You have to pay rent, a fixed amount, that is stated in your lease, for the use of the land on which your building stands. You will be billed for this amount each year.

### Service charge

Service charges are your contributions to our costs for managing, maintaining, repairing, insuring and providing services to the estate and building that includes your flat.

Major works service charges are for more expensive works that take place occasionally, or every few years, such as window or roof renewal, or redecoration of the exterior of the building and internal common parts.

Annual service charges are costs that you pay every year for regular works and services to your estate and block. They can include a number of different types of cost. We

show them on your service charge bills. The services you receive and the charges we make depend on where you live.

### Mosaic Homes' responsibilities

- To insure the building, but not the contents of your flat.
- To keep the structure and exterior of the building and your home in good repair.
- To maintain and repair all the communal parts of the building and estate.

Please remember that while we are responsible for arranging and carrying out repairs, upkeep and management of your building and estate, you are responsible for paying your share of the costs through your service charge. You should not undertake any repairs or maintenance to the areas for which we are responsible. Please contact us if you think any work is needed.

### Your rights as a leaseholder

As well as responsibilities, you have rights which are included in the lease. Some of your most important rights are:

- To live in your home without being disturbed by Mosaic Homes as long as you pay all the charges you are responsible for under the lease and do not break any of the other conditions of your lease.
- To use the shared parts of the building and communal parts of the estate such as communal gardens and, in some cases, car parking areas.
- To have access to a supply of water, electricity, etc., for your flat.

There is more information about repairs in section 4 of this handbook.

### **Explaining your service charges**

The law says that Mosaic Homes must make sure that service charges and estimates are reasonable. The services or works carried out must also be done to a reasonable standard.

### **Summary of service charge costs**

You have the right to a summary of the service charge costs of which you are paying a share. Mosaic Homes provides this summary every year, when details of the actual service charges for the previous year are issued.

### **Inspecting invoices and receipts**

After you have received the summary, you can ask to see all the invoices or receipts that make up the service charges. You cannot be charged for looking at these but a reasonable charge can be made if you want photocopies.

### **Carrying out an independent management audit**

Leaseholders have the right to carry out an independent management audit. This means that leaseholders appoint a qualified person to examine whether Mosaic is managing your homes properly. The cost of employing an auditor is paid for by the leaseholders employing him or her.

This right applies where there are two or more leaseholders in a building and more than two thirds of those leaseholders agree to carrying out and paying for the audit.

## Mosaic Homes' rights

We also have rights under the lease. Some of these rights are:

- To gain access to your home to carry out inspections or repairs.
- To collect ground rent and make service charges to cover your share of the costs of the repair, upkeep and management of your building and estate.

## Breaking a condition of your lease

If you break a condition of your lease we can take legal action against you. In very serious situations we can ask the courts to make an order for forfeiture, which means your lease will be ended and your home could be repossessed.

## Passing on your lease if you die

Your lease will pass to the person(s) you have named in your will. If you have no will,

under the Administration of Estates Act 1925, the court will decide who in your family will inherit your lease. If you have no family and leave no will, your lease will go to the Crown (the government).

## How to extend your lease

If you want to continue to live in the property beyond the years left in your current lease, you must buy a lease extension.

If you want to sell on your lease before it expires, it may be less attractive to prospective purchasers if the remaining lease is less than about 70 years. So you may wish to buy a lease extension before you put your home up for sale.

Although the length of a lease can affect the value of a property, when properties are valued for lease extensions, the law says that there is little difference to the value if a lease has more than 80 years still to run.

A valuation for the cost of a lease extension must be carried out by an independent valuer who is a fully qualified member of the Royal Institute of Chartered Surveyors (RICS). The RICS has very strict standards by which valuers work and a RICS valuer will always give an impartial value of the lease extension. They will not favour either the landlord or the leaseholder when they make their valuation.

Any improvements you have made to your flat that might have increased its value will not be taken into account in the cost of the lease extension.

In addition to the cost of the lease extension, Mosaic will charge you for any valuer's fees that we pay, as well as our solicitor's fees. You will also have to employ and pay for your own solicitor.

## Building insurance

Mosaic Homes insures the building where you live because your lease says we are responsible for the structure of the building. **This insurance does not cover the contents of your home.**

We have an insurance policy with Zurich Municipal (Zurich Insurance Co). Your annual service charge includes an amount for insurance.

Cover includes damage to the building caused by:

Fire, lightning, explosion, aircraft, riot, civil commotion, malicious persons, earthquake, storm, flood, escape of water, impact, collapse of aerials, falling trees, leakage of oil, theft, accidental damage, and subsidence.

The policy does not cover repairs to the building unless they are caused by one of the risks listed above.



We will make a claim on behalf of residents if the damage is to the structure of the building or the communal areas. If damage is caused to your home by one of the risks above (for example if a roof leak causes damage to the plaster on the walls of your flat) you may be able to claim under this insurance policy.

For every claim that is made under the buildings insurance, you will have to pay an excess of £100 (or, in cases of subsidence, £1,000). This means that you will pay the first £100, and the rest will be paid by the insurers, if your claim is agreed by them.

Our insurance section should be notified of any incident as soon as possible.

If the incident seems to be covered by the buildings insurance, you will be given a property claim form to complete and return directly to Zurich Municipal for them to assess.

## Insuring your belongings

We are not responsible for insuring your belongings or any fixtures (including decorations and carpets) that you may have in your home.

If you do not take out home contents insurance, and you are unlucky enough to suffer a fire, flood or theft, you will have to replace your belongings at your own expense.

The same applies if there is any claim against you. For example, if you accidentally damage your neighbours' property or belongings, you will have to arrange to reimburse them. If you have what is usually known as a comprehensive householder's insurance policy, you should be covered against such liabilities, as well as the main risks of fire, burglary and water damage to your possessions.

### **Flood damage**

We are not responsible for the actions of our residents. For example, if your neighbour has fitted a washing machine and it causes a flood it will be up to you to persuade them to pay for the damage to your belongings, unless you have home contents insurance, in which case your insurers should pay.

If you flood your neighbour the situation would be the same. Your neighbour would need to claim against you. If you have home contents insurance then your insurers should deal with the claim being made against you.

If neither you nor your neighbour has home contents insurance it will be up to you both to reach an amicable agreement. If this is not successful, seek further advice from your local Citizens Advice or local law centre.

Finally, if you do have contents insurance make sure that you keep the amount for which you are insured up to date. Remember inflation and keep a note of new purchases as years go by.

## Your rent and service charges

### What is included in your service charge

- Management charge: this is a contribution to our costs in managing estates and the cost of services to leaseholders, including:
    - Local housing management, inspections, repairs, and dealing with nuisance.
    - Meetings with residents.
    - Maintaining records of leaseholders.
    - Calculating estimated service charges.
    - Billing service charges and ground rent.
    - Collecting payments.
    - Arranging buildings insurance and making claims for the structure and communal areas.
    - Providing newsletters and handbooks.
    - Responding to enquiries.
- Please note that there is a separate administration and management charge for major works, which is only charged to leaseholders who benefit from those works.
- Block repairs: day-to-day repairs to the exterior or communal areas of your building.
  - Estate repairs: repair and maintenance of the external areas of your estate, including estate lighting, boundary walls, paths and any playground equipment.
  - Caretaking services: if you have a caretaker, this covers the cost of inspecting the estate and building where you live, reporting defects, cleaning, litter picking, moving rubbish bins and carrying out bulk refuse collections. The charge also includes travel time, materials, uniforms and monitoring.
  - Communal electricity: lighting common parts, power for equipment such as door entry systems, aerial boosters, external security lights, lifts and heating.
  - Communal TV aerial: keeping a communal television aerial in working order. You have to pay even if you chose not to make use of it.

- Concierge: if you have a concierge service the cost will take account of the hours when the service is available to your block and to the estate and also whether there is a concierge office in your building or nearby.
- Communal heating: fuel, repairs, maintenance and other costs for providing heating and/or hot water to all properties on a communal heating system.
- Communal heating administration: a contribution to the staffing costs and overheads for heating engineers and staff.
- Door entry system: maintaining your door entry system, including any visits under a planned maintenance contract.
- Dry riser: planned maintenance inspections and repairs to dry risers, which are part of the fire-fighting system.
- Grounds maintenance: works to the grassed or planted areas around your block or estate that are not private gardens. This includes mowing grass, weeding, pruning shrubs and other plants and re-planting where necessary. Also weed-killing on paths, playgrounds, etc. Most work is part of an annual maintenance contract, but there may be orders for unusual or additional works not covered by the contract.
- Lift maintenance: repairing and maintaining any lift(s) in your building, including inspections under a planned maintenance contract.
- Ventilation: cost of any planned maintenance contract and other works to maintain extractor fans for internal bathrooms.
- Water booster: cost of the planned maintenance contract and other works to pump water to the top of tower blocks.

## How service charges are calculated

### The service charge year

The service charge year is a financial year, which runs from 1st April to 31st March the following year.

### Estimated service charges

- Before the beginning of each financial year we estimate the costs for providing works and services to your building and estate during the coming year.
- We usually base the estimates on costs in previous years, plus an amount for inflation.
- We send you details of the contribution you have to pay.

### Actual service charges

- We cannot work these out until a financial year has ended.
- We use records and information about services to work out how much was spent on your building and estate.

- Within 6 months of the end of the financial year, our accounts are audited by independent auditors and a statement of actual expenditure is produced. We will send this to you by 30th September each year.
- The statement will include details of the actual costs and tell you the difference between this actual cost and the estimated charges we sent you at the start of the financial year.
- We put the difference onto your service charge account. If there is an additional charge, you should pay it when you receive the details.

## Service charge disputes

If you do not agree with part or all of your service charges, please contact the Leasehold Manager in the first instance and explain what is wrong. They will investigate and amend your charges if they agree with you. Very often disputes can be resolved without going through a formal process.

If you do not feel your query has been resolved, you can make a complaint. Our complaints procedure is described in section 1 of this handbook.

## How to pay your rent and service charges

You can pay your rent or service charges by visiting any community outlets displaying the logos below.



**Please make sure your property reference number is quoted on all your payments.**

If you wish to pay by Direct Debit or Standing Order, please contact us and we will send you forms to fill in.

If you wish to pay online, go to [www.allpayments.net](http://www.allpayments.net) - our preferred internet payment facility.

## When to pay your service charges

You should start paying your estimated service charges in April of each year.

Service charges must be paid in advance on the first of each month. We will send statements to you each month.

## When to pay your rent

Shared ownership leases tell you that you have to pay your rent monthly in advance on the first day of each month.

We send details of your rent and service charges on the same statement. This tells you the total monthly charge that you must pay.

## How we calculate shared owners' rent

Shared owners must pay rent on the proportion of their home that they do not own.

Your lease mentions 'specified rent' – this relates to the part of your home you have not purchased. We calculate the specified rent so that it covers the repayment of the loans we had to take out in order to build your home; we take into account the sales income from the amount you paid to buy your share.

Each time you buy a further share of your home (when you staircase) the amount you have to pay in rent will go down accordingly.

## Rent Increases

Your rent increases each year on 1st April, in line with inflation, plus a further 0.5%. The measure we use for inflation is the General Index for Retail Prices (commonly known as the RPI).

We will send you written notification of any increase in your rent.

## What happens if you get behind with your service charges or rent

Without regular and prompt payments from leaseholders Mosaic Homes may not be able to provide services and carry out our obligations as a landlord.

We will monitor your payments and we will begin immediate action if amounts are not paid regularly or fully.

If you get into rent or service charge arrears, you must

discuss with us how you will pay the debt. If you do not, we will take action to get the debt paid – this could mean:

- We may contact your mortgage lender to ask them to pay off your arrears. If they do this, they will add your service charge/rent debt to your mortgage and you will end up paying a lot of interest on it.
- We will take legal action against you if you fail to clear your arrears. We may take our case to a Leasehold Valuation Tribunal or to the County Court. If you end up with a County Court Judgement against you, you could have difficulty in getting other loans, or credit.

If you start to get into difficulties paying your rent or services charges, talk to the Leasehold Manager straight away so that you can agree a plan of action.



## Getting help if you get into debt

Our rents team can help shared owners with simple Housing Benefit claims. They are able to estimate how much you may have to pay towards your rent while you are waiting for a claim for Housing Benefit to be processed.

If you need more specialist advice or your case is complex you should contact:

- Citizens' Advice Bureau on 0870 126 4013.
- or
- National Debt Line freephone number 0808 808 4000.

## Repairs, maintenance & cyclical works

### Sinking funds

Most Leaseholders have a sinking fund incorporated into their service charge. A sinking fund is like a savings account for cyclical and major repairs. Paying into a sinking fund is good preparation for a time when you will have to contribute towards the cost of these works. The money in a sinking fund is held by Mosaic Homes on behalf of your home. You cannot get the money back if you move as it must be kept for a time when it needs to be spent on your block.

We calculate your sinking fund by estimating the total costs of cyclical works. We then spread that over a 5-6 year period to work out what you need to pay each year. We include the payments you must make to your sinking fund in your estimated service charges. The sinking fund is not guaranteed to cover all major works costs and if there is a shortfall you will be sent an invoice for any additional costs.

### Repairs

As a leaseholder you are responsible for all repairs inside your flat. Mosaic Homes as a landlord is responsible for maintaining the structure of your building and any common areas, with you as leaseholder paying a contribution for your share of these costs.

The exact responsibilities for repairs may vary according to the type of home in which you live and the contents of your lease. The list on the next 2 pages covers the most common repair and maintenance items that you are responsible for. If you need a repair you should check this guide or your lease, to see who is responsible for it before contacting us.

## Your repairs responsibility

### Front door to flat

- Door
- Door handles and locks
- Lost keys

### Internal doors in flat

### Windows to flat

- Window panes
- Window handles and locks

### Heating

- Room heaters
- Sweeping chimneys
- Fireplaces
- Central heating

### Electrical

- Faults within the flat
- Power sockets
- Immersion heater
- Fuses
- Extractor fans
- Light fittings, switches, bulbs

### Plumbing

- Burst pipe within the flat
- Taps and tap washers
- Stopcocks, ball valves

- Bath, basin, kitchen sink
- Blocked waste pipes
- Hot and cold water tanks within the flat

### Balconies

- Unblocking gulleys (drains)
- Pigeon infestation (but if this is a communal infestation, Mosaic Homes is responsible)

### Drains

- Blockages within the flat

### Gas

- Gas leaks within the flat
- Cooker
- Gas fires
- Gas servicing

### Walls and ceilings

- Internal walls
- Internal plaster
- Ceilings

### Floors within the flat

- Floorboards
- Skirting boards
- Concrete screeding
- Floor coverings – tiles, carpets, etc.

## Decorations

Internal decorations

## Pests

Insect/rodent infestation (but if this is a communal infestation, Mosaic Homes is responsible)

## Mosaic Homes' repairs responsibility

We are responsible for some repairs and maintenance to your home. In general, these are:

### Structure and outside

Drains, gutters and external pipes  
The roof  
Outside walls, window frames, including painting and decorating

### Communal parts

Common entrances, halls, stairways and passage ways  
Lifts, rubbish chutes and lighting  
Communal gardens in a block of flats

## Our contractors

All our repairs are carried out by independent contractors. They are bound by a code of conduct, which means they must:

- keep to agreed appointments or tell you straightaway if this is not possible;
- show identification;
- be polite;
- take care not to damage your property;
- ask your permission before using your electricity supply or telephone; and
- clear up before leaving.

## Reporting repairs

### **In London:**

Please report any structural or communal repairs to our repairs control centre on Telephone: 0800 389 4543 (freephone), or Email: [mearsmosaic@mearsgroup.co.uk](mailto:mearsmosaic@mearsgroup.co.uk)

The control centre is open for phone calls from 8.00am to 7.00pm on weekdays.

Calls outside these hours are transferred free of charge to our central repairs control team.

### **In Essex:**

Please report any structural or communal repairs by telephoning: 01268 498500

## Cyclical and major works

Mosaic Homes is responsible for the upkeep, maintenance, repair and improvement of your building and estate as a whole, but as a leaseholder you are responsible for paying your share of these costs through your service charge.

Major works are large items of expenditure on your block or estate, sometimes programmed several years in advance.

We carry out regular maintenance to all our estates, but every building needs major works at some time during its life. This can include renewing parts of the building such as the roof, installing new facilities such as entryphones, or carrying out improvements to bring your estate up to modern day standards. We also use the term major works to include external decorations and associated repairs which are carried out on a cyclical basis.

Cyclical works are works that we have to do on a regular basis, such as decorating the outside or the communal areas of a block, or clearing gutters.

## Consultation about major works

When we believe that major works will cost you or other leaseholders more than £250 we have to consult you in order to charge you your share of the full cost. This is additional to any other consultation carried out with residents. The procedure we must follow, and the information we give you, is set out in law.

We are committed to consulting all residents, including leaseholders, at all stages of a major works project. The type of consultation will depend on the works we are planning to do. For example, if we are planning a lot of work with major changes that affect you, we will organise more meetings and give you more information than

if we are doing regular external decorations to your building.

Where work is going to cost more than £250 per leasehold flat, you have a legal right to be consulted about it before the work begins (under Section 151 of the Commonhold & Leasehold Reform Act 2002). You will receive a 'Notice of Intention' which you can respond to within 30 days. You can comment on the scope of the works and/or nominate a contractor to do the work in some circumstances.

Following this if we still propose to continue with the work, we will send a 'Notice of Estimate' containing details of the work and the estimated costs. You will then have a further 30 days to give us your comments. We will look carefully at what you say and will have regard to your views, but you cannot refuse permission for the works to go ahead simply because you cannot afford them, or do not wish to contribute to the

cost. You can comment on if you think the works are necessary or reasonable. We have a responsibility under the lease to repair and maintain the building and will only suggest works that we think are needed.

A residents association that complies with the Landlord and Tenant Act 1985 also has the right to be consulted about the specification for the works and in some circumstances to be asked for the names of any contractors they would like to be put on the tender list for the work. We will try to include any suggested contractors as long as they meet all the conditions we set for contractors. The residents association will also be given details of the estimates at the same time as individual leaseholders.

Similar, but different rules apply for works under a long-term agreement, such as a lift maintenance contract over several years, or where work is urgent.

## Long-term maintenance contracts

Mosaic Homes may select contractors to carry out maintenance work to our properties on long-term contracts for communal and individual heating systems and door entry systems. These will be long-term agreements and will avoid the need to obtain estimates for individual jobs of work.

You will still have to contribute to a share of the costs of works carried out to your block. If works will cost more than £100 for any one leaseholder, we are required by law to consult with all leaseholders who are affected. We will describe the work and the estimated cost and offer an opportunity for you to comment.

## New homes – guarantees/snagging

If you live in a newly built home, it will be covered under a guarantee for the first year or more. When you move in we will give you details about this.

During the first year, you should report any defects you find immediately, so that we can arrange for them to be repaired by the builder. If you do this, it will help to keep your service charges to a minimum. Some of the less urgent defects may be dealt with by the builder in one go at the end of the first year.

## Making your own improvements or alterations

Under the terms of your lease you can only carry out alterations or additions to your home if you get written permission from us. Your lease may describe work that will not be allowed even if you ask for permission, so you should always check your lease first.

You will need to write and let us know what alterations or additions you would like to undertake. You must not start work before we give you permission. If you do, you might be required under your lease to put your property back into its original condition.

We will look carefully at your request. We may need to come and visit you to discuss your proposals. If this is needed a surveyor will make an appointment with you. We may make a charge for this service.



We will only refuse permission in certain cases, such as for safety reasons, or where you want to alter something that is our responsibility to look after.

If we give you permission to make alterations, you must arrange for Planning Permission (if necessary) and Building Regulations approval. You must inform us when works are complete so we can inspect it. You should also remember that you will be responsible for any maintenance or servicing of anything you do to your home.

For further information, or to request permission to make alterations to your home, please contact the Leasehold Manager.

## Estate Management

### Anti-social behaviour

Under the terms of your lease, you must not:

- Cause any anti-social behaviour, harassment or domestic violence or allow your family or visitors to do this
- Cause nuisance or annoyance to others by making loud noise, particularly between 11.00pm and 8.00am

If you do, we will take action against you.

Our approach to dealing with anti-social behaviour is to:

- investigate all complaints
- support the right of residents to live in peace and quiet in their own homes as long as they do not interfere in the peace and quiet of others
- work with residents and other agencies to take action to stop anti-social behaviour and harassment of any kind
- respond to complaints of anti-

social behaviour and harassment quickly and in an efficient, sensitive and consistent manner

- offer support and, where possible, take action against those responsible

We encourage residents to attempt to resolve problems themselves, and offer advice, information and mediation.

We ensure that complainants are regularly updated on what is happening as good communication will help towards a successful outcome.

## Sharing communal areas

Your lease has a plan attached to it that shows any communal area that you can use.

We will redecorate communal areas as part of our cyclical decorations programme. This is normally every five years.

Generally, you and your neighbours must keep common areas clean and tidy. The best thing to do is to agree a rota between you so that each neighbour does his or her fair share.

It is also very important that these areas are not used to store any of your personal goods or belongings, especially anything that may cause an obstruction or be a potential fire hazard.

If there are problems with the way another resident is using communal areas or is not keeping them clean, talk to them and try to persuade them to behave responsibly. If there

is still a problem, contact your local Mosaic Homes office.

In some of our larger blocks of flats we will clean and look after shared communal areas, such as halls, stairs, corridors, lifts, private roads and gardens. We will make a service charge for this, and will always consult with residents before introducing a new service.

If there is a road, parking area, or grassed area belonging to us, we are responsible for cleaning, repairing and, when necessary, renewing all these areas (the only exception is if the road is part of the public highway) and we will make a service charge for this.

## Parking

There are different rules for parking on each estate. There are signs on estates that say if parking controls exist.

Usually, you can only park in a space that has been allocated to you and you must display a valid parking permit. Contact the leasehold manager to find out how to get a permit.

Sometimes, marked out parking spaces are allocated to specific residents or properties. If you do have one solely for your use you will rent it separately or own it as part of your lease. Check your lease or contact your local office if you are not sure.

You are not allowed to park an unroadworthy or untaxed vehicle on Mosaic Homes' estates, park a car without a valid parking permit, or park in a restricted area; your car could be clamped. A charge will be made to remove the clamp.

If your car has been clamped, check the signs on display on the estate for details of who to contact to get it released.

If you know of any cars that have been dumped or are being repaired on your estate, contact your local office with details. We will try to remove any abandoned or dangerous vehicles and stop any car repairs. We may need to take legal action against owners before vehicles can be removed.

Any vehicles that seem to be abandoned will be removed and the owners will be charged for the removal and any other costs of doing this.

We have some garages; if you want to rent one ask at your local office. If there are none vacant you can go on a waiting list.

## Vermin

If we need to deal with any rats, mice, cockroaches, or other pests on your estate or in your block we will make a service charge for the work. You can help to avoid this by disposing of your rubbish carefully and not leaving any food out for birds, etc.

It is your responsibility to control and eradicate all pests in your own home.

## How to dispose of your rubbish

It is your responsibility to dispose of your day-to-day rubbish properly using the bins provided.

You should wrap your rubbish carefully so it is not spilt.

If you have large household items to dispose of you should contact your local council who will give you details of their refuse service.

## Shared ownership explained

Shared Ownership is an affordable way for you to get on the property ladder.

Shared Ownership is when you buy a share of your home, and continue to pay rent on the remainder of it. So, you have to make mortgage payments and rent payments every month. You can buy a larger share of your home as and when you can afford it - this is known as "staircasing".

### Staircasing – buying more of your home

When you want to buy a further share of your home you can talk to us about how much more you can buy. Until you own 100% of your home you will have to pay rent on the part you do not own.

The detailed procedure for staircasing is set out in detail in your lease, but the basic procedure is:

Your home needs to be valued and you have to pay for this in advance. This is because we have to pay the valuer whether or not you go ahead with buying a further share.

In 2005, the cost of a valuation was **£200.00**, but you can call us to check the cost before you write to us. You should then write to us saying you want to buy a further share in your home, and enclose a cheque made payable to 'Mosaic Homes' for the cost of the

valuation. Within 14 days we will arrange for a valuer to assess the current market value of your home.

The valuer will contact you to make an appointment to view your property.

The valuation will **disregard**:

- Your mortgage
- Any improvements you have made to your home

Once the valuation has been done, you will be sent a copy. If you then wish to buy the further share of your home, you must instruct a solicitor to act on your behalf and write to us to confirm the staircasing and tell us who your solicitor is.

### **What happens next**

You will need to arrange finance to buy the further share (possibly by increasing your mortgage) – your solicitor will give you full details of what you need to do and when.

When the staircasing is complete you will still have to pay rent on the part you do not own, but this will be less and we will send you details at the time.

## Selling your shared ownership property

Selling a shared ownership home is different from selling a home that you own completely. In this section, we set out the basic process, but do contact the Leasehold Manager for further details when you want to sell.

Your home needs to be valued and you have to pay for this in advance. This is because we have to pay the valuer whether or not you go ahead with buying a further share.

In 2005, the cost of a valuation was **£200.00**, but you can call us to check the cost before you write to us. You should then write to us saying you want to buy a further share in your home, and enclose a cheque made payable to 'Mosaic Homes' for the cost of the valuation. Within 14 days we will arrange for a valuer to assess the current market value of your home.

The valuer will contact you to make an appointment to view

your property. When the valuer's report has been received we will ask you to confirm whether or not you wish to proceed.

The valuation will be of the open market value of the property with vacant possession at the date you told us you wish to sell. The valuation will remain valid for three months. If your home is not sold within this time a further valuation may be required. Normally this will only be necessary where property prices are rising or falling very quickly.

You must first offer your home for sale via '**Your Homefinder**'. This is a government supported agency for shared ownership and they will nominate a suitable purchaser.

Mosaic Homes will send details of your property and valuation to **Your Homefinder** who will contact you to arrange appointments for purchasers to view your home, although



potential purchasers may contact you direct to arrange to view your home.

When you accept an offer you must confirm this in writing to **Your Homefinder**.

Your lease will say how long **Your Homefinder** has to find a suitable buyer. This will be one or two months.

When you have found a suitable purchaser **Your Homefinder** will act as our agent in the sale and will instruct our solicitors on our behalf. You must arrange to have your own solicitor and tell **Your Homefinder** who they are.

On completion of the sale you will have to pay the legal costs of our Solicitors and any other fees to **Your Homefinder** as well as your own solicitors fees, your removal costs and fees for any home that you are buying and moving to. You may also have to pay a fee to your mortgage company.

If **Your Homefinder** cannot find a suitable buyer you can sell your property on the open market to a private buyer. To do this, you will need to decide if you want to:

- Find a buyer who wants to buy your part and rent the other part from us; or
- First staircase to 100% (i.e. buy the rest of your home) and then sell all of it. Your solicitor will be able to arrange to do this at the same time as selling to avoid borrowing money for the staircasing as well as for your new home.

## Useful contact numbers

### In Hackney

**Hackney Council** – main  
switchboard  
020 8356 5000

**Housing & Council Tax Benefit**  
020 8356 3399

**Council Tax enquiries**  
020 8356 3154

**Waste Helpline**  
020 8356 6688

**Noise Nuisance**  
020 8985 7711  
Weekend cover is:  
6.30pm Thurs - 2am Fri  
9pm Fri - 5am Sat  
9pm Sat - 5am Sun  
6.30pm Sun - 2am Mon  
(Leave a message and someone  
will respond)

**Pest Control**  
020 8356 6688  
(For pests inside your home)

**Residents Parking**  
020 8356 8877

### In Islington

**Islington Council** – main  
switchboard  
020 7527 2000

**Council Tax**  
020 7527 2633

**Housing Benefit**  
020 7527 4990

**Removal of vehicles**  
020 7527 4814

**Noise Nuisance**  
020 7527 3229  
Sunday to Thursday, 8pm until  
2am  
Friday and Saturday, 10pm until  
4am

**Pest Control**  
020 7527 3190  
(For pests inside your home)

**Residents Parking**  
020 7527 1338  
(Residents parking permits are  
available for all the Controlled  
Parking Zones (CPZs))

## Job Centres

### In Hackney

Mare Street Job Centre  
271 Mare Street  
London E8 1EE  
Tel: 020 8218 8100

### In Islington

Islington Job Centre  
4 Upper Street  
London N1 0MW  
Tel: 020 7301 8788

## Doctors

### In Hackney

Find-a-Doc Service  
Tel: 020 7683 4645

### In Islington

Find-a-Doc Service  
Tel: 020 7655 6688

## For Hackney and Islington

### **Gas** Leaks and Emergencies:

Transco  
0800 111 999

### **Water**

Thames Water Utilities Ltd  
PO Box 436  
Swindon SN38 1TU

### **Power** Companies

Help on choosing a utility company – gas and electricity  
[www.energywatch.org.uk](http://www.energywatch.org.uk)

## In Basildon

### Basildon Council

- main switchboard

01268 533333

### Housing & Council Tax Benefit

01268 294575

### Noise Nuisance & Pest Control

01268 294280

## In Thurrock

**Thurrock Council** – main  
switchboard

01375 652880

### Housing Benefit

01375 652950

### Council Tax

01375 652875

### Noise Nuisance & Pest Control

01375 652955

## Job Centres

### In Basildon

Regent House

The Gore

Basildon

SS14 2EE

Tel: 01268 365400

### In Thurrock

2 Derby Road

Grays

Essex

RM17 6QQ

Tel: 01375 815000

## For Basildon and Thurrock

### **Gas** Leaks and Emergencies:

Transco  
0800 111 999

### **Water**

Essex & Suffolk Water  
Hall Street  
Chelmsford  
Essex CM2 0HH  
0845 782 0999

### **Power** Companies

Help on choosing a utility company – gas and electricity  
[www.energywatch.org.uk](http://www.energywatch.org.uk)

Our Leasehold Manager is responsible for dealing with all shared ownership enquiries. You can contact them on 020 7877 6000.

For other enquiries your first point of contact should be with your local office or with our repairs control centre. Most of the time the person you first speak to will be able to help you. If they cannot they will put you in touch with someone who can.

