

Dover District Council

Leasehold Management Policy



February 2024

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1. Introduction

- 1.1 Dover District Council (“the Council”) is committed to meeting our responsibilities towards leaseholders under the terms of their lease agreements and providing them with high quality management and maintenance services, whilst demonstrating value for money.
- 1.2 We currently have a total of 462 leasehold properties in our housing stock, which includes properties sold to eligible tenants through the Right to Buy (RtB) scheme, and properties sold to residents through the Shared Ownership scheme which forms part of the Government’s Affordable Homes Programme 2021-2026. As a result, it is likely that the number of leasehold properties the Council manages will increase over time.
- 1.3 Therefore we recognise the importance of producing and establishing a general Leasehold Management Policy to set out the aims, responsibilities and obligations relating to the management of leasehold properties and providing the same consistent standard of customer care and service delivery to leaseholders as we provide to our tenants.

2. Policy purpose and scope

- 2.1 This policy explains how the Council will meet its statutory duties and responsibilities to leaseholders under the terms of their lease agreements, and to provide them with a good standard of customer care and service in the management and maintenance of their homes, including information explaining service charges, and the rights and responsibilities of leaseholders.
- 2.2 The content of this policy refers to leasehold properties partly owned and / or managed by the Council. It does not take precedence over any leasehold property owned or managed by a developer and / or a Registered Provider (Housing Association), or any other local authority.

3. Policy aims

- 3.1 The aims of this policy are as follows:
 1. To set out the responsibilities and obligations of the Council and the leaseholder in accordance with the lease agreement and relevant legislation.
 2. To ensure that we meet our responsibilities as the freeholder as contained in the lease agreement between us and the leaseholder.
 3. Ensure that leaseholders adhere to the provisions and covenants within the lease agreement, and where there are breaches, how we will take appropriate action to enforce them.
 4. To set out a broad framework under which we will provide an efficient, customer focused leasehold management service that offers value for money.
- 3.2 This policy provides information for leaseholders and staff involved in delivering services to leaseholders. This includes, housing services, leasehold services, asset management and property services.

4. Related documents and legislation

- 4.1 This policy should be read in conjunction with individual lease agreements issued at point of sale. Leases may vary and leaseholders should therefore refer to their individual lease agreement for the legal position regarding their own and the Council's obligations.
- 4.2 This policy has been written to take account of the Council's obligations with regards to current legislation and regulations, and other corporate policies and strategies. In particular:

Internal documents:

- Shared Ownership Policy
 - Shared Ownership Marketing and Sales Procedure
 - Shared Ownership Resales Procedure
 - Shared Ownership Staircasing Procedure
- [Corporate Plan 2020-2024](#)
- [Complaints Policy](#)
- Defects Rectification Procedure

Legislation:

- Housing Act 1985, 1996 & 2004
- Landlord and Tenant Act 1985
- Environmental Protection Act 1990
- Housing (Service Charge Loans) regulations 1992
- Human Rights Act 1998
- Commonhold and Leasehold Reform Act 2002
- Regulatory Reform (Fire Safety) Order 2005
- Equality Act 2010
- ASB, Crime and Policing Act 2014
- Data Protection Act 2018
- The Housing (Shared Ownership Leases) (Exclusion from Leasehold Reform Act 1967 and Rent Act 1977) (England) Regulations 2021
- Leasehold (Ground Rent) Reform Act 2022
- Fire Safety Act 2022.

Other applicable documents:

- Individual lease agreements
- [Right to Buy: A guide for local authorities](#)
- [Capital Funding Guide](#)
- [Shared ownership homes: buying, improving and selling](#)



5. Definitions

5.1 For the purposes of this policy:

'We', 'our' and 'us' refers to Dover District Council.

'The property' refers to a leasehold or shared ownership property, whether a flat, maisonette or house, including any outside areas that form part of the property such as gardens, patios, balconies.

A 'freeholder' is a person or organisation who owns the freehold to a piece of land or property. In this case, the 'freeholder' is the Council.

A 'leaseholder' is an individual who has purchased a property under a long-term lease as part of a block of flats, maisonettes or is partly owned by the Council through the Shared Ownership scheme.

'Rent' relates to the amount payable by the leaseholder on the unsold share of a shared ownership property.

'Service charges' are defined under Section 18 of the Landlord and Tenancy Act 1985 as 'an amount payable by a tenant of a dwelling as part of or in addition to the rent (a) which is payable directly or indirectly for services, repairs, maintenance, improvements or insurance or the landlord's costs of the management and (b) the whole part of which varies or may vary according to the relevant costs'.

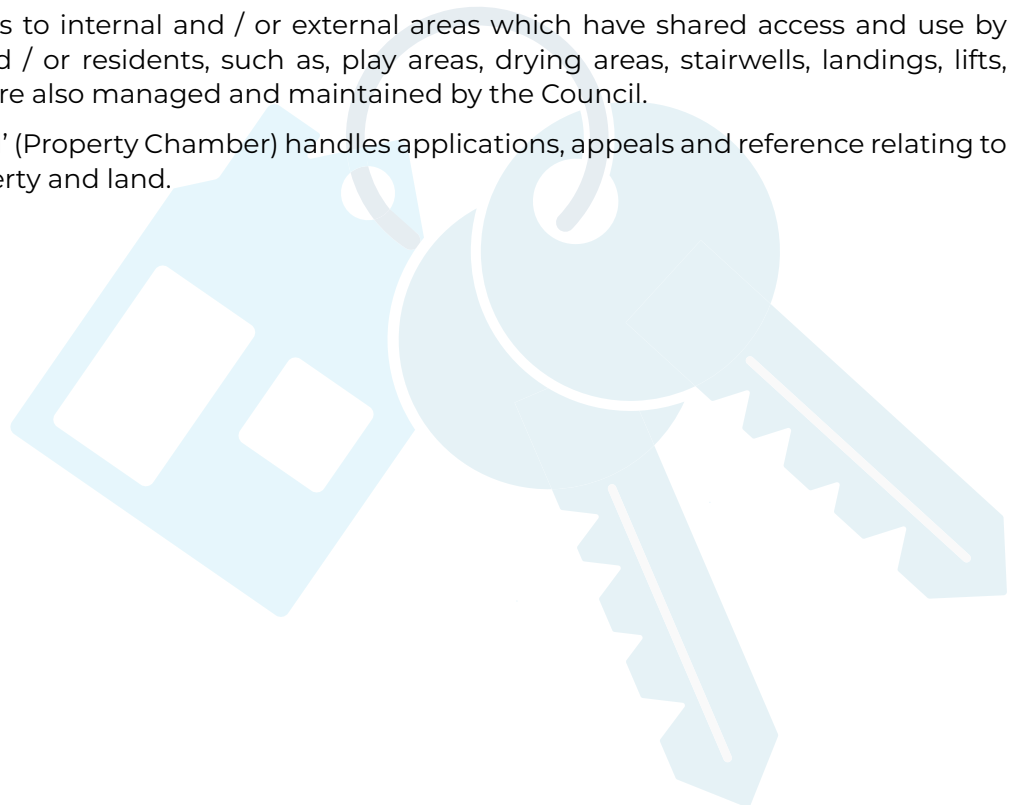
'Major work' refers to cyclical works to the structure or fabric of the building, that may include external painting or re-roofing, where the lease allows a recharge to be made to the leaseholder to recover the costs of the work.

'Ground rent' is a standard charge and is payment for the rent of the land on which the building is situated.

A 'lease' is a legal and binding contract between the Council and the leaseholder which outlines the rights and duties of both parties. The terms of the lease have been established in accordance with legislative requirements and cannot be altered without the express agreement and permission of the Council, the leaseholder(s) and where applicable the mortgagee.

'Shared areas' refers to internal and / or external areas which have shared access and use by all leaseholders and / or residents, such as, play areas, drying areas, stairwells, landings, lifts, corridors etc. that are also managed and maintained by the Council.

A 'First-Tier Tribunal' (Property Chamber) handles applications, appeals and reference relating to disputes over property and land.



6. Policy statements

Leasehold management

- 6.1 In general, the Homeownership Officer and Accountancy oversee the general management of all Council leasehold properties, with support from other service areas including Housing Services, Property Services, Strategic Housing and the Council's Legal team.
- 6.2 We will comply with all legislation relating to its leasehold management and service charge calculations. Applicable legislation and regulations have been identified in section 4.
- 6.3 We expect that leaseholders will be provided a copy of the lease by the solicitor acting on their behalf when they purchase their home and are made fully aware of the covenants and service charge implications. If, however, the leaseholder requires a copy of their lease, this can be obtained from the HM Land Registry or from the Council subject to paying the relevant noted administration fee for this service.
- 6.4 Key information and advice regarding the services leaseholders can expect to receive will also be contained within their welcome letter.

Repairs and maintenance

Reporting repairs

- 6.5 Repairs and maintenance for shared or communal areas is carried out by our contractors. Leaseholders should report these directly to our contractor for remediation as soon as they become aware of an issue or potential issue.
- 6.6 If there are issues within the property that may be because of structural failure such as roofs, guttering or pointing this should be reported to the Homeownership Officer as soon as the leaseholder becomes aware of an issue or potential issue, who will then refer the issue(s) to the Property Services team for them to assess if applicable.

Flats / apartments / maisonettes

- 6.7 In general, leaseholders are responsible for the maintenance and repair of the internal areas of the property.
- 6.8 We will maintain the external fabric / structure of the building and shared communal areas (both internal and external) in accordance with the lease agreement responsibilities and obligations. Repair and general maintenance of the buildings will be covered through the service charge (see 13.2).
- 6.9 Under the terms of the lease leaseholders will be charged for their share of relevant costs incurred. In such cases, We will consult with leaseholders on the costs of the repairs if they are more than £250, prior to commencing any work (see 15.1), or such other sum set by the Secretary of State or legislation.

Shared Ownership

General

- 6.10 Leaseholders will need to pay for internal and non-structural repairs and maintenance no matter the share of the property they own.

- 6.11 New properties are usually covered by a 10- or 12-year building warranty period, or by the Council if the property has an 'initial repair period'. This means that some defects and repairs may be covered (see 7.8 – 7.12). We advise leaseholders to consult the key information document and lease agreement for their home to see if this applies to their property.
- 6.12 For flats / apartments, the Council is responsible for the repair and maintenance of the external structure of the building, and any shared communal areas (both internal and external) (please see section 5 for definition). Under the terms of the lease, leaseholders will be charged for their proportion of the relevant costs to repair any external or structural issues which will be set out in the Service Charge invoice. In such cases, we will consult with leaseholders on the costs of the repairs if they are more than £250, prior to commencing any work (see 15.1).

Initial repair period

- 6.13 Some shared ownership properties may have an 'initial repair period' which lasts for 10-years and is included as part of the lease agreement by the Council as freeholder and in accordance with Capital Funding Guide. This usually only applies to new model shared ownership properties. If an 'initial repair period' applies, we will be responsible for the cost of some of the repairs, which include:
- essential external repairs (as determined by the Council acting reasonably)
 - essential structural repairs to walls, floors, ceiling, and stairs inside the property
- 6.14 This period only applies if the leaseholder owns less than a 100% share of the property. After the period ends, all repairs and maintenance are the responsibility of the leaseholder.
- 6.15 Leaseholders may also be eligible to claim £500 a year to cover repairing, replacing (if faulty), and / or maintaining fixtures and fittings that supply water, gas, electricity and heat the property. What this does not include is the:
- installation of other fixtures and fittings; and
 - installation of appliances that use gas, electricity, or water; and
 - repairs covered by the building warranty or any other guarantee.
- 6.16 If the leaseholder breaches the terms of the lease, such as purposefully damaging the property or failing to arrange routine servicing and maintenance (see section 9), we will not pay for repairs we might ordinarily be responsible for.
- 6.17 We advise leaseholders to check their warranty or guarantee documents to see whether some or all the repairs are covered, and if so, how they can claim for the repairs.

Defects liability period

- 6.18 For new-build properties, the builder remains responsible for rectifying defects for a period of 12-months. This is known as the 'Defects Liability Period'. Common defects repairs are outlined in the leaseholder's Home User Guide (HUG).
- 6.19 Leaseholders should contact DDC to report a defect with the property by emailing correspondence to: communityhousing@dover.gov.uk.
- 6.20 Once notified, we will verify that the issue is a defect and contact the developer for remedial action. Throughout this period we will keep in touch with the leaseholder until the defect remediation has been completed.
- 6.21 Officers involved in the rectification of defects will follow the Council's Rectification of Defects Procedure.

Leasehold improvements

- 6.22 Leaseholders are solely responsible for maintaining and repairing the internal parts of their home including maintenance of fixtures and fittings. Leaseholders must obtain our prior approval before commencing any improvement works. This includes seeking our permission for the alteration or installation of new fittings, such as new bathrooms, kitchens, and boilers.
- 6.23 Leaseholders should complete an [Alteration Application Form](#) and submit this to homeownership@dover.gov.uk.
- 6.24 Written consent on any home improvements will be on condition that the leaseholder has provided us with all the details of the proposed works and subject to meeting conditions such as obtaining planning permission and / or building regulations (if applicable).
- 6.25 Leaseholders will not be given permission for any alterations or improvements where they:
- make the property or part of the property dangerous or unstable;
 - create a risk to the health and safety of others;
 - encroach upon land which is not defined within the leaseholders lease agreement;
 - impact on the structure or changes the appearance of the building or the shared or communal parts in any way;
 - prevent light or air reaching other residents;
 - affect the legal rights of other residents, for example, right of way;
 - reduce access to neighbouring properties;
 - invalidates the Council's building insurance;
 - make maintaining neighbouring properties more difficult or expensive;
- 6.26 This list is not exhaustive. Decisions on whether to grant an application will be considered on a case-by-case basis.
- 6.27 Failure to obtain consent for an alteration or improvement will constitute breach of the lease agreement.
- 6.28 The future maintenance of any improvements or alterations to the property will be the responsibility of the leaseholder. Should there be any damage to adjacent properties due to any works carried out, the leaseholder will be responsible for rectifying the damage, including covering any costs incurred as a result.
- 6.29 Leaseholders are not permitted to use the attic / loft space for any reason or at any time, even if the loft is only accessible through the leasehold property.

Health and safety

- 6.30 It is the responsibility of the leaseholder to ensure that all gas and electrical appliances, such as boilers, are properly and regularly serviced according to the manufacturer's instructions and failure to do so will constitute a breach of lease. Therefore, leaseholders are required to have their boilers serviced every year which must be carried out by an engineer on the Gas Safety Register. We may request to see the certification anytime.
- 6.31 Leaseholders must also ensure that that all smoke alarms within the property are working in good order and replace them where they are faulty.

6.32 Where the property is part of a block of flats, leaseholders must not store any items in any shared spaces, corridors, hallways, under stairs, near to or in front of designated fire exits, or by building entrances and exits as these may also form as part of a fire escape route. Stored items include, but are not limited to:

- Furniture
- Bikes
- Electric bikes
- Mobility scooters
- Prams / push chairs

6.33 Bikes, electric bikes, and mobility scooters must be stored in designated spaces where provided and available, and permission must be sought from the Council prior to using them. This is so that we can monitor the usage and capacity of the designated spaces. Further information regarding mobility scooters, and how leaseholders can safely use, store, and charge them can be found on [Mobility Scooter Advice](#) webpage.

6.34 If we are made aware that a leaseholder is storing such items in communal areas without our permission, we will take appropriate steps to resolve the issue, which may include taking enforcement action. This will be in accordance with our duties and obligations to the Regulatory Reform (Fire Safety) Order 2005, and the Fire Safety Act 2022.

Building insurance

6.35 We will provide block buildings insurance cover for all its leasehold blocks of flats and Shared Ownership houses, unless there are contractual terms in place which require otherwise.

6.36 If the property is shared ownership, and the leaseholder has purchased 100% of the property (and therefore becomes the 'freeholder'), they will be responsible for arranging the buildings insurance themselves. The exception to this is where the property is a flat, in which case the Council as the freeholder of the building will arrange the building insurance and the premium will be included within the service charge.

6.37 We will not provide contents insurance. This must be arranged and paid for by the leaseholder separately.

Subletting – Right to Buy

6.38 According to the Right to Buy guidance, there are no restrictions under Right to Buy legislation that prohibit a leaseholder from subletting their property once they have completed their purchase.

6.39 The key principles of any subletting arrangement for a Right to Buy property are:

1. Leaseholders must notify us of their intention to sublet their property. The reason for this is so that our records held for the property are up to date (i.e., Council Tax).
2. Leaseholders will remain responsible for the points raised in 6.44 of this policy and will become a 'landlord' and subject to the rules and regulations landlords are obliged to adhere to.

6.40 Leaseholders are responsible for obtaining consent from their mortgage company (if applicable) to sublet their property prior to entering into an agreement.

6.41 A leaseholder who sublets their property will become a 'landlord' and will be subject to the rules and regulations landlords are obliged to adhere to.

6.42 Leaseholders will also remain responsible for:

- The payment of service charges
- Providing up to date contact details. Details of their tenant in case of emergencies or problems caused by defects within the property.
- Ensuring that the property does not become overcrowded by allowing other people to live or stay on a permanent / long stay basis if there is not adequate bedroom space.
- Servicing the gas supply and appliances in the property annually and providing their tenant with a copy of the safety check certificate
- Installing carbon monoxide detectors and smoke detectors and ensuring that they are in good working order and are replaced or repair when faulty.
- Providing their tenant with an Energy Performance Certificate (EPC).
- Ensuring that the tenant does not breach the conditions of the lease agreement. We will take enforcement action, which may include legal action, against the leaseholder for any breach of conditions, which are not resolved, and may result in the forfeiture of the lease.

Subletting - Shared Ownership

6.43 In general, most Shared Ownership leases will prohibit leaseholders from subletting their property. This is in accordance with our duties to protect public funds and ensure that applicants are not buying the property for commercial gain, such as short-term lets and bed and breakfast type accommodation.

6.44 We advise all leaseholders to review their individual lease agreements for more information regarding subletting.

6.45 At the Council's discretion we may agree to a sub-letting arrangement where it is in an exceptional circumstance and the Leaseholder has provided supporting evidence and information to support their request. All requests will be considered on a case-by-case basis.

6.46 The key principles of any subletting arrangement for a Shared Ownership property agreed by the Council are:

3. Leaseholders do not have the right or entitlement to sublet their property.
4. Leaseholders must request permission from the Council to sublet their property and provide supporting evidence and information for their request.
5. The Council must be satisfied that a request to sublet is for a genuine reason, and the leaseholder has explored and exhausted all other options.
6. The Council must approve and accept a subletting request before the leaseholder proceeds to sublet the property.
7. Leaseholders will remain responsible for the points raised in 6.45 of this policy and will become a 'landlord' and subject to the rules and regulations landlords are obliged to adhere to.

6.47 Appropriate enforcement action will be taken where we are made aware of a subletting arrangement that the leaseholder(s) does not have our express permission to sublet. Retrospective permission of subletting arrangements can be considered on a case-by-case basis.

Pets

6.48 If a Leaseholder wishes to keep a pet, they must seek and obtain our written permission in accordance with their lease agreement. If permission is granted, Leaseholders and any other person living or visiting the property (including children) must not:

- Keep any animal which has been classified as dangerous under the [Dangerous Wild Animal Act 1976](#)
- Keep livestock (farm animals) at the property
- Allow pets to cause a nuisance, for example, fouling shared areas such as lifts, stairs and landings, or making too much noise such as barking
- Allow any animal kept at the property to cause a nuisance in the local area, including nuisance to employees and contractors of DDC

6.49 We will make decisions to grant permission on a case-by-case basis.

6.50 If the property has any shared areas, pets should be exercised away from the property.

6.51 We will investigate any complaints made and take appropriate enforcement action as stated in our [Pets Policy](#).

6.52 For more information, please refer to the lease agreement and our Pets Policy.

Service charges

6.53 We will adhere to statutory requirements in delivering and charging services to our leaseholders and follow all relevant legal and regulatory framework. Service charges will comply with the provisions set out in the Landlord and Tenant Act 1985 and 1987 (as amended).

6.54 We will provide leaseholders with a notice of rights with demands for payment as required under the Commonhold and Leasehold Reform Act 2002. Estimated service charges for Right to Buy (RtB) are governed by the Housing Act 1985 as amended and are covered within the Right to Buy process.

6.55 Services provided for leasehold properties will be referenced in the lease agreement and charges will be set and administered in accordance with current legislation. All service charges will be based on either actual or estimated costs of providing the service.

6.56 We will provide leaseholders with accurate and timely information about service charges, including a breakdown of the relevant costs including but not limited to:

- ground rent and buildings insurance
- ground maintenance and cleaning
- communal area repairs, services, and maintenance
- electricity charges for any shared areas, for example, lighting, power lifts and door entry systems
- administration charges
- management fees
- major works and improvements (e.g., replacing roofs, structural – these can result in very large service charge bills).

6.57 Deficits and credits from previous years will be carried forward into subsequent years and included in the calculation of service charges.

Ground rents

6.58 Leaseholders may be required to pay a 'ground rent'. This is usually included as a charge in the service charge. Details of any applicable ground rent will be noted in the lease agreement. The Council advises leaseholders to review the provisions regarding ground rents in the lease.

6.59 Provisions in the Leasehold Reform (Ground Rent) Act 2022 now prohibit landlords from charging ground rent on some leases. Details of which leases are and are not regulated by the Act can be found on the [government's website](#). However, in general, a lease will be regulated by the act if:

- It is granted on or after 30 June 2022.
- It is a long lease (exceeding 21 years) for a single dwelling.
- It was granted for a premium. This also includes where a lease has been changed by a 'deemed surrender and regrant' and no premium was required.
- It is not an excepted lease.

Summary and balances

6.60 Leaseholders have a statutory right to seek a summary of the service charge account under Section 21 of the Landlord and Tenant Act 1985. The request must be in writing and can request a summary of the 'relevant costs in relation to the service charges payable' in respect of the last account year, or where accounts are not kept by accounting years, the past 12-months preceding the request.

6.61 The Council will provide the summary of the service charge account within 1 month (or within 6 months of the end of the 12-month accounting period, whichever is later).

Management and administration fees

6.62 The Council can charge a management fee for staff time managing the services we fund and provide. Leaseholders can request a breakdown of the management fee.

6.63 Administration fees may be charged when a leaseholder requests a particular service or when we have to carry out special work because a lease agreement has been breached, for example, non-payment of service charges which may have incurred additional court costs.

Payment options

6.64 Any payments requested by us will be in accordance with current and relevant landlord and tenant legislation.

6.65 For Shared Ownership properties, the first month's rent and service charge must be paid on completion of the sale. Each payment thereafter will be charged at the beginning of each month unless an alternative payment date has been agreed between the Council and the leaseholder(s).

6.66 All payments relating to rents, service charges and ground rent are charged per calendar month. The Council's preference is for the costs listed to be paid via Direct Debit. It is a condition of the lease agreement that these charges are paid every month. In cases where leaseholders have missed payments, or are in arrears, the Council will follow our internal procedures to recover these costs. Please see section 16 for more information.

Enfranchisement

6.67 Subject to certain conditions, leaseholders of flats may have the right to collective enfranchisement if they and the building in which they live in qualifies. Leaseholders should seek independent advice regarding these matters. Should leaseholders seek to acquire the freehold, we will comply as required by the Commonhold and Leasehold Reform Act 2002.

6.68 Due to the nature of the Affordable Homes Programme 2021 – 2026, shared ownership leases granted in respect of houses and bungalows are excluded from the enfranchisement provisions as stated in the Leasehold Reform Act 1967, Leasehold Reform (Housing and Urban Development) Act 1993 and the Commonhold and Leasehold Reform Act 2002.

Lease extensions or variations

6.69 In general leaseholders have the right to an extension to the term of the lease and can apply for a new lease at any time if they meet certain conditions. To qualify:

- They must be the leaseholder;
- Have held the relevant lease for 2 years or more; and
- Can prove they have not had any breaches to the previous lease agreement.

6.70 The terms of a lease can be varied only by specific agreement between the parties to the lease and, where appropriate, their mortgagees or through an order by a First Tier Tribunal. Where lease variations are required, they will be by mutual consent.

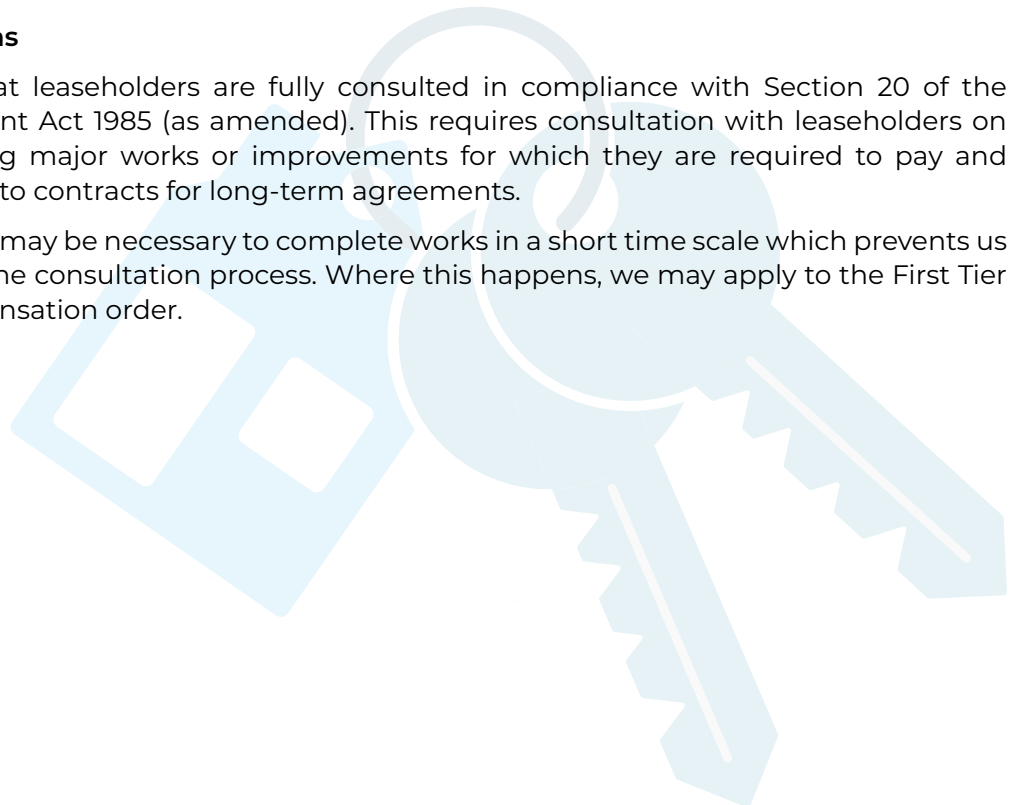
Leaseholder engagement

6.71 Any engagement with leaseholders carried out by the Council will be done so in accordance with our current engagement strategies, and legislative and regulatory requirements. Engagement may take the form of surveys, questionnaires, or interviews and may involve the inclusion of other service areas and consultants in the process to ensure that we provide leaseholders with a rounded and robust response to feedback given.

Section 20 consultations

6.72 We will ensure that leaseholders are fully consulted in compliance with Section 20 of the Landlord and Tenant Act 1985 (as amended). This requires consultation with leaseholders on proposed qualifying major works or improvements for which they are required to pay and proposed changes to contracts for long-term agreements.

6.73 In an emergency it may be necessary to complete works in a short time scale which prevents us from completing the consultation process. Where this happens, we may apply to the First Tier Tribunal for a dispensation order.



7. Enforcement

- 7.1 We will take enforcement action where it is considered necessary. In assessing whether to act and what action to take, we will base our decision on the assessment of the facts and the advice of relevant authorities and / or appropriate professionals and consultants.
- 7.2 Appropriate action will be taken whenever we become aware that a leaseholder is acting in breach of their lease agreement. Several examples of a breach of lease include, but is not limited to:
- non-payment of rental income for 21 days after becoming payable
 - unapproved works to the home or building
 - improper use of the home or building (i.e., for illegal activity)
 - failure to maintain or damage to the premises
 - refusal of access to DDC staff, or contractors working on behalf of the DDC
 - anti-social behaviour including harassment or neighbour nuisance. Such behaviour also extends to family members living at the property who may not be a leaseholder, and visitors.
- 7.3 Our enforcement action may include the following steps:
1. speaking with the leaseholder(s) to resolve the issue;
 2. formal and final written warning;
 3. pursuing legal action.
- 7.4 Legal proceedings will only be considered if:
- we are satisfied that staff have taken appropriate action to resolve the issue; and
 - the leaseholder continues to be in breach of their lease agreement even though they have been warned; and
 - no other reasonable alternative action or avenues to maintain the leaseholder in their home is possible.
- 7.5 Where action is required to enforce the lease agreement, we may seek to recover all costs for having to take such action. This may include charging an administration fee for the work we are required to carry out.

Anti-social behaviour

- 7.6 We believe that all leaseholders, tenants, and residents have a right to live in an environment that allows them to enjoy their home and community, and we recognise the negative impact that instances of anti-social behaviour (ASB) and nuisance can have on individuals and communities. Therefore, any incidents reported to us either by the leaseholder about a council tenant / leaseholder, or complaints received about the leaseholder(s), and / or their family, lodgers, and visitors staying at the property, will be taken seriously, and dealt with in accordance with our Anti-Social Behaviour processes and practices.

Rent and service charge arrears

- 7.7 It is a condition of the lease agreement to pay rent and services charges on time. We will contact any leaseholder who falls behind with their payments to remedy the situation via other means without the need to take enforcement action. However, refusal to pay outstanding arrears or refusing to pay for rent or service charges altogether will result in the Council taking appropriate enforcement action which may involve legal proceedings (see 16.4 & 16.5).

- 7.8 If the leaseholder holds a shared ownership lease, we will make sure in the first instance anyone experiencing difficulties in paying rent and service charges is supported and given advice. We may sign-post leaseholders to third-party organisations who may be best suited to provide specialist assistance. We encourage leaseholders to get in touch if they are struggling to make payments before falling into arrears.
- 7.9 If a lease agreement contains a mortgagee protection clause, the Council reserves the right to disclose to the mortgage lender of the leaseholder, details of the rent and service charge arrears. On a case-by-case basis, we may discuss potential payment arrangements from the mortgage lender to cover the leaseholder's arrears but also reserves the right to refuse such an offer. If we agree to recover arrears from the mortgage lender, the leaseholder will be notified in advance and made aware of any consequences incurred.

Repossessions

- 7.10 We will act reasonably and only take repossession action where there is:
- no other reasonable alternative,
 - all other avenues to maintain the leaseholder in their home have been exhausted; and / or
 - we are satisfied that an appropriate course of recovery action has been taken by staff but the issue has not been resolved.
- 7.11 Where the Council decides to pursue possession of the property, we will provide the leaseholder's mortgage lender 28 days' notice of our intentions. This will include details of the level of arrears.

8. Selling the property

- 8.1 In overseeing the resale of leases purchased through Right to Buy (RtB), we will take guidance from the 'Right to Buy: A guide for local authorities' guidance provided by the Department of Levelling-Up, Housing & Communities.
- 8.2 In general, leaseholders are required to offer to sell their home back to the Council if they purchased it under the RtB scheme within 10 years of the original conveyance purchase, or if they are selling within 5 years from the original conveyance purchase, they must repay any remaining part of the RtB discount to the Council.
- 8.3 Leaseholders are legally obliged to notify any prospective purchase of any section 20 notices or other notices that have been served on them or their property.
- 8.4 The new leaseholder's representative is required to notify the Council of the sale / purchase within one month following completion. This should be done by way of serving the formal Notice of Transfer by the purchaser's solicitor to the Council. If a notice is not received, the last recorded leaseholder will still be liable for any charges made against the property.
- 8.5 For shared ownership properties, leaseholders are advised to refer to the Shared Ownership Policy for guidance on the resale process, and what the responsibilities of the leaseholder and the Council are during the resale. Officers involved with resales will follow our internal procedures and will take guidance from the Capital Funding Guide.

9. Complaints

9.1 The Council's definition of a complaint is:

"An expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or a group of residents."

9.2 We take complaints made about any service it provides, or Officers who work for the Council to provide that service, seriously. If an applicant or a leaseholder wishes to make a complaint about the service they have received, they can be made:

- In writing (letter or email)
- Using the online complaint form:
- Using the Council's Complaint leaflets (these are available at the Council's Office reception, or they can be posted to the applicant / leaseholder)
- Via telephone
- In person by an appointment.

9.3 All complaints received will be dealt in accordance with the Council's [Complaints Policy](#) and procedures. More information about how to make a complaint can be found on our website: [If you are unhappy \(dover.gov.uk\)](#).

9.4 Where a matter cannot be resolved, either the Council or the leaseholder can consider referring the dispute to the First Tier Tribunal (FTT) for their guidance. Leaseholders can also seek a determination on works or services that are proposed in the future. However, an application cannot be made to an FTT if:

- The matter has already been agreed or admitted by the leaseholder; or
- The matter has been determined by a court; or
- The matter has been or is to be referred to an arbitral tribunal where agreement to go to arbitration has been reached after a particular dispute has arisen; or
- The matter has been the subject of determination by an arbitral tribunal where agreement to go to arbitration was reached after a particular dispute has arisen.

10. Monitoring and review

10.1 This policy has been written in line with current and relevant legislation and in consideration to other Council policies, and will be reviewed every two years, or in response to relevant changes in legislation, regulation, organisational structure, development, or to address operational issues.

10.2 Any minor amendments required will be made through delegated approval. Any amendments made because of changes to operational process or Government legislation will be made through the local decision-making process.

10.3 Major changes to the policy will involve internal consultation with relevant Senior Officers and teams, including consultation with the Council's legal team, before a decision is taken to implement them.

11. Equality and diversity

- 11.1 The Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of race, age, disability, gender, sexual orientation, religion, belief, financial status, and any other difference that can lead to discrimination or unfair treatment considering the principles of the [Equality Act 2010](#). Please see our Equality Policy for more details
- 11.2 A full Equality Impact Assessment (EIA) was conducted for this policy in accordance with our Public Sector Equality Duty (PSED) when carrying out our duties (S149 of Equality Act 2010), and mitigations put into place where potential negative impacts to individuals with protected characteristic were identified.

12. Data protection

- 12.1 There are some cases where the Council is permitted to share data with other parties. These include:
- Where a lease contains a mortgagee protection clause allowing the Council to disclose to any mortgagee of the leaseholder, personal information relating to the leaseholder or to the provisions of the lease agreement (including details of any rent or service charge arrears); and
 - Where a mortgagee of the leaseholder discloses to the landlord such information as the landlord may request regarding the leaseholder and the loan (including details of any arrears).
- 12.2 In all cases where data is shared with other parties, the Council will ensure it safeguards and protects personal data in accordance with our Privacy Statement and Policy.
- 12.3 A tailored privacy statement for shared ownership which contains more detail on what information is collected and stored, and who the Council may share this data with, is available online. Any concerns with the Privacy Statement should be directed to the Council's Data Protection Officer.

Version Control

	Date required	Completed	Completed by
Policy adopted	n/a	05/02/2024	David Parish, Head of Property Assets Perry DeSouza, Senior Housing Policy Officer
Review required	05/02/2026		
Review required			
Review required			
Review required			