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# Sentinel Housing Association Leaseholder Handbook





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# Introduction

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## About this Handbook

This handbook is primarily for Shared Owners and Shared Equity Owners. Many sections of this handbook also apply to:

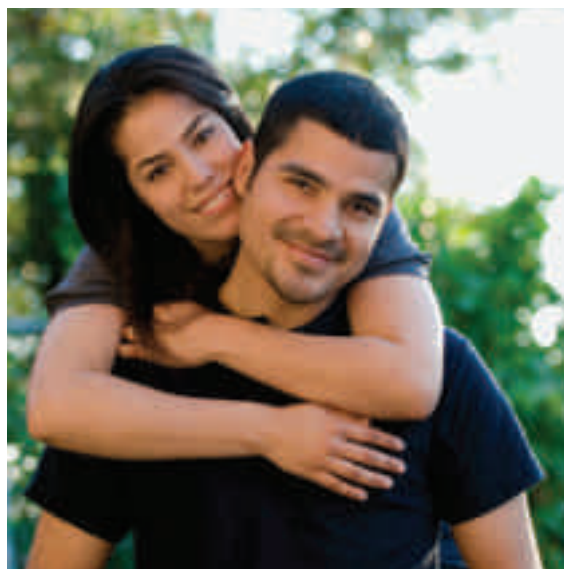
- Former Shared Owners who have bought all the remaining equity in their apartment
- People who have bought apartments from former Shared Owners and Shared Equity Owners.

We will call these 100% Leaseholders to distinguish them from Shared Owners and Shared Equity Leaseholders.

The sections that follow explain the things that you need to know about living in a Leasehold home. This handbook was correct at time of print, however, there may be changes made to Sentinel Housing Association's policies and procedures periodically, mainly due to changes suggested by the Tenant Services Authority as 'good practice'. Please contact the leasehold team at Sentinel Housing Association to discuss the latest policies and procedures Sentinel Housing Association work to. This handbook is not a legal document. You should refer to your lease for detailed information about your contract with Sentinel Housing Association. Your lease is the legal document that we all must abide by.

## Tenants & Leaseholders

Sentinel Housing Association provides housing for Tenants as well as Leaseholders. Many former Tenants have bought their homes under the Right to Buy or Right to Acquire schemes. Sentinel Housing Association retains a freehold interest in the flats that we have sold to former Tenants. The current owners of these flats are 100% Leaseholders and their respective rights and responsibilities are set out in the Right to Buy Leaseholder Handbook. Sentinel Housing Association aims to provide the same standard of service to all Tenants and Leaseholders. However our duties as landlord depend on our legal contract with the Tenant or Leaseholder. For this reason we have separate handbooks for Tenants and Leaseholders.



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# Summary of terms

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## 100% Leaseholder

We use 100% Leaseholder to mean a Leaseholder living in a former Shared Ownership or Shared equity apartment who owns all the equity in the property.

## Freeholder

The person or organisation that holds the freehold interest in a property. Also known as the landlord. For most Shared Ownership and Leasehold properties Sentinel Housing Association is the Freeholder.

## Shared equity Leaseholder(s)

This refers to anyone who purchased a Leasehold flat with the assistance of a 25% equity loan from Sentinel Housing Association. (The Equity loan sits as a second charge on the property).

## Tenant Services Authority (TSA)

The Tenant Services Authority is a non-departmental public body sponsored by the Department for Communities and Local Government. The role of the Tenant Services Authority is to fund and regulate Housing Associations in England.

## Landlord

Another name for Freeholder, typically Sentinel Housing Association.

## Lease

A lease is the contract between Sentinel Housing Association, and you the Leaseholder.

## Leaseholder(s)

The person or people who own the Leasehold interest in the home.

## Managing Agent or Management Company

An agent employed by the Freeholder. The agent carries out the Freeholders duties on behalf of the Freeholder.

## Mortgage Protection Cover

This is covered in your lease with us, and means that your lender could recover certain losses from us if they ever have to repossess your home.

## Royal Institute of Chartered Surveyors (RICS) Valuation

For all transactions such as re-sales, loan redemption or staircasing, your lease allows for Sentinel to insist on a RICS qualified valuer to determine the value of your property.

## Service Charge

A charge payable to the Landlord in addition to rent, in return for services provided by the Landlord.

## Shared Owner

A Shared Owner owns an equity share in his or her home. The Shared Owner pays rent on the equity share retained by Sentinel Housing Association.

## Shared Ownership lease

Shared Owners have a special type of lease that includes extra sections to cover issues such as staircasing, rent and resale of shares.

## Staircasing

A Shared Owner can buy extra shares in his or her home. Buying extra shares is known as staircasing. A Shared Owner who buys all the shares/equity in his or her home usually becomes:

- A Freeholder if they live in a house
  - A 100% Leaseholder if they live in a flat.
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# Contacting us

If you want to contact us call our Customer Service Team on **0800 195 55 15** or, if you are dialling from a mobile, **01256 338800**. Staff in the team will either deal with your query directly or refer you to someone else who can help.

## Reasons to Contact Sentinel Housing Association

### Leasehold enquiries/Customer Care

We aim to provide you with an efficient, caring, and courteous service. We welcome your views and your suggestions for ways in which we can improve our service. Your comments should be emailed to [leasehold@sentinelha.org.uk](mailto:leasehold@sentinelha.org.uk)

### Reporting Repairs (During the Defects Liability Period for New Build Properties)

You can contact the Customer Service Centre to report a defect and request a repair by telephone on 0800 195 5515 or at [www.sentinelha.org.uk](http://www.sentinelha.org.uk) see Resident's online – maintenance – Report a repair online.

### Reporting Repairs (After the Defects Liability Period has ended)

The responsibilities and general obligations for repairs are set out in your lease:

- You are responsible for all repairs if you live in a house
- If you live in a flat, you are responsible for all interior repairs and Sentinel Housing Association maintains the external and communal areas of the block.

The section of this handbook on 'Maintenance and Repairs' provides further information. You should also refer to your lease.

### Complaints

We have a formal complaints' procedure. The procedure aims to safeguard the interests of all Leaseholders and Tenants. Please ask us if you want us to send you a leaflet with details of our complaints' procedure. Alternatively, copies are available from the reception area at Oakfern House, Basingstoke.

**Sentinel Housing Association is fully committed to providing excellent services and placing your needs at the heart of what we do. Please refer to our customer service charter (Appendix 1) for details of the standards you can expect as a leaseholder.**



# Our service to you

## Consultation

We are committed to full and open consultation with you and all users of our services. We will consult you on any matter that affects you personally.

For Leaseholders living in flats the law requires us to consult you before we start large repair and maintenance contracts or agree long term contracts for cleaning, gardening etc. The section 'Service Charges' gives more detail about when we must consult you.

## Resident Groups

We will work with all residents groups who genuinely represent the residents in their area.

Sentinel Housing Association has active resident forums. Please refer to the section at the back of this handbook on Resident Involvement for further information or ask us if you want to know more about residents groups in your area.

## Equal Opportunities

We recognise that various groups in society can be subject to discrimination. Discrimination may be based on a range of grounds, including:

- Race
- Ethnic or national origin
- Sexuality
- Marital status
- Age
- Religion
- Mental and physical disability.

As a landlord and an employer, Sentinel Housing Association is committed to providing equal treatment to everyone. This covers:

- The letting, sale and management of homes
- Services we provide
- The employment of staff, consultants and contractors.

Please ask us if you would like further information about Sentinel Housing Association's Equal Opportunities Policy.

## Access to Personal Information

We treat all information we hold about you as confidential. Please note that all incoming calls to our Customer Service Centre are recorded for security and training purposes.

We have a data protection registration. In some situations, we are able to disclose confidential information to other specific organisations such as local authority departments. We will only do this when appropriate and in accordance with the law. We will never disclose information for commercial gain.

The Data Protection Act of 1998 gives you the right (with certain exceptions) to check details we hold about you.

We will allow you access to see other personal information we hold on you. We will not show your information, given to us in confidence, to others, for example, letters of reference and letters from doctors. We may make an administration charge if you want to take copies of information or make repeat requests to inspect information. Please call us if you want to arrange access to view information.

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# Your rights and responsibilities

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## Introduction

This section explains some of your important rights and responsibilities as a Leaseholder.

Some of the other sections include information on your rights and responsibilities including:

- Buying Extra Shares (applicable to Shared Owners only)
- Maintenance and Repair
- Insuring Your Home
- Rents and Service Charges (Rents applicable to Shared Owners only)
- Selling Your Home
- Safety and Security.

Your rights and responsibilities are set out in detail in your lease. The lease is a legal contract. Both you and Sentinel Housing Association are bound by the terms of the lease.

As far as possible our leases, and tenancy agreements contain similar rights and responsibilities for Leaseholders and Tenants. For example, all our tenancy and lease agreements require the Tenant or Leaseholder not to cause nuisance.

Shared Ownership leases contain some rights and responsibilities that do not apply to Tenants, Shared equity Leaseholders or 100% Leaseholders. For example:

- The right to buy extra shares – ‘staircasing’
- The right of Sentinel Housing Association to find a buyer if you want to sell your home – ‘Nomination Rights’.

We will write to you if we consider that there are any breaches of the terms of your lease. We will explain what is wrong and what you must do to put things right. If you continue to break the terms of your lease, we may take legal action to end your lease. If successful, the legal action may result in the loss of your home.

Tell us if you think we are breaking the terms of the lease. We will try and put things right. If you are not happy with our response you can make a formal complaint. Alternatively you can take legal action against us. You should take expert advice before commencing legal action.



The following paragraphs are summaries of the main terms in most of our leases and some related guidance. For the exact nature of your and our obligations under your lease you must always check the lease. This document does not override anything in your lease.

### Use of Your Home

You must use your home as a private residence. You must not use your home for any illegal or immoral purpose.

You must not run a business from home unless you have our written permission. We may give permission where the proposed business will not affect neighbouring homes. We will also require you to get the permission of the local council and your mortgage lender.

### Access to Your Home

The lease gives us right of access to your home. We must give reasonable notice. Reasonable notice is normally at least 24 hours. But we may give shorter notice if we need access to deal with an emergency. For example, we may require emergency access to deal with a water leak from your home that affects neighbouring homes.

### Alterations and Improvements

An alteration is anything that changes your home. This includes such things as the addition of a satellite dish and the removal of internal walls. If you live in a flat most Local Authorities restrict planning permission to one satellite dish per block. In the interests of fairness Sentinel Housing Association will usually only give our consent for the erection of one communal dish.

You do not usually need our permission for non-structural alterations. However any alterations carried out on a new build property during the first year may invalidate the defects warranty. You should check with Sentinel Housing Association's Leasehold team before undertaking

any alterations. A non-structural alteration affects the fittings but not the structure of your home. Examples include fitted wardrobes and kitchen units. You will need our permission if, the design of your new kitchen or bathroom involves alterations to existing water and/or other supplies/services.

We define improvement to mean any alteration that increases the value of the home. This is important for Shared Owners who buy extra shares. See the section on buying extra shares.

You must have our written permission before carrying out any alteration. We may make a charge to cover our administration costs and if necessary the costs of professional advice from surveyors or solicitors. As well as our permission you may need planning and/or building control approval from your local council. You may also need the approval of your mortgage lender.

Call us for further information or email: [leasehold@sentinelha.org.uk](mailto:leasehold@sentinelha.org.uk).



## Disposal of Rubbish

### Household Refuse

Your local council will dispose of household refuse. Contact your council for details of collections, etc.

Blocks of flats and some estates of houses have shared refuse areas. You must consider other users. For example:

- Make sure you seal all rubbish bags
- Place rubbish in the bins provided – sorting recycled goods
- Take care with the disposal of glass and dangerous items
- Do not use bin areas to dispose of large items\*
- Do not leave any unwanted items in communal areas as this interferes with cleaning and can cause a Health & Safety and/or fire hazard.

### Large Items\*

Most local councils will not take large items such as fridges, cookers and furniture away with other rubbish, it is your responsibility to arrange for disposal.

Instead you will need to take large items to your local council waste disposal facility. The service is usually free to local residents. Alternatively your local council may offer a special collection service. Contact your local council for details and charges.

## Going Away

In your own interests and the interest of your neighbours take precautions if you are going away from home.

In cold weather consider leaving central heating on low to prevent frost damage to pipes or better still turn off the water supply at the mains.

Make sure you turn off all electrical appliances including dishwashers and washing machines.

If you can, leave a key with a neighbour so someone has access to your home in the event of an emergency.

## Nuisance and Harassment

You must not cause nuisance or harass neighbouring households or their visitors. You are responsible for the behaviour of the people who live with you and your visitors.

Nuisance is not necessarily an intentional act. Nuisance is usually due to lack of care or lack of consideration. The person causing the nuisance may be unaware of the problems he or she causes. A common cause of nuisance is excessive noise.

If you suffer from nuisance talk to the person causing the nuisance. Often a friendly discussion can deal with the problem. Local councils have some powers to deal with certain types of nuisance including noise.

Our powers are limited and we can only act if you provide evidence that the person causing the nuisance has broken the terms of his or her lease, or tenancy agreement.

Laminate flooring is a particular source of contention for flat dwellers. It should only be fitted with Sentinel Housing Association's prior consent; we will require proof that suitable sound-proof underlay will be used to minimise noise nuisance to neighbours.

Harassment is a deliberate act often motivated by prejudice. The perpetrator usually targets his or her victim(s). If you are the victim of harassment tell us. We will use the powers we have to take action. Call the police if the perpetrator is violent or threatens violence and be sure to report the incident to Sentinel Housing Association's Anti Social Behaviour Officer. For further information, please refer to our customer information leaflet on Leaseholders and Anti Social Behaviour (Appendix 4).

## Subletting and Lodgers

We define 'subletting' to mean granting a tenancy of the whole or part of a property for an indefinite period of time. Your lease does not allow subletting as it can cause us management difficulties if conditions in the lease need to be enforced. However, the Association recognises that there may be exceptional circumstances when it is necessary to take a more pragmatic approach. For example if a Leaseholder cannot sell their home due to negative equity, and can fulfil any of the following criteria:

- Need to move for work purposes – redundancy, secondment, redeployment overseas
- Are overcrowded
- Need to move because of family circumstances; or
- Severe financial hardship.

Situations outside this criteria will be assessed on a case by case basis by the Leasehold Manager. If approval is given, to mitigate any risk associated with subletting the property the shared owner must:

- Provide us with written agreement to sublet from their lender;
- Let the property through a letting agent;
- Use an assured shorthold tenancy agreement and provide us with a copy;
- Not charge more than the combined cost of their rent/service charge/mortgage and letting fee – i.e. not for profit
- Only sublet for a maximum of 12 months after which permission must be renewed; and
- Provide us with a temporary forwarding address for correspondence.

We define a 'lodger' as someone who lives with you as part of the household i.e. the owner remains in his or her home. All Leaseholders have the right to take in a lodger. You do not usually need our permission but you should inform your mortgage lender. You are responsible for the behaviour of your visitors and lodgers. If as a result of the action of your visitor or lodger you break the terms of your lease we will take action against you.



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# Sentinel Housing Association's Responsibilities

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This section gives an overview of our legal responsibilities as landlord. Later sections include detailed information on our responsibilities with regard to:

- Buying Extra Shares (applicable to Shared Owners only)
- Maintenance and Repair
- Insuring Your Home
- Rents and Service Charges (Rents are applicable to Shared Owners only)
- Selling Your Home
- Safety and Security.

## The lease and the Law

The lease sets out our responsibilities in detail. The lease is a legal contract. Both you and Sentinel Housing Association are bound by the terms of the lease.

As well as the lease we must comply with the law as it affects Leasehold property. We explain some of the main legal issues in other sections of this handbook.

## The Charter for Shared Owners

The TSA issues a Charter for Housing Association Applicants and Residents. It sets out in brief what Shared Owners can expect from their landlord. As a Registered Provider we must supply a copy of the Charter to all Shared Owners. Please ask us for a copy if you do not already have one.

## Consent to Vary a Shared Ownership lease, or contract

Please read this carefully and refer to this information if you ever need to make changes to your lease, or contract. When you read through your lease, or contract you may have seen the following clause:

**“Except under an order of the Registrar (at the Land Registry) no deed varying the terms of the registered lease is to be registered without the consent of the Tenant Services Authority.”**

Although the Tenant Services Authority is not a party to your lease, or contract, it is the government organisation that provides most of the money for shared ownership housing and, as such, it has to ensure that leases and contracts for sale are in the proper form to be eligible for public funding.

Your lease allows you to do a number of things, including buying more shares in your home or selling your share to somebody else if you choose to move, and tells you how to go about this. You do not need the permission of the Tenant Services Authority to:

- Staircase – that is, to purchase more shares in the property
- Sell your share of the property to someone else
- Transfer ownership, for example from a joint to single name
- Exercise any of those rights which the lease, gives you.

Your Solicitor can proceed with any of the transactions listed above without getting the Tenant Services Authority's approval. Your Solicitor is likely to know this, but showing them this page might be a helpful reminder and could save you money and speed up your transaction.



Sometimes, there may be a need to change the terms of your lease, by making what is known as a Deed of Variation. The list below does not cover every eventuality, but the Tenant Services Authority's approval will be required to:

- Change the basis of Service Charge calculations or apportionment
- Revise rent review clauses
- Provide a new right, for example, access rights over land
- Describe a new definition of the property or estate
- Transfer common parts or other property to the Leaseholder
- Reflect new ownership arrangements, for example, if the freehold is sold to a third party and Sentinel Housing Association becomes a Leaseholder
- Update the lease to reflect new legislation or regulatory requirements
- Extend the term, that is, the length of time which the lease is for
- Correct any mistakes in the lease.

You can see from this list that the Tenant Services Authority's approval under the restriction registered at Land Registry is needed for things that involve a change to the actual wording of the lease or for adding or deleting clauses. It is not needed for you to do the things that the lease allows you to do.

Once you staircase to 100%, the restriction is automatically lifted. If you are buying a house you usually become the freeholder when you staircase to 100% and the lease ceases to apply. If you are buying a flat, you continue to be a Leaseholder after staircasing to 100%, but some of the terms of your lease may change.

There may be a situation where Sentinel Housing Association wishes to vary the existing lease. The terms of a lease can only be varied by agreement between you and Sentinel Housing Association, or through an order made via a Leasehold Valuation Tribunal, or sometimes a County Court. In these instances there are specific procedures that need to be followed and you will need to get legal advice. The Tenant Services Authority's consent will usually be required for these variations.

As a shared owner your lease gives you a number of rights and responsibilities, and you should always seek appropriate advice if you have any queries about your lease. The Tenant Services Authority publishes a 'Charter for Housing Association Applicants and Residents', that sets out what you can expect from the service that your Housing Association provide. (A copy of this booklet was provided with your handover pack).

Should you have a dispute with Sentinel Housing Association, a complaints procedure exists to help resolve the situation. If there are still problems, even when you have exhausted Sentinel Housing Association's complaints procedure, you can complain to the Housing Ombudsman Service, known as the Independent Housing Ombudsman. Sentinel Housing Association can tell you how to do this. But if your dispute is over certain matters connected with your lease, or contract, for example the level of service charges or your liability to pay them, then there are other routes of complaint and you should seek appropriate legal advice.

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# Buying Extra Shares

## (Applicable to Shared Owners only)

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As a Shared Owner, you can buy extra shares in your home. This is known as staircasing. Your lease will say what options you have when buying extra shares.

If you wish to buy extra shares in your home, you must notify us by letter. We will instruct a surveyor to value your home. We will charge you the cost of the valuation. The surveyor will charge a fee even if you decide not to proceed. If you choose to proceed you will be responsible for all fees, including Sentinel Housing Association's solicitors fees (Sentinel Housing Association is required to employ a solicitor to oversee the process of purchasing shares with your chosen solicitor).

The surveyor will exclude from the valuation the value of any improvements you have made. This means you will not pay extra because of improvements you have made. Remember:

- You must have obtained our permission to make improvements to your home
- The surveyor will need proof of the improvements you have made, so keep copies of invoices for work you have done
- The surveyor assesses the market value of the improvements – this may be more or less than the cost of the improvements
- What constitutes an improvement is a question for the RICS surveyor to decide.

The surveyor will value your home on the basis that you have kept it in good repair, even if you have not. This protects us from owners who reduce the value of their home by failing to keep up with repairs.

When you staircase you will pay us for the extra shares you buy. You must have savings or arrange an extra mortgage advance to pay for the extra shares. In addition, you will pay for all valuations and for your legal fees.

If you buy all the shares in your home, you will usually become:

- The Freeholder if you live in a house. We will no longer be your landlord but you will still be liable for service charges (if applicable) and continue to pay Sentinel Housing Association as appropriate
- Occasionally, we may only have a Leasehold interest in the property, in which case you will become a 100% Leaseholder (if you live in a flat).

As a 100% Leaseholder we will still be your landlord. We will continue to provide services in return for a service charge.



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# Selling Your Home

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## Information for Shared Owners

If you wish to sell your home, you must notify us by letter. The lease usually gives us the right to try and find a buyer for your share. In this way someone else can benefit from a Shared Ownership home. Your lease sets the time we have to find a buyer, known as the nomination period. Most of our Shared Ownership leases allow us up to eight weeks to find a buyer.

If we don't find a buyer in the time allowed, the property can then be marketed on the open market. You will be required to staircase to outright ownership and then sell your home simultaneously.

If we find you a buyer, they usually have up to 8 weeks to agree to enter into a contract to purchase your home. This is known as exchanging contracts. The 8 week period starts when the buyer's solicitor prepares the draft contract. We'll charge a fee if we find a buyer for your home. (See section on other charges).

If after the 8 week nomination period Sentinel Housing Association has not secured you a buyer you can advertise your home on the open market. Please note you can only sell at the RICS – valuation price.

Please contact us for details of current valuation and sales fees. Please note that you will be responsible for all fees, including the valuation fee, Home Information Pack (HIP), your solicitors fees and nomination and administration fees (if applicable).

## The Process

- If you decide to sell you must inform us in writing and send us the valuation fee – or provide us with a Royal Institute of Chartered Surveyor's (RICS) market valuation.
  - We will instruct a RICS surveyor to value your home. The surveyor will give an independent value for your home. We will charge you the cost of the valuation. The surveyor will charge a fee even if you do not sell your home. You can decide whether to proceed with your sale once you have the valuation. The value that the surveyor states is the price that you must sell your home for. No less or no more.
  - If Sentinel Housing Association is able to find you a buyer, we will arrange for interested purchasers to view your home (at times convenient to you). We will notify you if a sale is agreed and inform you to instruct a solicitor.
  - If Sentinel Housing Association is unable to find you a buyer we will allow you to sell on the open-market, when you agree a sale notify us and instruct a solicitor.
  - Your solicitor will arrange to transfer your home to your purchasers.
  - Your solicitor will ask our permission as landlord. Normally this is a formality, but we will refuse permission if you owe rent or service charges, or if the sale does not comply with these covenants.
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# Selling your home

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## Information for Shared Equity Leaseholders

Under the Shared Equity Purchase Scheme you can sell your home on the open market. Your credit agreement states that you and Sentinel Housing Association must obtain a RICS valuation to agree the selling price of your home.

Sentinel Housing Association will not acknowledge the sale if you owe ground rent or service charges. You will still be liable for all charges up to the completion date.

As part of the sales process we will be asked questions by your solicitor. Typically these questions ask about service charges, insurance and plans for future maintenance. We may charge a fee for answering these questions. Please contact us for details of all applicable fees.

## Information for 100% Leaseholders

You can sell your home on the open market. You do not need our permission to sell but we will not acknowledge the sale if you owe ground rent or service charges. You will still be liable for all charges up to completion date of the sale.

As part of the sales process we will be asked questions by your solicitor. Typically these questions ask about service charges, insurance and plans for future maintenance. We will charge a fee for answering these questions. Please contact us for details of all applicable fees.

## Buying Back Properties

Sentinel Housing Association does not receive grant funding to buy back properties and we do not generally offer this as an option to home owners. We will do our best to find a buyer for shared ownership properties but there is no obligation on the Association to buy back a property if we are unable to find you a buyer.



# Remortgaging

You can re-mortgage your home at any time providing you obtain our permission, so please remember to notify Sentinel Housing Association in writing if you are considering a re-mortgage. On receipt of this we will instruct our solicitor to safeguard our share in the property and to ensure that the new charge is properly registered. You will be charged a fee for our solicitors time.

**There are three possible things you may want to do:**

- Re-mortgage (moving from your existing lender to another lender, but without increasing your borrowing)
- Further advance (staying with the same lender, but borrowing an extra amount)
- Re-mortgage and further advance (changing lender and borrowing an extra amount).

Once you have carefully considered and decided what you would like to do, you should consult a financial advisor or mortgage lender to discuss your lending needs.

## What we need you to provide:

### Re-mortgage

If you're applying to re-mortgage, we need the following:

- A copy of your mortgage offer from your proposed new lender
- Written confirmation of the current value of your home from your new lender (you can usually get this from the mortgage offer)
- Written confirmation from your current lender confirming the outstanding balance (also known as a redemption statement)
- A written explanation from you telling us why you want to change your lender.

If you are staying with the same lender and just changing interest rates, we do not normally need to approve this change. Contact the Leasehold services team on 0800 195 5515 to discuss this further.

**Important:** You will need to include a cheque (made payable to Sentinel Housing Association Ltd) with your application to cover our solicitors fees. (The current cost is £135).

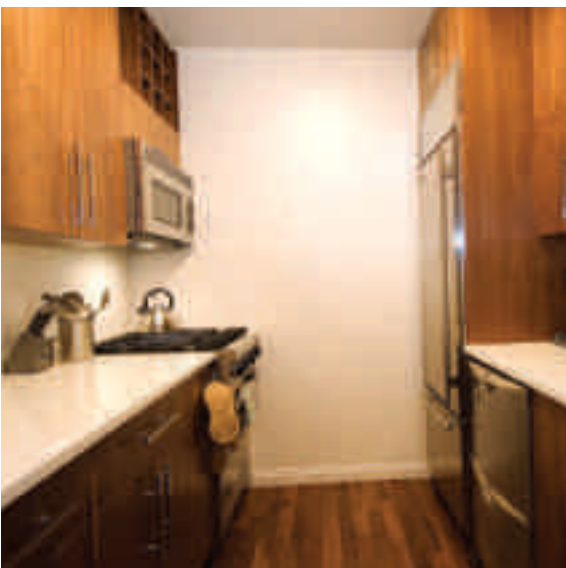


### Further Advance

If you're applying for a further advance, we need the following:

- A copy of the offer from your lender confirming how much you want to borrow
- Written confirmation of the current value of your home from your lender (you can usually get this from the mortgage offer)
- Written confirmation from your lender confirming the current outstanding mortgage
- A written explanation from you telling us why you want to increase your borrowing and giving details of any home improvements you plan to make, together with quotes, invoices or receipts for the work being carried out.

**Important:** You may only apply for further advances to finance home improvements or major repairs. We will need invoices, receipts or quotes for the proposed work. Low Cost Home Ownership schemes do not allow customers to consolidate (combine) their debts by way of a further advance.



### Re-mortgage and Further Advance

If you're applying to re-mortgage and take out a further advance, we need the following:

- A copy of your mortgage offer from your proposed new lender
- Written confirmation of the current value of your home from your new lender (you can usually get this from the mortgage offer)
- Written confirmation from your current lender confirming how much is outstanding on your mortgage
- A written explanation from you telling us why you want to increase your borrowing and giving details of any home improvements you plan to make, together with quotes, invoices or receipts for the work being carried out.

### What happens next?

We are only able to process your application once we have received all the documents and information listed above.

If your application is successful, we'll let you and your lender know. If you're a Shared Equity customer, we may have to arrange for a deed to be sealed which will delay our charge. This is a legal condition which we'll arrange with our solicitor. Please note this will add time to the process and you should take this into account when discussing completion dates with your lender.

Once we've approved your application, your lender will be able to deal with any other questions you have. Please contact our Leasehold team if you want to discuss any part of your application.

# Remortgaging

## Your Questions Answered

How much can I borrow against the value of my home?

**Shared ownership** – You can borrow up to 75% of the value of the share you own in your home. For example, if your home is valued at £200,000 and you own 50% (£100,000), you can borrow up to 75% of the £100,000 (in this case, £75,000 – \*This must include your existing mortgage and any other loans secured against your home.

**Shared Equity** – You can borrow up to 75% of the increase of the equity in your share of the property\*. For example:

Original property value	£150,000
Customer's share	75%/Original value: £112,500
Current property value	£200,000
Customer's share	75%/Current value: £150,000
Current value of the customer's share, less original value of the customer's share:	£150,000 – £112,500 (£37,500)
Customer's increased share value	£37,500 $75\% \times £37,500 = £28,125$ (The most you are allowed to continue to borrow).

Why are Sentinel Housing Association customers charged a fee to re-mortgage?

All our shared owners pay an annual management fee as part of their service charge which covers the costs of any administration work (not including solicitors' fees) we carry out for them. However there are additional costs involved in processing re-mortgages and further advances. Sentinel Housing Association uses the services of a solicitor to approve all loans and process relevant deeds, legal undertakings and consents etc. Our standard charge is roughly the equivalent of one hours legal fees.

Are there likely to be any other costs involved?

- Your lender may charge fees for dealing with your mortgage application or using solicitors. You should contact them direct for details of their fees.
- If your lender is not able to provide a valuation figure, we can arrange one. We'll contact you if this is the case and let you know how much you have to pay.

What is the Mortgage Protection Clause (MPC)? (This applies to shared ownership only.)

We cannot extend the MPC to cover extra borrowing unless it is for staircasing, transferring equity (for example, if a couple separate and one person 'buys out' the other) or necessary improvements to the structure of the property. The limits of the MPC may be an issue for some lenders and it's worth checking with them at an early stage of your application.

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# Rent,\* Services and Service Charges

## (\*Applicable to shared owners only)

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### Rent

If you are a Shared Owner you pay rent on the share of the property Sentinel Housing Association retains. The lease requires you to pay in monthly instalments on the first day of each month or the first working day. Sentinel Housing Association prefers you to pay by Direct debit.

The lease sets out how we can increase rents. Most leases allow for an annual increase linked to the increase in the retail price index (RPI)+ 0.5%. The RPI is the government measure of inflation.

We cannot increase your rent by more than the lease allows. We may choose to increase your rent and the rent of other Shared Owners by less than the maximum allowed by the lease.

If you staircase, the rent you pay will decrease in proportion to the share we retain. If you staircase to outright ownership, you will no longer pay rent. You may have to pay a ground rent however.



### Ground Rent

Most leases require the Leaseholder to pay a nominal ground rent to the landlord. Shared Owners do not usually pay ground rent as long as they own less than 100% of the property. However, many Shared Ownership leases for flats introduce ground rent payments if the Shared Owner staircases to outright ownership.

### Services

As landlord we must provide the services set out in your lease. The services we must provide depend on the property:

#### Houses

For houses we usually provide buildings insurance until the owner staircases to 100% outright ownership. We may also provide a ground maintenance service if there are communal grounds and/or unadopted roads and car park areas.

#### Flats

For flats we usually provide more extensive services. In addition to buildings insurance we will nearly always be responsible for maintaining the structure and common parts of the building. We will also usually arrange lighting to the common parts. For many blocks we also provide cleaning and grounds maintenance services for the common areas.

### Service Standards

We aim to provide good quality services. We will appoint contractors and suppliers that will provide good quality services at reasonable prices. Periodically, we will review contracts to ensure they provide best value in terms of cost and service standards. We will carry out regular inspections to monitor the performance of contractors on site. Please contact us if you are unhappy with the standard of any service. We will investigate your complaint and take appropriate action.

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## Consulting You About Services

The law requires us to consult you in certain situations. We will also wish to consult you and other Leaseholders if we plan significant changes to services. The law requires us to consult before setting up some types of contracts. There are two main contracts types currently covered by the law:

- Contracts for major maintenance and repair work
- Long-term contracts.

In either case we must consult you if we expect your share of the costs under the contract to exceed a certain level.

The purpose of the consultation is to provide you and other Leaseholders with sufficient information to judge whether our proposals will result in good quality services at reasonable prices. Usually this means we'll provide:

- Information about the proposed contract. For example, this could be the specification for a redecoration programme or a regular garden maintenance programme
- Prices from two or more contractors.

If you disagree with our proposals we'll consider your reasons. As a result we may change our proposals.

## Service Charges

We collect service charges from you to pay for the services we provide. For most houses (as opposed to flats) our charge is likely to cover just the buildings insurance and a management fee/rent administration fee.

For flats and for some houses on estates we will provide a larger range of services. We will set a service charge budget for the block and/or estate. We will calculate your charge from the budget. After the end of the year we'll prepare a service charge account that shows the actual cost.

## Service Charge Budget

Before the start of the financial year we'll set a service charge budget. This will include:

- Our estimate of the cost of day-to-day services for your block or estate
- Our management fee
- A provision for long-term maintenance and repair – or 'reserve fund' (but only if we are responsible for long-term maintenance and repair).

The budget will set the amount we need to collect from all Leaseholders in your block/estate. Your lease will set your share of the total. Normally, block/estate costs are shared equally. In some cases costs are shared in other ways for example by size of property or rateable value.

We'll inform you of the new service charge before the start of each year and collect the charge in monthly instalments with the rent.

## Sinking Fund/Reserve Fund

Sentinel Housing Association operates a sinking fund for its shared ownership and Shared equity Leaseholders. It is set up to enable Leaseholders to spread the cost of major repairs and refurbishments and larger items, such as external decorations, over a period of years. Forecasts are based on Sentinel Housing Association's programme of works and contributions are based on the estimated cost to Leaseholders over the programme.

Sinking funds are kept in a separate bank account and interest earned on this account is apportioned to individual sinking funds according to the balance held. The sinking fund belongs to the property and on transfer of ownership should be treated as an asset of the property. Contribution to the sinking fund is a requirement of the lease, with the exception of a small number of older leases. Sentinel Housing Association does not commit that the sinking fund held will be adequate to carry out all work required at any one time and further charges may be necessary.

### **Service Charge Account**

After the end of each year we will prepare a service charge account for your block or estate. This will show what we have actually spent. We'll send you a copy of the accounts.

Usually, if we have spent less than the budget figure we'll refund you your share of the surplus, and if we have spent more than the budget we will collect an additional charge to cover your share of the deficit. If actual spending is close to the budget figure we may carry forward a small surplus or deficit.

The accounts provide a summary of income and spending. You have a right to inspect invoices and other documents that support the accounts. Contact us if you want to inspect invoices and we'll make arrangements.

### **Management Fees**

Management costs are our charges for providing services to you and may include:

- Negotiating contracts for services
- Monitoring contracts for services
- Maintaining account records of income and expenditure
- Issuing estimated and final accounts
- Recording charges and payments
- Managing the reserve fund
- Collecting payments
- Referral for debt counselling
- Arrears management
- Providing facilities for reporting repairs
- Answering enquiries regarding leases, or contracts
- Providing general information to residents
- Dealing with anti-social behaviour
- Stock condition survey
- Resident involvement
- Consulting you over proposals
- Publications.



## Late Payment of Rent and Service Charges

### Initial Action

We'll write to you if you miss a monthly rent or service charge payment. We'll ask you to make immediate payment of the amount owing. You must tell us straight away if you think we are wrong and your payments are up to date. You should also tell us if you are having problems paying your rent and/or service charges. We may be able to offer help or advice.

### Further Action

If you fail to respond to our initial letter we'll write to you and tell you what we intend to do if you fail to pay the rent and/or service charges due.

If we get no response to this letter we'll take further action. Our options include:

- Contacting your mortgage lender and asking them to pay on your behalf. If your mortgage lender makes payment they will add an equivalent amount to your outstanding mortgage. The mortgage lender may also add administration charges
- An application under the small claims procedure in the County Court. We will ask the Court to add our legal and administration costs to any payment order
- An application to forfeit your lease in the County Court. If our action is successful the Court will forfeit your lease and you will have to leave your home.

## Disputed Charges

Your lease determines the amount you must pay in rent and ground rent. So you can only dispute rent and ground rent charges if you think we have incorrectly calculated the amount due.

You can dispute a service charge if you think we have failed to provide a service or the service is not of a reasonable standard. We'll consider the points you make and write with our response. If we find a service is not up to standard we'll tell you what we intend to do to put things right.

Whilst we are considering the points you make we will expect you to pay all rent and ground rents and charges for all other services.

If we cannot reach agreement on the amount of service charges that are due we may need to involve a third party such as the County Court or Leasehold Valuation Tribunal.



# Maintenance and repair

## Introduction

This section looks at the maintenance and repair of your home. We use maintenance to mean work to maintain a building, for example a decoration programme. We use repair to mean putting right something that is faulty, for example fixing a broken light. Usually:

- If you live in a house you are responsible for repairs and maintenance to your home
- If you live in a flat we share responsibility for maintenance and repairs with you for communal areas.

Occasionally other organisations will be responsible for repairs and maintenance. For example:

- The builder is responsible for some defects on new properties during the first 12 months
- The buildings insurance policy may cover the cost of some repairs
- We provide guarantees for all new properties we sell. The guarantee covers the main structure and is time limited (NBHC/Zurich).

The following sub-sections provide more detailed information.

## Whose Responsibility?

This is intended as a guide. You should check the actual terms of your lease.

### Flats

For blocks of flats we are usually responsible for repairs and maintenance to the structure and common parts of the building. Our responsibilities may include such things as the roofs, shared pathways, entry-phones, etc.

If you live in a flat you are responsible for repairs to things inside the flats – this includes all pipes and electrical wiring that serve just your flat. The lease for your flat will set out who is responsible for repairs in detail.

### Houses

If you live in a house you are responsible for all repairs to the house. If your house is on an estate we may have responsibility for the repair and maintenance of communal facilities such as bin store areas. \*For a summary of repair responsibilities please refer to the section at the back of the handbook (Appendix 5).

## Reporting Repairs

Call us to report a repair. We'll check that the repair is our responsibility. If it is our responsibility we will arrange for one of our contractors to carry out the repair. We will need your name and address, details of the repair and your contact telephone number(s).

We set target times for different repair categories:

- Emergency – disrepair that causes danger to health or safety – 24 hours
- Urgent – disrepair that materially affects the way you can use your home – 5 working days
- Routine – all other repairs – 20 working days.



For emergency repairs we may carry out a temporary repair initially and return to complete a permanent repair at a later date.

We may delay some routine work to co-incide with planned maintenance work. We'll do this to save costs.

### **Planned maintenance and cyclical redecoration work**

Periodically we will carry out cyclical redecoration work. We use cyclical to mean work that needs doing on a recurring cycle. We may include other minor maintenance work at the same time. Usually this saves money as we can use the same access scaffold, if appropriate.

As buildings age we'll need to carry out replacement and renewal work. For example, a typical flat roof needs replacing every 60 years.

We will keep under review the condition of all buildings where we have responsibility for repairs and maintenance. We'll use our knowledge of the condition of the building to set the provision for long-term maintenance and repair. In this way we aim to have sufficient money set aside in the service charge account to pay for work as it becomes due. We can't guarantee this – if there isn't enough money we'll need to collect extra from you.

We'll consult you and other Leaseholders before we commence planned maintenance or cyclical redecoration work.

### **Repairs that are your responsibility**

If you live in a house you are responsible for all repairs and maintenance to your home. If you live in a flat we share responsibility with you for communal repairs and the building structure – see previous section of this handbook.

You will need to arrange for all repairs and maintenance that are your responsibility. When arranging work we suggest:

- You give clear instruction to your contractor and get them to give you a written quote
- Get two or more quotes for expensive work
- Use contractors who are recommended by friends and/or are recognised by an appropriate trade body
- For extensive work consider employing a surveyor to specify the work and to select and supervise the contractor.

Preventative maintenance can save money.

### **Buildings Insurance**

Shared Owners pay for their buildings insurance via their service charge. The buildings insurance policy we arrange will normally cover damage caused by insured perils such as storms and floods. The insurance policy will not cover general wear and tear.

### **Defects and Guarantees (New properties only)**

All new properties we sell have a minor defects and major structural guarantee. The start date of these guarantees is from the day Sentinel Housing Association and the contractor agree as 'practical completion' day, not the day you move into your property.

- The builder provides the minor defects guarantee (normally 12 months from practical completion).
- The major structural guarantee (normally 10–12 years from practical completion) is provided in the form of an insurance policy – main providers are NHBC and Zurich.

The details of cover vary from property to property.

The following sub-sections provide general information only.

### Minor defects

Most new properties will have a few minor defects. The builder is responsible for putting most of these right, normally for the 1st year (from date of practical completion), not from the day you bought your home.

The builder is not responsible for all defects. What constitutes a defect is subjective. Sentinel Housing Association and the builder will decide this from property to property to determine what is reasonable.

We'll explain to you how to report defects (please refer to your 'handover' sheet, normally given to you and signed on the day you completed your sale). If in doubt call us for more information.

### End of the year defects (minor defects)

We'll arrange a final inspection with the builder at the time the defects liability period ends (around 1 year from the day of 'practical completion'). We will require access to your home to do this. We will contact you for access. Please note that we will try to accommodate your existing commitments in terms of your availability to be present, however, if you do not allow us access to your home in the given time period you will forego any rights to an inspection and consequently any defects repair.

Often the builder will leave non-essential defect repairs to the end of the defects liability period, for example, significant cracks to plasterwork.

### Major Structural Guarantee (NHBC or Zurich Certificate)

This guarantee covers your property against major structural problems. The guarantee is in the form of an insurance policy and normally covers the property for 10–12 years following practical completion of the property. The guarantee does not cover general repairs and maintenance.

### Damp and Condensation

These problems are often confused.

#### Damp

Damp is caused by a fault in the building that allows water into the structure of the building, for example, a damaged drainpipe or a broken damp proof course. If you have a damp problem you must first repair the cause of the water leak. The repair will stop water causing further damage. However, damaged plaster may not dry out and may need replacing. In blocks of flats we may be responsible for the repairs.

#### Condensation

Condensation occurs when water vapour in the air condenses and forms water droplets on cold surfaces. You can prevent condensation by a combination of warmth and ventilation. Water condenses on cold surfaces such as windows and exterior walls. Heating will help prevent condensation. Continuous background heat is better than bursts of intense heat.

Good ventilation will also help prevent condensation. Move furniture away from walls to allow air to circulate. Use extractor fans in bathrooms or open a window after taking a bath or shower.

New homes can suffer from condensation. There are two main reasons:

- The walls are still 'drying out' and the drying out process releases moisture into the air
- New windows and doors are designed to prevent draughts. This means ventilation can be poor (although some properties have trickle vents that should be opened to help reduce condensation).

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# Insuring your home

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## Buildings Insurance

We arrange buildings insurance for your home; it is your responsibility to arrange adequate contents cover. We charge you for Buildings insurance as part of your service charge. When re-arranging a mortgage ensure your mortgage lender does not include buildings insurance in your mortgage.

Call us for advice on making a claim; there is an excess payable on claims which is currently £100.

We will send you a copy of the summary of cover each year, but you are welcome to call us if you would like to arrange to come in and inspect the full policy document.

## Contents Insurance

We recommend you insure the contents of your home. The buildings insurance policy does not cover your contents.



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# Residents getting involved

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## Residents Getting Involved

We welcome the contribution that residents can make as we seek to improve the range and quality of our services. There are many opportunities for you to take part and these are summarised in later sections of this handbook – see Appendix 3.

If you are interested in taking part, please contact us.



# Other charges

We provide some additional services that are not covered by your service charge, but for which we incur costs. We make a charge for these services. Please see below for sample charges relating to the most common services we provide:

- **Valuation fee**

Prior to selling your property or buying additional shares it is necessary for you to obtain a RICS valuation to enable us to ascertain the current market value of the property. The cost of a valuation (if sourced by Sentinel Housing Association) is currently £125. However, you are entitled to source and arrange your own valuation as long as the valuer you instruct is RICS qualified.

- **Nominations Fee**

Your lease allows us to charge you a fee if we nominate a person to purchase your property. The amount varies according to what is specified in your lease but is usually up to 1%.

- **Remortgaging or Further Advance**

Any new mortgage must be agreed by us. Sentinel Housing Association uses the services of a solicitor to approve all loans and process relevant documents. Our standard charge of £135 is the equivalent of one hours legal fees.

- **Deed of Variation**

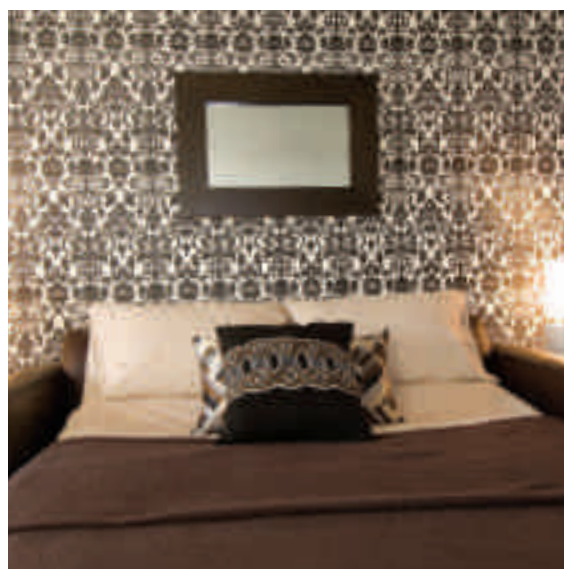
If you ask us to vary the terms of your lease, or contract and we agree, we will require you to pay our legal and administrative costs. There may also be your own legal and land registry costs to pay (usually through your solicitor). The current fee for a Deed of Variation is £450 + VAT.

- **Assignment Consent (not resale)**

If you ask us to agree to add or remove a name from your shared ownership lease, or contract but you are not actually selling your property, you will incur some charges. You will be required to pay our costs plus any costs associated with the amendment, including Land Registry, Notice of Transfer and your own legal costs.

- **Notice of Transfer**

Under the terms of the lease, or contract, the new owner is responsible for registering the change of ownership with us. Under the lease, or contract this must be served on our solicitors, who will make a registration charge. Your solicitor will usually ask you for this payment. The current fee for Notice of Transfer is £35.25 + VAT.



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# Safety and Security

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The following are just a few suggestions. Please contact your local Fire Brigade or Police for more detailed advice.

## Fire Precautions

Here are some 'do's' and 'don'ts' to help you keep safe in your home:

- Do put guards around gas and electric fires especially at night
- Do keep keys to locked doors and windows in a safe place so anyone who needs to leave in an emergency can do so
- Doors can prevent the spread of fire. Do close doors at night. Don't open a door if you suspect there is a fire in the room beyond
- Do not move or fill oil fires that are already alight
- Do not plug too many electrical appliances into one socket
- Do not wedge open fire doors or block fire exits
- Do not use liquid gas heaters as they are dangerous and may cause condensation
- Do not use lifts in the event of a fire.

## Security

Ask unknown visitors for proof of identity before allowing them access to your home.

If you are going away from home take sensible precautions. Cancel milk and paper deliveries. Ask a neighbour to hold a key and keep an eye on your home while you are away.



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# Appendix One

## Customer Charter – Our promise to you

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### Our Commitment

Sentinel Housing Association is fully committed to providing excellent services and placing your needs at the heart of what we do.

### Communication and Access

We will:

- Introduce ourselves when we speak to you and wear name badges when we meet you
- Provide a free phone number 0800 195 5515 – 24 hours a day, every day
- Answer telephones calls within 3 seconds, unless all advisors are already helping customers, whereupon you will be transferred to our queuing system and informed of your position in that queue, giving you the option of holding or calling back
- Seek to solve your query on first contact with us
- Respond to all phone messages by the next working day
- Answer all letters and emails within 10 working days
- Make someone available to see you within 15 minutes of your arrival at our offices if you do not have an appointment, yet need to see someone urgently
- Arrange appointments at a convenient time and location to suit you, and see you within 10 minutes of the arranged time
- Provide an interactive on-line website for key service areas and customer information.

### How we will conduct our business

We will:

- Be polite and treat you with respect
  - Listen and take on board, involve and consult with you to improve services
  - Treat everyone fairly and equally, recognising and valuing diversity
  - Encourage you to let us know when we get it wrong, and deal with your complaints positively, fairly and as quickly as possible
  - Provide you with a wide range of easy to understand information about our services and provide communication support for customers with language, sight or hearing difficulties
  - Provide a high quality and timely repair service
  - Promptly respond and take action when you report anti-social behaviour
  - Prevent rent arrears by taking firm, yet fair action
  - Work with you and other agencies to look after your neighbourhoods helping to keep them green, clean and safe to use
  - Keep you informed by producing Your Housing newsletter three times a year.
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## Our expectations of you:

You will:

- Treat staff and contractors with respect and courtesy
- Tell us if you are unhappy with our service
- Allow us access at least once a year to service your boiler, and for all other safety matters
- Keep your appointments with us, or let us know if you need to rearrange
- Uphold the terms of your tenancy agreement and do not cause, or allow relatives or visitors to cause a nuisance to other people and neighbours
- Pay your rent regularly and on time
- Live in your property as your main home
- Look after your property and report repairs that are the responsibility of the Association immediately.

We will monitor and measure our service promises, and report the outcomes quarterly.

If you would like  
**Customer Charter – Our promise to you**  
in large print, braille or translated please  
contact the Customer Service Centre on  
**0800 195 5515**

# Appendix Two

## Involvement Statement

### Priorities

The priorities that we believe we can achieve by involving customers are:

- Customers feel valued
- Improved services that offer value for money, and higher levels of satisfaction
- Better equality of access to services for all customers
- Improved accountability and trust of Sentinel
- Increased capacity, confidence and skills of customers who do become involved
- Improved sustainability of neighbourhoods.

### How will this be achieved at Sentinel?

We will:

- Listen
- Provide a clear and inclusive approach to involving customers
- Provide a choice of ways in which customers can access our services, contribute to their development and stay informed about what we do
- Involve customers in decision making and the governance structures of Sentinel
- Be transparent and accountable for the service we deliver
- Promote involvement in all aspects of our business
- Regularly review how we involve customers
- Support and encourage the development of formal customer representative structures
- Enable customers to influence what we do, and how money is spent through Neighbourhood Panels
- Apply 1% of our annual turnover (excluding properties sales) to support involvement
- Provide an accessible and responsive complaints service
- Explore the creation of Customer Service Inspectors.

We will keep you informed by:

- Setting out clearly our service responsibilities and standards
- Publication of quarterly Newsletters and key issue bulletins
- Using our website as an interactive forum for residents' matters
- Providing a range of Customer Information leaflets
- Offer you the opportunity to attend Sentinel's formal Customer forums
- Providing information through our neighbourhood teams, and local events and activities
- Keeping you updated on all involvement opportunities and outcomes
- Publishing regular information on our performance and how we compare to others
- Providing a one-stop-shop Customer Services Centre to respond to resident enquiries.

We will seek to involve everyone by ensuring our services are accessible by:

- Facilitating a translation service and providing information on tape, in Braille, in large print or in another language for people who need it
- Appropriate, convenient and accessible meeting opportunities
- Offering training, as required, to assist customers to make a full contribution
- Help and support with things like childcare and carer costs, travelling expenses, training and administration, as appropriate.

## How will performance be measured?

- Agreeing with customers performance standards and targets for our services and our neighbourhoods. These will be set out in our Neighbourhood Plans and published at regular intervals
- Carrying out an impact assessment of involvement every year
- Carrying out regular surveys to gauge service satisfaction.

## Monitoring and review

Progress against this statement will be monitored by the Sentinel Board, the senior management team and by resident representatives. This Statement will be reviewed and updated annually.

If you would like  
**Involvement Statement**  
in large print, braille or translated please  
contact the Customer Service Centre on  
**0800 195 5515**

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# Appendix Three

## How you can get involved

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There are many ways Sentinel customers can become involved, and all of them can make a difference. Not everyone can serve on our Management Board or has the time to attend meetings, but most people can take part in a survey or complete a brief questionnaire or telephone poll. Just logging on to the Sentinel website and finding out what is going on is a valuable way of staying involved. To get involved contact our dedicated Customer and Community Involvement Co-ordinator.

### Direct involvement

#### Board Membership

- The Board meets ten times per year and includes 13 Board Members; eight Independent Board Members and five Resident Board Members. They are responsible for setting goals and strategies, business management and monitoring performance.

#### Resident Representative Committees

- These Committees are the main formal representative bodies for Sentinel residents. They aim to represent residents' interests, promote discussions between residents and Sentinel, monitor the standard of service and examine and review policies.

#### Consultative Group

- Residents, staff, managers and directors meet monthly to discuss and review strategies, policies and draft Board Papers.

#### Design Panel

- The Panel is chaired by a tenant and is made up mainly of tenants and a few staff members. They meet around every 6 to 8 weeks to consider the design issues around any new homes and estates we are building. Design training is offered and site visits are arranged to see completed homes and comment on the designs and standards being achieved.

### Consultation and feedback

#### Individual Consultation

- This includes feedback forms, the complaints procedure and consultation on things like planned maintenance, local development or regeneration initiatives. Satisfaction surveys are carried out after a day to day repair is completed, when a reported case of anti-social behaviour is closed and Neighbourhood Co-ordinators complete a settling in survey with new residents after they move into their new home.

#### Residents' Day

- A chance to get together with other residents, Sentinel staff and other community agencies, to have your say on a range of issues, share your views about the services we provide and how they can be improved.

#### One-off Special Interest/Focus Groups

- Residents can join special interest project/focus groups set up by Sentinel. These will usually be one off meetings that focus on a single subject or service.
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## Local events

### Sentinel On The Road

- Not all residents want to get involved but do want to know what is going on. Your neighbourhood team will get on the road and come to your local area, so you can share your views about your neighbourhood, the services you receive and how we can work together to make improvements.

### Community Surgeries

- Come along and talk to Sentinel staff in confidence, about any issues or concerns you have about your home, your neighbourhood or any of the services we provide to you.

### Family Fun Days

- Local events where you and your family can get together with people from your neighbourhood, Sentinel staff and other community agencies. Share your views and ideas on how your neighbourhood could be improved, make new friends and have fun at the same time.

### Pride in Your Place Walkabouts (PIYP)

- Help make your neighbourhood a place to be proud of by joining forces with your Neighbourhood Co-ordinator and other community agencies on a walkabout in the area where you live. During the walkabout, issues of concern to you such as graffiti, litter and abandoned cars can be identified and resolved.

### Residents Associations and Neighbourhood Action Groups

- Residents are encouraged and supported to set up tenants' and residents' associations or Neighbourhood Action Groups that can provide a voice for people who are interested in local concerns (not just housing issues).

## Events for young people

### Rubbish Raiders

- Encourages young people to get together with Sentinel and other community agencies to have fun and declare war on waste in their neighbourhood. All new recruits are rewarded with an exclusive Rubbish Raiders T-shirt.

### Get With...

- A fun range of free personal development activities during the school holidays for young people. Provided in partnership with community schools and other community agencies. Young people can take part in sports, arts and crafts and other activities to learn new skills and keep busy during school breaks. Look out for the Get With... activities in your neighbourhood.

### Little Neighbourhood Helpers

- Working in partnership with local schools this project encourages young people to think about environmental issues such as litter, vandalism and graffiti and how we can work together to make their neighbourhood a better place to live.

If you would like  
**How you can get involved**  
 in large print, braille or translated please  
 contact the Customer Service Centre on  
**0800 195 5515**

# Appendix Four

## Leaseholders and anti-social behaviour

### Our Commitment

Sentinel Housing Association is committed to tackling anti-social behaviour and improving the lives of residents in our neighbourhoods. We also have a full Policy and Procedure which sets out how we deal with and reduce anti-social behaviour in our neighbourhoods. Sentinel will not accept any kind of anti-social behaviour and will take appropriate action against anyone who commits this behaviour. We will work with partner agencies and residents to prevent and tackle anti-social behaviour by:

- Creating communities where people want to live and can do so peacefully
- Empathise with victims and take early action
- Work together with residents and partner agencies
- Ensure our resources are targeted efficiently and effectively.

### How can I make a complaint?

There are a number of ways that you can contact Sentinel to make a complaint;

- Telephone: 0800 195 5515
- Email: [info@sentinelha.org.uk](mailto:info@sentinelha.org.uk)
- On-line: complete an on-line initial report form at [www.sentinelha.org.uk/residentsonline](http://www.sentinelha.org.uk/residentsonline)
- Write or visit our offices:

#### Basingstoke:

56 Kingsclere Road, Basingstoke,  
Hampshire, RG21 6XG

#### Fleet:

Lismoyne House, Church Road, Fleet,  
Hampshire, GU51 3RH

- Or you can speak to any of our staff if they visit you or if you see them out and about.

### Who can I make a complaint about?

We will deal with complaints about tenants, leaseholders, members of their household and visitors. You can also tell us about problems with other people, but we may not be able to take any action against them. In this case, we will direct you to other agencies who will be able to help.

### Can other people make a complaint on my behalf?

We will take complaints from third parties, including family members, local councillors, support workers and Community Wardens. We would normally still need to speak to you about the complaint in order to gather as much information as possible.

### I am not a tenant – can I still make a complaint

We will take complaints for any resident or visitor who has suffered anti-social behaviour regardless of whether they are a Sentinel tenant.

### What information will I be asked for?

You will be asked for your name, address and contact details. You can remain anonymous, but we may not be able to take the complaint further if we do not have enough information. We will never identify you to your neighbour.

You will be asked for a description of the incident, where and when it happened and who was involved. Please give as much detail as you can.

You will also be asked if you have reported the incident to the agencies such as the Police and Environmental Health as we can manage anti-social behaviour more effectively if we work together.

### What will happen after I make a complaint?

Your complaint will be given a priority. We receive many cases of anti-social behaviour each year and we need to prioritise them to ensure that the most serious cases get dealt with first.

#### **Priority Red**

Hate related incident, harassment/intimidation, domestic violence or other physical violence. Your Neighbourhood Co-ordinator will make contact within 24 hours.

#### **Priority Amber**

Verbal abuse or threatening behaviour, vandalism or damage to property, drug or substance misuse, prostitution and other criminal behaviour. Your Neighbourhood Co-ordinator will make contact within 3 working days.

#### **Priority Yellow**

Noise nuisance, pet nuisance, vehicle nuisance alcohol related nuisance, garden nuisance, litter, rubbish or fly tipping, misuse of communal or public spaces. Your Neighbourhood Co-ordinator will make contact within 5 working days.

### Collecting Evidence

We need complainants to collect evidence to help us assess the level of anti-social behaviour and to create a record which can later be used in court. There is a variety of ways which you can record acts of anti-social behaviour including:

- Diary Sheets
- Photographs
- Video footage
- Using a Dictaphone.

We can also gather evidence which can be used in court such as:

- CCTV
- Noise Recordings
- File notes of interviews and telephone calls.

### Why do I need to complete Diary Sheets?

Diary sheets are a good way for us to assess the frequency and level of anti-social behaviour. If Sentinel starts legal action against a tenant, we need to prove that the nuisance is continuing so you may be asked to keep diary sheets for a longer period of time.

### How do I fill in a Diary Sheet?

If we start legal action against a tenant, we need to have exact details of the breaches of tenancy so it is vital that you complete the sheets correctly.

You must complete your details and the details of the person you are complaining about. Use a separate diary sheet if you are recording events about different addresses. Please ensure that each person in your house who is recording incidents, use and sign their own diary sheets.

If there is shouting or verbal abuse, please write down the actual words people use, even if they are swear words. Also, please refrain from writing your opinions about your neighbours on the sheet. However, it is important that you record how it made you feel as this will show the serious effect of the anti-social behaviour.

If you would like  
**How to make a complaint and collect evidence about anti-social behaviour**  
 in large print, braille or translated please  
 contact the Customer Service Centre on

**0800 195 5515**



SENTINEL HOUSING ASSOCIATION, 56 KINGSLERE ROAD, BASINGSTOKE, HAMPSHIRE, RG21 6XG  
 TEL: 0800 195 5515 FROM A LANDLINE OR 0300 666 5515 FROM YOUR MOBILE, FAX: 01256 844704, EMAIL: [info@sentinelha.org.uk](mailto:info@sentinelha.org.uk)

**Sentinel Housing Association may be able to take action against perpetrators of anti-social behaviour where there is evidence to support the allegations. The diary sheets may be used as evidence in legal action. Please ensure only one person completes and signs this form.**

**Please see our leaflet 'How to make a Complaint & Collect Evidence' for details of how to complete the diary sheets. Once completed please return the form to the address above or contact your Neighbourhood Co-ordinator.**

Your name:			Address of perpetrators (if known):		
Your address:					
Contact telephone number:			Name of occupiers (if known):		
Date	Location of incident	Time incident began	Time incident ended	Details of the incident (include details of perpetrators/witnesses/police involvement/crime numbers)	Describe how the incident affected you
<i>e.g. 23/02/07</i>	<i>Outside No 23 Any Road</i>	<i>9.00pm</i>	<i>10.30pm</i>	<i>Approximately 3 youths aged 13-16 harassing passers by name calling. One is called "Jo" from No 67 Any Road. PC Davies attended at 10.30pm - crime reference 123/123</i>	<i>I am frightened to leave my home when the youths are there. Their shouting keeps my children awake.</i>

**I certify that the information I have given is a true and accurate record**

Signed.....

Date.....

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# Appendix Five

## Summary of Repairs and Responsibilities

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### Communal doors

Door frames	Sentinel Housing Association
Door	Sentinel Housing Association
Door handles	Sentinel Housing Association
Door locks	Sentinel Housing Association
Lost keys	Leaseholder
Additional security	Sentinel Housing Association
Internal communal doors	Sentinel Housing Association

### Front Door to Flat

Door frames	Check individual lease
Door	Check individual lease
Door handles	Check individual lease
Door locks	Check individual lease
Lost keys	Leaseholder
Additional security	Leaseholder
Internal communal doors	Leaseholder

### Windows to common areas

Window frames	Sentinel Housing Association
Window fixtures and catches	Sentinel Housing Association
Window panes	Sentinel Housing Association
Additional security	Sentinel Housing Association

### Windows to flat

Window frames	Sentinel Housing Association
Window fixtures and catches	Leaseholder
Window panes	Leaseholder
Additional security	Leaseholder

### Heating

Individual heating systems – including boiler, flue and pipe work.	Leaseholder
Room heaters	Leaseholder
Sweeping chimneys	Leaseholder
Fireplaces	Leaseholder

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## Electrical

Faults within the flat	Leaseholder
Communal Lighting	Sentinel Housing Association
Immersion Heater	Leaseholder
Fuses	Leaseholder
Extractor Fans	Leaseholder

## Plumbing

Burst pipe within flat	Leaseholder
Tap and tap washers	Leaseholder
Stopcocks, ball valves, bath, basin, sink and blocked waste pipes	Leaseholder
Hot or cold water tanks in flat	Leaseholder
Main storage tank (in communal loft)	Sentinel Housing Association
Blockage in communal pipe	Sentinel Housing Association

## Balconies

Unblocking gulleys (drains)	Leaseholder
Pigeon infestation	Leaseholder
Structural works	Sentinel Housing Association

## Drains

Blockage to shared drainage pipes	Sentinel Housing Association
Blockage within your flat	Leaseholder

## Gas (telephone Transco)

Gas escapes within flat	Leaseholders
Cookers	Leaseholders
Gas fires	Leaseholders
Gas servicing	Leaseholders

## Roof

Roof repairs to flats	Sentinel Housing Association
Roof repairs to houses	Leaseholder

## Gutters

Guttering repairs to flats	Sentinel Housing Association
Guttering repairs to houses	Leaseholder

### Walls and ceilings

Internal walls	Leaseholder
Structure of party wall	Sentinel Housing Association
Internal plaster	Leaseholder
Ceilings	Leaseholder
Walls to communal areas	Leaseholder

### Floors within the flats

Floorboards	Leaseholder
Joists	Sentinel Housing Association
Skirting boards	Leaseholder
Floor tiles	Leaseholder
Concrete screeding	Leaseholder

### Decorations

Internal decorations	Leaseholder
Decorations to communal areas	Sentinel Housing Association

### Communal Facilities

Car parking areas	Sentinel Housing Association
Communal gardens	Sentinel Housing Association
Communal TV/Satellite Dishes	Sentinel Housing Association
Entry phone and lifts	Sentinel Housing Association
Communal Paths and gates	Sentinel Housing Association

### Pests

Insect/rodent infestation to flat	Leaseholder
Insect/rodent infestation to block	Sentinel Housing Association

If your property becomes infested you must treat this problem immediately. If the problem spreads to other flats and Sentinel has to carry out a treatment to the whole building you will be recharged the costs.

### Gas servicing

We take gas safety very seriously. As you own the gas appliances in your home, it is for you to ensure they are safe by getting checks done regularly, say once a year. Apart from being dangerous, failing to adequately maintain your gas appliances could make your contents insurance invalid, so it is very important to maintain these checks.



**0800 195 5515**  
**www.sentinelha.org.uk**

