



Your Lease

Main features of a Lease

A lease comprises different sections, which set out the following terms:

- Leaseholder's covenants:
Covenants are obligations and responsibilities. Leaseholder's covenants are therefore a list of the things that leaseholders should do, such as pay their service charge, keep the interior of the property in good repair and not alter the structure without written consent.
- Landlord's covenants:
These set out what the obligations of the landlord are, for example to maintain the structure and light the common parts.
- Service charge provisions:
These define what items of expenditure can be included by the landlord in a service charge and all arrangements relating to calculation and payment of service charges.

Your Service Charges

You will receive two half-yearly estimated service charge statements each year, from April to September and October to March.

The April service charge statement shows the estimated costs for the forthcoming year.

The October service charge statement shows the estimated costs for the next service charge period and the actual expenditure for the previous year.

The proportion of the cost you must pay is based on your lease percentage.

Your lease requires you to pay the service charges on 1 April and 1 October each year.

Paying your service charges

You can pay your service charges in the following ways:

- By cash or debit card together with your WECH card at any post office or Pay Point outlet.
- By direct debit from your bank account, you should call WECH to arrange this.
- By telephone using a debit card together with your WECH card, you should call 0844 557 8321 to arrange this.
- On line at the WECH web-site (www.wech.co.uk) using your WECH card.
- Using your On-Line banking facility quoting WECH's bank details (available from the office) and your WECH reference number.

Service Charges, Rights and Obligations

1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
3. You have the right to ask a leasehold valuation tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine who should pay the service charge and who it should be paid to; the amount; the date it should be paid by; and how it should be paid. However, you do not have these rights where a matter has been agreed or admitted by you; a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or a matter has been decided by a court.
4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
5. Where you seek a determination from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. Making an application may also incur additional costs, such as professional fees, which you will also have to pay.
6. A leasehold valuation tribunal has the power to award costs against a party to any proceedings where it dismisses a matter because it is considered to be frivolous, vexatious, or an abuse of process.
The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.
7. If your landlord proposes works on a building or any other premises that will cost you or any other tenant more than £250, or proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal

has agreed that consultation is not required.

8. You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.
9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods. The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.
10. You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
12. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

Examples of the types of charges are as follows:

- Landlord's Lighting
This refers to the cost of electricity on the landlord's metered accounts for any communal area in your house. Lessees pay their lease percentage for communal lighting.
- Insurance
This is your contribution to WECH's buildings insurance policy. It covers the rebuilding costs should something happen to the house. It does not cover damage to your contents.
- External repairs
This refers to day to day repairs carried out to the house. It might include such

items as roof, brickwork repairs, drainage or communal lighting. Lessees pay their lease percentage of the works.

- Estate costs

We have contracts with various contractors to provide a range of estate services. Whilst there is an overall contract sum for these services, this amount is apportioned between Athens & Kincardine Gardens, the parking areas and the new build areas. Lessees only contribute towards the costs attributable to Athens & Kincardine Gardens.

- Ground Rent

As stated in your lease.