

Homeowners' Handbook



astra living 

Welcome



Welcome to “Johnnie” Johnson Housing. Air Vice Marshal “Johnnie” Johnson founded the Trust in 1969 after his retirement from the RAF. He was Chief Executive and the driving force behind the Trust until his retirement in 1989.

The Trust is an exempt charity and non-profit making organisation providing good quality homes for rent and sale to meet a diverse range of housing needs.

The Trust manages around 5000 properties and in recognition of the specialist knowledge required to manage leasehold and shared ownership properties a dedicated Leasehold Service was established in 2003. The Leasehold Service was re-branded as Astraliving in 2008 and we currently manage over 600 home ownership properties.

We are keen to work in partnership with you to ensure that we deliver high quality services in accordance with the terms of your lease.

Our vision for the Trust is:

Social responsibility and business excellence – making a positive difference to peoples’ lives.

And our mission is:

Working together to provide housing and services that people value.



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**Overview of
your handbook**



**Customer
Service**



Your Lease



**Rent and
Service Charges**



**Repairing, maintaining
and insuring your home**



**Looking after
your home**



**You and your
neighbours**



Home ownership



**Supported Retirement
Schemes**

Contact Us

How do I contact the Astraliving Team at “Johnnie Johnson” Housing?

If you have any queries or repairs to report you can use any of the following options:

By telephone **Monday to Friday 08:30 a.m. – 17:30 p.m.**

Astraliving Helpline 0845 600 1767 (local call rate)

(If you are on a telephone package which entitles you to free calls with your telephone provider you may prefer to use telephone number 01625 854 556 contact us.)

Calls may be recorded for training and monitoring purposes.

The offices are closed evenings, weekends and on Bank Holidays. We are also closed between Christmas and New Year. If you need to report a repair or other emergency which is a landlord responsibility please telephone:

OUT OF HOURS EMERGENCY HELPLINE: 08457 231 021

You can write to us at:

Astraliving Team
“Johnnie” Johnson Housing Trust
Astra House Spinners Lane
Poynton Cheshire
SK12 1GA

You can email us at: astraliving@jjhousing.co.uk

By Fax: **01625 873 181**

Via our website: www.astraliving.co.uk

SECTION I

Overview of your handbook

- About your handbook
- Explanation of home ownership tenures
- List of common terms with definitions



About the 'Astraliving' Homeowner Handbook

We have developed this handbook especially for home owners. The handbook has been designed to provide you with information about our services and as a guide to some of the issues that relate to living in leasehold and shared ownership homes.

Many of the lease agreements vary from scheme to scheme it is essential that you refer to your own lease to check the specific terms that will apply. In some instances it may be necessary for you to consult your solicitor for clarification about the specific terms of your lease and we would strongly recommend that you always seek legal advice throughout the purchase and re-sale of your lease.

We hope you enjoy living in your home and find this handbook useful and informative.

If you need a more detailed explanation of any part of this handbook or a different format (such as CD, large print or another language etc.), please contact the Leasehold Helpline on 0845 6001767

We have developed the handbook in consultation with some of our existing home owners and we would really appreciate your feedback about this handbook. If you have any suggestions to help us improve the handbook in the future please let us know in one of the following ways:

- **Write to us at: Astraliving team, 'Johnnie' Johnson Housing Trust, Astra House, Spinners Lane, Poynton, Cheshire SK12 1GA**
- **Telephone the Astraliving Helpline on 0845 600 1767**
- **Email us at: astraliving@jjhousing.co.uk**

The main home ownership tenures currently applicable at JJH Home Ownership Schemes include:

- **Leasehold Schemes for the Elderly (LSE)**
 - **Shared Ownership Houses/Bungalows**
 - **Shared Ownership Apartments**
-
- **Leasehold Schemes For The Elderly (LSE)**
 - This type of lease restricts ownership to a specific share of the equity (usually 70%). No leaseholder is able to buy 100% of these properties.
 - There is normally a minimum age restriction of 55 or 60 years set for leaseholders under the terms of the lease.
 - There is often provision within the terms of the lease for a Scheme Manager/warden and/or emergency alarm system
 - The external repairs are normally the responsibility of the landlord to arrange although there are exceptions to this.
 - The internal repairs are normally the responsibility of the leaseholder
 - There is a service charge applicable
 - Provision toward the future external and communal maintenance costs are either included as part of the monthly service charge or as a % per year of occupation collected on re-sale of the property.

• Shared Ownership Houses & Bungalows

- The home owner can purchase a % equity share of the home and pays rent on the remaining share. Shares are normally purchased from 25%, 50%, 75% and the homeowner can normally purchase 100% of the property although the lease may restrict the timescale for purchasing 100% equity in the property.
- The home owner is usually responsible for all repairs to their individual property
- A service charge or annual charge may sometimes apply to these properties for scheme services such as gardening and communal repairs.
- A minimum age restriction may apply at a minority of the schemes.



• Shared Ownership Apartments

- The home owner can purchase a percentage equity share of the apartment and pays rent on the remaining share. Initial shares are normally purchased from 25% to 75%.
- The home owner can normally purchase 100% equity of the apartment and at this point will no longer be required to pay rent.
- The lease may restrict the timescale for purchasing 100% equity in the property and the service charge and reserve fund contribution will still apply.
- The home owner is responsible for internal repairs in their individual apartment including plumbing and heating etc.
- JJH will normally organise repairs to the structure of the building and communal areas/facilities
- A service charge will apply for communal facilities and services e.g. gardening and communal cleaning, external repairs etc.
- Provision toward the future external and communal maintenance costs are either included as part of the monthly service charge or as a percentage per year of occupation collected on re-sale of the property.
- A minimum age restriction may apply at a minority of the schemes

Listed below are brief explanations of some words and phrases we use in this handbook or that you may see in your lease

Arrears: Any debts, including rent and/or service charge which remains unpaid

Communal Areas: The parts of the building or estate or services shared with others – more fully described in your lease.

Equity or Shares: The percentage (%) of the property owned by you or JJHT

Freeholder: A person or company who is granted full ownership of land and/or building

Home or property: An apartment, maisonette, bungalow or house including any private garden, outbuilding or garage.

Lease: A legal agreement which sets out the rights and responsibilities of both leaseholder and landlord.

Leaseholder: Someone who lives in a property who has purchased part or all of the equity. Leaseholder can also be used in relation to a Shared Owner (see below)

Leasehold Scheme for the Elderly (LSE): A scheme with a minimum age restriction (most LSE schemes apply a minimum age of 55 years). LSE leases often contain a restriction on the % equity share for sale to a maximum 70% equity share. You should check the lease for your scheme for the specific restrictions applicable.

Redecoration of Communal Areas: Normally to flats (external and internal) which are decorated usually every four or six years dependant on the exposure to the elements and in accordance with the lease and stock condition survey. Cyclical external re-decoration may also apply to some of the Leasehold Schemes for the Elderly (LSE)

Re-sales: Term used to describe the procedure when you sell your home or share of a Shared Ownership home.

Service Charge: A charge which covers expenditure required to maintain the conditions specified in the lease. Charges may include the cost of delivering services specified within the lease e.g. warden service, gardening and cleaning contracts and may also cover the cost of communal heating and lighting etc.

Shared Owner(s): Person(s) who has purchased an equity share in an apartment, house or bungalow (other than an LSE property). Shared Owners often purchase either 25%, 50% or 75% equity shares and at most schemes, shared owners can staircase up to 100% ownership.

Sinking Funds/Provisions/Long Term Maintenance Fund: These are all terms used to describe a fund set up to budget for major expenditure e.g. roof repairs, window replacement and cyclical re-decoration etc.

Staircasing: The process of purchasing additional shares of your home if you are a Shared Owner.

Tenant Services Authority (TSA): This is the operating name of the Office for Tenants and Social Landlords, the regulator of housing associations and providers of social housing. The TSA has taken over the regulatory work of the Housing Corporation.

Legal words commonly used in Lease Agreements

Common Parts: The parts of the building or estate that can be used by all the residents e.g. stairs, lifts, paths, communal gardens etc.

Covenants: A legally binding promise as a condition of the lease.

Demised Premises: The part of the building which has been sold to you and is your responsibility. This will be defined at the beginning of your lease and will be detailed in red on your title plan.

Exemptions and Rights: Those rights which we keep, as landlord, over your home e.g. drainage rights through shared pipes, access for repairs etc.

Landlord or Lessor: The owner of the land and building, who is entitled to receive rent, ground rent and service charge (as applicable in the lease) and to who your property will revert when the lease comes to an end unless you formally extend your lease or in certain circumstances, purchase the freehold.

Reservations: Those rights which we retain from the property sold or let to you.

Tenant or Lessee: The person who owns the benefit of the lease and has the right to live in the property.



SECTION 2

Customer Service

- Customer Service Charter •
- Summary of Service Standards •
- Complaints, Compliments & Comments •
- Equality and Diversity •
- Data Protection •
- Involving Home Owners •



CUSTOMER SERVICE CHARTER – ‘Your Service – Our Promise’

We always aim to provide you with an excellent service.

To ensure you receive the level of service you deserve, we promise to:

- Treat you as an individual and with respect;
- Understand your individual needs and adjust our services accordingly;
- Be friendly and polite in our dealings with you;
- Provide you with clear information about the services you should receive and other relevant matters;
- Consult you on proposed changes to services;
- Provide opportunities for you to be involved in influencing and monitoring service standards, in ways that suit your preferences;
- Provide you with as much choice as possible;
- Ensure our staff are committed to these standards and are fully trained in customer service;
- Ensure that any information you provide is treated in confidence;
- Respond positively to suggestions and complaints and provide feedback on any changes made.

Service Standards

“Johnnie” Johnson Housing aim to provide high quality services for our leaseholders. We have worked with leaseholders to develop comprehensive service standards. Detailed below are some of the main standards you can expect to receive if you contact us or we contact you.

If you would like a copy of the full set of Service Standards, please contact the Astraliving Team on 0845 600 1767 and we will forward these to you.

Astraliving will:

- Ensure a dedicated Leasehold Team is available to assist with queries and supported by the JJHT Call Centre is available between 08:30 a.m. to 5:30 p.m. (Mon – Fri, excluding Bank Holidays), to deal with repair requests and other enquiries
- Answer 85% of calls within 20 seconds and 93% within 60 seconds
- Consult leaseholders prior to implementing any major changes which may affect our delivery of services to you
- Conduct scheme consultations prior to undertaking major work and annually as identified for annual service charge and accounts
- Provide appropriate information and advice for existing and prospective leaseholders on procedures and lease requirements for staircasing, buying and selling leasehold and shared ownership properties
- Regularly monitor leaseholder satisfaction with our services

Complaints, Compliments and Comments

Policy Statement

The following statement sets out our approach to complaints, compliments and comments. Our aim is to provide effective means for you to provide feedback on our services.

We always seek to deliver high quality services. However, sometimes things go wrong and the service you receive may fall short of your expectations. We welcome the opportunity to put things right and to learn from the experience to improve services in the future.

Sometimes it may be appropriate to consider mediation where both parties believe this could be a constructive way to resolve issues. This may be suggested as a way forward either by yourself or the Trust. We would only proceed with this with your agreement.

We also need to hear from you about aspects of the service that you appreciate so that we understand and build on what works well. We therefore encourage you to compliment services where appropriate or, indeed, make any comments or suggestions on how services can be improved in future.

How to make a complaint, compliment or comment

You can make a complaint by telephone, in person, in writing (by letter or e-mail to complaints@jjhousing.co.uk). A form is also available on request on our website to help you provide details of your complaint.

How will complaints be dealt with?

If you wish to register a complaint you should firstly speak to your housing manager or contact any member of the Astraliving Team on 0845 600 1767.

At this stage we will try to resolve your complaint immediately. If that fails to resolve the matter, or you consider this approach inappropriate, you may contact us in any of the ways below:

Step 1:

At this stage we will advise you who will be looking into the matter and respond within 15 days.

Step 2:

If you are not satisfied with the response you may contact us and ask for your complaint to be reviewed. At this stage the Chief Executive or a Director will review your complaint and respond within 15 days.

Step 3:

You may ask for the complaint to be referred to a complaints panel which will comprise of at least 3 Board/Committee Members, including a resident representative. The appeal panel will review your complaint on behalf of the Board of Management and will offer you a personal hearing. You may ask for a friend/relative or other adviser to accompany you as an observer at any hearing. The Appeal Panel will notify you of its decision within 28 days of receiving your appeal.

At each stage we will try to acknowledge your communication within 3 working days.

At all stages complaints will be closed after one month where no response is received from the complainant.

All complainants have the right to contact the Independent Housing Ombudsman at 81 Aldwych, London WC2B 4HN – Tel No: 0300 111 3000 – Fax No: 0207 831 1942 or E-mail: info@housing-ombudsman.co.uk

The Ombudsman will normally expect you to have followed the above steps before considering a complaint further.

Passing on a compliment and comment

We also welcome any compliments about our service because we can learn as much from things that work well as things that go wrong. For example, a compliment may identify good practice that we can use elsewhere.

Compliments are also valuable in recognising the efforts of staff and supporting staff morale.

If you wish to compliment our service you can contact us by telephone, in person, in writing (by letter or e-mail). A form is also available on request on our website.

You may simply want to pass on a constructive comment or suggestion to help us improve our service. We welcome that too.

Contact information:

Tel: 0845 600 1767

www.astraliving.co.uk

Astraliving Team

“Johnnie” Johnson Housing Trust

Astra House

Spinners Lane Poynton

Cheshire SK12 1GA



Equality & Diversity

Our vision for equality and diversity: “Valuing Differences – responding positively to communities and individuals”

We will value the diversity of leaseholders by:

- Treating everyone fairly and with respect
- Ensuring all new leaseholders are made aware of our commitment to diversity
- Being clear about what kind of behaviour is unacceptable to the Trust
- Ensuring we support leaseholders who may suffer from harassment or discrimination.

For more information please contact the Leasehold Helpline on 0845 600 1767 and request a copy of JJHT Equality and Diversity Information leaflet.



Data Protection

We hold confidential information about leaseholders and we store information in accordance with the conditions of the Data Protection Act and other relevant legislation. The Data Protection Act 1998 applies to information that we hold about you on our computer system and in paper files. Under this Act, you have the right to:

- be told what information we hold about you, why we have it and who we may give it to
- have copies of the information we hold about you (we may make a charge for photocopying)
- correct any inaccurate or misleading information.

For further information please contact the Astraliving Helpline on: 0845 600 1767 and request a copy of JJHT Data Protection Policy



Involving Homeowners

“Johnnie” Johnson Housing Trust is committed to developing a culture which enables residents to influence the activities and services delivered by the Trust. Customer Involvement is part of our strategy to provide excellent customer services. Our intention is to manage properties in accordance with the requirements of the lease whilst acting where possible in line with the wishes of leaseholders. We welcome your feedback, questions, comments and suggestions.

We can provide advice and guidance to leaseholders to help establish correctly constituted Residents’ Associations which can be formally recognised by the Trust and can play a key role in ensuring effective management of schemes.

We regularly review the way we involve our customers and we strive to provide a wide range of opportunities for leaseholders to get involved, make decisions and influence the service we provide including involvement through:

- joining the Homeowner Involvement Group or Service Improvement Groups
- completing surveys & questionnaires
- joining email forums
- joining Focus Groups reviewing specific issues
- attending scheme consultation meetings.

For more information about how you can get involved please contact the Astraliving team on 0845 600 1767

SECTION 3

Your Lease

- Guide to Your Lease •
- Frequently Asked Questions •



Guide to your Lease

What is a Lease?

A Lease is an extremely important legal contract relating to the occupation and ownership of your home and sets out the legal relationship between you, the leaseholder and us, the landlord. When you sign the lease or take over an existing Lease you are agreeing to certain responsibilities and so are we. The lease grants you a number of rights but also serious obligations which you need to understand when you buy your new home.

It is essential that you seek legal advice prior to signing the lease and make sure that your solicitor goes through each clause of the lease with you. Ask your solicitor to provide you with a copy of your Lease when you purchase your property.

Main terms of a Lease:

The main sections of a Lease give you details on the following:

- A description and outline plan of the property, defining the boundaries and areas you are responsible for
- Definitions of your scheme and your block or building are important as if a service charge applies, it will be based on these
- Rent and/or service charges you must pay
- How and when the rent and service charges are reviewed
- Items that may be included with your service charges including the types of services that will be provided. These are also important as your service charges are also based on these
- The Lease is likely to tell you what proportion of the service charges you will have to pay but may not indicate exactly what you will be paying for or how much
- The Lease details whether or not you are required to contribute to a Sinking Fund and if so how this will be paid. Some Leases allow for collection of the Sinking Fund contribution as part of the annual service charge calculation and in others, the sinking fund contribution is collected when the property is re-sold
- The length of the Lease. If it is a new Lease it may run for 99 or 125 years. If it is an assignable lease it will start from the date the first owner bought the property. If this took place 15 years ago and the lease is 99 years, there will be 84 years left of the Lease

- The Lease will give details of the full market value of the property and the amount you have to pay depending on the share you are purchasing. This could range from 25% to 100% depending on how much is being sold and the age group the property has been built for. At most Leasehold Schemes for the Elderly the maximum equity share you can purchase is 70%
- Details of rights, such as rights to use shared areas
- Details of when and why staff can come into your home
- Information about maintaining the scheme, block or building and inside of your home
- The rights and responsibilities of the landlord
- Your rights and responsibilities as the leaseholder
- The rights to end the lease in certain circumstances
- Rent. You are likely to have to pay a monthly rent if your share is 25% or 50% (and possibly 75% if the property is for general sale and not specifically for the elderly). The Lease will indicate if you need to pay rent and your solicitor will confirm the amount, payment method etc. We will also provide you with this information.
- Information about ground rent. This varies from property to property. The Lease will indicate if you need to pay a ground rent on your home. This is normally paid within the service charge. Your solicitor will confirm your obligation
- Details about buildings insurance
- Buying more shares in your home (staircasing).

Frequently asked question about your lease:

Can the Lease be changed?

The lease can only be changed in exceptional circumstances. In general, the conditions of the lease can only be changed if we both agree to the changes, and/or by the direction of a court or Leasehold Valuation Tribunal.

There are specific procedures that need to be followed in these instances and you will need to get legal advice.

If the change or correction to your lease involves one of the clauses that the Tenant Services Authority (TSA) considers to be fundamental to shared equity home ownership, JJH will also need to obtain their agreement to the change.

For more information or advice about changing your lease please contact the Astraliving Team on: 0845 600 1767

What are my obligations within the lease?

Obligations vary from lease to lease, but cover such items as:

- Keeping the property in good repair
- Paying charges
- Not causing a nuisance
- Not altering your home without asking for permission from the landlord.

Please refer to your lease agreement for details of the specific obligations applicable.

Are there any specific restrictions in my lease?

Check your Lease for specific restrictions applicable. These may include restrictions on keeping pets, putting up TV aerials, car parking etc. Please make sure you are made aware of these restrictions.

Your lease also details other things you may be able to do including buying more shares in your home or selling your share to somebody else if you want to move, and tells you how to do it. It may allow you to:

- Staircasing i.e. 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.

What do I do if I think you are not complying with the landlord responsibilities within the terms of the lease?

Should you have a dispute with us, we have a complaints procedure to help resolve the situation. If there are still problems even when you have exhausted our complaints procedure, you can complain to the Independent Housing Ombudsman (see the Complaints, Compliments and Comments section for contact details).

However, if your dispute is over certain matters connected with your lease, 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 or contact the Astraliving Team for more information and advice.

Can JJHT end my Lease?

We can only end your Lease if you break some of the conditions of the lease. For example if you do not pay the rent or service charges. It would be very rare for us to foreclose your Lease and we would be required to prove the requirement to do so in a Court of Law.

If we consider that you have broken the conditions of your Lease we will write to you. We will explain how you are breaking the conditions of your Lease and what you must do to put it right. If you continue to break the conditions of your lease, we may ask a court to end your lease.

The court will ask us to prove that:

- You have broken the conditions of your Lease; and
- it is reasonable for you to lose your home as a result.

Can I purchase outright?

Leases vary from scheme to scheme but most shared ownership leases will allow for staircasing provision up to 100% of the property. However, the Leases for most of the Leasehold Schemes for the Elderly normally only allow leaseholders to purchase up to 70% of the equity in their home.

What is staircasing?

If you live in your home under the shared ownership scheme, but do not own all of your home and you want to buy an extra share, this is called 'staircasing'. For example you may have initially purchased a 25% share, but find that your improved financial circumstances would now allow you to purchase a further 25% taking the share you now own to 50%. Since the rent you pay is calculated in relation to the share you do not own, by "staircasing" not only do you increase your financial interest in the property, but also you reduce your monthly rent payment.

What do I do when I want to sell?

If you want to sell your home, the lease normally states that you must inform JJH first. You should inform the Trust in writing that you want to move and we will undertake to find a purchaser for your share from our waiting list. This helps to make sure that as many people as possible benefit from shared ownership.

For more information on selling your home contact the Astraliving Team and request leaflet titled: 'A Guide To Selling Your Home'.

Who benefits from any increase in value when I sell?

As the leaseholder you will benefit from a share of any increase in the value of the property according to the share you own, but you should be aware you may be affected by any fall in values. For example, if the property value has increased by £5,000.00 and the percentage share you own is 50% the value of your share will have increased by £2,500.00. House prices can fall as well as rise, if so you would similarly bear a share of the loss.

What if I want to reduce my share?

Consideration will be given by the Trust to buy back a share in your home in occasional circumstances. If you wish the Trust to buy back a share in your home you will need to write to the Astraliving Manager detailing your circumstances for consideration.

Can more than one person purchase a lease?

Two or more adults can hold a joint Lease. You are a joint leaseholder if you bought your home with another adult and both of you signed the Lease. In this case you would also need a joint mortgage if required.

The rights, responsibilities and other conditions contained in the Lease apply to each of the joint leaseholders equally.

You can add an extra leaseholder or remove a leaseholder from the Lease if all existing leaseholders agree. Please note that your service-charge or rent account (or both) must be clear.

You will need our permission and the permission of your mortgage lender in both cases.

You will also need a solicitor to deal with the transfer of the Lease. You will have to pay all the legal costs.

What happens if my relationship breaks down?

If you hold a joint Lease with a partner and the relationship breaks down, one of the partners can take on the lease. You will need our permission and the permission of the mortgage lender. We will try to help and we will give permission if we can. We will not give permission if we think the remaining leaseholder cannot afford to pay the mortgage, service charge and other costs.

If you cannot agree who should take on your Lease, you must ask a court to decide.

What happens to the lease if I die?

You may be able to pass on your Lease in your will. If you are a joint leaseholder, you may be able to pass on your interest in the Lease, but you should be aware of any restrictions in your Lease.

We would recommend that you seek advice from your solicitor in relation to preparation of your Will. If you die without leaving a Will the lease might not pass to the person you think it would.

Can I sublet my home?

Generally your Lease will not allow you to sublet your property.

Can I make alterations and improvements to my home?

If you wish to make any alterations/improvements to your home, you will need to apply to JJH in writing providing details about the proposed alteration and/or improvement. This includes alteration of windows, construction of porches and conservatories, replacement kitchens/bathrooms and structural alterations inside the property.

We will consider the request and if reasonable, grant permission on the condition that the work is carried out at your own expense by a competent builder. It may be necessary to formalise consent through a legal agreement and you would be required to meet the legal costs incurred.

You will normally be responsible for the future maintenance and replacement of the 'improvement' or alteration e.g. conservatory, porch etc.

SECTION 4

Rent and Service Charges

Rent •

Service Charges •



Rent and Service Charges

Depending on the type of property you live in you may be required to pay a rent and/or service charge. You will be informed of this requirement when you purchase your home. In most cases rent and service charge payments are reviewed annually.

Rent

If you are required to pay rent, the amount you pay will vary depending on the amount of equity you have purchased e.g. if you own a 25% share in your home you pay 75% of the normal rent for the share you have not bought. The amount of rent you pay would reduce if you have purchased 50% or 75% equity.

Ground Rent

As a leaseholder you may have to pay a yearly rent to us as the owner of the land your property is built on. The amount you pay is set out in your lease and may change. You will receive prior notification of any changes to this.

Service Charges

You may be required to pay service charges if you live in a flat, house or bungalow that has communal areas and/or where services are provided. Please refer to your lease for clarification about the services JH are required to provide and that you are required to pay for.

Where applicable, the service charge is payable from the date you complete the purchase of your home and remains payable until the property is sold.

The service charge is reviewed on an annual basis. Each year we calculate a service charge estimate for your scheme (if applicable) and the service charge payable is based on this. We will send you an annual account in respect of the service charge income and expenditure for your scheme.

Annual Service Charge Accounts Timetable Summary:

February/March – We produce and send out estimated service charge accounts which detail actual expenditure and also include estimates of anticipated expenditure through to the end of March. This information is used to estimate the new service charge to be collected from April.

March – After we have sent out the estimated service charge accounts, the Housing Manager will normally arrange a scheme meeting which provides an opportunity for you to raise any queries or concerns in relation to the service charge accounts.

April/May – The End of Year accounts are produced detailing the ‘actual’ expenditure at the scheme through to the end of the financial year.

May – July - The End of Year Accounts are audited by independent external auditors.

September – A set of audited End of Year accounts is sent out to leaseholders. If there is a significant difference in the amount of service charge we are collecting, based on the estimated service charge produced in February, and the amount we should be collecting it may be necessary to re-invoice you in order to avoid you paying too much or too little for the remainder of the year.

A separate leaflet explaining some of the key elements of the service charge accounts is available on request. Please contact the Astraliving team on 0845 600 1767 and request the leaflet titled ‘Guide To Service Charge Accounts’.

Rent and/or Service Charge Arrears

If you are required to pay rent and/or a service charge in accordance with the terms of your lease, you must pay these promptly.

Please note: You may be at risk of losing your home if you do not pay your rent /service charges or maintain mortgage payments. If you are having problems making payments, please contact the Astraliving Team on 0845 600 1767 as soon as possible:

- The Housing Manager can provide necessary guidance, information and advice to help you manage your debt more effectively
- You may be eligible to claim for one or more of a range of benefits and the Housing Manager will be able to provide you with further information about these
- Early contact may help you to avoid the arrears becoming serious
- If you fail to make and keep to an arrangement to pay off your arrears, JJHT can recover arrears from your mortgage lender so it is important that you keep us both informed about any financial difficulties you may have
- JJHT can obtain possession of the property by applying to Court for an order of forfeiture and possession order
- JJHT may charge interest on any outstanding arrears.

Payment of service charge and rent

We usually collect service charges in 12 equal monthly instalments. If you are a shared owner we collect the service charge with your rent. You can pay your service charge and rent in a number of different ways although most leaseholders choose to pay by Direct Debit:

- **Direct Debit** – is the easiest method of paying your service charge/rent. Your monthly charge will come straight out of your bank account. When the monthly charge changes we will inform you and your bank. Please contact us if you would like to pay by direct debit and we will arrange for a form to be sent to you
- **Bankers Standing Order** – Your monthly charge will come out of your bank account however you have to tell the bank when your charge changes
- **Rent Payment Card** – at the Post Office. If this is your preferred method please request a Rent Payment Card. The Post Office will issue a receipt when you pay with your card
- **By post** – You can send a cheque or postal order to Rent Accounting, Astra House, Spinners Lane, Poynton SK12 1GA. Cheques should be made payable to “Johnnie” Johnson Housing Trust Ltd. Please write your rent account number and your name and address on the back of your cheque to ensure that the payment reaches your account without delay.

PLEASE DO NOT SEND CASH BY POST

- **By telephone** – you can use your debit or credit card to pay by telephone. Call the Astraliving Helpline on 0845 600 1767
- If you are eligible for Housing Benefit you can arrange for it to be paid direct to the Trust by the local Council. If only part of the total charges is covered by Housing Benefit you will need to pay the rest using the other payment methods outlined.
- **Pay on-line** – through the website – www.astraliving.co.uk



SECTION 5

Repairing, maintaining and insuring your home

- Repair Responsibility •
- Reporting a repair •
- Major Works •
- Buildings Insurance •
- Contents Insurance •



Repairs and Maintenance

Your lease outlines who is responsible for repairing and maintaining the inside and outside of your home. The lease does not state every type of repair which may arise and if you require clarification about a particular repair please contact the Astraliving Team on: 0845 600 1767.

All JJH homeowners will normally be responsible for maintaining the inside of their home including plumbing, heating, decoration etc.

If you have purchased a new property there is normally a minimum 12 month 'Defects Period', however this period starts from the time the property is handed over to JJH from the developer and not from the date you purchase the property from JJH. Most new schemes will be covered by an NHBC Building Guarantee covering the first 10 years. Please contact the Astraliving Team for more information if required.

Table summarising normal repair responsibilities:

Type of lease	Internal	External/Communal
Shared ownership Houses & bungalows	Leaseholder	Leaseholder
Shared ownership apartments	Leaseholder	JJH
Leasehold Scheme for the Elderly (LSE)	Leaseholder	JJH

Please note where JJH show as responsible for external/communal repairs, we are only responsible for managing the repairs and maintenance required – the cost of work is paid for by leaseholders from the service charge and reserve fund contributions. Refer to your lease for the specific responsibilities applicable.

Reporting repairs (if applicable)

If you need to report a repair you can telephone the Astraliving Team or where applicable contact your Scheme Manager or Visiting Warden. Alternatively, you can report it to your Housing Manager when he/she visits the scheme or report on line via the Astraliving website - www.astraliving.co.uk

When you report a repair we will be able to tell you whether the repair is our responsibility and whether the repair is being handled as an emergency, urgent or non urgent repair. This will depend on the nature of the repair and will determine how long we will give the contractor to complete the repair.

Repair Classification and Response Target:

- **Emergency repairs** – We aim to attend within 24 hours of report
- **Urgent repairs** – We aim to attend within 3 working days of report excluding Saturday and Sunday
- **Non-urgent repairs** – We aim to attend within 28 days of report.

Table showing examples of the three classifications of repairs

Target	Example of a repair
Emergency repairs	<p>Dangerous wiring</p> <p>Dangerous structure</p> <p>Total failure of lighting inside shared areas</p> <p>Damage to basement or ground-floor doors or windows in shared Areas which may affect security</p> <p>Total failure of a door-entry phone or lift or failure of the warden call system on our retirement schemes</p>
Urgent repairs	<p>Significant damage to gutters, downpipes and drains</p> <p>Communal electrical faults including faulty plug sockets and switches and changing of light bulbs (where no other source of light is available)</p> <p>Minor plumbing or roof leaks</p> <p>Damage likely to be dangerous, eg, loose masonry</p> <p>Repairs to damaged flooring where a tripping hazard exists</p>
Non-urgent repairs	<p>Blocked gutters which are not causing serious damage or flooding</p> <p>Leaking rainwater pipes</p> <p>Blocked yard gullies</p> <p>Minor plumbing or roof leaks</p>

Major repairs

When we need to carry out major works such as replacing windows etc. we will consult with you in accordance with the requirements of legislation including Commonhold and Leasehold Reform Act 2002.

Buildings Insurance

Under the terms of your Lease “Johnnie” Johnson Housing Trust are obliged to provide the buildings insurance for your home. You are responsible for paying your part of the insurance premium through your service charge or as an individual charge according to the terms of your lease.

The Buildings Insurance provides cover for specific hazards including fire, flood, water damage etc. If you think that you may be entitled to claim against the Buildings Insurance please contact the Astraliving Team on 0845 600 1767.

The insurance does not cover the contents of your home. You are strongly advised to arrange your own contents insurance cover for personal belongings.

As a leaseholder you have a right to:-

- A copy of the insurance policy summary of cover.
- Inspect the policy document and take a copy of the policy document (we can make a reasonable copying charge).
- Proof that we have paid the insurance premium.

You should be aware that there is normally an excess of £100.00 (at time of writing) on each claim. The excess is payable either through your service charge or may be your own personal responsibility, depending on the nature of the claim.

Making a claim

All claims must be made by the Trust as policyholder. If you think you may be able to make a claim, please advise your Scheme Manager, Visiting Warden or Housing Manager as soon as possible.

PLEASE NOTE: You can obtain a copy of the policy from your Housing Manager or by telephoning the Astraliving team on 0845 600 1767.

Contents Insurance

JJHT do not insure the contents of your home and we strongly recommend that you take out Contents Insurance cover to protect you in the event of an emergency such as fire, theft, water damage etc.

We have negotiated preferential rates for Contents Insurance which is available to all our tenants and leaseholders. Please contact the Astraliving Team on 0845 600 1767 and we will arrange for a Contents Insurance information pack to be sent to you.



SECTION 6

Looking After Your Home

- Gas Safety •
- Electrical Safety •
- Fire safety •
- Smoke Alarms •
- Burst Pipes •
- Energy Saving Tips •
- Keys •
- Condensation •
- Disabled Adaptations •
- Burglars & Bogus Callers •



Gas safety

Do not tamper with your gas supply. If you do smell gas or you suspect that you have carbon monoxide coming from any of your appliances call the National Gas Emergency line on:

 **0800 111 999**

It doesn't matter what time of day or night you ring – they have trained operators working round-the-clock waiting to take your call.

Carbon Monoxide is known as the “silent killer”. The gas has no taste, colour or smell and can kill without warning in a matter of hours. Symptoms of Carbon Monoxide poisoning can often be mistaken for flu, even by medical professionals, and can include headaches, dizziness, nausea and exhaustion.

Other signs of a carbon monoxide leak in the home are yellow or brown staining on or around gas appliances, rising condensation around windows and yellow-tinged pilot lights that frequently blow out.

If you have gas appliances you should arrange for these to be serviced annually by a Gas Safe registered contractor.

Please contact the Astraliving Team for information about how to join the Gas Servicing Scheme on 0845 600 1767

Electrical safety

Do not carry out your own electrical repairs, use an NICEIC approved electrical contractor. Remove plugs from sockets of any appliances not in use. Regularly check that your plugs are in good order and are wired and fused. Do not run more than one appliance from the same socket and never run electrical fittings from a light fitting. Check the condition of flexes regularly. Follow the maker's instructions when using appliances.

Fire safety

Make sure that open or radiant fires are properly guarded. Make sure cigarettes and matches are out before emptying ashtrays. Keep all matches, candles and lighters away from children. Do not dry clothes over heaters, cookers or fires. Close windows and internal doors at night to prevent spread of fire. If you use solid fuel, have your chimney swept at least twice a year.

Smoke alarms

It is in your interest to ensure that you have satisfactory alarms fitted. Where there is a battery alarm, ensure that you check the battery regularly, change the battery at least once a year and renew it immediately if the low battery 'beep' sounds. Smoke alarms should not be covered up

Burst pipes

During winter months take precautions to prevent burst pipes. Make sure that your home is heated. If you go away, leave the heating on, where you can, but turn the thermostat down to 10°C. If you are unable to leave heating on, make sure that your water is turned off at the stop tap and the hot water, cold water and heating systems are drained down. Damage caused to your contents and belongings will be your responsibility.

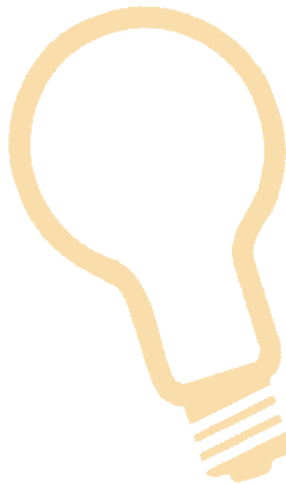
Energy saving

There are many things that you can do in your own home to reduce the amount of energy you use. For example, remember to switch off lights when not required, try using low energy light bulbs and switch off domestic appliances – if you leave them on standby they are still using electricity. Please contact the Astraliving Team for more information on 0845 600 1767.

Keys

Always keep your keys in a safe place. Do not keep them with anything that has your address on it when you are out of the home.

In blocks of flats, keys are often part of a suited system. For security reasons you cannot get these cut without our written permission. If you lose your keys, you must pay for any replacements.



Condensation

Condensation is a common problem particularly in new properties. Our top tips for combating condensation are:

- After a bath or shower, try to ventilate the room to the outside air, rather than the rest of your home by opening the bathroom window and closing the door. If you have an interior bathroom without a window, make sure that the mechanical extractor fan is switched on to its highest setting and keep the door shut until all the steam has cleared.
- Make sure all mechanical extractor units installed within your kitchen are on before you start cooking and/or open a window. Don't leave pans simmering uncovered – use a lid.
- Dry your laundry outside, or in a room that is ventilated to the outside, with an open window. Your clothing may take longer to dry but less moisture will be absorbed into the air. If you have a tumble drier, make sure that it is vented to the exterior.
- Avoid overfilling cupboards and wardrobes. If possible use slatted shelves to allow air to circulate.
- Avoid using paraffin heaters and bottled gas.
- Leave trickle vents open and regularly air all rooms by opening windows for a short period.

Disabled adaptations

If you have a disability and you need adaptations in your home to enable you to remain independent, you may be entitled to a grant from your local authority. For further information contact the local authority Special Needs Housing Officer or telephone the Astraliving Team for more information.

Burglars and bogus callers

Bogus callers or conmen/women use a variety of stories to gain access to a person's home in order to steal. They may pose as official callers from a local authority or a utility company etc. They offer a plausible explanation for needing to enter your home.

Rogue traders are people who pretend to be builders needing to carry out urgent repairs or sales people offering bargain products. They often pressurise householders to pay in advance for materials or do poor work at highly inflated prices.

A common factor is that both bogus callers and rogue traders often prey on vulnerable older or disabled people. They often succeed because they sound believable. Don't be fooled!

Some simple precautions may help you to remain safe in your home:

- Think before you open the door – use a chain or spy hole if you have one or look out of the window to see if you recognise them.
- Ask callers for proof of identification – Check these carefully and if you are unsure, telephone the company the caller claims to be representing using a number from a telephone directory and not a number that they may give you.
- Be aware of callers who attempt to distract you by claiming that they have seen something untoward in your garden or somewhere which may encourage you to leave your home or to go into another room.
- Do not leave notes outside your home for callers when you are out.
- Ask strangers for proof of identity before letting them into your home or your building if you share an entrance with others
- If you are not convinced of the identification of the caller – **DO NOT LET THEM IN!** Treat every stranger with caution and never open the door to somebody that you do not know. If you have suspicions about a caller, telephone the police.
- Make sure you have secured all windows and locked doors whenever you go out.
- At night, make sure ground floor windows, and the windows near to drainpipes and flat roofs are all secured.
- Do not leave keys under a mat or on a string behind the door.

SECTION 7

You and your neighbours

Anti Social Behaviour •



Anti Social Behaviour

JJHT want to provide good quality homes in neighbourhoods where people want to live. To help us achieve this, we ask that you are considerate to others living around you. Neighbour disputes can be difficult to resolve. JJHT will try to support and advise you if you are experiencing difficulties.

Please avoid such disputes wherever possible and treat others around you as you would like to be treated.

JJHT is committed to tackling anti-social behaviour where possible. We recognise that this can be a serious problem. We will investigate issues that are reported to us and where appropriate we will enforce lease conditions in an attempt to stop the problems. If problems continue we will review evidence and see if there are legal remedies available. We will work with local authority partners aiming to create safer neighbourhoods.

If you are suffering from harassment, threats, criminal damage or any other criminal activity you should ring the police first and then contact us to see how we can help and/or support you.

Harassment can sometimes be deliberate and is often motivated by prejudice such as racism or homophobia. The person harassing others may target his or her victims. Tell us if you are a victim of harassment we may be able to help and we will use our powers under tenancy and lease agreements where possible.

Always contact the police if the person harassing you:-

- Attacks you, or threatens to attack you or
- Carries out or threatens any other criminal act

If you require more information and advice about Anti-Social Behaviour please contact the Astraliving team on 0845 600 1767

A separate leaflet: 'Dealing with Anti Social Behaviour' is available on request.

Living with your neighbours

Residents in our schemes reflect the diversity of the local community and within our schemes we have leaseholders and tenants of differing sex, racial origin, sexual orientation, age and religious belief; some will be able bodied and others with disabilities. It is important that residents respect one another, their beliefs and life styles and to live in the community without causing a nuisance or harassment to others.

What is the most common cause of nuisance between residents?

Only a small number of residents are exposed to serious nuisance but noise disturbance can be a problem.

Be considerate to your neighbours and keep noise, especially from televisions, music systems and radios down to a minimum. Please take particular care about the level of noise you make between 11:00 pm and 7:30 am.

SECTION 8

Home Ownership

Staircasing •

Selling Your Home •



Staircasing

If you live in a shared ownership or leasehold retirement property you may have the option to increase the share of the property which you own. This process is called "Staircasing".

Shared owners may be able to purchase up to 100% of the property. There is a restriction in the amount of equity you can purchase at some schemes. Shares are normally increased in multiples of 25% although some leases will allow for differing multiples.

The procedure for staircasing is relatively straightforward:-

- The leaseholder must serve notice upon "Johnnie" Johnson Housing stating the percentage they intend to purchase.
- "Johnnie" Johnson Housing Trust will obtain a valuation, at the date of the above notice and notify this to the owner within 21 days of receipt of the above notice.
- The valuation will disregard any improvements made by the owner.
- The leaseholder may choose to obtain an alternative independent valuation if they do not agree with the initial valuation.
- The valuation must be agreed with "Johnnie" Johnson Housing Trust.
- This valuation will be binding on both parties.
- The leaseholder is responsible for all valuation costs, even if the staircasing transaction does not proceed.

- "Johnnie" Johnson Housing Trust advise the owner of the sum payable for additional shares in the property and the revised rent which would be payable upon the purchase of additional shares.
- Upon receipt of the valuation the owner may, at any time within 3 months, pay us a sum equal to the share being purchased.
- Apart from the valuation fees, which are the owners' responsibility, each party is responsible for meeting their own legal costs associated with the staircasing process.
- At completion the owner will also be responsible for paying any arrears of rent and service charges, valuation fees and any other outstanding amounts due to us.
- Upon completion of the staircasing we will notify them of the new rent payment which will apply.

The owner will be responsible for completing the Memorandum of Staircasing annexed to the original lease, which we hold with the solicitor.

How do I sell my home?

If you want to sell your home, you must inform JJH in writing first. We will inform you in writing of the charges that will apply on completion of the sale.

The majority of leases contain a clause giving JJH the right to nominate a prospective purchaser from our waiting lists however if we do not have anyone interested in purchasing your home then we will give permission for the property to be sold on via an Estate Agent. If an Estate Agent is instructed we must be informed when a purchaser is found and we will need to complete an assessment with them to ensure they meet the allocation criteria applicable.

For more information and advice about selling your home please contact the Astraliving Team on 0845 600 1767 - A 'Guide to Selling Your Home' leaflet is available on request.



SECTION 9

Supported Retirement Schemes

- **Scheme Manager/Warden Service**
 - currently applicable to Manston Lodge, Stonehurst, St Andrews Court, Maypool Gardens, Burnage phase 1 & 2
- **Telecare Emergency Alarm Service**
- **Scooter Policy**



Retirement Schemes

Leasehold retirement housing is designed to promote and encourage independent living for older people. The services provided are consistent with this aim. Some properties receive services from a Resident or Non Resident Scheme Manager others may have a Visiting Warden. Most of the retirement schemes have facilities available to link to a 24 hour emergency alarm service.

Scheme Manager Service:

Scheme Managers are usually employed at schemes which have communal facilities, such as a lounge, guest bedroom, laundry room etc. They normally work daily Monday to Friday either full time or part time depending on the scheme and the lease agreement.

At schemes where Telecare warden call equipment is installed, when the Scheme Manager is off duty, the 24 hour emergency Telecare alarm monitoring service will provide support to leaseholders.

Scheme Managers provide support to Leaseholders and monitor the safety and well being of all residents. A summary of their duties includes the following:-

- Make regular contact with residents to provide support, unless specifically requested not to do so.
- Dealing with an emergency by providing emergency assistance if needed.
- Visit residents who are unwell or request a visit and to offer support where there is concern about the welfare of any resident
- Welcome new residents and support them to settle into their home.
- Manage the use of communal facilities, including the letting of the guest bedroom (where applicable).
- Providing a link to relatives, neighbours, doctors and other agencies if required.
- Supporting residents to maintain independent living through an assessment and planning process.
- Monitor the services provided at the scheme to ensure that high standards are maintained.
- Report repairs to communal areas and equipment.
- Liaise with relatives and statutory care providers.
- Encourage and facilitate social activities.
- Carry out routine safety and equipment checks e.g. fire alarm tests etc.

The Scheme Manager is not responsible for providing personal care and cannot act as a home help or nurse. Scheme Managers do not administer medication, collect prescriptions, provide meals or do shopping or laundry. If there is a short-term emergency, the Scheme Manager may be able to offer some practical help and will support leaseholders to arrange longer term help if this is required including meals on wheels, homecare, home cleaning or any other support service required.

Health & Social activities

The Scheme Manager will encourage leaseholders to organise a wide range of events to suit the needs of leaseholders in the scheme and to maximise use of the communal facilities available.

Repairs & Maintenance

The Scheme Manager will:

- Monitor health and safety and security of the building and external areas reporting any risks identified and providing advice to leaseholders as required
- Supervise cleaning and gardening contractors
- Facilitate use of the shared facilities such as the laundry room and communal lounge etc.
- Arrange regular tests of the fire alarm system
- Check and report repairs, check on general maintenance contracts e.g. lifts and fire alarm systems

Administration

The Scheme Manager will:-

- Keep up-to-date records for residents and tell the call centre about any changes, maintaining and securing all documents safely for confidentiality and within the data protection requirements.
- Create and maintain support and service plans for leaseholders and review them regularly to monitor leaseholders' wellbeing.
- Keep records of accidents and injury to the building or individuals.
- Record dates of service inspections.
- Keep a list of furniture and other items in the shared parts such as curtains, pictures etc.
- Maintain a petty cash account for small amounts of money spent on things such as stationery and stamps.

Laundry

Some schemes have a laundry where residents can use washing and drying machines. The Scheme Manager will show you how to use the machines and may, if necessary, arrange times when they will be available to each resident. You may have to buy tokens or use coins to use the machines.

Shared lounge

Some schemes have a shared lounge which may be used for social and recreational activities as well as simply being a place where residents can meet and talk. We encourage people to use the lounges. Please discuss any plans you have with the Scheme Manager.

Guest rooms

A few schemes have a guest room which is available for leaseholder's family or friends to use for a small charge. The money received from guest-room bookings is paid into the service charge account for the scheme.

Relatives or friends of leaseholders who are seriously ill are given priority when booking the guest room. The Scheme Manager is responsible for taking guest rooms bookings, and you should ask him or her about availability.

Security and master key

Please help the Scheme Manager to keep the scheme secure.

Although the Scheme Manager has a master key; you do not have to worry about them invading your privacy as we have told them to only enter your home:

- In an emergency.
- When they are invited or have written permission.
- With your permission, for example, for essential repair work if you are away.

Please keep your front door locked at all times and don't fit extra locks to your door without consulting with your Scheme Manager. The Scheme Manager may need to enter your home in an emergency, and if you fit extra locks, the master key will not open the door.

Visiting Warden

Where there are no communal facilities some retirement housing schemes have a visiting warden service. Their role is similar to that of the Scheme Manager in that they aim to promote the independence and choices of residents. They make regular contact and visit residents who request them to do so. They monitor the quality of services provided to the scheme and report repairs to communal areas and equipment. They liaise with relatives and other agencies as needed.

Telecare Emergency Alarm Service

All retirement schemes have access to an emergency alarm system. In most schemes the equipment is automatically provided and in a few schemes, this is available if requested and an individual charge would then apply.

The emergency alarm system is monitored 24 hours a day, 365 days per year and provides a simple and effective way of calling for help by either pulling a cord, pressing the red button on a telephone dispersed alarm unit or activating a pendant alarm. The call will connect you through a telephone line to a trained operator who will help you by contacting emergency services, nominated relatives and/or friends or GP etc.

The Scheme Manager, Visiting Warden or Housing Manager will be happy to explain how to use the alarm and demonstrate the equipment for you. All residents are asked to supply details of nominated contacts, key holders and their GP and it is important that the control centre is notified of any changes to this information.

There may be a number of pullcords in your home, usually in the hallway, living room, bedroom and bathroom or the system may include a pendant alarm. If you have pull cords, we strongly advise you not to shorten them or tie them up as they may be out of reach if you should fall.

If you have a pendant or wrist alarm, we advise you to wear this at all times.

Most of the leasehold schemes are linked to Astraline, a 24 hour Central Control Service managed by “Johnnie” Johnson Housing.



**This handbook can also be produced in large
print, audiotape, braille or other languages**



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