



Your Homes  
Newcastle



# Your Actual Service Charge and Ground Rent Invoice 2010/11

[www.yhn.org.uk](http://www.yhn.org.uk)

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# Introduction

Your Homes Newcastle is a non-profit arm's length management organisation (ALMO) owned by Newcastle City Council. Your Homes Newcastle has been responsible for managing all of Newcastle City Council's tenanted and leased properties since 1 April 2004.

Newcastle City Council still owns the freehold of the building that your property is situated in but as managing agent, Your Homes Newcastle carry out the Council's responsibilities under your lease.

## What are Service Charges?

Service charges are your share of the costs of services provided by Your Homes Newcastle to your block and/or your estate on behalf of the council. The charges are due under the terms of your lease. What you pay for depends on the location of the property and the different services provided to the building where you live.

This booklet provides you with more information on the invoice that you have received and the services that you are paying for.



# Your Invoice Explained

Please tell us if either your property or correspondence address is incorrect

This is your payment reference number. Quote this whenever you wish to make a payment

Name and address of your landlords managing agent

Date:  
 Payment Reference Number:  
 Account Number:  
 Invoice Number:

The financial year your bill relates to

Property Address:

**Service Charge Expenditure for the period  
 01-APR-2010 – 31-MAR-2011**

Your service charge account is being managed by:  
**The Leasehold Team  
 Your Homes Newcastle  
 Benton Park Road  
 Newcastle upon Tyne  
 NE7 7LX**

Section 48 Landlord's and Tenant Act 1987 –  
 Your Landlord's Name and Address is:  
**Newcastle City Council  
 Civic Centre  
 Barras Bridge  
 Newcastle upon Tyne  
 NE1 8PR**

This is the name and address of your landlord

Service Charge Item	Estimated Expenditure (£)	Actual Expenditure (£)
These are the estimated amounts charged for each service provided to your block		These are the actual amounts charged for each service provided to your block
Total estimated amount for service charges	<b>Total £</b>	<b>£</b> Total actual amount for service charges

Difference between Estimated and Actual expenditure      £

**Including previous years charges and the current years estimated invoice, the balance of your service charge account (as at xxx) is:      £**

**If your account is in debt settlement is due within 10 working days of issue**

To pay your invoice please contact NCC Payments on **(0191) 277 7208**

If you are unable to pay in full, please contact the Income Section on **(0191) 278 8757**

This shows the overall balance of your service charge account. Any payments that you might have made since the date shown will not have been included

This shows who to contact to make enquiries about your Leasehold Service

This shows the difference between the estimated charge and the actual charge for all the services to your property in 2010-2011

# The Service Charge Billing Cycle Explained

**March 2011**

You will receive your **Estimated Invoice** for  
1 April 2011 to 31 March 2012

**You need to make payment on this Invoice**



**September 2011**

You will receive your **Actual Invoice** for  
1 April 2010 to 31 March 2011

**Your account will be adjusted to reflect the difference between the actual cost of providing the services and the estimated amounts shown on the 2010/11 estimated account**



**March 2012**

You will receive your **Estimated invoice** for  
1 April 2012 to 31 March 2013

**You need to make payment on this Invoice**

# Paying Your Invoices

Your Actual Invoice shows the true costs of the services that were provided to your block during 2010/11. If you have not paid your 2010/11 account in full please do so within **10 working days** of this invoice.

## Ways to Pay

**On line:** By logging onto Newcastle City Councils' website at [www.newcastle.gov.uk](http://www.newcastle.gov.uk) and selecting 'Pay for It' on the home page, then select 'Rent'. You can pay by Debit or Credit card.

**By Telephone:** You can ring NCC payments on **0191 277 7208** to pay your balance in full. Make sure that you have your payment reference number and a valid debit or credit card ready. If you can not pay your balance in full please contact the Income Section on **0191 278 8757** to discuss your circumstances.

**In Person:** At any of the offices shown overleaf.  
You can pay by cash, cheque or by Debit or Credit card.

**By post:** You can pay by cheque or postal order. **Please make them payable to Newcastle City Council**, write your payment reference number (shown on your invoice) on the back of the cheque or postal order and send to: Income Team, Your Homes Newcastle, YHN House, Benton Park Road, Newcastle upon Tyne, NE7 7LX.

**Please Note:** Credit card payments will be subject to a 2% handling fee. We do not accept American Express.

# Where to pay in person

## The Walker Centre

Airey Terrace, Church Walk, NE6 3HR

**Opening Times: 8.30am - 4.30pm Monday to Friday**

## NCC Customer Service Centres

Civic Centre Customer Service Centre, Sandyford Road, NE1 8PU

Outer West CSC, Denton Park Shopping Centre, West Denton Way, NE5 2QZ

East End CSC, 83 – 85 Shields Road, NE6 1DL

Kenton CSC, Hillsview Avenue, NE3 3QJ

Gosforth CSC and Library, Regent Farm Road, NE3 3HD

West End CSC, Condercum Road, NE4 9JH

**Opening Times: 8.30am - 4.30pm Monday to Friday**

# Service Charge Descriptions

The following is a brief description of the service charges on your invoice.

## Ground Rent

All Leaseholders have to pay an annual Ground Rent. Under the terms of the lease this is £10.00 per year. Your Ground Rent invoice is issued separately.

## Buildings Insurance

There is a block buildings insurance policy for your property which you are not allowed to opt out of. Please make sure you are not paying for a separate policy through your mortgage.

Your home is insured up to the agreed reinstatement value which is the estimated cost of rebuilding your home in the event of a total loss, and is not related to the market value of your property.

If you would like the re-instatement value of your home increased please contact the Leasehold Team who will arrange this for you.

All Leaseholders are required to arrange their own contents insurance.

## Insurance Tax

Insurance tax is charged at 5% of the premium you pay. This is set by the Government.

## Concierge and Cleaning Service

There are two types of Concierge:

- 24 hour sites that have lodges where staff are on duty 24 hours a day, 365 days a year.
- Resident sites that have staff who work 37 hours a week Monday to Saturday.

All sites are supported by day shift staff who provide a responsive service. There is also 24 hour access to the Concierge Service on freephone **0800 0731 389**.

The Concierge Service provides 3 main roles:

**Safety and Security:** Monitoring of CCTV, Door Access, Monitoring of Alarms, Daily Building Inspections etc

**Building Cleaning:** Providing cleaning services or monitoring of building cleaning services

**Good Neighbour Role:** Accepting Parcels, Retaining Keys, Reporting Repairs etc

A cleaning only service is also provided to a number of blocks.

There is three different levels of charge depending upon the type of service provided to your block.



## Communal Lighting

This covers the electricity used to provide the communal lighting in your block. Communal lights are located on stairs, landings, in lifts, porches and external walkways or communal areas. It does not include day to day repairs that may be carried out. These are charged separately.

## Lift Maintenance

This covers the cost of the annual maintenance contract for servicing the lifts. Any additional repairs and maintenance required to the lifts that are not covered under this contract will be recharged to you separately in addition to this charge.



## Door Entry System

This covers the cost of the twice yearly maintenance visits that are carried out at your block. Any additional repairs and maintenance required to the door entry system that are not covered under this contract will be recharged to you separately in addition to this charge.

## Management Fee

The Leasehold Team is responsible for dealing with all matters relating to Leasehold properties, examples of which are:

- Issuing Service Charge and Ground Rent Demands
- Consulting with Leaseholders over major works, planned maintenance and painting programmes
- Consulting with Leaseholders over long term partnering arrangements
- Complying with statutory legislation and notices relating to Leasehold ownership
- Organising Leasehold participation events
- Producing literature that may be of interest to leaseholders
- Dealing with all other Leaseholder customer enquires

Under the terms of your Lease you are required to pay towards the costs incurred by your Freeholder in providing a Leasehold Management Service.

The Management Fee covers the cost of running the Leasehold Service. All leaseholders are charged the same fee.

## Routine Repairs

This is for your share of the cost of repairs to the structure of the block and communal areas that have been carried out to your home during the year. For example, the charge may include repairs to the roof, windows and doors in communal areas, stairways, corridors, lifts, lighting, drains, exterior brickwork.

# Frequently Asked Questions

Before you contact the Leasehold Team you may find some helpful information in this guide.

## My Service Charges

### Why are you charging a Management Fee?

Your lease states that it is reasonable for us to charge a management fee to cover the costs of the Leasehold Service. We charge a standard fee for all leaseholders, as everyone has equal access to the service.

The management fee covers the costs of managing our Leasehold properties as detailed on page 9.

### Why are service charges estimated?

Your annual service charge is due in advance of the financial year, which runs from 1 April to 31 March each year in accordance with your lease.

Before the start of each year we are unable to say how much will be spent on any block because costs cannot be predicted in advance so it is necessary to estimate a charge.

The estimate is what we think your share of the cost of services will be.

### When are service charge accounts finalised?

After the end of each financial year we will work out your share of the actual costs of each service.

We compare the estimated cost to the actual costs and will adjust your service charge accordingly. This is your actual invoice for 2010/11 and it shows if there is a credit or debit for this year.

### What happens if my account is now in credit?

If you are in credit this will remain on your account. If you have arrears on other YHN invoices it will be offset against any outstanding amount otherwise it will be offset against your estimated invoice when it is issued next year. Alternatively you can request a refund by writing to: Income Team, YHN House, Benton Park Road, Newcastle upon Tyne, NE7 7LX or by email: [income@yhn.org.uk](mailto:income@yhn.org.uk)

## Payments

### **How long do you allow me to pay?**

If your invoice shows a debit balance please arrange to pay this within 10 working days.

### **I can't afford to pay?**

Depending on your circumstances you may be able to spread the cost but you will be required to provide proof of your income and expenditure. Please contact the Income Team on **(0191) 278 8757** if you wish to discuss this.

If you want a referral to The Advice and Support Team contact us and we will arrange this for you. The Advice and Support Worker will identify which debts you should pay first and check to see that you are receiving all the benefits that you may be entitled to which could help you pay your service charge.

### **What will happen if I don't pay?**

If your invoice is not paid on time recovery action will be taken. If you are struggling with debts please contact us so that we can try and get you some specialist help and advice. It is important not to ignore the situation as non payment is taken seriously and could result in court judgements against you.

### **I have recently moved into this property, why have I been sent a service charge bill for a period when I did not live there?**

If the previous leaseholder did not settle the outstanding service charges the debt stays with the property, this means you are now responsible for these costs.

Your solicitor should have advised you of any outstanding service charges before completion of your purchase.

## Subletting

**I intend to sublet the property and no longer reside there. Who do I need to inform?**

You must inform the Leasehold Team and provide details of the arrangement together with an alternative correspondence address. There may be certain restrictions. Please contact us for advice. Your Buildings Insurance may be invalid if you wish to make a claim and you have not informed us that you are subletting.

**Is my tenant responsible for paying the service charges?**

**No.** The leaseholder remains responsible for paying service charges. Any legal action for breaches of lease or non payment will be taken against you.



## Insurance

### **What is covered by the buildings insurance?**

This covers you for unforeseen circumstances such as fire, flood, vandalism etc.

It **does not** cover you for general wear and tear to the building.

It **does not** cover your home contents (your belongings). You should arrange your own home contents insurance.

Details of the buildings insurance cover is contained in the insurance booklet which you should have a copy of. If you would like another copy please contact the Leasehold Team.

### **How can I make a claim?**

You must complete a claim form which can be obtained from the Leasehold Team, or from our website [www.yhn.org.uk](http://www.yhn.org.uk). You then need to send this to the Insurers Claims Handler who will deal with your claim.

### **Can I arrange my own buildings insurance?**

**No.** It is a condition of the lease that the Council arranges the Buildings Insurance on your behalf. You are responsible for insuring your contents.

### **I don't think that the insurance value is enough can I increase it?**

**Yes.** You can ask to increase the property reinstatement value at any time. Please write to us asking for this to be increased. Your premium will be adjusted accordingly.

## Ground Floor Properties

### **I live on the ground floor, why do I have to pay towards lift maintenance, lighting etc?**

Your property is part of a larger building. Under the terms of your lease you must pay a share of the cost of all services provided whether you benefit directly from them or not.

## Repairs

### **A repair is needed to the outside of my home; can I carry this out myself?**

**No.** Under the terms of your lease you are not allowed to carry out any work to the outside of your property. Any external work, including painting that is required is our responsibility.

If any repairs are required please report them to the Repairs Centre in the following ways, **Tel: (0191) 278 8888, Text: send details of your repair by texting 'fix' to 80800, Email: repairs@newcastle.gov.uk**

### **How much do you charge me for repairs you carry out?**

You are required to pay a share depending on how many properties are in your block. For example if you live in a block of four properties you would be required to pay 25% of the cost of any work carried out to the block.

### **How do I know when a repair has been carried out?**

If any work will cost you more than £250 we have to formally consult you over this, giving you an estimate of the costs before the work is carried out.

For any work that will cost you less than £250 the work will be carried out without the need to formally consult you. We then write to you on a quarterly basis advising you when a repair has been carried out and how much this has cost.

If you have any problems with the work that has been carried out, you will need to report these to us within 10 working days of receiving this letter.

### **Why is there a charge for repairs on my invoice?**

Your actual invoice shows your share of the cost of all repairs carried out to your block during 2010/11.

You have previously been notified of all repairs throughout the year when they had been completed and you were given the opportunity to make enquiries then. Your share of the cost is shown on the invoice and you must pay this.

### **You are charging me for a repair that has been caused by storm damage, fire or flood but I pay Buildings Insurance to you. Why do I have to pay for this?**

If a repair has been necessary that was caused by storm, fire or flood we will carry out the external work and invoice you for your share which you are required to pay. You will then need to complete a claim form and send this to the Claims Handler who will decide if they are going to settle the claim or not. Any settlement that you may receive from the Claims Handler can be used to pay us for the repair that was carried out.

The Leasehold Team can provide advice on this if you are unsure.

To comply with legislation we have to include the following text with service charge demands to leaseholders. The wording is fixed by law, and we are not allowed to change it.

# The Service Charges

## (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007

(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. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.

(6) A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where -  
it dismisses a matter because it is frivolous, vexatious or an abuse of process; or

it considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.

The Upper Tribunal (Lands Chamber) 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".

# Queries or Disputes with your Invoice

If you have a question about your invoice and have been unable to find the answer in this booklet, please contact the Leasehold Team. We aim to resolve queries within 10 working days.

## YHN Complaints Procedure

**Step 1** - your complaint will be dealt with informally by an officer from the relevant department.

**Step 2** - if you have spoken to the relevant officer about your complaint and they have not been able to put things right, or you are not happy with the result you will need to write to us and a manager will then investigate.

**Step 3** - if you have been through steps one and two and you are still not happy with the result of our investigations, you can make a complaint to Newcastle City Council's Complaints Officer who will review your complaint at:

Democratic Services, Civic Centre, Barras Bridge,  
Newcastle upon Tyne, NE99 2BN

**Tel:** 0191 211 5116 or 0191 211 5180 **Email:** [complaints@newcastle.gov.uk](mailto:complaints@newcastle.gov.uk)

Free legal advice on leasehold issues can be obtained from:

Leasehold Advisory Service (LEASE)

31 Worship Street

London

EC2A 2DX

**Tel: 020 7374 5380**

[www.lease-advice.org](http://www.lease-advice.org)

Disputes between leaseholders and landlords and other issues can also be referred to the Leasehold Valuation Tribunal. Their contact details are:

Residential Property Tribunal Service (LVT)

First Floor

5 New York Street

Manchester

M1 4JB

**Tel: 0845 100 2614**

# How do I contact the Leasehold Team?

## **In writing:**

Leasehold Team  
YHN House  
Benton Park Road  
Newcastle upon Tyne  
NE7 7LX

**Phone:** Freephone 0800 091 0082 or (0191) 278 7725

**Email:** [leasehold@yhn.org.uk](mailto:leasehold@yhn.org.uk)

**Office hours:** Monday to Friday 8.30am – 4.30pm

**Website:** [www.yhn.org.uk/housing\\_service/leasehold\\_service](http://www.yhn.org.uk/housing_service/leasehold_service)

**By appointment:** You need to make an appointment before coming to our office. This is to make sure there are members of staff available to see you.



## Leasehold Service

This information is about our Leasehold service. If you need this in a different language phone 0191 278 8633. This information is also available in large print, Braille and audio tape. We can also arrange for you to see a British Sign Language interpreter.

বাংলায় Bengali	এই তথ্য হল নিউক্যাসল সিটি কাউন্সিলের লীজ নেওয়া ঘর বাড়ীর ব্যবস্থাপনা কিভাবে করা হয় সে সম্বন্ধে। এই তথ্য যদি <বাংলায়> অথবা অন্য কোন ভাষায় প্রয়োজন হয় তাহলে এই নম্বারে ফোন করুন- ০১৯১ ২৭৮ ৮৬৩৩
普通话 / 国语 Chinese	这是有关我们如何管理由纽卡斯尔市政府（Newcastle City Council）出租的房屋的信息。如果您需要此信息的普通话版本或其它语言版本，请致电 0191 278 8633 索取。
廣東話 / 粵語 Chinese Traditional	這是關於我們如何管理由紐卡素市政府（Newcastle City Council）出租的房屋的信息。如果您需要此信息的廣東話版本或其它語言版本，請致電 0191 278 8633 索取。
فارسی Farsi	زبان‌های دیگر با شماره تلفن ۰۱۹۱۲۷۸۸۶۳۳ تماس بگیرید. این اطلاعات مربوط به طرز اداره خانه‌هایی است که شهرداری نیوکاسل به اجاره می‌گذارد. در صورت نیاز به این اطلاعات به زبان فارسی یا زبان‌های دیگر با شماره تلفن ۰۱۹۱۲۷۸۸۶۳۳ تماس بگیرید.
français French	Ces informations concernent la façon dont nous gérons les logements qui ont déjà été loués par la municipalité de Newcastle. Si vous avez besoin de ces informations en français ou dans une autre langue, téléphonez au : 0191 278 8633.
کوردی سۆرانی Kurdish	ئەم زانیاریانە سەبارەت بە چۆنیەتی بەرئۆهەرایەتی خانووگەلیکە کە لە لایەن سۆرای شاری نیوکاسلیکۆه بە گروە دراوێن. ئەگەرچەزۆتان لە وەرگرتنی ئەم زانیاریانە بە زمانی کوردی یا هەر زمانێکی دیکە هەبە بە زمارە تیلیفۆنی 0191 278 8633 پیۆهندی بکۆن.
português Portuguese	Esta informação refere-se à forma como gerimos as casas que foram arrendadas pelo Município de Newcastle. Se precisar desta informação em <português> ou noutra língua, queira ligar para o 0191 278 8633.
Русско Russian	Информация о том, как мы распоряжаемся жильем, предоставляемым в аренду Муниципалитетом г. Ньюкасла. Если Вы нуждаетесь в этой информации <на русском> или другом языке звоните по тел. 0191 278 8633.
español Spanish	Ésta es información sobre cómo gestionamos las viviendas que ha arrendado el Ayuntamiento de Newcastle. Si necesita esta información en español o en otro idioma, llame al 0191 278 8633.

[www.yhn.org.uk](http://www.yhn.org.uk)

Your Homes Newcastle Limited. Registered in England and Wales. Registration number 5076256.  
Registered office: Newcastle Civic Centre, Barras Bridge, Newcastle upon Tyne NE1 8PR.  
A company controlled by Newcastle City Council.