

The logo for Notting Hill Genesis is a stylized oval shape composed of overlapping green, blue, and yellow segments. The text "Notting Hill Genesis" is written in white, bold, sans-serif font across the center of the green segment.

Notting Hill Genesis

A close-up photograph of a modern brick building facade, showing the texture of the bricks and the architectural details of the windows and balconies.

Leasehold

Customer Guide

February 2025



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Introduction



Welcome



Welcome to Notting Hill Genesis! If you've just purchased your home with us, we hope you are as excited as we are and that you've started to settle in.

This document aims to explain what it means to be a leaseholder with Notting Hill Genesis (NHG) and can be used as a guide throughout your journey as a homeowner with us. The information contained in this guide was up to date when it was published on October 2022 but we will continue to update the guide to reflect any new changes when possible. You can find the most up to date version of the guide [here](#).

At NHG, we build and maintain quality affordable homes and aim to create diverse and thriving communities. We put residents' needs at the heart of our structures, processes and systems and to drive our decisions each and every day. We want you to have a safe and comfortable home.

We want to continuously improve the level of service we provide. And one of the best ways for us to do that is to listen to your views. At the end of this guide, we explain how you can get involved.

Please note that this guide only applies to leasehold properties managed by Property Management Officers (PMOs) in the NHG Home Ownership department. If your property is managed by a Housing Officer, please speak to them directly to find out more about your services or you can find the Resident Handbook [here](#).

Get in touch

[My Account](#) is the most direct and convenient way to manage your home. With My Account, you can contact your Property Management Officer (PMO) 24/7/365. Check in and follow progress, or leave it to us, My Account is secure and reliable.

Through My Account you can:

- Request your PMO get in touch
- Update your account and contact details
- Enquire about the terms of your lease
- Request permission to make alterations to your property
- Report and track a repair for your property or communal area
- View your rent and service charge statement
- Make a secure payment 24 hours a day
- Set up a direct debit to make a regular payment
- Request buildings insurance policy documents and raise a claim
- Enquire about Rent and Service Charge accounts

- Log any observations in response to Section 20 consultations
- Request a refund of your credit balance
- Keep track of your staircasing application
- Give us feedback in the form of praise, a complaint or suggestion about our service



To find out more or to register, please visit:

www.nhg.org.uk/residents/my-account

You can also give us feedback on your experience using My Account. Please use the 'My Account Feedback' case type.

Other contacts

If you have questions about staircasing (increasing your share), extending your lease or selling your home, you can get in touch with our Resales & Legal Team on 0203 815 0060 or by emailing resaleandlegal@nhg.org.uk. Alternatively, you can visit the relevant section of our website.



About us

In the Home Ownership department, there are a total of nine Leasehold Teams consisting of PMOs and Senior PMOs who manage a portfolio of properties within a specific region. These teams are either directly managed, new build or externally managed.

We also have a Resales & Legal Team who handle a wide range of legal and administrative responsibilities. This can include lease extensions, staircasing and shared ownership resales.

Our property management service

For all matters relating to your lease, your first point of contact will be your PMO who you can reach through [My Account](#).

Each PMO is responsible for setting the service charges, income collection, instructing and managing repairs, overseeing services such as cleaning and gardening as well as answering leaseholders' questions. They will be supported by our surveyors and technical teams and may instruct contractors such as a firm of surveyors or solicitors where necessary.

Note: For properties managed by managing agents, our PMOs do not manage the services directly but build and develop relationships with the managing agents so we can influence the service they provide. For more information regarding managing agents, please refer to our Externally Managed Properties section.

Our service standards

We aim to provide a modern, digitally enabled housing service that residents are happy with and that keeps them safe. We are committed to applying the following standards for leaseholders who live in properties that we own and manage.

- To provide a good property value for money management service
- To be easy to do business with
- To deal with enquiries effectively
- To respond positively when you have a problem or complaint

- To listen to your views and respond empathetically to them

We also have performance standards for communication:

- We will respond to enquiries you raise on My Account within one working day
- We will return phone calls within one working day

We measure our performance against these standards by carrying out transactional surveys and reporting on KPIs.

NHG charter

To foster good relationships between staff and residents NHG worked with our Resident Voices Group to produce a charter. Working jointly this was created by staff and residents to help foster good working relationships.

The charter contains 5 principles with joint statements attached to each and specific actions for both staff and residents to consider. The NHG Charter creates a shared responsibility for maintaining our staff and resident relationships.

The 5 key principles are:

1. Responsive and reasonable

We will support each other to resolve queries. We will be mindful of each other and give each other space to find solutions

2. Dependable and patient

We will trust each other through consistency and transparency. We will be patient with each other.

3. Compassionate and respectful

We will always treat each other with respect and compassion

4. Tolerant and inclusive

We will recognise each other as individuals and work to understand each other's needs and circumstances

5. Empowering and communicative

We will always use clear communication. We will encourage open conversations with each other to resolve issues as easily as possible.

Further details about the charter can be found on our website: [Notting Hill Genesis charter](#)

[| Notting Hill Genesis \(nhg.org.uk\)](http://www.nhg.org.uk).



Community, Environmental, Social and Governance goals.

At NHG we have a strong commitment to fostering a sense of community and encouraging resident involvement. Our staff are motivated to provide a caring, compassionate, personal and localised service.

All of us, from board to the frontline, spend time in our communities, working with and listening to residents, elected representatives and other colleagues.

Environmental, social and governance goals

We're an organisation with a clear social purpose of providing homes across a range of tenures and are committed to continuing to deliver housing that is affordable for all. Therefore, environmental, social and governance issues are a central theme in our corporate strategy and the work we deliver.

With an increasing global focus on climate change, environmental issues and sustainability are a key priority. We are fully committed to supporting the UK in achieving its net zero carbon emissions target by 2050, by ensuring we improve the energy efficiency of homes and reduce CO2 emissions. Our development programme and asset strategy have been formulated to ensure our environmental impact is at the forefront.

To find out more about our ESG goals, please see our [Environmental, social and governance reports](#) webpage.

Creating Thriving Communities funding

To help facilitate a sense of community, we have a Creating Thriving Communities fund of £5,000 which is available each quarter to fund projects on our estates and blocks.

We fund projects based on resident priorities that will help improve the sense of place. Examples might be:

- Improvement of communal spaces or planting.
- Introduction of safety or security equipment to help reduce crime or anti-social behaviour
- Parking area improvements
- Provision of bicycle racks
- Replacement of boundary fencing/walls

If you have an idea for a project that would benefit your block or estate, please get in touch with your PMO.



**About your lease,
shared ownership
& freeholds**

What is a lease?

A residential lease is a tenancy agreement for a term of 21 years or more, which gives the leaseholder the exclusive right to live in a property for a set term. A lease is a specific type of contract called a deed. It sets out the terms of the contract between the landlord and the leaseholder.

It is very important that you have read and understood your lease, as once it is signed it cannot usually be changed and you are bound by its conditions whilst you own the lease.

Shared ownership

A shared owner purchases a leasehold house or flat, buying a percentage of the full equity and paying rent on the portion that they do not own.

The responsibility for maintaining the home or paying the service charge is not shared. The shared owner must pay the full cost of maintaining their property and pay the full service charge like any other leaseholder.

What is a leaseholder?

A leaseholder is a tenant who has a particular type of tenancy agreement, called a lease. This means they have the right to live in the property for the period of the lease. Under the lease you will have the exclusive right to live in your home, as long as you meet the terms and conditions set out in the lease.

This provides the resident more security than renting privately and an exchangeable asset which might accrue value. However, it is important to be aware that as the remaining term of the lease decreases this can affect its value and might require a lease extension.

What is a freeholder?

Unlike a leaseholder, the freeholder of a home will own their property outright, so they are usually responsible for the repair and maintenance of the property themselves. Houses can be freehold or leasehold, but flats are generally leasehold.

A leaseholder will have a freeholder as their landlord who would be responsible for the repair and maintenance of the exterior and common parts of the building. If your block also has an intermediate lease this could mean that your landlord may be different to your freeholder.

Where can I find a copy of my lease?

Your solicitor should have given you a copy of your lease when you bought your home and advised you of its contents as well as your commitments.

If you have a mortgage you can get a copy of your lease from your mortgage lender. Alternatively, the Land Registry will hold a copy which you can get from www.landregistry.gov.uk. You will need to pay a fee for this.

Service charges & rent



Rent

There are two types of rent that a leasehold might commonly pay: shared ownership rent and ground rent. Which, if any, of these two you pay will be determined by the terms of your lease and will be set out in your statement of account for record.

Shared ownership rent

A shared owner will pay rent for the share of their home that is retained by NHG so the rent paid reflects the equity of the property you own. If you purchase more equity in your home by staircasing then the amount of rent you pay will reduce.

Your lease will state how and when your shared ownership rent may be increased. Usually, the rent is increased every April in line with inflation from the previous year but when it does increase, we will let you know when and by how much. The rent you pay does not cover any of the services provided under the terms of the lease, so you are still required to pay a service charge.

Ground rent

Some leases require the leaseholder to pay a ground rent to their freeholder or landlord. The lease sets out the amount that is payable, when and the basis for calculating increases over the term of the lease.

Ground rent is usually due on 1 April unless your lease specifies another date. If we are the superior landlord, we will send you a demand to remind you to pay and then generally bill you monthly at equal increments throughout the year. Where we are not, processes might differ.

There are instances when mortgage lenders might require the ground rent to varied or removed. We have a process for this to take place, subject to a fee for the loss of future rent. For further details, please contact our Resales & Legal Team by emailing resaleandlegal@nhg.org.uk or call 0203 815 0060.

Service charges



Landlords charge a service charge to recover their costs in providing all the shared services that their building requires. Where NHG is the landlord, we will set the service charge.

We aim to balance quality of service with value for money when setting the service charge budget. We set the service charge to reflect the circumstances of the estate or building and the terms of leases so what is actually charged varies from one property to another.

What's included in the service charge?

The way in which your service charge is calculated and what it covers are set out in your lease. The lease will set out details of what can and cannot be charged for and the proportion of the charge that you will have to pay.

The service charge normally covers the cost of services such as general maintenance and repairs, buildings insurance and, if these are provided, central heating, lifts, concierge, and lighting and cleaning shared areas. The charges may also include the costs of management services provided by NHG or by a professional managing agent, and contributions to a reserve fund.

Setting the service charge estimate

As the landlord, NHG will estimate in advance the cost of providing the services we deem necessary and recoverable under the terms of the lease for the coming year. This is the annual service charge budget and is what your monthly service charge contributions are based on.

Typically, the service charge year follows the financial year so that the service charge estimate will be set to come into effect on 1 April and run until 31 March the following year. Your PMO is responsible for setting the estimate and managing our consultation on it prior to its introduction.

To set the budget, your PMO will review the actual costs for previous years as this will usually provide the best indication of where money is being spent. They will also consider what works or services it might be necessary to provide in future so that these are budgeted for where possible. For new buildings this is sometimes more difficult as there is limited information to accurately predict future costs so for the first three years the service charge can change significantly from year to year.

Service charges, continued.



Consulting with residents

At NHG, we are committed to consulting with residents on our proposed service charge budgets prior to introducing them and to providing residents with a thorough explanation of our accounts.

Before the service charge year begins in April, we aim to provide residents with the opportunity to discuss the proposed budget by sending a draft estimate of the service charge in late November/early December of the preceding year.

The consultation is your opportunity to tell us what services you think should and should not be included or which services you would like delivered in the coming year. However, please be aware that it might be necessary for us to provide certain services to fulfil our lease obligations.

Accounting for service charges

After each service charge year you will receive a statement showing how the services charges have been spent and inviting feedback. Any variance from the budget will be demonstrated in the service charge accounts.

Statements are usually issued six months after the end of the previous financial year. As most service charge years run from 1 April to 31 March, this statement is generally issued by the 30 September of the same year. The statement will show the costs estimated for the previous financial year and then how much was actually spent.

The actual costs can be more or less than the estimated costs as events can easily occur that result in unforeseen costs. For instance, fluctuations in energy costs or unforeseen repairs

- If the actual cost for a year was more than was estimated, then there will be a shortfall in the accounts. If this is the case, then each leaseholder will be billed separately for their share of the cost above the estimate.
- If the actual cost for a year was less than estimated, this will result in a surplus on the account. What happens with this surplus depends on the lease, but it can either be refunded back to individual leaseholders' accounts or transferred to the buildings reserve fund.

The statement will also show if any amount has been collected and put into a reserve fund to cover the future costs of major work.



Service charges, continued.

Reserve fund

You may be required to contribute towards a reserve or sinking fund through your service charge if it is specified in your lease. This contribution might make up a substantial proportion of your service charge.

This is a fund of money collected over several service charge years and set aside to cover the costs of future major expected or unexpected works such as roof repairs, external decorations or lift replacement works. Building up a reserve or sinking fund helps avoid the need for unexpected additional contributions from yourself or other leaseholders.

The amount that you may be required to contribute towards the sinking fund is not usually specified in your lease. The PMO will set the annual reserve fund contribution based on financial estimates from a stock condition survey or best practice.

Our management fee

We include a management fee to help meet the cost of NHG providing its services as a landlord in managing your building or estate and common areas.

We charge one of two types of fees depending on the circumstances:

- Our standard “directly managed” management fee which is included in the service charge for units which receive direct property management services from NHG with three tiers:

- A tier for those units receiving only estate services
- A tier for those units receiving only block services
- A tier for those units receiving both estate and block services

Your PMO will work out the total management fee for a building or estate by multiplying the appropriate rate by the number of properties in the building or estate. The specific amount you will then pay is worked out according to the apportionment method stated in your lease.

- An “EMA” management fee billed alongside rent for units receiving property management services delivered by a third-party External Managing Agent (EMA) with two tiers:
 - A tier for units which are a house
 - A tier for units which are a flat or maisonette

It’s important to remember that the fee does not recover the full costs of NHG providing its services, there is still a shortfall met by NHG from its other income. Also, that where there is a third party landlord, they will likely recover their own additional management fee.

Service charges disputes

We're committed to resolving resident queries clearly and effectively. Therefore, if you have any questions or concerns surrounding your service charge, please get in touch with your PMO who will aim to answer any of your questions in an efficient and timely manner.

If you have not been able to resolve your query informally and you wish to dispute your service charge, please go to the 'My Enquiries' section of [My Account](#) and search for the 'Rent and Service Charge Enquiry' option. Your PMO should send you a service charge dispute letter and enclose a service charge dispute form for you to complete which you'll need to return within 14 days for your dispute to be considered.

Your PMO will then locate the disputed charge and assess whether it's reasonable by considering a number of factors. We will ensure that we have acted in line with what we as a landlord are permitted to do under the terms of the lease and distributed the costs across the residents in line with the lease apportionments.

- If we agree the charge you are disputing shouldn't have been recovered, you'll receive a letter from your PMO confirming this and your refund calculation will be included in the letter.
- If we determine that the dispute is recoverable, your PMO will write to you informing you of the decision and explaining the reasoning behind the decision.

Please note that if the service charge is 'in dispute' for longer than 3 months, it is deemed recoverable or written off. We will also not investigate a dispute if the charge was demanded more than 6 years ago.

We will always try to resolve disputes informally, but if you are not satisfied with how we deal with the dispute, you can make a formal complaint. If you are still not happy after going through our complaints procedure, you can ask the First Tier Tribunal to settle the dispute. For more information on this process, you can access the Leasehold Advisory Service who are a free government service providing advice to leaseholders.

Note: If the service charge for your building is set by someone else, even though you will be paying your service charge to us, we will not be able to deal with the matter. In this case, we will forward your dispute to the appropriate person.

Rent and service charge arrears

If any rent, ground rent or service charge is unpaid, you will receive a text notification in the first instance if we have a record of your telephone number with a prompt to make the missed payment. If you require an explanation of what charge is due you can contact your PMO via [My Account](#).

It's important to know that failure to pay your rent is a breach of your lease and might in the worst-case scenario result in you losing your home. Though we will always treat those who cannot pay sympathetically and work with them to manage any repayment, failure to clear any arrears in a reasonable timescale might result in legal action.

If you are having any trouble paying your rent or service charge, please inform us as soon as possible so we can provide support on how to help address your arrears. We will offer guidance on repaying your debt, agree repayment options and signpost to relevant support. For more information on the support available, please see the [Trouble with Paying section](#).

Trouble with paying

If you're having difficulties paying, please speak to your PMO and make NHG aware of the situation in the first instance so that we can look at the options available to support you in managing payments due under your lease.

Paying your mortgage, rent and service charge is a priority as failure to keep up with payments can affect your credit rating and it could result in you losing your home. If you have rent arrears (missed payments) and cannot pay them straight away, you may be able to arrange to pay them over a period of time.

Here are some additional steps to consider taking:

Contacting your lender

If you are having trouble paying for your mortgage, your first step should always be to contact your lender as they want to help you to meet repayments. Your lender can discuss your options with you, and can offer suggestions, such as temporary payment arrangements, lengthening the term of your mortgage or, in some circumstances, switching temporarily to interest-only repayments.

As a last resort you may want to consider getting your home valued and selling rather than losing your home completely.

Entitlement to benefits

You can visit the NHG website for information on what benefits you may be entitled to [here](#). But if you are unsure of what to claim, you may visit either the [Turn2Us](#) or [Entitle to](#) websites.

Depending on your circumstances, you could be entitled to Housing Benefit. Turn2Us has a free [benefit calculator](#) where you can check what you are entitled to.

Government help if you can't pay your mortgage

If you're struggling to meet your mortgage repayments there are a range of government schemes that offer help for which details are available [here](#). These include the Mortgage Rescue scheme, Support for Mortgage Interest, and other government benefits that might boost your income though some are not available to Shared Owners.

Free Debt Advice

If you're worried about debt you may wish to contact the [StepChange](#) Debt Charity on 0800 138 1111.

Alternatively, you can visit [MoneyHelper](#) for more information to find out where you can access debt advice. Please see [here](#) for mortgage specific help.

A photograph of a modern multi-story building with balconies. The balconies have dark metal railings and are set against a background of red and dark grey panels. The ground floor features a brick facade. The sky is a clear, light blue. A white rectangular box is overlaid on the upper right portion of the image, containing the text 'Repairs and maintenance' in a green, sans-serif font.

Repairs and maintenance

Repairing responsibilities



Generally, you are responsible for any repairs inside your home, including routine repairs and replacing boilers, cookers, fridges and the other fixtures and fittings of the property. You are also responsible for any pipes, cables and so on which serve only your home.

Leaseholders are not responsible for repairs to the structure of the building, and to areas of the block or estate. The cost of these communal repairs will be included in your service charge.

If you live in a home we own and manage, we will instruct repairs to the structure of the building and the shared areas of your building or estate. However, this service is not available to leaseholders living in properties that we do not own, for these we request that the responsible landlord or their managing agent undertake the repair.

Reporting a repair

You can report repair 24/7/365 through [My Account](#). You will then be able to track your repair request from beginning to completion and your PMO will update you about the repair.

If your property is managed by a managing agent, you might be able to report your repair to the managing agent directly. Your PMO will advise if this is the case.

If your repair is an emergency, please contact us on 020 3815 0000 and select option 1. Emergency repairs are situations where there is a danger to life, a risk of major damage to the property, flooding or major electrical faults.

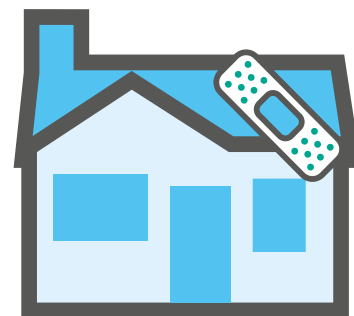
Repairs timescales

If we are responsible for carrying out a repair, we will prioritise these depending on the urgency and the priority of other tasks.

We will always undertake emergency repairs sooner than routine repairs. We endeavour to make safe emergency repairs within 24 hours and carry out any follow up work as soon as possible afterwards. Routine repairs should be finished within 28 days. Routine repairs can include faulty intercom systems, repairs to walls, pathways or driveways.

Whether or not a repair can be finished within the relevant timescale depends on whether a contractor is available, the extent of the repair, whether we are undertaking a Section 20 consultation and if any specialist advice, equipment or parts are needed. If it is not possible to meet the desired timescales in the circumstances your PMO will let you know and explain the reasons why.

Defects in new buildings



Property developers, including NHG, will make every effort to build properties that do not have faults, but it is inevitable that some items may need attention. This is totally normal with new-build properties and sometimes it is only through a property being lived in and 'tested' that defects are discovered.

All newly built properties have a defect liability period (DLP). This is a period during which the property developer is responsible for putting right any defects so it's important that defects are reported within the DLP.

The length of the DLP can vary as it is dependent on the warranty provider for your development. You can find the details of your specific DLP in your Home User Guide provided by your PMO.

What is considered a defect?

Defects are faults in a building that are caused by failures in design, workmanship or materials that can be identified by reasonable inspection. Defects do not include items that are considered cosmetic or snags such as minor paint marks and scratches. NHG employs the [NHBC definition](#) of a 'defect' which is currently defined as:

The breach of any mandatory NHBC Requirement by the builder or anyone employed by or acting for the builder. Failure to follow the guidance supporting an NHBC Requirement does not amount to a defect if the performance required by the NHBC Requirement is achieved by other means.

Reporting faults within the defect period

If you are within the DLP and you find a defect that you think the property developer would have to put right, please get in touch via [My Account](#) and our Defects Team will review this.

Major works & cyclical decorating

In buildings and on the estates we manage, we aim to redecorate the shared internal parts and the outside of the building every six or seven years, unless the lease specifies a timeframe. We will also carry out major works to maintain or replace components such as the structure and the roof as required.

The programme of work is undertaken to ensure that our residents' homes are safe and that NHG meets its repair and maintenance obligations under the terms of the lease. Whenever possible we will try to carry out major work at the same time as cyclical redecoration to provide value for money.

Major work and cyclical redecoration costs will be paid for from the reserve fund but if there is not enough money in the reserve fund, you will be billed separately for your share of the outstanding costs.

When we are going to carry out major work or cyclical redecoration we will consult leaseholders, so that they are involved at every stage. The letters we send out to consult with leaseholders are known as Section 20 notices.

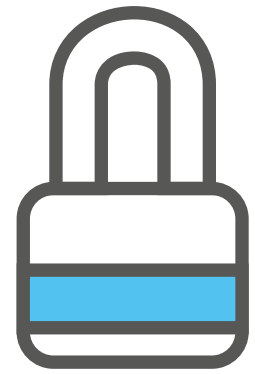
Consultation will include:

- asking for views on the proposed work and specifications
- giving leaseholders details of all the estimates we receive and asking for their comments

We will also usually invite residents to accompany our surveyor on their inspection to influence the programme for the work or to submit their thoughts. We also seek leaseholders' views on colour schemes and other items of the specification such as the choice of carpets where appropriate.

Note: Where there is a managing agent, we do not manage these works. They will consult with leaseholders directly and their processes will differ.

Insurance



We (or the property owner) are responsible for insuring the building, but not leaseholders' personal belongings. You should take out your own contents insurance as it is essential that your belongings are protected.

Our buildings insurance covers the structure of the building, shared areas such as stairways, and outdoor areas such as car parks. The policy will also generally cover fixtures and fittings but what is covered will differ from scheme to scheme depending on the circumstances and legal relationships.

Examples of what the building insurance might cover include: Fire, lightning, smoke, earthquake, explosion, storm or flood, malicious damage, subsidence or landslip, collision, falling trees and aerials, terrorism.

Note: This information relates to buildings insurance we have arranged. Leaseholders living in buildings that are owned by somebody else, should refer to the insurance certificate for their building. For further information you can speak to your PMO.

How to find your policy and log a claim

Leaseholders and shared owners can view the summary of buildings cover or report building damage on our [website](#).

If you wish to raise a claim our Insurance Team will aim to respond within five working days with the next steps. Please also log this via [My Account](#).

Landlord's insurance

If you are renting out your property, then you will need landlord's insurance. This differs from Home Insurance and will provide you with financial protection. It is also necessary to let us know if you are a landlord so we can inform our insurers and ensure our buildings insurance is not voided.

A modern, multi-story apartment building with a curved facade and balconies. The building is surrounded by a green courtyard with a wooden play structure and a blue storage container. The sky is clear and blue.

Health & safety

Health & safety

Ensuring that our residents are safe in their homes is of the utmost importance. We take steps to prevent circumstances arising where damage or injury can occur to either you or your property. If you have any health and safety concerns regarding your building's common area, please get in touch with your PMO.

Where NHG is the freeholder of a building, it is our responsibility to ensure that the structure, common areas and other parts demised to us are safe. This can include car parks, stairs, corridors, lifts and lobbies, the roof, and any private garden area. It also includes all plant areas such as power, heating and water systems.

To do this, there are occasionally circumstances when we may need to enter your demise to ensure the property is safe or does not cause a risk to others. These circumstances may include:

- Fire – such as to check fire doors and compartmentation
- Maintenance – to test a gas boiler, heat exchanger or to maintain communal equipment
- Alterations – to inspect the state of licensed or unlicensed alterations
- Emergency – if an emergency occurs such as escaping water due to flooding
- General communal – such as accessing a communal plant

Your personal items are your own responsibility to maintain. It's important to ensure your personal items are safe and fit for purpose, not only for your own safety but the safety of others in your block.

Asbestos

Asbestos is a strong fibrous rock, which can resist heat and chemicals and was in the past commonly used to provide insulation or a fire barrier. If you live in a property that was built before 2000, asbestos may have been used in your building's construction or during alterations.

NHG is responsible for surveying the common parts of buildings we own for asbestos and then managing its presence but not leaseholders' homes. You are responsible for keeping the material in your home in a safe condition.

Because it can cause a danger to health, it's important to take extra precautions when doing work on your home where asbestos might be present. A material that contains asbestos is only dangerous if it is damaged and the asbestos fibres are released into the air, so we advise you not to remove or repair asbestos materials.

If you wish to have any asbestos material repaired or removed, contact the [Asbestos Removal Contractors Association](#) who will be able to provide you with details of your local licensed asbestos removal contractors. Otherwise, to find out more about asbestos, please see our [Asbestos in the Home guide](#).

Water hygiene management

The temperature of water stored for a period of time can encourage bacteria to grow so it is important to ensure water hygiene is maintained.

Where NHG is the duty holder for a building, we will arrange a water hygiene risk assessment to be undertaken and a water hygiene management plan will be created. The plan may include actions such as regular temperature monitoring, flushing of infrequently used outlets and in some cases chemical dosing.

Fire safety

Ensuring that our residents and buildings are safe is our first priority and we work with our own fire engineers as well as developers and contractors to ensure our buildings meet regulations.

Fire Risk Assessments

As a landlord and employer, we are required to conduct regular Fire Risk Assessment (FRA) for buildings that we own and manage.

The regularity that these occur depends on the relative risk. For buildings over six floors, these assessments are carried out on a yearly basis but for buildings under six floors, these are carried out once every three years. An additional FRA will also be carried out following the completion of refurbishment to consider and address the effects of any changes

FRAs are carried out by consultants who inspect the common parts of the building to identify potential hazards that may cause or fuel a fire and recommend measures to reduce or remove these risks.

To find out more about fire safety, please see our [Fire Safety FAQ](#).

Residents' role in fire safety

As the occupants of the building residents play an important part in ensuring buildings are safe, preventing the cause of a fire and minimising any risk of fire spread.

It is therefore important that residents do the following:

- Ensure that no items are stored in the communal areas or cupboards including bicycles or prams. This is to avoid the presence of obstacles which might hinder any escape for residents or access for the emergency services.
- Ensure that all front doors are well maintained with a closer attached so that the front door closes in the event of your leaving the property and prevents fire spread to the communal areas.
- Ensure that communal doors and windows are not left open because this compromises

compartmentation and might provide a source of oxygen for any fire. The building is designed to contain or minimise fire spread.

- Do not make unauthorised alterations to your property such as the removal of walls or drilling through external walls which might also compromise the compartmentation.

EWS1 process

In December 2019, the EWS1 process was introduced as a way for building owners such as NHG to confirm that the external wall system on residential buildings has been assessed for safety by a suitable expert, in line with government guidance. Many leaseholders who want to sell their home, remortgage or buy more shares may find that lenders request an EWS1 form.

The EWS1 form provides assurance for lenders, valuers, residents, buyers and sellers that the external wall system of a building is safe and the form itself is valid for 5 years. We have now made the majority of [EWS1 forms](#) available for residents to self-serve on our website.

The intrusive survey and remedial works

If necessary, an intrusive survey might be delivered to produce a detailed assessment and a report issued with information for further action. Based on the recommendations of the report, NHG will contact the original developer and warranty provider to discuss funding for future remedial work or make an application to the UK government's [Building Safety Fund](#).

If remedial works are required to ensure compliance, only after these are completed will the scheme be issued with a favourable EWS1 rating.

Further information

To find out more about building and fire safety as well as the EWS1 process, please visit our website <https://www.nhg.org.uk/residents/building-safety/ews1-process-explained/ews1-forms-portal/>. You can also get in touch with your PMO if you have a building safety query through [My Account](#).



Estate services

Cleaning and gardening

Our two main estate services are the cleaning of shared areas and grounds maintenance (otherwise known as gardening). However, we may also provide other services such as caretakers, a concierge, or window cleaning.

To fulfil our obligation as a landlord to provide these services, we have entered into agreements with contractors to provide these services for us and the services will be paid for out of your service charge.

PMOs are required to complete an estate inspection report every month or quarter and rate the cleaning and gardening service – anything rated as ‘below standard’ is scrutinised and a plan of action is outlined to rectify the issue. If you have any concerns about the contractors, contact your PMO.

Our Estate Services suppliers are more than happy to join PMOs on walk-arounds. If you wish to join these walkarounds, please contact your PMO.

Property inspections

Your PMO will carry out inspections of your building or estate each year on a regular cycle. Inspections are either carried out on a monthly, quarterly, six monthly or annual basis depending on the size, type of property and complexity of issues.

Inspections are important as it's an opportunity for your PMO to identify and proactively address repairs, contractor performance and risks to health and safety. Sites with communal indoor areas will have a sign-in sheet to notify you when your PMO has been out on site.

A photograph of a modern balcony. The balcony has a light-colored tiled floor and a black metal railing with a chain-link fence. To the right is a dark grey brick wall. In the background, a city skyline is visible under a cloudy sky. A white rectangular box with green text is overlaid on the upper part of the image.

Leaseholder responsibilities

Your responsibilities as a leaseholder

If you want to carry out any alteration It's important to read your lease carefully so you understand what your commitments are. Depending on the circumstances, it might be that there are several leases affecting your flat, which could mean you have to read more than one.

Under most leases the leaseholder must:

- keep the flat in a good state of repair
- take out their own contents insurance
- pay the service charge and rent on time, and usually by direct debit
- give contractors access to carry out essential work to the shared parts or a neighbouring flat
- get the landlord's permission before carrying out [home improvements](#)

Under most leases the leaseholder must not:

- damage, or make alterations to the shared parts of the building
- do anything that may affect the buildings insurance
- disturb or cause a nuisance to others
- carry out any structural alterations

Maintaining your home & the common areas

Your home

After being granted a lease, you'll acquire full responsibility to maintain and repair the interior of your property including any fixtures and fittings. This also applies for shared ownership leaseholders.

If any fixtures or fittings are damaged or a room such as the bathroom or kitchen requires renovation, this is the responsibility of the leaseholder to fund and undertake.

This can include replacing items such as:

- boilers
- cookers and other kitchen appliances
- floor coverings
- plumbing and electrics
- pipes, cables, drainage and so on serving your home

It is important that any homeowner maintains and repairs their property to retain the value of their asset and to avoid the possibility of disrepair causing damage to a neighbouring property. Failure to maintain the property is also a breach of the lease.

If necessary, we might require access to the property for inspection and where we have to make good any disrepair, we would bill the leaseholder the costs. It is therefore important that you maintain your property and that you contact us as soon as possible if you are struggling to do so.

Common areas and buildings

The landlord will generally have the responsibility to maintain and repair those parts of the estate or block which are not demised to leaseholders. These would likely include the structure of the building, the roof and any internal or external common areas. Where NHG is the landlord, we would deliver these duties but there are instances where the responsibility is held by a third party.

Where NHG is the landlord, we will carry out cyclical redecoration or repair of our assets either at the frequency defined by the leases we have granted or as required. We might undertake a stock condition survey to determine the life expectancy of the assets to plan and budget for future works.

Though NHG will maintain and repair the communal areas, if these are damaged by leaseholders or their guests then we will recover the costs of any repair from those responsible. Where damage is caused by an insured peril, we seek to recover any costs from our insurance provider by making a claim.

Alterations & improvements

If you wish to carry out any alteration or home improvement you should first contact your PMO via [My Account](#). Your PMO will assess whether you need permission, who from, and if the lease allows us to grant permission or there are good reasons for permission to be refused. You cannot carry out any alteration or improvement until you have written permission from the appropriate person.

Unfortunately, when there is an absolute covenant prohibiting a type of alteration (i.e., structural alterations or additions to the property) then we cannot provide permission and will not alter a lease to remove the covenant. This is because the terms of other leases in the building prevent us from removing the probation from another lease.

If it's possible to obtain our permission for the works you wish to complete, then you will be asked to fill in a questionnaire about the work you plan to do. You may have to provide further information if the work would affect the structure of the building, is extensive, requires planning permission or involves building control. If you need planning permission, you must apply and pay for any permission or consent required.

We will charge a non-refundable [administration fee](#) to process your request for permission. If a surveyor needs to assess your application, you will also have to pay their costs which will be given to you in advance. There may also be legal costs and fees involved for you to pay.

Claiming the Value of your Improvements:

Only improvements which have received our consent may be considered in a valuation when selling the property or buying extra shares during staircasing. Unfortunately, if permission has not been granted for any improvement where necessary it cannot be considered. If the improvements are to be considered, you must obtain retrospective consent. The value of any improvements you have carried out will be determined by an independent RICS accredited surveyor.

The replacement of like for like fixtures and fittings will not be considered a home improvement as these are considered maintenance and repair of the property. For example, if your old bathroom suite is replaced with a new one, this is not considered an improvement. However, if something is added that was not previously there, such as a shower or under floor heating, these might be considered an improvement.

It is also important to remember that the surveyor will assess the amount of value the improvement has added to your home, rather than the amount that it cost to make the improvement. When a property is valued with improvements, we assume that the value of the improvements will depreciate over time. As a rough guide we would assume that an improvement would depreciate by 10% every year. For example, by the tenth year the value of the improvement would stand at £0. Therefore, the value of a home improvement will reflect the value at the time of assessment.

To find out what is considered an improvement, please see our [Improvements and Alterations guide](#).

A photograph of a modern building facade featuring white brickwork and large windows with a blue tint. A balcony with a white metal railing and potted plants is visible in the lower half of the image. The title 'Externally Managed Properties' is overlaid in orange text on a white rectangular background in the upper half.

Externally Managed Properties

Externally Managed Properties

Many of our leaseholders live in properties that are in buildings or estates that we either do not own ourselves or do not manage directly. In these circumstances, the management processes are different.

External managing agent scenarios

Broadly speaking, there are two scenarios in which an external managing agent would manage the building or estate instead of NHG:

1. A developer has built an estate and has been required by planning law to provide a certain number of units as affordable housing. We would purchase leases for the properties and then grant subleases or tenancies for these properties to our leaseholders and tenants. The building is the responsibility of the private developer, and they will usually appoint their own managing agent to provide the management services. As such NHG does not control the management of the services or the service charges and is itself an intermediate leaseholder.
2. NHG has built an estate or building and because of its location or the services that are required has decided to appoint a managing agent to provide the management services rather than provide the management services directly. In these circumstances, because NHG has appointed the agent we retain greater control.

Resident Management Companies (RMC)

In some instances, rather than retaining responsibility for the management of a building once completed, a landlord or developer will create a Resident Management Company (RMC). An RMC is a party to the leases and acquires the responsibility for maintenance and repair of retained property and communal assets once all units are sold.

The RMC appoints the managing agent, and it is the directors of the RMC who are ultimately responsible as empowered by the articles of association for the RMC which set out how the company is to function and who can acquire membership. Where it is possible for our residents to become members, we do advocate for this, but it might be necessary for residents to instead pursue membership themselves as we often cannot do so on their behalf. If NHG is a member of an RMC it will advocate for its residents' interests but will not seek directorship.

Do-it-yourself shared ownership (DIYSO)

DIYSO is a historic affordable housing product through which people could identify a property to purchase in the open market. If suitable, we would buy the property and grant a shared ownership lease to the customer. If the building was managed by the property owner, then they or their agent would issue the service charge bills. However, many properties purchased under the scheme were houses so the resident had responsibility for maintenance and repair.

Externally Managed Properties, continued.

Service Charges

For externally managed properties, service charges will be managed by the Superior Landlord or their appointed Managing Agent or as otherwise required by the terms of leases. The same is true of the final service charge accounts and any service charge demands that are issued during the service charge year.

Budget setting

If NHG is the intermediate Landlord, the service charge timetable and legal structure of the scheme will mean that we are unable to consult on a draft budget in advance of the service charge year like we would if we managed it directly.

In any case, your PMO will follow a review process to identify any issues and provide you with a formal opportunity to raise queries so that these can be given to the managing agent to address. However, where we have not appointed the agent and they are responsible to a third party our influence is of course limited.

Service charge billing

Invoices that the managing agents issue will be received by your PMO and reviewed before being placed on your sundry account for payment. Your PMO will then send you a copy of the invoice received along with a cover letter. However, in some instances, the managing agent might be instructed to invoice you directly.

Invoices we receive might be for a quarter or six months if this is the invoicing period for our interim lease, however the payment terms of your lease remain unaltered. We will debit the full amount invoiced to your sundry account but if your lease requires you to pay your service charge monthly then you need only pay the monthly contribution advised by your PMO.

Service charge accounts

When we receive accounts from the managing agent, we review these and then provide them to residents with an invitation to submit queries which we will address to the managing agent alongside our own. Once the managing agent has answered the queries to the satisfaction of the PMO, they will send a summary or responses received and provide the details of these to all the residents through a circular communication. If necessary, a residents meeting will be arranged and the managing agent invited.



Leasehold policies

Subletting

If you want to sublet all or part of your home, you should always check with your PMO to see if this is allowed. If you are allowed to sublet, you will be responsible for the subtenants, and you would be held responsible if their actions broke the terms of the lease.

Shared ownership leaseholders

Leases for most shared ownership properties will not allow subletting and NHG is not able to grant consent to sublet your property as this would breach the terms of your lease. However, in a small number of circumstances (i.e., a need to relocate temporarily for work, caring responsibility or armed service) NHG will tolerate shared ownership leaseholders subletting for a time-limited period provided certain conditions are met.

Subletting and cladding

There are also circumstances where we allow shared owners to sublet because the need for Building Safety works or the lack of an EWS1 prevent a sale. In these cases, the permission to sublet can be considered for a period up to 2 years and extended further if necessary, following a further request.

Airbnb

We do not allow our residents to Airbnb their property, regardless of their equity share. This is because under the terms of most leases, there is a clause regarding private residence in single occupation. As most Airbnb lets are short term of under 90 days, you cannot use your flat for this purpose as this would be in breach of your lease and likely planning permission too.

Keeping pets

In all circumstances (excluding freehold residents on NHG estates) residents must have written permission to keep a pet. All reasonable requests will be considered but where the lease does not allow you to keep a pet then unfortunately, we cannot consider it.

If you want to keep a pet, you should contact your PMO first, even if a previous leaseholder had a pet. Whether you will be allowed to keep a pet depends on the terms of your lease as some leases prohibit it entirely so your PMO will check.

Where the lease allows us to grant permission we will do so, providing that:

- The property is suitable for the pet. When assessing suitability, we will consider the size and layout of the property, access to a garden or communal grounds (if appropriate), access to the property (whether it is shared or not), type and size of pet
- The pet does not cause a nuisance to others or damage to the property

Where you can seek our permission, you will need to fill in a questionnaire to provide the information we require and the PMO may also ask your neighbours for their views. We will not refuse permission unless we have good reason. If we do not own the property, you may have to pay a fee to the owner.

If permission is granted, you will be responsible for any nuisance or disturbance caused by the animal and will also be responsible for all costs arising from damage caused by the pet. We can withdraw the permission at any time if we have good reason to do so.





Neighbour disputes

We know that relations between neighbours can sometimes break down. People often live in close proximity to others who have different lifestyles or working patterns, therefore, some tolerance is required for communal living.

We expect you to manage your own relationships with neighbours and to raise any issue concerning a grievance or disturbance with your neighbour amicably. It is likely that they do not know that they are causing a disturbance and once told will take action to address it as any reasonable neighbour would not willingly disturb another.

If having done so the nuisance does not diminish, you should report any future disturbance to either the police or environmental health as appropriate. We cannot do so on your behalf and any incident is likely to have ended by the time we are made aware which would prevent any redress. If a crime number is issued by the police, a conviction obtained, or enforcement action taken by environmental health this enables us to take action against the culprit for breach of lease. Without these no breach is proven and the actions available to us are limited.



Antisocial behaviour

Antisocial behaviour is any behaviour which could annoy, upset or cause a nuisance to any person, or which involves using or threatening to use our housing for unlawful purposes. All our tenancy agreements and leases state that tenants and leaseholders must not harass, disturb or cause a nuisance to others.

These are the kinds of problems that may cause a nuisance.

- Loud music and shouting
- Misusing shared areas
- Racial or sexual harassment
- Drunkenness, drug use and drug dealing
- Not clearing up after a pet
- Graffiti, vandalism and criminal damage
- Littering and fly-tipping
- Being violent or threatening violence
- Prostitution

How to report antisocial behaviour

If you want to report antisocial behaviour, you should contact your PMO. They will give you further information about the procedure to follow.

However, if you witness a crime being committed you should report this immediately to the police. Similarly, if there is a noise disturbance, you should contact environmental health. If you do so and these authorities take action, this provides evidence of ASB which we can act upon.

Note: If your home is managed by a separate managing agent, your PMO will refer the matter to the managing agent or you might contact them directly.

What will happen next

Your PMO will investigate the matter to determine what has occurred based on the evidence provided and what action it would be appropriate to take. This might involve contacting those responsible for the behaviour or speaking to other witnesses.

The officer will get back to you within two weeks to talk to you about what action can be taken to prevent the antisocial behaviour.

If we determine that we cannot take further action (for example, if there is not enough evidence of the antisocial behaviour), we will close the case and write to you confirming our reasons. However, we may ask you to keep a diary of further antisocial behaviour or explain how to report it to other agencies.

In the worst cases, we may decide to take legal action against the person or people responsible for the antisocial behaviour. To do this we need sufficient evidence to support our case in court and may need you and other witnesses to the behaviour to appear in court.

Action that can be taken to deal with antisocial behaviour

We can do the following to try to prevent antisocial behaviour from continuing.

- Give informal warnings
- Seek a legal remedy such as an injunction or seek to forfeit a tenancy or lease
- Refer the problem to enforcement agencies such as the police or environmental health
- Work with other agencies, such as social services or youth services, who have extra skills and powers
- Improve the block or estate to make it safer (for example, providing better lighting).



Property transactions

Staircasing

The process of purchasing additional shares in your shared ownership home is called staircasing. Whether or not and how you can buy further shares will depend on the lease but if the lease allows you to increase your share, you can do this at any time. In most cases, you will be able to increase your share up to 100%, acquire the full leasehold interest in your property and no longer have to pay a shared ownership rent.

What do new shares cost?

The price of the share you buy will be calculated as a percentage of the full, current market rate.

You'll need to arrange for an independent RICS-accredited valuer (not an estate agent) to provide a valuation. They'll tell you the current market value of your home, which will be used to establish the price you pay for further shares. A list of valuers can be found on our [panel of surveyors](#) webpage.

Example:

If you own a 50% share and the full value of your home is £100,000, the price of the remaining 50% share will be 50% of £100,000= £50,000.

How are the value of improvements accounted for?

The valuers report should include a valuation figure with and without improvements. If you have been granted permission to carry out improvements that affected the value of your home, we will use the value without improvements to establish the extra share price. For further details please see our [home improvement webpage](#).

How will my rent change after staircasing?

Once you've bought extra shares, your rent will go down in proportion to the share you have bought. For example, if you increase your share from 50% to 75%, your rent will reduce (you will pay rent on 25% of the property rather than 50%). You can use our [staircasing calculator](#) to estimate how much rent you will need to pay if you staircase.

If you increase your share to 100%, you will stop paying rent. However, you will most likely still have to pay the service charge and any ground rent.

Are there any other costs?

Yes. As well as paying for the extra share, you'll have to pay some other costs. They include the following:

- The independent valuer's fee
- Your solicitor's fees
- Stamp Duty if applicable
- The cost of your mortgage lender's valuation

In the case that you cancel your application, or do not complete for any reason, you'll also be required to pay our solicitors' fees and/or cancellation fees.

Selling your shared ownership home

Shared owners must allow their landlord the chance to market their home as a shared ownership product for a period, to allow others access to an affordable housing product. When you wish to sell your shared ownership home, you must therefore first contact us.

How does a shared ownership resale work?

When you're ready to sell your shared ownership home, we will market your share for the period defined in your lease. Usually this is for a period of eight weeks.

We'll produce professional photographs and floorplans of your home and advertise it online. Then, if we find a buyer, we'll charge a fee of 1% plus VAT of the value of your share.

If we can't find a buyer, you can choose to let us keep trying or we'll give you permission to

sell your home on the open market. Also, if your home is outside of London we may refer you to [Share to Buy](#), who is an external estate agent. They will charge a fee of 1% of the full market value plus VAT.

Are there any other costs?

Costs will vary depending on how your home is sold. If you are selling your share through us, you will need to pay for the following:

- Your valuation report
- Your and our solicitors fees
- Your resale fee
- Your [management pack](#)

For more information on how to get started on selling your home, please see our [step-by-step guide](#) and read our [FAQs](#) on our website.

Remortgaging

Shared owners usually require our permission to remortgage when we are the landlord. This is because it is an affordable housing product and we retain an interest in the remaining equity. If you're a 100% owner, you do not need our permission to remortgage.

If you wish to remortgage, you will need to contact your PMO who will review the specific terms of your lease to identify any requirements for granting permission. If you do require our consent, you'll be required to complete our remortgaging form and pay an [admin fee](#) for us to process your application.

We will only grant permission to shared owners for a remortgage up to the value of your current share and will only give consent to additional borrowing for specific purposes such as:

- To change lenders or terms of the current mortgage (up to the outstanding balance of your original loan)
- For repairs that are required to comply with the terms of your lease
- To transfer ownership of your home

Extending the lease where NHG are the superior landlord

Leaseholders have a statutory right to a lease extension and can follow that formal process. However, we have an informal procedure for both leaseholders and shared owners that provides a better option for both parties as it's quicker and cheaper for residents and only 100% owners have access to the formal process.

We instruct a surveyor to carry out a valuation of your home and work out the cost of the lease extension and this is presented to you for consideration. We offer both shared owners and standard leaseholders the opportunity to extend their lease by a further 90 years with no ground rent.

Shared owners are offered the lease extension at the percentage of the price equivalent to the percentage they currently own.

For example, if the cost of the extension is £10,000 and you own 50%, they will pay £5,000 as this is 50% of £10,000.

For an initial consideration of how much a lease extension might cost you can use the LEASE [lease extension calculator](#)

If you have any questions about extending your lease, email us at resaleandlegal@nhg.org.uk or call 0203 815 0060. You can also find more information on our [lease extension webpage](#).

Extending the lease where NHG are not the superior landlord

Extending the lease where NHG is not the superior landlord or freeholder can be much more complicated and would not follow the process set out above. As a result, these transactions can take around six months or longer to complete and involve additional fees.

If your superior landlord is not NHG and you want to extend your lease, please contact our Resales & Legal Team by emailing resaleandlegal@nhg.org.uk or calling 0203 815 0060. A Resales & Legal advisor will give you advice and support before and during the process and will contact the superior landlord on your behalf if the freeholder refuses to deal directly with you.

Buying the freehold of your building or house

The law gives leaseholders the right to buy the freehold of their building with other leaseholders, this is known as Enfranchisement. However, not all buildings qualify as there are some limitations and it is necessary for a certain number of leaseholders to participate.

To qualify, the following criteria must be met:

- The block must have two or more flats in it, and: at least two-thirds of the flats must be held on long leases (over 21 years)
- If it is a mixed-use building (not used just for homes), at least 75% of the floorspace in the building (other than shared parts) must be residential

- The leaseholders of at least half the flats in the block must want to buy the freehold.

Further information can be found on the [LEASE website](#) or you can contact our Resales & Legal Team by emailing resaleandlegal@nhg.org.uk or calling 0203 815 0060.

If you own a lease on a house (not shared ownership), it is also possible to purchase the freehold of a house. Further details on that process can be found [here](#). Alternatively you can contact our Resales & Legal Team.

Right to Manage

In some circumstances leaseholders may also be interested in taking over the management of their block of flats, this is what is known as the Right to Manage (RTM). Leaseholders acquire the right to take over management of their building from the freeholder by forming a RTM company and following a formal process.

To qualify, your block must meet several requirements:

- The building must contain at least 2 flats (if there are only two then both must be members of the RTM company)
- Non-residential properties within the block (e.g., shops, office space) must not make up more than 25% of the building

- A minimum of two-thirds of the flats within the block must be owned by long leaseholders (i.e., Leases of more than 21 years)
- A minimum of half of the leasehold properties must agree to the RTM acquiring management

If you wish to find out more about RTM, further information can be found [here](#). Alternatively, you can seek independent advice from a solicitor.

A photograph of two women sitting at a table in what appears to be a cafe or office breakroom. The woman on the left has blonde hair and is wearing purple-rimmed glasses and a black top with a colorful patterned scarf. The woman on the right has dark hair and is wearing a grey sweater over a plaid shirt. They are both looking towards each other as if in conversation. In the foreground, two white coffee cups on saucers are visible on the table. The background is slightly blurred, showing shelves with various items and a bright window.

Useful information for leaseholders

Administration Fees

As a landlord, we recover administration fees for additional services. This can include costs incurred for the grant of approvals under a lease, the provision of information or documents, costs arising from non-payment or costs arising in connection with a breach of a lease. You can find our administration charges on our website [here](#).

Data protection

Your privacy is important to us, which is why we only collect the information we need from you to provide you with our services. We take great care to ensure the information we collect is kept confidential and handled responsibly and in accordance with legal requirements including data protection legislation. To find out more about our data protection policy, the data we collect and how we use data, please visit our [website](#).

Under the Data Protection Act and GDPR, you have the right to request the information we hold on you by filling out a 'Subject Access Request' form.

You can request this form by writing to the address below:

Subject Access Request,
Notting Hill Genesis,
1-3 Sussex Place
Hammersmith
London
W6 9EA

Or you can email us with the subject heading 'Subject Access Request' at dataprotection@nhg.org.uk.

Feedback on our service

Positive feedback and compliments

We would love to hear any positive feedback you might have on our service. If you'd like to give a compliment or tell us about a positive experience you have had, please go to 'My Enquiries' section of My Account.

Feedback surveys

We want residents to be happy with the service we provide. Therefore, following a contact with your PMO, you may receive a feedback survey the next day either as an automated call or text message. These surveys allow us to hear first-hand feedback from residents and how we can improve our service.

Making a complaint

We aim to provide an excellent service, but we know that things can sometimes go wrong.

We want to know when we get things wrong or when you are unhappy with the service you have received from us. When we receive a complaint, we see it as an opportunity to improve.

If you have a complaint, you or someone acting on your behalf should contact your PMO. The quickest way to make a complaint is using [My Account](#) but you can also tell us about your complaint on the telephone, in writing, by email or during a visit.

Please make your complaint as specific and detailed as possible and explain what outcome you are looking for as part of your complaint. The more information you can provide about what you are unhappy with, the easier and quicker it may be to solve the problem.

When we receive your complaint, we will tell you when you can expect to receive a full response.

Managing a complaint

Complaints can often be settled relatively quickly between a leaseholder and their PMO without the need to go through the formal complaints process. If this is appropriate, your PMO will contact you to discuss this.

If your complaint cannot be settled informally between you and your PMO, it will be treated as a formal complaint and your PMO will contact you to clarify the issue and agree how and when it will be resolved. If your complaint is about your PMO, it will be dealt by their line manager. We aim to contact you to acknowledge your complaint within two working days, followed by a formal written response within 10 working days.

If you remain unhappy, you can ask for your complaint to be reviewed by a manager or Senior Property Management Officer who wasn't involved in the original decision. The manager will ask you if you would like an independent resident to also review your complaint. They aim to review your complaint within 20 working days and will keep in contact with you during this time. If at any time during your complaint we need more time to fully resolve the issue we will agree this with you.

Once our complaint process is finished

If you are not satisfied with the final outcome then you can then refer your complaint to the Independent Housing Ombudsman Service. You can also contact them at any stage of your complaint for advice or support. You can contact the [Housing Ombudsman Service](#) on 0300 111 3000. Please note they will only usually look at a resident's complaint once it has been all the way through our complaint process

Further information

You can find out more about the process by visiting our website. You can also find a complaint leaflet with further information on NHG's complaint process on our [website](#).

External advice

There are several independent third parties that you may wish to approach or consult if you have a query or require information.

Leasehold Advisory Service (LEASE)

The [Leasehold Advisory Service](#) provide free advice to leaseholders on the laws affecting residential leasehold property in England and Wales. You can contact them to make a telephone appointment [here](#).

First Tier Tribunal (Property Chamber)

The First Tier Tribunal (Property Chamber), also known as the FTT, is empowered to make decisions on various types of disputes relating to residential leasehold property. Both landlords and leaseholders can ask the FTT to investigate leasehold disputes.

You can find out more details by visiting the [UK Government website](#).

Additional support

We understand that sometimes our residents might need additional support, whether its financial help, mental health support, legal advice, or family support. As a NHG resident you can benefit from our partnerships with local support agencies who can help you. Please visit our website which has a comprehensive [list of agencies](#) that you may wish to contact to seek advice and/or support with housing, financial or mental health and wellbeing matters.

General Advice

Citizens Advice Bureau

You can visit the [Citizens Advice Bureau](#) for a wide range of issues and talk through your issue online with a trained adviser (10am-4pm Monday-Friday) [here](#).

Mary Ward Legal Centre

Those seeking housing, welfare benefits and other enquiries, you can call the [Mary Ward Legal Centre](#) on 0207 831 7079. For housing advice alone, it is also possible to use a [webform](#) via their website. For debt advice, please call 0207 269 0292 or email debtadvice@marywardlegal.org.uk

Mental health

Samaritans

For anyone struggling to cope or who needs someone to talk to the [Samaritans](#) are available 24/7. You can call for free from any phone on 116 123 or send an email to jo@samaritans.org (response time 24 hours).

Mind

[Mind](#) offers advice, support and information around mental health issues including self-harm. You can call the Mind Infoline on 0300 123 3393 or email info@mind.org.uk to find out what services are available in your area. Lines are open 9am-6pm Monday-Friday.

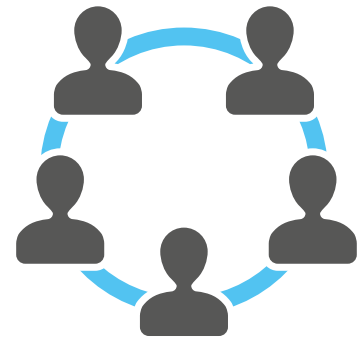
Mental Health Foundation

The [Mental Health Foundation](#) provides a range of resources to help people look after their mental health.

Looking after mental health

The NHS also has the [Every Mind Matters](#) programme which provides mental health advice and assistance online.

Getting involved



Residents are at the heart of shaping our services. The resident involvement team helps you provide feedback and enables you to work with us to identify opportunities to involve residents and help improve the services you receive.

There are many ways you can get involved. Most are open to all residents, but some are restricted or may be relevant to certain residents only.

If you'd like to receive opportunities to get involved, please complete our ['Expression of interest form'](#). We recognise involvement and reward residents' contributions. For more details see our [rewards and recognition policy](#).

Opportunities include:

Fixed membership groups

These groups, often chaired by a resident, specialise in certain service areas (such as repairs or rents and service charge). Any resident who cannot participate for whatever reason can be signposted to other opportunities or put on a waiting list.

Task and Finish

These are time-specific service improvement projects that respond to resident feedback and trends. Many of these are agreed and sponsored by the [Resident Voices Group](#) – the representative hub of our involvement network - made up of resident chairs and committee members.

These projects vary in length and subject matter. They happen throughout the year and will be advertised and recruited for in advance.

Short one-off consultation

Residents who may wish to get involved in smaller one-off activities can sign up to receive such opportunities. These can vary from policy reviews, procurement focus groups or communication sense checking either in virtual meetings or by email.

Resident Associations

Residents can be supported to form a Residents' Associations to interact with NHG or provide feedback collectively. If formal recognition is obtained, the resident association also acquires additional rights concerning service charges.

For more information about the offers, visit our [Get Involved](#) webpage.



Glossary

Apportionment – the process in which service charge costs are shared between residents in a building or on an estate. This process must be compliant with the terms of the lease.

Arrears – An amount of money that is owed by the leaseholder to the landlord. This refers to any missed payment that is required under the terms of the lease whether it be shared ownership rent, ground rent or service charges.

Building safety fund – a UK government fund that aims to protect leaseholders from the cost of rectifying fire safety risks caused by unsafe cladding on high-rise buildings by meeting these costs in full or in part.

Common area/space – the shared parts of a building or estate that do not belong to leaseholders. This can include the structure of the building, the roof, hallways, staircases, gardens, parking or concierge office.

Communal plant – plant equipment that is sometimes used in blocks of flats to supply power and heat to communal areas as well as individual properties.

Cyclical redecorating – periodic redecoration or maintenance of the structure, common parts or outside of a building or estate in order to maintain its appearance and value.

Estate inspection – when a Property Management Officer visits a property, block or estate to ensure these are well maintained and clean, identify any items of disrepair, monitor contractor performance and ensure the building is safe.

Fittings – items that aren't attached to the property. For example, shelves, free-standing furniture and appliances and pictures.

Fixtures – items in a property that are attached or 'fixed' to the property. For example, radiators, sinks, showers, plug sockets, boilers, dishwashers and worktops.

Freeholder – outright owner of a property and the land it occupies.

Ground rent – a payment generally made by the leaseholder to the freeholder which is for the land the property is on, under the terms of the lease. It's called ground rent because the freeholder owns the ground which the leasehold house or flat sits on.

Intermediate landlord – a landlord who owns an intermediate lease. For example, they might own a lease for a property so have a landlord and obligations of their own but have issued a lease for a part of their property to their own leaseholder.

Intermediate lease – a lease of land, a building or part of a building which is intermediate because another lease has been granted underneath it.

Lease – a tenancy agreement for a term of 21 years or more, giving the leaseholder the exclusive right to live in a property for a set term. A lease is a contract that sets out the terms between the landlord and the leaseholder.

Lease extension – when a leaseholder extends the term of their lease.

Leaseholder – a tenant who has a specific type of long-term tenancy known as a lease. A leaseholder has the right to live in a property for the amount of time remaining on the lease.

Major works – repairs, refurbishments or improvements made to our buildings or estates to ensure they are well maintained. For example, repairing the roof.

Management fee – the fee which is payable to the landlord in return for its management of the building or estate and fulfilment of its lease obligations. This forms part of the service charge.

Managing agent/external managing agent (EMA) – a third-party agent who manages a block or estate as NHG is not the freeholder or does not manage the property directly.

My Account – our online portal which provides residents with instant 24/7 access to your account. It's a quick and easy way to perform several tasks, including reporting and tracking repairs, contacting your Property Management Officer, making a payment and providing feedback.

Property Management Officer (PMO) – your single point of contact for any queries or concerns. Each PMO is responsible for setting the service charges, income collection, instructing and managing repairs and carry out estate inspections.

Remedial work – work that repairs, replaces and/or removes items that are hazardous. Examples of remedial work includes the removal of unsafe cladding, installation of fire doors and installation of carbon monoxide decoration.

Remortgage – the process of moving from one mortgage deal to another but remaining in your current home.

Reserve fund/sinking fund – a fund that is kept aside to meet costs in case we need to carry our major repairs or maintenance to the building. This forms part of the service charge.

Service charge – the fund that pays for all the shared services that the building requires and the management fee. This can include repairs to common areas, cleaning, gardening, lift maintenance and building insurance.

Shared owner/shared ownership – when a leaseholder buys a percentage of a house or flat – from 25% to 75% of the full equity – and pays rent on the remaining portion.

Shared Ownership rent – the rent shared owners pay on the equity of their home they do not own. As shared owners purchase more equity through staircasing, shared ownership rent will decrease.

Superior landlord – the landlord who has a superior interest in the building to the intermediate landlord and who's ownership of the property reverts once the term of the lease runs out.

Staircasing – the process of buying more shares in a shared ownership home.

A multi-story brick building with balconies and large windows. The building is constructed of light-colored bricks with dark mortar. The balconies have dark metal railings. A logo is overlaid on the top left of the image. The logo consists of a green circle with a blue and yellow border, containing the text "Notting Hill Genesis" in white. A small, bare tree is in the foreground on the left side of the building. The ground in the foreground is paved with light-colored tiles.

Notting Hill Genesis