

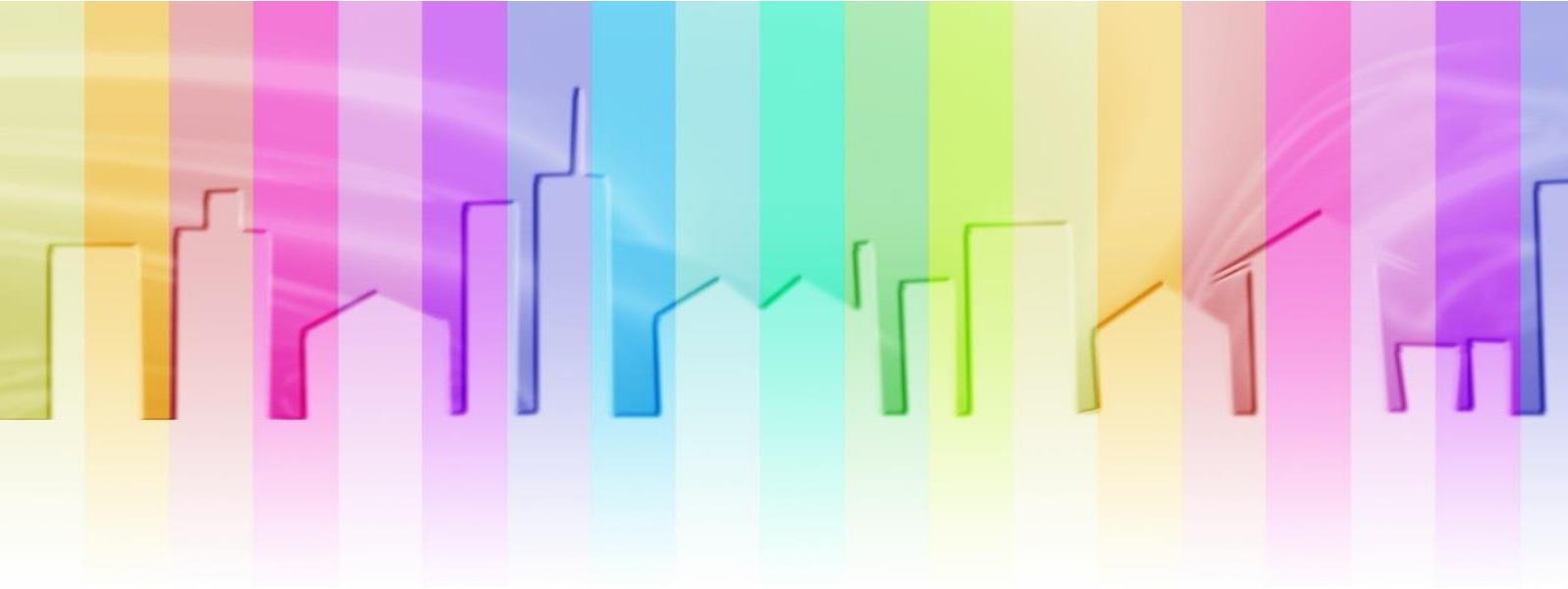
Leaseholder and Shared Ownership Handbook

Axiom Housing Association

March 2016

www.axiomha.org.uk
01733 347135

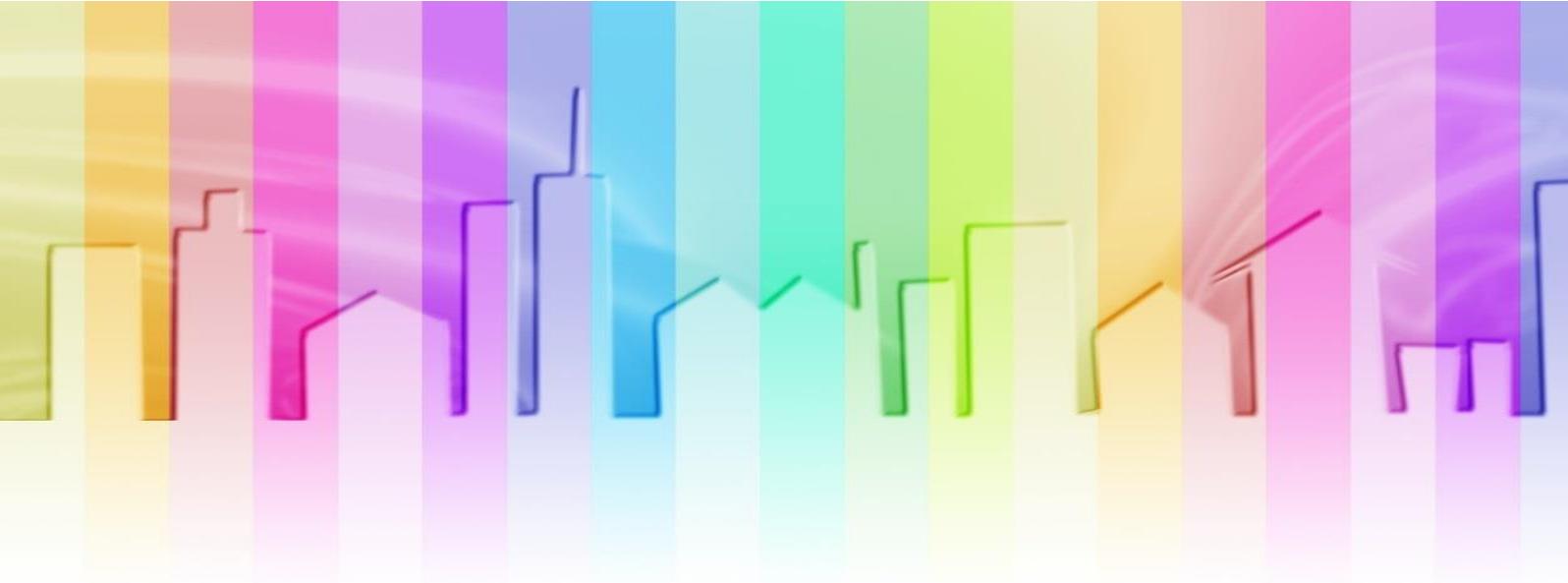




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1. Introduction

Axiom Housing Association would like to take this opportunity to welcome you as a leaseholder or shared owner.

We have put together this handbook in partnership with a number of existing leaseholders as a general guide to ensure you obtain the maximum enjoyment from your new home.

The handbook describes both Axiom's responsibilities as your landlord and your responsibilities as a leaseholder or shared owner.

This handbook is for your information and guidance only. It is not legally binding and does not replace the lease agreement, which sets out in full the legal terms and conditions of the lease with us.

1.1 About Axiom

Axiom Housing Association was established in 1967. Our primary mission is to make a positive difference to people's lives and our communities.

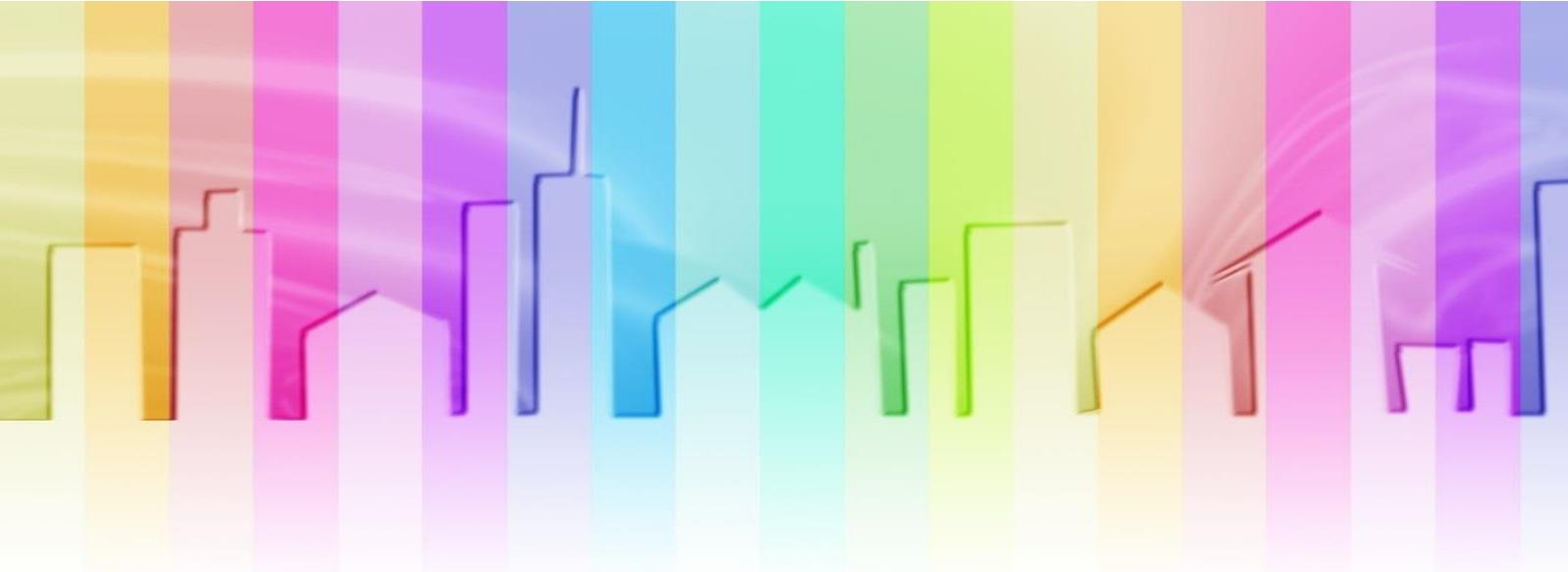
We own more than 2,200 homes across Peterborough, Cambridgeshire and Lincolnshire and provide housing and services to over 5,500 people.

We have a number of leasehold properties across our portfolio, including family houses and flats, sheltered and extra care scheme properties alongside bungalows for older people.

We hope you find the handbook easy to understand and useful in helping to answer any queries you may have.

Further information can be found on our website

www.axiomha.org.uk



2. Your rights and responsibilities

What is a leaseholder?

A leaseholder is someone with the right to possession of a flat or house for a fixed period of time, as set out in their lease.

The freehold on the property is held by Axiom Housing Association.

What is shared ownership?

Shared ownership is an affordable home ownership option that allows you to buy your home in stages, whilst paying rent on the proportion you do not own.

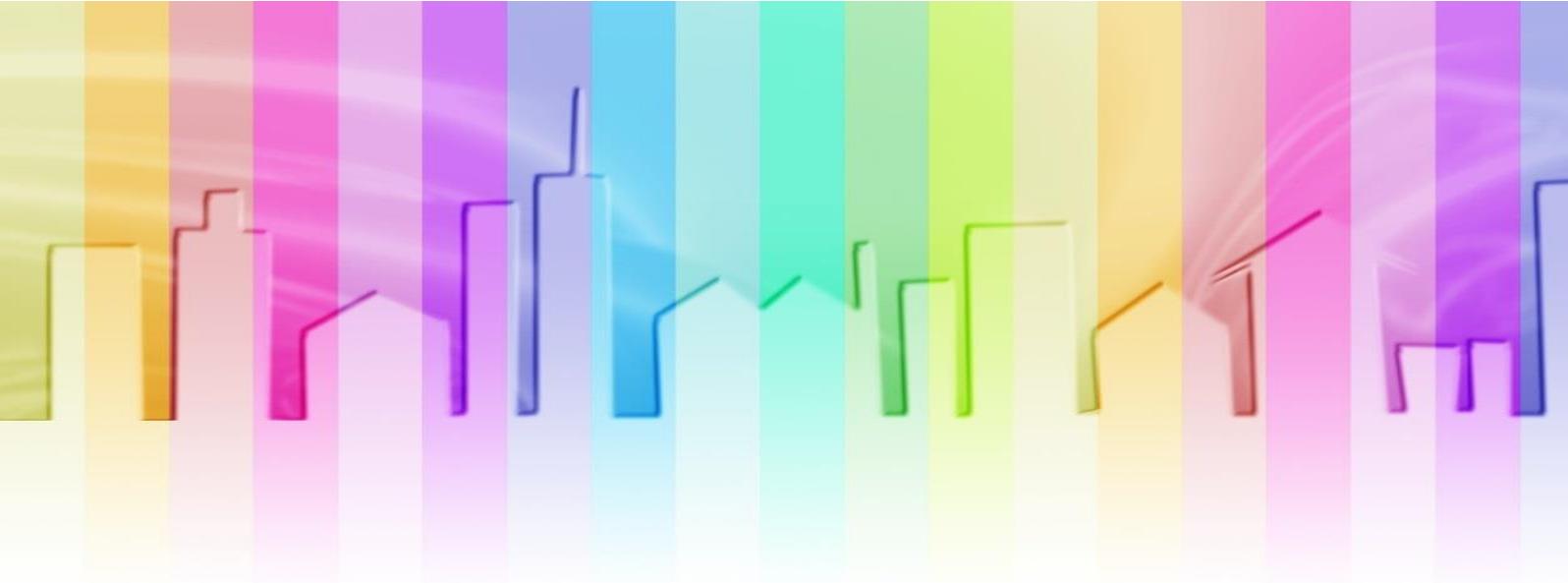
You are able to purchase between 25% and 75% of the value of the property, and a lease is issued for this sale; you pay rent on the remaining percentage and in addition you pay service charges for communal charges. Some leases allow you to purchase up to 100% of the property to obtain the freehold.

Your lease sets out your legal rights and obligations in full.

The freehold and remaining shares are held by Axiom Housing Association.

Living in the property

Your lease does not allow you to part with possession of the property except through an approved assignment. You can only sublet if your lease is for 100% of the property. If your circumstances change and for any reason you can no longer live in the property, please get in touch with us to discuss your options.



Your rights and responsibilities continued

As a shared ownership leaseholder you are expected to occupy your property as your main and principal home. Your lease does not allow you to part with possession of the property except through an approved assignment. This means that you cannot sublet the property permanently to somebody else. If your circumstances change and for any reason you can no longer live in the property, please get in touch with us to discuss your options.

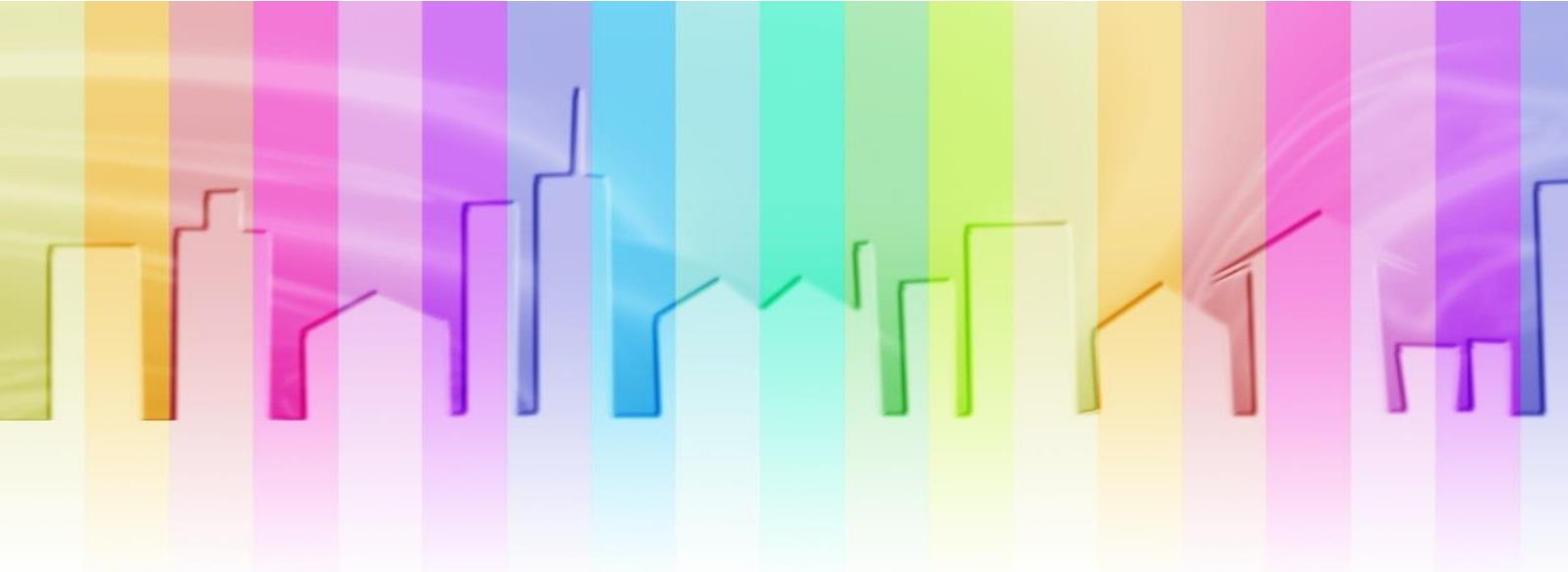
The Lease

You should keep your lease in a safe place; as it is a legally binding document.

The lease is the legal agreement between you and Axiom Housing Association. It sets out the rights and responsibilities of Axiom Housing (as landlord) and you as the owner of the flat or house (leaseholder/shared ownership leaseholder). The lease gives you a long term interest in your home, but Axiom owns the freehold and the land on which the house or flat is built.

When you bought your home your solicitor would have explained the terms of the lease and the responsibilities you were taking on. You would also have received a copy of the lease. If you have never received one then you should ask your solicitor to forward you a copy. If you have mislaid your lease we can provide a copy, but there will be an administrative charge for this.

If you bought your property from new, then the lease will normally be for a period of approximately 99 years and it will have your name on it. If you bought the property from someone else, then you should have received a Notice of Assignment from your solicitor confirming that you have purchased the lease for the remainder of the term. Please note that the original owner's name will remain on the lease itself.

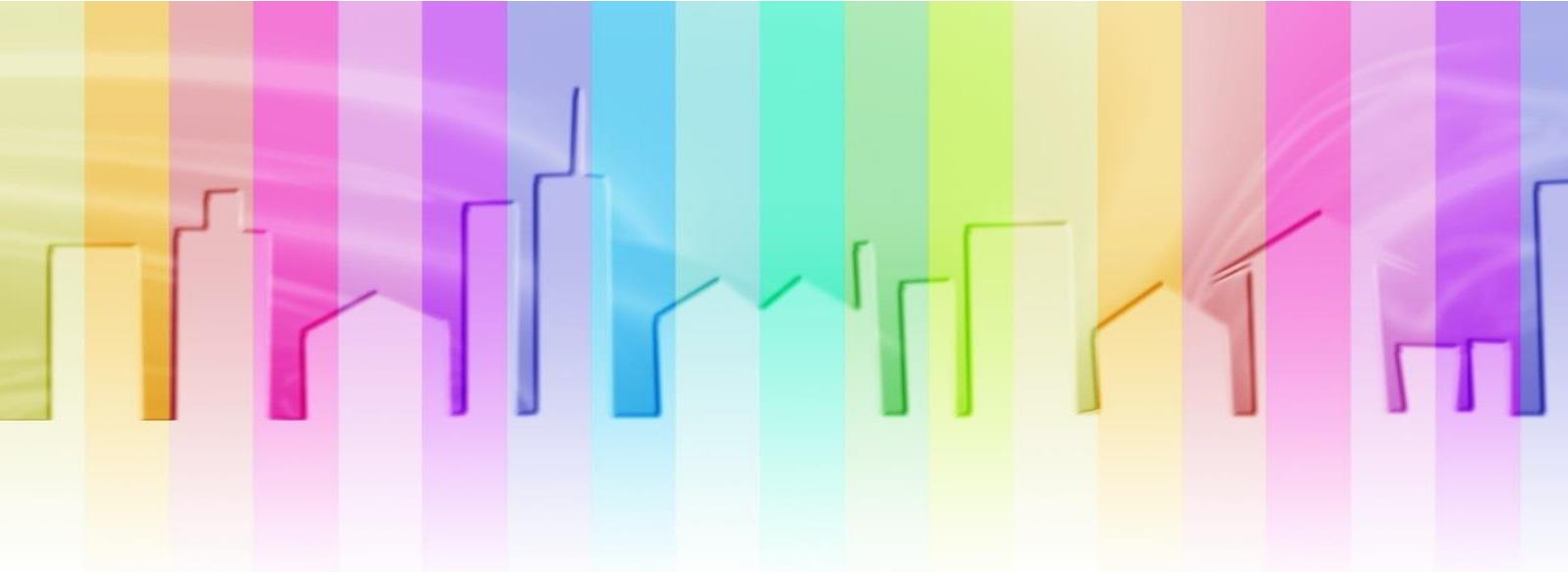


Your rights and responsibilities continued

You can get further advice on your lease from the Leasehold Advisory Service at www.lease-advice.org or by calling 0207 832 2500.

Your rights

- The right of possession for you and your successors in title (i.e. any future leaseholders) is for the duration of the lease provided the terms of the lease are not broken.
- The rights extended to you as a leaseholder under statute (Acts of Parliament).
- The right to make alterations to the property subject to obtaining Axiom Housing Association approval.
- The right to 'quiet enjoyment' i.e. the right to live peacefully in your property without interference from your neighbours or Axiom Housing Association, provided that you comply with the conditions of your lease.
- The right to take in lodgers, if you have financial need to do so, or if you need a lodger to help you live independently, subject to obtaining Axiom Housing Association's approval.
- The right to know about your service charges and about changes in these charges.
- The right to inspect Axiom Housing Association's service charge accounts.
- The right to buy additional shares in your shared ownership property (known as staircasing). However there are a few exceptions at some locations.

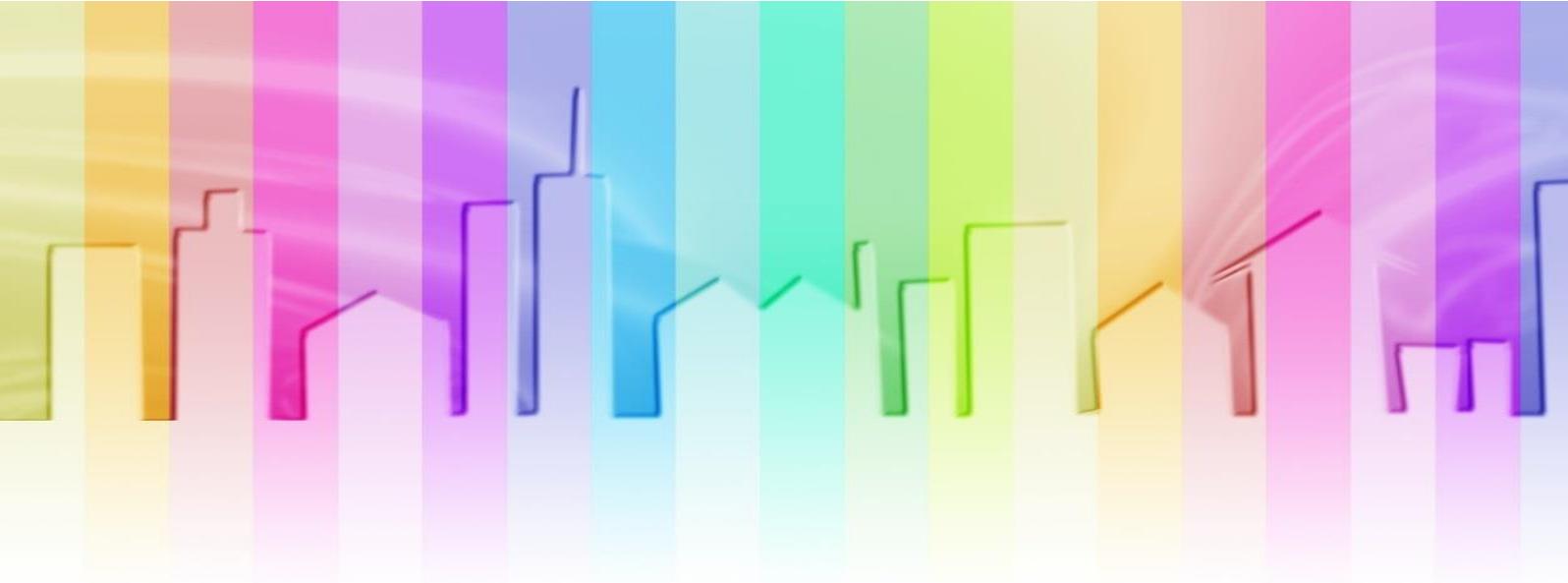


Your rights and responsibilities continued

- If appropriate, the right to be consulted about any major repairs for which you need to pay a share.
- The right to be consulted in some instances on contracts for the provision of ongoing services on which you will have to pay a share.
- The right to receive an annual service charge statement accompanied by a summary of your rights and obligations in respect of service charge.
- The right to withhold payment of service charge if you do not receive your annual statement and accompanying summary of rights and responsibilities within the prescribed time limits.
- The right to challenge your service charges, including administration charges, through the courts or a Leasehold Valuation Tribunal.
- The right to sell your equity share through the nominations procedure.

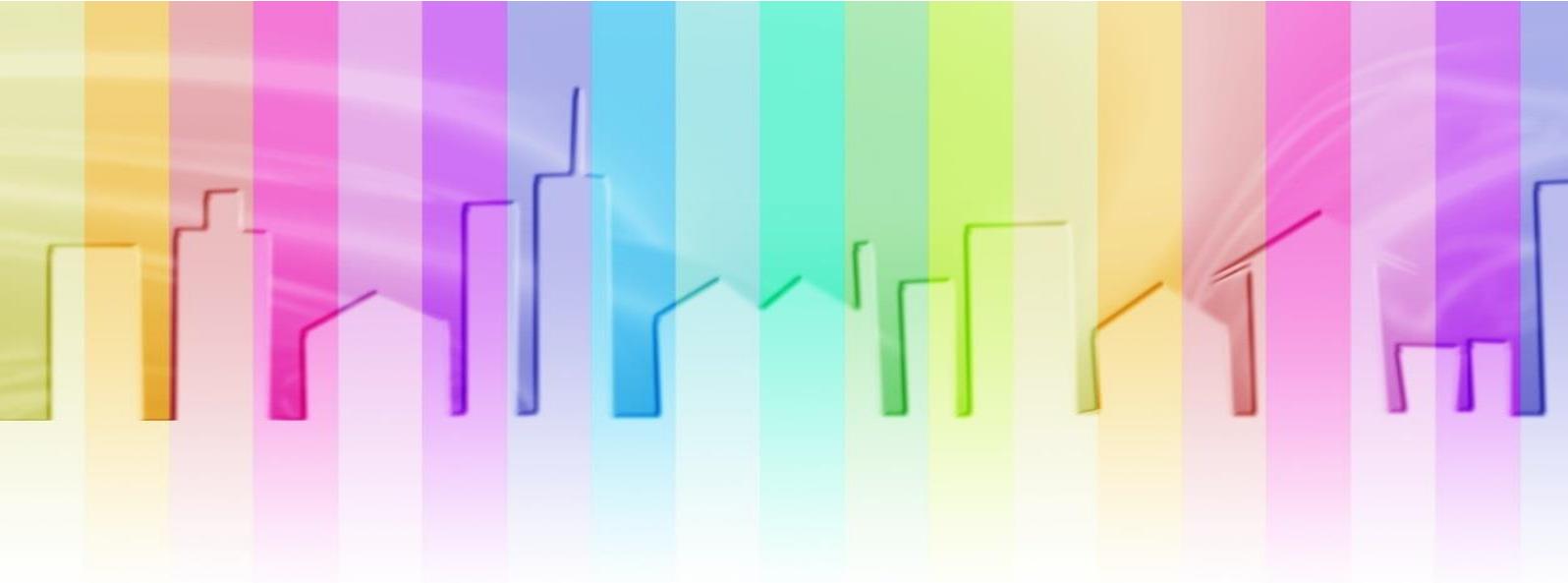
Your responsibilities

- To only use the property as a private home for you and your family. You must ensure that you do not use the property in such a way that could cause a nuisance to your neighbours, this includes making sure that members of your family, visiting friends and any pets do not cause a nuisance to others.
- To pay rent, service charges, ground rent, and management fees, as required.
- To have your gas boiler serviced annually, and supply a copy of the documentation to us.



Your rights and responsibilities continued ...

- Not to make any alterations or additions to the structure (which includes drains, gutters, external pipes and window frames) without written permission from Axiom Housing Association.
- Not to remove any fixtures and fittings without written consent.
- To immediately pass to Axiom Housing Association any legal notices served upon your property for any reason.
- To pay on demand a reasonable proportion of any major works carried out by Axiom Housing Association, if applicable.
- To maintain and repair all external parts of the property (excluding flats).
- To maintain and repair all internal parts of the property including services provided solely for the property.
- To allow Axiom Housing Association access to the property for inspection purposes and if necessary, to carry out works or repairs as directed by Axiom Housing Association.
- To pay all taxes and charges due on the property.
- Not to run a business from the property without prior written consent.



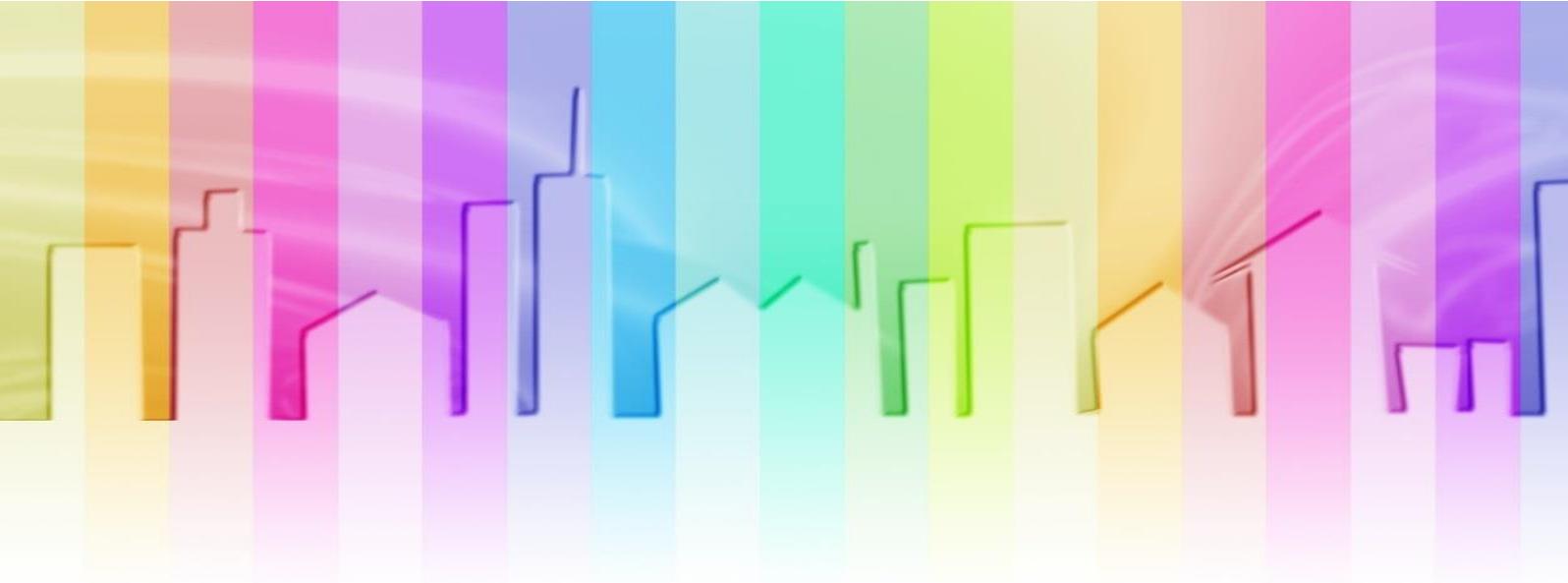
3. Axiom Housing Association Rights and Responsibilities

Axiom Housing Association responsibilities

- To insure your property against property damage. Also see Leaseholders/ Shareholders Summary of cover within the Building Policy document which is sent to you annually.
- To collect rent and service charge payments from you.
- To account for the leaseholder's funds in the prescribed manner.
- To maintain and repair all external and communal parts of the property (flat holders only).

Axiom Housing Association rights

- The right to review your rent on an annual basis, as detailed within your lease.
- The right to review your service charges on an annual basis, as detailed within your lease.
- The right to decide on the management of your property (you will be consulted on any major changes affecting the management of your property).
- The right of access to your property (following prior notice) to inspect its condition.



4. Rent and Service Charges

What is rent?

The rent is the amount which you need to pay on the share of your home which remains in our ownership. So, for example, if you have bought a 40% share, you will pay rent on the remaining 60%.

Only a small proportion forms the management fee which covers the cost of administering the services we provide. The remainder goes towards financing the cost to us of maintaining the property.

What is a service charge?

Service charges are fees that most leaseholders/shareholders pay to cover their share of the cost of maintaining the communal items/areas and buildings (depending whether it is a house or a flat): see further information below.

Axiom Housing Association's service charge policy is to operate a system of variable charges which will be reviewed annually. All charges will be calculated with the aim of ensuring that service costs are recovered in full. The service charge for any year will be based on the previous year's expenditure, income and estimates of likely future expenditure.

Costs will be apportioned between all dwellings receiving the particular service. Generally, the method of apportionment will be to divide the cost equally between the number of dwellings and any exceptions to this method will be specified in the service charge statements that are sent to you.

We are committed to consultation and will consult with you where the range of services is to be varied or if one or more leaseholders/shareholders ask for changes.



Rent and service charge continued

The financial year begins on 1 April and runs through to 31 March the following year. The amount stated in the draft budget for the year will be divided by twelve and you will be liable to pay this amount each month, along with any rent, if applicable.

Other charges

On occasions our properties will be overseen by a Management Company, instead of ourselves. This will be discussed with you at the time of purchase and information will be stated in your lease. Sometimes you will need to pay them direct, or via Axiom and this will be discussed with you, if relevant.

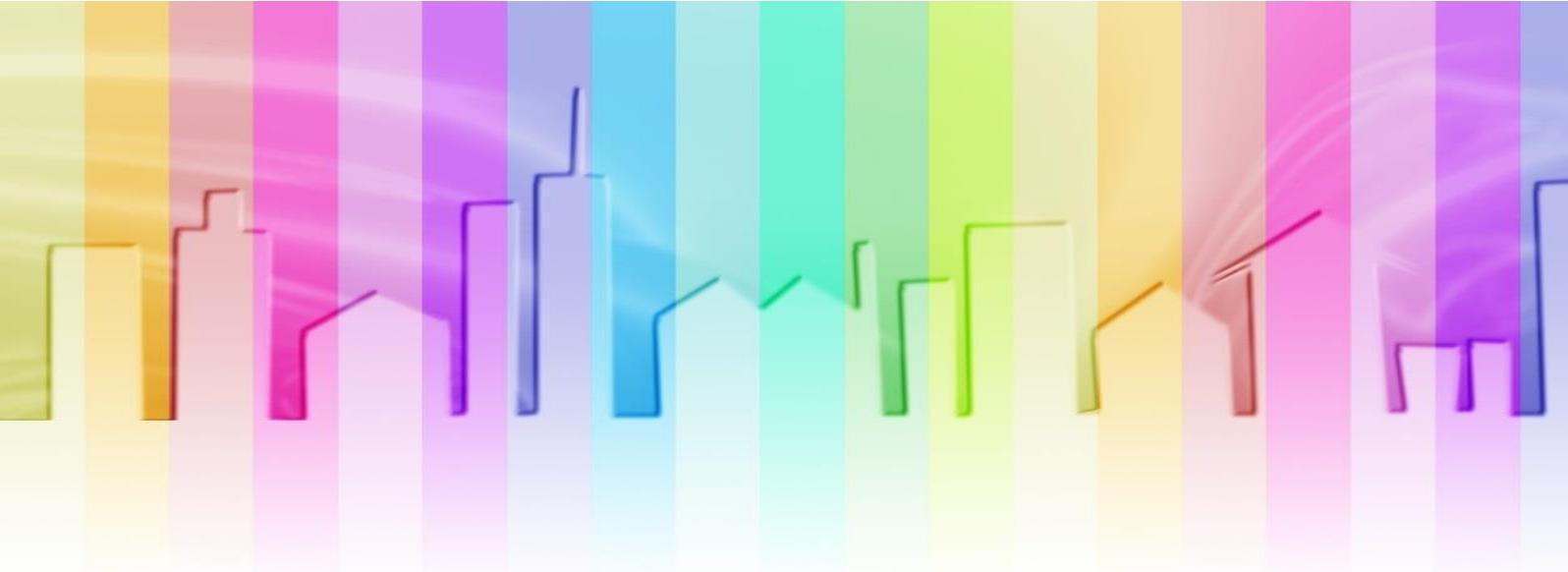
Some of our properties are also subject to ground rent. Again this will have been discussed with you at the time of purchase, and will be stated in your lease.

When rent and service charges are due and how to pay

Your rent and service charge payment is due in advance, to be paid by direct debit. We will set this up with you on completion of your purchase and let you know of any change to the monthly payment when the rent and service charge are reviewed each April.

Rent and service charge reviews

The amount of rent and service charge you pay is reviewed annually. Axiom will calculate the charges as set out in your lease and will give you at least four weeks' notice of changes to your rent and service charges.



Rent and service charge continued

What happens if you don't pay?

Non payment of rent and service charge is a very serious matter and could lead to you losing your home.

If you get into financial difficulties and can't pay, you must contact us straight away.

If you fall into arrears we may contact your lender to advise them of the situation. They may clear the arrears on your behalf and add the debt to your mortgage. However, they may also decide to take action to repossess your home, particularly if there are also arrears on mortgage payments. If this happens you are likely to lose not only your home, but also any equity which you may have built up in it.

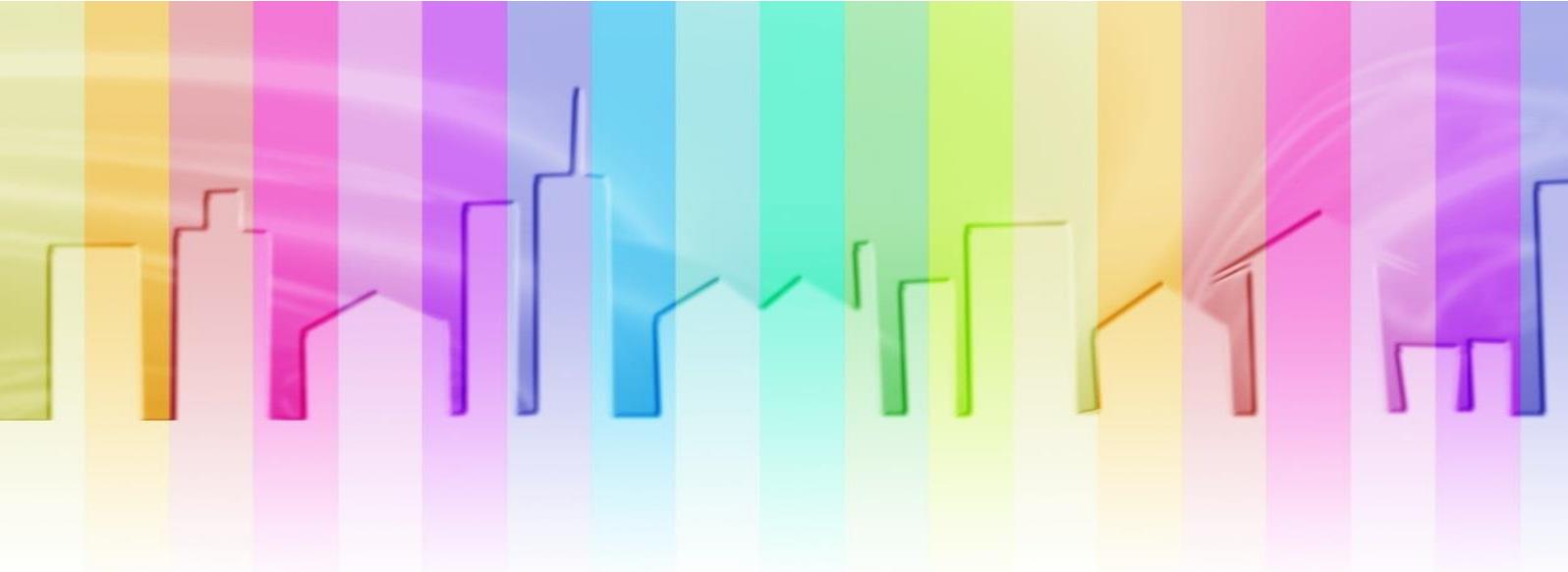
Forfeiture

Even if the mortgage lender doesn't take action, Axiom can still apply to a court for a possession order and a money judgement if you fail to keep up rent payments. This again could lead to losing your home.

Claiming Housing Benefit

If you fall into arrears because you lose your job or your income reduces you may be eligible to claim housing benefit towards the rent. You should contact your local authority straight away to make a claim as payments cannot usually be backdated.

If you are having trouble managing your finances, you should contact us immediately and we may be able to offer you support and assistance. Please also talk to your mortgage lender at an early stage as they can offer some flexibility.



Rent and service charge continued

Please remember that neither Axiom Housing Association nor your lender wish to see you lose your home. If you are getting into debt you must contact us immediately.

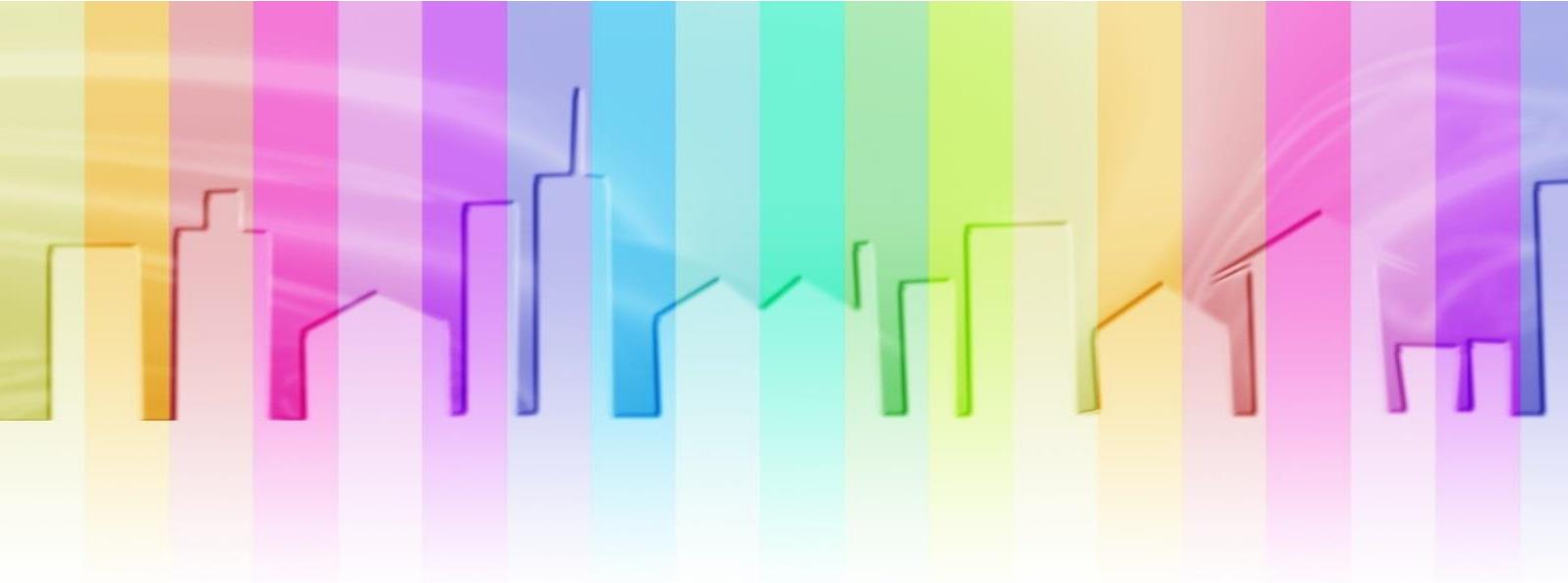
Service charges for houses

In some areas, Axiom Housing Association provides additional services to your estate, such as grass cutting etc. If this is the case, you have a responsibility to pay your share of the cost of these services.

Your service charge may include some of the following:

- Gardening and grounds maintenance
- Lighting of communal areas
- Cleaning of communal areas
- Repairs to communal areas e.g. block paving
- Provision and maintenance of un-adopted roads or footpaths and street lighting
- Buildings insurance

Please note that not all service charge items are listed here and some may or may not apply to the property you live in.



Rent and service charge continued

Service charges for flats

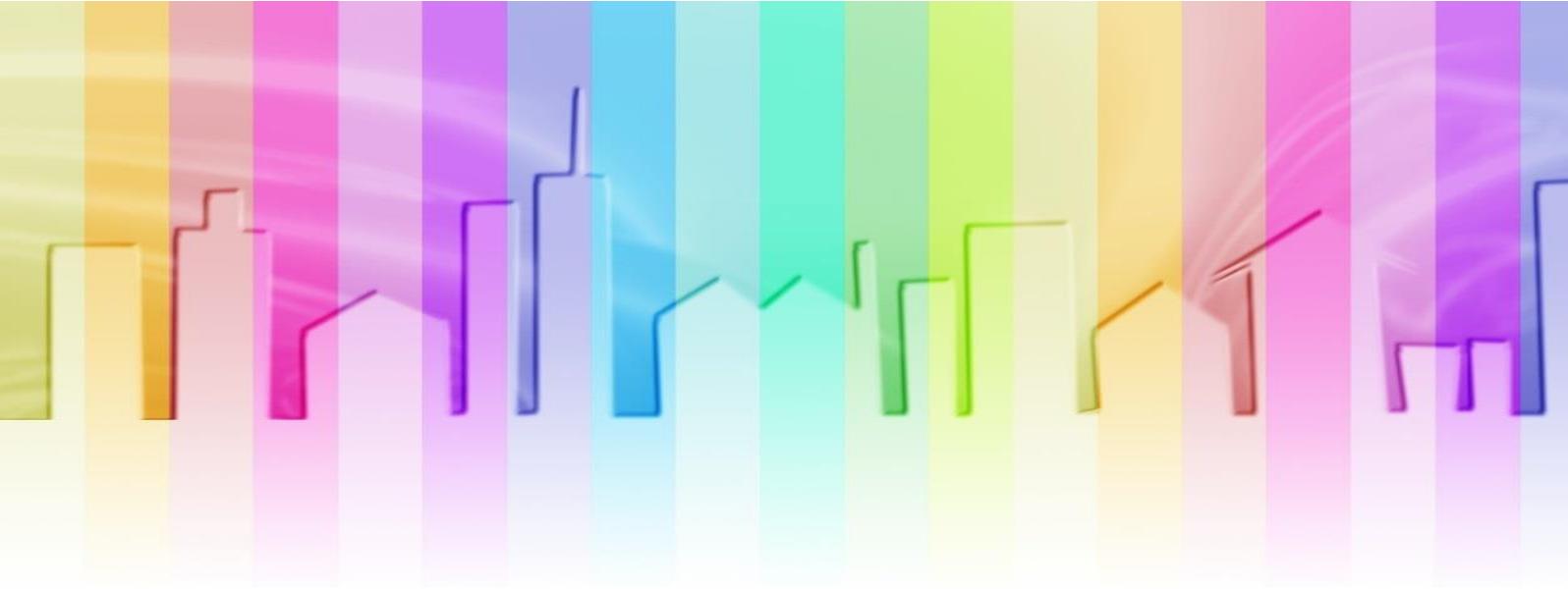
Axiom as your landlord has a legal responsibility to maintain the structure, exterior and communal parts of the building and charge you a share of the cost. The costs are apportioned amongst all of the dwellings that benefit from the particular service. Your service charge may include some of the following:

- Gardening and grounds maintenance, including estate roads, drains and lamp posts
- Lighting of communal areas (staircases and landing, etc)
- Routine cleaning of common parts
- Replacement of floor coverings to common parts
- Minor repairs e.g. a communal light fitting
- Major repairs/improvements
- Lift maintenance
- Caretaking
- TV Aerials
- Major repairs (see below)
- Buildings insurance (see below)
- Fire protection systems/equipment
- Management/administration fees (see below)

Please note that not all service charge items are listed here and some may or may not apply to your property.

Properties within sheltered schemes, including bungalows connected to sheltered schemes may have access to the assistance of the Scheme and/or Service Manager.

The charge for this will be in addition to your service charge if applicable.



Rent and service charge continued

Major repairs for flats

There may be included in your service charge a contribution towards Major Repairs.

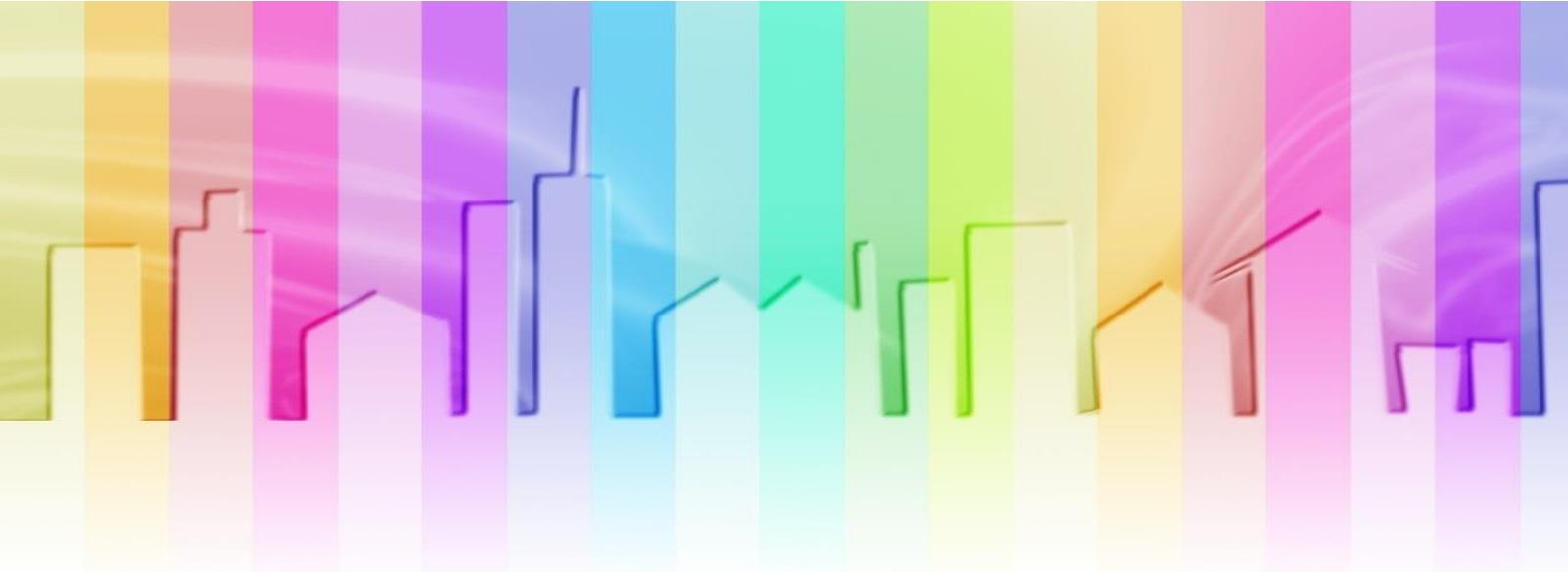
This will be incurred occasionally during the course of a lease, for example, a new roof or new windows.

Your contribution will be held in trust by Axiom Housing Association and will be set out in detail in your annual service charge budget.

Management and administration fees

The cost of managing your property and providing services, including administration costs, are charged to you.

This is usually calculated within your service charge and is payable monthly with your rent and service charge.



5. Consultation for long term contracts

You have the right to be consulted about any long-term contracts (i.e. in excess of 12 months) for the provision of ongoing services that are expected to cost more than £250 per home, per year.

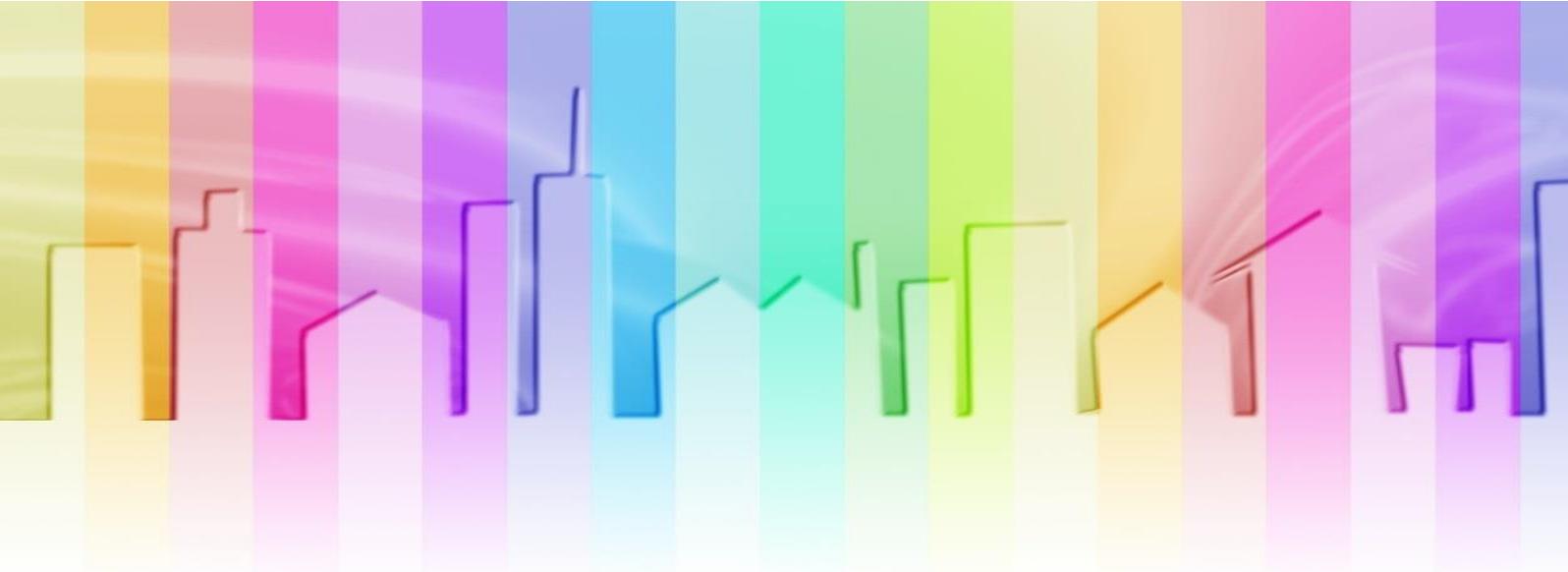
The law requires the leaseholder/shareholder must be consulted before the landlord carries out Qualifying Works (QW) or enters into a Qualifying Long Term Agreement (QLTA) for the provision of services as defined by the Commonhold and Leasehold Reform Act 2002.

This legislation requires the landlord to consult if a leaseholder/shareholders' contribution towards QW is going to be more than £250 or £100 under a QLTA or any figure as set by legislation.

The consultation process allows the leaseholder/shareholder to give their views on the landlord's proposals and may allow you to nominate a contractor to carry out the works.

You will be consulted in the following ways:

- You will be sent a formal notice outlining the nature of the contract and an estimate of the costs, and where there is a recognised residents' association, we will send the notice to the Secretary of the Association.
- You will be given 30 days to give us your comments on the contract and nominate a contractor if you wish.
- You will subsequently be sent two proposals, including one, if submitted, by the nominated contractor and you will be given one month to comment on the proposals. In cases where a residents' association does not exist, the chosen nominated contractor will be the one receiving most nominations.
- When the contract is finalised, you will be sent written reasons for the choice of contractor.



Consultation for long term contracts

Under Section 20 of the Landlord and Tenant Act 1985 (as amended by the Commonhold and Leasehold Reform Act 2002), we must consult with you about any major 'Qualifying Works' or 'Qualifying Long Term Agreements'. This is a lengthy procedure.

Qualifying Works:

These are major repairs or improvements that cost more than £250 for each leaseholder.

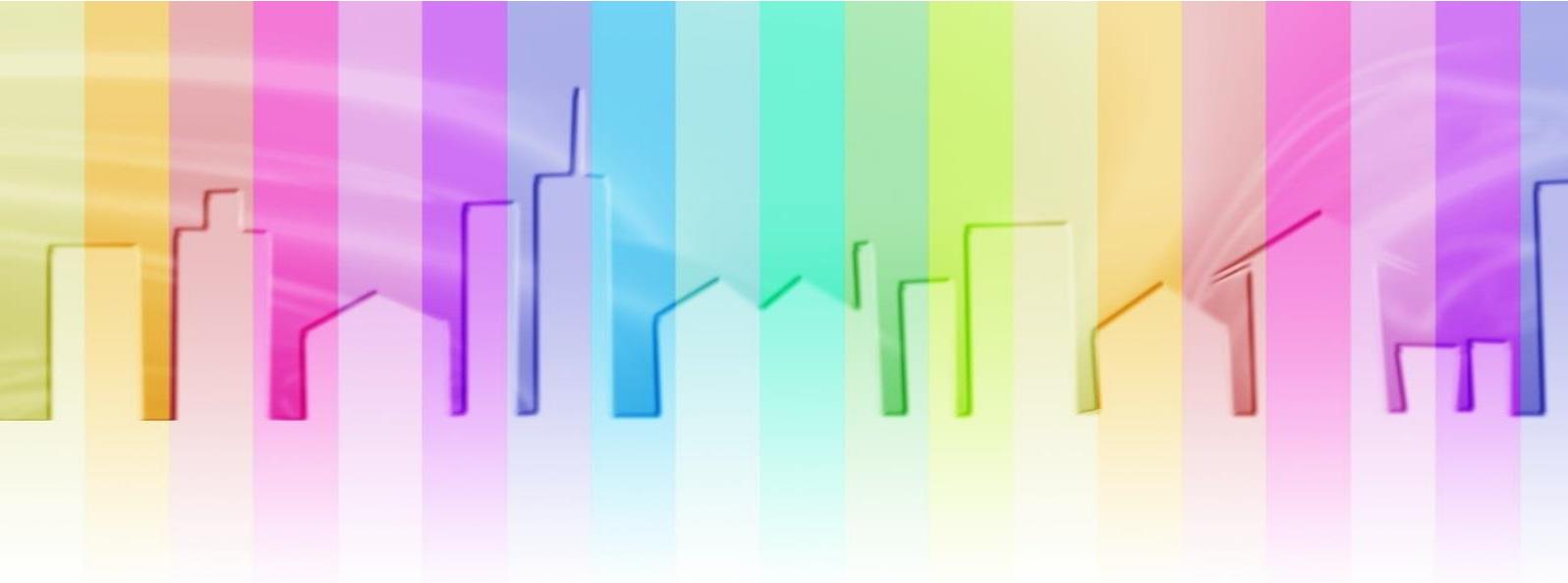
Qualifying Long Term Agreements:

These are long term contracts for more than 12 months where the cost to any leaseholder will be more than £100 each year.

Consultation on Qualifying Works:

If we have to consult with you and any recognised Residents' Association about Qualifying Works we will send a notice (called a Notice of Intention) to your home address; if you have sub-let your flat with permission, we will write to you at your correspondence address.

- We will describe the planned work and our reasons for deciding that it is necessary. If we cannot send general details of the work with the notice, we will advise you where and when you can see the details.
- We will invite you to let us have your comments.
- We will give you 30 days to respond.
- We will consider any comments which you make about the works.
- Under certain circumstances you may be able to nominate a contractor that you would like us to consider.



Consultation for long term contracts

If you or other residents or the Residents' Association nominate a contractor we will include them in the list of contractors we ask to give us an estimate. If any nominated contractor is not already on our approved list of contractors they will have to satisfy us that they meet our criteria for inclusion on the approved list.

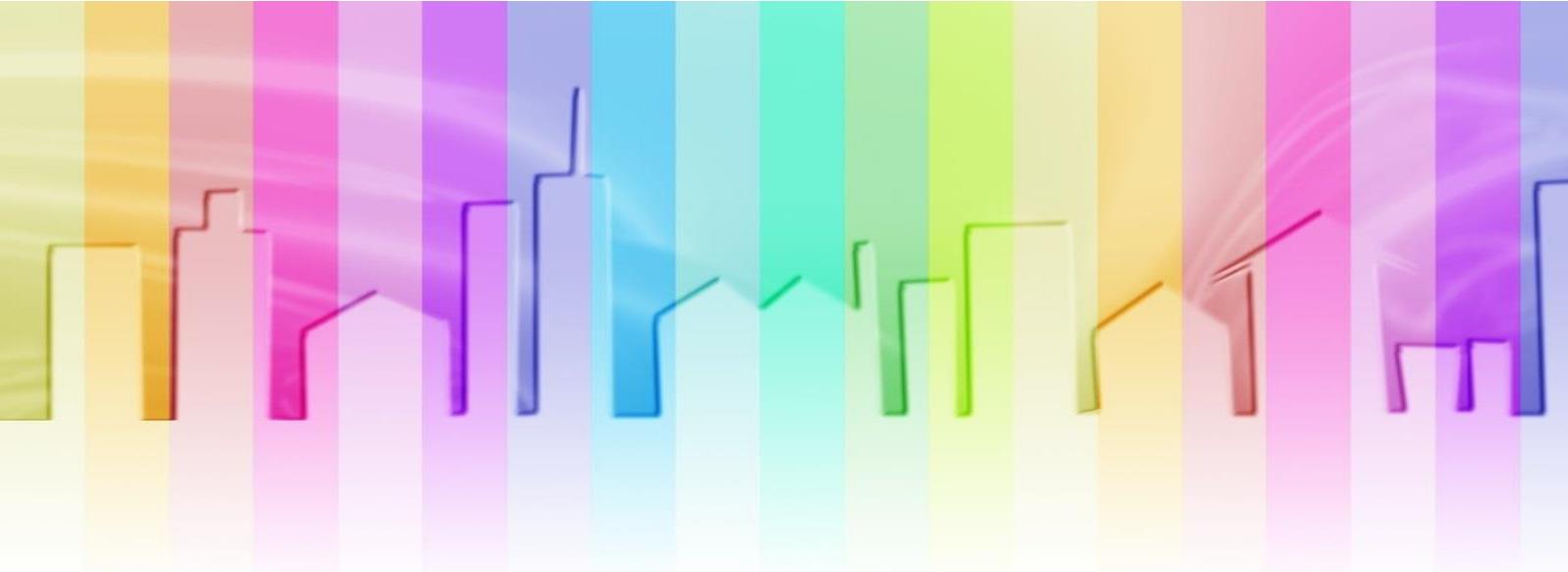
If more than one contractor is nominated by the residents we will choose the one who received the most nominations. The Notice will tell you if you are or are not able to nominate a contractor.

Once we have received the estimates:

- We will write to you again (this is called a Paragraph B Statement) giving you the estimated costs of the work, listing the observations we received from our first notice and our response to those observations.
- We will tell you where and when you can look at the estimates.
- We will give you 30 days to comment on the estimates.
- We will then enter into a contract for the work.
- Unless we award the contract to the contractor who submitted the lowest tender, or to a contractor nominated by a resident or the Residents' Association, we will write to you within 21 days giving our reasons for awarding the contract and summarising the observations we received about the estimates, and our response to them.

If the works are urgent and cannot wait for the consultation to be carried out (for example if a security system needs replacing), then an application can be retrospectively applied to The First-tier Tribunal (Property Chamber) without going through the Section 20 consultation process.

(Also see the section on pages 19 and 20 Leasehold Valuation Tribunal for further information).



Consultation for long term contracts

Right to appoint a surveyor

You or any recognised leaseholders' or residents' association have the right to appoint a qualified surveyor to give advice on service charge matters.

The surveyor will have the right to inspect the association's documents relating to the property/properties in question and also the right to inspect communal areas. The cost of the surveyor will be borne by yourselves/residents' association.

Leasehold Valuation Tribunal (LVT)

If you feel you are being charged unfairly for a service or for the cost of repairs/improvements, you can apply to a Leasehold Valuation Tribunal (LVT) for a determination.

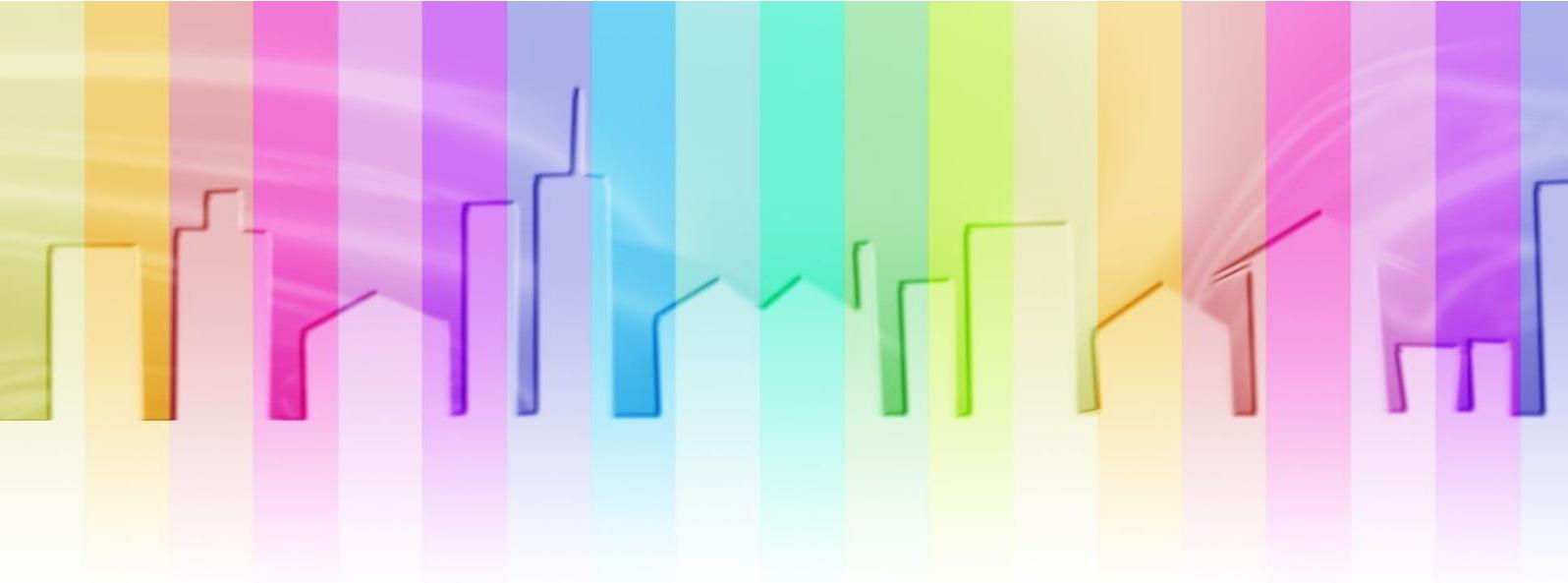
The LVT is a statutorily appointed independent body. Either you or Axiom Housing Association can apply to the LVT to settle a dispute over charges.

The LVT will decide:

- If the cost of the service being charged for is reasonable
- If the work being charged for is of reasonable standard
- If the amount being asked for in advance is reasonable

You cannot appeal to an LVT if:

- A court or tribunal has already made a judgement about your charges
- You have previously agreed that the charges were correct



Consultation for long term contracts

The LVT may decide that you must pay all the charges or that the charges must be reduced. Once the LVT has made its decision, it is binding on both parties. The LVT can charge to hear your case and can charge cost against either party.

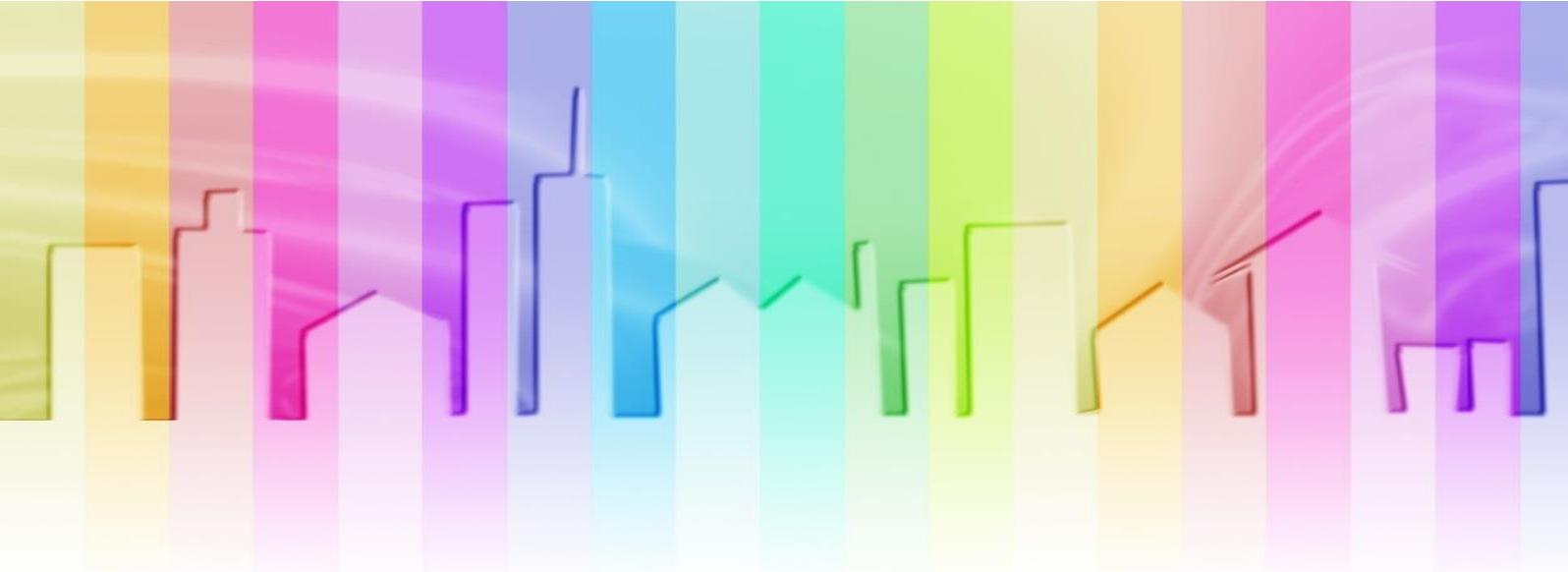
If you need to make a claim, please contact our customer service team for a claim form.

Decisions made before 1 July 2013 are by the Leasehold Valuation Tribunal (LVT) and whilst the LVT continues in Wales, from 1 July the tribunal in England was titled First-tier Tribunal (Property Chamber).

The First-tier Tribunal (Property Chamber) deals with matters like the reasonableness of service charges and other matters of a lease.

Property Chamber is a judicial/arbitrator panel that deliberates and make judgements on leasehold issues. The panel can decide whether certain service charges are reasonable and that the work is of a certain quality. They will also make judgements on legal issues such as major works consultation.

You may also contact the Independent Housing Ombudsman.

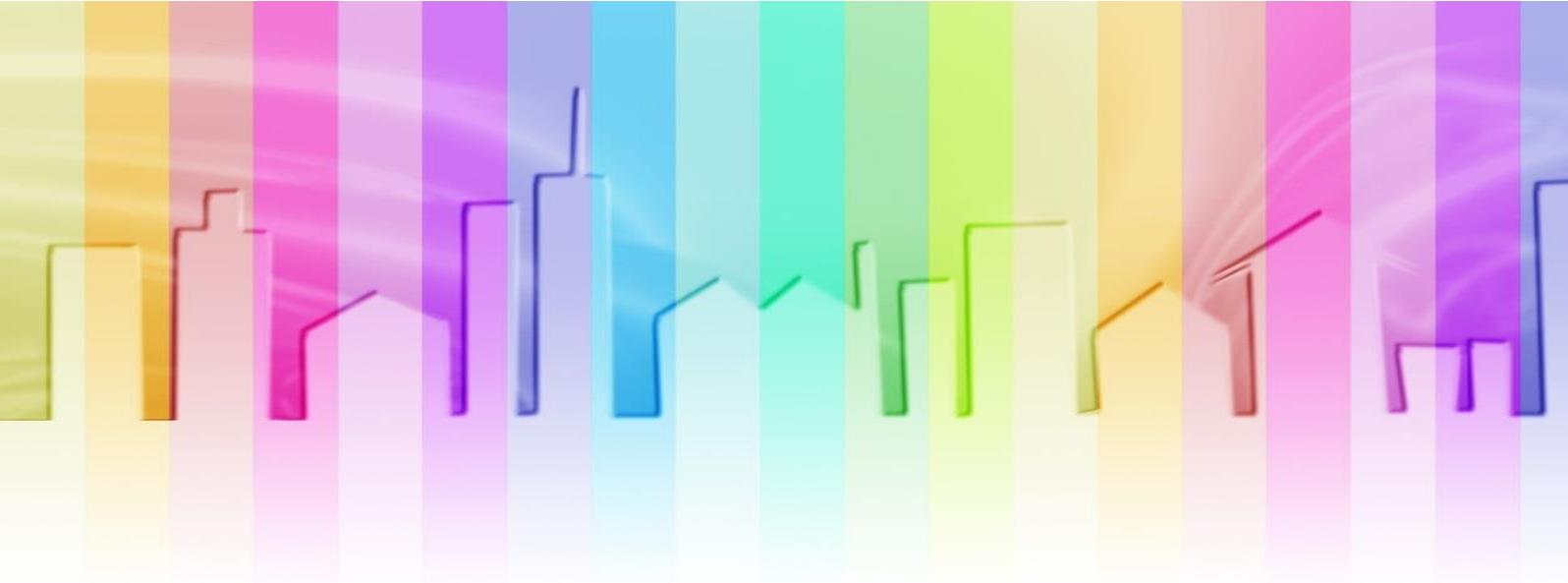


6. Repairs & Maintenance

Generally as a leaseholder, you are responsible for all repairs and maintenance within your home. If your property is a flat, Axiom Housing Association are responsible for repairs and maintenance to communal areas, such as, corridors, stairways, communal entrances, lifts, roofs and gutters. This includes:

- Repairing, maintaining and decorating the interior of the property.
- Repairing and maintaining of all services (e.g. gas, water, drainage, etc) to your property and those located on your land (NB if any of the services are shared with other properties, Axiom housing and/or other owners will be responsible for a proportion of the cost).
- Ensuring that you do not block or obscure any of the drains, pipes or other service conduits which are shared with other properties.
- Paying a proportion of the cost of any repairs or maintenance to any shared drain, pipe, cable or other conduit from which your property benefits.
- Paying the cost of any repairs to any communal areas as a result of damage caused by your actions.
- Servicing, repair and replacement of gas boilers and heat pumps.
- Repair or renewal of windows and doors, gutters, drains and fencing.
- Electrical supply.
- Exterior maintenance, including painting the windows and doors regularly and keeping any external render in good repair (excluding flat owners).
- Roof repairs and replacement (excluding flat owners).
- Keep your gardens well maintained (excluding flat owners).

Please refer to your individual lease to be clear on the repairing responsibilities in your lease.



Repairs and maintenance continued

The landlord has a duty to repair and maintain the structure and exterior of the block.

Examples of the work that we are responsible for managing are:

- Roof and chimneys
- Communal pathways
- Drains
- External brickwork
- Lifts and door entry systems
- Communal lighting
- Communal areas
- Gutters and soil pipes
- Front doors to flats (depending up[on tenancy type/ wording)

Reserve fund work may include, but is not limited to:

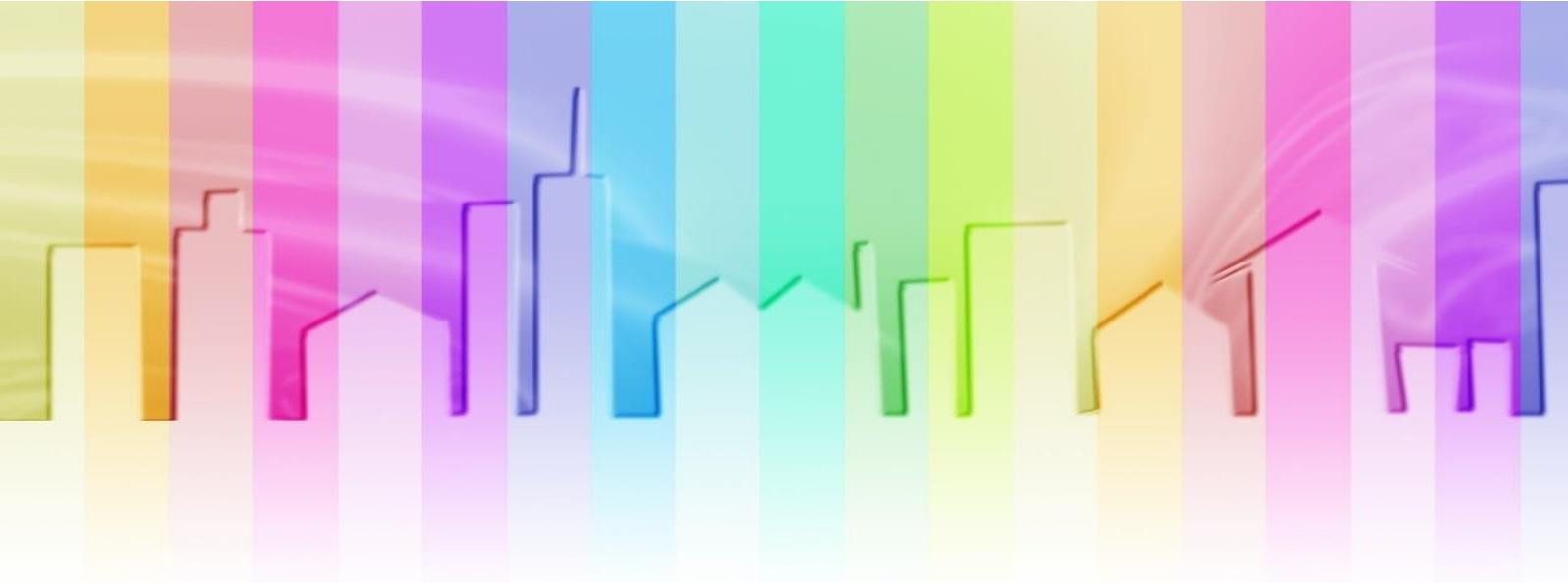
- Replacement windows or roofs
- Installation of a new door entry system
- Replacement lifts
- Construction of new bin stores

Internal maintenance

Internal repairs are your responsibility. Landlord services such as water supply are the responsibility of the landlord until the supply enters your property, at which point it then becomes your obligation to maintain.

You may make decorative improvements to your property without permission, but you will need to seek permission for structural alterations or additions such as for example the following:

- New bathrooms (if electric wiring and or plumbing is changed)
- New kitchens (if electric wiring and or plumbing is changed)
- Flat front door replacement
- Window replacement (excluding broken glass) dependent upon your lease.



Repairs and maintenance continued ...

Defects period

If you have bought your home from new, for the first twelve months of handover to Axiom Housing Association, it will be within the defects period.

Please note that this does not apply to accidental damage caused by you or your family – this will be your responsibility to repair.

At the end of the defects period we will arrange to visit your home with the builder and will list any outstanding defects such as shrinkage cracks, which are common in new build properties.

These repairs will then be carried out and, when you and Axiom Housing are satisfied that all the outstanding issues have been sorted out, the property will be signed off and the builder will have no further responsibility.

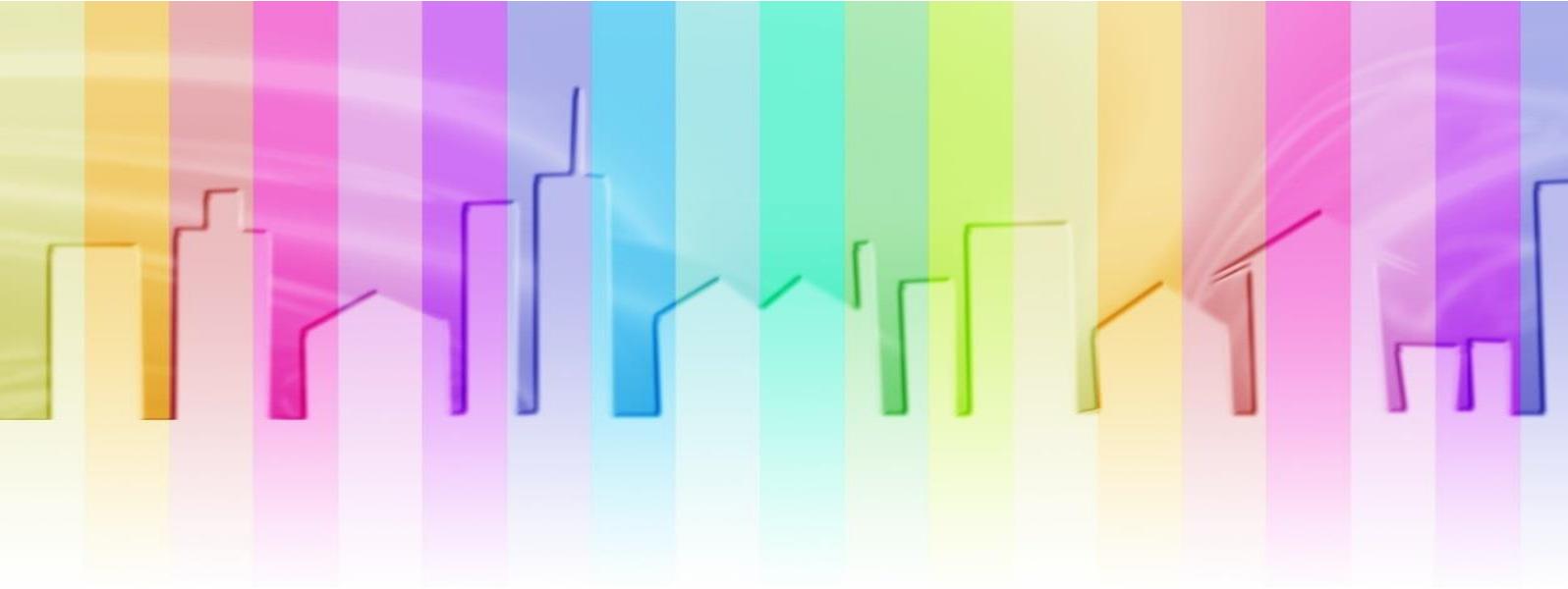
Improvements

As a leaseholder you have the right to carry out improvements within your home with landlord's consent.

If you live in a house, this includes the replacement of windows and doors, kitchens and bathrooms, and building conservatories or extensions.

If you live in a flat in one of our blocks there will be restrictions on the external improvements you can carry out.

Since we remain the freeholder of the property we need to give permission for any structural alterations, or work which may affect the integrity of the property, before you start any work. We will not ever refuse permission unreasonably.



Repairs and maintenance continued

You are responsible for obtaining any necessary planning permissions or Building Regulations consent for structural works, and all improvement works must be carried out at no cost to us.

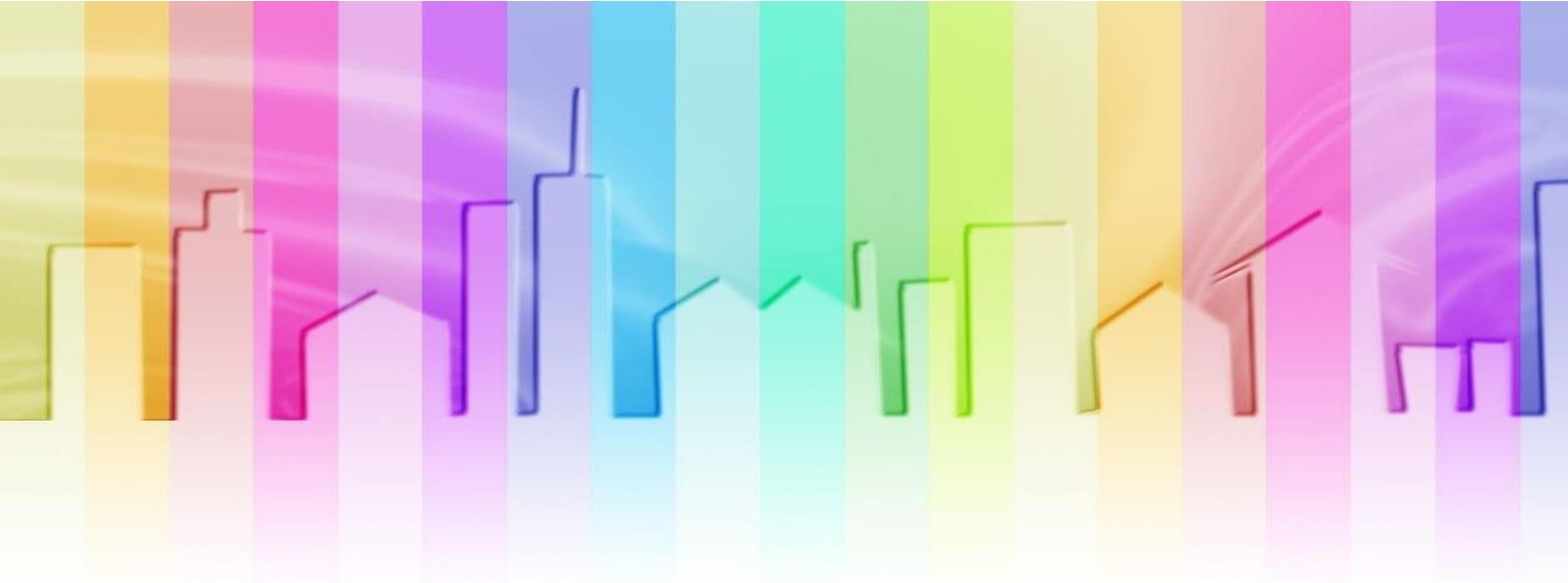
We may charge an administration fee for inspecting your plans and the finished works.

Axiom Housing Association responsibilities

Axiom Housing has the right to inspect your property, following prior notice and instruct you to carry out any necessary repairs for which you are responsible.

If you do not carry out the necessary works, Axiom Housing can undertake the works in default and recharge the full cost to you.

Axiom Housing also has the responsibility to carry out repairs and maintenance to communal areas and to any shared drains, pipes or conduits on its land. (PLEASE NOTE: you should be aware that you may be responsible for a proportion of the costs of these works if your property benefits from the communal areas or shared services).



7. Building & Contents Insurance

Building Insurance

Axiom will insure the property for the full reinstatement value under a comprehensive policy. This means you do not have to arrange your own buildings insurance.

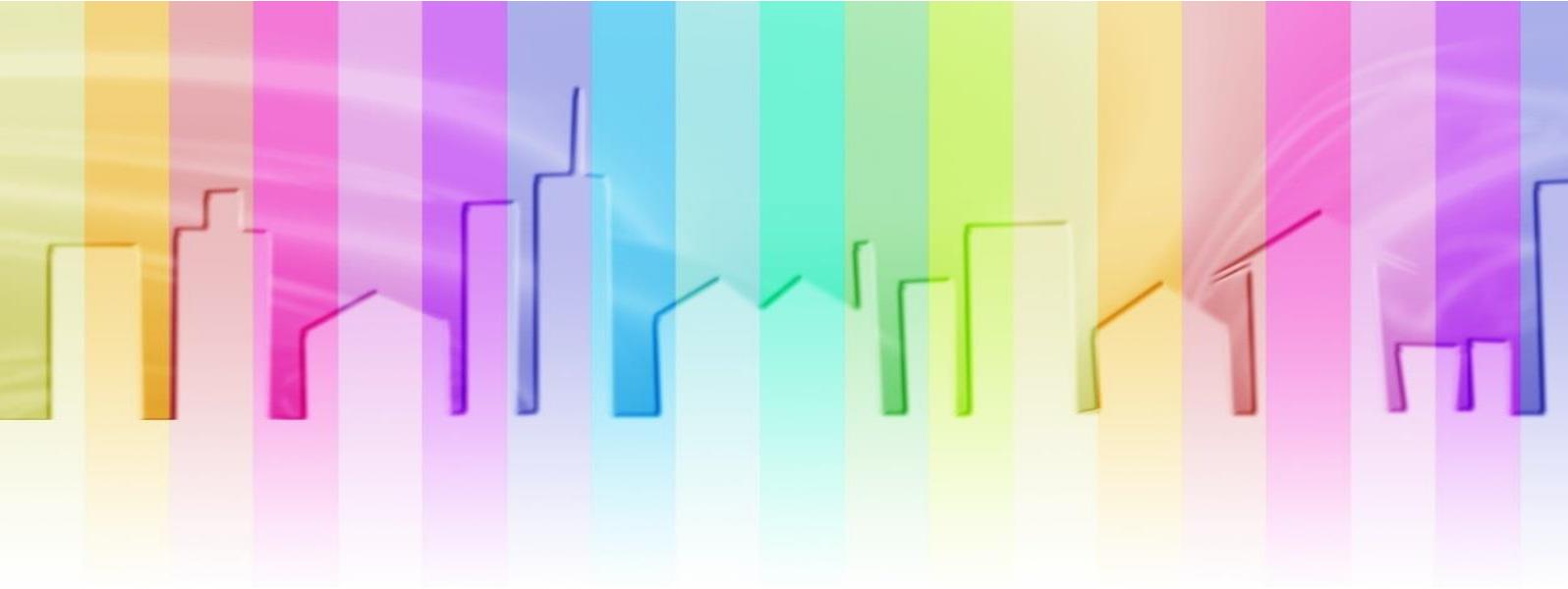
It is a term of your lease that Axiom Housing Association arranges the buildings insurance on your behalf which commences on the 1 November every year. This is done so that you, as a leaseholder, can take complete ownership of any claim. You will be sent a copy of the Shareholder & Leaseholder policy every November, however if you need another copy at any time, please contact us.

The cost of this is included in your service charge.

If you need to make a claim for buildings damage please contact our buildings insurance company; their details can be found on your copy of the Shareholder & Leaseholder Buildings Insurance policy document. Our building insurance company are available 24 hours a day 7 days a week. In addition, please let us know the details of the claim you are making as soon as possible, so that we may support you with any difficulties you may encounter.

We will not take part in a claims process or the resolution of the claim unless we have a public liability responsibility. There will be an excess to pay by you and this charge may vary from year to year. However, we do have a duty of care to support you should a claim be of significant damage.

We regularly review the buildings insurance policy to make sure we get the best value for both the association and our leaseholders.

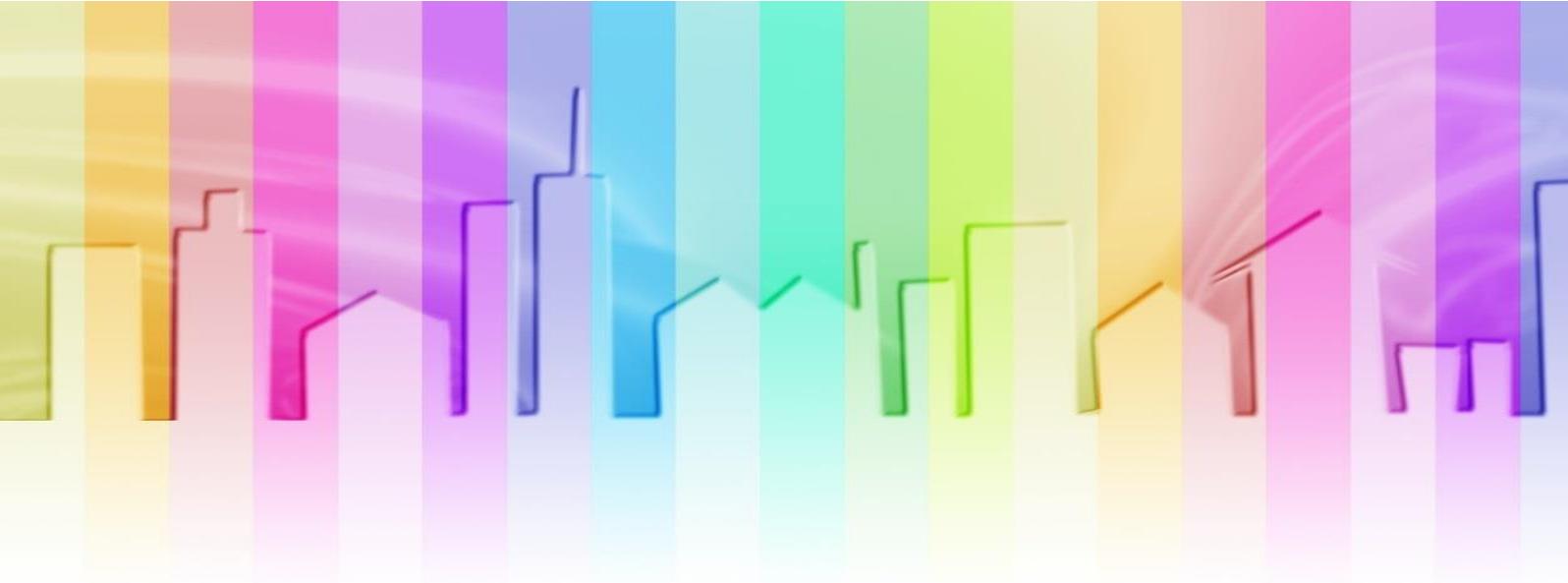


Building & Contents Insurance continued

Home Contents Insurance

We do not insure the contents of your home.

For your own peace of mind we strongly recommend that you take out adequate home contents insurance cover.



8. Buying additional shares in your shared ownership property (Staircasing)

Most shared owners have the right to buy additional shares in their property.

The purchase of additional shares is known as 'staircasing'.

Under the terms of the lease, the first purchaser cannot staircase within the first year of the lease. Some properties have a staircasing restriction preventing you having 100% ownership. You would have been advised upon purchasing if this applies to you and it will be included within your lease.

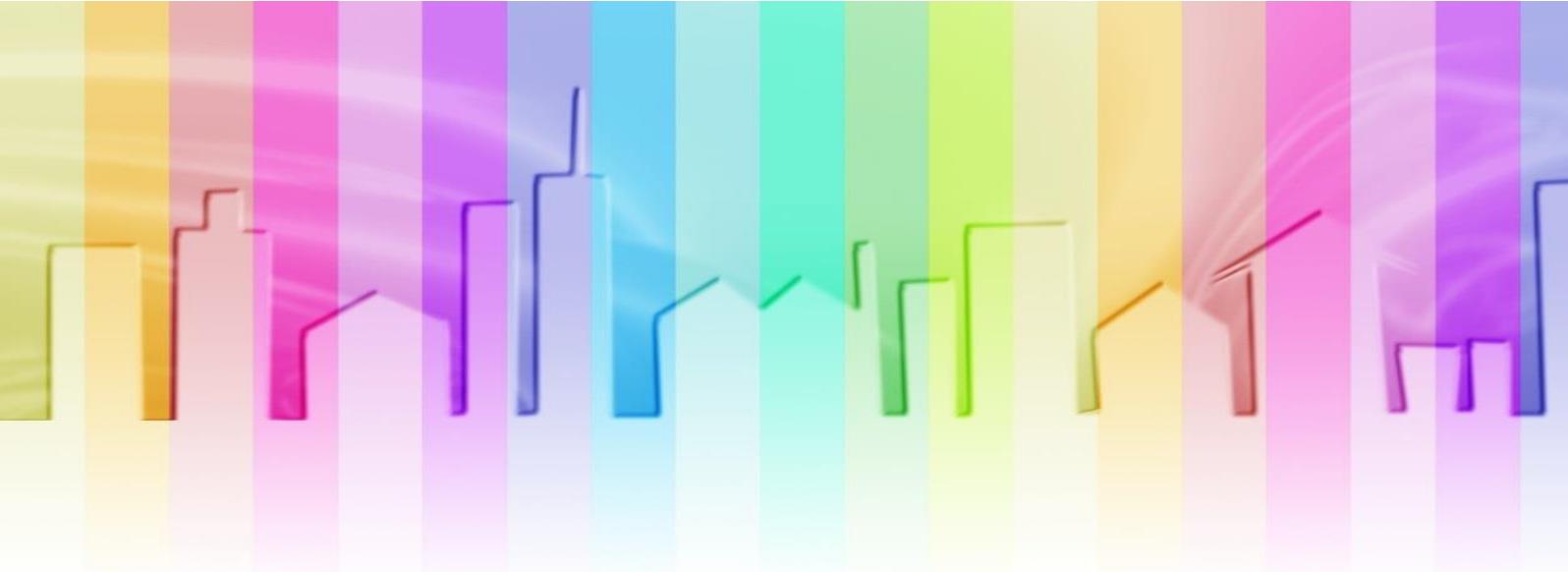
If you wish to acquire additional shares in your property, you must inform Axiom Housing Association in writing. The property will need to be valued by an independent qualified valuer to assess its current market value.

You can arrange this valuation yourself, as long as you use a RICS surveyor/valuer.

You are responsible for the valuer's fee.

You will be responsible for paying your legal fees and all other associated costs you incur in staircasing. As you acquire additional shares in your property, your rent payments will be re-calculated accordingly.

Please note that rent paid does not constitute payment for extra shares in your home.



9. Selling your leasehold property

If you have staircased up to 100% ownership and have the freehold transferred to you, you can sell as you wish. However, there may be some restrictions on who you can sell to and you may need to consult us or your solicitor about this.

If you are still liable for service charges e.g. for grounds maintenance, this liability will be passed to the new purchaser of your property and accordingly you must make them aware. You must provide an Energy Performance Certificate (EPC).

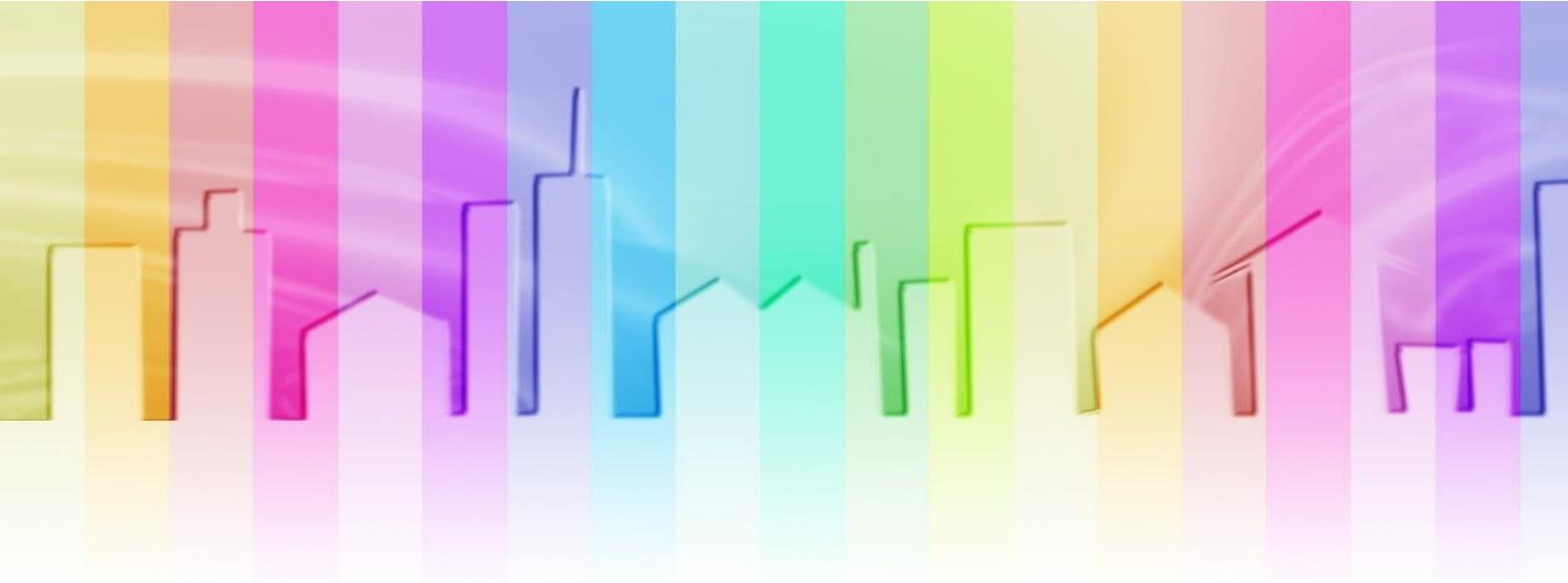
If, however you do not own 100%, you are required to give Axiom Housing Association written notice of your desire to assign (sell) the lease. It will then be necessary to have your property valued by an independently qualified valuer to assess the current market value of your share. Again, you can arrange this valuation yourself as long as you use an RICS surveyor/valuer: you will be responsible for the valuer's fee.

We have the right to nominate a purchaser to acquire your share at the price determined by the valuer. You have to advise the prospective purchaser of the lease conditions.

If we do not nominate a purchaser, within a specific timescale (usually two months from formal notice of the valuation) or if our nominee fails to exchange contracts within 12 weeks of receiving a draft contract, you can sell your share on the open market. In such cases you will also remain liable for the cost of arranging and providing the EPC if there is not a current valid copy, please ask us to check this for you.

You will be required to notify us immediately when the sale of your share has taken place, supplying details of the new leaseholder, to enable us to make any changes to our records, and provide information to the new owner.

Please be advised that there will be costs incurred with the sale of your property. Your solicitor will advise you accordingly



10. Complaints

Our aim is to provide you with excellent services; we work hard to adopt 'right first time'.

Our definition of a complaint is '*anything that has caused you to be unhappy about the service you have received from us*'.

All complaints, no matter how small will be handled promptly, sensitively and efficiently. In the majority of cases your complaint can be dealt with immediately. By recognising that our customers are individuals we are able to provide better services.

You can make a complaint by:

- Using our feedback form on our website www.axiomha.org.uk/have-your-say

Our complaints process

Stage One

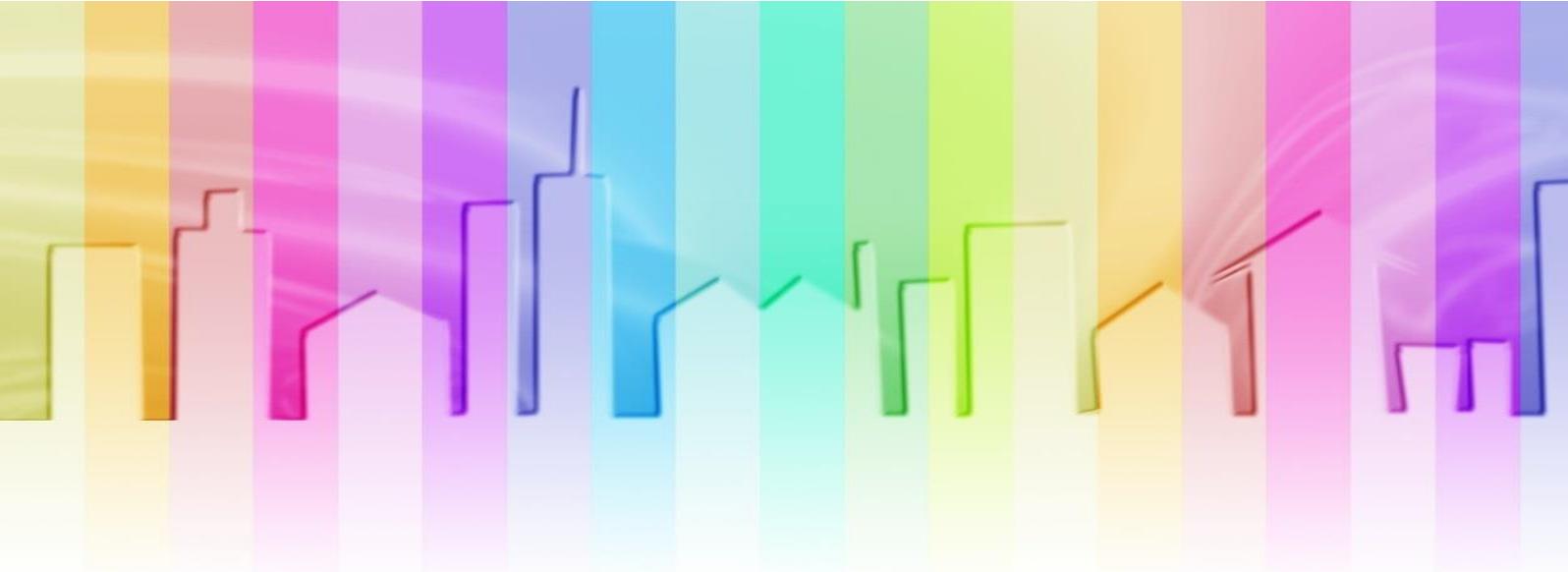
Any complaint that is not resolved by the end of the following working day will be referred to the relevant Manager and will be acknowledged within three working days. A further response will be sent within ten working days, following an investigation.

Stage Two

If after Stage One you remain unhappy, your complaint will be referred to the relevant Service Director.

Stage Three

In the unlikely event that you remain unhappy you will be offered the opportunity for the Board of Management to consider your complaint.



Complaints continued

If you still remain unhappy, you may take your complaint to a designated person (details are contained within our policy).

After this, you may refer your complaint to the Housing Ombudsman.

A full copy of our Complaints Policy is available from our Customer Services Department by calling 01733 347135.

11. Helpful information and advice

Living in your home

We hope you will enjoy living in your home and local community. It is appreciated that everyone has their own individual way of living. However, here are some tips and advice that you might find helpful.

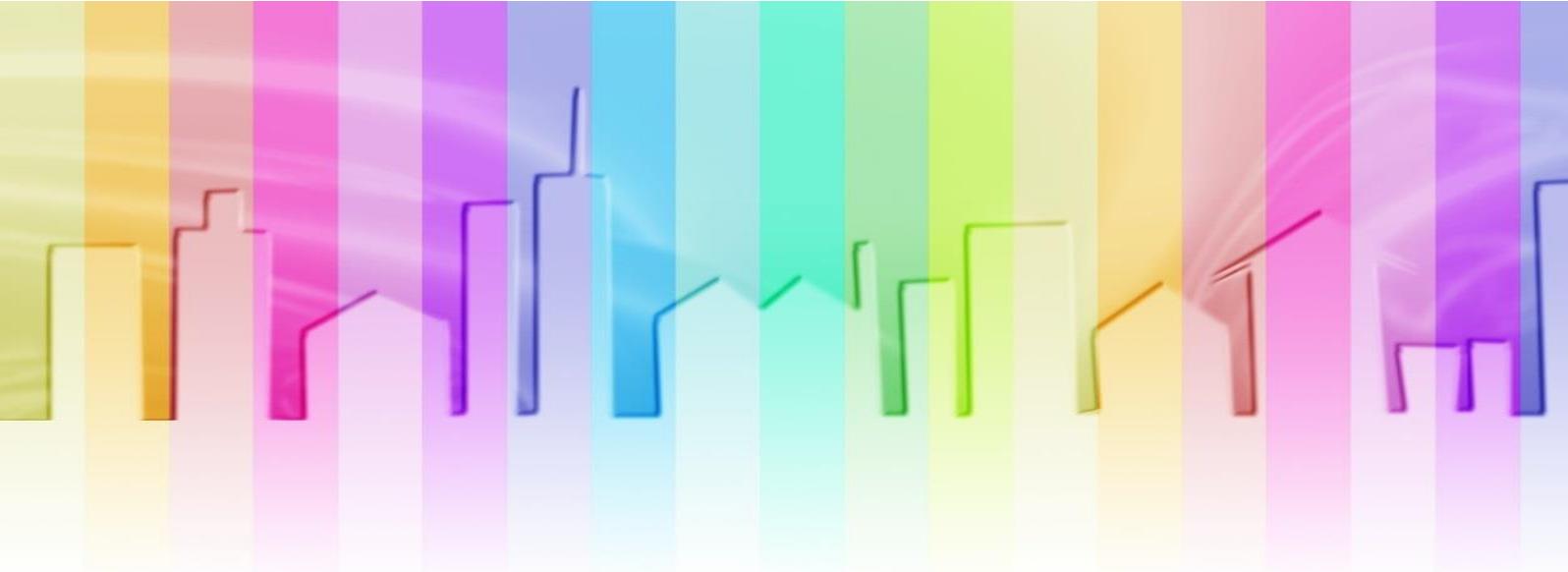
Consideration for neighbours

Everyone has different tolerance levels for noise, be it music, late night noise or individual's general behaviour. We ask that each resident has consideration for their neighbours, especially those living in flats or sharing access-ways.

If you have difficulties, always try to have a friendly chat with your neighbour about it before approaching us.

Nuisance/harassment

We place a number of obligations in your lease to promote good neighbourly relationships and to enable us to take action if someone causes or allows a serious nuisance to others.



Helpful information and advice continued

Furthermore, everyone is subject to the law of the land in matters concerning control of pollution and other nuisances.

If you experience any serious nuisance (e.g. noise, harassment, etc.) you should:

- Try to approach the person responsible in a reasonable manner if you feel it safe to do so
- Discuss the matter with your Housing Officer
- Keep a log detailing dates, times and the nature of this nuisance
- Obtain similar logs from other neighbours/witnesses

You may also take independent action by contacting the police, Citizens Advice Bureau, solicitor or council services. Under the Protection from Harassment Act 1997 you may apply to the courts for an injunction and/or damages.

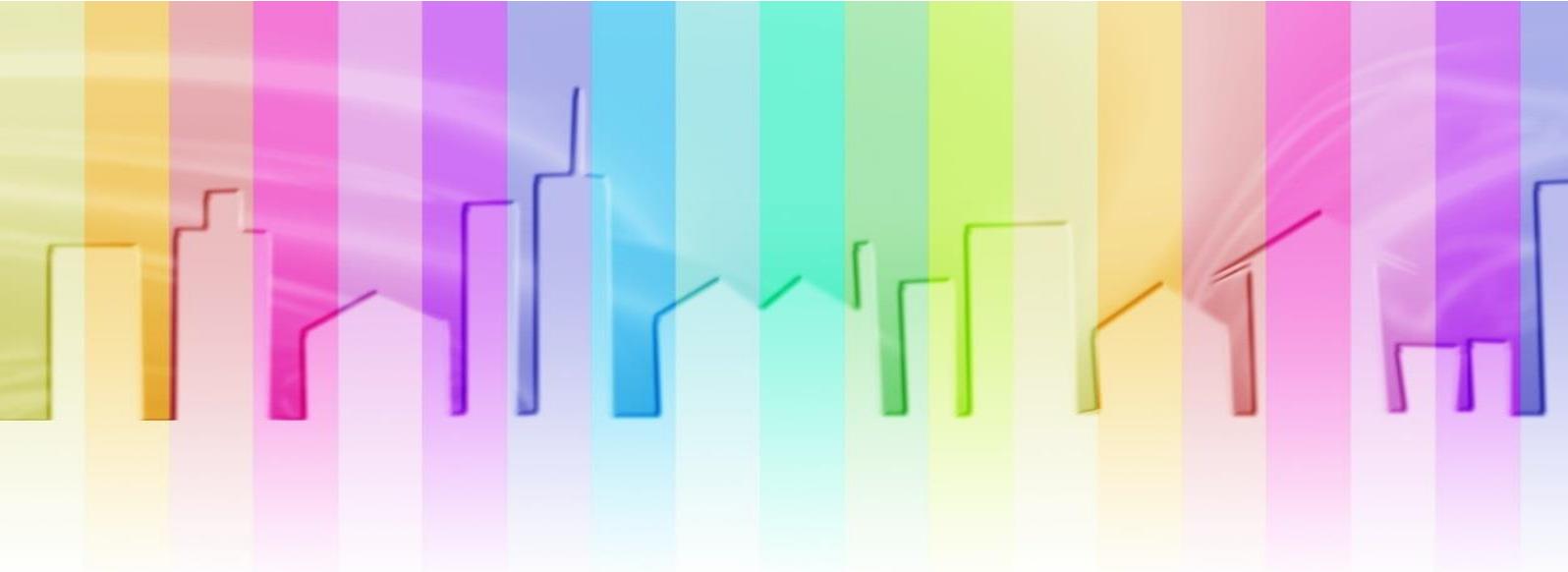
For serious nuisance or other types of pollution, you should also contact your local district council's Environmental Health Department. It has wide legal powers under the Environmental Protection Act.

Pets

Normally, we do not mind pets being kept, depending on your property type. They must not cause nuisance or annoyance to other people; if they do so, you will be asked to find them an alternative home.

You should consider the immediate environment around your home and whether it is suitable and fair for the type of pet you intend to keep.

Please feel free to discuss the matter with our Customer Services Team and/or your housing officer by calling 01733 347135.



Helpful information and advice continued

Garden and open areas

You are expected to keep your garden in a clean and tidy condition.

Axiom Housing Association are responsible for shared grass and garden areas, which are not maintained by residents and may recover the cost within a service charge.

You and your neighbours are asked to keep these shared areas clean and tidy by discouraging the dropping of litter and playing on grassed areas.

If you witness vandalism, please contact the police immediately and advise us.

Cleaning

If you live in a flat or maisonette with communal areas such as staircases, corridors, etc. we expect you and your neighbours to keep these areas clean and tidy and free from obstruction.

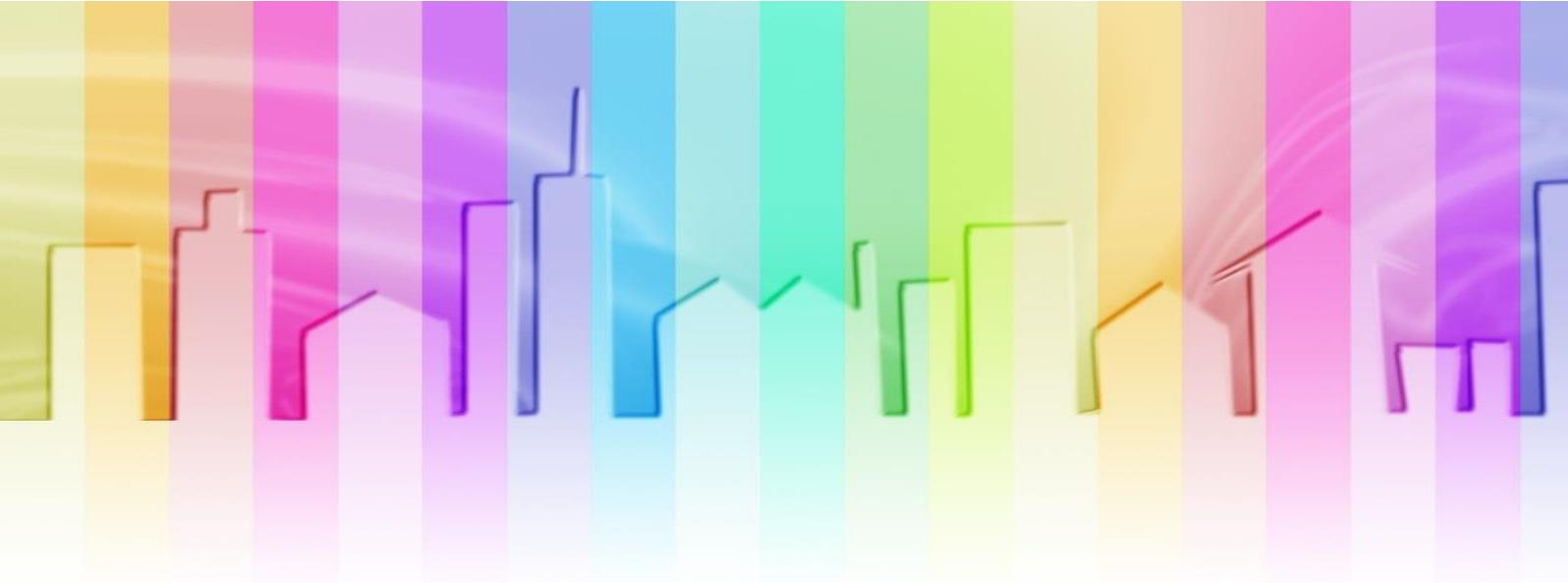
Where schemes include a service charge to cover these costs, we will take responsibility and make the arrangements for cleaning.

Refuse

We do not supply refuse bins for most houses, but the local authorities do and you should check with your own council, if you need a replacement, or you have problems with collections etc.

Do not allow rubbish, which refuse collectors will not collect, to accumulate in your house or garden.

Bulk items such as cookers, fridges, and settees should be taken to the nearest official rubbish tip or arrangements made with your local council to make a special collection (a small charge is usually made for the service).



Helpful information and advice continued

Vermin

If you are troubled by vermin (e.g. mice, rats or fleas) and are unable to get rid of them, your local Council Environmental Health Department should be able to help you.

We will consider assisting in the removal of vermin if communal areas are affected.

Running a business from home

You may, with our prior written permission, and according to the provisions of the lease, run a business from home. However, we will need to satisfy ourselves that it will not cause a problem to your neighbours.

We will not allow an activity that creates noise, vibration, fumes or dust.

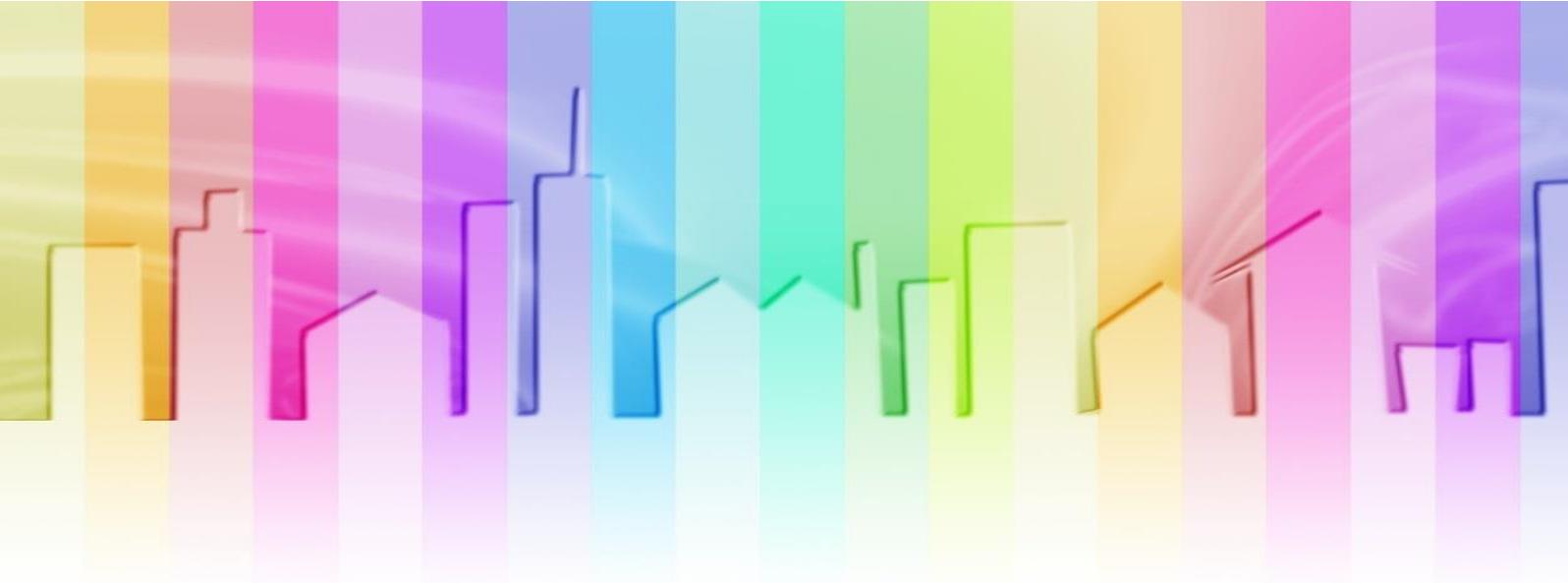
You are also advised to make initial enquiries with your Local Planning and Environmental Health Department before approaching us.

Parking

There are sometimes reserved and unreserved parking spaces at our schemes/projects for your own and visitors' use, and sometimes we allocate specific spaces to disabled people. Vehicles should not be parked so as to cause obstruction to the access of your own or neighbouring homes.

Vehicles must only be parked on approved driveways or parking spaces designed for that purpose.

Commercial vehicles, untaxed vehicles that are not roadworthy or caravans must not be parked on Axiom Housing Association property without our written permission.



Helpful information and advice continued

Vehicle Repairs

ALL vehicles must have valid road tax, MoT and insurance. Please DO NOT undertake any major vehicle repairs from your home.

If you carry out any minor repairs to your vehicle please ensure you do not cause any damage to the driveway or disturb your neighbours.

Periods of absence from your home

As a committed landlord, Axiom would appreciate that you inform us if you intend to leave your home for a long time, i.e. more than a month, for reasons such as an extended holiday or a period of convalescence, especially if you are within a sheltered scheme.

We will make a note on our system of who will be looking after your property, and a contact name and number in case of an emergency. Please tell us when you are expecting to return and let us know if this changes.

12. Key Contacts

All initial enquiries should be referred to the Customer Services Team who will be able to help you.

Contact us!

Emergency Repairs Help Line (24 hours a day/7 days a week)	 0800 585 699
Customer Services	 01733 347135 Open Hours: 8.30 am to 5.00 pm Monday to Thursday 8.30 am to 4.30 pm - Friday
Alternative ways to contact us:  Email enquiries@axiomha.org.uk  Post Axiom Housing Association Ltd Axiom House, Cottessmore Close PETERBOROUGH, PE3 9TP txt 07799 760764  www.axiomha.org.uk	