

Eastbourne Lettings Legal Matters and Useful Information

All about us



Eastbourne Lettings

About Eastbourne Lettings

Eastbourne Lettings is a leading private company in the field of residential property management and is committed to offering the highest standards of service to the developments that we manage.

We manage the full range of residential property across Eastbourne and surrounding areas from large apartment developments to mixed estates of houses and flats.

What Eastbourne Lettings Does

Eastbourne Lettings provides the management of services as specified within your lease or transfer document.

The cost of providing the various services is paid by means of a service charge paid by you and your neighbours (see 'The Service Charge'). This service includes a management fee charged by Eastbourne Lettings for the work that we do.

The services that Eastbourne Lettings provides within the management fee are as follows:

Financial:

- Preparation and issuing of the annual service charge accounts
- Issuing bills for service charge
- Pursuing non-payment of service charge
- Maintaining financial records
- Preparation of annual service charge accounts
- Dealing with year-end surplus or deficit

Service:

- Preparing specifications for landscape maintenance, cleaning etc.
- Obtaining quotations for services and appointing contractors
- Placing maintenance/service contracts for equipment - lifts, fire equipment, automatic gates, water pumps etc.
- Supervision of service contracts
- Negotiating and arranging building and other insurance where applicable



Repairs:

- Inspection of items/areas in need of repair prior to action where required
- Ordering responsive repairs with contractors
- Inspection of repairs carried out
- Preparing programmes of planned maintenance and redecorations
- Liaison with developers concerning defects in common parts

Visits and Communication:

- Estate inspections on a regular cycle
- Meeting with residents upon request during office hours
- Meeting with resident associations/management company directors as necessary during working hours
- Meeting with contractors, developers and other agencies on site as necessary
- Answering telephone and correspondence queries from customers and outside agencies

In addition, Eastbourne Lettings may carry out the following services at additional costs:

- Specification and supervision of major repairs and redecorations
- Administering the residents' management company (where applicable) and acting as Company Secretary
- Providing Directors and Officers Liability cover where necessary
- Dealing with solicitor's enquiries upon assignment/sale
- Dealing with consents: pet, sub-letting, alterations
- Compliance with health and safety legislation for managed areas
- Arranging regular insurance premium revaluations

Complaints

Eastbourne Lettings aims to provide an efficient and effective management service.

However, if you are dissatisfied in the first instance please ensure that you have raised your concern with Eastbourne Lettings preferably in writing, by email or letter to the appropriate person you have had dealings with. Any further complaints should be directed to our Branch Manager who will investigate the problem and will ensure that you are advised of the action that we are taking and likely timescales.

If you remain dissatisfied after hearing from the Branch Manager you should write to the Company Director, who is the final arbiter in our complaints procedure.

Our policy is to deal with complaints within 10 working days if possible. If more time is required, you will receive an acknowledgement that will give an indication of when a full reply will be sent.

To ensure that complaints and queries are given full consideration, it is Eastbourne Lettings' policy to deal with grievances in accordance with this procedure. Therefore, any complaint that has not already been considered by an appropriate member of staff or department will first be referred to them for their attention.

If your complaint is in relation to insurances we have arranged on your behalf, these will be recorded by us and passed to our insurance brokers and the insurer for immediate attention. Full details of the procedure for such complaints is included in the policy documentation, including referral to the Financial Ombudsman and the protection provided under the Financial Services Compensation Scheme.

Legal Matters

Background

Eastbourne Lettings manages leasehold apartments and houses, freehold houses and mixed developments of apartments and houses.

If you own an apartment or leasehold house, you will have entered into or purchased the residue of a lease which sets out your obligations, the management services to be provided and service charge arrangements. If you own a freehold property, these will be set out in the Transfer (TP1) or in a separate deed that you signed upon purchase. For ease of reference, throughout this pack, we refer to these documents collectively as your 'deeds'.

Please note that the contents of this pack are given for general guidance only. The detail of your deeds may vary and in all cases, you should refer to your deeds for matters of detail which will at all times prevail. If you do not hold a copy of your deeds, your solicitor should be able to obtain a copy.

The Management Structure

Whether you live in an apartment or house, there are different legal arrangements concerning the management responsibilities and Eastbourne Lettings' involvement. The most common arrangements are as follows:

Eastbourne Lettings named as the Management Company

Eastbourne Lettings is named in your deeds as the Management Company and is responsible for all the management and service charge covenants. In this situation, Eastbourne Lettings has a long-term commitment to the management of the development and there is consistency of approach. In this scenario there is no need for residents to take on the legal and management responsibilities of directors. There is protection in legislation for leaseholders should the residents wish to take control of the management and often there are additional provisions in the deeds for the withdrawal of Eastbourne Lettings.

Residents' Management Company

A limited company is established specifically for the development in question and is party to the deeds. Each owner holds a share in this company which is responsible for all the management and service charge covenants. In turn, this company appoints Eastbourne Lettings as its managing agent to carry out all its responsibilities on its behalf. Initially the officers (directors and company secretary) of the company are usually representatives of the developer whilst they complete and sell its units, or, alternatively, they may ask Eastbourne Lettings to act in these roles. In due course, it is generally the intention that the control of the company in the form of the directorships pass to the residents, although the new directors may ask Eastbourne Lettings to continue to act as company secretary.

Landlord and Tenant

The Landlord (freeholder) holds the management covenants and appoints Eastbourne Lettings as its managing agent.

For ease of reference, throughout this pack we refer to Eastbourne Lettings' responsibilities whether they are those of the Landlord or a residents' management company and Eastbourne Lettings act as agents to these bodies.



Your Rights

There is an extensive body of legislation designed to protect the interests of leaseholders. Although the legal requirements in respect of freehold houses are less extensive, Eastbourne Lettings generally applies the same principles to the management of all the properties to which we provide services.

The following is an outline of some of the main legal rights of leaseholders. Fuller information is available from publications produced by the Office of the Deputy Prime Minister.

- The right to be consulted about proposed major works and long term agreements
- The right to information about the landlord
- The right to seek formal recognition for a residents' association
- The right to information about service charges and the right to challenge their reasonableness
- The right to information about insurance
- The right to take over the management of your block without having to prove fault

Your Responsibilities

Your deeds contain various covenants with the Management Company and/or landlord and for the protection of your neighbours. These are more extensive in the case of leasehold flats than freehold houses when with the former they will generally include the following important requirements:

- To pay the service charge promptly and where applicable, ground rent
- Nuisance - not to cause a nuisance to your neighbours for example by excessive noise
- Letting - not to under-let or transfer your home without consent. (Please note that an administration fee is applicable.)
- To obtain consent for the keeping of a pet. (Please note that an administration fee is applicable.)
- Not to carry out alterations to your home without consent
- To ensure that you and your visitors park only in designated parking areas

Useful Information

The following are some of the common questions and problems that can arise concerning the management of your estate. Many of these will not apply to freehold houses as the restrictions placed upon these are generally fewer. If you have any queries about these or any other matters, please contact Eastbourne Lettings.

Residents' Associations

Eastbourne Lettings is committed to working with properly constituted residents' associations and in the case of leasehold property, there is a mechanism in legislation for formal recognition which gives the association the ability to request information on behalf of its members. A residents' association can be an effective forum for improving communications between Eastbourne Lettings and property owners but it is important that it is properly representative of the views of the majority of property owners. Eastbourne Lettings can provide guidance notes to anyone who is thinking of setting up a residents' association.

Pets

Most flat leases require the consent of Eastbourne Lettings for the keeping of a pet in an apartment. This is for the protection of your neighbours and the building as some pets can cause a nuisance or damage to common parts. Generally, we are only concerned with larger pets such as cats or dogs and we usually give consent for smaller pets subject to some reasonable conditions. We do not generally give consent to the keeping of dogs in upper floor apartments and will place reasonable conditions on keeping smaller dogs in ground floor flats.

Letting Your Flat

Most flat leases require the consent of Eastbourne Lettings to any under letting of an apartment. We will generally give this consent subject to some reasonable conditions. It is important however that you advise us of your correspondence address and appreciate that you will remain responsible for the payment of service charge/ground rent and for the behaviour of your tenants.

Domestic Refuse

Most managed estates have arrangements for the collection of domestic refuse in the form of communal bin stores or refuse rooms. The local authority's collectors will only take domestic refuse that is placed in the bins provided.

They will not take large boxes, packaging and discarded furniture which, if left, will just accumulate. This results in Eastbourne Lettings having to arrange special clearances which are paid for by all owners through the service charge. If you have large items to dispose of, please take these yourself to the local authority refuse site.

For Sale/To Let Boards

Most flat leases specifically prohibit the placing of 'For Sale' or 'To Let' boards on the common parts although some do permit these in the window of your property. In any case, you are not permitted to place anything in the communal grounds as this is the property of the freeholder. We find that most residents of the estates that we manage find permanent large numbers of these boards unsightly and so Eastbourne Lettings will actively police this by asking agents to remove boards.

Selling Your Home

Most deeds will require the consent of Eastbourne Lettings for the sale of a property. This is so that we can ensure that the service charge and ground rent has been paid and that the other requirements have been complied with. Please ensure that you pass Eastbourne Letting's details to your solicitor as they should contact us at an early stage to request a range of information required by the purchaser.

Altering Your Home

In the case of a leasehold property, the lease will require Eastbourne Lettings' consent before carrying out alterations to your home. In considering such matters, we are concerned with protecting the interests of your neighbours and the structure of the building. We will generally give consent, subject to reasonable conditions, to works that do not affect the building or other properties. Although they are generally fewer on freehold houses, there may still be restrictions affecting what you can do to the exterior of your property. If you are unsure, you should check with Eastbourne Lettings.



Keys/Fobs

Please ensure that when you purchase your property you are provided with not only the key for the property itself but also keys and fobs of all communal areas such as electric meter cupboards and fobs for any vehicle access gates.

Eastbourne Lettings can provide additional keys and fobs but only to the owner of the property, so if your property is rented out, the tenant will have to get you to contact us. We will accept a letter of authorisation to deal with a letting agent in relation to this matter. Providing you with a new key or fob can take from 24 hours up to six weeks. There will be a charge for the key or fob from the supplier, plus an administration fee.

Nuisance

A block of apartments involves many people living in close proximity to one another and it is therefore easy for everyday activity to impact upon your neighbours. Please be aware of the consequences of noise from televisions, music equipment and social activities, particularly in the evening. If you are suffering from a nuisance from a neighbour, the first approach should be to raise this directly with your neighbour as often this will resolve the problem. If this persists, please raise the matter with Eastbourne Lettings who will follow it up as a breach of covenant. In cases of persistent and excessive noise, you may want to consider reporting the matter to the local authority who have extensive and immediate powers in this area.

Grit Bins

We do not normally provide grit bins on any of the sites that we manage. This is because it would be impractical and expensive for us to send staff to a great many locations, often at night, to spread grit and we must be careful not to accept liability for any accidents because of either gritting or not gritting. Furthermore, not every site has a suitable location for a grit bin. We can however provide grit bins to an estate where this is specifically requested by all residents and it is clearly on the understanding that the use of the grit is the responsibility of the residents.

Satellite Television

Many modern developments of flats now come with communal satellite receiving equipment built in which Eastbourne Lettings maintains. If this is the case, generally all that is needed is for you to purchase the set top box and the necessary subscriptions to receive your chosen channels. If there is no communal provision in a block of flats, your lease will prevent you from erecting your own individual dish on the exterior of the building. If there is sufficient demand from your neighbours for satellite TV, please contact Eastbourne Lettings as it is sometimes possible to make communal arrangements.

Car Parking

Car parking provision on modern developments is often limited and so it is important that everyone parks with consideration. In many cases, parking spaces are individually allocated to each property although they may not be marked as such, whilst elsewhere parking may be on a 'first come first served' basis. Please ensure that you are aware of the parking arrangements for your property and if you let it out, that your tenants know where they can park.

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