



LEASEHOLD MANAGEMENT POLICY



Leasehold Management Policy			
Last Reviewed	June 2025	Next Review	June 2027
Responsible Officer	Director of Operations		

Policy Statement: Freebridge recognises the importance of providing leaseholders with a cost effective, quality service that meets their needs and expectations. Freebridge is committed to:

providing an efficient and customer orientated service to all leaseholders, based on quality and value for money, as well as;

effectively communicating with all leaseholders on matters relating to their property and/or neighbourhood.

Policy Detail:

Leaseholders of Freebridge are:

- Former tenants who have purchased their flats under the 'Right to Buy' or 'Right to Acquire' schemes.
- Those who have purchased their lease from a previous leaseholder of Freebridge
- Those who have purchased a shared ownership lease from Freebridge and own a proportion of their property.
- Those who purchased a shared ownership lease from Freebridge of a flat or apartment and then subsequently purchased 100% shares in the property.
- Those who purchased their lease from a previous leaseholder of the Borough Council of King's Lynn & West Norfolk, prior to transfer of the freehold to Freebridge.

We shall:

- Ensure that all statutory requirements and regulatory guidance relating to leaseholder services are followed.
- Recognise the importance of seeking the views of leaseholders on the services that we provide.
- Seek to work with leaseholders and Residents' Associations where they exist.

Service Responsibilities

Freebridge is responsible for providing the following services to leaseholders:

- Repairs and maintenance for those items for which Freebridge has an identified responsibility
- Maintenance and improvements of open and communal areas which are the identified responsibility of Freebridge.
- Communal area cleaning and grounds maintenance which Freebridge has an identified responsibility.
- Receiving and dealing with complaints.
- Dealing with issues concerning anti-social behaviour from other Freebridge leaseholders, tenants or visitors.
- Calculating and providing leaseholder accounts and clear information about service charges.
- In some cases maintaining an accumulation fund for major works expenditure for which Freebridge has an identified responsibility.
- Preparing an informed, costed plans for major works.
- Ensuring that leaseholders are included in consultation on the standards of service to be provided.
- Ensuring that leaseholders are included in consultation on planned major works.
- Maintain an appropriate level of building insurance for the structure of the buildings
- Ensuring that tenants who exercise their preserved 'Right to Buy', the 'Right to Acquire' or who purchase a shared ownership lease are advised of the importance of the terms of the lease, as well as their responsibilities and obligations and those of Freebridge, before they complete the purchase. Prospective purchasers will always be advised to seek independent legal advice.

Responsive repairs

Freebridge is responsible for repairs in respect of:

- The structure, exterior and some communal areas of flats or blocks of flats.

On some schemes, separate management companies are responsible for external decoration and minor repairs on behalf of leaseholders.

- Providing a responsive repairs service to leaseholders for those repairs which are the responsibility of Freebridge. Priorities and response times are set out on our website - <https://www.freebridge.org.uk/freebridge-customer/repairs>.

Shared owners of houses on most developments are responsible for **all** repairs and maintenance, however Freebridge is responsible for insuring the building, and therefore some repairs may fall within the scope of this cover. On some developments, some repairs may fall within the scope of other agreements.

Planned Improvements

Freebridge is responsible for:

- Planned and cyclical works to the structure and some communal parts of blocks of flats such as external painting, roofs, communal windows, door entry systems and to estates in general.
- Ensure that the cost of carrying out planned and cyclical improvements to the structure and communal areas of blocks of flats and to estates in general can be reflected in service charges to leaseholders under the terms of the lease and in line with the provisions of respective Section 20 notices.
- Offering elements of planned work to leaseholders at contracted rates for their choice in take up.

Requests for Improvements

Requests from leaseholders for permission to make alterations or to improve their properties will not be unreasonably refused by Freebridge.

Permission will be refused in the following circumstances where the proposed improvement or alteration:

- Affects the structure of the building for which Freebridge is responsible or Freebridge's future maintenance liabilities or development potential.
- Involves changes to rights of way or communal areas and other residents object to the changes; and
- Would reduce the value of the building.

Sub-letting

- Most leaseholders may sub-let their properties to one household only.
- Leaseholders may not sub-let their property to more than one household, creating a House of Multiple Occupation.
- Shared owners may not sub-let their properties.

Once a shared owner has purchased 100% shares in their home this will no longer apply, although there may be other restrictions that remain in regarding subletting.

- Other leaseholders in some rural areas may only sub-let to tenant(s) who meet the criteria set out in their lease.

All leaseholders should seek guidance and provide us with written notification before sub-letting.

We shall:

- Ensure that leaseholders fully understand that they are responsible, under the terms of their lease, for the actions of their tenant(s).

Anti-Social Behaviour

We shall ensure that all leaseholders:

- Understand the terms of their lease and are fully aware of their responsibilities and obligations to prevent breaches occurring.
- Aware of sanctions available to Freebridge should the terms of the lease be broken, including for serious or persistent anti-social behaviour, we will consider taking forfeiture proceedings against leaseholders.

Freebridge will follow the principles set out in its [Anti-Social Behaviour, Harassment and Hate Crimes Policy](#) to deal with complaints of anti-social behaviour experienced by leaseholders.

Shared Owner Rent

Under the terms of a shared owner's lease, rent **shall be** payable:

- On the proportion of unsold equity that Freebridge own;
- At a percentage specified in the lease; and
- Annual rent reviews will be agreed by Freebridge's Board using the mechanism set out in the lease.

We shall:

- Demand payments monthly in the lease.

However, the net rent will be charged to the shared owner's account weekly alongside any relevant service charges.

The total of both the net rent and any applicable service charges will be treated as part of our collection and enforcement processes as the total weekly rent.

- Follow the principles of our [Income Management and Maximisation Policy](#) in recovering unpaid rent from Shared Owners.

If an undertaking was given to the mortgagee at the time of completion, the lender will be notified prior to enforcement action being taken in respect of non-payment of rent (or service charge).

Where the lease allows, and after all reasonable efforts to negotiate and maintain a repayment agreement have failed, the preferred method of enforcement will be to make a claim under Ground 10 of the Housing Act 1988 for possession of the property. Where the lease does not permit this, as a last resort and after all other attempts have failed, consideration will be given to commencing forfeiture proceedings.

Service Charges

We shall:

- Charge leaseholders based on estimates and actuals of service costs incurred:
 - During the previous financial year.
 - Estimates of future costs of major works; and

- A contribution to an accumulation fund to pay for these works, where leases permit.
- Ensure that demands for service charges clearly set out the:
 - Items for which the service charge is being made.
 - Relevant portion of the cost payable by the individual leaseholder for each item; and
 - Amount of any payment to the accumulation fund and the previous year balance of the accumulation fund.

The apportionment of service charges will be set out in individual leases.

- Charge leaseholders, where the lease requires, for the cost of appropriate buildings insurance.
- Charge leaseholders for services based on the costs invoiced by any external management company to Freebridge, where a leaseholder's property is part of a wider development, in addition to any buildings insurance, administration or other fee due under the terms of the lease.
- Negotiate with a leaseholder(s) (and if necessary the leaseholders' mortgage lender) who has arrears of service charges, a reasonable payment agreement for the repayment of the arrears rather than taking enforcement action.

However, where necessary, Freebridge will commence proceedings for a money judgment order against leaseholders who fail to clear service charge arrears and/or, as a final resort will commence forfeiture proceedings.

Forfeiture proceedings will not be started unless Freebridge is satisfied that all other options to ensure the arrears are paid have been attempted, failed, and discussions have been held with the lessee's mortgage lender (where appropriate) where there is an outstanding mortgage charge.

Lease Extensions

Freebridge will grant statutory lease extensions in accordance with the Leasehold Reform Housing and Urban Development Act 1993 to qualifying leaseholders. In addition, Freebridge will give consideration to non-statutory lease extensions in appropriate circumstances. In either case, Freebridge will endeavour to take the opportunity to update any leases to include up to date service charge provisions for the purposes of transparency and clarity.

Complaints

All leaseholders will be given details of, and access to Freebridge's formal [Complaints and Compliments Policy](#), including the right to refer complaints to the Housing Ombudsman, in the event that Freebridge's own complaints procedure has been exhausted.