

About Your Lease

The Lease

Your lease is a legally binding contract between you and First Choice Homes Oldham Limited (FCHO) and is a very important document. It sets out your obligations and rights as a leaseholder and what FCHO obligations and rights are, as your landlord.

It is important that you understand your lease and the conditions in it. Breaking the conditions could have serious consequences. If there is anything that you are unclear about, we recommend that you contact your solicitor or the Citizens Advice Bureau for help and advice.

Your solicitor should have given you a copy of the lease when you bought your home. As the terms of each lease may vary slightly, it is essential that you read the document carefully.

What does being a leaseholder mean?

You have bought a leasehold interest. This means you have the right to live in your home for a certain period without having to pay rent, except for an annual ground rent. The ground rent under a Right to Buy lease is £10.00, and for most leases the length of term is 125 years from the original date of purchase. However, some leases have been granted for a term of only 99 years.

As a leaseholder you buy the right to live in your own flat. You are required to pay a share of the costs of the upkeep and repair maintenance of the building and communal areas.

You became a leaseholder:

- When you bought your home from FCHO under the Right to Buy and Right to Acquire scheme

OR

- When you bought your home on the open market from the previous owner. In these circumstances, the original owner would have purchased the property from FCHO under the Right to Buy scheme

Your home

Your lease describes the flat that you have bought (the demised premises) and shows a plan showing the property you own. It also shows the building containing the flat and the estate it is on.

Common terms used in the lease

As your lease contains lots of legal terms, we have explained most of the important ones in the Glossary of Terms Information Sheet.

Extending your lease

You may have the right to renew your lease at any point but the length of the extension period would have to be negotiated with FCHO. Please note, that the cost of extending your lease is calculated using current market prices. You will also be responsible for paying all the costs: surveying fees, your own legal fees and our legal fees.

The conditions of your lease

Your lease sets out specific conditions or responsibilities that you have as the leaseholder and that FCHO has as the freeholder. Some of the most important conditions are set out below:

FCHO responsibilities:

- To keep the structure, exterior and communal areas of the building, including external drains and pipes in good repair.
- To insure the building, but not the contents of your Home.
- To manage your block or estate in a proper and reasonable manner.
- To consult with you before carrying out Major Works to the building or entering into certain long term contracts (for more information please see Information Sheet No 7 'Major Works').
- To collect ground rent, and service charges to cover your share of the costs of the repair, upkeep and management of your building and the estate.

Your rights as a leaseholder

As well as responsibilities, you have rights which are included in the lease.

Some of the most important ones are:

- To live in your home as long as you pay us the service charge and do not break any of the other conditions of your lease.
- To use the communal areas of the building and estate and, in some cases, car parking areas.
- To be consulted by us about proposals for Major Works or certain long term contracts.

Your responsibilities:

- To pay the ground rent and service charges (which includes the costs of major works).
- Not to use your home as business premises.
- To keep the interior of your home, plus fixtures and fittings, in good condition and repair.
- Not to cause nuisance or annoyance.
- Not to make any structural alterations or extensions without first getting permission from us.
- To allow access for any inspections, repairs or work required to your home.
- To repay some or all of the Right to Buy discount if the flat is sold within the discount repayment period. This could be 3 years or 5 years depending on when you bought your property.

Please note: *you should not undertake any repairs or maintenance to the areas for which we are responsible. Contact us if you think any work is needed.*

What happens if you break a condition of your lease?

We may take legal action against you and ask you to pay the costs of that action. We may seek to recover possession of your home.

Varying the lease

It is possible for certain conditions of the lease to be altered, but all the leaseholders living in the building must be in agreement.