



# Leaseholder HANDBOOK



## Welcome to your leaseholder's guide

Created especially for owners of apartment blocks managed by Crabtree Management, this guide will give you an overview of how we manage your apartment block. If you have any further questions, please get in touch.

We recommend you keep this guide somewhere safe, as it includes the answers to many frequently asked questions such as:

- What do Crabtree do?**
- What is a service charge?**
- What are my responsibilities?**
- What types of maintenance and repairs will be carried out?**
- What can I do to prevent a fire?**



## Our customer and client charter

**Put simply, our customer and client charter is our commitment to you when working with us. It reflects the behaviour and customer service you can expect in all of your dealings with us.**

**Safety First** Our teams are committed to a stringent health and safety management system for how we provide our services and that of the contractors we use. Together with our clients, we will endeavour to provide an estate that is managed as safely as possible for you and your family.

**Openness** Sometimes it can be difficult to relate what you are asked to pay, to your usage of the managed areas of your estate. We understand this and will be fully open with you when explaining everything. You can expect us to speak plainly to you about all aspects of the services we provide or arrange. If your issue is outside of our control, we will advise to the best of our ability.

**Responsiveness** If we don't meet your expectations, please call us. You can expect that we will be able to resolve most of the issues you are facing over the telephone or to put steps in place to do so immediately after the call. You should not expect to have to follow this up after the call is made, unless further clarification is required. If you prefer to email or write to us, you may not get an immediate response, as you would by calling us, but you can expect this communication to be reviewed and responded to as soon as practically possible.

**Value for money** We cannot control all of the components of your service charge or estate charge, nor do we determine the full cost. What we will do is carefully select and manage the service providers used for all of the elements we can control. We will not continue to use contractors that do not provide value for money. We will not select the lowest quote all of the time, we will select the provider that is the most cost effective.

**Working in partnership** We are committed to working closely with our residents and clients to provide a responsibly managed property for your benefit. This cannot work without listening to their needs and wants. We will involve our clients in the bigger decisions all of the time. We will actively listen to residents, seek feedback regularly and use this to inform decisions on how the property is managed.





## What do Crabtree Management do?

Crabtree is a managing agent that provides management services to the communal parts of your development. We generally act for the resident management company (RMC) or the freehold owner of the development. The RMC or freehold owner is responsible for the upkeep of these communal parts and has appointed us as an agent to assist them in carrying out their responsibilities.

### **The extent of our services for the communal parts are set by:**

- Best practice to ensure they are managed responsibly.
- Health and Safety legislation to ensure they are managed safely.
- The preferences and needs of our clients with regard to how they are managed.
- The covenants in the transfer documentation for a property with freehold ownership.
- Relevant legislation put in place to protect all parties.

Depending on what we are asked to do and the type of property or private estate, the services we provide in relation to the common parts could include:

- Maintenance, insurance and cleaning of apartment buildings.
- Arranging gardening.
- Arranging repairs of estate areas as necessary, including of un-adopted roads, street lighting on un-adopted roads, play equipment and electronic entrance gates.
- Liaising, where necessary, with warranty providers, original contractors, insurance brokers, neighbouring properties, the emergency services, the local authority or local interest groups on behalf of the residents or our clients.
- Regular site visits and inspections.
- Liaising with solicitors with regard to conveyancing enquiries.

Our responsibilities do not include the repairs to the interior of your individual property or any design faults in the original construction or conversion.

## Service charges

### What is a service charge?

As the managing agent for your development, we take on the appropriate responsibilities of your residents' management company or freeholder set out in your lease. Your service charge is your share of the costs involved, and will cover things like:

- Maintaining the common areas, for example stairways and hallways, communal grounds and car parks.
- Buildings insurance premiums.
- Repairs and renewals to common areas.
- Cleaning and lighting of common areas.
- Gardening of communal grounds.
- External and internal redecorations.
- Lift maintenance and intercoms, where appropriate.
- Appointing and overseeing wardens, caretakers, concierges, if applicable.
- Contribution to a reserve fund, if there is one, to spread the costs of major works, for example roof or lift replacements, over a number of years.



In addition, your service charge includes our management fee which covers, among other things:

- Preparing an annual estimate of anticipated costs. Maintaining records of all payments and receipts for each property in your development.
- Undertaking property visits to ensure that work is being carried out satisfactorily and to see if any further work is required.
- Dealing with queries from residents and ensuring that the covenants set out in the lease are being kept.
- Providing a dedicated property manager.
- Managing maintenance contracts, including arranging tenders and approving contractors.
- Arranging fire risk assessments and health and safety assessments of the common areas.
- Liaison with other third parties, including local authorities, neighbouring properties, fire services and local community groups.

Any fees specific to a particular apartment may be charged directly to the owner rather than the communal service charge account.

### **How can I pay my service charge?**

Before the start of each financial year for your property, we will send you an estimate of estimated service charge expenditure for the coming year. You will be invoiced 30 days in advance of when this payment is due (where practical). You can pay this invoice in the following ways:

- Online with a debit or credit card
- By bank transfer
- Over the phone with a credit or debit card via our automated payment line on 020 8371 7070. You will need your tenancy ID, which you will find at the top of any letter from us.
- By direct debit (please contact us to set up a direct debit).

## **What is the difference between a service charge budget/ estimate and a year-end service charge account?**

Most leases provide for advance payments to be made to ensure there are funds available to pay bills as they become due. The service charge budget is an estimate of your share of the likely costs for the coming year and is payable in advance. The budget is based upon experience in previous years and known items of expenditure.

The year-end service charge account is a statement of actual spend over the past year and your share of those costs. When we send you the year-end service charge account, we include a summary of the amount you paid at the start of the year for the service charge budget, as well as the difference between the two. If the year-end service charge is higher than the estimated budget, you will need to pay the difference.

## **What do you do with my advance payment?**

All advance payments are credited to a client bank account separate from our own business accounts. All contributions from owners on individual sites are paid into this account and any expenditure relating to your property is taken from this account.

## **What if I won't be able to make my payment on time?**

Your payment dates are set out in your TP1 or lease and it is important that payments are made on time to ensure that bills relating to your property can be paid on time. If you are going to have difficulties making a payment on time, the most important thing is to let us know as soon as possible, as we may be able to work out a sensible payment plan in exceptional circumstances.

Your invoice will clearly state the payment due date. If we haven't received a payment by that date, we will send you an overdue statement. Further delays in payment (or failure to contact us) will result in a firm reminder which may incur an administration charge from us. If we still do not hear from you, we may need to instigate recovery action on behalf of the development. In line with best recovery practice and to ensure the development does not incur undue expenditure, interest at 4% over the Bank of England base rate (usually LIBOR) on overdue amounts and legal costs are levied to you should this happen, where solicitors are instructed.

## What is a reserve fund?

Your service charge may include a contribution to a reserve (or sinking) fund. The reserve fund is held in trust on behalf of the development and used to pay towards any major works or planned maintenance. The use of a reserve fund means that the cost of major works can be spread out over a number of years, making it more affordable for owners.

## How do you control costs?

Leases do not usually set any limits on expenditure. The Landlord and Tenant Act 1987 states that service charge expenses must be reasonable, and the Housing Act allows apartment owners to challenge unreasonable costs. If your property has a residents' management company, the directors will approve the service charge budget before we send it to owners within the property. Each year we review costs to ensure best value for apartment owners and we always strive to deliver the best possible service at a reasonable cost.

Before major works (where costs are likely to exceed £250 for any apartment) are carried out, all apartment owners are informed of the proposed work, including details of the tenders from independent contractors, and invited to comment on the proposed works and costs.





There are also ways that apartment owners and residents can help to control costs, including:

- Taking care and consideration in the common areas. For example, parking on grass verges can damage flower beds, allowing pets to foul the common areas (inside and outside) results in the need for additional cleaning. All of these would add costs to the service charge account.
- Report any repairs as soon as possible. A small repair left unattended can sometimes develop into a larger and more expensive problem.
- Provide access when requested. We often have situations where a surveyor or builder visits an apartment at a pre-arranged time to find nobody is home. We are charged for these call-outs, whether access is provided or not.
- If your building doesn't have a residents' management company, consider forming a residents' association. It is much easier for us to liaise with a single residents' association rather than many individuals, as there tend to be fewer misunderstandings and there is usually a significant saving in management time.

### **What if there isn't enough money in the service charge fund to cover costs?**

In such cases we may have to issue a supplementary estate charge demand to cover costs in the interim.

### **What is ground rent?**

Ground rent is an annual charge paid to the freeholder for the land on which your property stands. The amount of ground rent is set out in your lease.

## Fire precautions

**IMPORTANT – PLEASE READ CAREFULLY AS DEATH, INJURY AND LEGAL LIABILITY MAY RESULT FROM A FAILURE TO COMPLY.**

As the apartment owner (leaseholder), you are responsible for fire prevention and detection within your demised area (“your apartment”), and the evacuation from it. In planning this and in taking appropriate measures, you should consider the needs of yourself, your family and any guests or workmen (“occupiers”) that may be there. Where the apartment is sublet by you, you are solely responsible for ensuring that all of your tenants are fully familiar with the matters herein.

**It is a requirement of your freeholder, in line with current fire regulations and guidance, that you consider the following matters. You must ensure you comply, since failure to do so, is likely to put your life and the lives of others at risk. You should take any actions that may be required to improve or maintain the ability of the apartment to withstand a fire, including:**

**Alterations to your apartment:** You **must not** make any alterations to your apartment which may reduce its ability to withstand or contain a fire.

**Front door:** You own front door should be fire resistant for a minimum of 30 minutes. It is **your responsibility** to ensure that it meets this minimum standard. For fire-resisting purposes, the gap between the door and the frame should normally be protected by installing an intumescent seal. These expand in the early stages of a fire and enhance the protection given by the door. Additional smoke seals, either incorporated in the intumescent seal or fitted separately, will restrict the spread of smoke at ambient temperatures. You should also be aware that, unless stopped, smoke can get through a letterbox if you have one.

**Detection:** In line with government guidance, **you are expected** to have and maintain smoke detectors in your apartment. It is **your responsibility** to ensure that you have enough smoke detectors and that they are tested in accordance with the manufacturer’s recommendations.

**Lighting:** Should the lights fail as a result of a fire, you must be able to make your way safely from your front door out of the building, potentially in the dark. If the building does not have a back-up lighting system, **we require** you to make suitable alternative emergency lighting provision. How this is achieved is a matter for you, but it could be as simple as ensuring that there is a regularly checked torch available near the front door of your apartment. You are responsible for ensuring that occupiers can make their way to a place of complete safety.

**Evacuation route:** You are required to plan an escape route for the occupiers of your apartment (this must take into consideration any special needs of the occupiers) and plan where you will gather once outside the building. Where practical, you should identify an alternative evacuation route, should your primary route be blocked.

It is essential that the halls, stairs and landings are kept clear; residents keeping pushchairs, bicycles or other items in these common areas present a significant hazard. Should there be a fire, anyone doing this **may be held liable for any consequences that result**. Any item that blocks the halls, stairs or landings cannot be permitted or condoned under any circumstances.

The fire procedure guidance for your building is displayed on or near the communal notice board.



## Insurance

### **Who organises buildings insurance?**

Your lease will determine who is responsible for taking out building insurance on your property. The cost of the premiums is paid through your service charge account.

### **What does the buildings insurance policy cover?**

This insurance will cover damage to the building principally against storm, fire, flood and, in some cases, subsidence. In addition, the policy usually covers outbuildings, but not always fences and walls. The policy does not cover damage to your contents, normal wear and tear or negligence by owners or their tenants. In all insurance contracts, there is an implied duty that the property will be adequately maintained and that owners will not take any action that may put the property at risk. You will need to let us know if the apartment will be unoccupied for more than 30 days, so that we can inform the insurers. We would also ask that you turn off all services and generally make your apartment safe before going on holiday or leaving it unoccupied for more than 30 days. Please ensure your property is regularly inspected and a record of these visits is kept.

### **What insurance do I need to arrange?**

You will need to arrange adequate contents insurance to cover damage to the contents of your apartment. If you let your property, you will also need to arrange landlord's insurance.

## **What happens if a claim needs to be made on the buildings insurance?**

If your property manager believes that certain repairs to the common areas may be covered by the buildings insurance, they will refer it to our head office insurance team who will make an appropriate claim on behalf of the property.

In some cases the insurance company may not pay for all of the repairs, including:

- If there is an element of improvement in the repair. For example, if a new roof is going to be due in the next couple of years, it may be practical to replace the roof now rather than just repair it.
- In this case, the insurance company would contribute an amount equivalent to the cost of repairs towards the cost of replacement.

There will be a provision in the policy (as with most types of insurance). The amount of the excess will be set out in your buildings insurance policy.

In these cases the difference between the cost of the repairs and the amount received from the insurers will need to be covered. This will often be through the service charge account or, depending on the cause of the damage the claim relates to, the excess may be charged to an individual apartment owner.

## **How do I make a claim for my apartment on the buildings insurance?**

If you would like to make a claim on the buildings insurance in relation to your own apartment:

- Contact us to request a claim form
- Complete the form as fully as possible.
- You will need to obtain two estimates for repairs to return with the form.
- If the damage has been caused by a break-in or other vandalism, you will need to get a police incident number.
- Unless it is an emergency, do not start any work until you receive confirmation that your claim is agreed.
- Return the form to us.

If your claim is agreed, you will be notified with confirmation that repairs can start.

In some cases, the insurance company may appoint a loss adjuster who will visit your apartment to assess the claim and then report on whether the claim is agreed and the sum allowed.

## **What is a reinstatement cost assessment (RCA)?**

An RCA is carried out by a surveyor when we first take on management of a property and then every three to five years. It provides an indication of the costs required to rebuild the property, including any associated car parks, roads, bin stores, etc. This figure is then used to calculate the amount of buildings insurance required.

It is vital that the building is insured for the correct rebuild value to protect apartment owners from being required to fund any deficit in cover should an emergency occur.

## Maintenance and repairs

### What types of work are Crabtree responsible for?

The upkeep, maintenance and repairs that we carry out can vary in size and complexity. This includes the day-to-day upkeep, such as gardening and cleaning, as well as ad-hoc repairs and planned maintenance. If your building has lifts, we will arrange for a specialist firm to service them on an annual maintenance contract.

### Repairs generally fall into one of three types:

- Day-to day minor repairs, usually noticed by your property manager during a visit or reported by a resident, warden or caretaker (where relevant).
- Emergency repairs which may result in an insurance claim.
- Planned maintenance, for example external or internal redecorations, substantial repairs to the roof or foundations, etc.

### How do I let you know a repair or maintenance is needed?

We will carry out regular property inspections and make a note of any repairs that may be needed. However, we understand that the need for repairs or maintenance may become apparent between visits. If you do notice that a repair or some maintenance is needed, please contact your property manager, who will arrange for it to be dealt with. Similarly, if you are unhappy with the standards of cleaning or gardening, please let us know, in writing wherever possible, so that we can address the issue.

Please note that in order to avoid excessive additional costs being added to the service charge account, we may wait for a number of items of a small cosmetic nature to accumulate to justify the cost of sending out a contractor.

### How quickly do you deal with minor repairs?

We deal with emergency repairs as quickly as possible. Other repairs will be dealt with as soon as it is practical to do so. As previously mentioned, we may wait for a number of small cosmetic repairs to accumulate before instructing a contractor to reduce costs for apartment owners.

Wherever possible we instruct a local contractor to undertake the works and occasionally you may be asked to confirm if the works have been completed satisfactorily. We have no business interest in the builders or contractors we use and our main concern is that work is carried out to a satisfactory level at a reasonable cost and in a safe manner.

### **What about emergency repairs outside of office hours?**

If emergency repairs are needed to the fabric of the building, for example storm damage to a roof, outside of office hours, you can contact our out-of-hours emergency repair service on 020 8371 7070.

This service, run by third-party provider, is available between 5pm and 8.30am Monday to Friday and 24 hours on Saturdays, Sundays and Bank Holidays.

### **Do you undertake improvements to buildings?**

Your lease will usually define the service charge account as being for repairs and maintenance. If we are asked by apartment owners to make improvements to the property, we will need the agreement of all owners in the building. We cannot usually force owners to pay for improvements and if one or more do not want the improvements to go ahead, they do not have to contribute towards the costs.





## **How do you manage the costs of repairs?**

If the extent of the repairs means that estimates and quotations are needed, we will try to get quotations from various contractors. Sometimes, it isn't possible to get an accurate quotation in advance, as we may not be able to specify the exact extent of the work. For example, in the case of roof repairs where access may be difficult, we can often first identify exactly what needs to be done only after scaffolding has been put up and a detailed examination has been made. In these cases, a contractor will give an estimate which may change depending on the actual work needed.

## **What if specialist advice is needed?**

If specialist advice is needed, we will usually instruct a chartered surveyor. In particular, we will use a chartered surveyor to:

- Draw up specifications of planned maintenance that needs to be undertaken.
- Supervise planned maintenance work and ensure it is carried out to a standard in line with the quotation.
- Investigate specific structural or maintenance problems.
- Where an independent surveyor is used, their reasonable costs will be charged to the service charge account. Where we instruct our sister company Ellis, Sloane & Co. for normal surveying work, we will charge at our usual hourly rates.

## **Can I suggest a local contractor to carry out the work?**

You can suggest a contractor and we will ask them to provide a quotation or estimate. To ensure that work is carried out safely, for both contractors and residents, we require all contractors who work for us to be approved for health and safety by Ellis, Sloane & Co.

## **What is planned maintenance?**

Also known as planned preventative maintenance (PPM), planned maintenance is a programme of planned maintenance that is designed to prevent the serious degradation of the building. Your lease may also specify that certain items of maintenance, for example painting the exterior, are carried out at set intervals.

## **What is section 20?**

Where the costs of any maintenance will be more than £250 for any individual apartment, then section 20 of the Landlord and Tenant Act 1985 (as amended) will apply. This legislation is in place to ensure that costs are reasonable and apartment owners are consulted on the works and costs proposed. This can add extra time to maintenance work, as we ensure all apartment owners have the opportunity to share their views on the proposals. Please note that in the event of an emergency, it is sometimes not possible to go through consultation before works are started.

## **What happens under section 20?**

For the majority of section 20 projects, we instruct our sister company Ellis, Sloane & Co. (ESC), a firm of qualified chartered surveyors and project managers, to manage the works on our behalf. They will arrange for a specification of works to be drawn up and forward a copy to all apartment owners. You are also able to retain your own surveyor in relation to the works, if you wish, and ESC's surveyor will provide them with access to the relevant information. Your surveyor, as well as representative of the apartment owners, is welcome to attend site meetings during the course of the works.

ESC will get at least two competitive tenders, wherever possible, from independent contractors and send these to you. You will then have 30 days to review the tenders and let ESC have your views on the proposed works. ESC will take careful consideration of all comments received before works start and, where appropriate, will meet with you to discuss any issues.

We and ESC will do all we can to minimise inconvenience during the works and sometimes there will be unavoidable annoyances, such as dust and noise. During the works it may be necessary for contractors to access your apartment, for example to paint windows, and we would ask you to co-operate with contractors.

### **What happens if the final cost of planned maintenance is very different to the original estimate?**

If the final cost of any planned maintenance differs significantly from the original estimate, we will ask our surveyor to certify that such additional costs are fair and reasonable before final payment is made to the contractor.

### **What is phasing of works?**

From time to time we are asked to limit service charge expenditure or defer works, usually because of financial difficulties. We will always consider such requests with care and sympathy. In some cases, we may be able to phase (or spread) the work over two years to ease the financial burden. Whatever decision is made, we will take into consideration the particular circumstances and the views of all apartment owners. In particular we need to consider:

- If the work can be deferred without causing further deterioration to the building. For example, dry rot would need to be dealt with and repairs could not be deferred.
- If deferment could cause safety issues. For example, broken steps or a chimney on the verge of collapse could pose a danger to apartment owners, visitors or passers-by.
- If deferring work would result in substantially greater overall costs which outweigh the benefits of phasing the work. For example, on a tall building where scaffolding is needed, the cost of putting up the scaffolding to do part of the job and then putting it up again to complete the job a few months later could increase the costs enough to mean that phasing would not make financial sense.
- If deferment or phasing is not possible, then apartment owners will need to make the payments on the due dates. In the case of planned maintenance, you will usually have an idea of the costs several months in advance, giving you time to plan how you will meet the costs.

## **What are the benefits of planned maintenance?**

The key benefits of regular and planned maintenance are:

- It is more pleasant to live in a well-maintained property
- An apartment in a well-maintained building will, as a rule, retain its value better and generally be easier to sell.
- It will usually limit serious deterioration of the fabric of the building and reduce the cost of maintaining the building in the long run.
- It should reduce the need for emergency, reactive repairs.

## Your rights and responsibilities

Your lease will set out your rights and responsibilities in detail and this section gives you a simple overview.

### **What are my basic rights as a leasehold apartment owner?**

If you are liable to pay an administration (or service) charge, either fixed or variable, under your lease, you have the following rights:

1. To apply to a First Tier Tribunal (FTT) to determine your liability to pay an administration charge, including the payer, the payee, the amount and the date and manner in which it is payable. Applications to a FTT can be made either before or after the administration charge has been paid. However, you do not have the right to apply if:
  - The matter has been agreed and admitted by you.
  - The matter has been or is being referred to arbitration in accordance with a post-dispute arbitration agreement.
  - The matter has been the subject of a determination by a court or by an arbitral tribunal in accordance with a post-dispute arbitration agreement.
2. To apply to a FTT to vary the lease where:
  - The administration charge is unreasonable.
  - The formula specified in the lease for calculating the administration charge is unreasonable.
3. To withhold payment of an administration charge demanded where a summary of rights and obligations in respect of administration charges has not been provided. However, you do not have this right if:
  - The landlord or freeholder subsequently provides a summary that complies with regulations.

### **What happens if I don't pay my service charge?**

Most leases give the landlord or freeholder a right of re-entry or forfeiture if you do not pay charges which are properly due. There are conditions around this. A court order is needed and it may not proceed unless:

- You have admitted you are liable to pay the charges, or
- it is determined by (or on appeal from) a First Tier Tribunal (FTT), a court or arbitral tribunal as being due.

In addition, the outstanding administration charge (or combination of service charge, rent and administration charge) must be over £350, unless the amount unpaid (or any part of it) has been outstanding for more than three years.

### **Can I make alterations to my apartment?**

Most leases require you to seek permission from the freeholder or management company before making any alterations or additions to your apartment, this includes the installation of a satellite dish. Any planned alterations should not be unsightly, should not affect the structure of the building and must meet local building regulations. Please contact us as soon as possible if you are considering making alterations to avoid delays further down the line.

### **Who is responsible for maintaining my apartment?**

You are usually responsible for maintaining the interior of your own individual apartment (the demised area). In some cases you may also be responsible for parts of the exterior, for example the repairs of windows and window frames. Your lease will define which areas you are responsible for.

If these areas are not maintained, we will contact you to ask that the necessary repairs are carried out without delay. Any delay in making these repairs could affect other apartment owners. For example, if we are due to redecorate the exterior of the building, we would not be able to start if rotten window frames are waiting to be repaired.

If our requests to repair any defects are ignored, we will ask a surveyor to produce a schedule of dilapidations. You will be served with this schedule and will also be liable for the surveyor's costs. Continued failure to repair any defects may mean you are in breach of the covenants of your lease and could result in us passing the matter to our solicitors for legal action.

### **Can I sub-let my apartment?**

Many leases require you to get permission from the freeholder or your management company before you sub-let your flat. If you are planning to sub-let your flat, please contact us as soon as possible, so that we can give permission on behalf of the freeholder or management company. To cover the cost of the time involved in checking your application and liaising with the freeholder, we will charge an administration fee.

You will need to supply the following information:

- Confirmation from your bank or building society (if you have a mortgage) that it has given its approval for the sub-letting.
- Name, address and telephone number of someone who will have keys and will be able to give access in the case of an emergency (this will usually be the letting agent).
- Details of a name and address in the UK where future bills or notices should be sent, as well as details of who will be responsible for the property and the payment of bills as they become due if you are going to be absent from the UK.

You will need to reapply for permission each time your tenants change.

The freeholder will not normally consider applications to sub-let where there are arrears of ground rent, insurance and/or service charge. They may refuse consent where the information mentioned above is not provided or is not satisfactory, for example a poor reference for the proposed sub-tenant.

Consent to sub-let may be withdrawn if your tenants are disruptive, cause inconvenience to other apartment owners or are in breach of the terms of your lease. You will be responsible for the actions of your tenants and ensuring that all of your obligations under the lease are met.

## **I want to sell my leasehold apartment, what should I be aware of?**

You should provide your solicitor with as much information as possible, for example copies of service charge accounts for the last three years, current budgets, consultation letters, etc. Your solicitor should contact us as soon as possible for a statement of your account and a copy of the current schedule of building insurance. Should your solicitor require further information, we can provide this, but will charge an administration fee in line with recommendations of local law societies.

Many leases restrict the use of agents' sign boards (i.e. for sale boards) and you should make this clear to your estate agent.





## Our partnership with you

Good communication between us, you, other apartment owners in your property, and your residents' management company or residents' association (if you have one) is key to successful management of your building.

### Who can I contact at Crabtree?

Your property manager is contactable by phone or email. Please bear in mind that there will be times when they are out of the office on property visits and you may be asked to leave a contact number or email address for the property manager to return your call when they are back in the office. If it is an emergency, then another property manager or assistant property manager in your local regional office will be happy to take your call and help where they can.

From time to time you may also need to contact one of our head office teams, including:

- Property transfer team if you are planning to sell your apartment:  
**PropertyTransferTeam@crabtreeproperty.co.uk**
- Accounts team for any queries on your service charge account:  
**accounts@crabtreeproperty.co.uk**

If your file has been passed to our solicitors or debt recovery agents as a result of a breach of your lease, we may not be able to talk to you or correspond with you and contact should be made through our solicitors or debt recovery agents. We are not trying to be difficult in these cases, it is a legal requirement that we act in this way.

### How can I have a say in how my building is managed?

If your building has a residents' management company, you may volunteer to become a director of the management company.

If your building doesn't have a residents' management company, you can form a residents' association, which can represent the views of all apartment owners. If you would like to set up a residents' association, we can give you a specimen set of rules and bye-laws.

Whether your building has a residents' management company or residents' association, we will continue to maintain formal contact with each of the individual apartment owners as well as working closely with the management company or association.

### **One of my neighbours is not sticking to the terms of the lease, what can I do?**

From time to time we receive complaints from one or more apartment owners in relation to another. We look at all complaints carefully and with sympathy, however we also need to remain impartial. The most common complaints we receive are about excessive noise, leaving rubbish in the common parts or parking in someone else's space.

First of all, we would suggest you talk to your neighbour and try to resolve the issue. In some cases, particularly of excessive noise, your neighbour may not be aware of the impact their behaviour is having on you.

When we receive a complaint we consider serious, we will write to the apartment owner concerned and ask them to stop the behaviour giving rise to the complaint. If the apartment is sub-let, then the apartment owner remains responsible for the actions of their tenants. If complaints continue, we will consider further action which may, ultimately, involve the courts.

In our experience the courts are unwilling to become involved in trivial matters or where there is no substantiation or evidence. It is therefore important to provide a file of evidence if you are making a complaint. In the case of excessive noise, keep a detailed and accurate diary of the times the noise occurred. In other cases, for example inconsiderate parking or leaving rubbish in the common parts, take photographs. Wherever possible, ask other affected apartment owners and residents to support the complaint and, as a last resort, be prepared to give evidence in court.

## **What do you do with my data?**

We take great care with all data and especially personal data. We are committed to ensuring this is secure and processed in a lawful manner.

We will process the information you provide in line with the EU's General Data Protection Regulation (GDPR). Our aim is not to be intrusive, and we undertake not to ask irrelevant or unnecessary questions. Moreover, the information you provide will be subject to rigorous measures and procedures to minimise the risk of unauthorised access or disclosure.

You can read our full privacy policy at **[www.crabtreeproperty/privacy-policy](http://www.crabtreeproperty/privacy-policy)**.

Should you have any concerns about how your data is processed, you can contact our Privacy Controller at **[privacy@crabtreeproperty.co.uk](mailto:privacy@crabtreeproperty.co.uk)**



## Customer service issues

While we try our hardest to ensure that your property is managed to the satisfaction of all, there are times when we cannot fully satisfy all the residents, all of the time, or where we are not responsive enough, or simply get it wrong. It happens.

### **Our 3 stage process:**

If you are experiencing any customer service issues, please by give us a call on 020 8371 7070. Generally we can resolve 90% of the issues over the phone or put plans in place to resolve any such issues within an appropriate timescale. Remember, if we don't know about something, we can't fix it. In addition to this, we are obliged by the codes of practice we follow to have a formal complaints procedure which is set out below:

#### **Stage 1**

In the first instance you should raise your complaint with your property manager. They will do their best to resolve the issue, or at least identify a solution, as soon as practically possible. When raising such a complaint it is useful if in any written communication or email you use the word 'complaint' in the subject area, and if making the complaint by phone please identify that you are raising the matter as a 'complaint' and that it should be logged as such.

#### **Stage 2**

If for any reason your complaint is not satisfactorily dealt with by your property manager, or it is about your property manager, please get in touch with our Head Office to discuss what has gone wrong. Please also feel free to make an appointment to come and meet with us if this is more convenient. Again when raising such a complaint it is useful if in any written communication or email you use the word 'complaint' in the subject area, and if making the complaint by telephone please identify that you are raising this matter as a 'complaint' and that it should be logged as such.

### **Stage 3**

In the unlikely event that your issue is not resolved at stage 1 and 2, please contact the directors explaining your complaint. It is very important that you mark your letter or email as a 'Formal Complaint' so that it may be dealt with quickly and at the appropriate level. The directors will ask the relevant senior manager to investigate your complaint and respond as soon as practically possible. The directors will then follow up the satisfactory resolution of the complaint.

### **Stage 4**

Crabtree is a member of The Property Ombudsman Scheme ([www.tpos.co.uk](http://www.tpos.co.uk)). If we cannot resolve your complaint to your satisfaction following the stages outlined above, you are welcome to ask the ombudsman to take a look. The advantage of the ombudsman is that they will look at the matter with a fresh and totally unbiased view. The ombudsman will review your issue after you have exhausted the stages set out above.