



Summary of Rights and Obligations and your Service Charges Explained



Communal Cleaning

Is for cleaning the communal areas of your block, this includes window cleaning, extra visits, cleaning and materials that may be required.

Communal Energy

Is for providing electricity and/or gas to the communal areas of your block and is based on usage from the utility bills received during the previous year.

Grounds Maintenance

Is for providing the ground maintenance service to external communal areas surrounding and near your home and includes grass cutting, rubbish removal, herbicide for weeds and pruning/cutting hedges.

Door Entry Maintenance

Covers the cost of providing a door entry system to your block. This includes repairs to the door entry system but not damage to the communal door.

Aerial Maintenance

Is for maintaining and repairing the communal aerial for your block.

Communal Water

Is for the water supply to your block or community centre. This could be either an internal water supply in the communal area or a supply on the external wall of a block. The costs are based on bills received from the water company for the previous year.

Water Testing

We have a duty of care to manage and monitor the hygiene of hot and cold water services in our buildings. This charge covers the cost of completing a water testing programme (recommended by the ACOP L8).

Managing Agent Charge

To cover a charge paid by **bdht** to third-party management companies who maintain and upkeep some of our estates.

Fire Safety Costs

Is for the annual contract for the testing and maintenance of any fire safety systems in your block, such as emergency lighting or fire alarms, and any repairs required throughout the year. This covers the cost of a Fire Risk Assessment. This ensures **bdht** achieves compliance with The Regulatory Reform (Fire Safety) Order 2005 (RRO).

Lift Maintenance

To cover the servicing and maintenance of any communal lifting equipment in your block, such as passenger lifts.

Equipment Maintenance

This is for communal laundry appliances such as washing machines and tumble driers. It covers an annual service and any repairs and maintenance.

Lifeline

This relates to our sheltered schemes and the service you receive depends on your personal circumstances. Some customers receive personal (apartment) and communal lifeline services, and some only have communal.

Sewerage

Covers charges for properties that are connected to an independent sewerage/pumping station system. The costs covers the annual servicing and maintenance including tank cleaning, desludging, and repairs.

PAT Electrical Testing Of Communal Equipment

All portable electrical equipment used in communal areas of our schemes must be tested annually to ensure they comply with safety regulations.

Administration Charge

bdht sets an administration charge based on 15% of the cost of the maintenance service it provides.

Summary of rights and obligations

1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.

2. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.

3. You have the right to ask the First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the Tribunal determines that the service charge is payable, the tribunal may also determine:

- who should pay the service charge and who it should be paid to;
- the amount;
- the date it should be paid by; and
- how it should be paid.

However, you do not have these rights where:

- a matter has been agreed or admitted by you;
- a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or
- a matter has been decided by a court.

4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.

5. Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs,

such as professional fees, which you may have to pay.

6. The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with Section 29 of the Tribunals, Courts and Enforcement Act 2007.

7. If your landlord:

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, or
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period.
- Your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.

8. You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must:

- cover the last 12-month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12-month periods; or
- cover the 12-month period ending with the date of your request, where the accounts are not made up for 12-month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

10. You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

Continued overleaf.

Summary of rights and obligations *(Continued)*

11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

12. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

Ways to get in touch



Website/Mybdht:
www.bdht.co.uk



Phone: **0800 0850 160**
or **01527 557557**



Letter:
FREEPOST bdht



Facebook:
facebook.com/bromsgrovehousing



Twitter:
twitter.com/bdht



LinkedIn:
linkedin.com/company/bromsgrove-district-housing-trust/



Customer portal www.mybdht.co.uk



13 Humphrey Ave, Bromsgrove B60 3JB

Bromsgrove District Housing Trust, Buntsford Court,
Buntsford Gate, Bromsgrove, Worcestershire, B60 3DJ

Registered Charity Number 1111423

RSH Registration Code LH4415

Out of hours emergency repairs and housing
0800 0850 160



Email:
contactus@bdht.co.uk



Text: **83080 start your message with the word bdht**



In person:
**bdht Offices,
Buntsford Court**