



PROUD TO BE DIFFERENT



OUR MANAGEMENT GUIDE





HorizonManagement.co.uk
hello@horizonmanagement.co.uk
0300 030 1035

Horizon managed my block since it was built – since they have taken over from the builders the block has been maintained and my tenants say repairs get sorted quickly

Zahir, landlord, Leicester

As a leaseholder it's always a concern how my block will be managed as it makes such a big difference. My apartment is my pension and its reassuring knowing that they're looking after the block

Sarah, leaseholder, Leicester

I've lived in a lot of flats and sometimes you can't get hold of anyone to help when something goes wrong - that's definitely not the case with Horizon

Tom, resident, Halifax



Horizon Block Management Limited trading as Horizon Management.
Registered Address; The Masters House, 92A Arundel St, Sheffield S1 4RE
Company Registration Number; 11006638

Why Choose Horizon?

We know that our best recommendation is a satisfied client. Indeed, most of our new appointments arise from such recommendations. So we work hard to get your business and even harder to keep it.

The Directors of Horizon Management bring an organised and common-sense approach to managing apartment blocks with communication at the forefront of everything we do.

Effective property management is necessary to ensure that you have a pleasant and comfortable environment to live in, as well as helping to sustain property values. We understand this and will work with owners to achieve the excellent standard of maintenance and management.

We assure all stakeholders in our blocks that management will be proactive, in compliance with all the current legislations, terms of leases and good business practice.

Offering a personal service we will tailor our service to meet your requirements. Each block of flats will have an experienced Building Manager assigned to it, who can be easily contacted and who knows your block inside out. We never wish to seem a faceless organisation, we are hands-on, approachable and only use local trusted specialist maintenance teams to manage your block to the highest standards.

Our ethos is:



Financial
transparency



Efficient
problem solving



Effective
communication

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General Introduction

Introduction

This guide is for Residents, Leaseholders & Freeholders where management services are provided by Horizon Block Management Limited (Horizon). It is intended to give you basic information concerning the management of your block. If there are any points you do not understand, contact us - we want people to know what we do!

This guide is not comprehensive and is only intended to give a general outline of how we perform our management functions. If there are any points that you do not understand or if you have queries about the management which are not covered in this guide, please write to us and we will respond to you.

Our Story

We are leasehold property owners who were fed up with poorly managed blocks and services not being maintained despite Services Charges going up year on year!

We decided to create the company to be different and raise the standard of block management with better communication, transparency and getting things done without costing an arm & a leg.

Horizon was born to have a fresh approach to management – act quickly on repairs, keep the apartment block looking great and provide clear details on where the money goes – for us it's not hard to be better than the rest!

Who is Horizon?

Horizon is a property management company that specialises in residential block management nationwide. We are usually appointed by your management company (or freeholder) to deal with all matters relating to the administration, repair and upkeep of your property which are the responsibility of the management company (or freeholder) under the terms of your lease.

Our management functions are governed by the provisions set out in your lease or TP1, and the Law (specifically the Landlord and Tenant Acts 1985, 1987 & 2002 and the Housing Act 1996).

Our staff are trained in all aspects of property management based on both good practice and current legislation. They are either Members of the Institute of Residential Managing Agents or are studying for Membership.

Horizon is a member of various regulatory organisations and abides by the code of practice of the Royal Institute of Chartered Surveyors (RICS).

What We Do?

We take care of the routine cleaning of your block; this includes the communal areas, (hallways, staircases) the bin stores and outside areas.

We deal with making sure your block is safe from fire and is a safe place to live. This done by regular inspections, alarm testing and risk assessments.

One of the biggest aspects to our management is the testing and servicing of what's inside the block. This includes the fire protection systems, intercom systems, door entry, CCTV, emergency lighting, lifts, water pumps and generators. Arranging for external and internal redecorations, repairs and maintenance and gardening of communal grounds.

On top of all this we deal with the legal aspects of the block such as the buildings insurance, service charge accounts and making sure the building always has money to pay for its upkeep.

We want to make sure each and every block we manage is maintained to a high standard and that involves effective communication, transparency of everything we do and getting the jobs done in a timely and cost effective manner.

We do the day-to-day administration, accounting, legal obligations for an apartment block as well as the maintenance of the building structure e.g. roof and external walls, and also the general upkeep of the estate.



**Your Service Charges
are extremely
important to keeping
your property a
valuable asset and
happy place to live.**



Certain parts of your property can be shared by some or all of the other owners (i.e. halls, stairways, gardens etc.) and obviously someone has to be responsible for the proper upkeep of these areas. Under the terms of the leases these functions are the duty of the management company (or Freeholder), who has appointed Horizon to act on its behalf.

The costs of such repairs and maintenance are recovered from the individual Leaseholders & Freeholders in the proportions detailed in the leases (or management covenants).

It's important to us that we routinely visit the block know your block in great detail in order for us to manage it properly.

Why Is This Necessary?

Your lease will stipulate that the roof, foundations and exterior of your property together with the common parts must be maintained and redecorated at regular intervals. A property benefits from regular maintenance because:

- A well maintained property is more pleasant and comfortable to live in.
- A flat or house in a well-maintained building or estate will generally sustain its value better than one in a badly maintained building or estate, and will generally be easier to sell.
- Regular preventative maintenance will usually limit serious deterioration of the fabric of the building and in the long run reduce the cost of maintaining the building.



Our Commitment

Whether you're a landlord or resident in an apartment block no one should be confronted with a poorly maintained building, where the communal areas are not clean, the services are out of order for weeks and the bins are constantly overflowing. It's our job to make sure your block runs smoothly.

Maintenance Work

Types of Work

The upkeep, maintenance and repairs that can take place at a property can range in size and complexity. We are responsible for ensuring that such items of upkeep that fall to the common parts are properly identified and carried out.

Firstly there will be ongoing day to day items such as cleaning and gardening. Where there are lifts we will arrange for a specialist firm to service them on an annual maintenance contract. On larger estates there may be a full or part-time caretaker and in the case of retirement housing we will arrange for the employment of a resident warden/manager.

Repairs will usually fall under three types:



Day to day minor repairs. These will usually be noticed by your Building Manager during a visit or may be reported by an Owner, warden or caretaker.



Repairs of an emergency nature which may possibly form the basis of an insurance claim.



Planned Maintenance such as external or internal redecorations, substantial repairs to roof, foundations etc.

Notification of Repairs

Although we make regular property inspections, we cannot be present at your property all the time. If some item of maintenance becomes apparent to you, please contact us and we will arrange for it to be dealt with. Please bear in mind that for small cosmetic items it may be more economical to let them accumulate until there are a number of repairs which can justify the costs of a visit by a contractor. Equally if you are not happy about standards of cleaning or gardening, please notify us in writing so that we can specifically consider them at our next property inspection.

Minor Repairs

In the case of repairs, we will deal with emergencies as quickly as possible. Other repairs will be dealt with as soon as it is practical to do so. We will usually instruct a local contractor to undertake the works and occasionally you may be asked to confirm whether the works have been completed satisfactorily.

We have no interest, whether direct or indirect, in any firm of builders or contractors and our primary concern is to ensure that work is carried out in a thorough manner at an economical cost.

Emergency Repairs

Occasionally repairs can become immediately necessary (e.g., storm damage to the roof) and you may be unable to contact us (e.g., over a weekend). In such circumstances where it is vital that a repair is effected immediately, contact our Out of Hours Emergency Repair Service on **0300 030 1035**. This service is available between 5pm and 8.30 am Monday to Friday and offers 24-hour call-out on Saturdays, Sundays and Bank Holidays. The service covers repairs to the main external fabric of the building or to the internal common parts.

Improvements

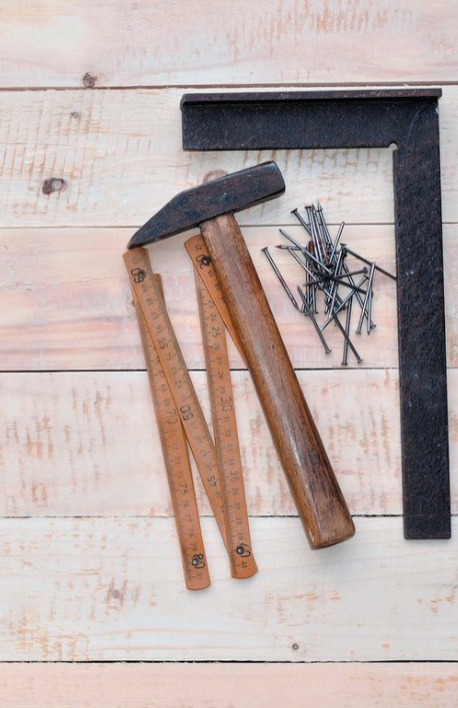
Our principal function is to perform your management company (or the Freeholder's) covenants under your lease. These will be to manage, repair and maintain the fabric of the building. However, from time to time we are asked by the property owners to perform works that are essentially improvements to the property. In such cases we will need the agreement of all the owners of the property.

The reason for this is that the Service Charge Account is usually defined in the lease documents as being for repairs and maintenance. We cannot usually compel owners to pay for improvements, and if one or more owners do not want such improvements to proceed, they do not have to contribute to such costs.



Estimates and Quotations

If we consider that quotations are necessary due to the possible extent of the repair, we will try to obtain firm quotations from various contractors. However, sometimes this is not possible because we are unable to exactly specify the full extent of the work in advance. For instance, in the case of roof repairs where access might be difficult, we are often only able to identify exactly what needs to be done after scaffolding has been put up and a detailed examination has been made. In such circumstances a contractor will give an estimate which may subsequently vary depending upon the actual work necessary.



Our principal function is to perform your management company (or the Freeholder's) covenants under your lease.

These will be to manage, repair and maintain the fabric of the building.

Surveyors

Where it appears necessary to obtain specialist advice we will usually use the services of a Chartered Surveyor. In particular we will use a Chartered Surveyor to:



Draw up specifications of planned maintenance that needed to be undertaken.



Supervise planned maintenance and ensure that they are carried out to a standard commensurate with the quotation.



Investigate specific structural or maintenance problems.

Planned Maintenance

Planned Maintenance Procedures

One of the advantages of regular maintenance is to avoid serious deterioration of the property. However, from time to time works do become necessary or may be stipulated under the terms of a lease. For instance, a lease may specify that the exterior of your building be repainted every 5 years.

In such cases, where works are likely to exceed £250 per flat, we will arrange for specifications to be drawn up and we will forward a copy to you. You are entitled to retain your own surveyor in relation to such works and our surveyor will provide your surveyor with access to all papers relevant to the proposed works. If you so desire you may nominate a reputable contractor to quote for the works.

We will seek to obtain at least two competitive tenders from independent contractors and details of these will be sent to you in accordance with the provisions of the Landlord and Tenant Acts 1985 and 1987. Upon receiving details of the tenders you will have 30 days to let us have your views concerning the proposed works.

We will have careful regard to your comments and those of your fellow owners before commencement of works. Where appropriate we are will meet with you to discuss any issues.

We will do everything practically possible to reduce inconvenience during the works but sometimes there will be irritants such as noise and dust which are inevitable. We would ask you to co-operate with the contractors and provide access where it is necessary. This is essential when windows need to be painted, as inability to gain access may lead to windows/doors being painted shut.

During the course of the works a representative of the owners is welcome to attend site meetings and if you have nominated a surveyor to look after your interests, such surveyor is also welcome to attend all site meetings.

In the case of planned maintenance where there is any material difference between the original estimate and the final price, any payments to the contractor will only be made after our surveyor has certified that such additional payments are fair and reasonable.

Please note that in the event of an emergency, it is sometimes not possible to go through the consultation period referred to above.

Phasing Of Works

From time to time we will receive requests to limit service charge expenditure or defer works, usually because of financial difficulties. We will consider such requests sympathetically and, for instance, it is sometimes possible to ease the financial burden by spreading the work over two years. However, we have to have regard to the particular circumstances and the views of other owners.

In particular we need to consider:



Whether work can be deferred without causing further deterioration to the building; for example an outbreak of dry rot would have to be dealt with and repairs could not be deferred.



Whether deferment could cause safety problems; for instance broken steps or a chimney on the verge of collapse could clearly pose danger to the Leaseholders, visitors or passers-by.



Whether deferring work would result in substantially greater costs which would outweigh the advantages of deferment. For instance, in a tall building where a lot of scaffolding is required, the cost of putting up scaffolding to do part of the job and then putting up scaffolding a second time to complete the repairs a few months later, would increase the total costs to such an extent that deferment would not make financial sense.

Where deferment is not possible we will expect owners to make the appropriate payment on the due dates. In the case of Planned Maintenance you will usually have had several months notice of likely expenditure, and it is up to individual owner to arrange their financial affairs so that they can meet service charge demands as they fall due.



Health and Safety Legislation

The provisions of the Construction (Design and Management) Regulations 1994 impose an obligation to develop a Health and Safety Plan applicable to major works and also monitor the works to ensure that any contractor is complying with the provisions of the Health and Safety Plan. This Act applies principally to larger contracts which are likely to take more than 30 days and we will advise you when the provisions of the Construction (Design and Management) Regulations 1994 are likely to apply. We will engage a surveyor or other expert to draw up and monitor an appropriate Health and Safety Plan. Regrettably this can add to the overall costs of such works.



Our Commitment

Any work that we instruct to happen on site will have safety at its forefront. Horizon will only instruct trusted tradesmen who have the appropriate insurance and who have undertaken a Risk Assessment prior to commencing. Horizon can't be responsible for the actions of third party contractors but during works, we will do all we can to ensure disruption to residents is minimised and vigilance to safety is maintained.

Fire Precautions

IMPORTANT - Please read carefully because death, injury and legal liability may result from a failure to comply

Leaseholders are responsible for fire prevention and detection within their demised area ("their flat"), and the evacuation from it. Many modern apartment blocks have a 'Stay Put Policy', do ensure that this is fully understood and conveyed to the residents of their property. Therefore where the property is sublet, leaseholders are solely responsible for ensuring that all of tenants are fully familiar with the matters regarding fire safety in the block.



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 flat to withstand a fire including:



Alterations to your flat

You must not make any alterations to your flat which may reduce its ability to withstand or contain a fire.



Front Door

Your 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 letter box if you have one.



Detection

In line with government guidance, you are expected to have and maintain, smoke detectors in your flat. 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 flat. You are responsible for ensuring that occupiers can make their way to a place of complete safety.

What to Do in Case of Fire

It is very important indeed that the halls, stairs and landings are kept clear; residents keeping pushchairs, bicycles or other equipment in these common areas present a significant hazard. Any equipment that blocks the halls, stairs or landings cannot be permitted or condoned under any circumstances.

Insurance

Buildings Insurance

Building Insurance will cover the structure of the property, such as damage to the building principally against storm, fire, flood and, in some cases, subsidence. Where repairs are necessary because of such an incident, an appropriate claim may be made against the insurance policy. The Buildings Insurance will usually cover outbuildings but not always damage to fences and walls.

It is important to appreciate that Buildings Insurance covers the main fabric of the building and the common parts. Except in special circumstances, Buildings Insurance will not cover damage to your contents. We recommend that you consult your Insurance Broker or other professional adviser to arrange adequate contents insurance, public liability etc., if you do not have such cover. Alternatively, our Insurance Broker is able to arrange cover if required.

Buildings Insurance does not cover normal wear and tear. It also does not cover negligence by owners or tenants. Also, if you leave your property unoccupied for more than 30 days we must be informed in order that we can notify the insurers.

Finally, there is, in all insurance contracts, an implied duty that the property will be adequately maintained and that owners will not take any action which might put the property at risk. Please also make sure that you turn off all services and generally make the property safe before going on holiday or otherwise leaving the property unoccupied.

Insurance Claims

Where your Building Manager believes that certain repairs to the common areas may be covered by the Buildings Insurance, we will make an appropriate claim on behalf of the Service Charge Account.



It is important to appreciate that the insurance company may not pay for all of the repairs for several reasons, principally:



There may be an element of improvement in the repair. For instance, if a new roof is going to be due in a couple of years, it may be practical to replace the roof now with the insurance company contributing part of the cost, being its contribution to the repairs.



There will be an excess provision in the policy whereby the first part of any claim is borne by the Insured. For normal claims this is likely to be between £250-£500 and in respect of subsidence claims the excess is likely to be between £2,000 -£5,000 (though this will depend on the insurer and also the individual circumstances of the property).

In such circumstances there will be a requirement to contribute to the difference between the cost of the repairs and the amount actually received from the insurance company. Often this will be through the Service Charge Account or, depending upon the cause of the damage giving rise to the claim, the excess may be chargeable to an individual.



If you wish to make a claim in relation to your own flat:

- Contact us and request a claim form
- Fill in the form with as much information as possible. You will be required to obtain two estimates for repairs. Unless it is an emergency, do not commence with the work until you receive notification that the claim is agreed. Where damage has been caused by a break-in or other such vandalism, you will need to obtain the police incident number.
- Return the form to the insurance broker as indicated in our letter, not the insurance company.
- If your claim is agreed, you will be notified and confirmation given that you can proceed with the repairs.
- In some cases the Insurance Company may appoint a Loss Adjuster who will visit you, assess the claim and then report as to whether the claim is accepted and the sum allowed.



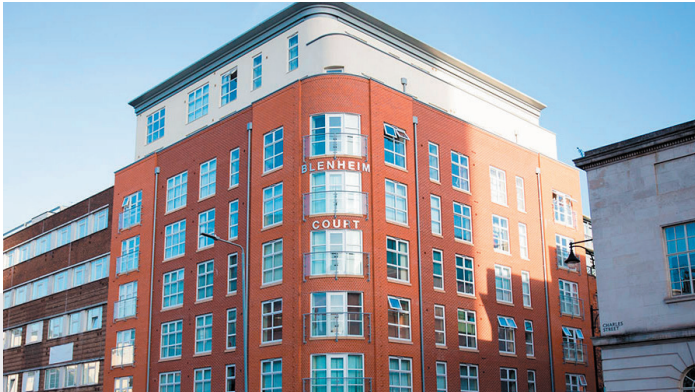
When Apartment Is Empty

Make sure that you turn off all services and generally make the property safe before going on holiday or otherwise leaving the property unoccupied.

Accounting

Ground Rent

Where applicable we will bill and collect ground rent on behalf of the freeholder or management company as required under the terms of the lease.



The Service Charge Account

Horizon maintains a designated 'Client Bank Account' separate from our own business accounts. This Client Account is used to hold all of the Service Charge monies relating to an individual property. All contributions from Leaseholders are paid into this account and all expenditure that is undertaken on behalf of your property is paid from this account.

Payments On Account

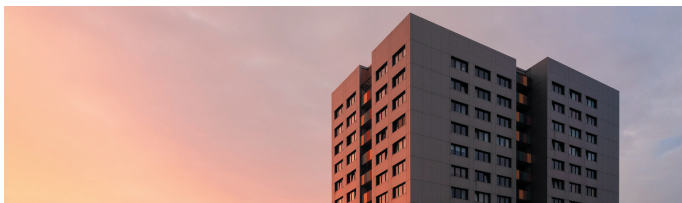
Items of maintenance and repair clearly involve the expenditure of money. Most leases provide for advance payments to be made in order to ensure that we are in funds and able to meet bills as they fall due.



Estimating your Service Charge Budget

It is important to appreciate that where we give an estimate of the likely service charge for a particular year, this is only an estimate. Our estimates are based upon experience in prior years and known items of current expenditure

Prior to the beginning of each year, we will send leaseholders an estimate of the likely service charge expenditure, often referred to as the Service Charge Budget. It is important to appreciate that where we give an estimate of the likely service charge for a particular year, this is only an estimate based upon experience in prior years and known items of current expenditure. Unfortunately, we cannot always anticipate unexpected items! We will then periodically invoice the leaseholders for advance payment of their service charge apportionment, and we request, for smooth running of the block, that payment reaches us when due.



Annual Service Charge Accounts

As soon as possible after the end of each year we will produce a “Service Charge Account” which will summarise all the expenditure incurred in relation to your property for the year in question

Year End Service Charge Account

The final figure of service charge expenditure will not be known until after the end of the year and may vary from the estimate we have given earlier.

As soon as possible after the end of each year we will produce a “Service Charge Account” which will summarise all the expenditure incurred in relation to your property for the year in question, including our own fees.

The Service Charge Account will be forwarded to each contributor together with a summary detailing advance payments and showing the balance due (if any) in respect of each individual property. Any balance due is payable upon presentation of the Service Charge Account. (Where there is a credit balance this will be carried forward to the next accounting period).

Under the provisions of the Landlord and Tenant Act 1987 any Leaseholder may, upon giving reasonable notice, visit our offices and inspect the books and records relating to the management of his or her property.



Late Payments

Payments in respect of Service Charge Expenditure are due to be paid on the dates specified in the lease /covenants. As previously mentioned, we will invoice you at least 30 days before the payment date (where practical). It is important that payments are made promptly otherwise there simply will not be the funds to pay for necessary expenses. We must remind you that we are collecting monies due to the Service Charge Account of your property and as trustees of that account, it is our duty to ensure that all contributions are collected in full and in a timely manner.

If any payments are late we will send you an overdue statement. If payment is still not received, we will send you a firm reminder, which will incur an administration fee. Some contributors take objection to receiving such a communication and we regret its necessity. However a minority of contributors take a somewhat casual approach to Service Charges and make payment when they feel like it. This is clearly unfair on the majority who do pay on the due dates. We retain the right to add interest at 4% over Bank's Base lending rate (usually LIBOR) or such rate as may be allowed by the Courts on any sums that are overdue.



If we receive no response to our reminder we will have no alternative but to instigate recovery action and seek to recover not only the outstanding sums but also interest and legal costs (where Solicitors are instructed).

Failure to pay Service Charge Accounts could lead to an action for forfeiture of your lease after we have obtained a certificate from the Court or the First Tier Tribunal (FTT) that the Service Charge is reasonable.

**IF YOU ARE GOING TO HAVE DIFFICULTIES MAKING A
PAYMENT ON TIME, PLEASE TELL US PROMPTLY.**

It may be possible to work out a sensible payment plan. However if you do not communicate with us we will pass the papers to our Solicitors and you will then become liable for legal costs as well as the amount outstanding.

Speak to us anytime on
hello@horizonmanagement.co.uk

Our Charges

All the work we do obviously involves staff time and overheads which we recover in the form of management fees. These fees basically fall into two categories:

First of all there is a fixed annual fee for day to day management which principally covers the following:

- Arranging for the regular maintenance of the property.
- The payment of bills as they fall due.
- Collection of service charge contributions from owners.
- Maintaining the Service Charge accounts and providing reports to leaseholders.
- Making property inspections from time to time in connection with day to day maintenance.
- Dealing with your queries on day to day maintenance matters.

Secondly, in addition to all the above functions we are sometimes required to spend additional time on other matters; for instance, in relation to major works we will obtain quotations from contractors, serve consultation notices on owners and generally organise the necessary work.

For this, and any other work outside the scope of normal day to day management, we will keep a record of our time and charge at our current rate. For a more detailed description of how our fees are calculated please see our web-site www.horizonmanagement.co.uk

The general fees for a property are charged to the Service Charge Account.

Those fees that are specific to a particular flat may be charged directly to the individual Leaseholder.

Service Charges



Summary of Tenants Rights and Obligations Administration Charges

The following does not give a full interpretation of your rights and obligations. You should always seek professional advice if in any doubt.



Tenant's Obligations

Your lease will set out whether the landlord can require you to pay an administration charge (either fixed or variable) for such things as approvals, provision of information and notifications arising from breach of a lease.



Tenant's Rights

Administration charges must be reasonable. Reasonableness will depend upon what the charge is for and the cost.



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

To apply to a First Tier Tribunal (FTT) to determine your liability to pay an administration charge including by whom it is payable, to whom, how much, and the date and manner in which it is payable. Applications can be made either before or after the administration charge has been paid. However, you do not have this right if:

- The matter has been agreed or admitted by you.
- The matter has been or is to be referred to arbitration pursuant to a post-dispute arbitration agreement.
- The matter has been the subject of a determination by a court, or by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

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.

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 subsequently provides a summary that complies with that prescribed in regulations.



Forfeiture

You should be aware that most leases provide the landlord with a right or re-entry or forfeiture if charges which are properly due, are not paid. However, a court order is required for this, and it may not proceed unless you have admitted that you are liable to pay the amount or it is finally determined by (or on appeal from) a First Tier Tribunal (FTT), a court, or arbitral tribunal as being due. Forfeiture may also not proceed if the outstanding administration charge (or a combination of service charge, rent and administration charge) is less than £350, unless the unpaid amount (or any part of it) has been outstanding more than three years.



Most leases provide the landlord with a right or re-entry or forfeiture if charges which are properly due, are not paid

Liaison with Owners

Contact with Owner:

If we are to be successful in our role, we must develop and maintain a good working relationship with the individual owners in a particular property. We will always deal with individual owners on day to day matters and we will write formally to you when issuing Year End Service Charge Accounts or when complying with legislation governing Planned Maintenance.

Your Building Manager can always be contacted by email or phone but do bear in mind that there will be occasions when they will be out of the office on property visits, so we may ask you to leave a telephone number so that your call can be returned. If it is a matter that cannot wait, then either an Assistant Building Manager or another Building Manager will be happy to take your call and try to deal with the problem.

Building Managers do visit your property regularly and are quite happy to meet with individual owners on site during normal working hours by prior arrangement. From time to time our Building Managers are prepared to attend meetings of the owners which are held in the early evening.

However, if a breach of your lease/covenant has occurred, (e.g. outstanding Service Charges have not been paid) and your file has been passed to our Solicitors/debt recovery agents, we may not be able to correspond or talk to you. Instead any such contact will have to be made through our Solicitors/ debt recovery agents. This is not because we are trying to be deliberately difficult on these occasions it is a legal requirement for us to act in this way.

Alterations

Most leases contain a prohibition on making any alterations or additions to an individual property without first seeking the approval of the Freeholder or Management Company. If you are considering any alterations, please contact us at the earliest possible opportunity. It is important to make sure that any such alterations are not going to be unsightly, do not affect the structure of the building and meet local Building Regulations. You also need permission for the installation of a satellite dish. If granted, and allowable under the terms of the lease, this must be in an unobtrusive position.

Condition of Individual Units Dilapidation Notices

Individual owners usually have responsibilities to maintain their own individual property. This usually means the interior of the property but these responsibilities can also extend to parts of the exterior (e.g. an owner may be responsible for the repair of windows and window frames).

If you fail to carry out such repairing responsibilities we will write to you requesting that the necessary works be put in hand. We ask that you do take the necessary corrective action without delay.

We would point out that any delay could affect other owners. For instance we may be due to redecorate the exterior of the building but cannot do so until a single owner has repaired some rotten window frames.

If an owner ignores our request to remedy any defects, we will ask a surveyor to produce a schedule of dilapidations and this will be formally served on the owner, who will be responsible for the surveyor's costs. Continued failure to remedy the defects may mean that you are in breach of the covenants of the lease and could result in the relevant papers being passed to our Solicitors for legal action.

Sub-Letting

Some leases require the permission of the freeholder prior to sub-letting. If you are planning to let your property, please contact the

freeholder at the earliest possible opportunity so that they can tell you if approval is required.



We must remind you that leaseholders will continue to be responsible for the actions of their tenants and in ensuring that all of their obligations under the lease are fully complied with.

Sales & Conveyancing

When you come to sell your property please remember that many leases/covenants may prohibit the erection of Agents signboards. You should make this clear to any Estate Agent you instruct.

You should provide your Solicitor with as much information as possible (e.g. copies of Service Charge Accounts for the last 3 years, current budgets, consultation letters etc). Your Solicitor should contact us at the earliest opportunity and we will provide, free of charge, a statement of your account and a copy of the current Schedule of Building Insurance. Where your Solicitor needs more information we are happy to provide same but will make a small administration charge, these charges will be in line with the recommendations of the local law societies.

Complaints Concerning Other Owners, Tenants, Visitors Etc.

From time to time we receive complaints, usually from one or more owners in relation to another. We do look at all such complaints sympathetically whilst at the same time trying to remain impartial and objective. Such complaints usually concern excessive noise, leaving rubbish in the common parts or parking in someone else's space.

Upon receiving a complaint which we consider serious we will write to the owner concerned asking that they should cease the actions giving rise to the complaint.

Please note that where properties are sub-let, the owner/leaseholder remains responsible for the actions of any sub-tenant.

If complaints continue we will consider further action and ultimately this may involve recourse to the Courts. In our experience the Courts are unwilling to intervene in trivial matters or matters which cannot be substantiated. It is therefore important that any resident making a complaint provides a proper file of evidence of the matters complained about. In the case of excessive noise keep an accurate diary record of the times such noise occurred; in other cases take photographs. Wherever possible get other residents to support the complaint and be prepared in the last resort to give evidence in Court.

Thankfully most complaints are resolved amicably. We will do our best to ensure that the covenants under the individual leases are complied with but from time to time we are hampered by lack of evidence.

Can Expenditure Be Controlled?

Leases do not usually set out any actual limits on expenditure. However, the Landlord and Tenant Act 1987 provides that Service Charge expenses must be reasonable and the Housing Act allows owners to challenge unreasonable costs.

Our aim is to provide an efficient service at an economical cost. We wish to work in friendly co-operation with individual owners and we want to consider your views. Equally, it is important that you understand what we are doing and the problems we face. In a block of 20 flats/houses there may be 20 different points of view and it becomes impossible for us to please everybody all of the time.

There are a number of ways in which Service Charge Expenditure can be kept under control:



Residents looking after their property & the block as a substantial proportion of repairs and maintenance can be avoided; for instance if there are residents who let their pets foul the common hallways, resulting in unnecessary clearing up or even carpet replacement, residents who store bicycles or even motorbikes in hallways resulting in dripping oil and damaged paintwork, and residents who park their cars on grass verges damaging flower beds etc. All these and many other common examples can be avoided with care and consideration.



When it becomes apparent that a repair is necessary, advise us promptly. A small repair which is left unattended can develop into something larger and more expensive.



Co-operate in providing access when required - We regularly have examples of a surveyor or builder arriving at a pre-arranged time only to find that the resident in question is not available. These abortive visits are chargeable, resulting in expenditure which could have been avoided.

Performance Assessments

From time to time we may send you a 'Customer Care Questionnaire'. This will ask you to rate the service being provided by regular contractors such as cleaners and gardeners. We should be grateful if you could complete the questionnaire and return it to us as quickly as possible. These questionnaires enable us to bring defects in performance to the attention of the contractor. If you have any complaints or criticisms please identify these on the questionnaire giving specific details of those matters you are unhappy about.



Tenant Management Companies

Where we have been appointed by a Tenant Management Company, we will normally provide a full company secretarial service. This will entail the production and filing of the Company Accounts and the Company's Annual Return. Where applicable, we will maintain the Company Share Register, and issue new shares to purchasers. We will also, if proposed by leaseholders, arrange and attend a Company's Annual General Meeting.



Understanding your legal rights & obligations

When purchasing your property the legal professional acting for you would have reported to you details of the lease that you signed and what obligations are on leaseholders; as well as details of the legal structure of the block. They are responsible for informing you of all this information so do speak to them for clarification if unsure.

Complaints Procedure

Stage 1

In the first instance you should raise your complaint with your Building Manager. They should then endeavour to resolve the issue, or at least identify a solution, within 10 working days. When raising such a complaint it is useful if in any written communication or e mail you use the word “complaint” in the subject area and when making the complaint by phone please identify that you are raising this 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 Building Manager, or is about your Building Manager, please either write or telephone our office where a Director will discuss what has gone wrong.

Stage 3

In the unlikely event that Stage 1.& 2. Do not resolve your issue (or your complaint is about a Regional Manager) please write to the Directors (this can be done by e-mail) explaining your complaint. It is very important that you mark the letter 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 to you within 10 business days. The Directors will then follow up the satisfactory resolution of the complaint. All Formal Complaints are logged and monitored by the Directors and reviewed at Board Meetings.

Stage 4

Horizon are a member of the Property Redress Scheme. If you are not satisfied with the outcome of our procedure, once you have followed it fully, you have the right to raise the issue with the Property Redress Scheme (www.theprs.co.uk) who will resolve the case.



Conclusion

We hope that this Management Guide has given you information on the management of your property. We know how important this is to our clients.

We always try to co-operate with individual owners and provide a good service at an economical cost. However, co-operation is a 'two-way street' and we can only do our job efficiently if we receive feedback from you. We actively encourage and are always happy to listen to any suggestions to improve the service we give.

Do visit our frequently asked questions page on our website which may answer further questions; <https://horizonmanagement.co.uk/faqs/>

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PROUD TO BE DIFFERENT

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