

# Leasehold Ownership

## Leasehold ownership

If your home is a flat or maisonette, it is part of a larger building which is divided up into individual units. There will usually be another property above, below or next to yours, but still within the same building.

Each property shares things such as the roof, the foundations and the entrance halls and stairs of the building, and these need to be maintained and repaired for the benefit of all the residents. Leasehold is the form of ownership that deals with this situation. Usually the freeholder is responsible for maintaining and repairing the building. The freeholder owns the land and buildings outright.

Leasehold ownership is in effect a long tenancy which gives the leaseholder the right to occupy and use the property for a fixed period of time. At the end of that period of time, the property returns to the freeholder.

## Leaseholder and landlord

Under the law, if you own an interest in land, but do not own the freehold of the land, you are known as a tenant. As a leaseholder of the council you are considered to be a tenant in legal terms, and this is why your lease uses this term.

In these factsheets we have used the more familiar term leaseholder instead of tenant. The council is your freeholder and we have used the term landlord in these factsheets.

There are a small number of properties where the council does not own the freehold of the building but has a lease instead. In these cases, the lease between you and the council is known as an 'underlease', but it works in a very similar way as if the council did own the freehold.

## Your rights and responsibilities

Your lease defines the extent of your flat and any private or individual garden you may have and it sets out your rights and responsibilities and those of the council as your landlord. What follows is a brief summary. For more information see the factsheet "A guide to your lease".

You are responsible in broad terms for looking after everything inside your home or that only relates to your home. This includes:

[www.islington.gov.uk](http://www.islington.gov.uk)



**ISLINGTON**

- inside walls (which are not part of the main structure of the building), and plasterwork, ceilings and floorboards or flooring (but not ceiling or floor joists);
- decorations inside your home;
- doors and doorframes,
- glass in windows, but not window frames;
- sanitary fixtures and fittings, such as toilets and sinks;
- tanks, pipes, plumbing, wiring, drains and so on which carry water, gas and electricity to your home only;
- central-heating and hot-water systems and radiators, unless these are part of a communal system
- your garden (if you have one).

## Charges

You are responsible for paying the charges due under your lease (this includes the ground rent and the service charges: see Factsheet “*Your Annual Service Charge.*”

There are other charges and services relating to your home which are outside your lease, but that you are responsible for. These include:

- contents insurance;
- gas, water and electricity charges;
- Council Tax;
- residents’ parking charges; and
- rent for a garage or parking space (if you rent it from us).

The lease also sets out various conditions you, your family, your visitors and anyone else who lives in your home must keep to. These are similar to the conditions in council tenants’ tenancy agreements and are there to make sure that you do not cause a nuisance to other people or damage the building.

Under the terms of your lease you agree:

- to keep your home in a good state of repair and condition;
- not to do anything, or allow anyone else in your household or your visitors to do anything, which might cause damage to property, be a nuisance to or disturb any of the other residents in your building, or any buildings in the area;
- not to alter the structure of your property or add anything to it unless you have our permission in writing first;
- to allow us into your home to carry out repairs to your home or other parts of the building (including your neighbours’ properties), if we give you 48 hours’ notice in writing (except in emergencies where we may not be able to give you notice);
- to allow us into your home to carry out repairs to your home which are your responsibility if you have failed to do them yourself;
- to be responsible for any overflow pipes and for the cost of any damage that may be caused by water overflowing;

## **What we are responsible for**

The council is responsible for the main structure and fabric of your building and/or estate and any communal areas.

- outside walls;
- inside walls which are part of the main structure of the building;
- roofs, foundations, timbers, joist beams, chimney stacks, gutters, and rainwater and soil pipes;
- window frames;
- lifts and door-entry systems;
- communal heating or hot-water systems

The council is also responsible for providing services to block and/or estate, including

- caretaking
- maintaining the grounds;
- lighting in the block (in entrance hall, stairways etc.) and on the estate
- maintaining roads and paths on the estate.