

# Who has responsibility for what

Under the terms of your lease each party will have responsibility for maintaining different parts of the building and providing services. These responsibilities will vary from one lease to another but will generally follow a similar pattern.

The landlord will often employ a managing agent to fulfil responsibilities on his behalf. Although many responsibilities lie with the landlord, the costs will usually be recoverable as a service charge (including the management fee payable to any managing agent). See “What costs will I have to pay”.

## The structure

The landlord will have responsibility for the structure of the building. This will include repairs, maintenance and insurance (see below) of not only the structure but also any plant and machinery (such as lifts and communal boilers). The landlord will also have responsibility for communal areas, such as car parks, gardens, leisure facilities, etc. The landlord will recover the costs incurred in carrying out his responsibilities, as service charges from the leaseholders.

## My flat

You will be responsible for keeping the inside of your flat and the fixtures and fittings in good repair. This is likely to include the floor boards, internal walls and the plaster of the ceiling and walls that divide your flat from your neighbour's. If you have a boiler, hot water cylinder, etc that serves only your flat, the upkeep of these will also be down to you. You may also be responsible for the maintenance of any balcony or external areas to which you have exclusive rights.

It will be your responsibility to insure the contents of your flat. This may include things such as the kitchen units, wooden floors, carpets etc. Your contents insurance policy should also include thirdparty liability which will protect you if, for instance, a water leak from your flat causes damage to the flat below. Ask the landlord or their managing agents for clarification of what the landlord's policy covers then you will know what you should insure.

You will be responsible for the wires and pipes that provide electricity, gas and other utilities to your flat. You will usually be responsible for the maintenance of these “service media” from the point where the supply splits from the communal service into your flat. The property may have a communal TV aerial, the upkeep of which will form part of the service charges but you will have responsibility for the cables etc that serve only your flat. You may be required to use the supplier of the system for any repairs – this will ensure that there is no interruption of service for others in the building.

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# Who has responsibility for what

## Windows and the front door to my flat

The responsibility for repairing and / or replacing the entrance door to your flat and the windows within your flat vary widely from lease to lease.

If the responsibility lies with your landlord, you will be required to contribute through the service charge to the cost of works to all windows and doors within the building.

If the responsibility lies with you, you will usually require your landlord's consent to any proposed works other than repairs. The landlord may impose restrictions on what you can and cannot do and will require that replacement doors and fittings meet all required fire safety standards. See "Carrying out alterations or improvements".

## Insurance

The lease will require the landlord to insure the structure, plant and machinery against certain standard perils. There are also legal requirements that the landlord must comply with such as public liability insurance and employers' liability insurance if there are any on-site staff, such as cleaners, caretakers, gardeners, etc.

The cost of insurance may be recovered by the managing agent or directly by the landlord. In either case, you can request a written summary of insurance cover which should be provided within 21 days.

In recent years it has become common for standard buildings' insurance policies to exclude certain risks such as terrorism. These risks are typically covered by additional policies for which your landlord may be able to recover the costs under the terms of your lease. If your block is not in a large urban area, you may feel that it is unreasonable for the landlord to insure against terrorism but ask yourself if you can afford to lose your home and whether the people of Lockerbie ever thought they would be the recipients of a major act of terrorism?

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