



BRAYBANK ESTATES LIMITED

Guidance for Residents and Landlord's Regulations

January 2015

Introduction

The Braybank community has lived in reasonable harmony for many years. This is because residents in general show consideration for the feelings and well-being of their neighbours, and generally comply with the terms of the Lease by which we are all bound, but also protected.

The Lease sets out certain requirements in the interests of 'quiet enjoyment'; in addition, Clause 10 states:

"THE Lessor may at any time ----- in the interests of good estate management impose such regulations regarding the Buildings and Curtilage as it may in its absolute discretion think fit -----"

Some 'regulations' have been 'unwritten', and others have been published from time to time under a covering letter from the Managing Agents, for example about alterations to houses and apartments and car parking.

This document is intended to present all guidance and Landlord's Regulations, up-to-date, in a single document. It addresses:

1. Braybank Reference Guide
2. Alterations to Properties
3. Pets
4. Car parking
5. Enjoyment of Gardens
6. Household Refuse/Recycling
7. Sub-letting
8. Electrical Appliances in Garages and Storerooms
9. Apartment Block Security
10. Gates

Note on Enforcement of Leases

For a Lease to be effective in protecting both Landlord and Tenant, it must be enforced. This means that contraventions will be drawn to the attention of the offending party, with a request to remedy the error; this will be initiated by the Managing Agents. If not remedied, and some kind of enforcement action is required, the costs of this action will be charged to the offending party. Note also that non-payment (or non-collection) of any enforcement costs incurs its own problems. A Shareholder who is indebted to Braybank Estates Limited is not entitled to vote at meetings. The charge remains against the property, and the Lease cannot be 'assigned' (i.e. in the event of its sale) until the debt is discharged.

1- Braybank Reference Guide

Braybank comprises 62 Dwellings - 14 Town Houses and 48 Flats, 6 flats to a block, 8 blocks in total, plus a Lodge for the Porter.

All dwellings are Leasehold and the Freehold is owned by Braybank Estates Limited (BEL) – a Company in which all Leaseholders hold one share. The Company is managed by a Board of up to seven Directors, all themselves Shareholders, who are elected at an Annual General Meeting. The Board is in place as a requirement of the Companies Act to carry out a legal and co-ordinating role on behalf of all Shareholders. The Directors at the time of publication are:

Richard Flisher (Chair and Treasurer)	Stuart Walsh
Gloria Kinghorn (Health and Safety)	Chris Lowe
Margit Walker	Mike Rawlings
Richard Severn	

Future changes will be posted on the Braybank website ***www.braybank.info***

The Porter is Michael Flanders who lives in the Lodge . He will assist you with any general questions in relation to the grounds and will direct you to the right point of contact for any query or concerns you may have.

Porter Telephone 07773 896017

Outside normal working hours (8.30am - 4.30pm), he should only be contacted in cases of **real emergency**.

Managing Agents are appointed to ensure the smooth day-to-day running of the Estate,

receiving policy guidance from the Board of Directors. They are John Mortimer Property Management Limited (JMPM).

Ian Johns is the Property Manager for Braybank and is our main contact.

Telephones:	Braybank Contact	01344 823653
	Reception	01344 823650
	Maintenance	01344 823655
	Out of Hours Emergency	07774 276366

2 - Regulations Concerning Alterations To Individual Houses And Flats

Residents are reminded that the houses and flats on Braybank are held on a leasehold tenure and therefore the occupation and use of all dwellings is strictly governed by the terms of the Lease. Whilst residents may hold shares in the company which holds the freehold interest of the Estate (Braybank Estates Limited), this does not entitle any leaseholder to assume the rights of the freeholder on an individual basis.

Under Clause 3.7 of the lease, residents are strictly prohibited from altering the internal planning of the individual house/flat and also residents are not allowed to cut maim or remove any of the party or other walls, bearing timbers or iron, steel or other supports.

Moreover, residents have no right whatsoever to carry out any alterations to parts of the building which fall outside the definition of the "demised premises" in Clause 2.1 of said lease. Therefore, residents must not carry out any works to, for example, the external face of windows and entrance doors, external walls and communal entrance halls, staircases and landings.

Notwithstanding these provisions, Braybank Estates Limited is prepared to consider applications from residents for the installation of minor alterations such as kitchen/bathroom refurbishment, central heating installations and the positioning of external flues. This also applies to any scheme for enhancing hall- and stairways with pictures, plants, etc. The application must be supported by sufficient detail, and Braybank Estates Limited reserves the right to approve or forbid the work. Anything mounted in the Common Areas becomes the property of Braybank Estates Limited.

No work may be carried out without the written approval of the Managing Agents, and this includes the installation of satellite dishes and TV antennae, for which standard guidance is available from the Managing Agents.

Under Clause 3.15 of the Lease, the resident is to pay all reasonable costs and expenses incurred by Braybank Estates Limited (including legal and surveyors' costs and fees) in granting any such consent.

Legal action may be taken in the event of any contravention of the Lease terms.

Due consideration must be given to your neighbours when instructing contractors. If there is likely to be considerable disruption or prolonged periods of noise, every effort should be made to give neighbours advance notice of the works.

Contractors must be instructed to comply with the following regulations:

1. No noisy work may begin before 9 am and all work on site, including cleaning up of communal areas, is to be completed by 6 pm, when contractors must vacate the Estate.
2. Building work must cease on Saturday at 12 midday, with an absolute prohibition on Sunday or Bank Holiday working.
3. No work-benches or power tools may be set up, nor work actually performed within communal areas, and this includes hallways, roads and gardens.
4. Prior to placing a skip for removal of debris, etc, the location must be agreed with the Porter or the Managing Agents. Skips should not be left for the duration of the works, and **under no circumstances over a week-end.**

All enquiries regarding alterations should be directed through the Managing Agents, John Mortimer Property Management (telephone 01344 823655).

3 - Pets

The Fourth Schedule of the Lease, paragraph 8, states *“No live animal reptile or bird shall be kept in the Said Premises without the consent in writing of the Lessor which consent may be revoked by the Lessor at any time if the animal reptile or bird becomes a nuisance or annoyance to the occupiers of any other flat or house within the Curtilage or if any conditions attached to such consent are not fully complied with”*

Consent will not be unreasonably withheld in the case of cats. They may roam free provided they cause no damage to plants, etc, but a litter tray is to be preferred. In the event of serious complaints, consent will be withdrawn.

Consent will not be granted for dogs to be kept permanently at Braybank. (Whilst the occasional dog may be a delight, if one were permitted, no other could be denied, and that could result in unacceptable numbers.)

There is currently no objection in principle to a dog being brought on occasional short visits, subject to certain conditions:

1. Consent must be requested and granted through JMPM.
2. When out in the grounds, it must be escorted by a responsible person, and on a lead.
3. All faeces must be picked up and disposed of in a plastic bag in the general waste bin.

In the event of serious complaints, and/or visits that are too frequent or too long, consent will be withdrawn.

All decisions about pets are at the discretion of the Landlord – Braybank Estates Limited, and are final.

4 - Car Parking

The number of cars wanting to park in all areas of Braybank is beginning to exceed the estate's capacity. To minimise problems, residents should comply with the following:

- 1 Residents with garages on the **West** side should take advantage of the extra space to park end-on to their own garage, rather than in the Circle.
- 2 Residents of apartments 23 through 52 **only** may park a car, and **only one**, in the road outside those properties. Any other car or cars must be parked in a garage, or in one of the other areas described below.
- 3 **Visitors**, in the evenings, at weekends and/or overnight, must also park in one of the other areas described below, unless the driver is disabled. Visitors **may not** leave a vehicle parked within the estate when going on holiday, except in a garage.
- 4 **Commercial vehicles** are permitted on the estate only for business purposes – deliveries, contractors working, etc. **Under no circumstances may they park here outside working hours.**

It is most important on the East side to park 2-3 feet (60-90cm) onto the footpath, leaving room for wheelchairs, etc, to get past. Cars parked in the kerb make it extremely difficult for garage users to turn into their garage. Also when another vehicle is parked outside the garages (see below) there has on occasions been insufficient room for a large emergency vehicle to get through.

Needless to say, you should occupy only a reasonable amount of space, i.e. not 10 feet from the nearest car, or in the middle of space sufficient for 2 cars.

Other areas

1. Visitor parking is indicated in the area opposite the entrance.
2. There are usually spaces available in the circle.
3. The space between the trees North of garage No 47 is available for short term parking, subject to the need for the Electricity Board to have access when required.
4. The tarmac in front of garages which are only used for storage is potentially available for parking a car. Clearly, on the East side, there must be at least two such garages adjacent to one-another to constitute a 'parking space'. There are other important criteria:
 - a. Sufficient space must be left for the garage door to be opened
 - b. The driver of the vehicle must remain contactable and available to move the vehicle at short notice if requested by the owner of the garage, or by the Porter,

- because of some obstruction (i.e., not just because the garage owner objects in principle!)
- c. Some space must be left beside the opening to allow the adjacent garage user to turn into and out of the garages.

Finally, when going on holiday, leave cars in your garage, in the circle, or in a visitor space. (And, as stated, don't invite your friends to leave their car at Braybank when going on holiday with (or even without!) you.)

Persistent offenders will receive a warning letter. If further action is required, costs may be incurred and added to the Leaseholder's account.

5 - Enjoyment of Gardens

The gardens of Braybank are beautiful, for the quiet enjoyment of all, and it costs a lot of money to maintain them. Bearing in mind that a high proportion of residents are not so young, this enjoyment can easily be marred by inappropriate activities, or behaviour. These areas are not to be treated as a playground.

Ball Games. Few people object to a toddler playing with a ball (with a grown-up), but games which can cause damage such as football, cricket and rounders are definitely prohibited.

Barbeques may only be lit in the barbeque area at the Eastern (downstream) end of the Hard. Anywhere else is liable to send smoke into someone's home. Barbeques must not be lit on balconies.

Bicycles, scooters, rollerblades, etc. must remain on paths – they can harm the lawns, especially when moist.

Entertaining. The gardens of Braybank are a fine venue for 'al fresco' dining and entertainment of guests. Gazebos are available free of charge, but must be booked in advance through the Porter to avoid potential clashes.

The terms of the Lease forbidding noise after 11pm are especially applicable, since the chosen spot is likely to be quite close to someone else's property, and their privacy and well-being are of paramount importance.

Frisbees need to be used with care – they could easily strike a window or someone on a balcony.

Trees. It is strictly forbidden to climb the trees, or damage them in any way. Some of them have a Tree Preservation Order, and the consequences of damage to them can be very serious.

Again, all this simply means that the gardens are there for your enjoyment, but don't mar the enjoyment of others.

6 - Household Refuse/Recycling

It is important to dispose of recyclable materials separately from other household rubbish. The local authority can and does decline to empty bins if they contain the wrong type of material. Plastic bags and polystyrene are not recyclable, so please do not dump recyclables in plastic bags.

Cardboard boxes should be flattened before disposal

'Wheelie bins' have been installed in a number of areas, but only for the benefit of less able residents. They must be left for the sole use of those unable to manage the large bins.

7 - Sub-letting

Clause 3.8 of the Lease prohibits 'under-letting' of less than the whole of a property, i.e., if you (the Leaseholder) sub-let a house or flat you **must** include the garage, and (in the case of a flat) the store-room.

All sub-tenants are bound by the terms of the Lease, and prior to sub-letting, an Agreement must be executed between the Leaseholder and Braybank Estates Limited (BEL) wherein the

Leaseholder accepts responsibility for ensuring that the sub-tenant complies with all the relevant terms of the Lease, and with the Landlord's Regulations. The Agreement is set up by the Managing Agents for a nominal charge.

Because of the parking problems encountered in certain areas of Braybank (see section 4) BEL requires the sub-lease to include an undertaking not to keep more than one car on Braybank roads.

The sub-tenant must be given a copy of this Guide, obtainable from the Managing Agents or the Porter.

8 - Electrical Appliances in Garages and Storerooms

All garages and storerooms belonging to apartments in Braybank are provided with electrical power sockets, and of course electric light. They are protected in groups by communal fuses, and consumption is paid for out of the Service Charge - i.e., by all Leaseholders.

The purpose of the sockets is clearly to permit modest use for power tools, battery chargers and the like. The installation of refrigerators and/or freezers, washing machines, tumble dryers, heaters, etc., is equally clearly an imposition on other Leaseholders, and cannot be ignored.

Where consumption in a group seems excessive (or in response to complaints from other Leaseholders), the Landlord may exercise his power under clause 3.12 to enter premises in order to check their condition. If appliances are discovered which in the Landlord's opinion are unreasonable, then steps may be taken, for example, to disconnect the supply to that garage or storeroom altogether, or to levy a charge based upon estimated consumption for such an appliance.

9 - Apartment Block Security

Keypads are mounted beside the front doors to apartment blocks, operated by a code which is normally changed at the start and end of British Summer Time. The code will be the same as that used to open the main gates to the Estate, and all Leaseholders and Residents are notified of the change

The keypads are timed to operate only from 6am to 6pm; at night entry is by key, or use of the intercom. For your own security and that of your neighbours, it is important to allow the doors to lock behind you. Please do not leave them unlocked for more than a few minutes at a time.

If carers require access outside normal hours, special arrangements can be made. Contact the Porter or the Managing Agents for details.

10 - Gates

All the gates can be opened by entering the current code at the adjacent keypads. The code is the same as for the apartment block doors.

The single pedestrian gate is operated solely by entering the code, both entering and leaving, day and night.

The main vehicular gates are programmed to open and close automatically during certain hours of the day. When closed, they can be opened from outside using the keypad on the East pillar (blue lighting). Where a telephone number has been registered, the keypad can also be used to contact a property by keying the property number followed by *CALL*.

The main gates can also be opened by means of a registered telephone, either in response to a call from the keypad, or by dialling the phone number of the gates - 07715 018139. **Any surcharges for calls to the gates from overseas numbers will be charged to the Leaseholder.**

Full details of gate operations are published separately.