

A sudden increase

Q A friend who owns an apartment has recently had a letter saying her annual service charge is going up by a third.

Is this normal? Or is it a ploy by developers to keep service charges low in order to attract buyers and then raise them once the block is filled?

The service charge hasn't been increased for the last five years.

A It suggests poor management, since the annual service charge should contain provision for wear and tear and future refurbishment so there should be no need for sudden increases.

Your friend should get hold of a copy of her lease agreement and check it carefully. It should

say clearly what she has to pay for and when. She is entitled to a full breakdown of the charges; the managing agent is entitled to add a small administration charge but is not allowed to make a profit. Your friend should find out whether this is a temporary or a permanent increase.

If there isn't already a residents' committee it would be a good idea to set one up.

Offers to buy

Q There are companies (or individuals posing as companies) which send unsolicited letters to council tenants through the post saying they are serious cash buyers interested in purchasing



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our homes. They say they are prepared to pay all our legal costs and fees and can exchange contracts within 24 hours. Do you have any advice about this?

A If you are still a council tenant the letter isn't aimed at you, but at people who have bought their homes from the council under the Right-to-Buy scheme.

They will have been able to buy their properties at a discount depending on how long they've been tenants, and as long as they don't sell within five years, are entitled to sell to

buyers from the private sector without having to repay any of the discount. Of course anyone who sells in this way will have to find somewhere else to live. Replying to unsolicited letters such as these wouldn't necessarily guarantee you the best possible price for your house.

Nothing in return

Q I have a joint mortgage with my partner but I'm not on the deeds to the property, so I was wondering what entitlement I would have if we were to split up?

A It's extremely unusual to be named on a mortgage without also owning a share in the property – mainly because the lender is unable to enforce the debt against you by repossessing your property. You should check this.

If you are not named as a joint owner then you would have to go to court to claim a share. This would be expensive and difficult: you would have to be able to show that you had made a major contribution to the purchase or the value of the property, or that you were promised a share. If you can't

persuade your partner to add your name to the title deeds the alternative is a cohabitation agreement setting out what you can expect from the relationship.

See a solicitor. Otherwise what you are paying is, in effect, nothing more than rent.

Fence defence

Q My neighbour has put barbed wire on the fence between our gardens; she claims the fence is her property. We want to know whether we're entitled to remove it?

A If the fence is on your neighbour's land you can do nothing about it.

If it's on your land you can remove the barbed wire but you should deposit it on your neighbour's land because it's her property. If the fence is on the boundary, so that half stands on your land and half stands on your neighbour's land, you can remove the barbed wire because in the case of a party fence changes can only be made by agreement.

Ascertaining whose land a fence stands on is easier said than done, but your title deeds

and the land certificate might give you a clue.

Not up to scratch

Q I bought some furniture which arrived scuffed and scratched, although it hadn't been damaged in transit.

I tried to complain to the store, but the firm has gone out of business. Since the furniture arrived direct from the manufacturer I wonder whether I'm entitled to take up my complaint with them?

They say they can't help.

A The manufacturers may have provided a warranty for the furniture, and if you bought the goods on credit you will have a possible claim against the finance company.

Otherwise I'm afraid you had a contract with the store, not the manufacturer, so the manufacturer is not responsible to you for the quality of the furniture.

You're unlikely to get any recompense from the receivers brought in to wind up the store, although recent changes to the law mean that unsecured creditors are no longer at the back of the queue.