



Saxon
Weald

Shared ownership



1. Introduction

Welcome to your shared ownership handbook. This short document is designed to give you:

- an introduction to Saxon Weald, your landlord;
- an explanation of your rent and service charges; and
- an outline of your rights and responsibilities as a shared owner.

Saxon Weald is a housing association and a not-for-profit company. Our service charges are kept as low as is compatible with providing a high-quality service.

Shared ownership properties are always sold leasehold. (However, if you buy a house and eventually own it outright by 'stair-casing' to 100% you will become the freeholder.) If you want to find out more about your rights and responsibilities as a leaseholder we suggest you visit the Communities and Local Government website, where you will be able to download, or order, a comprehensive guide to your legal position: www.communities.gov.uk or visit the Leasehold Advisory Service at www.lease-advice.org

To find out more about Saxon Weald you can visit our website: www.saxonweald.com

You will also receive our newsletter, Spotlight, which is published four times a year.

About Saxon Weald

Saxon Weald owns and manages more than 6,000 homes in East Sussex, West Sussex and Hampshire.

Saxon Weald is governed by its Board, supported and advised by the Chief Executive and professional staff.

The Board is made up of people committed to the provision of social housing. It includes Saxon Weald's Chief Executive and Finance Director. You can find out who is on our Board by visiting www.saxonweald.com/aboutus/board

2. Your lease

Your lease is a legal contract between you, as the shared owner of your house or flat, and Saxon Weald, your landlord. The lease gives you a long-term interest in your home but we will always own the freehold of your apartment or flat. This applies even if you 'staircase' (i.e. buy a greater share/s) to own 100% of the property and cease to pay us rent. If you were the first to live in your home after it was built, your name will be on the lease, which will generally be 125 years long.

If you staircase to own 100% of your house you will become the freeholder and we will cease to have any interest in the property, although you may still have to pay an estate maintenance charge levied by us for the upkeep of communal land. (See below for more information on service charges.)

Your solicitor should have explained the terms of your lease and the rights and responsibilities you have taken on. It is important that you understand the terms of your lease. You should seek legal advice if there is something you do not understand. Keep your copy of the lease in a safe place.

If you do not have a copy of your lease, you can obtain one from your mortgage lender, solicitor or from Saxon Weald. There will be a charge for this service. Contact us to find out how much it will cost to supply a copy.

If you bought the property from someone else then your solicitor will have informed Saxon Weald by sending a Notice of Assignment confirming that you have purchased the lease for the remainder of the term. Please note that the name of the original owner(s) will remain on the lease itself.

3. Rights and responsibilities

Both you as the shared owner, and Saxon Weald as the freeholder, have rights, responsibilities and duties. Some are enshrined in law; others are in your lease.

Your right to occupy

You have the right to occupy your home as long as you comply with the terms of your lease.

We cannot intrude on your home unless:

- we need to get in to inspect or repair your flat block, or a neighbouring property, and we have given you written notice requesting access. (In an emergency we are not required to give you notice.); or
- you have broken the terms of your lease and we have a court order.

You are expected to live in your property and this should be your only home. Your lease does not allow you to part with the property except through an approved assignment. This means that you cannot sublet the property to someone else, unless you own 100% of your home. If your circumstances change and you can no longer live in the property you should get in touch with Saxon Weald to discuss your options.

Re-mortgaging

If you ever want to re-mortgage your property you must ask Saxon Weald's permission, unless you have bought a 100% share in the property. We would not refuse your request without good reason but we will need to check if you can afford the new repayments and we may require a formal valuation to be carried out before agreeing to the re-mortgage.

Please note that we would never approve a mortgage that is greater than the value of the share you hold in the property.

Leaving your home to someone else

Because you own a share in your home you can pass that on to someone else when you die. The best way to ensure that this happens is by making a will. We recommend that you seek legal advice to ensure that your wishes are carried out. After your death the executors of your will would need to contact us to check that the beneficiary is eligible to live in the property, or if it would have to be sold.

Relationship breakdown

If you own your home jointly with your partner, and your relationship breaks down, Saxon Weald will not play a part in deciding who should live in the property. If you cannot reach an agreement between you then it may have to be resolved in court. You should get legal advice if this happens. We will need to agree any changes to the leaseholders' names and instruct our solicitor to change the lease. A charge will be payable for this.

Working from home

Your lease states that you can only use your home as a private dwelling for you and your family. If you want to work from home you must ask our permission and we will grant permission for certain types of work. Anything that would disturb your neighbours will not be permitted.

Be a good neighbour

Please be considerate of your neighbours. Noise is the biggest cause of neighbour disputes. Please discuss any noise issues with your neighbours before you speak to us, as they may be unaware that they are causing a disturbance.

Harassment and violence

It is a condition of your lease that you, or anyone living with you or visiting you, will not cause, commit or threaten any form of harassment, nuisance or other antisocial behaviour. All our tenants, leaseholders and shared owners are bound by the same condition.

We will take prompt action against any tenant or leaseholder (including shared owners) behaving antisocially. In the most extreme cases this can lead to the eviction of the former and the forfeiture of the lease for the latter.

Neighbourhood rules

If you have bought your home from new, the estate developer may have imposed some restrictions to protect the area. For example, there may be restrictions on parking, or prohibiting commercial vehicles. Your solicitor should have advised you of any restrictions that apply to your estate and it is important that you understand and comply with those constraints.

4. Rent and service charges

Your rent

The rent is the amount you need to pay on the share of your home that remains in our ownership. If you buy a 40% share of your home we will charge rent on the remaining 60%. The amount of rent you pay is based on the value of the unsold share of your home when you bought it. You will find information about your rent, and future rent rises, in your lease.

Most of the rent you pay goes towards financing the cost of building or acquiring the property (we have borrowed the money it cost to provide your home and need to pay this sum back to our lenders). A small amount of rent is spent on our management service, which covers our administration, advice and information costs.

Service charge

In addition to your rent you will pay a service charge. This covers the cost of our services, including the buildings insurance for your home. The charge also pays for grounds maintenance and, if you live in a flat, covers a proportion of the cost of maintaining any internal communal area.

More information on what you pay for in your service charge can be found in a separate leaflet. Please ask for a copy if you do not have one.

Paying your rent and service charge

Please pay both your rent and service charge by direct debit if possible. Call our Finance team on 01403 226000 or email finance@saxonweald.com to set this up or to arrange a different way to pay.

Non-payment of rent or service charge is a very serious matter and could lead to you losing your home. If you get into financial difficulties and cannot pay, please contact us immediately.

If you fall behind with your payments, we may contact your lender to advise them of the situation. They may clear the arrears on your behalf and add the debt to your mortgage.

However they may also decide to take action to repossess your home, particularly if there are also arrears on the mortgage payments.

Forfeiture

Even if the mortgage lender doesn't take action we can still apply to the court for a possession order and money judgement if you fail to keep up rent payments. This could lead to you losing your home.

Claiming housing benefit

If you lose your job, or your income reduces, you may be eligible to claim housing benefit towards the rent. You should contact your local authority straight away to make a claim as payments cannot usually be backdated. Please remember that neither Saxon Weald nor your lender would wish you to lose your home. If you are getting into debt you must contact us immediately.

5. Repairs and improvements

Property maintenance

Shared ownership houses

You are responsible for all the maintenance to your home.

This includes:

- servicing, repair and replacement of gas boilers and heat pumps;
- repair or renewal of windows and doors, gutters, drains and fencing;
- exterior maintenance, including painting the windows and doors regularly and keeping any external render in good repair;
- roof repairs and replacement; and
- the electrical supply.

Shared ownership apartments

If you buy a shared ownership apartment then, as a leaseholder, you are responsible for all repairs, maintenance and decoration inside your home.

As your landlord, Saxon Weald will always be responsible for undertaking all repairs and maintenance to the structure of the block, sheds and stores; and services, to the point where they enter your home. This will be the case even if you eventually own 100% of your home.

Saxon Weald's maintenance responsibilities include:

- carrying out a five year internal/external painting programme;
- replacing rainwater goods, soffits and fasciae;
- decorating your front door and window frames;
- maintaining communal gardens and pathways;
- maintaining aerials and door entry systems.

The cost of the work undertaken on your behalf, in accordance with your lease, is shared between all residents in your building. If there are tenants in your building Saxon Weald meets their share of the cost.

Repairs

Saxon Weald will take responsibility for repairs to the communal areas and services outlined above.

HomeFix

Saxon Weald employs HomeFix, an in-house team, to maintain our properties. All members of HomeFix staff wear a uniform and carry identification.

Reporting a communal repair

Please call our HomeFix team on 01403 226000.

Emergency communal repairs

These are treated as a priority and will be attended as soon as an operative becomes available.

Emergency repairs include:

- a broken external window frame, glass, door or lock in communal areas;
- a burst water pipe or failure of the water supply (if not the job of the water company) to the point where it enters your home;
- electricity supply failure (if not the job of the electricity supply company) to the point where it enters your home;
- failure of any communal heating or hot water system.

Standard repairs

Standard repairs include leaking gutters or missing roof tiles. How quickly we can attend will depend on levels of demand at the time.

Planned maintenance

This is work that we need to do in order to keep homes, buildings and estates in good condition. It may be work that is carried out as a one-off job, annually, or as identified in our planned works programme. It includes external painting, replacement or maintenance of parts of a building that wear out (e.g. windows).

These repair bills are usually dealt with on your annual service charge bill. However, where your contribution towards this work is likely to exceed £250 we will consult you before carrying out the work.

Some shared owners contribute to a sinking fund (a way of saving for costly repairs) in their service charge. Your annual statement of account will show if there is a sinking fund set up for your building.

Rechargeable repairs or maintenance

If we have to make a repair because of damage caused by you, a member of your family or a visitor to your home, we will charge you for the whole cost of the work. This also applies if we have to remove rubbish created by you – including that left in a roof space or on fire escapes.

Grounds maintenance and communal gardens

Saxon Weald employs a grounds maintenance contractor to look after communal gardens and open spaces. Please speak to our Neighbourhood Services team if you have any concerns about the upkeep of these areas.

All shared ownership leaseholders

Private gardens

If you have a garden you are responsible for keeping it tidy. You are also responsible for your boundary fence – please look at your lease to find out which panels are yours.

Defects

If you bought your home from new, for the first 12 months it will be within the defects period. This means that if any urgent repairs are necessary the builders will come back and carry them out at no cost to you. This does not apply to accidental damage caused by you or your family. This will be your responsibility to repair. At the end of the defects period we will arrange to visit your home with the builder and list any outstanding defects such as shrinkage cracks, which are common on new-build properties. These repairs will then be carried out and, when you and Saxon Weald are satisfied that all the outstanding issues have been sorted out, the property will be signed off and the builder will have no further responsibility.

Latent defects

On rare occasions, after the end of the defects period, a defect may arise that is clearly a fault in the building. This is a latent defect. Example of such defects would be the failure of a central heating boiler or double glazing within the guarantee period. If this happens in your property it is your responsibility to take it up with the builders, although we will support you if necessary.

All new build properties carry a 10-year buildings guarantee, which covers major structural faults. You yourself should contact the builder if you have any problems within this period, although we will support you if necessary.

Improvements

As an owner occupier you have the right to carry out improvements within your home provided that you have gained written permission from us. We would not refuse permission unreasonably. We will charge an administration fee for considering requests to carry out alterations or improvements. We will also make a charge if we are required to carry out an inspection.

If you live in a house, the improvements you could make include the replacement of windows and doors, kitchens and bathrooms, and building conservatories and extensions. If you live

in a flat or apartment there are restrictions on improvements that would affect the integrity of the block so, for example, you would need to replace your front door with one that fulfils the same safety standards as the existing one.

To gain permission you need to provide us with details of:

- the improvement to be carried out;
- how the improvement will be done (materials and standard);
- who will carry out the work and their level of indemnity insurance.

All our requirements for the works will be included in our letter of consent. You will be asked to sign and return one copy of this agreement. You should keep another copy of this with your lease, so that subsequent owners can prove that you were granted consent for the work.

You must tell us if you plan to replace or upgrade the heating or electrical systems in your home and use an installer who is registered under Part P (Electrical Safety) of the Building Regulations for electrical work, or the Gas Safe Register for gas work. Keep the certificate of competence issued when the work is finished as you will need it if you sell your home.

Satellite dishes

If you have bought your home from new the estate developer may have imposed some restrictions to protect the area, for instance there may be restrictions on where you can put up satellite dishes, fences, sheds, etc. Your solicitor should have advised you of any restrictions that apply to your estate and it is important that you understand, and comply with those constraints obtaining the developer's consent in addition to Saxon Weald's if necessary. Apartment blocks will already have a digital system installed.

Value of improvements

Only you will benefit financially if you carry out any home improvement with the permission of Saxon Weald. At the time of the valuation we will instruct the valuer to give two prices – with and without the improvement. We would only calculate our profit on the basis of the unimproved valuation.

Please note that when you carry out improvements to your home the value of the property might not increase by the amount of money you have spent. This is particularly the case for kitchens and bathrooms.

6. Staircasing: increasing your share

Most of our leases allow you to staircase to 100% - so you can own your house or flat outright. However, homes built in rural areas and sold through shared ownership often have a cap on the amount you can buy – usually 80%. This is to prevent people staircasing to 100% and selling it on to people without a local connection, depriving the area of an affordable home.

If you want to staircase you need to contact us to arrange an independent valuation so we can tell you how much increasing your share will cost. You must pay for this valuation in advance. You are advised to increase your share in substantial amounts, as each time you staircase it will cost you a significant sum in legal, mortgage and arrangement fees.

7. Selling your home: assigning your lease

If you own less than 100% of your home and you want to sell up and move on (assign your lease), you need to get your property valued by a Royal Institute of Chartered Surveyors (RICS) member and pay the surveyor's fee. You will need to supply us with a copy of the report.

Please note: you must use a RICS qualified surveyor. The price of your share will be a percentage of the full market value. Your valuation is valid for a time set out in your lease. It is normally three months from the date on the report. After this, you can get an updated report if you need to but an additional fee will apply.

When the valuations is received, it is binding in that you cannot sell your share in the property for more than the valuation states, so you need this information before making your final decision to sell. If, however, you are not able to find a buyer at the valuation price it may be possible for you to sell for less than the valuation. Please remember that the value of your home go can down as well as up, as the housing market can fall as well as rise.

When you want to sell you may find that an estate agent quotes a higher value for the property. However, estate agents do not generally provide RICS assured valuations but simply a market estimate of value, which may not take account of the shared ownership aspect of the sale.

In most leases Saxon Weald has the opportunity to help you find a buyer for your home. The lease normally allows us eight to 12 weeks to do this. It is important that you keep this in mind as it may affect the timescale for purchasing another property.

We have access to a list held by the Help to Buy agent in your area containing the details of people who are already registered and approved for shared ownership purchase. This enables us to find potential buyers in a way estate agents cannot. The advantage of us finding a buyer for you is that you do not have to pay estate agent fees. There is, however, an administration charge, which is detailed in your lease.

Please note that we can only introduce you to potential buyers: we do not act as estate agents. Although we will put photographs and a description of your property up on our website, and the Help to Buy website, we do not prepare other sale particulars and we will not contact solicitors to progress the sale – you will have to do this.

If we are unable to find a buyer you are free to market the property yourself, which will usually be through an estate agent. Your estate agent must market your property at the price set by the valuation and take account of any restrictions relating to it – for example, in most rural areas buyers must have a local connection. We also have to formally approve your purchaser, which includes interviewing them to establish that they can afford to buy the property.

If you need to move urgently we will not object to you marketing the property yourself at the same time as us. However, this means you may incur additional fees.

Once you have an approved buyer, your respective solicitors will make all the legal arrangements to assign your share.

We can provide an information pack which contains details of the following:

- Landlord/managing agent
- Notices of assignment/charge
- Property rent
- Service charges – current and previous three years
- Repairs
- Buildings insurance
- Additional regulations
- Other relevant information

(There will be a charge for this pack.)

Not every lease contains a clause giving us the right to nominate a purchaser, so please check your lease if you decide you want to sell.

8. Buildings insurance

The cost of buildings insurance is included in your service charge. We will insure the property for the full reinstatement value under a comprehensive policy. On request we can provide you with a certificate from the insurers. This means that you do not have to arrange your own buildings insurance.

If you need to make a claim for damage to the building we will provide you with a claim form and advise you where to send it. We will not take any other part in the claims process, or the resolution of the claim, unless rented property is directly affected or we have a public liability responsibility. There may be an excess to pay, which varies from year to year. We regularly review the buildings insurance policy to make sure we get the best value for both the association and our shared owners.

Home contents insurance

We do not insure the contents of your home and we strongly recommend that you take out adequate insurance to protect your belongings.

The National Housing Federation, which represents housing associations at national level, has an insurance service that offers discounted rates to tenants and shared owners. For more information, visit www.housing.org.uk

9. Saxon Weald's service to you

Administration

Our management service to you includes:

- a dedicated member of staff dealing with all leasehold and shared ownership issues;
- information on selling your share in your home and administering the process (fee payable for the latter);
- information on buying further shares in your home and administering the process (fee payable for the latter);
- advice on what you should do if you can't pay your rent and/or services charges on time;
- information on service charge payments and what they cover;
- dealing with requests to alter/improve your property.

Getting involved

Saxon Weald has an active group of resident volunteers who play an important role in the running of the housing association. As a shared owner you are invited to get involved, contributing to our policy making on areas such as finance and neighbourhood services. Please visit www.saxonweald.com for more details.

Customer service and complaints

We aim to give an excellent customer service to our customers. However, from time-to-time things do go wrong and when that happens we want to put things right as quickly as possible.

If you are not satisfied by the way we dealt with your problem we have a formal complaints procedure to ensure that your grievance is dealt with fairly. Find out more about our complaints policy by visiting our website: www.saxonweald.com or call us at our head office to ask for a leaflet on making a complaint.

10. Useful contacts

Utilities

To find out your:

Gas supplier - 0870 608 1524

Electric supplier - 0845 601 5467

Southern Water

Automated helpline - 0845 270 1508

Billing / account enquiries - 0845 272 0845

www.southernwater.co.uk

TV licence

0300 790 6131

www.tvlicensing.co.uk

Benefits

Child benefit - 0300 200 3100

www.hmrc.gov.uk/childbenefit

Pension credit - 0800 99 1234

www.gov.uk/pension-credit

Tax credits - 0345 300 3900

www.hmrc.gov.uk/taxcredits

Disability living allowance - 0845 712 3456

Attendance allowance - 0345 605 6055

www.gov.uk/disability-benefits-helpline

Advice

National debt line - 0808 808 4000

www.nationaldebtline.org

Citizens Advice Bureau - 0844 477 1171

www.citizensadvice.org.uk

Age UK - 0800 169 6565

www.ageuk.org.uk

Thank you for taking the time to read this information. We hope that you will find it useful and will retain it for future reference.

We are happy to assist with any enquiries.

Head Office

Saxon Weald House
38-42 Worthing Road, Horsham
West Sussex RH12 1DT
Tel: 01403 226000

email: info@saxonweald.com
www.saxonweald.com

Registered Charity No. 1114158.



Saxon
Weald

Follow us:

 www.facebook.com/saxonweald

 www.twitter.com/SaxonWeald

