



# SHARED OWNERSHIP HANDBOOK



# Contents

Equalities for All .....	Page 3
Data Protection .....	Page 4
Contacting East Suffolk Council .....	Page 5
Emergencies .....	Page 6
Identifying Staff .....	Page 7
<b>1. INTRODUCTION TO SHARED OWNERSHIP</b>	
1.1 About this guide .....	Page 8
1.2 How does shared ownership work? .....	Page 8
1.3 Frequently asked questions .....	Page 8
<b>2. HOUSING COSTS</b>	
2.1 Rent .....	Page 10
2.2 Rent arrears .....	Page 10
2.3 Service charges .....	Page 11
2.4 Other costs .....	Page 11
2.5 Home contents insurance .....	Page 11
<b>3. YOUR LEASE</b>	
3.1 Your lease .....	Page 13
3.2 Staircasing .....	Page 14
3.3 Selling your property / Lease assignment .....	Page 15
3.4 Succession / Transfer .....	Page 16
3.5 Lease forfeiture .....	Page 16
<b>4. REPAIRS AND MAINTENANCE</b>	
4.1 Repairs and maintenance .....	Page 17
4.2 Permissions required .....	Page 18
4.3 Out of hours emergencies .....	Page 18
4.4 Gas safety .....	Page 18
<b>5. YOU AND YOUR NEIGHBORS</b>	
5.1 Being a good neighbor .....	Page 19
5.2 Domestic violence .....	Page 20
<b>6. COMPLIMENTS, COMMENTS, COMPLAINTS</b>	
6.1 Compliments, comments & complaints .....	Page 21

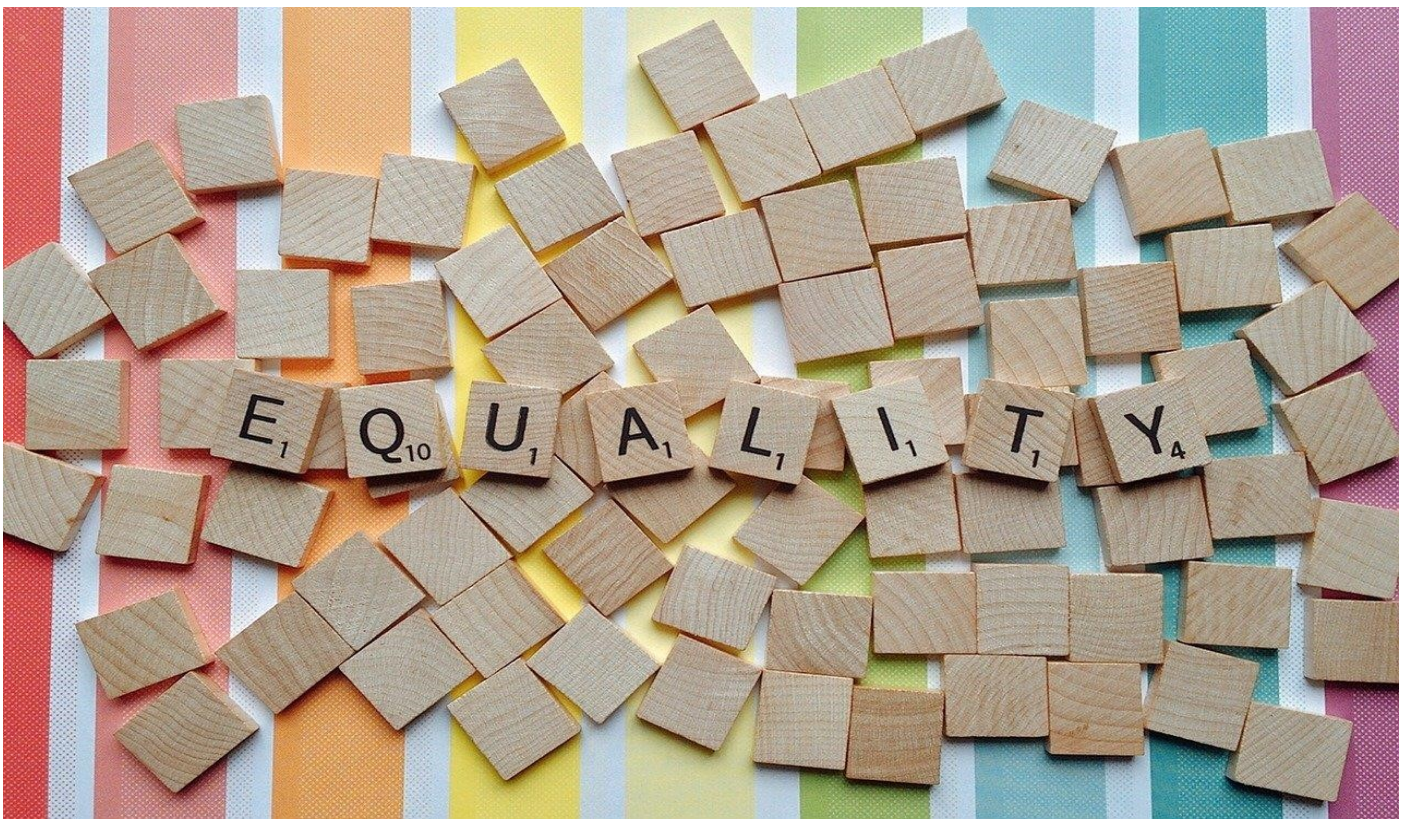
# Equalities for All

East Suffolk Council is committed to equality of opportunity and valuing diversity in both the provision of services and in its role as a major employer.

We believe that everyone has the right to be treated with dignity and respect.

We are committed to the elimination of unfair and unlawful discrimination in all our policies, procedures and practices.

We are determined to ensure that no member of the public receives less favourable treatment on the grounds of their age, child care or other caring responsibilities, disability, gender, HIV status, language, marital status, race, religion, sexuality, membership or non-membership of a trade union, or by any requirement which cannot be shown to be justified.



# Data Protection

## Your Right to Privacy and Confidentiality

We collect and hold a range of ‘personal information’ about our tenants, residents and other service users. This is necessary for us to carry out our everyday business and provide high quality services. There are strict laws however, regarding how we collect, store and use such information. In particular, the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 requires us to ensure information is:

- Fairly and lawfully collected and processed
- Only used for limited, clear and well explained purposes
- Adequate and relevant to our needs and not excessive in detail
- Accurate and up to date
- Not kept longer than necessary
- Processed in accordance with your rights
- Securely stored

Importantly, this means:

- Wherever we ask you for information we will tell you why we need it.
- We will only share information about you with other organisations provided we have a valid, legal reason for doing so. This might include for example, where the other organisation is providing a service directly to you on our behalf. We will normally have told you about this in advance.
- We will sometimes ask you to confirm the information we hold about you is accurate and up to date. You should tell us whenever any of your personal details change.
- Where we ask you to provide “sensitive personal information” – for example, about your racial background or health – we will ask you to specifically confirm you are happy to provide this.
- We will not pass your information to companies that are involved in any form of marketing activity or to others who cannot demonstrate a reasonable and valid need to obtain it.

The Data Protection Act gives you some specific rights. This includes a right to ask us for a copy of information we hold about you. We may charge a fee for providing this information. You also have a right to ask us to change, block, erase or destroy any inaccurate information we hold about you.

We are happy to provide further details about how we handle your information – and your rights in relation to this – on request.

# Contacting East Suffolk Council

You can contact us in a number of ways including email, via the council's website, by phone, post or at our Customer Service Centre.

## By Email



For housing management issues - [housing@eastsuffolk.gov.uk](mailto:housing@eastsuffolk.gov.uk)

For repair claims - [sharedownershiprepairs@eastsuffolk.gov.uk](mailto:sharedownershiprepairs@eastsuffolk.gov.uk)

For repair issues - [csrepairs@eastsuffolk.gov.uk](mailto:csrepairs@eastsuffolk.gov.uk)

For staircasing - [housing.ownership@eastsuffolk.gov.uk](mailto:housing.ownership@eastsuffolk.gov.uk)



## Website

[www.eastsuffolk.gov.uk/contact-us/](http://www.eastsuffolk.gov.uk/contact-us/)



## By Phone

Phone 0333 016 2000



## By Post

Housing Services, East Suffolk Council, Riverside.

4 Canning Road, Lowestoft, Suffolk, NR33 0EQ

## Social Media Accounts



[facebook.com/eastsuffolkcouncil](https://facebook.com/eastsuffolkcouncil)



[twitter.com/EastSuffolk](https://twitter.com/EastSuffolk)

# Emergencies

In case of an emergency please contact one of the following numbers

<b>Gas Leaks</b>	CADENT 0800 111 999
<b>Power Cuts</b>	Dial 105
<b>Anglian Water</b>	0800 771 881
<b>Essex &amp; Suffolk Water</b>	0345 7820 999



## For emergency property repairs telephone:

During office hours:	0333 016 20000
Outside of office hours:	0800 440 2516

We will only attend out of hours if it is a true emergency and will work on the basis of 'making safe', returning the next day to complete the repair.

You can also use these numbers for emergencies within your property but please be aware that we will work on a 'make safe' basis and you will be charged for the call out, labour and parts with your next set of service charges. It will be your responsibility to arrange for any follow up work required following our 'make safe' visit.

# Identifying Staff

East Suffolk staff will always carry official identification. If someone says they work for us or are calling on our behalf, they will be able to show you their identity card.

If you are in any doubt call the Council on 0333 016 2000

- **Never** let anyone into your home without looking at his or her identity card.
- If you are not sure, take the card and ring the organisation to confirm the caller is who they say they are.
- **Never** let a doorstep caller into your home if you are alone. Tell them you are busy and they should call back at a more convenient time, preferably when you have someone with you.



# Introduction to Shared Ownership

## 1.1 About this guide

This is your Shared Ownership Handbook. It is issued to everyone who purchases a shared ownership property with East Suffolk Council, and is intended to provide general advice and guidance and to help answer any questions you may have about shared ownership. Whilst we hope it is helpful for you, it is not a legal document and the actual terms and conditions of your occupancy are set out in your Lease Agreement.

## 1.2 How does shared ownership work?

Under a shared ownership lease, the Leaseholder buys a 'share' of the property and pays rent on the remaining share of the property (which remains in the ownership of the Landlord).

The Leaseholder can buy further shares in the property (up to the Maximum Percentage in Protected Areas) at the market value of those shares at the time of purchase. Buying further shares is referred to as 'staircasing'. Normally, when the Leaseholder owns 100%, they can acquire the freehold in the property for no charge, but that does not apply to properties in Protected Areas.

As the Leaseholder buys further shares, the rent will be reduced proportionately to reflect the fact that the Landlord's interest in the property has reduced.

## 1.3 Frequently asked questions

### **As a Shared Owner who is legally responsible for the property?**

You are the owner occupier and as such fully responsible for the property as defined in the lease.

### **As the legal owner why do I need to pay you a service charge?**

Not all Shared Owners pay a service charge but if you do it is to cover the upkeep of certain communal areas and facilities.

### **What about insurance?**

We insure the cost of rebuilding your home, but you are responsible for insuring your possessions, including carpets, curtains, and flooring. Most insurance companies will give you a free quote, or we can send you details of a low-cost contents insurance scheme we have negotiated for East Suffolk Council tenants and shared ownership leaseholders.



### **Do you keep a spare set of keys?**

We do not keep a spare set of keys. If you lose them it is your responsibility to replace them and pay for any lock changes.

### **Who is responsible for internal repairs and maintenance?**

You have full responsibility for all internal repairs and maintenance to your home. You are also obliged to keep your home in a good state of repair and decoration.

Properties brought after 2021 may include an initial repair period in the lease. An initial repair period usually lasts for 10 years and only applies if you own less than a 100% share of your home. During this period you can also claim up to £500 a year from the landlord to cover repairing, replacing (if faulty) and maintaining fixtures and fittings that supply water, gas or electric to your home.

### **What if I want to make amendments or improvements?**

You must obtain our written permission prior to carrying out any changes.

### **When can I buy another share?**

You can usually buy another share after you have owned the property for a year. If you bought the property from an existing Shared Owner and not from us you can usually buy further shares after the first three months. This is known as staircasing.

### **How much will it cost me?**

Each share you buy will be at the current market value. There will also be a charge for the valuation and your solicitor's fees.

### **What if I have made improvements to the property?**

Any increase in value due to the improvements will not be taken into account for the purposes of staircasing. The actual cost of the improvements however will not necessarily equate to the increase in value. The increase in value will be determined by the valuer.

### **Can I buy the property outright?**

You can buy most of our properties outright although in some rural schemes ownership is limited to 70 or 80 per cent. You will be advised of the limit on each property when you are first given the details.

### **When can I sell the property?**

You can sell your share at any time, but you must let us know in writing that you intend to do so. We have a resale procedure that must be followed and we will need to confirm the new purchaser is eligible for shared ownership.

### **What happens if I get divorced or separate from my partner?**

If you have a joint lease you must inform us and agree with your mortgage lender which partner is to take over the property. If you cannot agree, a court will make a ruling on who should stay or order the property to be sold.



## 2.1 Rent

Your rent is due monthly in advance and should be paid by direct debit. Your housing officer will help set this up with you before you take possession.

## 2.2 Rent Arrears

We take rent arrears very seriously, but if you are having problems paying your rent please do not be afraid to approach us as soon as possible. The longer you leave it, the worse the situation will get.

We will offer you support and try to reach a repayment agreement so that you can catch up with your payments. We can also put you in touch with other agencies that can help you.

## 2.3 Service Charges

Depending on the type of property you have there may be other costs and charges payable. These can include:

- Buildings insurance premiums
- Sinking funds
- Repairs and maintenance
- Grounds maintenance
- Caretaker or communal cleaning
- Communal utilities
- Ground rent

If payable, these will be detailed in your lease agreement and should be explained to you by your solicitor when you purchase your first portion of your home.

Some of these may be payable monthly and others annually. Your Leasehold & Service Charge Officer will be able to explain these to you if you need any further information.

## 2.4 Other costs

### **Mortgage or loan:**

You make repayments directly to the bank or building society for any loan you took out to purchase your share of the property.

### **Council tax:**

This is a local tax on all domestic properties. You pay this direct to the Council to help fund local services such as schools, libraries, refuse collections, etc.

## 2.5 Home Contents Insurance

### **Contents insurance:**

It is a good idea to take out home contents insurance to cover your possessions against fire, theft and other risks, such as accidental damage. If something happens to destroy or damage your possessions, it can cost a lot of money to replace them items, some of which may be essential.

Home contents insurance covers you against loss, theft or damage to your personal and home possessions. It can also cover you if you take items out of the home, on holiday, for example.

The insurance covers your own possessions and those of close family members living with you. You don't have to take out home contents insurance. However, it's a good idea to do so because if any of your contents are lost, stolen or damaged you will have to pay to replace them.

Your policy should cover damage caused by fire, flooding, storms and theft. You may have to pay extra to cover accidental loss or damage to your possessions. This may be worth considering if you have children or pets. However, check what's included.

You will also have to pay extra to cover possessions that you take out of the home, for example, cameras or jewellery, or to cover a particularly valuable item. Your policy may not cover the contents of a freezer or a mobile phone and there may be an upper limit for a single item.

Most policies carry an excess. This means that you won't be covered for the first few pounds of a claim. A typical excess may be between £50 and £100.

East Suffolk Council has negotiated special terms for our tenants and shared ownership leaseholders with a major UK insurance company. There is no excess payable on policy claims and premiums can be paid weekly, monthly or annually. Ask your housing officer if you would like more details.



## 3.1 Your Lease

Your lease is a legally binding contract between yourself and us. By signing it both parties agree to abide by its terms and conditions. Your lease will tell you both your rights and responsibilities and ours. It is very detailed and contains many legal terms and expressions so to simplify matters its main points are outlined below:

You agree:

- To pay the rent at the time and in the way specified
- To keep your home in a good state of repair
- To not carry out any alterations or additions (except usual decoration) to your home without our prior written permission
- To not sell your home without our prior written permission
- To allow us with prior notice to inspect the condition your home
- To use your home as a private dwelling only
- To not do anything which may adversely affect our buildings insurance policy

We agree:

- To allow you to occupy your home without interference unless you are in breach of the terms and conditions of the lease
- To insure the building (but not its contents)
- To not sell our interest in your home without your consent

**Please note that there are more clauses in the lease and you should get your solicitor or legal representative to check it with you if you are not sure about anything.**

You must be consulted about any changes that we want to make to your lease. Generally, no changes can be made without your permission. You have the right to stay in your home until the end of your lease providing you keep to the conditions set out in it and pay all the charges due.

### **Subletting and Lodgers**

We will not permit subletting of a Shared Ownership lease under any circumstances on the grounds that this:

- Would affect the terms and conditions on which the mortgage has been secured.
- Would be contrary to funding regulations on which we raised capital to make the property available
- May not adhere to the ethos of our allocations policy

Shared Owners have the legal right to take in a lodger but must gain our permission first. Legally however you must not allow your home to become overcrowded. Therefore, you can only take in a lodger if you have the room.

## **3.2 Staircasing**

### **Purchasing additional shares**

Staircasing means that as a Shared Owner you can purchase further shares in your home at any time, although usually after your first year of ownership. Assignees (an assignee is a person who has purchased a Shared Ownership property from an existing Shared Owner and not us) however can usually purchase further shares after the first three months.

Each share you purchase will be at the current market value.

Most Shared Owners can purchase up to 100% ownership. There are some rural schemes however where ownership is limited to 70% or 80%.

If you decide to staircase you must contact your Housing Officer informing us of the further share you wish to purchase and how you intend to pay. An application form will then be sent to you to be completed and returned. Once this is received an independent valuer will be instructed by us to value your property.

**Please note you will be responsible for this fee.**

if you have made any improvements to the property, any increase in its value due to the improvements will not be taken into account for the purposes of staircasing. this does not mean however that the cost of the improvements will be deducted from the value. Please be aware that cost does not equate to value. The independent valuer will decide on a figure deemed reasonable.

Upon receipt of the valuation we will inform you in writing what you will need to pay for your further share. If you decide to proceed you must write to us confirming your acceptance. The transaction must then be completed within 3 months of the valuation date.

Upon completion your rent will be reduced accordingly.

### **3.3 Selling your property / Lease assignment**

Generally, as a home owner you can sell your Shared Ownership home like any other home. However, there are restrictions on the sale of these properties if you haven't staircased to 100% ownership.

This is to ensure the properties remain available to people in need of affordable housing. There is a procedure to be followed when selling your Shared Ownership home.

Once you have found someone willing to purchase your share they should contact us as they will need to complete an application form.

On receipt of this application form we will take up any references and complete a formal financial assessment to ascertain whether they are acceptable onto the scheme .

Once this has been done, we will inform both you and the applicant of our decision.

If the proposed purchaser is accepted onto the scheme they should then formally apply for a mortgage if required and instruct a Solicitor to act for them. If the applicant is not accepted, you will need to find another purchaser.

You can then inform your Solicitor of the proposed assignment. They will then in turn contact the purchaser's Solicitor directly to begin the legal proceedings.

Some properties have other restrictions placed on the sale, such as having to offer the property back to East Suffolk Council if you own more than a specified % share. You will be made aware of these restrictions when you purchase your first share in your home but if you are in any doubt please contact your housing officer for guidance.

### 3.4 Succession / Transfer

If you make a will you can state who will take over your lease when you die. If you die without making a will your lease should be passed to your next of kin.

If you divorce or legally separate from your partner and you have a joint lease, you must inform us and agree with any mortgage lender which partner is to take over the property. If you cannot agree, a court will make ruling on who should stay or order the property to be sold.

### 3.5 Lease Forfeiture

**We will make every effort to help you stay in your home however we can apply to the courts to take full possession if you:**

- Fail to pay your service charges to which you have agreed or which have been set by a Leasehold Valuation Tribunal
- Fail to make your rental payments
- Break any other condition of your lease
- Knowingly made a false statement when you applied for the lease/property

This is known as lease forfeiture.





## 4.1 Repairs and maintenance

**As a Shared Owner you have full responsibility for all maintenance and repairs to your home. You also have the following obligations:**

- To keep your home in a good state of repair and decoration
- Not to carry out alterations to your home without our written permission
- To allow us with prior notice to inspect the condition of your home

On schemes where there is a service charge payable, we are responsible for the upkeep of certain communal areas.

### Repairs and decorations

It is essential that you attend to repairs within your home as quickly as possible.

Failure to do so may invalidate the building insurance policy held by us.

It is essential that you carry out any repairs or maintenance that may have been identified in your survey or valuation report.

If your home is less than 12 months old some work may be the responsibility of the builder.

If any defects occur in this period, you must inform the Housing repairs team at East Suffolk Council immediately and they will arrange a repair via the original developer. If the repair is not a defect, then the cost of the repair and call out will be recharged to you.

Most Shared Ownership properties are houses. If you have a flat, repairing arrangements are different and further information will be given to you on request.

## **4.2 Permissions required**

### **Alterations /Improvements / Adaptations**

If you wish to carry out any improvements or alterations to your home, you must write to us before you begin any work. We reserve the right to visit the property to assess the work being undertaken.

This could include alterations to bathrooms and kitchens or adding conservations or extensions. This does not include minor jobs such as putting up shelves or decorating.

You must have our written approval before starting the work and understand that no cost or future repair obligations must fall on East Suffolk Council. The work may also be subject to local authority Planning and Building regulations consent and it is your responsibility to ensure that these are obtained. We do not carry out disabled adaptations on Shared Ownership properties.

## **4.3 Out of hours emergencies**

Should you need an emergency repair out of normal working hours you can call our Out of Hours service on 0800 440 2516 and they will put you through to the duty officer. They can then arrange for an operative to attend your home to make it safe.

You will be charged for the call out, labor and parts.

It is your responsibility to arrange for any follow up work required the next day following our "make safe" visit.

## **4.4 Gas safety**

If you have a gas central heating system, or if you use a gas cooker or gas fire, it is your responsibility to ensure the safety and maintenance of these appliances.

We would strongly recommend that you have your system serviced annually by a qualified Gas Safe Engineer.

East Suffolk Council currently use Gasway to look after our housing stock and would recommend using their services. However you are free to use any Gas Safe registered engineer for your gas servicing needs.

If your heating is provided via an air source heat pump, this also requires servicing every year, again this is something Gasway can provide.



## 5.1 Being a good neighbour

East Suffolk Housing is committed to ensuring that all its tenants enjoy the right to a decent and peaceful living environment, where they can enjoy their home without unnecessary disturbance from their neighbours or other people.

By signing your lease, you agreed to not commit acts of anti-social behaviour and to be responsible for the behaviour of everyone who lives in your home or who visits it, including children. This means that you must ensure they do not act in a way that will cause nuisance, annoyance, distress or harassment to your neighbours.

We will ensure that victims of nuisance or anti-social behavior receive swift and effective support which leads to a resolution of the problem.

## **Anti social behaviour**

If a neighbour causes an issue, try to resolve the problem between yourselves. This is usually the quickest and best way to resolve the problem.

If the problem continues or you are afraid to contact the person concerned then please contact our Customer Services Team on 0333 016 2000.

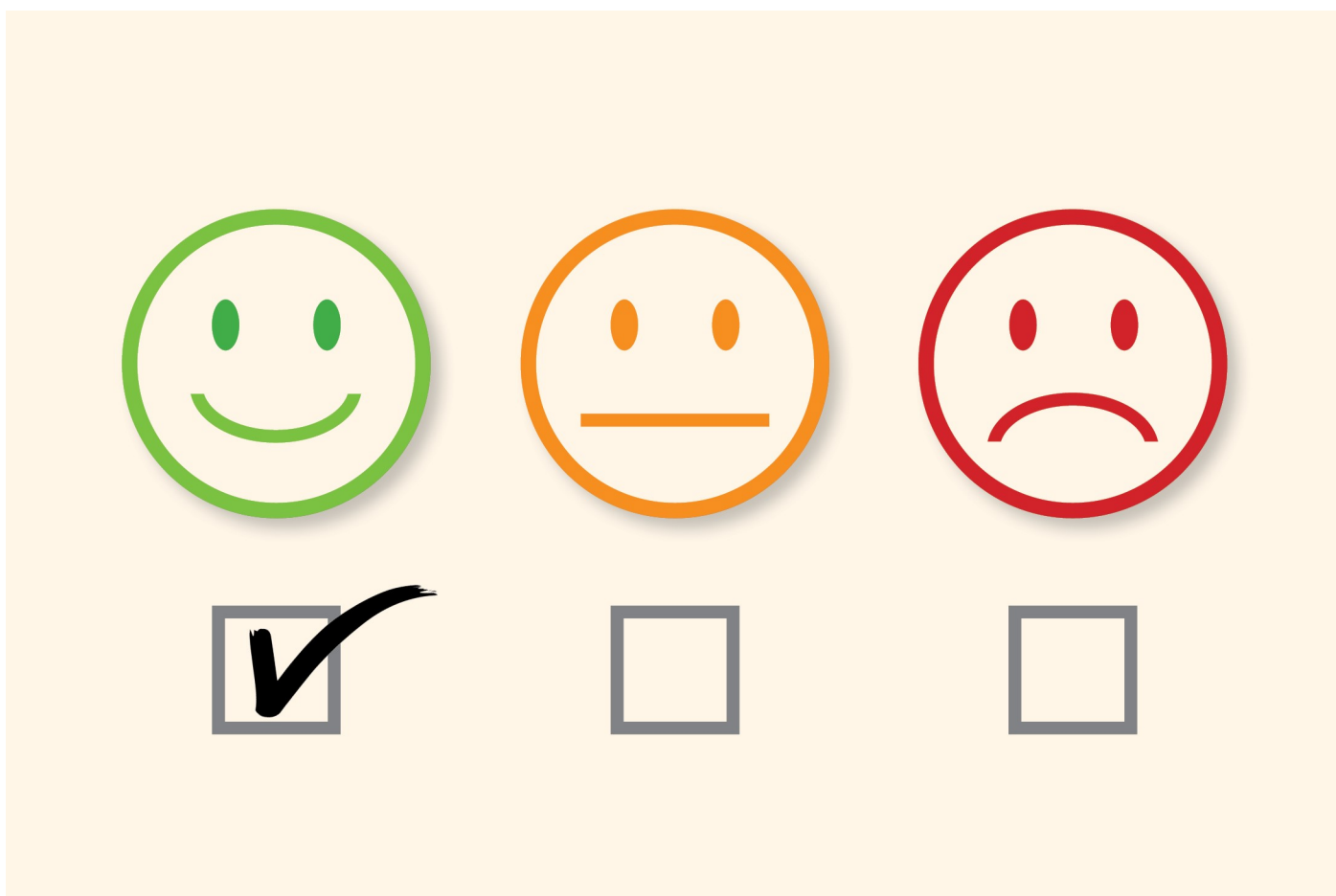
### **What we will do:**

We will respond to a complaint as soon as possible, contacting the complaint and those responsible for causing the issue. Often just discussing the complaint with the other party will solve the problem. We will keep you informed of what we are doing.

We may ask you to keep a diary or record of the problem. We can only take Legal action against a leaseholder who is in serious breach of their lease and where there is sufficient evidence.

## **5.2 Domestic Violence**

We believe that no one should live in fear of violence or harassment from their spouse, partner or other member of their household. We are committed to a victim centered approach to reports of domestic violence and will support any tenant suffering from or threatened with domestic violence. If you are in immediate danger always ring 999 and ask for the Police.



### 6.1 Compliments, Comments and Complaints

We are committed to providing excellent customer service first time, every time and we welcome feedback, positive or negative.

We recognise individuals and teams who have provided excellent service and we work hard to improve service where it is not as good as it should be.

We realise that sometimes we fall short and where customers are not satisfied so we have a clear and simple complaints process in place to put this right.

#### Complaints

Sometimes we make a mistake that can be sorted out quickly and simply. If this is the case, you might not need to make a complaint. We will take the details and make sure that we put things right for you.

If we cannot put things right quickly and simply, we will log your complaint in line with our complaints process:

## **Stage 1 - Investigation**

A senior officer from the service area your complaint relates to will investigate your complaint.

They will aim to reply to you in full within 15 working days. Sometimes they might need longer to make sure that your complaint is fully resolved. If it will take longer than 15 working days to reply, we will contact you to let you know.

## **Stage 2 - Internal review**

If you are not satisfied that the council's reply to your stage 1 complaint resolves your issues, please contact us to ask for a review.

Please ask for a review within one month of our reply (for example, if our reply is sent on 28 March then you should appeal by 28 April). We will not usually investigate appeals received outside this timescale.

Be as specific as you can about what remains unresolved from your original complaint and how you would like us to resolve it. We cannot effectively review complaints without knowing what you believe is unresolved

The Head of Service or Director for the service area your complaint relates to will review your original complaint and the stage 1 reply. They will send their report to the Chief Executive who will approve and reply to you within 20 working days. If it will take longer than 20 working days to reply, we will contact you to let you know.

If you complain about new issues which were not in your original complaint, we will investigate these as a new Stage 1 complaint.

## **Ombudsman**

If you are not satisfied that the council's reply to your stage 2 internal review resolves your issues, you can contact the Ombudsman:

- For complaints about the council as a landlord (e.g. housing rent, repairs, maintenance) contact the Housing Ombudsman Service
- For all other complaints, contact the Local Government and Social Care Ombudsman

The Ombudsman will not usually investigate your complaint until you have completed the council's complaints process.

You can always find details of our most up to date complaints policy on our website at [www.eastsuffolk.gov.uk/contact-us/compliments-comments-and-complaints/](http://www.eastsuffolk.gov.uk/contact-us/compliments-comments-and-complaints/)