



Shared Ownership Handbook

Your guide to the
essential things
you need to
know about your
home

hello[®]
Providing affordable homes



Translation service

We use a translation service, so if you need to have a conversation with us over the telephone in another language, please let us know.

This handbook is a guide to the essential things you need to know about your home. If you would like the information in another language, please ask us.

هذا الكتيب هو دليل الأمور الأساسية التي يجب عليك معرفتها عن بيتك. فإن كنت بحاجة إلى المعلومات بلغة أخرى، يرجى الاتصال بنا.

আপনার বাসস্থান সম্পর্কে যেসব অতি দরকারী বিষয় আপনার জানা দরকার সেগুলো এই পুস্তিকায় বর্ণনা করা হয়েছে। যদি অন্য কোনো ভাষায় এই পুস্তিকার অনুবাদ চান তবে দয়া করে আমাদেরকে বলবেন।

આ પુસ્તિકા, આપના ઘર વિષે આપે જાણવી જરૂરી બાબતો માટેની માર્ગદર્શિકા છે. જો આપને આ માહિતી અન્ય ભાષામાં જોઈતી હોય તો, કૃપા કરી અમને જણાવો.

यह पुस्तिका आपको अपने घर के बारे में पता रहने योग्य जरूरी बातों की जानकारी देती है। यदि आप यह जानकारी किसी अन्य भाषा में चाहते हैं तो हमें बताएँ।

Poradnik z niezbędnymi informacjami, które należy wiedzieć o swoim domu. Proszę się z nami skontaktować, jeśli chcieliby Państwo uzyskać te informacje w innym języku.

Šī rokasgrāmata ir ceļvedis par būtiskāko, kas jums jāzina par jūsu mājām. Ja jūs vēlaties, lai informācija ir citā valodā, lūdzu, jautāriet mums.

આપને યાદ ઘાટે ડુરાનું જિનું નજીકી ગોલાં નું જાણની લેડ રૂ ઉસદે ઘાટે મારગદર્શન વરન લઈ ઇવ પુસતિકા રૂ। નેવર ડુરાનું ઇવ જાણવાની વિમે હેર ઘેલી વિંચ ચાહીદી રૂ ડાં કિરપા વરવે સાનું આપે।

Táto príručka obsahuje základné informácie o vašom domove, ktoré by ste mali poznať. Ak potrebujete informácie v inom jazyku, obráťte sa na nás.

Buuggani wuxuu hage u yahay waxyaabaha daruuriga ah ee aad u baahantahay in aad ka ogaato gurigaaga. Haddii aad rabto macluumaadka oo ku qoran luqad kale, fadlan na soo waydii.

اپنے گھر کے بارے میں آپ کے لیے ضروری اہم اشیاء جاننے کے لیے یہ کتابچہ رہنمائی کرتا ہے۔ اگر آپ کو کسی دیگر زبان میں معلومات مطلوب ہیں تب براہ کرم ہمیں اطلاع کریں۔

This handbook is a guide to the essential things you need to know about your home.



Welcome to emh homes

Further information

You can find more information about subjects covered in this handbook on our website.

We also produce a range of leaflets and fact sheets about our services.

If you need any information not covered in this handbook, or you do not have access to the internet, please contact our Customer Service Centre on 0300 123 6000.

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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 emh homes residents.

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 repairs and maintenance?

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

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 first option on who can buy the property and have a resale procedure that must be followed.

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.

How do I make a complaint?

Please refer to page 16 of this booklet or call your Leasehold and Home Ownership Officer and ask for a **Getting it Right** leaflet.



If you have any further queries please do not hesitate to contact your Leasehold and Home Ownership Officer or the Sales and Marketing team.

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 of 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 as long as you keep to the conditions set out in it and pay all the charges due.

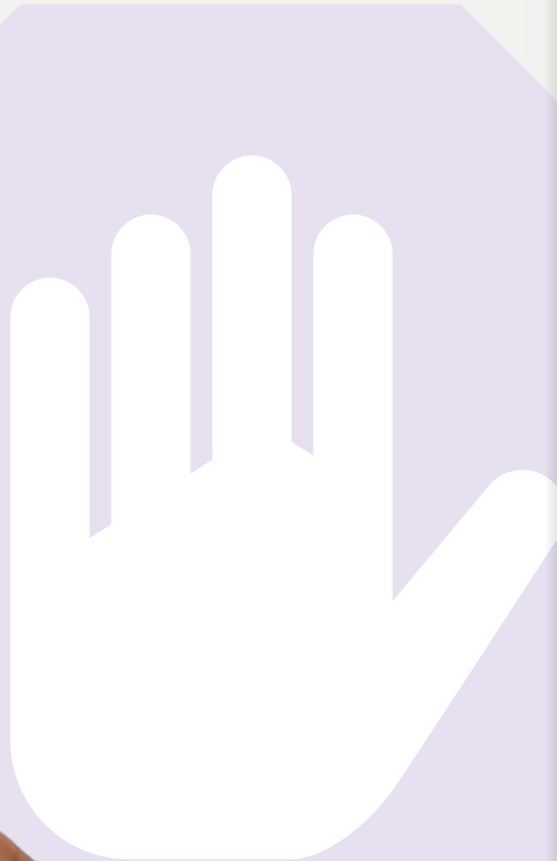
Your lease

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.



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 hello homes informing us of the further share you wish to purchase and how you intend to pay for it. 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 that 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.

Your lease

Selling your property/lease assignment

You can sell your share in the property at any time providing the intended purchaser fulfils our criteria. This is called Lease Assignment.

You **must** first contact hello homes to let us know that you wish to sell your share.

We will then write to you requesting further information to enable us to proceed.

You must allow us eight weeks to find a suitable purchaser. Should we be unable to find a suitable purchaser within that time then you are free to sell the share in your property through an estate agent of your choice.

Please note that a resale fee will be payable to us should we sell the property to a suitable purchaser. However, should you sell through an estate agent an administration fee will also still be payable to us.

Please contact us for more information on the fee structure.

If you sell your share through an estate agent you must make sure that the estate agent is aware that the property is Shared Ownership. You **cannot** sell the property as freehold, only the share that you currently own.

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 or not 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.



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 a ruling on who should stay or order the property to be sold.

Lease forfeiture

We will make every effort to help you stay in your home, but we can apply to the courts to have your home taken from you if you:

- ▶ Fail to pay 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.

Rent

The initial rent on a Shared Ownership property is usually set at a percentage of the unsold equity per annum. For new initial sales this is currently no more than 3%.

Paying your rent

Your rent and service charge (if applicable) is due monthly in advance on the first day of the month. It is your responsibility to ensure that it is being paid and on time even when claiming Housing Benefit.

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.

Rent statements

We normally send you a rent statement every three months. These show you when your rent is due, how much you have paid, and the balance of your rent account.

If you have any queries or need a statement at any other time, please contact us.

Service charges

A service charge may be included with your rent. It will cover the cost of us providing you with services such as communal cleaning.

Benefits

If you are entitled to any benefits that help you pay your rent, it is your responsibility to claim.

Our officers receive regular training and can assist with basic advice.

How to pay your rent



Direct Debit

This is the simplest way to ensure your rent is paid on time. Contact us for more details and a form. You can also pay by Standing Order



allpay card

All tenants are given an allpay card that can be used at any location displaying the PayPoint sign. You can pay with cash and debit and credit cards. Remember to keep your receipt.



Post Office

You can pay by Giro or Transcash, quoting our reference number 4082168. You may be charged for using this service.



Online

You can pay online at **www.allpay.net**



CallPay

Our Customer Service Centre can take payments over the phone if you have a debit card.

Rent reviews

Rent reviews for Shared Ownership leases are undertaken every April with increases linked to the Retail Price Index.

Mortgage arrears

Your home is at risk if you do not keep up mortgage repayments or repayments on other loans secured on it. If your arrears become serious the mortgage lender may take steps to repossess your home. This would mean that you would lose the whole of your investment in it.

You and your neighbours

Everyone has the right to the peaceful enjoyment of their home and neighbourhood.

By signing your tenancy agreement or 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.

If you are having problems with a neighbour, we can offer help and advice. Problems can be caused by many things, and the ways in which we can help you reflect that.

Anti-Social Behaviour

Anti-social behaviour covers a range of actions and behaviours capable of causing nuisance or annoyance to someone either directly or indirectly. It can be personal (i.e. targeted at an individual), a nuisance (i.e. the local community rather than a particular individual suffers), or environmental (e.g. graffiti).

Whatever the cause, we will work with you, your neighbours, and other agencies to try and sort out the problems.

For more information, please look on our website or contact us for a leaflet.

Harassment

Everyone is protected under law from harassment. The Equality Act 2010 also provides protection from harassment on the basis of the following protected characteristics (formerly known as grounds): age, disability, gender reassignment, race, religion or belief, sex, and sexual orientation.

Under this Act individuals are also protected from harassment because of association and perception (i.e. because of whom they have regular contact with or because someone thinks they have a particular protected characteristic).

We can only take legal action where the harassment is carried out by one of our residents, but we will offer support and advice to the victim regardless of whether they are a resident of ours or not. If the victim is our resident, we can also assist with rehousing if required.

Zero tolerance

We believe there is no excuse for abusive or violent behaviour towards our staff or contractors. If you abuse, threaten or assault anyone working for emh homes or on its behalf, we will report it to the police and take legal action against you, which could result in lease forfeiture.



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 development department at emh group immediately.

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.

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.

You must have our written approval before starting the work and understand that no cost or future repair obligations must fall on emh homes.

The work may also be subject to local authority planning and building regulation consent and it is your responsibility to ensure that these are obtained.

We do not carry out disabled adaptations on Shared Ownership properties.



National House Building Council guarantee

If your property is covered by this guarantee it is a matter between you and the builder and the NHBC. However you should consult us before taking any action because of the terms of your lease and to avoid any potential duplication of effort.



TrustMark

TrustMark is a scheme supported by the government, consumer groups, and the building industry to help you find reputable firms to do repair, maintenance and improvement work inside and outside your home.

Please refer to www.trustmark.org.uk for further details.



TrustATrader

TrustATrader is directory of trustworthy tradespeople as their place on the website depends upon their quality of service.

Please refer to www.trustatradr.com for further details.



Complaints, compliments and suggestions

We aim to deliver the highest standards of service to all our customers. But we recognise that we do not always get it right. So when our services do not live up to your expectations, we want to know about it.

We welcome your complaints, compliments and suggestions because they give us an idea of how our service is seen by our customers. They help us learn and to improve the way we work.

How we deal with a complaint:

Resolved at the first point of contact

In many cases we can resolve an issue for you as soon as we are notified. If we are unable to resolve the issue to your satisfaction, then the complaint will be investigated further as part of the **Stage 1** formal procedure.

Stage 1

The complaint will be dealt with by the manager of the service in the area that the complaint relates to. We aim to deal with your complaint within 10 working days.

Stage 2

If you think we have not addressed your complaint fully, then you may request that the complaints panel reviews your complaint and our resolution. The panel will decide whether the action we have taken or propose to take is fair and reasonable.



Mediation

Sometimes we receive a complaint or appeal which we are unable to resolve without the help of an independent mediation service. This can be helpful in reaching a settlement when neither party can agree. We may ask you to consider mediation as a means of resolving your complaint at any stage in the complaints procedure.

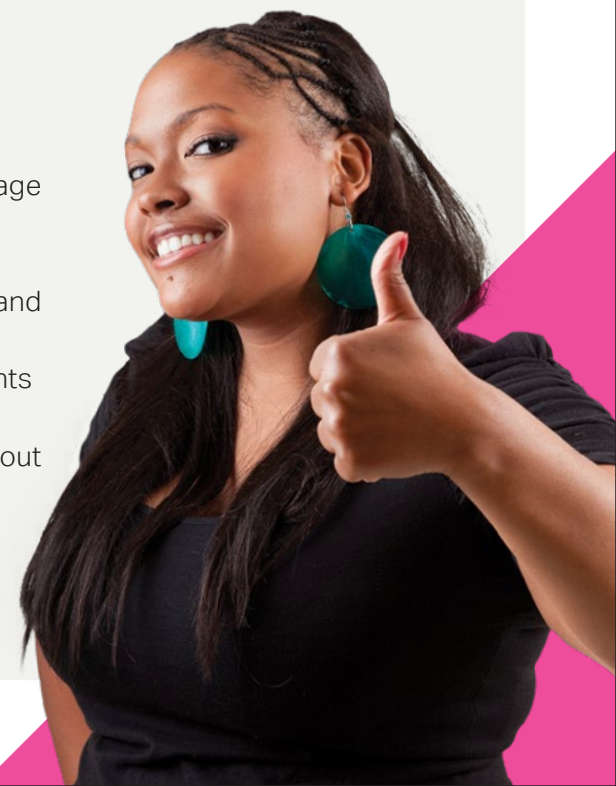
Designated panel/person

If after exhausting our internal procedure you feel that your complaint has not been fully resolved, you have the right to appeal to a designated panel/person stage.

A designated panel/person stage is a local MP or councillor. Designated persons are there to help to resolve complaints, and if they are unable to help or think that the complaint warrants it they can refer it directly to the Housing Ombudsman without further delay.

Alternatively you can wait eight weeks from the end of the internal procedure and apply directly to the Housing Ombudsman.

For more information on how to make a complaint, please ask for our 'Getting it Right' leaflet.



Contact us

You can call emh homes on:

0300 123 6000

Calls to **0300** numbers cost no more than calls to UK landline numbers beginning **01** or **02** and are part of inclusive minute packages from mobile and landline operators.

Email us at:

enquiries@emhhomes.org.uk

Visit our website at:


www.emhhomes.org.uk

Write to us at:

emh homes

Jubilee House
Whitwick Business Park
Stenson Road
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Follow us:

 [@emhhomes](https://twitter.com/emhhomes) for all the latest news and information

You can call hello homes on:

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