

# Shared Ownership Management Policy

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<b>1.0</b>	<b>SCOPE</b>
	<b>Purpose</b>
1.1	This Policy sets out whg's approach and obligations in relation to the management of whg's shared ownership portfolio. It is an addition to whg's Shared Ownership Eligibility and Affordability Policy.
	<b>Legal and regulatory framework</b>
1.2	This Policy aims to meet all relevant regulatory requirements, under the Landlord and Tenant Act 1985 and 1987, the Commonhold and Leasehold Reform Act 2002, and the Leasehold Reform and Urban Development Act 1993.
1.3	whg will comply with all relevant legislation and by the terms of individual leases.
1.4	whg will keep all customer data secure. Data will be processed in line with GDPR principles and our Customer Privacy Notice and Sales Customers Privacy Notice.
<b>2.0</b>	<b>POLICY STATEMENT</b>
	<b>The Lease</b>
2.1	<p>The shared ownership lease explains the rights and obligations of both the landlord and the shared owner. It is an agreement that sets out how each party is expected to behave and what the responsibilities are for the duration of the lease.</p> <p>Under the 2016-2021 Affordable Homes Programme (AHP) and prior to this the term of the lease will be 125 years and charges will be set and administered in accordance with current legislation.</p> <p>For homes offered for sale under the 2021-26 AHP, the lease must be granted with a minimum lease length of 990 years.</p>
	<b>Rent Charges</b>

2.2	Shared ownership rents are charged on the portion of the property owned by whg and are payable monthly. Rents will increase annually by no more than set out in the lease agreement.
	<b>Sinking Funds</b>
2.3	Where the lease allows, sinking funds may be set up to contribute towards maintenance and major repairs.
	<b>Defect Period</b>
2.4	New build shared ownership homes are typically be covered by a 12-month defect period from the date whg is handed over home from a developer however this time period can vary. If a customer sells a shared ownership property any remaining period on the building warranty will transfer to the new leaseholder. Warranty is typically 10 years however this again can vary.
2.5	If the first owner purchases the property and the point of sale occurs after the defect period has expired, whg will consider providing a three-month repairing obligation for defects from the date of sales completion.
	<b>Repairs</b>
2.6	The building warranty will usually cover the cost of structural repairs in the first 10-12 years for new build shared ownership homes.
2.7	If the lease contains a repair obligation the details of this will be communicated to those applicable at the start of their lease. Repairs that are listed as the responsibility of the leaseholder in the lease will not be delivered by whg.
2.8	For flats, the building owner (whg) will usually arrange external and structural repairs as needed. The cost will be apportioned between the total number of dwellings in the block. whg's obligation however is subject to the lease.
2.9	Shared ownership customers will be required to maintain their home in line with the lease. An example of this is customers must have their boiler serviced every year by an engineer on the Gas Safe Register. whg may require evidence of these repairs or servicing which if requested must be provided to comply.
	<b>Resales</b>
2.10	Shared ownership customers can sell the property at any time. Where whg is not required to buy back the property, which is determined in individual leases, it will ensure that the price is no higher than the open market value, determined by an independent RICS valuation. Any interested purchasers will have to meet the

	criteria set in the Shared Ownership Eligibility and Affordability Policy. The conditions on resales are outlined in the individual lease.
	<b>Staircasing</b>
2.11	All details of staircasing will be specified in the individual lease and whg will sell the purchaser additional shares at the open market value determined by an independent RICS valuation and based on Capital Funding Guide (CFG) guidance and affordability.
	<b>Lease and Tenancy Breaches</b>
2.12	Where customers are in breach of the conditions of their tenancy agreement and/or lease this is managed in line with the appropriate Policy such as the Anti-Social Behaviour Policy and the Income Collection Policy.
	<b>Financial Hardship</b>
2.13	Where there are rent or service charge arrears, shared ownership customers will be signposted to an organisation that may be able to assist. Although we may not offer specialised in house money and debt advice for shared ownership customers, we will offer support via the Income Collection Team and work with customers to bring their account up to date.
	<b>Customer Care</b>
2.14	whg will take account of the circumstances and vulnerabilities of individual customers. Colleagues will also act with due regard to the whg Equality, Diversity and Inclusion Policy at all times. whg's tenancy and lease agreements set out landlord and customer responsibilities.
	<b>3.0 PERFORMANCE MEASURES</b>
3.1	whg will monitor the following: <ul style="list-style-type: none"> <li>• Shared Ownership rent arrears (%)</li> <li>• Number of sales/resales</li> <li>• Staircasing information</li> <li>• Customer Satisfaction</li> </ul>
	<b>4.0 EQUALITY AND DIVERSITY</b>
4.1	In accordance with the Equality and Diversity Act 2010, whg will ensure that applicants are not discriminated against on grounds such as age, race, disability, ethnicity, marriage, gender, gender reassignment, religion and sexual orientation.

4.2	whg understand that some tenancy obligations are more difficult for some customers to manage. This Policy ensures we work with our customers to resolve issues, and that we provide appropriate support.
<b>5.0</b>	<b>MONITOR AND REVIEW</b>
5.1	This Policy will be monitored by the Director of Housing and Customer Services and reviewed every three years by the Policy Group.
<b>6.0</b>	<b>ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES</b>
6.1	<p>Documents, policies and procedures associated with this policy are:</p> <ul style="list-style-type: none"> <li>• Home England Capital Funding Guide</li> <li>• Shared Ownership – Joint Guidance for England</li> <li>• Anti-Social Behaviour Policy</li> <li>• Income Collection Policy</li> <li>• Development Strategy 2020-2024</li> <li>• Consumer Protection Regulations</li> <li>• Equality, Diversity and Inclusion Policy</li> <li>• Landlord and Tenant Act 1985 and 1987</li> <li>• Commonhold and Leasehold Reform Act 2002</li> <li>• The Leasehold Reform and Urban Development Act 1993</li> </ul>

## APPENDIX 1

### Shared Ownership Equality Assessment

#### Equality Analysis (EA) Form

What is being analysed?	Shared Ownership Policy
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#### Sources of information used in this EA

The Shared Ownership programme is a nationwide programme and is monitored by Homes England. Homes England set the Capital Funding Guide which gives guidance and advice on all aspects of the Shared Ownership process that gives clarity on ensuring compliance and allows for a standardised Affordability and Eligibility process. As Shared Ownership has a set criterion to follow to ensure compliance many of the aspects that were highlighted to be discussed as part of this Equality Analysis were able to be satisfied with no further action required.

Protected group	Impact Positive/Neutral/Negative	Action	Comments
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Age	<b>Negative</b> Applicants for the 55+ scheme are subject to additional eligibility tests.	N/A	Supports compliance with the Capital Funding Guide (CFG) as set out by Homes England.
Age	<b>Positive</b> The additional eligibility tests for the 55+ applicants will ensure tenancy sustainability.		
Disability	<b>Negative</b> Any lump sums paid to eligible members of the armed forces as a result of illness or injury, are to be disregarded when assessing eligibility and sustainability.	N/A	This stipulation is in accordance with the Capital Funding Guide (CFG) as set out by Homes England.
Ethnicity/ Race	<b>Positive</b> The scheme is inclusive of applicants with time- limited leave to remain status and will assess these on a case by case basis.		
Gender reassignment	<b>Neutral</b>		
Religion/ Belief	<b>Neutral</b>		
Sex (Gender)	<b>Neutral</b>		

Sexual orientation	<b>Neutral</b>		
Poverty/ disadvantage/ location ( <i>not a protected characteristic</i> )	<b>Negative</b> In order to maximise income and achieve targets, applicants who can purchase higher traches will be given priority.	Where schemes are ahead of target, policy discretion and flexibility can be applied.	
Poverty/ disadvantage/ location ( <i>not a protected characteristic</i> )	<b>Positive</b> Lower rent levels will be set for schemes in areas of high value or where Local Authority rent restrictions apply.		
Poverty/ disadvantage/ location ( <i>not a protected characteristic</i> )	<b>Positive</b> All applicants will be subject an affordability test to ensure tenancy sustainability.		
All Groups <b>or</b> General Comments	The collection of diversity data from the whg application form will enable the monitoring of whg sales and the promotion of the scheme to any underrepresented groups if required. Sales data is recorded on CORE following sales completion		

Date analysis completed	01/05/2023
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Timescale for actions	N/A
Date for Policy subgroup meeting	<b>12/05/2023</b>
Signed off by (policy owner/author)	<b>04/05/2023</b>



## Version control

<b>Version</b>	1.0
<b>Document author</b>	Acting Senior Income manager
<b>Document owner</b>	Acting Director of Housing
<b>Legal advice</b>	Legal Services and Shakespeare Martineau
<b>Consultation</b>	Customer, Director of Housing, Senior Income Manager and Legal Services.
<b>Approved by</b>	GEXEC October 2023
<b>Review Date</b>	October 2026
<b>Corporate Plan aim</b>	<ul style="list-style-type: none"> <li>• Deliver High Quality Homes and Services for Our Customers</li> <li>• Grow and Expand Our Services, Our Reach and Our Range</li> </ul>
<b>Equality analysis</b>	Completed May 2023
<b>Key changes made</b>	<p>New Policy as a result of splitting out tenancy types from the Residential Property Management Policy to make it more specific to this tenure type;</p> <p>Language made clearer following customer consultation on the Residential Property Management Policy.</p>