

New model Shared Ownership guide



www.tworivershousing.org.uk

for you - for your community - not for profit

What is Shared Ownership?

Shared Ownership is an affordable way to buy your own home. With Shared Ownership you can part-rent and part-buy a property. If you have a regular income but cannot afford current house prices, Shared Ownership could help start you on the road to full home ownership.

Shared Ownership is usually through a registered provider such as Two Rivers Housing. Registered providers are not-for profit organisations which offer good quality affordable homes for rent and Shared Ownership. Two Rivers Housing builds new properties specifically for Shared Ownership.

You will need to be registered with your local Help to Buy agent. We can provide you with contact details for these organisations if you are unsure who they are.

Two Rivers Housing will retain the share of the property you do not buy and you will be charged a rent on this share. Shared Ownership is subsidised by the government, which enables us to charge an affordable rent.

How does Shared Ownership work?

If you bought a home on the open market, you would agree a purchase price through an estate agent. Then you would take out a mortgage to cover the total purchase price of the property minus any deposit you might have available. With Shared Ownership, the price of the property is fixed at the open market value, as assessed by a qualified valuer.

You borrow just enough to cover the share you are buying. This is referred to as equity share. The equity share amount will be an amount that you can afford, as set out under government guidelines.

The total monthly cost of the rent, plus your mortgage, will be lower than the monthly cost if you bought the property outright with a mortgage.

For legal reasons, while you are only buying a part-share of the property, you will have a leasehold interest of 990 years where the scheme allows. However, you may buy further shares. This is called 'staircasing', and may eventually progress to outright ownership.

Some rural properties have restricted staircasing which means you cannot buy 100% of the home. We would advise you of this before you purchase. If you are on one of these type of leases the property will always remain leasehold.

Full details on the shared ownership scheme are in The Key Facts Document at the back of this guide.

Shared Ownership Criteria

- You must be unable to afford to purchase 100% of a property on the open market
- You need to register with the local Help to buy agent i.e. https://www. helptobuyagent3.org.uk/
- In some areas you may need a local connection i.e. You must currently live/work in the area, have relatives in the area or have grown up there
- We need to check that you are eligible for a mortgage and therefore need confirmation of how much you can borrow prior to accepting an offer. (Your mortgage broker will provide you with evidence)
- Your household must earn less than £80,000 per annum.

What will it cost me?

When you work out how much you can afford to spend, you should consider the following.

- Mortgage payments Your mortgage lender will let you know how much this is going to be. It is important you can afford the repayments.
- Rent payments Your rent must be paid by Direct Debit each month. The rent is subsidised and reviewed annually in line with inflation.
- Service charge This charge will apply where there are communal areas owned by Two Rivers Housing. All properties are required to contribute equally to the cost of maintaining these areas.
- Buildings insurance This covers the cost of rebuilding your home in the event of a fire or disaster, but does not cover the cost of replacing your belongings. Two Rivers Housing will arrange buildings insurance for your home, which will be included within the service charge payment.
- Contents insurance You need to arrange your own contents insurance to cover personal belongings, furniture, carpets etc.
- Other outgoings You need to budget to cover all other day-to-day living expenses such as gas, electricity, water, food, Council Tax, repairs, decoration, maintenance and all other household bills.

Additional one-off costs before moving in

- Valuation fee This will normally be required and arranged by your mortgage lender. You will be required to pay for the valuation, so make sure you ask about the cost.
- Survey You may wish to have your own independent survey undertaken by your own surveyor at your expense. However, it is worth noting that your home will benefit from a 10-year guarantee of the structure.
- Legal fees You will have to pay a solicitor to protect your interest when purchasing your new home. Your solicitor will also have to make payments on your behalf such as legal searches, Stamp Duty and VAT. Ask your solicitor to provide you with a fixed fee to act on your behalf before you commit yourself.
- Deposit You will be asked to pay a £250 reservation fee to secure your home/plot. This is deducted from your final bill of sale. Please note that, in most cases, this fee is non-refundable if you do not proceed.
- Stamp Duty for Shared Ownership property - You may have to pay Stamp Duty Land Tax (SDLT) when you buy a property through a Shared Ownership scheme. This will depend on your own personal circumstances and the rules in place when you buy the property. Further information can be found at: Stamp Duty Land Tax - GOV.UK (www.gov.uk)



A step-by-step guide to buying

Please read all of the information carefully

Before you look to purchase.

If you are looking to buy a property or this is the first time you are looking at shared ownership, you need to get yourself mortgage ready. This means:

- Find out if you can get a mortgage. Seek advice from a mortgage advisor, bank or building society about how much you can borrow and the cost of mortgage repayments. Think carefully about other costs such as rent, legal fees, removal expenses and on-going bills. Make sure you tell your mortgage broker that you are looking at buying a shared ownership property, as it is a slightly different type of mortgage.
- Save a deposit Mortgage companies will expect you to put some of your own money into the property, so you will also be expected to pay a deposit normally at least 5% of the share you plan to buy.
- Get a 'Mortgage in Principle' / Agreement in Principal which shows that a bank or building society are prepared to lend you money to buy a home. We can signpost you to a mortgage advisor who deals in Shared ownership if you are unsure who to use. If you have any loans or credit cards, the balance of these will affect how much a mortgage company is prepared to lend you, so it is a good idea to try and reduce this BEFORE you look to buy a property.
- Get written quotes, on a fixed-fee basis, from a solicitor who will be happy to act for you.
- We have a panel of recommended providers if you do not know anyone who deals with shared ownership properties.
- Register with Us on: Shared Ownership Application Form Survey (surveymonkey.co.uk) and also with the Help to Buy agent. This is Help to Buy Agent 3 in Gloucestershire or Help to Buy Agent 2 in Herefordshire. This is all done online.

Finding your Home

All Two Rivers Shared ownership properties are advertised through TwoCan. Estate Agent and Letting Agent Gloucestershire Estate Agent Gloucester (twocan.estate). These properties are also advertised on Rightmove and Zoopla. Please read the particulars as some properties you need to meet a strict criteria to be able to purchase.

TwoCan and Two Rivers Housing will check your eligibility for the property as well as expect you to provide some personal information to carry our anti-money laundering checks. Once these enquiries are satisfied we then show you around the property or allow you to reserve 'Off Plan'. We will carry out a shared ownership interview, and check that the property you want to buy is affordable. You will need to provide the following; 3 most recent bank statements, 3 most recent payslips/accounts/SA302's, proof of address and proof of ID alongside with copy of deposit amount and mortgage evidence.

If you want to purchase we will ask you to pay a non refundable £250 reservation fee. We will also need the name and address of your solicitor and your mortgage advisor ;. We can recommend service providers if you are unsure.

What happens next?

The purchase process can take a number of months. On average you should expect for this to take 3-4 months in total.

- TwoCan will send out memorandum of sale to all acting parties. Your solicitors will then do the legal work for the purchase.
- Yours solicitor will ask you to pay for certain checks up front such as searches. Searches tell you and your solicitor about the property, the area in which it is built and things that may affect you. Such as rights of way / where the drains are located / flooding in the vicinity.



- Both sets of solicitors will talk to each other to resolve any queries that arise.
- Once your solicitor has done all their checks they will explain to you the terms of the contract you will be agreeing to, and they will ask you to sign a contract.
- You will need to provide your solicitor with a sales deposit. This is normally between 5 and 10% of the purchase price. The solicitors cannot proceed until this money has cleared their account.
- The solicitors will exchange the shared ownership lease and contracts. This legally ties you into the purchase. You will then agree a completion date.
- Your solicitor will send you your completion statement showing how much money needs to pay to complete the purchase. This payment normally includes your first months rent.
- On completion day your solicitors will forward the money to Two Rivers Housing solicitors. Once the purchase is complete we will release keys. (please note that completion can be any time in the day and keys cannot be realised until the solicitors have confirmed the transaction has gone through)

New Build Standard

- Shared ownership properties are sold 'as is'. The kitchen and bathroom suites are already chosen, and you do not have a choice over the colour, style or finish. The landlord decides the final finish of the property.
- The Two Rivers Housing Standard can be found at www.tworivershousing.org.uk/customcontent/uploads/2018/10/SO-standard.pdf

Reserving off plan

- If you are buying off plan (you reserve a property whilst it is being built) we will give you an indication of when you can move in. The properties will be handed over to the housing association (known as the handover date) but this is not the date you will be able move in.
- There are often changes to the handover date and we will keep you updated. Do not give notice on rented property or arrange for furniture delivery etc until the completion date is confirmed.

Your responsibilities

As a home owner, you will have certain rights and responsibilities. These include taking care of all the repairs and making sure your home is maintained. You should understand that, although Two Rivers Housing owns a percentage of the property, you will be occupying 100% of it and are therefore 100% responsible.

Our new-build properties are covered by a 10-year new-build warranty against defects in workmanship. However, the contractor is also responsible for correcting defects resulting from poor workmanship or faulty materials within the first 12 months following handover of the property to us.

A Two Rivers Housing representative will visit your home, by appointment, to check that all defects have been satisfactorily rectified at the end of the 12-month period.

If you wish to make any improvements or alterations to your property, you must first seek written approval from Two Rivers Housing. This is not required for simple improvements such as redecoration.

If you do make improvements or changes, they will not alter the percentage share that you own, and any increase in the property value will be split according to the share you own. You may wish to discuss any increase in value before completing any alterations.

Buying or selling shares

Buying further shares is known as 'staircasing'. If your lease allows you to do this, you will need to inform us in writing if, and when, you want to buy more shares.

The current value of the property will need to be determined by a qualified valuer. Once we know the current value, we can work out how much you will have to pay for your extra shares.

You will have to pay the valuation fee and solicitor's fees when you increase your shares. You will have three months from the date of the valuation to increase your share. You will never be required to increase your share; it is entirely your decision. If you decide to increase your share, we will reduce your rent by the same percentage. For example, if you decide to increase from 50% to 75% ownership, your rent will be decreased from 50% to 25%.

Unless you staircase to full 100% ownership, your rent can never drop lower than £250 per year, as this is the minimum amount allowed under the Leasehold Reform Act 1989. You can increase your share by as much as you want, but the minimum increase is 10%.

You may sell your home at any time but, before you do, you must tell us in writing that you wish to sell.

If you do decide to sell your home, you must advertise your property solely with Two Rivers Housing for a minimum of eight weeks. During this period we will try to find a suitable buyer.

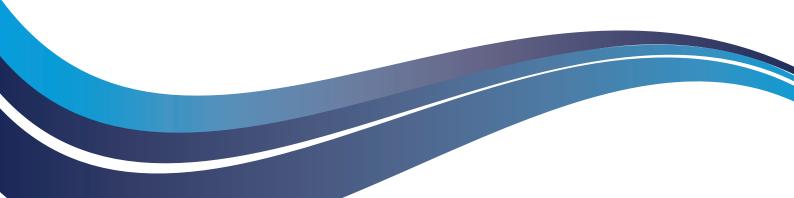
If you choose to use an estate agent they will charge you a fee. Remember to advise the estate agent that your property needs to be advertised as a Shared Ownership property. Any potential buyer must complete an application form and be approved by Two Rivers Housing before the sale can proceed.

Two Rivers Housing's sister company TwoCan is an estate agent that specialises in Shared Ownership homes. Special rates are available to Two Rivers clients.





Key information about shared ownership



Guidance for shared ownership providers

The information in this document is for the shared ownership 2021 to 2026 scheme.

This document is intended for prospective homebuyers:

- after they have registered with a Help to Buy agent
- after they have gone through a financial assessment
- before they pay the reservation fee to secure a shared ownership home

We expect that providers will give this document:

- to the homebuyer together with the personalised 'Summary of costs' document
- to the homebuyer's solicitors

There are no editable fields in this document.

Feedback

If you have any feedback about this document, contact:

Affordable Home Ownership team Homes England Email: <u>sharedownership@homesengland.gov.uk</u>

Key information about shared ownership

When you buy a home through shared ownership, you enter into a shared ownership lease. The lease is a legal agreement between you (the 'leaseholder') and the landlord. It sets out the rights and responsibilities of both parties.

Before committing to buy a shared ownership property, you should ensure you take independent legal and financial advice.

This key information document is to help you decide if shared ownership is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

It does not form part of the lease. You should carefully consider the information and the accompanying lease, and discuss any issues with your solicitor before signing the lease.

Failure to pay your rent or service charge or your mortgage could mean your house is at risk of repossession.

Examples and figures provided in this key information document are correct at the time of issue but will change over time in accordance with changes in house prices and the terms of the shared ownership lease.

1. How shared ownership works

- 1.1 You pay for a percentage share of the market value of a home. You enter into a lease agreement with the landlord, and agree to pay rent to the landlord on the remaining share.
- 1.2 You can buy more shares in your home, which is known as 'staircasing'. This is covered in section 6, 'Buying more shares'.
- 1.3 When you buy more shares in your home, the rent you pay goes down in proportion to the landlord's remaining share.
- 1.4 You can rent out a room in the home at any time, but you must live there at the same time.
- 1.5 You cannot sublet (rent out) your entire home unless either:

- you own a 100% share
- you have your landlord's permission, which they will only give in exceptional circumstances
- 1.6 If you're a serving member of the armed forces, and you're required to serve away from the area where you live for a fixed period, you may sublet the entire home subject to the landlord's permission.

2. Lease

2.1 All shared ownership homes are sold as leasehold, even houses. This is because you only pay for part of the market value up front, and the landlord has an interest in the remaining share. If you reach 100% ownership, where possible, for most houses the freehold will transfer to you, and the shared ownership lease falls away. For most flats, the lease will remain in place, but the shared ownership obligations will fall away.

For more information, see the 'Maximum share you can own' section in the 'Key information about the home' document.

- 2.2 You are buying a long leasehold interest in the home but only paying for part of the market value. The length of the lease is stated in the 'Key information about the home' document.
- 2.3 Information included within your lease:
 - 2.3.1 A description of the home, including its boundaries.
 - 2.3.2 Your responsibilities as a leaseholder, such as repairs and maintenance, and your landlord's responsibilities, such as buildings insurance. For more information on repairs, see section 5, 'Maintaining and living in the home'.
 - 2.3.3 Details of any restrictions or obligations, such as decoration and alterations.
 - 2.3.4 The lease start date.
 - 2.3.5 The share that you have bought.
 - 2.3.6 The amount of rent you must pay, together with any other amounts due under the lease.
 - 2.3.7 How the landlord will review your rent.
 - 2.3.8 The method by which you can buy additional shares to own more of your home in the future (staircasing).
 - 2.3.9 The method by which you can move home, either by selling your share or selling the whole home.
- 2.4 As the lease is a legally binding contract, review it carefully with your solicitor. It's important that you make sure that you understand the lease before you sign it. Your solicitor will provide you with a copy of the lease.
- 2.5 You'll need to contact your landlord to confirm their lease extension policy.

3. Rent

- 3.1 Under a shared ownership lease, you only pay for part of the market value up front, and you agree to pay rent on the remaining share to the landlord.
- 3.2 The total rent to pay in the first year is a percentage of the remaining share of the market value you did not pay for. This percentage is in the 'Key information about the home' document. If you buy more shares in your home, the rent will go down.
- 3.3 The landlord will review your rent periodically at the times set out in the lease. Typically, they review the rent every year.
- 3.4 Your rent may go up when it is reviewed. It will not go down.

The maximum amount your rent can go up by is the same as the percentage increase in the <u>Retail Prices Index</u> (RPI) for the previous 12 months plus 0.5%. This means that where the RPI increase for the 12 month period is 0% or negative, the most the rent can go up by is 0.5%.

This example shows how the rent might go up:

Rent review date	31 March 2021	
Rent in March 2021	£500	
Percentage increase	2%	
	(1.5% increase in RPI + 0.5%)	
Rent to pay from April 2021 onwards	£510	

A worked example demonstrating how the rent is calculated at review is in Appendix 2 of the lease.

- 3.5 Your landlord may be entitled to terminate the lease if you:
 - do not pay the rent
 - do not observe and perform your obligations in the lease

The landlord will need a court order to terminate the lease. If the landlord terminates the lease, you may lose any equity in the home you had bought. You could also lose any deposit or monies you have contributed towards the purchase of your home.

If action is needed for non-payment of rent or breach of another obligation in the lease, the landlord will be obliged to make your mortgage lender aware of this. The mortgage lender may take their own action as they feel is appropriate.

3.6 When you complete (the day you buy your home), you will need to pay these costs for the rest of the month and possibly for the following month:

- rent
- service charge (where applicable)
- estate charge (where applicable)
- buildings insurance
- reserve fund (also known as 'sinking fund') payment (where applicable)
- management fee (where applicable)

Remember to plan for these amounts when you work out how much money you need for completion. You will receive a completion statement that explains what you need to do. Your solicitor will go through it with you.

For more information on what these costs are for, see 'Your monthly payments to the landlord' in the 'Summary of costs' document.

4. Other costs

- 4.1 You'll need to make monthly payments to the landlord for the:
 - rent
 - service charge (where applicable)
 - estate charge (where applicable)
 - buildings insurance
 - reserve fund (also known as 'sinking fund') payment (where applicable)
 - management fee (where applicable)

There is more information on the GOV.UK website about <u>service charges and</u> <u>other expenses</u>.

- 4.2 You'll need to budget for your other monthly costs, which may include:
 - mortgage repayment
 - contents insurance
 - Council Tax
 - gas and electricity
 - water
- 4.3 You may need to pay a reservation fee to secure your home. When you pay the fee, no one else will be able to reserve the home. Your landlord may have a policy on how long they will reserve a property before exchange of contracts. See the 'Reservation fee' section in the 'Key information about the home' document.

If you go ahead and buy the home, the fee will be taken off the final amount you pay on completion.

- 4.4 You'll need to pay a deposit towards your purchase:
 - check with your solicitor when you need to pay the deposit
 - check with your mortgage adviser when your first mortgage payment is due after completion
- 4.5 You'll need to pay for your <u>contents insurance</u>. You'll need to arrange this yourself before completion.
- 4.6 The landlord is responsible for the buildings insurance while you are a shared owner. This applies to both houses and flats.

If you reach 100% ownership and remain a leaseholder, you'll continue to pay the landlord for buildings insurance.

If you reach 100% ownership and become the freeholder, you'll need to arrange buildings insurance yourself.

To find out which of these apply, see the 'Maximum share you can own' section in the 'Key information about the home' document.

- 4.7 You'll need to pay your own solicitors' fees and any associated purchase costs. You can expect to pay fees including:
 - legal services fee
 - search costs
 - banking charges
 - Land Registry fee
 - document pack fee
 - management agent consent fee subject to development and terms of the management company

Solicitors' fees can vary. Your solicitor should confirm what the fees cover and the cost when you instruct them to act on your behalf.

- 4.8 You may have to pay Stamp Duty Land Tax (SDLT) depending on your circumstances and the home's market value. Discuss this with your solicitor. There is more guidance on the GOV.UK website:
 - <u>Stamp Duty Land Tax and shared ownership property</u>
 - <u>Calculate Stamp Duty Land Tax (SDLT)</u>
- 4.9 Remember to plan for these amounts when you work out how much money you need for completion. You will receive the following documents from your solicitor:
 - an initial quote for the costs involved
 - a completion statement after exchange of contracts, which describes the actual costs

Your solicitor will go through these documents with you.

5. Maintaining and living in the home

This section describes the responsibilities for repairs and maintenance and who pays the costs.

- 5.1 As the leaseholder, you are responsible for keeping the home in good condition.
- 5.2 You are responsible for the cost of repairs and maintenance of the home.

For information on help from the landlord with the cost of essential repairs in the first 10 years of the lease, see section 5.8, 'Initial repair period'.

- 5.3 The landlord is not responsible for carrying out refurbishment or decorations. For example, replacing kitchens or bathrooms.
- 5.4 You are responsible for arranging and paying for a boiler service every year. The service must be carried out by an engineer on the <u>Gas Safe Register</u>.

5.5 Decoration and home improvements

- 5.5.1 You can paint, decorate and refurbish the home as you wish. For new-build homes, it's better to not decorate for the first year though. This gives building materials like timber and plaster time to dry out and settle.
- 5.5.2 If you want to make any structural changes to your home, check with your landlord first to see if you need permission.
- 5.5.3 You'll need to check with your landlord what counts as a home improvement and get permission before you carry out these works.
- 5.5.4 Home improvements may increase or decrease the market value of your home. How this affects you is covered in more detail in section 6, 'Buying more shares'.

5.6 Responsibilities for maintaining the building

- 5.6.1 For new-build homes, the building warranty will cover the cost of structural repairs (typically for the first 10 or 12 years). You'll need to check with the landlord who the building warranty provider is.
- 5.6.2 For flats, outside of the initial repair period (see section 5.8), the building owner (typically the landlord) will arrange external and structural repairs required. The cost will be divided between you and the other flat owners in the building, if the reserve fund does not cover the cost. Check with your solicitor to confirm what is in your lease.
- 5.6.3 If you buy a home through a shared ownership resale, any remaining period on the building warranty will transfer to you.

5.6.4 The service charge covers the items described in the 'Summary of costs' document. During the initial repair period, the landlord cannot use the service charge to cover external and structural repairs. After the initial repair period, the landlord will use the service charge to pay for the costs, unless they are covered by the repairs reserve fund.

5.7 Repairs reserve fund

- 5.7.1 If there is a reserve fund (also known as 'sinking fund'), you will need to pay into the fund. The fund covers major works, like replacing the roof. There are <u>rules</u> about how landlords must manage these funds. You will not usually be able to get back any money you pay into them. For example, if you move home.
- 5.7.2 Repairs which are the landlord's responsibility during the initial repair period will not be paid for using the reserve fund.
- 5.7.3 Refer to your 'Summary of costs' document to check if there is a reserve fund payment.

5.8 Initial repair period

- 5.8.1 There is a 10 year 'initial repair period' period starting from the lease start date which applies while you own less than a 100% share in the home.
- 5.8.2 Any work that is covered by a warranty or guarantee must be claimed through the policy by the policyholder.
- 5.8.3 Repairs which are the landlord's responsibility during the initial repair period will not be recharged through the service charge.

5.8.4 External and structural repairs

- 5.8.4.1 In the initial repair period, the landlord is responsible for the cost of essential repairs to:
 - the external fabric of the building
 - structural repairs to walls, floors, ceiling and stairs inside the home
- 5.8.4.2 These are limited to repairs not covered by the building warranty or any other guarantee. You must notify the landlord that the repair is required.

5.8.5 General repairs and maintenance

5.8.5.1 In the initial repair period, you'll be able to claim costs up to £500 a year from your landlord to help with essential repairs or replacement (if faulty) of:

- installations in the home for the supply of water, gas and electricity (including basins, sinks, baths and sanitary devices but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity such as ovens or washing machines), pipes and drainage
- installations in the home for space heating and water heating
- 5.8.5.2 The amount you can claim each year and the number of years remaining in the initial repair period is in the 'Key information about the home' document.
- 5.8.5.3 Repairs and maintenance costs over the allowance amount stated in the 'Key information about the home' document, or after the initial repair period ends, are your responsibility.
- 5.8.5.4 If you do not claim the full repairs allowance in one year, a maximum of one year's allowance will roll over to the following year. The following example shows how the repairs allowance works if you claim in years 2 and 3.

Year	Repairs allowance	Allowance claimed for repairs	Roll over to next year
1	£500	£0	£500
2	£1,000 (£500 + £500)	£750	£250
3	£750 (£500 + £250)	£0	£500

5.8.6 Claiming the repairs allowance

- 5.8.6.1 Contact your landlord to claim the repairs allowance. The landlord is responsible for deciding whether repairs are essential. They have the right to inspect the home when making this decision.
- 5.8.6.2 When you claim for the cost of essential repairs, the landlord will approve or reject claims in a fair and consistent manner. If the landlord declines a claim, they must:

- tell you why in writing within 7 days of receiving your information supporting the claim
- advise you of your right to dispute the decision
- set out the complaints handling process
- 5.8.6.3 To carry out repairs that your landlord agrees are essential, you must use a Trustmark approved tradesperson or professionals approved by your landlord. Find a local tradesperson on the Trustmark website.
- 5.8.6.4 The repairs allowance will transfer to a new owner if you sell the home. However, if the new owner buys a 100% share, the repairs allowance will not transfer to them.

6. Buying more shares

- 6.1 You can buy more shares in your home. This is known as 'staircasing'.
- 6.2 If you buy more shares in your home, the rent will go down.
- 6.3 Where you require legal advice when buying more shares, you are responsible for paying your own legal fees. Your mortgage lender will require you to instruct a solicitor if you are borrowing money to fund any purchase of additional shares. The landlord is responsible for paying their own legal fees related to share purchase transactions.

6.4 Buying shares of 5% or more

- 6.4.1 You can buy additional shares of 5% or more at any time.
- 6.4.2 You'll need to know your home's market value. You'll need to pay for a valuation by a surveyor who is registered with the Royal Institution of Chartered Surveyors (RICS). The responsibility for who arranges the valuation (you or the landlord) is in the 'Home valuation' section of the 'Summary of costs' document. You can <u>find a registered surveyor on the RICS website</u>.
- 6.4.3 The landlord may charge an administration fee each time you buy a share of 5% or more. The fee is stated in the 'Summary of costs' document.
- 6.4.4 You will need to have your landlord's permission to make home improvements.
- 6.4.5 If you have made home improvements, then your home valuation must show two amounts:
 - the current market value this is the home's value including any increase because of home improvements
 - the unimproved value this is the home's value ignoring the value added by any home improvements carried out
- 6.4.6 The price of additional shares of 5% or more is based on the unimproved value.

6.5 Buying shares of 1%

- 6.5.1 You have the option to buy a 1% share each year for the first 15 years that you own the home.
- 6.5.2 The price of the 1% share is based on the original full market value adjusted up or down each year in line with the <u>House Price Index (HPI)</u>. The HPI is a national statistic that shows changes in the value of residential properties.

- 6.5.3 The landlord will give you an up-to-date HPI valuation at least once a year and again when you request to buy a 1% share.
- 6.5.4 You or the landlord can choose to use a RICS valuation instead of HPI. The party who chooses to instruct a RICS surveyor pays for the cost of the valuation. Any time a RICS valuation is obtained in relation to your home, the valuation figure will be used as the basis for future HPI valuations.
- 6.5.5 You cannot roll over unused options to buy 1% shares to future years. The offer is limited to a maximum of 1% each year.
- 6.5.6 The landlord will not charge an administration fee when you buy a 1% share. If you buy larger shares, they may charge a fee.
- 6.5.7 You cannot buy shares of 2%, 3% or 4%.

7. Selling your home

- 7.1 You can sell your home at any time.
- 7.2 If you do not own 100% of your home, you must inform your landlord when you intend to sell your share.
- 7.3 If you do own 100% of your home, you can sell it on the open market. For example, through an estate agent.

7.4 Landlord's first option to buy

- 7.4.1 When you give the landlord notice that you intend to sell your share in your home, the landlord has 'first option to buy'. This means the landlord has a period of time to find a buyer. The period is specified in the 'Key information about the home' document. (The landlord may offer to buy back your share, but only in exceptional circumstances and if they have funds available.)
- 7.4.2 If the landlord does not find a buyer within the specified period, you can sell your share yourself on the open market. For example, through an estate agent.
- 7.4.3 There are certain limited circumstances where the landlord's first option to buy does not apply. These include the death of a leaseholder or if a court order requires you to transfer your ownership. You should ask your solicitor if you think these circumstances may apply.

The landlord's first option to buy also does not apply once you own 100% of your home.

7.4.4 If your landlord finds a buyer during their period of first option to buy, the price will be no more than the current market value of your share of the home based on a RICS valuation.

7.5 Selling fees and costs

- 7.5.1 The landlord may charge you a fee when you sell your home. The cost is stated in the 'Summary of costs' document.
- 7.5.2 You are responsible for seeking legal advice when you sell your home. You will need to pay your legal fees.

7.6 Valuations

- 7.6.1 The sale price of your home is based on an RICS valuation.
- 7.6.2 For information on who is responsible for arranging and paying for the RICS valuation, see the 'Summary of costs' document.

Useful links

- Service charges and other expenses (GOV.UK) <u>https://www.gov.uk/leasehold-property/service-charges-and-other-expenses</u>
- Service charges and other issues (Leasehold Advisory Service) <u>https://www.lease-advice.org/advice-guide/service-charges-other-issues/</u>
- A guide to mortgage fees and costs (Money Advice Service) <u>https://www.moneyadviceservice.org.uk/en/articles/mortgage-related-fees-and-costs-at-a-glance</u>
- UK House Price Index (Land Registry)
 <u>https://landregistry.data.gov.uk/app/ukhpi</u>
- Retail Prices Index percentage change over 12 month (Office for National Statistics) <u>https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/czbh/mm23</u>







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