


# LiveWest

A home for everyone



## Shared Owners Handbook

**LiveWest Homes Ltd**

**Shared Ownership Handbook**

Created with shared owners, for shared owners

**Contents**



•

35

•

40

•

# Glossary of Terms

Listed below are some words and phrases that are commonly used in this handbook.

## **Arrears**

Payments due, including rent and/or service charge which remains unpaid.

## **Cyclical redecoration**

Decoration of communal areas, (external and internal) for blocks of flats.

## **Communal areas**

The parts of the building or estate shared with others - more fully described in your lease.

## **Equity**

The percentage of property owned by you or us.

## **Freeholder**

A person or company who has full ownership of land and building. The Freeholder is often the person or company who own the land the property sits on.

## **Home or property**

A flat, maisonette, coach house, bungalow or house including any private garden, outbuilding or garage.

## **Lease**

A legal agreement which sets out the rights and responsibilities of both leaseholder and landlord.

## **Leaseholder**

Someone who lives in a flat or a house who has purchased some or all of the equity and has entered into a lease.

## **Rent**

Applies to shared owners or those with DIYSO properties, the annual amount payable in addition to service charge and ground rent. Your lease may refer to either 'gross rent' or 'net rent' or 'specified rent'.

## **Resale**

Term used to describe the procedure when you sell your home or share of a shared ownership home.

## **Shared owner**

Someone who owns a share in their home and has not yet staircased to full ownership.

## **Staircasing**

The process of purchasing extra shares in your home if you are a shared owner.

## **Final Staircasing**

Where the customer staircases to full ownership and purchases 100% equity in the property.

## **Sinking fund or reserve fund**

A fund that may be set up through service charges to budget for major expenditure for communal works. For example, roof repairs, lift replacement and cyclical redecoration (decoration to communal areas, usually every seven years).

## **Common parts**

The parts of the building which you share with other residents in the building. For example, entrance hall and staircases.

## **Covenants**

A legally binding promise

## **Demised premises**

The part of the building that has been sold to you and is your responsibility.

## **Exceptions**

Any part of the land which is excluded from the sale and retained by the landlord.

## **Reservations**

Rights the Landlord keeps over your home.

## **Landlord or Lessor**

LiveWest as the owner of the land and building, usually entitled to receive rent (if applicable), ground rent and service charges.

## **Leaseholder, Tenant or Lessee**

The person who owns the lease and has the right to live in the property.

## **The Law**

There are several laws and Acts of Parliament protecting your rights as a leaseholder. If you are not sure about your rights, a solicitor can advise you or you can contact Citizens Advice Bureau. The main legislation that covers shared owners is:

- Housing Act 1985
- Landlord and Tenant Acts 1985 and 1987
- Housing and Planning Act 1986
- Housing Act 1988
- Leasehold Reform Housing and Urban Development Act 1993
- Housing Act 1996
- Commonhold and Leasehold Reform Act 2002
- Service Charges (Consultation Requirements) (England) Regulations 2003
- Housing Act 2004
- Housing and Regeneration Act 2008

# 1. Introduction to this handbook



This handbook has been produced specifically for shared owners and has been recommended and reviewed by the Shared Ownership Virtual Panel (SOVP). This handbook aims to answer the most common questions that you may have. We aim to provide all relevant information to you, whether it is related to service charges, rent, or repairs and improvements, at the right time and in the right way.

This handbook provides general guidance and explanations. It is not intended to provide legal advice so it should be read in conjunction with your lease.

If you can't find the answer to your question in this handbook and require further information, please contact us for assistance. Contact details can be found at section 19 of this handbook but you can also find out

who your Homeownership Officer is **online** by inputting your postcode and selecting the 'I own my own home' option. This handbook is intended to be interactive, and we may update or add information to this handbook. Updates will be available through our **website**. Alternatively, hard copies may be requested.

We hope you will find this handbook useful.

## **Accessibility**

If you require a hard copy of this handbook, please contact us via email at [homeowner@livewest.co.uk](mailto:homeowner@livewest.co.uk). For more information about the accessibility of our website and the information we send you, please visit our **webpage**.



## 2. Introduction to LiveWest



At LiveWest, we believe in a home for everyone. We own and manage over 39,000 homes across the South West, from Cornwall to Gloucestershire. We have ambitious plans to invest more than £1bn in the South West economy and to build 7,000 new homes in the region over the next five years.

This is part of LiveWest taking huge steps towards alleviating the region's housing shortage, in an area of high housing need as well as high house prices which makes accessing housing particularly challenging for many families.

We offer homes for affordable rent and shared ownership sale. We also build homes for private sale, to generate profits which we then use to provide and build more affordable homes.

We were formed in March 2018 through the merger of Knightstone Housing and DCH, and since then we have built on the best of both organisations. We have offices in Exeter, Tolvaddon and Weston-super-Mare. Combined with touchdown points for our many mobile workers, our aim is to offer a contemporary working environment with an emphasis on building a shared culture.

We are a member of Homes for the South West, a group of the largest developing housing associations in the South West, making the case for investment in our region.

If you would like to find out more about LiveWest such as our performance or group structure, please visit our website [here](#).

# 3. Equality of treatment

Equality issues affect every area of our work. All members of the local communities where we work - residents, suppliers, staff and committee members - have a right to be treated with fairness and equality.

No one applying for housing, a job or for contracts with LiveWest will be treated less favourably than any other person or group because of their sex, racial or ethnic origin, colour, religion, disability, marital status, sexuality or age.

## To help achieve this, we will:

- Try through our policies, procedures and working practices to provide equality of opportunity regardless of anyone's sex, racial or ethnic origin, colour, religion, disability, marital status, sexuality or age
- Provide equality training for all of our staff
- Set targets in key areas and measure our progress against them
- Keep records of the sex, ethnic origin and disabilities of people who apply to us for jobs or housing
- Make sure that people who work with us, such as contractors, are aware of our commitment to equality and are willing to adopt the same principles
- Take account of equal opportunities issues when we make decisions about changes to our services or employment practices
- Act when we consider that a member of staff, a customer or someone who works with us has acted in a way which has caused unlawful discrimination or harassment
- Investigate and respond whenever anyone thinks we have not complied with our own procedures and have failed to provide an equal opportunity

To find out more about our Equality, Diversity and Inclusion strategy and to read our policy, please visit our [website](#).

# 4. Shared Ownership

## 4.1. What is Shared Ownership?

Shared Ownership is a government scheme that aims to make it easier for buyers to get on the property ladder through part owning/part renting. Essentially, the buyer pays a mortgage on the percentage of the property that they own and pays rent on the remaining share which LiveWest retain.

This means that the deposit shared owners put down tends to be a lot lower than it would be if they were to purchase the entire property outright. This has made Shared Ownership a popular choice for those that are struggling to save large enough house deposit or have been priced out from buying in expensive areas.

Over time, the buyer has the option to increase their ownership stake in the property by purchasing further shares through a process known as 'Staircasing'. Most shared owners have the option to purchase 100% meaning

you could own the property outright, and not have to pay rent. Some leases restrict staircasing to 80% if the property is located in a Designated Protected Area (DPA). However, this is rare, and should this be the case, this will be made clear to the purchaser before the sale is agreed. The reason some leases restrict staircasing in DPA's is to ensure the property remains shared ownership and therefore affordable, in perpetuity.

Shared Ownership properties are leasehold. This means that whilst you own a share of the property, you do not own any of the land on which it was built. Owning a leasehold property is also set for a defined period. Most shared ownership leases were granted for an initial term of 99 or 125 years. To find out more about lease terms and how to extend your lease, please see sections 5 (your lease) and 6 (lease term).



A key feature of shared ownership has always been the ‘full self-repairing’ lease. This means that shared owners are fully responsible for the maintenance, upkeep and repair of the demised premises and the costs associated with this.

As LiveWest retain a share of equity in the property, LiveWest remain the

freeholder until the shared owner acquires 100% (either themselves or via a process known as back-to-back staircasing). If a shared owner purchases 100% of a house, they will become the freeholder (meaning they own both the property and the land it sits on). If a shared owner purchases 100% of a flat, the property will remain leasehold.

## 4.2. What is Shared Ownership rent?

Shared ownership rent must not exceed more than 3% of the capital value of the unsold equity (the share retained by LiveWest) at the point of initial sale. The government allows for shared ownership rent to be increased annually by the percentage stipulated in the lease (current leases limit this to 0.5%) plus Retail Price Index.

We have also taken steps to limit the standard shared ownership rent increase by removing the percentage increase above and beyond the Retail Price Index (RPI). This means that no percentage increase will be applied and rent increases will be limited to RPI only.

Rent can often be misunderstood because shared owners are responsible for repairing and maintaining their home (regardless of the share owned). The monthly shared ownership rent payment is intended to cover LiveWest’s costs of retaining our percentage and financing the portion of the property the customer has not paid for.

Shared owners should bear in mind that they may still be paying rent (which increases every year) once their mortgage has been paid unless they staircase to 100% ownership.



### 4.3. What is staircasing?

Staircasing is the process of purchasing further shares in your home. We want to make buying more shares as straightforward as we can, so we are also offering an incentive to our customers on all completions which take place before 31 March 2023. We will:

- Waive our £300 administration fee
- Offer £300 cash-back on completion
- And, where the Freehold is being purchased (houses only), we will pay the £300 fee to our solicitors to have the Freehold transfer drafted (this does not apply in all cases).

You can find out more about buying further shares on our [website](#). The more equity (shares) you own, the less rent you pay.

### 4.4. What is back-to-back staircasing?

‘Back-to-back staircasing’ in its simplest terms means that LiveWest sell you the remaining equity in the property and you sell it to the incoming purchaser. The money for the additional equity purchase comes from the buyer of your property and on completion they will own 100% of the property. At this point, the property ceases to be shared ownership. The relationship with LiveWest may come to an end as long as there is no service charge relationship e.g., grounds maintenance if there are communal areas owned and managed by LiveWest or a service charge for an apartment block LiveWest own and manage.

# 5. Your lease

In this section we explain the most important parts of your lease and outline the responsibilities and obligations you have as the leaseholder, and we have as your landlord.

Your lease is the legal agreement between you and LiveWest (in most leases this states either “the Landlord” or “the Lessor”). In most cases, LiveWest owns the freehold of the land on which your property stands but in some cases, LiveWest may not own the freehold and will be subject to a ‘Headlease’ (also known as a superior lease). We will normally describe you as the “Leaseholder” or “Lessee”. In some leases you may be described as “the Tenant”.

Your lease will normally, but not

always, run for a period of either 99 or 125 years from the date the property was first bought from the Landlord. The exception to this is when LiveWest only owns a lease itself and can only offer a sublease for a shorter period, or if the leaseholder has had an extension to the original lease. The plan attached to your lease shows the boundaries of your property.

On completion of your purchase, your solicitor will have explained how your lease works and should have given you a copy. We strongly recommend you take the time to read it carefully and keep it in a safe place. This handbook explains many of the conditions of the lease, but if you have any questions, please contact us or take independent advice from the Citizens Advice Bureau or a solicitor.

## 5.1. Main conditions of the lease

You must use your home as a private dwelling only (Airbnb’s and holiday lets are not allowed under any circumstances), keep the property in good repair and do not cause a nuisance to other residents. You must also make regular payments to cover the costs that we incur on your behalf. The frequency of these payments will be set out in your lease, but will usually be monthly. This includes rent, buildings insurance and in some cases, the cost of providing services. Your lease is the contract between you and LiveWest and includes all relevant information around staircasing provisions, obligation to pay rent, the rent calculation formula, service charge provisions and more. This handbook should be read in conjunction with your lease as the lease will always take precedence.

## 5.2. Your obligations

The most common terms are set out below. These may vary slightly from lease to lease.

### **You must:**

- Pay all service charges including buildings insurance
- Pay any rent
- Pay administration or management fees specified in the lease
- Pay interest on all arrears at the rate set out in your lease, usually 4% above the lessor's landlord's bank base rate
- Keep the property in good repair and condition (including fixtures and fittings)
- Allow us access to the property, if requested
- Make good any defects or disrepair that we inform you of within the time limit set out either in your lease or our notification
- Allow us access to carry out any inspections or works that we have to do under the terms of the lease that we may deem necessary
- Give us a copy of any notice affecting the property within one month of the date of the notice
- Let other leaseholders enter your property to carry out any maintenance or repairs that are necessary. This access should be arranged with reasonable

notice, causing the minimum of disturbance. Any damage caused by the other leaseholder should be made good by them

- Use the property as a private dwelling only
- Provide your own contents insurance
- Pay for and arrange an annual gas inspection, boiler servicing and other health and safety checks
- Contribute to major works such as roof replacement, new windows or doors (if you live in an apartment block)

### **You must not:**

- Make any structural alterations or additions to the property without first getting our written consent
- Disconnect the property from any communal heating system, without first getting our written consent
- Cause a nuisance to other residents, neighbours or LiveWest
- Sublet your property (permission can be granted in exceptional circumstances for a limited period)
- Do anything which would cause the property to be rendered void or uninhabitable
- Leave the property unoccupied for a period of three months or more as this will render the buildings insurance void

### 5.3. Our responsibilities

LiveWest (or the relevant Freeholder) must:

- Maintain and repair the structure and exterior of the building (if the property is a flat), including communal drains, gutters and external pipes. Please note that if you own a house, you are responsible for the structure of your home.
- Keep in repair the “common parts”. These are communal areas which may include staircases, entrances and grounds.
- Maintain (at a reasonable level) any services set out in the lease and to keep in repair any related machinery or installations connected with those services
- Insure the building (shared ownership flats and houses)
- Carry out Section 20 consultation if we intend on recovering costs for major works or providing services (for more information, please see the dedicated Section 20 section)
- Pass on reasonable costs incurred by us in respect of these obligations via a service charge, sinking fund or invoice on demand (if allowed under the lease)

### 5.4. Actions for which you need our consent

In most cases you have the same rights and responsibilities as any homeowner. Some activities are not permitted. For example, if you live in a block of flats, you can't use the car park to carry out major repairs to vehicles. In other circumstances you may need our written consent. For example, if you wish to:

- Keep a pet or animals at your home
- Make changes or improvements to your home
- Use your home as security for a loan
- Sublet your home

The lease gives full details of activities that are not permitted and activities you need permission for. These restrictions are intended to protect you and your neighbours from nuisance or annoyance, and to make sure the buildings insurance remains valid and to protect our interest in the property.

There may also be conditions that we entered into when we purchased the land or property. You have to keep to conditions outlined in any headlease or freehold transfer too.





## 5.5. Using your share of the property as security for loans

If you are a shared owner and you wish to borrow money, the lender may want to use your share of the property as security. If you fail to repay the loan, they can then get their money back by requiring you to sell. You must get our written agreement before agreeing to borrow money on this basis.

## 5.6. Remortgages and transfers

At some stage during your ownership, you may want to make changes to your mortgage, such as changing your lender or taking out extra borrowing on your existing mortgage. As we have a financial interest in your home, it is important that we agree to any changes to your mortgage. Due to strict guidelines, we will only be able to consent to additional borrowing for the following reasons:

- To enable the purchase of additional shares
- To comply with your obligations in your shared ownership lease, such as carrying out essential repairs
- To allow one leaseholder to buy out another leaseholder's interest

During your ownership, you may wish to transfer the legal ownership of your home, such as in the event of a marriage or separation. Due to our financial interest in your home, our consent will be required.

For more information about remortgages and transfers, please visit our [website](#) or contact the Homeownership Team.

## 5.7. Responsibility for repairs

As a shared owner, you will be responsible for all repairs and maintenance to your property which fall outside of your build warranty (if you purchased a New Build Property from LiveWest). This means that as a shared owner you are 100% liable for all repairs, maintenance and upkeep of the demised property regardless of the percentage share you own. LiveWest do not contribute towards repairs and maintenance. However, LiveWest (or the relevant freeholder) are responsible for any communal areas not adopted by the Local Authority (such as providing grounds maintenance) or the structure of blocks of flats and internal communal areas (such as providing cleaning, cyclical redecorations, fire alarm testing etc.) The cost of providing such services to your scheme or block are service chargeable.

### To summarise:

- The leasehold ownership of a flat usually relates to everything within the four walls of the flat, including floorboards and plaster to walls and ceiling, but does not usually include the external or structural walls.
- The structure and common parts of the building and the land it stands on are usually owned by the freeholder, who is also the landlord. The freeholder is responsible for the maintenance and repair of the building. The costs for doing so are recoverable through the service charges and billed to the leaseholders.
- A leasehold ownership of a house (all shared ownership houses are leasehold until/if final staircasing is achieved) usually relates to the whole building both internal and external including any gardens and driveways. A shared owner who owns a house is responsible for the repair and maintenance of the whole building.

Typically, flats will have a larger service charge due to the number of additional services required such as cleaning, day to day repairs, communal electricity etc. Shared owners are also obligated to contribute towards works to the building such as major works (e.g., roof, window and door replacement) and cyclical redecorations. Most leases allow for a sinking fund (sometimes referred to as a reserve fund) to be set up to assist with the cost of major works and cyclical redecorations. Some house owners also need to contribute to a sinking fund, but this is rare and will only be required if there's external communal parts which the landlord is obligated to repair and maintain e.g, a communal forecourt, play area or parking spaces.



## 5.8. Service charge and other costs

Your lease will outline any services LiveWest, as your landlord, is obligated to provide and you are liable to contribute towards. If there are no communal areas LiveWest (or another Freeholder/Management Company) is liable to maintain, the typical cost to shared owners would be rent, buildings insurance and possibly a management fee (depending on the lease). For more information, please refer to the buildings insurance and service charge sections (10 and 11).

## 5.9. Right of entry

If you live in a flat, we, and our appointed representatives and contractors, have a right of entry under the terms of the lease. This is to allow works or inspections to be carried out. This right will be exercised reasonably, and we will agree a time with the leaseholder beforehand. The only exception to this is when there is a need to deal with an emergency. If we need to carry out works in the property, we will try to cause the minimum of disturbance and any damage caused will be made good.

This right of entry also applies to other residents who have to carry out works in the property. This should cause a minimum of disturbance and any damage caused should be made good.

# 6. The lease term

In order to understand a shared ownership lease, it is important to underline the principles of leasehold. Leasehold ownership is essentially a long tenancy, the right to occupation and use of the property for a long period – this is the ‘term’ of the lease. This is usually for 99 or 125 years, and the property can be sold during the term.

The lease term is fixed at the beginning and clearly defined in the lease. Leases decrease in length year by year and would diminish over time until the eventual expiry of the lease, when the property returns to the landlord (although this is subject to some

rights to remain as a tenant in certain circumstances). In practice, this rarely happens because it is possible for leaseholders to extend their lease.

While shared owners do not currently have a statutory right to extend their lease, LiveWest offer shared owners the ability to do so on a voluntary basis. The voluntary lease extension route mirrors that of the statutory process (governed by The Leasehold Reform, Housing and Urban Development Act 1993) but is often less costly. LiveWest has also removed our admin fee for processing lease extensions for shared owners.

## 6.1. Marriage Value

It is important to be aware of the lease term because the costs associated with extending a lease increase when the term is 80 years or less (and we are typically seeing mortgage lenders express concern when the lease has around 85 years left to run). This is because if the remaining term of the lease is 80 years or less, ‘marriage value’ will be applied. The marriage value is the possible increase in the value of the property arising from the new lease. The Leasehold Reform, Housing and Urban Development Act states that the marriage value should be shared equally between leaseholder/shared owners and the landlord.

For this reason, it is strongly recommended that leases are extended while the lease has more than 80 years left to run. For example, if the start date of the lease was 1 January 2015 with a term of 125 years, marriage value will be applicable from 1 January 2060 (which is 45 years from the start date of the lease by which point, there will be a term of 80 years remaining on the lease).

The term of the lease usually only becomes a factor if you need to remortgage/raise finances or sell the property. If a lease extension is needed in order to sell your home, it is usually possible to negotiate with the prospective buyer and reach an agreement whereby they pay some or all of the costs associated with extending the lease.

## 6.2. Extending your lease

The law surrounding lease extensions and leasehold matters can be complicated and we strongly recommend you seek independent legal advice. The process of extending your lease is listed below and we have a dedicated Homeownership team available to assist you every step of the way:

The lease can be extended by 90 years. For example: if your lease was granted for 125 years but 40 years have gone by since it was granted, you will have an “unexpired term” of 85 years. Extending your lease will bring it to 175 years unexpired. It is very unlikely your shared ownership lease will include the obligation to pay ground rent. However, if it does, no ground rent will be payable once the lease is extended.



### 6.3. Where to get advice

The Leasehold Advisory Service (Lease) is an independent body and provide free advice on residential leasehold law. Lease has a wealth of information for leaseholders on their [website](#) including a lease extension calculator to give you an idea of the typical costs involved to extend your lease, you can find the calculator [here](#). Please note, this is guidance only and provides a general estimate of the premium for a lease extension. If you are not sure what your lease term is, check your lease or contact the Homeownership team.

### 6.4. Proposed government reforms

You also need to be aware of potential changes to legislation around lease extensions which will be beneficial for leaseholders. On 7 January 2021, the Housing Secretary announced the following proposals:

- The right for current leasehold homeowners to extend their existing lease by 990 years and reduce their ground rent to zero
- A proposed online calculator to provide a standardised valuation for a leaseholder to extend their lease

It is not clear whether marriage value will be abolished or replaced by a different calculation or a calculation which starts from a different threshold.

On the face of it, the proposals seem positive. The ability for leaseholders to extend their leases by up to 990 years, and a standardised valuation will be welcomed by leaseholders.

These are only proposals at this stage and until the legislation is scrutinised there are still a lot of unanswered questions. LiveWest has sought legal advice and we have been advised not to make any changes to the current voluntary or statutory lease extension process until proposed reforms become law.

Currently, it is not known how long it is likely to take until such proposed changes become law. We recommend that if you are considering extending your lease prior to this potential legislation becoming law, that you seek legal advice. LiveWest cannot give advice about when it may be best to extend your lease or whether it will be beneficial to wait for changes in legislation.

# 7. Alterations and improvements

As a shared owner, you do not own the freehold of your home and need to seek permission from LiveWest for some alterations and improvements. Most shared ownership leases prevent any structural alterations but in exceptional circumstances, we may be able to grant consent if you own a house. No structural alterations will be permitted if you own a flat (unless the lease contains a discretionary clause allowing certain structural alterations with the landlord's prior written consent- A Building Surveyor will always need to be involved in such requests).

Customers should note that improvements may make the property easier to sell but shared owners should bear in mind that the cost of improvements is not always reflected by a similar increase in property value. As a shared owner, if you decide to sell your share, you can only sell your home based on your current percentage share and current market value.

Before a shared owner considers requesting permission for improvements and alterations, they should consider the following points carefully:

- Consider whether it would be more financially viable to sell the property or staircase to 100%.
- Be mindful that on share resales, the valuation includes improvements the customer has made which might increase the value of the property. While the value of the customer's share would increase, so does the share retained by LiveWest:
  - Example: if the customer improvements and alterations increase the value by £20,000 and the value of the property is now £220,000, a customer owning 50% would receive £110,000.
- If customers decide to staircase to 100%, LiveWest will disregard any improvements when valuing the property. This is so the customer does not effectively pay for the improvements twice.
- Please bear in mind that the cost of improvements is not always reflected by a similar increase in property value.

For more information about what alterations and improvements can be considered and works which do not require any permission, you can find our policy here:

- Click [here](#) for our Policy
- Click [here](#) for our Webpage
- Click [here](#) for our online form.

# 8. Living with your neighbours

Everyone should be able to live peacefully in their homes. We expect people to show consideration and reasonable tolerance towards their neighbours. If there is a dispute with your neighbour, try to solve the problems between you in a friendly way first. Problems are rarely caused deliberately, and people are often happy to put matters right. If this does not work, please report the dispute to us. If there is evidence of persistent nuisance you can report this to us online. You can view our Anti-Social Behaviour (ASB) policy online.

## 8.1. Anti-Social Behaviour

We recognise that Anti-Social Behaviour (ASB) can have a significant impact on the lives of our residents, does not always just affect those who are directly involved in the situation and can have a disruptive effect on communities. We take ASB seriously and are committed to taking proportionate action, using the powers available to us as a landlord where we consider that they will resolve an issue.

However, we believe that this responsibility is shared by our residents and other agencies and in many cases, it may not be appropriate for LiveWest to intervene or take the lead. We know that this may be challenging however, we believe that it is important that complainants and victims of ASB are clear about both the circumstances in which we can intervene and the sanctions available to us. We will not raise expectations that we can take action where we cannot do so or where

primary responsibility and powers lie elsewhere.

When the ASB relates to suspected criminal activity, we will expect customers to report this to the police so that they can take appropriate steps to investigate.

- You can view our Anti-Social Behaviour & Hate Crime Policy online [here](#).
- You can report anti-social behaviour via our [website](#) too.





# 9. Living in your home

We aim to keep you informed and provide opportunities for shared owners to get involved. If you cannot find the information you need in your lease or this handbook, please contact us. Our contact details are in section 19 at the end of this handbook

In this section, you will find some useful information about living in your home.

## 9.1. Running a business from home

You can use your home address to receive business post, but it may be against the terms of your lease to run any trade or business from your property. If you want to do this, please contact us to discuss first. In some circumstances, depending on the nature of the business, we may be able to give you permission. If you want to request permission, please contact us. If we do provide permission for you to run a business from home, we do not charge an admin fee.





## 9.2. Subletting

Shared ownership leases do not allow subletting and if you are a shared owner you are required to live in your home as your main residence. This is because the shared ownership scheme is a government funded scheme which is intended to help people into homeownership.

However, in very exceptional circumstances we may be able to give permission to sublet for a limited period. You will need to speak to us to discuss your specific reasons for wanting to sublet. It may be that you will need to consider selling your home if you want to live somewhere else. If we do consider that you have an exceptional reason to sublet, it will be subject to certain conditions. For more information, please visit our [website](#). Please note that subletting will make you a landlord with all the encumbrances and associated obligations. You will need to use a

reputable letting agent to vet your tenants and to carry out the Right to Rent check as required by the Immigration Act 2014. You will also need to use a letting agent to manage the tenancy. You will need to let the property on a six-month fixed term Assured Shorthold Tenancy and the rent payable must not be more than the cost of your monthly mortgage, rent and service charge payments. We will agree to an addition of up to 15% on top of this to cover letting agent fees.

Under no circumstances can your home be used for any purpose other than a private dwelling house. This means you cannot use your home as a holiday let or Airbnb. If evidence of this is found, this is a breach of the lease, and we will take legal action (and our reasonable costs of doing so can be recovered).

### **9.3. Taking in lodgers**

While you cannot part with the whole or part of the property, you can take in a lodger if you wish, provided you also live in the property. Be careful about the agreement you make with your lodger, or you may find you have given them legal rights to stay in your home and you may not be able to get them to leave easily. You must not create a tenancy agreement. Please also remember that payments from a lodger may affect your entitlement to benefits. Get independent advice first from a Citizens Advice Bureau or a housing advice centre.

### **9.4. Keeping pets/ animals**

You are required to get our written consent before keeping an animal, bird or reptile. If you own a house, we will normally be able to give permission. However, if you live in a flat, we do not usually allow dogs, cats or other large animals. We will always be guided by the lease and any specified terms (not all leases include a pet clause particularly more modern leases). If your lease is silent regarding pets, you do not need our written permission. However, we can still take enforcement action should your animals or pets cause a nuisance.

We will never refuse consent to keep a guide dog or hearing dog even if the lease does not allow pets, we can grant consent for guide dogs as they are considered to be an aid as opposed to a pet. You will still need our written permission to keep a guide dog. All pet permissions are free of charge.

### **9.5. Parking and vehicle repairs**

Please park cars in the areas designated for parking and not on landscaped areas. Shared or common car parks are normally intended for licensed, roadworthy, private cars only. Due to limited space, you are not permitted to park caravans, boats, commercial vehicles (other than light delivery vans) or similar large vehicles on the property. When you bought your home, you will have been made aware what (if any) parking space(s)/garage you have bought or been allocated for your use.

Please note for some of our schemes, 'resident only' parking restrictions apply and parking enforcement companies may operate and monitor parking. In these situations, residents will be issued with parking permits. Car parks, car spaces and garages must not be used for major repair work to vehicles, because this can cause nuisance and danger to other residents.

Customers should be mindful that most roads are adopted by the Local Authority and LiveWest has no powers of enforcement.

## **9.6. Disposal of refuse**

Litter spoils the appearance of your neighbourhood, so please help by making sure rubbish is disposed of properly. For example, tie up your refuse sacks, put them out on the right day and do not leave them out longer than necessary. If your lease permits you to use a communal bin store, these should be kept clean and tidy as any maintenance costs are service chargeable.

If you need to dispose of large items, contact the local council. Most councils will arrange for the collection and safe disposal of household goods, such as, beds, cookers, fridges and washing machines.

Please be aware, should we have to remove any rubbish left in communal areas, we will, where possible, add the costs for doing so to residents' service charges.

## **9.7. Contents insurance**

We arrange your buildings insurance (see the 'buildings insurance' section 10), but this does not cover your personal possessions. We strongly advise you to take out contents insurance to cover for loss, or damage, to your belongings.

## **9.8. Avoiding condensation problems**

Condensation can cause mould, which can damage your clothes, bedding, floor coverings, decorations and property. It occurs when warm moist air or steam hits cold surfaces, such as, windows and walls. This often happens when you are cooking, bathing or washing and drying clothes.

To reduce or prevent condensation:

- Leave background heating on during cold weather
- Make sure all rooms and cupboards have adequate ventilation
- Open the windows slightly if they mist up
- When cooking, bathing, washing or drying clothes, keep the room door shut and open the window a little
- Make sure air bricks and vents in outside walls are not blocked
- Wipe down any mould with an appropriate cleaning solution, for example, bleach or a fungicide



## 9.9. Frost precautions

If water freezes in pipes or cisterns, it can cause serious damage. Before winter sets in, check all pipes and water tanks in the roof, or outside, are lagged. If you are concerned about communal areas, please contact us. If you are away for a short period, keep your home heated if you can, and ideally, arrange for someone to come in and check your home.

## 9.10. Gas safety

It is a condition in leases that you make arrangements for any gas fired heating appliances to be serviced once a year by a registered heating engineer. LiveWest can request copies of certificates.

## 9.11. Shared Ownership news

We will regularly update you with news if you would like to receive such information. We circulate a quarterly newsletter tailored to shared ownership customers. The shared ownership newsletter aims to keep you informed on matters of interest. You are welcome to contribute your ideas and suggestions by getting in touch with our Resident Engagement team (see more in the 'Getting involved' section 16).



## **9.12. Annual report and accounts**

Every year, we produce an annual report and accounts. We also publish annual statistics on how we have performed in important areas of our work. For example, our annual report and financial publications highlight our successes over the last financial year and set out how we plan to grow and provide the best services for our customers. You can find out more online [here](#).

## **9.13. Consultation on matters that affect you**

We will fully consult you about any proposals that directly affect you, your home or your estate. If we are obligated to provide services or carry out works at your development, we also have a statutory duty to consult you about such works or services if we intend on recovering costs over a certain amount. You can find out more about Section 20 Consultation in section 13 below.

## **9.14. Administration fees**

There are some services which require an administration fee such as responding to Leasehold Property Enquiries, processing deeds and approving mortgages etc. A full list of administration charges is available on our [website](#).

# 10. Buildings Insurance

## 10.1. Freeholder's obligation to insure the building

Under the terms of your lease, we are responsible for buildings insurance (if we are the freeholder). Sometimes buildings insurance is provided by someone else if we do not own the building, and there are a small number of freeholders who have a contract with us to provide insurance for their homes. If you are unsure whether we insure your home or not, get in touch and we can tell you.

We arrange insurance to cover loss or damage to the building, drains, pipes, cables, drives, footpaths, garden walls, and communal fixtures and fittings. We also provide public liability insurance to cover external common parts. As a shared owner, you are responsible for contributing towards buildings insurance and have the right to make a claim (an excess is payable).

You must not do anything which renders the buildings insurance void. A copy of the up-to-date summary document of the buildings insurance policy can be found on our [website](#).

## 10.2. Contents insurance

You should arrange your own insurance to cover your contents and personal possessions within your home. It is your responsibility to make sure that your contents insurance is adequate for your needs. We have teamed up with Thistle Tenant Risks, and Ageas Insurance Limited who provide the My Home Contents Insurance Scheme, a specialist Tenants Contents Insurance policy. The My Home Contents Insurance Scheme can offer you insurance for the contents of your home including cover for items such as furniture, carpets, curtains, clothes, bedding, electrical items, pictures and ornaments. Thistle has confirmed that it can also offer its home contents insurance to shared ownership customers. You can find out more on our website [here](#).

### 10.3. Paying for buildings insurance

You pay for your share of buildings insurance (including Insurance Premium Tax) in your monthly charges. The costs of arranging and administering the insurance are covered from the flat rate management fee that you may pay as part of your service charge. The amount your home is insured for covers the cost of rebuilding your property as new.

### 10.4. Public liability insurance

This covers all external common areas, for example communal car parks, grassed areas, private roads and playgrounds. We make sure this insurance is in place.

### 10.5. Making a claim

Please visit our [website](#) to find out:

- how to make a claim on the building insurance
- who the provider is
- what excess is payable.

If there is any damage to the communal areas for which LiveWest has a responsibility, please contact us and we will deal with any claims.





# 11. The annual service charge and other payments

Your annual service charge may include the following elements:

- Rent
- Building sinking fund contributions
- Day to day repairs
- Management costs (if applicable)
- Ground rent (if applicable)

These are explained below.

## 11.1. Service Charges

If we provide shared services, such as cleaning and lighting to common areas or maintaining the grounds of shared gardens, you will be asked to pay a service charge. This total cost is divided into individual contributions payable by each homeowner. The terms of your lease will detail what costs will be included.

If you own a flat, the service charge will also include your contribution to the cost of maintaining the structure of the building and keeping common areas, such as halls and stairways, in good repair.

The service charge is normally collected monthly with your other payments. We set the charge by estimating the total cost of providing

the services over a twelve-month period. If charges are too low to cover costs, we normally recover the shortfall through the next year's charge. If we are left with a surplus at the end of the year, we offset this against the new charge.

The lease may allow us to share out the total cost to leaseholders by any method that we consider reasonable; this is supported by legislation that requires landlords to set charges in a reasonable manner. Alternatively, the lease may specify a particular method of charging, for example dividing the charge by the number of flats (and houses) in a block (or estate). Your lease sets out how we apportion charges. Sometimes, there will be more than one calculation set out, because there may be other blocks of flats and, in some cases houses that will also have to contribute to services or repairs carried out on your behalf.

Service charges can be billed for in advance. Leases usually state that this will be done monthly. We will also accept weekly or annual payments. We send a statement to you once a year to show the estimated costs for the forthcoming year.

## 11.2. What is included in the service charge?

Although the lease will set out what is or can be included in the service charge, below are details of some of the most common service charge items:

- Lifts - The total annual cost of repairs, maintenance, insurance
- Cleaning and upkeep - The cost of providing a cleaning service
- Door entry systems - This is the cost of maintaining and replacing a door entry system and will vary according to the type of installation in your block
- TV aerial - The cost of providing a communal TV installation to the block, including replacement and electricity
- Estate roads, drains, street lighting, storm water and sewage pumping stations - The charge covers repairs, maintenance, replacement and power supply. This only applies to roads and installations that are private (meaning they have not been adopted by the local authority)
- Garden/landscaping maintenance - This is the cost of the contract and other work needed to maintain communal landscaping, car parking, road sweeping and removal of refuse on an estate
- Central heating/hot water - This only applies where heating and hot water are supplied from a central boiler (which is shared or capable of serving more than one property). Costs will include a contribution to the actual heating and hot water costs for your own flat and any heating or hot water provided to common parts
- Building insurance - Where we are required under the terms of the lease or freehold documentation to insure your building and review the charge annually
- Window cleaning - Where provided, this will be for the cleaning of windows located in the common parts

## 11.3. Day-to-day repairs

These relate to the costs of carrying out minor repair works to communal areas and the main structure.



## **11.4. Building sinking funds**

On some of our schemes we have set up a building sinking fund (also known as a reserve fund), or savings fund. This helps us to spread the cost of large items over several years. Monies paid into this fund accumulate for future communal maintenance, repairs and improvements, such as external redecoration and the replacement of equipment rather than presenting you with a large bill in the year the work is done. Interest earned on the sinking fund is shown in the annual accounts and remains in the fund.

## **11.5. Management costs**

Depending on the terms of your lease, we charge this in three parts:

- A flat rate management fee
- An administration charge, based on percentage of the cost of repairs/works actually carried out
- Additional services not covered by the management fee or administration charge

The management fee covers administering the service charge account, including production of service charge statements and production of annual accounts. It also covers general office administration, arranging buildings insurance and cost of public liability insurance, dealing with day-to-day enquiries, managing estates, and consulting you.

The administration charge is usually a fixed percentage added to other service charge items. It covers the costs of our Maintenance team, Asset Management team and other departments administering the works for you.

## **11.6. Tax**

VAT is not chargeable on the management fee or on our administration charge. We have to pay VAT on all repair and maintenance work, other services provided by contractors, materials and related expenses. Insurance Premium Tax is payable on all insurance premiums. Corporation Tax has to be paid on interest paid on monies held in the building sinking fund.



## 11.7. Rent

Shared owners pay a monthly rent to us. Your rent covers the loan repayment that we have to make on the share of the property you have not bought. Your rent is assessed on an annual basis and usually rises in line with the Retail Price Index.

We have aligned our process, so all shared ownership rent increases take place in April. We give you at least one month's notice of any change. For further details, see your lease.

If you bought your shared ownership home before 15 January 1989, your rent is set by the Rent Officer Service. We cannot charge you more rent than the amount the Rent Officer fixes, and we can only ask the Rent Officer to review your rent every two years.

## More information

For more information about what you can expect to receive from us, you can have a look at our website:

- Click [here](#) for more information about Service Charges
- Click [here](#) for more information about our Rent and Service Charges.



## 12. New Build Homes (Defect period)

If you bought a brand-new home, faults or defects occurring in the first 12 months of a new building are the responsibility of the builder. This is called the “defects period”. The 12 months start from the date the homes were completed, and not on the date you bought your home (so your defect period may be less than 12 months). If you have bought a brand-new home, keep a list of any items that you consider need attention. Normally, we or the builder will inspect the property at the end of the defects period to agree the items that need attention, including those on your list. These will be put right in the weeks following the inspection.

If the repair is urgent, such as leaking pipes, a toilet that will not flush or a heating system that does not work, please report the repair immediately to us. Please refer to contact details at the back of this handbook.

The contractor will usually contact you to arrange a time to call. Please keep to any appointments made- a wasted call can be costly and we reserve the right to recharge customers for a missed appointment.

At the end of the defects period, the builder will cease to be responsible for repairs. If you bought a new home from us or from a builder, it will usually have a 10-year National House-Building Council Certificate (NHBC) warranty or other new build warranty (such as Premier Guarantee). Major defects occurring after the Defects Liability Period may be covered by this guarantee, if you have any problems, please contact us. You will also have been provided with a New Homes User Guide which will contain specific information about your home and tips on looking after a new build property.

# 13. Section 20 Consultation

The phrase “Section 20 consultation” relates to the law in this area: Section 20 of the Landlord and Tenant Act 1985 first introduced the requirement on landlords to consult their leaseholders and tenants who pay variable service charges about works and agreements. The Commonhold and Leasehold Reform Act (CLRA) 2002 has introduced new requirements for this statutory consultation. It is worth thinking about Section 20 consultation as having three ‘main’ and two ‘sub’ procedures.

## The Three ‘Main’ Procedures

- Major works procedure
- Qualifying Long-Term agreement (QLTA) procedure
- Major works under a Q.L.T.A.

## The Two ‘Sub’ Procedures

- Major works requiring public notice
- Q.L.T.A. requiring public notice

The law requires landlords like LiveWest to carry out formal consultation in particular circumstances with leaseholders or tenants (who pay a variable service charge) who may be affected by the works or services.

The primary purpose of the legislation is to protect leaseholders and tenants (who pay a variable service charge) from unnecessarily large works or service agreements without prior consultation. The consultation process also enables us to gather residents’ views on LiveWest’s proposals and allow customers an opportunity to scrutinise our proposals and to ask questions.





We need to consult about major works (such as replacing the roof on a block of flats) if the cost is likely to exceed more than £250 per property. If we don't consult or fail to do so properly, the cost must be capped at £250 per property. We also need to consult about services we provide (such as grounds maintenance and buildings insurance) if the cost is likely to exceed more than £100 per property per year. If we don't consult or fail to do so properly, the cost for the service must be capped at £100 per property.

You will also be invited to nominate a contractor who you would like us to obtain an estimate from for the services or major works. This is unless public notice is required. The 2003 Service Charge regulations refer to contracts 'for which public notice is required'. These are contracts where the value involved will be of a level where certain procurement rules apply. If the value is over a certain amount, you cannot nominate a contractor and we must publish contract opportunities on the UK e-notification service called Find a Tender Service.

If you receive a Section 20 notice and you are not sure what to do, just contact us. You can find out more information about Section 20 consultation on the [Leasehold Advisory Website](#).

## 14. Buying further shares in your home

You can purchase more shares in your home and we have a dedicated Sales team to help you every step of the way. Check out our website for more information [here](#).

We have also extended our cashback offer so now might be a good time to explore buying further shares. If have any queries, please contact us via email at [BuyMoreShares@livewest.co.uk](mailto:BuyMoreShares@livewest.co.uk) or call 01392 814637 (option 1).

You can also use our handy [staircasing calculator](#) to get an idea about how your rent will decrease when you buy more shares. You can also request a valuation on our [website](#) to get started.

## 15. Selling your shared ownership home

You can sell your shared ownership whenever you decide to, just get in touch with our Resales team to let us know. The Resales team will check your lease and advise you of the next steps. Our [website](#) has more information and some Frequently Asked Questions.

As a current shared owner, you can sell your home and buy another shared ownership home. We have launched a new website page that lists all our current Resale homes for sale [here](#).

If you have decided that you would like to move on from shared ownership and would like advice on how to sell, have a look at our guide to selling your home [here](#).

For more information on how you can sell your shared ownership home or buy a Resale home, please contact our Resales team via email at [resales@livewest.co.uk](mailto:resales@livewest.co.uk) or calling 01392 814637 (option 2).



# 16. Getting involved



We want to give all our customers the opportunity to understand how our business works and influence how our services are delivered. Take a look at the numerous customer engagement activities you can get involved in on our [website](#), including a dedicated Shared Ownership Virtual Panel (SOVP).

# 17. Support for you



As there is a 'rent' element to shared ownership, you can access help and support from our specialist Tenancy Sustainment team. They can help support you with a range of things such as accessing support, navigating the welfare benefits system if your circumstances have changed and support if you are struggling financially. You can find out more about what support we can offer or who your Income Officer is on our [website](#).

Support is also available via our insurance provider, Zurich. You can access a range of support services including up to five sessions of professional counselling and impartial help and support on a wide range of issues. You can access these support services by contacting Zurich General Insurance Support Services by calling [0800 288 4956](#) (available 24 hours a day, 365 days a year).

If you have any concerns about paying your rent or service, we are here to help. You can find out who your dedicated Income Officer is on our [website](#).

# 18. Customer Compliments, Complaints and Feedback Policy

We try to get things right the first time, and when we do it's great when you let us know. We love receiving positive feedback and that way we can keep it up. And, if we get things wrong, we want to put complaints right as soon as possible, so we need to hear about these things too.

We welcome feedback from our customers as this gives us the chance to improve our services. Whether you have a complaint, compliment or some other feedback you would like to share with us we would like to hear from you. To find out more or to raise a complaint, provide feedback or a compliment online, visit our [website](#) or call 0300 123 8080.

You can find our Customer Compliments, Complaints & Feedback Policy [here](#).





# 19. Contacting us

## Homeownership team

We have a dedicated Homeownership team to help you with any queries. If you are not sure who your homeownership officer is, you can find them and their contact details **online** by putting in your postcode and selecting the 'You own your home' option.

## Customer Services

You can report a communal repair online by visiting our **website**.

You can contact our Customer Services by emailing [enquiries@livewest.co.uk](mailto:enquiries@livewest.co.uk) or calling 0300 123 8080. You can find out more information **online**.

## Income team

You can find out who your dedicated Income Officer is via our **website**, just input your postcode.

## Sales team

You can send our dedicated Sales team an enquiry via our **website**, or give us a call on: 0800 027 9801

## Tenancy Sustainment team

We operate a Tenancy Sustainment duty line between 9am to 5pm, Monday to Friday. Please note the line is closed on bank holidays. If you are experiencing difficulties, you can call for advice.

- West of England and Somerset Duty Line– 01934 526 444
- Devon and Cornwall Duty Line– 01392 302 444

You can also complete an **online self-referral form**.

## Write to us

You can write to your local office:

- Exeter: 1 Wellington Way Exeter, EX5 2FZ
- Tolvaddon: Tolvaddon Business Park Camborne, TR14 0HZ
- Worle: 3 Filers Way, Weston Gateway Weston-super-Mare, BS24 7JP

# 20. Customer portal

Create an account for our customer portal by visiting this [webpage](#). Or if you have already registered, you can login [here](#).



# Shared Owners Frequently Asked Questions

## Q: Do I have to staircase?

**A:** No, you do not have to staircase and there is no pressure to do so. However, you should be mindful that shared ownership rent is payable until/if 100% ownership is achieved which means you could be paying rent after you have paid the mortgage on the share you own. Our sales team often run staircasing offers and you can find more information on our [website](#).

## Q: Can I work from home?

**A:** Yes, you can work from home and no permission is required.

## Q: Can I run a business from my shared ownership?

**A:** Please see section 9.1 of the handbook. It may be against the terms of your lease to run any trade or business from your property. If you want to do this, please contact us to discuss first. Depending on the nature of the business, we may be able to give you permission. If we can provide consent, we do not charge an admin fee.

## Q: Can I sublet my home?

**A:** Please see [section 9.2](#) of the handbook. Shared ownership leases do not allow subletting and shared owners are required to live in the home as their main residence. This is because the shared ownership scheme is a government funded scheme. However, in exceptional circumstances, we can consent to subletting for an agreed period. Please contact us to discuss first as written permission will be required.

### Q: Can I rent out a room/take in a lodger?

**A:** Please see [section 9.3](#) of main handbook. You can take in a lodger if you wish, provided you also live in the property. Be careful about the agreement you make with your lodger, or you may find you have given them legal rights to stay in your home and you may not be able to get them to leave easily. You must not create a tenancy agreement. Please also remember that payments from a lodger may affect your entitlement to benefits. Get independent advice first from a Citizens Advice Bureau or a housing advice centre.

### Q: Could I lose my home if I don't make rent and service charge payments?

**A:** Yes you could, as paying your rent and service charge forms part of your lease, however we would always work with shared owners to ensure that every avenue is explored before this option. If you have any concerns about paying your rent or service, we are here to help. You can find out who your dedicated Income Officer is on our [website](#).

### Q: What support can LiveWest provide if I'm struggling financially?

**A:** As there is a 'rent' element to shared ownership, you can access help and support from our specialist Tenancy Sustainment Team. They can help support you with a range of things such as accessing support, navigating the welfare benefits system if your circumstances have changed and support if you are struggling financially. You can find out more about what support we can offer or who your Income Officer is on our [website](#).

### Q: How is the rent increased and how will I be notified?

**A:** Your rent is assessed on an annual basis and usually rises in line with the Retail Price Index. We increase your rent on the 1st April each year and give you one month's notice of the increase.



## Q: How do I find out more about my service charge?

**A:** Your lease will give you information on what service charge you are obliged to pay. We also provide you with a budget and accounts each year. If you live in a flat you will be responsible to contribute towards the upkeep of communal internal areas. If you live in a house or a flat you could be responsible for the upkeep of external areas. We have a dedicated service charge team who can be contacted via email at [service.charge.team@livewest.co.uk](mailto:service.charge.team@livewest.co.uk) in addition to your Homeownership Officer.

## Q: Can I extend my lease?

**A:** You may be able to extend your lease by an additional 90 years for an agreed cost. To obtain further information about the process and understand all possible implications, please speak with your homeownership officer in the first instance.

## Q: How do I request permission for alterations or improvements?

**A:** Please see section 7 of the handbook which will have links to our policy and the relevant form required to request permission. Permissions for alterations will be guided by the terms of your lease.

## Q: Do I need permission to keep a pet?

**A:** Please see [section 9.4](#) of the handbook. In most cases yes you will need our permission to keep a pet and we will always be guided by your lease.

## Q: How do I sell?

**A:** We have a dedicated Resales team who will be able to assist you through the process of selling your shared ownership home. For more information on how you can sell your shared ownership home or buy a Resale home, please contact our Resales team via email at [resales@livewest.co.uk](mailto:resales@livewest.co.uk) or 01392 814637 (option 2).

## Q: How do I buy more shares?

**A:** We have a dedicated team who will be able to assist you through the process of buying more shares in your home. To find out more information, please contact us via email at [BuyMoreShares@livewest.co.uk](mailto:BuyMoreShares@livewest.co.uk) or call 01392 814637 (choose option 1).

## Q: What happens to my shared ownership property when I die?

**A:** If you hold a lease in a single name or as joint shared owners, the shared ownership lease can be on or sold in line with your will or the law of intestacy (dying without making a will). If you hold a joint lease, the lease automatically passes to the survivor. The terms of the lease still apply, and you are not allowed to sublet the property. If you want to ensure your shared ownership property is managed in the way you want it to be, you should seek independent legal advice. LiveWest are unable to provide legal advice.

## Q: If I staircase to 100% do I automatically become the freeholder and do I have to pay a service charge?

### **A: House**

If you live in a house you will become the freeholder once you staircase to 100%. If you currently pay service charge you will still be liable for service charge once you become a freeholder. These costs are to maintain communal areas, and the obligation will be stated in your transfer. The cost of the service charge may not be payable direct to LiveWest if a management company complete the maintenance of communal areas.

### **Flat**

If you live in a flat you will remain a leaseholder but the shared ownership clauses within the lease will fall away. If you currently pay service charge you will still be liable for service charge once you become a full leaseholder. These costs are to maintain communal areas, and the obligation will be stated in your lease. The cost of the service charge may not be payable direct to LiveWest if a management company complete the maintenance of communal areas. You will also still be responsible for contributing towards the buildings insurance.

## Q: Why do I have sole responsibility for repairs?

**A:** Shared ownership properties are usually leasehold, meaning that shared owners are leaseholders. The lease makes the shared owner the homeowner and they are responsible for all the repairs and maintenance in their home, including major structural works and major repairs. This is the case with all leasehold properties, where the sharing of cost is stipulated in the lease.

## Q: What happens if a repair is not completed in the defect period?

**A:** Most new homes come with a 1-year defect period from the build date but your sales pack should confirm this. You will also have been provided with a New Home User Guide if you purchased your property as a new build. The developer is responsible for completing all valid defects which are reported within this period. Once the developer's defect period has ceased, they will not return to make any defects reported. This is why it's really important to report defects and ensure they are completed by the end of the defect period. All new build homes have a 10-year warranty, your sales pack will confirm who your warranty provider is. It should be noted that such warranties usually only cover structural issues and sometimes an excess is payable.

## Q: Can I get any help with repairs to my home?

**A:** We know the full self-repairing lease can be difficult for some shared owners when it's time to carry out larger repairs and maintenance. To help ensure homeowners have access to affordable finance, we're now working with Lendology, whose mission is driven by purpose, not profits. Visit their [website](#) to check if Lendology work with your Local Authority. Lendology have also created a blog published on their [website](#) with LiveWest customers in mind.





### Q: Can I fit solar panels?

**A:** An alterations request would be required for the installation of solar panels, but we would not unreasonably withhold permission if the request was for a house. Permission would only be granted if the solar panels were fully funded by the shared owner (could be grant funded) and were not leased in any way to an external company. We would not allow solar panels on a block of flats as the roof is a communal structure and would be the responsibility of all leaseholders in the block to contribute to the cost.

### Q: How can I save energy?

**A:** We have a dedicated area on our website which provides some top tips on saving energy. For more information, please go to <https://www.livewest.co.uk/creating-greener-futures-together/energy>.

## Q: How do I claim on the buildings insurance?

**A:** We provide buildings insurance for the vast majority of shared ownership homes - you pay for this in the monthly charges you pay to us. The only exception is if we are not the freeholder of the building and in this case the insurance is provided by the building owner or managing agent for the building.

You can find more information about our insurance policy including how to make a claim [here](#).

## Q: How do I make a complaint or provide feedback?

**A:** We welcome feedback from our customers as this gives us the chance to improve our services. Whether you have a complaint, compliment or some other feedback you would like to share with us we would like to hear from you. To find out more or to raise a complaint, provide feedback or a compliment online, visit our [website](#) or call 0300 123 8080.

You can find our Customer Compliments, Complaints & Feedback Policy [here](#).

## Q: Who is my Homeownership Officer?

**A:** You can find details of your homeownership offer on any correspondence sent to you or by visiting our [website](#).



**LiveWest**  
A home for everyone