



New  
model  
lease

# A guide to the new shared ownership model lease for customers

**LiveWest**  
A home for everyone

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# 1. Introduction



The government introduced a new shared ownership model lease in 2021, and the properties built with this funding are starting to become available.

This information is only for customers who purchase a home with a new shared ownership model lease. The new shared ownership model lease applies to shared ownership homes funded under the Affordable Homes Programme (AHP) 2021 to 2026. This will be explained by your solicitor and Sales Consultant, but we have also included a logo on all new model leases.

To find out why the new shared ownership model lease applies to certain developments and in some instances, certain homes, click [here](#).

## 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. The Right to Shared Ownership

The Right to Shared Ownership (RtSO) applies to rented homes funded through the Affordable Homes Programme (AHP) 2021 to 2026. LiveWest rented customers of homes funded through the AHP 2021 to 2026 are able to buy between 10% and 75% of their home.

See the government's initial guidance for registered providers regarding property and applicant eligibility [here](#).

If you are not sure if your property is eligible for the RtSO, please email: [newhomes@livewest.co.uk](mailto:newhomes@livewest.co.uk) or call **0800 027 9801** to speak to a member of our Sales Team.

Please note the RtSO is different from the right to buy or acquire; **there are no discounts**. Eligible customers should also be mindful that they will become a leaseholder and therefore responsible for all repairs and maintenance (with the addition of a new repairs procedure for certain qualifying repairs). Please visit the Government's website for more information, [here](#).

## 3. How does the new shared ownership model lease work?

The new shared ownership model lease works in much the same way as before, but with a few key changes, including:

- Each lease will have a minimum term of 990 years.
- The introduction of a ten year repairs procedure during which the cost of £500 per year can be reimbursed to you by LiveWest for essential maintenance or repairs (more information and qualification requirements below).
- The minimum initial share that can be purchased is now 10%.
- The introduction of the option of staircasing in 1% increments for the first 15 years (with no administration fees). We will send you a valuation annually based on House Price Inflation (HPI) index so you know how much your home is worth so you have a better idea of how much it will cost to staircase.

## 4. Key information documents

LiveWest will produce easy to read, key information documents prior to a sale that will highlight key responsibilities, processes and costs. Such as:

- Key information about the home
- Summary of costs
- Key information about shared ownership

These will be issued to you no later than the reservation stage to allow you to make an informed decision.

It is important that you are aware of the responsibilities associated with becoming a shared owner and have a good understanding of both the initial and ongoing costs of managing a shared ownership home.



## 5. Initial purchase

The share you purchase is determined by an affordability assessment, taking into consideration the property price, your income, and any monthly outgoings.

Generally, our new shared ownership homes are advertised from 40%, however under the new shared ownership model lease, shared

ownership properties can be purchased with an initial share of as little as 10% however this can vary by development.

To find out about eligibility, how to apply and more information about the new shared ownership model lease, please [click here](#).



# 6. Staircasing

Staircasing is the process of purchasing more shares in your shared ownership home. In most cases, you will have the option to own 100% equity and become the freeholder (if the property is a house). Although, this may be restricted in some areas.

## 6.1. How does staircasing work?

If you have a new shared ownership model lease, you can purchase further shares in your property at any time. In most cases you can purchase up to 100% of the equity in the property, thereby becoming the outright owner, unless your lease states otherwise. Staircasing restrictions only apply in Designated Protected Areas, and this would be made clear by LiveWest and your solicitor prior to purchase.

The staircasing process will enable you to purchase 5% or more at the prevailing market value as assessed by an independent RICS registered surveyor.







## 6.2. 1% Staircasing

In addition to being able to staircase in 5% or greater amounts, you will have the option to buy 1% each year with reduced fees. If you would like to use your option to buy 1% each year, for up to 15 years from the new build, below are some key details for you to be aware of.

**Key details are as follows:**

- The 1% Staircasing offer will be available for the first 15 years.
- 1% staircasing will be applied

to new shared ownership homes and homes where a resident has accessed shared ownership through the RtSO.

- You will not be able to roll over or accumulate the 1% Staircasing offer to purchase in future years– it is limited to a maximum of 1% each year.



### 6.3. What is the valuation method for 1% Staircasing?

We will use the original RICS valuation (i.e. the original purchase price of the home) as the baseline valuation. Each year, we will use the latest available House Price Index (HPI) data for the appropriate local authority and property type to adjust the valuation upwards or downwards and produce an up to date valuation for anyone who wishes to purchase an additional 1% of their home .

- We will provide you with this updated valuation (for the purposes of 1% staircasing only) once per year, and at any other point that you request to purchase an additional 1%.
- HPI valuations will be valid for a maximum of three months at which point we will produce an up to date valuation using the latest available data. This is in line with the current valuations process.
- There will be no right to appeal an estimated valuation. If you are unhappy then you can opt to use a RICS valuation, and this will be at your own cost.
- We will also have the right to use an RICS valuation where we have significant concerns about the accuracy of an HPI valuation. This will be at our cost (this cost will not be passed on to you).
- Where an RICS valuation is used (as above) or at any point you staircase in larger amounts (5% or more with an RICS valuation), this new valuation will become the base valuation, adjusted upwards or downwards using local HPI data for the remaining years.
- We will not charge a fee for producing an HPI estimated valuation.
- We will not charge any other administrative fees for 1% staircasing.
- You will remain responsible for your own legal fees if you choose to get legal advice/representation, as will we.
- If you are looking to 1% Staircase, we will suggest that you seek legal advice, as it is a legal transaction.

To find out further details, please [click here](#).



# 7. Repairs

The new shared ownership model lease offers a repairs procedure for the first ten years (known as the ‘initial repairs period’) or until the property is staircased to 100%, whichever date is sooner. This runs from the start date of your lease and is applicable to shared ownership resales too (under the new model only).

## Example:

If you purchase a new home under the new shared ownership model lease and you sell your property after five years, the purchaser will benefit from the remaining five years (as long as the property remains shared ownership). This applies for the first ten years regardless of how many owners there are during that period.

## 7.1. Am I covered for structural and non-structural repairs?

### Defects period

Within the defects period, all defects, whether structural or not, should be reported to our Aftercare team for the developer to respond to. All shared ownership properties will have an end of defect inspection and it is crucial you make time for the appointment as it is your responsibility to ensure all defects are reported. Any issues raised within the first year which are defects and will be attended to by the developer, are not eligible for reimbursement even if it is a qualifying repair.

It is also crucial that you register any warranties for appliances which came with the property, such as your boiler and hob. Failure to register warranties could result in an otherwise eligible claim not being reimbursed.



## Structural repairs

There may be essential repairs that we will be liable for within the first ten years from the start date of your lease or until the property is staircased to 100%, whichever is sooner. For Right to Shared Ownership customers who have converted to shared ownership, this will run from the practical completion date of the property.

Some structural repairs will be covered by the relevant build warranty, and we will pursue this on your behalf and cover the cost of any excess (if applicable). However, in some instances we may undertake the work.

Examples of structural repairs are:

- failing render
- rainwater goods
- roof works such as loose ridge tiles, dependant on cause and circumstances
- wet/dry verge failure
- loose panelling/cladding systems

## Non-structural repairs

The new shared ownership model lease gives you the ability to claim £500 per year to use towards the cost of internal repairs if they constitute a 'qualifying repair'.

You are still responsible for getting these repairs done to your home, but you may be able to make a claim for up to £500 annually towards the cost of your qualifying repairs if you provide a receipt or invoice from a TrustMark approved trader as proof of payment. To find a Government Endorsed Quality Trader, click [here](#).

You can also carry over any balance remaining up to a maximum of £500 per year.

### Example:

You can claim up to £500 per year, rolling over a maximum of £1,000 in a two-year period. You can only claim a maximum of £500 during year one.

If you claim £250 in year one, £250 will roll over to year two, giving you an allowance of £750 for the duration of year two. If you do not claim anything during this period, the amount 'resets' to £500 in year three etc.

## Important reminder about the defects period

Such repairs will be covered by the developer during your defects period, usually 12 months after the build is completed (not from the start date of your lease) but this can vary, and some build warranties allow for a two-year developer defect period. If you have any queries about your defect period, please contact us by calling **0300 123 8080**, completing an online enquiry form or sending us a private social media message.

You will also have a warranty on your home, details of which can be found in your handover paperwork. You are expected to exhaust all warranties and insurance before making a claim for a qualifying repair.





## 7.2. What is covered by the £500 repairs procedure?

The repairs allowance aims to improve the quality of new build and is designed to cover the cost of repairs to things that shouldn't be defective in a new build home, such as fixtures and fittings that supply gas, electricity, or water into your home. Shared owners are leaseholders and will still be responsible for general repairs, maintenance, and health and safety compliance, such as an annual boiler service.

Shared owners remain responsible for repairs and maintenance within the home. Some internal repairs are eligible for a contribution from us within the first ten years to a maximum of £500 per year, providing they are not covered by the build warranty or any other warranty or insurance. These are known as 'qualifying repairs' and the guidance so far is that the repair must be **essential** and **genuine**.



## 7.3. Qualifying repairs

To try and assist new model lease shared owners with as much guidance as possible, we have produced the below list:

Can I claim to be reimbursed for this repair?	
Yes	No
Baths, basins, sinks, taps (e.g. cracks, leaks, drainage issues from sanitary ware)	Shower screen, hose, head and bath panels
Water main pressure issues (if confirmed it is not directly related to pressure in the local water supply network)	Any health and safety checks such as electrical testing, appliance testing etc.
Ticking pipes	Fair wear and tear
Stop cock failure	Accidental damage
Heating fault/failure* This includes boiler, radiators, thermostats	Annual Boiler Servicing, appliance or installation servicing
Domestic hot water provision fault/failure*	Decorating (internally and externally)
Renewable technology fault/failure*	Improvements, alterations, gardens
Shower valve fault/failure	Any works required as a result of any breach of the obligations of the shared owner
Faulty WC flushing system/syphon etc.	Radiator bleeding
Wastewater discharge (bath, sinks and WC) pipework repairs	Replacement light bulbs, locks, appliances
Defective external doors	Any work that is covered under a warranty, insurance policy or guarantee. Although any insurance excess payable for qualifying repairs may be claimed if you can provide evidence of the excess and the amount paid

\* If outside the appliance warranty and the service record is up to date. This is why it is so important you ensure that you can evidence compliance with your lease, such as arranging and paying for an annual boiler service. Please send a copy of your annual boiler service certificate to: [homeowner@livewest.co.uk](mailto:homeowner@livewest.co.uk)

## 7.4. How do I make a claim for a qualifying repair?

If you discover a repair that is needed in your new home, you'll need to arrange for it to be fixed and claim the cost, up to the value of £500 for each year of the first ten years of ownership (while the property remains shared ownership), back from us.

If you breach the terms of your lease, we have the right to refuse to pay for the repair. For example, if you do not keep up with routine servicing and maintenance, such as regular boiler servicing or damage is caused intentionally or recklessly.

**You must use a Trustmark approved tradesperson.** To find a Trustmark approved tradesperson, click [here](#).

## 7.5. Reporting a structural repair or defect

If your property is no longer within the defects period, you can report a structural repair or defect online [here](#). Alternatively, you can contact our Customer Services by calling 0300 123 8080 or emailing: [enquiries@livewest.co.uk](mailto:enquiries@livewest.co.uk)

If you have any general queries about the new shared ownership model lease, you can contact your Homeownership Officer. Find your Homeownership Officer [here](#).



## 7.6. Making a claim for a qualifying repair

To make a claim for the cost of non-structural qualifying repairs, you can do so by completing our online form which you can find [here](#). Alternatively, please contact your homeownership officer.

**Please note, we will only consider retrospective claims where work has been done in an emergency.** Should you experience something like a leak and your home is not within the defect period, you should contact our builder's insurance provider in the first instance. More information is below in section 14.

**Before carrying out work,** you must check you can claim for the repair and provide:

- a photograph of the repair/issue
- a quote from a Trustmark registered professional to complete the work.

Once we receive your claim, we'll check through all the information you give us. We may need to ask you for more information to review your claim. If

your claim is accepted, then for non-structural claims we'll let you know and confirm the remaining balance of your allowance. We'll also ask you for important information about the evidence you'll need to send us after the work is completed.

**Once your claim has been approved** and after you have completed the work, in order to be reimbursed, you must provide:

- a photograph of the repair/issue (now resolved)
- a receipt or invoice from a Trustmark registered professional.

Please note, we are unable to reimburse claims without evidence such as an invoice or receipt.

## 7.7. What will happen once I submit my claim?

We will confirm that the work has been approved within 21 days and aim to reimburse valid claims within seven working days (once we are in receipt of all the information, we need such as invoice/receipt and photos). **Please do not assume you can make a claim for reimbursement without first getting the necessary approval.**

## 7.8. Do I need to provide a receipt for the qualifying repair work?

Yes. In order to claim back the cost of the repair, you will need to provide us with an invoice which includes a detailed breakdown of the work carried out by a TrustMark approved trader. If your invoice is approved, we will arrange for the cost of the repair to be reimbursed to you via a BACS payment.

## 7.9. What if my claim is rejected?

If we reject your repair claim we will tell you why as soon as possible after receiving the invoice from you, along with a summary of your options.

## 7.10. What happens if I do not spend my £500 qualifying repairs allowance?

You can carry any unspent allowance (up to £500) into the following year but cannot roll it over again. The maximum allowance in any one year will be £1,000.

### Example:

You can claim up to £500 per year, rolling over a maximum of £1,000 in a two-year period. You can only claim a maximum of £500 during year one. If you claim £250 in year one, £250 will roll over to year two, giving you an allowance of £750 for the duration of year two. If you do not claim anything during this period, the amount resets to £500 in year three etc.

## 7.11. What happens to the repairs allowance if I sell my home?

If you sell your home within the first ten years from the lease start date, and your lease includes a repairs allowance, it will transfer to the new shared owner of the property. If the new owner purchases 100% of the shares, the repairs allowance will no longer be applicable as they will own the property outright and it will no longer be a shared ownership property.





## 8. Insurance and warranties

There is a requirement under the new shared ownership model lease to exhaust all warranties and any insurance before making a claim for reimbursement. The lease states that the shared owner cannot claim a contribution towards the costs of a qualifying general repair in respect of **“any work covered under a warranty, insurance policy or guarantee,”** although any insurance excess payable can be claimed by the shared owner.

In those circumstances, the excess will come out of the £500 allowance

for the relevant year in which it was paid, leaving the shared owner with the residual allowance for that year. The cost of the repair itself will not be relevant as it is only the cost of the excess which is paid from the £500 allowance in this scenario. If the shared owner claims under their own contents insurance policy, evidence of the excess paid will be required.

To ensure the boiler warranty does not become void, it is necessary to service the boiler annually. You must provide evidence of your annual service to:  
**[Homeowner@livewest.co.uk](mailto:Homeowner@livewest.co.uk)**

## 9. Alterations and improvements

The new shared ownership model lease does not allow a shared owner to:

- make any alterations or additions to the exterior of the premises
- make any structural alterations or structural additions to the interior of the premises
- erect any new buildings on the premises
- in any way interfere with the outside of the building or
- remove any of the landlord's fixtures from the premises.

You are not permitted to make any alteration or addition of a

non-structural nature to the interior of the premises without prior written consent from the landlord (such consent not to be unreasonably withheld). LiveWest will not be responsible for reimbursing the cost of any repairs associated with alterations and improvements made by the shared owner. Permission to carry out changes while the property is within the defect period are unlikely to be granted.

If you want to make alterations or improvements to your home, please let us know what you want to do by emailing [Homeowner@livewest.co.uk](mailto:Homeowner@livewest.co.uk).

## 10. Pets

There is no requirement to seek permission to keep a pet under the new shared ownership model lease. However, we do require customers who live in an apartment block or flat to register their pet with us. To do this, you can email: [Homeowner@livewest.co.uk](mailto:Homeowner@livewest.co.uk). Please note that LiveWest can still take enforcement action should any animal or pet cause a nuisance.





# 11. Shared ownership rent

The government allows for shared ownership rent to be increased annually by the percentage stipulated in the lease (the current new model lease limits this to Consumer Price Index (CPI) plus 1%). Your rent review will take place with effect from 1 April every year.

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 the 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. Staircasing is encouraged but it is not mandatory.



## 12. Service charges

There are no changes to service charges under the new shared ownership model lease. Shared owners will still be responsible for 100% of their share of their apportionment and your lease will specify what this is.

### Example:

If you live on a development of 40 homes and LiveWest provide grounds maintenance, your share will be 1/40th of the total cost of providing that service regardless of what percentage you own. Your lease may state a specific portion such as 1/40th or wording such as 'fair and reasonable'.

## 13. Reserve funds

Under the new shared ownership model lease, the landlord remains responsible for the structure of the property (for the first ten years or until the property is staircased to 100%, whichever is sooner). While this is the case for apartment blocks already, the key difference is shared owners will not have to contribute towards the cost of works should any structural works be required during the first ten years.

If a reserve fund is applicable to your home, you will be told in advance what the service charge and reserve fund contribution is. Reserve funds usually only apply to flats (unless there's an unadopted road or piece of land LiveWest remain responsible for). The landlord can use the fund within the first ten years for works such as cyclical redecorations but not for major works such as roof repairs.





## 14. Building insurance

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

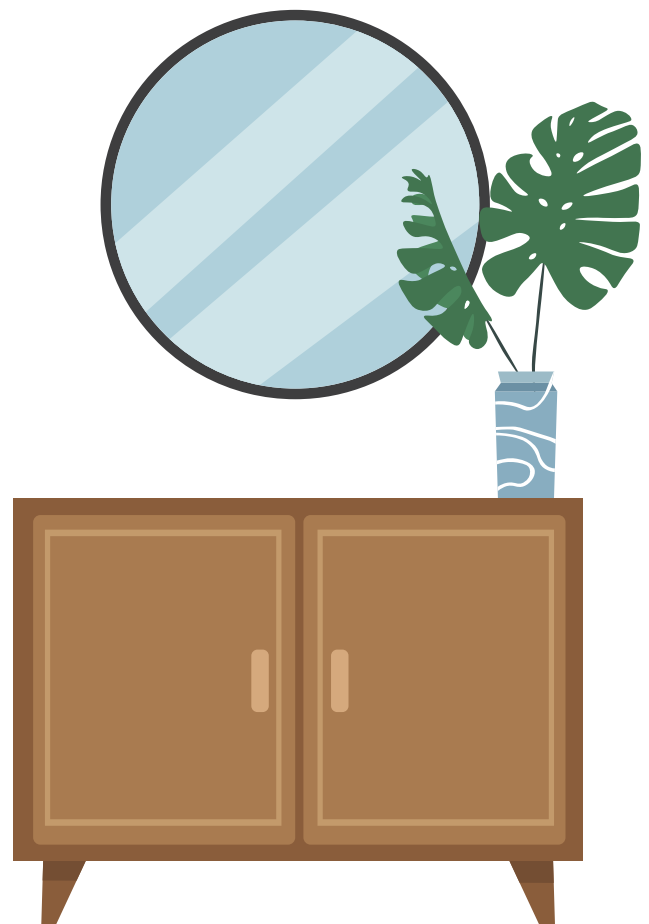
communal fixtures and fittings. We also provide public liability insurance to cover external common parts.

As a shared owner, you are responsible for contributing towards buildings insurance and have the right to make a claim (an excess is payable but can be reimbursed for qualifying repairs). 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](#).

## 15. 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](#).



## 16. 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.

If you 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 **0139 281 4637** (option two).



## 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.

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 and 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. Additionally, you can contact our Customer Services by emailing [repairs@livewest.co.uk](mailto:repairs@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.

## Aftercare

Please refer to more information in your New Home User Guide. To report a defect, please contact us as soon as possible by calling our Customer Service team on **0300 123 8080**, completing an online enquiry form or sending us a private social media message. For more information on how to contact us, please visit our [website](#).

## 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



