

# Appendix 3 – Summary of the Policy statements

## *Repairs and maintenance (6.7 – 6.23)*

- 1.1 Leaseholders remain responsible for the maintenance of their property in accordance with their lease agreement (6.7 & 6.8). The Policy stipulates that the Council is responsible for the repairs and maintenance of communal areas, and the external fabric / structure of the building (both internal and external) for both leasehold and shared ownership flats (6.9 – 6.14). Leaseholders will be charged a share of the relevant costs incurred for external repairs. Where the cost is more than £250, the Council will consult with leaseholders prior to commencing any work (6.9).
- 1.2 Some shared ownership properties may include an 'initial repair period' which lasts for 10 years (6.15 & 6.16). Where this period applies, the Council is responsible for the costs of some 'essential and genuine' repairs to walls, floors, ceilings, and stairs inside the property. The period only applies to new model shared ownership (introduced in 2021).
- 1.3 Under the new model shared ownership, leaseholders may be eligible to claim £500 a year to cover repairing, replacing, and maintaining fixtures and fittings that supply water, electricity and heat the property (6.17 – 6.19). There are exemptions to this which are listed in the policy (6.17). If a leaseholder breaches the terms of the lease (such as purposefully damaging the property or failing to carry out a regular service), the Council will not pay for repairs (6.18).
- 1.4 The Policy advises shared ownership leaseholders to check their New Build Home Warranty (usually lasting between 10 & 12 years) prior to making a claim on the initial repair period as the issue may be covered by the warranty (6.19).

## *Leasehold improvements (6.24 – 6.31)*

- 1.5 The Policy stipulates that leaseholders are responsible for decorating and maintaining their home and must obtain the Council's permission prior to commencing any improvement works by completing and submitting an Alteration Application Form (6.24 & 6.25). The Policy provides examples of what is considered to be 'improvement work'.
- 1.6 The Policy outlines how the Council will give consent to home improvements, and examples of when we will not give our permission (6.26 - 6.28).
- 1.7 Future maintenance of any improvements or alterations to the property made by the leaseholder will be their responsibility (6.29 & 6.30).

## *Health and safety (6.32 – 6.36)*

- 1.8 Leaseholders are responsible for ensuring that all gas and electrical applicants are properly and regularly serviced. This also includes smoke and carbon monoxide alarms (6.32).
- 1.9 The Policy stipulates that the Council expects leaseholders to have their boilers serviced every year by an engineer on the Gas Safety Register (6.33).
- 1.10 The Policy states that leaseholders must not store any items in shared spaces and other areas as listed (6.34) where the property forms part of a block of flats. This also includes charging items such as electric bikes and mobility scooters since they may pose a fire safety hazard. Items must be stored in designated areas where spaces are

provided and available (6.34). Leaseholders must obtain the Council's permission beforehand.

- 1.11 Where we are made aware of items being stored in contravention to the Policy, the Council will take appropriate steps to resolve the issue which may include enforcement action (6.35).

#### *Subletting (6.40 – 6.50)*

- 1.12 There are no restrictions that prohibit RTB leaseholders from subletting their property once the purchase is complete, however we expect to be notified (6.40 & 6.41 (1))
- 1.13 The Policy states that leaseholders will be subject to the rules and regulations landlords are obliged to adhere to (6.41 (2) & 6.48 (7)). Leaseholders will still remain responsible for adhering to their lease agreement (6.45) and the actions of their tenant(s).
- 1.14 Most Shared Ownership leases will prohibit leaseholders from subletting their property, however at the Council discretion a subletting arrangement may be entered into in an exceptional circumstance (6.47). The Policy also sets out key principles for shared ownership subletting (6.48).
- 1.15 Where there is a breach in the lease agreement the Council will take appropriate enforcement action will be taken where we are made aware of subletting (6.49).

#### *Pets (6.50 – 6.54)*

- 1.16 In accordance with their lease agreement, leaseholders must seek permission from the Council if they wish to keep a pet at the property. All decisions will be made in accordance with the provisions within the Pets Policy.

#### *Service charges, ground rent and management fees (6.55 – 6.68)*

- 1.17 The setting and charging of service charges will comply with the provisions within the Landlord and Tenant Acts 1985 and 1987 (as amended).
- 1.18 Leaseholders will be provided with accurate information about service charges, including breakdowns of the relevant costs (as listed 6.58, 6.62 & 6.63) which they can also request.
- 1.19 Any deficits or credits from previous years will be carried forward into subsequent years and included in the calculation of charges.
- 1.20 The policy covers the changes to Ground Rents as introduced by the Leasehold Reform (Ground Rent) Act 2022 (6.60 & 6.61).
- 1.21 The Policy proposes that where management fees are charged, leaseholders can request a breakdown of the fee. Administration fees may also be charged where the Council needs to carry out additional or specialist work due to a breach in a lease agreement made by the leaseholder (6.64 & 6.65).

#### *Enfranchisement (6.69 & 6.70)*

- 1.22 The Council will comply with Commonhold and Leasehold Reform Act 2002, which permits leaseholders the right to collective enfranchisement (if eligible).

- 1.23 The Leasehold Reform Act 1967, Leasehold Reform (Housing and Urban Development) Act 1993 and the Commonhold and Leasehold Reform Act 2002, makes provision for Shared Ownership leases being exempt from enfranchisement.

*Lease extensions and variations (6.71 & 6.72)*

- 1.24 The Policy stipulates that leaseholders have the right to extend the term of the lease and can apply for a new lease provided they meet certain conditions (6.71).

*Leaseholder engagement (6.73 – 6.75)*

- 1.25 The Council will conduct all engagement with leaseholders in accordance with our engagement strategies and any legislative requirements. The Policy states how the Council may conduct engagement activities with leaseholders (6.73).
- 1.26 In accordance with Section 20 of the Landlord and Tenant Act 1985 (as amended), the Council will conduct consultations with leaseholder on proposed qualifying major works or improvements for which leaseholders are required to contribute towards or pay for (6.74). The only exception to this is where it is deemed an emergency, and it is required that the works are completed sooner rather than later (6.75).

*Enforcement (7.1 – 7.11)*

- 1.27 The Policy states how and what the Council will do to enforce the provisions of the lease agreement where a leaseholder has broken them. This includes non-payment of rent and service charges (including arrears) (7.7-7.9), anti-social behaviour (7.6), and repossessions (7.10 & 7.11).
- 1.28 The Policy proposes the Council's enforcement action to be: (1) discussions with the leaseholder to resolve the issue, (2) formal and final written warning, and (3) pursuing legal action. Legal proceedings will only be considered if the points are met as stipulated in 7.4 of the Policy.

*Selling the property (8.1 – 8.5)*

- 1.29 This section provides leaseholders with guidance on how and what they must do if they wish to sell their property. The Council will take guidance and conduct itself in accordance with the 'Right to Buy: A Guide for Local Authorities' guidance provided by the Department of Levelling-Up, Housing and Communities.
- 1.30 The sale of Shared Ownership properties is covered separately by the Shared Ownership Policy.