

## Cornwall Rural Housing Association Limited Shared Ownership Policy

### 1 Policy Statement

- 1.1 Cornwall Rural Housing Association Limited (CRHA) is committed to providing a range of affordable housing options for customers. Shared ownership is one of these options, consistent with our vision “homes to make life better” and our values – *Customer First, Commitment and People Focus*.
- 1.2 This policy sets out CRHA’s approach to shared ownership homes, it is supported by our shared ownership procedure document and is set within the context of, and in line with the requirements of, government guidance on shared ownership in Homes England’s Capital Funding Guide, as well as other relevant statutory and regulatory frameworks including land and property legislation, consumer protection and planning requirements.
- 1.3 The allocation of homes offered for shared ownership will be on a first come, first served basis in line with the requirements of Homes England’s Capital Funding Guide, providing applicants meet the relevant eligibility and affordability criteria. The only exception to this is when Armed Forces personnel apply, where priority goes to serving military personnel and former members of the British Armed Forces who have been discharged in the last two years.
- 1.4 It is recognised that for some developments, the relevant local authority may stipulate their own eligibility requirements for nominations/allocations as part of a formal Nominations Agreement. In such circumstances, these requirements will be followed ahead of Homes England’s requirements for a set period, but consideration of any such Nomination Agreement should complement the funding provided.
- 1.5 A lease agreement will be issued between CRHA and a shared ownership customer on completion of their purchase. This lease is a legally binding contract between the shared owner (also known as a leaseholder) and CRHA and governs the relationship between the shared owner and CRHA.
- 1.6 Affordability assessments will be completed for all shared ownership applicants including cash buyers, with a ‘Surplus Monthly Income Assessment’ completed in line with requirements set out in Homes England’s Capital Funding Guide.
- 1.7 CRHA will manage personal data in line with our data protection policy.

### 2 Policy Aims

- 2.1 The aim of this Policy is to ensure the long-term viability of new build schemes and their communities, by providing and effectively managing sustainable shared ownership properties within mixed tenure developments.
- 2.2 The Policy seeks to meet the following objectives:
  - To market shared ownership properties fairly, robustly, efficiently and with transparency to ensure all properties are sold to suitably eligible applicants as soon as possible after practical completion.

- To make allocations and set rents which help meet local needs for affordable housing; comply with relevant planning agreements and other statutory and contractual requirements; are fair, non-discriminatory and transparent and which seek to ensure that buyers are able to meet their mortgage and rent commitments in the long term.
- To ensure that all rents and service charges payable under shared ownership leases are collected promptly and efficiently, but also to ensure that procedures and assistance are in place to address situations where leaseholders have difficulties in meeting their financial obligations.
- To provide a high quality, responsive and efficient management service to shared ownership leaseholders in accordance with their leases and all relevant legislation, dealing promptly with applications to re-mortgage or obtain further advances, to staircase up and to carry out improvements.
- To ensure that shared ownership leaseholders comply with their lease obligations in maintaining their properties and not causing nuisance to neighbouring residents.
- To communicate and consult effectively with shared ownership leaseholders, as required by law, in respect of works or services for which service charges are payable, and in general in respect of issues affecting leaseholders and the estate upon which they live.
- To ensure compliance with Homes England's Capital Funding Guide and any other statutory and regulatory requirements, including data protection and anti-money laundering regulations.

### 3 Shared Ownership Policy

- 3.1 The purpose of this Policy is to set out the principles CRHA will apply in marketing, allocating and managing properties developed as shared ownership (which may be known under different funding streams such as Help to Buy, Shared Ownership and New Build Homebuy, but for ease of reference all are referred to as shared ownership).
- 3.2 CRHA will work with local authorities and other partners to provide affordable homes across a range of different tenures. Where shared ownership properties are provided CRHA will ensure, through careful allocation and appropriate ongoing management, that the properties meet the local need for affordable housing, are sustainable in the long term, and provide quality housing to those people for whom it is best suited.
- 3.3 A **Right to Shared Ownership** was introduced to give most social tenants living in new rented homes delivered by the Affordable Homes Programme 2021-26 (AHP) the opportunity to purchase a stake in their home and then purchase further shares when they can afford to do so. CRHA are exempt from offering a Right to Shared Ownership because our properties are in designated protected areas and built on rural exemption sites.
- 3.4 All current CRHA shared ownership properties were built before 2021 and were old under the previous model lease issued by Homes England. For all new shared ownership homes, the updated model lease introduced in April 2021 will be used. This is a mandatory requirement for properties delivered through the 2021-2026 Homes England funding programme.

The new model lease also applies to non-funded s106 schemes where planning was determined after 28/12/21 or 28/3/22 if there had been significant engagement pre-application. The main differences between the old and new leases are shown in the table below.

|                                                 | <b>S/O prior to 2021</b> | <b>S/O from 2021</b>                   |
|-------------------------------------------------|--------------------------|----------------------------------------|
| Length of lease                                 | 99 years                 | 990 years                              |
| Minimum initial purchase Percentage             | 25%                      | 10%                                    |
| Staircasing option by 1% for the first 15 years | Not available            | Available for both initial and resales |
| Larger shares available – minimum tranche size  | 10%                      | 5%                                     |
| General Repairs and Maintenance Allowance       | Not available            | £500 p.a. for the first 10 years       |

## **4 Sales and Marketing**

4.1 CRHA will market and sell properties in accordance with any obligations imposed by the relevant planning permission and/or funding agreement.

4.2 The general principles will be as follows:

- All properties will be marketed at the minimum tranche, but the purchaser will be expected to purchase the largest share they can afford in line with Homes England Affordability Calculator and current market conditions.
- Before formal advertising begins, a “coming soon” notice will be published on CRHA’s website and social media platforms. Additionally, a poster will be provided to the local Parish Council to help generate interest from potential applicants and to encourage them to register with the Home Buy Agent for the South.
- All sale prices will be at open market value as determined by a RICS qualified valuer.
- All grant funded shared ownership properties will be advertised through the Help to Buy South website. <https://www.helptobuyagent3.org.uk>
- The Help to Buy Agent for the South does not receive funding to enable it to market non-grant funded units which will be marketed directly by CRHA employing local agents where necessary.
- Applicant information from Help to Buy South will be used where appropriate to directly market properties to eligible applicants where required.
- Where own build properties are under construction the aim will be for them to be sold “off plan” and advertised at least 10 weeks before the estimated practical completion date.
- Where S106 shared ownership units are being purchased they will be advertised as soon as CRHA has exchanged contracts.
- All re-sales will be advertised immediately an owner notifies CRHA they wish to sell, and CRHA will make every effort to identify an applicant within the timescale identified within the lease (4 or 8 weeks dependent on the lease)

- CRHA will consider using the services of a local estate agency as required.
- All prospective shared owners will be provided with a key information document pack.

## **5 Allocations and Rent Setting**

### **5.1 Eligibility**

- 5.1.1 Shared ownership is intended to help people that are in housing need who are otherwise unable to purchase a property on the open market.
- 5.1.2 CRHA's charitable objectives mean that decisions about who will have access to shared ownership will be based on affordability and ensuring that assistance is given to households who are otherwise unable to buy a home suitable to meet their needs.
- 5.1.3 In order to be eligible to purchase a shared ownership property applicants must have a household income of less than £80,000 (outside London) and not have access to other means of purchasing a suitable property on the open market.
- 5.1.4 Applicants are primarily expected to be first time buyers and priority will be given to such households. Applicants who own or have previously owned a home will have their eligibility considered with reference to the guidelines set out by the funding agency and/or local authority.
- 5.1.5 Allocations will have regard to any priorities set out by the funder and/or local authority.

### **5.2 Local Connection**

- 5.2.1 CRHA will offer its properties to people who live in the immediate area, or have a local connection, in accordance with the terms of any Section 106 (or similar) Agreement, Local Lettings Plan or other agreement relevant to that development.
- 5.2.2 Prospective purchasers will need to be able to satisfy CRHA that at least one of the "local connection" criteria have been met before any offer of accommodation can be made.
- 5.2.3 The precise definition of what constitutes a local connection may vary between developments, particularly with regard to timescales for residence or employment, but typically will include the following criteria:
- The applicant, or at least one of the applicants where there is a joint application, currently lives in the parish where the vacancy has occurred.
  - The applicant, or at least one of the applicants where there is a joint application, has previously lived in the parish where the vacancy has occurred.
  - The applicant, or at least one of the applicants where there is a joint application, works in the parish where the vacancy has occurred.
  - The applicant, or at least one of the applicants where there is a joint application, has close family members, such as parents, siblings or children currently living in the parish where the vacancy has occurred who has a clear need for support.
- 5.2.4 If a property cannot be sold to an applicant meeting the above criteria, then consideration will be given to selling the property to a household meeting the above criteria for an adjacent parish or, if that is unsuccessful, in neighbouring parishes in an outward direction. CRHA may sell a property to anyone meeting the criteria in this policy where no household with a local connection can be found.

### **5.3 Priority**

- 5.3.1 As at 2025 there is no official confirmation that the UK government has formally removed reference to priority groups for shared ownership due to housing undersupply.
- 5.3.2 CRHA will follow Homes England guidance on priorities as well as any guidance or requirements set by the local authority in which a development is located.
- 5.3.3 Examples of how priority will be decided within applicant groups is as follows:
- First time buyers will be given priority over existing or previous homeowners
  - For all first-time buyers, those on lower incomes will be prioritised for assistance.
  - When purchasers are local authority or housing association tenants, priority will be given according to their need for alternative housing as measured either by their position on a choice-based lettings register or by being assessed by CRHA's housing need points system.
- 5.3.4 In deciding how homes will be allocated, CRHA will also take the following factors into account:
- the applicant's preference
  - household size. (Applicants may purchase a home with up to one bedroom over and above their current housing need)
  - affordability
  - size of the local authority or housing association property that will be vacated
  - number of children or dependant relatives
  - household incomes
- 5.3.5 CRHA will also have regard to the overall viability of the scheme in terms of the size of the initial equity share. This may oblige CRHA to accept some applications for larger equity shares to enable other smaller percentage shares.

### **5.4 Previous Home Ownership**

- 5.4.1 Applications may be considered from people who have previously owned their own home if they would otherwise qualify where, for example, they:
- owned a home with a partner and that relationship broke down
  - need to move into an area because of their job and are unable to afford to buy outright
  - are shared owners whose income has fallen, and they could only stay as homeowners by moving to a smaller, cheaper home
  - are shared owners whose family has grown but who are unable to afford to buy a larger property outright
  - are currently living in unsatisfactory rented accommodation or able to demonstrate housing need
  - are a priority under a scheme such as keyworkers
- 5.4.2 At the point of exchanging contracts, the applicant's legal advisor must confirm that, upon completion of the purchase of a CRHA Shared Ownership property, the applicant will not own another residential property. If the applicant currently owns a property, they must demonstrate plans to sell it, or if the situation involves a relationship breakdown provide evidence that their name will be moved from the property's title.

## 5.5 Affordability

5.5.1 Applicants must meet CRHA's affordability criteria which in general will be designed to ensure that purchasers can afford the property in the first instance and that they have sufficient income to sustain their new home in the longer term.

5.5.2 The specific affordability criteria for each scheme will be based on the requirements of the funding body and the relevant policies of the local authority.

5.5.3 The affordability guidelines as set by Homes England are as follows:

- **Mortgage affordability:** The mortgage should be between **2.5x and 4.5x** the applicant's gross annual household income.
- **Monthly housing costs:** Between **25% and 45%** of the household's **net annual income** should be used to cover housing costs (mortgage + rent + service charges).

5.5.4 CRHA will assess the financial position of each applicant to ensure their personal situation is being taken into account. Successful applicants will be required to provide full and clear evidence of their finances before entering into a contract for purchase.

5.5.5 In making allocations to shared ownership properties, CRHA will take full account of its Equality and Diversity Policy to ensure that all applicants receive equal consideration regardless of age, disability, sex, sexual identity, race, religion, colour or nationality.

## 5.5 Rents

5.6.1 Under the Homes England's standard shared ownership lease rent is charged on the landlord's retained share of the equity of the property.

5.6.2 The maximum amount chargeable is 2.75% per annum of the retained equity value.

5.6.3 CRHA currently charges at rates between 2.5% to 2.75% per annum. These rates may be reviewed from time to time to ensure rents are affordable. (Note the local authority often specifies a maximum rate that can be charged in the s106 agreement).

5.6.4 Rents will be reviewed annually in accordance with the terms of the shared ownership lease. Rent increases are capped at CPI + 1% for new leases.

5.6.5 Rents payable will be reduced when shared owner's staircase up, in line with the reduction in the landlord's retained equity share. The relevant calculations will be undertaken in accordance with the standard shared ownership lease.

5.6.6 Under the Affordable Homes Programme 2021-2026 (AHP 2021-2026), the minimum initial share that can be purchased is 10% of the full market value. However, for older or resale properties, the minimum share may still be 25% depending on the lease terms and funding model.

5.6.7 CRHA will restrict the limit on staircasing on shared ownership property to a maximum of 80% of the value of the property in designated rural areas unless otherwise specified in the s106 Agreement.

5.6.8 CRHA will ensure that the percentage applied in the sale of shared ownership properties is set at a level that allows buyers to meet and sustain the costs of shared ownership.

## **6 Repairs**

- 6.1 Under the new shared ownership lease introduced through the AHP 2021/26, a 10-year period has been introduced during which the landlord is responsible for covering the cost of essential maintenance and repairs.
- 6.2 Under the terms of the new lease, leaseholders are still responsible for general repairs, but during the 10-year repair free period they may apply to CRHA for a contribution towards certain repairs and maintenance. The contribution from the landlord is £500 per year and any unused allowance can be rolled over, up to a maximum of £500 (one full years contribution).
- 6.3 CRHA will update the Leaseholder of the balance of the General Repairs and Maintenance Allowance available to Leaseholder both at the beginning of each year and following an approved claim.
- 6.4 Current CRHA shared ownership properties (were all built and sold prior 2021) have a self-repairing lease.

### **6.4 Repairs & Compliance Rights and Responsibilities**

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

- 6.4.1 The leaseholder is responsible for keeping the home in good condition.
- 6.4.2 While leaseholders under this Policy hold a self-repairing lease, CRHA remains committed to ensuring that all properties meet the standards set out in Awaab's Law and related regulations. CRHA will cooperate with leaseholders to address any hazards that may pose a significant risk to health, including damp and mould, in line with regulatory expectations.
- 6.4.3 The leaseholder is generally responsible for the cost of repairs and maintenance of their home, for schemes funded under the AHP 2021-2026. CRHA will provide support to help cover the cost of essential repairs during the first 10 years of the lease.
- 6.4.4 CRHA is not responsible for carrying out refurbishment or decorations. For example, replacing kitchens or bathrooms.
- 6.4.5 The leaseholder is responsible for arranging and paying for all appliance and system maintenance and safety checks each year as appropriate. Services on gas appliances must be carried out by an engineer on the Gas Safe Register.
- 6.4.6 CRHA will look after communal areas outside the building unless this service is provided by a management company.
- 6.4.7 CRHA will do repairs to structural parts of the building, such as the roof if the homes are in an apartment block.
- 6.4.8 Under the new lease, during the initial repair period (10 years) and subject to the Leaseholder's compliance with the lease requirements, CRHA is to provide or to procure the provision of External and Structural Repairs at no cost to the Leaseholder, including not requiring the Leaseholder to contribute to the cost of any excess or administration fees payable under the terms of the Warranty or Insurance Policy in relation to any claim.

- 6.4.9 CRHA will not undertake repairs that are covered under existing warranties or where the damage has been caused by the leaseholder unless instructed otherwise and the cost of the works will be rechargeable.

## **7 Collection of Rent and Service Charges**

- 7.1 The shared ownership lease provides for the rent to be paid monthly and for service charges to be payable on demand.
- 7.2 For ease of management, CRHA will collect rent and service charges on a monthly basis.
- 7.3 At the end of each calendar year CRHA will undertake a balancing exercise of shared ownership leaseholders' service charge accounts and any variation to the service charge will be off set against the following years' service charge.
- 7.4 Shared ownership leaseholders will be encouraged wherever possible to pay rent and service charges by direct debit.
- 7.5 Shared ownership leaseholders are responsible for the full repair and maintenance of their properties; therefore, service charges will cover costs incurred by CRHA in providing services and maintenance in respect of communal facilities - e.g. estate cleaning, grass cutting, maintenance of communal parking areas, maintenance of sewage pumps etc.
- 7.6 CRHA's Head of Finance will undertake monitoring of the payment of rent and service charges.
- 7.7 CRHA's Tenancy Management team will undertake the pursuit of arrears of rent and service charges and provide assistance to assist leaseholders to pay off debt if they encounter serious difficulties.
- 7.8 CRHA will encourage and assist shared ownership leaseholders to ensure they obtain benefit assistance where this is available for low earners or in the case of unemployment.
- 7.9 Forfeiture of shared ownership leases will be a final resort, initiated only where all other attempts to deal with arrears have failed.
- 7.10 Only in exceptional circumstances will CRHA consider other forms of assistance such as:
- temporary permission to sublet, which is otherwise prohibited under the terms of the shared ownership lease
  - the purchase of the shared ownership leaseholder's full equity stake in the property
  - the purchase of part of the shared ownership leaseholder's equity stake ('staircasing down')
- 7.11 Applications for such help will be considered on their merits and will be subject to the shared ownership leaseholder assisting CRHA in undertaking a full financial assessment of the leaseholder's situation.
- 7.12 Applications will be subject to the approval of the CRHA's Board of Management and to the availability of funds in the case of any repurchase by CRHA.

## **8 Leasehold Management - Dealing with Leaseholder requests**



- 8.1 The first point of reference in respect of the management of shared ownership properties will be the leaseholder's shared ownership lease.
- 8.2 CRHA will be bound by the terms of the respective lease and will comply with all its landlord's obligations under the lease.
- 8.3 A copy of any new lease granted by CRHA will be provided to the relevant leaseholder and a copy of the lease kept on the file for each shared ownership property.
- 8.4 CRHA will deal promptly and efficiently with leaseholders' requests to:
- re-mortgage their properties
  - apply for further advances from their lenders
  - carry out improvements
  - staircasing under the terms of their lease
  - assign their lease

## **9 Re-Mortgaging**

- 9.1 CRHA recognises that leaseholders may wish to re-mortgage to obtain more favourable terms.
- 9.2 CRHA will consent to applications to re-mortgage provided that the proposed new loan is equal to or less than the existing loan and there are no serious debt issues relating to the leaseholder's account

## **10 Further Advances**

- 10.1 The Head of Homes and Customers will consider applications for further advances and approval may be given where the further advance is necessary to undertake urgent or essential repairs to the property.
- 10.2 CRHA will not consent to further borrowing by the leaseholder if this is to cover or consolidate personal debt. Other than in exceptional circumstances, the Association will not consent to further borrowing where it is to postpone its charge over the property, so that the lender's charge ranks above the Association's charge.

## **11 Improvements**

- 11.1 Both the old and the new model lease include a "Not to Alter" paragraph that states Not to:

- a) make any alterations or additions to the exterior of the Premises;
- b) make any structural alterations or structural additions to the Premises;
- c) erect any new buildings on the Premises;
- d) remove any of the Landlord's fixtures from the Premises.

*Not to make any alterations or additions of a non-structural nature to the interior of the Premises without the previous written consent of the Landlord (such consent not to be unreasonably withheld).*

- 11.2 CRHA's legal advisers have confirmed that the "Not to Alter" paragraph is not a fundamental clause and CRHA's Board of Management have granted the Chief Executive Officer authority to approve alterations and additions to the exterior of the

Premises subject to the granting of a Licence. **Permission will be refused if the alteration or addition will result in the property becoming unaffordable.**

- 11.3 Requests to make any alterations or additions of a non-structural nature to the interior of the Premises will be considered by the Head of Homes and Customers and the Property Services Manager.
- 11.4 Decisions on whether or not to grant a leaseholder permission to carry out improvements will be made having regard to health & safety and maintenance issues, the effect on other residents and properties and such other considerations as CRHA considers reasonable.
- 11.5 Where planning permission, building regulations approval, or any other statutory consent is required, CRHA may give its consent to the improvement on condition that such consent is granted, and evidence subsequently provided to CRHA prior to the commencement of any works.
- 11.6 Other reasonable conditions may be imposed by CRHA to protect its own interests and those of its customers and other leaseholders.
- 11.7 Any consent granted will be conditional on CRHA undertaking a final inspection of the completed works and receipt of any safety certificates before the improvement is given full consent.
- 11.8 Where the future repair and maintenance of works carried out as an improvement by a leaseholder will fall to CRHA under its general repair obligations, CRHA will, if it does not wish to take on this responsibility, require the leaseholder to enter into a legally binding agreement so that the leaseholder and successors in title will take on responsibility for future repairs.
- 11.9 If permission for an improvement is refused, the reasons for the refusal will be put in writing to the leaseholder.

## **12 Staircasing**

- 12.1 All applications to assign or staircase will be processed in accordance with the terms of the lease and the requirements of the funder. Staircasing rights vary between leases issued prior to the AHP 2021-2026 and those issued under the new model lease introduced as part of that programme.
- 11.2 Under the previous model lease, staircasing could be carried out in minimum, increments of 10%. Under the new model lease this minimum was reduced to 5%. Additionally, leaseholders now have the option to staircase in 1% increments, although this is limited to the first 15 years of the lease term or in the case of an assignment, the first 15 years of ownership for a new leaseholder.
- 11.3 Prior to each review date as defined by the lease an Additional Percentage Value Notice will be served on the Leaseholder setting out the cost of an additional 1% share that will remain valid for 3 months.
- 11.4 The shared ownership lease contains **no** provisions for staircasing down. Shared owners do not have a right or entitlement to staircase down. CRHA does not offer this option to shared owners, but it may be considered in exceptional circumstances or as a last resort option prior to possession proceedings in conjunction with the mortgage lender.

## **12 Leasehold Management - Compliance with Lease Terms**

- 12.1 In addition to ensuring that shared ownership leaseholders comply with their obligations to meet all rent and service charge payments, CRHA will seek to ensure that leaseholders meet all other obligations under their leases.
- 12.2 CRHA will advise leaseholders that they must maintain their properties at least to the standard of CRHA's own tenanted properties and behave in a way that does not cause nuisance or distress to other residents.
- 12.3 CRHA will take firm and appropriate action whenever it becomes aware that a leaseholder is acting in breach of the terms of the lease.
- 12.4 Typical examples of breaches of the lease may include:
- unapproved works
  - improper use of the property
  - failure to properly maintain the property
  - willful damage to the property or adjoining property
  - refusal of access on reasonable notice by the Association's officers or contractors
  - harassment or neighbour nuisance
- 12.5 In all such cases, CRHA will investigate fully to satisfy itself that a breach has occurred and take escalating action in accordance with CRHA's policies and procedures.
- 12.6 Forfeiture of the leaseholder's lease will be considered as the ultimate sanction after all other attempts to remedy the breach have failed. CRHA will take appropriate legal advice throughout any such process due to the serious effects of forfeiture and the complexity of this area of the law.

### **13 Communication and Consultation**

- 13.1 CRHA will consult with shared ownership leaseholders individually and in groups. Consultation will include matters such as the CRHA's procedures and repair, maintenance and management issues relating to the estate on which they live.
- 13.2 Shared ownership leaseholders will be consulted on major works and long-term agreements to provide works or services in accordance with the relevant legislation.
- 13.3 As part of the Commonhold and Leasehold Reform Act 2002 CRHA must undertake S20 consultations with leaseholders before any of the following:
- Carry out work which will cost any one leaseholder more than £250. This includes repairs, maintenance and improvements to your building and estate.
  - Enter into a long-term agreement (for more than 12 months) with outside contractors for work, supplies or services which will cost any one leaseholder more than £100 a year. Examples include cleaning, grounds maintenance and surveying.
  - Carry out work under a long-term agreement where the work will cost any one leaseholder more than £250. Consultations will follow a two-stage process as required by the statute and in accordance with advice from the Associations legal advisers.
- 13.4 The management of shared ownership properties will be included in an annual report on general leasehold management issues provided to the Board of Management. This will provide information on leasehold management matters to include information on any discussions and consultations undertaken with leaseholders.

- 13.5 Levels of shared ownership leaseholder satisfaction with their homes and the sales procedure will be measured by periodic surveys. The results of these surveys will be published as performance indicators and analysed to inform future improvements and consultation with leaseholders and will be reported to the Board of Management.

## 14 Complaints

- 14.1 Any leaseholder who is dissatisfied with any aspect of the services provided by CRHA will have the opportunity to seek redress through CRHA's Complaints Policy.
- 14.2 Leaseholders also have the right to refer disputes to the Residential Property Tribunal to determine issues of reasonableness of service charges, quality of work and insurance under The Landlord and Tenant Act 1985 as amended by the 1986 Housing Act.
- 14.3 Both leaseholders and landlords have the right to apply to the Tribunal for a judgement or ruling. Applications to the Tribunal on behalf of CRHA may be made by the Chief Executive subject to Board of Management approval and advice from CRHA's solicitors.

## 15 Fees

The following table sets out who is responsible for costs involved in the shared ownership purchase and staircasing options. These will be subject to review as experience of these activities is gained.

Shared Ownership – schedule of Fees (inc VAT)

|                                           |              |                                                                                            |
|-------------------------------------------|--------------|--------------------------------------------------------------------------------------------|
| Reservation Fee                           | £250.00      | The reservation fee is offset against the deposit if the purchase completes.               |
| <b>Share purchase admin fees</b>          |              |                                                                                            |
| Buy shares of 1%                          | No admin fee | No fees can be charged for the 1% increments in the initial 15 years periods               |
| Buy shares of 5% or more                  | £150.00      |                                                                                            |
| Solicitors fee                            |              | Each side is responsible for their own legal costs                                         |
| Surveyor Valuation fee                    |              | CRHA to arrange valuation by a RICS registered surveyor to be recharged to the Leaseholder |
| <b>Future costs if you sell your home</b> |              |                                                                                            |
| CRHA Selling fee                          |              | CRHA do not currently offer this service                                                   |
| Estate agents fee                         |              | Payable direct by the Leaseholder                                                          |
| Leaseholder's solicitors' fees            |              | Payable direct by the Leaseholder                                                          |
| Home Valuation                            |              | CRHA to arrange valuation by a RICS registered surveyor to be recharged to the Leaseholder |
| <b>Other Costs</b>                        |              |                                                                                            |

|                                                                                     |        |                                                                                                                                            |
|-------------------------------------------------------------------------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Leasehold Property Enquiries                                                        | £25.00 |                                                                                                                                            |
| Processing/approving further advance, mortgage or remortgage                        | £75.00 |                                                                                                                                            |
| Processing approval for extensions or alterations to the exterior of the properties | £100   | The standard lease includes a “not to alter” clause but this is not a fundamental clause and can be approved with a licence if appropriate |
| Solicitors fee re Licence                                                           |        | To be charged to the Leaseholder                                                                                                           |
| Lease extension                                                                     | £100   |                                                                                                                                            |

## 16 Equality, Diversity & Inclusion

- 16.1 CRHA seeks to embrace equality and diversity in all aspects of its business. CRHA aims to ensure that all its customers, regardless of race, colour, gender, religious beliefs, age, disability, sexual orientation, marital status or appearance have the right at all times to be treated fairly and equally and to enjoy their homes quietly.

## 17 Review

- 17.1 This policy will be reviewed every three years or before if necessary.

| Date Reviewed | Changes to the Policy                                                                                                                                                                                                                                                                                                                                                                             | Date to be Reviewed | Approved By | Author |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------|--------|
| July 2025     | <p>3.3 Rephrased sentence to read more clearly.</p> <p>6.4.2 Additional sentence added to include Awaabs Law, hazards and regulatory expectations.</p> <p>6.4.9 Specific areas included where CRHA would not cover the repairs (under warranty and leaseholder damage).</p> <p>A minor change in the rent section has been made to the previous rent calculation method RPI 0.5% to CPI + 1%.</p> | July 2028           | The Board   | AM     |
|               |                                                                                                                                                                                                                                                                                                                                                                                                   |                     |             |        |

