

Unlocking the potential  
of people and places



# Residents' handbook

for shared owners and other leaseholders



# Your residents' handbook

Welcome to Southern Housing Group. If you are just moving in, we hope you will be happy in your new home.

This handbook has been produced to provide you with information about being a leaseholder. It explains some of the matters in your lease and tells you about the service you can expect from our staff. We hope you will find it useful. If there are any changes in Southern Housing Group policy, or in legislation, which affect you, we will send you additional information.

If you are unable to find the answer to your query in this handbook, please contact the Service Centre, who will be happy to help.

The 'Residents' handbook for shared owners and other leaseholders' is designed for leaseholders who bought their homes through our New Build Homebuy (previously Shared Ownership) and DIYSO (Do It Yourself Shared Ownership) schemes. It is also for leaseholders of Southern Home Ownership who own their property outright.

If you have any difficulty in understanding this handbook, or any information or letter we send to you, please call the Service Centre for help. We will do our best to bring in an interpreter or arrange for a letter or document to be translated where needed. We will also make arrangements to help if you have sight or hearing difficulties.

If you have any comments on the handbook or the information it contains, please let us know.

## About us

Southern Housing Group Ltd is a non-profit-making housing association, governed by an independent board whose members work together to provide high quality, affordable homes for a wide range of people.

The Group is based mainly in London and the south of England, and manages over 24,000 homes. We are one of the largest providers of low-cost homes in the area and have been providing affordable housing for more than 100 years. As an organisation established to provide and manage social housing, we are committed to meeting local housing needs and to making a positive contribution to local communities.

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# Your home with Southern Housing Group

## Who to contact

If you have a query or need help with any aspect of your housing, please phone the Service Centre, which is open from 8am to 8pm, Monday to Friday, excluding bank holidays. You will find our contact details on page 23.

If you need to talk to someone about local services, call the Service Centre and leave a message for your resident services team. There are more details about our services on our website at [www.shgroup.org.uk](http://www.shgroup.org.uk)

## Our aims

We aim to:

- provide a choice of good quality homes for people who wish to become home owners but who cannot buy outright immediately
- provide a cost-effective and efficient service to owners – we are a non-profit-making organisation and aim only to cover our costs
- work in partnership with local authorities to meet local housing needs.

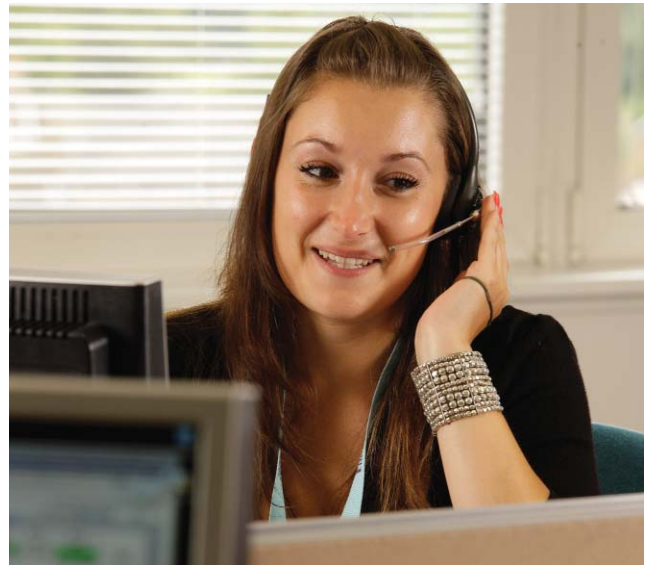
We are committed to:

- providing a high quality service
- the provision of day-to-day services through local staff and contractors
- assisting leaseholders to form residents' associations.

## Our service standards

Southern Housing Group's service standards for 2009-2012 set out the standards of service all our residents can expect from us. The standards that apply to our home owners include:

- **Access and customer care:** Making sure our customers have equal access to our services. Our standards for handling your enquiries and complaints, and responding to your letters and emails. Our commitment to consulting and informing you about our work.



- **Managing where you live:** The upkeep of your scheme and our handling of anti-social behaviour.
- **Repairs and maintenance:** Our standards when we undertake any repairs and maintenance that are our responsibility.
- **Paying your rent and service charge:** What you can expect from our income collection service.
- **Home ownership:** Our standards when you apply to buy, sell or remortgage your home, buy or sell shares in your home or apply for a lease extension.
- **Complaints:** We will provide a clear procedure for complaints and put things right as quickly as possible when they go wrong.
- **Accessibility:** We will ensure leaseholders receive a friendly and helpful response and we will publish office opening hours, as well as providing arrangements for contact out of office hours in case of emergency.
- **Confidentiality:** We will ensure that all personal information provided to us is kept confidential and used only for the purpose for which it was provided.

For a full copy of our service standards, call the Service Centre or go to our website at [www.shgroup.org.uk](http://www.shgroup.org.uk)

## Equality and diversity

We aim to promote equality of opportunity in all aspects of our work, including the provision of services, and we design our policies and procedures to meet this aim.

This means that no person, or group of people, will be treated less favourably because of their race, colour, ethnic or national origin, or because of their religion, sex, sexual orientation, disability, HIV status, marital status or age.

When you buy a home from us, we ask you to identify your ethnic origin and any disability, so that we can check whether our equality and diversity work is successful. The information you give us is treated as confidential.

If you have any comments on the fairness of our policies, we will be pleased to hear from you.

## Newsletters

Three times a year, we send a newsletter to all our tenants and leaseholders. Open Door contains up-to-date information about matters that may affect you. We also include information about changes in the law and welfare benefits legislation.

We welcome contributions and suggestions from you for the newsletter. You can send them to [opendoor@shgroup.org.uk](mailto:opendoor@shgroup.org.uk)

## Access to your records

All leaseholders can have access to their property file and any personal information they have supplied.

If you wish to see your file, please write to the Service Centre. A member of staff will need to be present and they will arrange for any documents to be photocopied for you. A reasonable charge may be made.

If you think our records are inaccurate, you can ask for the information to be corrected. If we have good reason to decline, you can record your disagreement.

The Data Protection Act gives you the right to see and check details about yourself that are held on computer. Once again you should write to the Horsham office if you wish to do this.

We will reply within 14 days, making arrangements for you to see your file or information that we hold on our computers.

## Making a complaint

We aim to provide a good service to owners and we hope you will let us know when things go wrong. Your feedback helps us to improve our services, so it is in everyone's best interest that you raise issues that concern you.

You can make a complaint in the most convenient way for you. You might want to:

- talk to a member of staff
- phone the Service Centre
- send us an email
- contact us via our website
- write to us
- complete a complaints form.

For a complaints form and a copy of our 'Complaints and compensation' leaflet, call the Service Centre or go to our website.

When we receive your complaint, we will contact you within two working days to let you know who will be handling the complaint and how long we think it will take to investigate and resolve it. We will ask what you would like us to do and give you contact details, confirming these things in writing.

If investigating your complaint is taking longer than expected, we will explain why. We will talk through our findings with you, either in person or over the phone. We will discuss the action we intend to take and confirm the details in writing.

We will take the agreed action and arrange to pay any compensation. We will then contact you to find out if you are satisfied and, if you aren't, offer you the opportunity to take your complaint further.

The Armouries at Royal Arsenal in Woolwich.



At the next stage, we will see you in person to review the case and agree what to do next. We will confirm the details in writing. If you are still unhappy, you can ask us to refer your complaint to the Group's appeals panel.

When we believe your complaint is resolved, we will contact you to confirm that you agree, before closing the case and confirming this in writing.

This is the last stage of our complaints process, but if you are still unhappy you can refer the matter to the Housing Ombudsman Service. You will find their address on page 23.

## Surveys

We carry out regular surveys to find out our tenants' and leaseholders' views on the services we provide. The results of the surveys help us make improvements.

Some of our surveys are specific to a service you have used. However, we also carry out large-scale surveys, covering our work in general, that are designed to help us track trends in your views. From 2010, we will be carrying out large-scale surveys every year.

## Our staff

All the homes in your area (leasehold and rented) are managed by a single resident services team, with a resident services manager and officer. You can arrange to speak to or meet with them by calling the Service Centre.

The team is supported by anti-social behaviour caseworkers and income recovery officers, as well as a specialist leasehold team.

The Service Centre, your first point of contact, is staffed by fully trained customer service advisors.



Holborough Valley in Snodland, Kent.



Tina Bradford (pictured with Charlie) and Ross Ridout became shared owners of a two bedroom apartment in Crawley, West Sussex.

# Moving in

## Checklist

### Gas and electricity

Make sure you have terminated the supply at the home you are leaving and registered as the consumer at your new home. Remember to ask about different payment methods such as monthly instalments and budget schemes.

If you don't hold a key to the gas/electricity cupboard please contact the provider.

Find out how to switch off the electricity and the location of the gas stop-cocks (shut off where appropriate) and check that the supplies can be turned off in an emergency.

When leaving or moving into a property, always remember to read the gas or electricity meter and notify the respective agency.

### Landline phone companies

Arrange disconnection and/or re-connection.

### Water

Arrange payment of water and sewerage charges. Check the location of the water meter (if provided) and the stop-cock, so that the supply can be turned off if necessary.

### Central heating

If you have a gas boiler, check when the next service is due and arrange a service contract with a company on the Gas Safety Register.

### Contents insurance

Remember to arrange to insure your personal possessions or transfer cover to your new address. The structure of the building will normally be insured by the freeholder, but you should check your lease to see who is responsible for the payment. If you wish, you can arrange for contents insurance through Southern Housing Group (see page 23).

### Council Tax

You should inform the local authority when you move, to register for payment of Council Tax.

### External management company

If a management company provides services to your home, ensure they know that you have bought the property and that all charges due from the previous owner are paid up to date. Make sure you know which parts of the building are the management company's responsibility and how problems should be reported.

Your solicitor will have asked the solicitors acting for the seller to confirm your service charges, the level of the reserve fund (if any), any major works due to be carried out in the next year, when the property was last decorated and confirmation of the buildings insurance policy that covers your flat. Make sure you have this information to help you budget and so that you know how to claim on the policy if necessary.

## New schemes

### Heating and hot water

The information pack provided in new properties explains how your heating and hot water work. Read this advice first before reporting problems. If you have no manuals, please contact us.

### Home improvements and decorating

If you have purchased a new property, you are recommended not to decorate or carry out certain home improvements during the defects liability period (see page 15 for more details).

### Parking

If you bought the right to use a parking space, ensure you know the location of your space.

## Boundaries

### House owners

Make sure that you know the legal boundaries for your property, including your responsibility for maintaining any walls, fences, shared accessways and parking areas. If there are trees on your property check whether any are subject to tree preservation orders.

# Your lease

## About your lease

When you purchased your home, your solicitor will have examined your lease and should have advised you of its content. In summary, your lease sets out:

- how much your rent is (if any), when payments are due and when we can change your rent
- how much your service charge is (if any), the proportion of the costs you must meet, when payment is due, what services it covers (including contributions to a reserve fund to cover the costs of long-term repairs and how it may be altered)
- for shared ownership leases, the procedure for leaseholders to purchase additional shares of the equity (usually called 'staircasing')
- what to do if you wish to sell your lease or surrender it
- the grounds on which the landlord may terminate the lease by forfeiture or re-entry
- details of the responsibilities of both the leaseholder and the landlord for repairs and maintenance to the property, the structure and the common parts
- general conditions governing the occupancy of your flat/house
- details about insurance of the property.

If you require a fuller explanation of any clause in your lease, you should seek legal advice. However, for guidance, the main aspects of leases, and their impact on the management services we provide, are detailed in the following sections.



## Rent

If you purchased your home on a shared ownership basis, you pay rent on the part of your home that is owned by the Group. This is to finance our own repayments on the loan we took out to provide the property. It does not cover the cost of any repairs that may become necessary.

### Leases dated before 15 January 1989

If your shared ownership home was first sold before 15 January 1989, your rent has been calculated by the Rent Officer Service. This is known as a fair rent. The rent is reviewed every two years and any increase is determined by the rent officer.

If you do not agree with the rent set, details on the appeals procedure will be included with the determination.

### Leases dated from 15 January 1989

If your home was originally sold after 15 January 1989, you pay an assured rent. We calculate the assured rent based on the original value of our share at the time of first sale and it is increased annually. The date of your increase will be detailed in your lease, but it is usually 1 February or 1 April. The mechanism for increasing assured rents will also be detailed in your lease, however, it will normally be increased by the November RPI (Retail Price Index) or in relation to any increase in the cost of our loan if this should be greater than the RPI. Rents are used to service the private loans necessary on any development or purchase. We try to keep the increases as small as possible.

### Payment options

The first payment towards your rent and service charge will usually be made by your solicitor on completion of the purchase. Check the period that this sum covers to ensure that there is no missed payment before your direct debit takes effect. If you are purchasing by way of assignment (i.e. from a previous owner) check with your solicitor to find out the arrangements made with the vendor about apportioning the charges for the month of purchase.

After this first payment, rent payments are due in advance on the first day of each month. If you pay a service charge to Southern Housing Group then this is paid at the same time.

A direct debit mandate will be sent to you when you first purchase your home. You will need to complete the form and return it to the Service Centre in time for your bank to be notified, so that the direct debit arrangement can be set up before the next payment is due. You will need to allow 12 working days. Payments can be collected on any day of the month.

If the rent changes, we will give you at least four weeks' notice and take the altered amount from your account.

Using your PayMate card, which records your account details, you can also pay:

- by cash, cheque or debit card at a local Post Office
- by cash at any local store or petrol station displaying the PayPoint sign.

Alternatively, you can pay by phone in two ways:

- Call 0844 557 8321 to pay by debit or credit card using an automated service that operates round-the-clock, seven days a week. You will be given a reference number as proof of payment.
- Call the Income Recovery team at the Service Centre to pay by debit or credit card (see page 23).

Or you can pay online at [www.allpay.net](http://www.allpay.net) You will need your PayMate card to register for this service.

Or you can pay by text. You will first need to register at [www.allpay.net/textpay/login.aspx](http://www.allpay.net/textpay/login.aspx) Once you have done this, you will be able to pay by sending a simple text to the correct number.

## Service charges

Most leaseholders pay a variable service charge. This is reviewed annually and any increase usually takes effect from the beginning of the service charge financial year (normally 1 April, but see your lease). If your services are provided by another management company, any increase may take place on a different date in the year.



Gainsborough Studios in Shoreditch.

Service charges will differ from one scheme to another and depend upon the layout of the estate, the type of property you have purchased and the terms of your lease. Landlords are only allowed to make charges for services specified in the lease.

Leaseholders can now apply to Leasehold Valuation Tribunals for assessment of a reasonable charge. Details of the procedure (including the costs involved) can be obtained from the Service Centre.

### What will I pay for?

If you have purchased a house without any communal facilities you will pay a service charge which will cover buildings insurance and our management fee. However, if there are any communal areas such as courtyards, gardens or unadopted roads you will have to contribute to their upkeep and pay a proportion of the total costs as specified in your lease. These services will either be provided by us or by another management company.

If you have purchased a flat, you will pay a service charge for buildings insurance, the maintenance of common areas and a charge for the day-to-day maintenance of the block. You will also pay a contribution towards future replacement of structural elements of the buildings and towards redecoration of any communal hallways and the exterior of the building.

Generally, your charge may include some or all of the following items:

- buildings insurance
- gardening & grounds maintenance
- sweeping of grounds
- external lighting
- fire alarm maintenance (flats only)
- lift maintenance (flats only)
- maintenance of bin area
- paladin bin and skip hire
- routine cleaning of common parts
- lighting of common parts
- repairs service to common parts
- redecoration of common parts (flats only)
- replacement of floor coverings to common parts (flats only)
- repairs to entry phone (flats only)
- exterior painting (flats only)
- roof renewal (flats only)
- external lighting replacement
- communal lighting replacement
- resurfacing courtyards and parking spaces where they are not individually owned
- common drainage renewal
- repointing of walls (flats only)
- boundary wall renewals
- administration and management charge.

### Monitoring services

Where services are provided on your scheme we will normally visit the estate on a monthly basis to ensure that the expected level of quality and service is being provided. We aim for cost effectiveness and will respond to your comments on our service delivery. If you want to see a member of your resident services team when they visit, or to take part in an inspection, contact the Service Centre.

Where a scheme noticeboard is provided, a scheme services schedule will be provided for contractors to sign on the date of attendance. There is space for residents to comment on the service or request for work needed.

### Future provision (reserve fund)

It is essential on blocks of leasehold flats that we maintain a reserve fund to cover the costs of long-term repairs and maintenance. Initially, this will involve the redecoration of the interior and exterior of any common parts.



However, eventually, major replacements will be required, for example timber window frames, gutters, lighting, roofs etc. These costs can be high, so we aim to accumulate the funds in advance. This protects your asset and avoids the possibility that at some point the lessees living at the scheme are charged unexpected expenses.

We have undertaken stock condition surveys on a sample of schemes to help ensure that sufficient funds are collected to undertake major works as needed. We aim to extend this to all other schemes.

You will receive a statement of the balance of your scheme's reserve fund (including any interest accrued on the account) when you receive your annual income and expenditure account. Contributions to a reserve fund are not refundable should you sell your property.

Please note that if the cost of any major repairs or replacements exceeds the sum in the reserve fund, the additional cost is payable by the existing lessees.

### Administration and management

We have to cover the costs of administering the shared ownership scheme and managing the services at each development.

The costs involved in shared ownership include the collection and calculation of rents, administration of loans and staircasing.

Our general overheads include the cost of monitoring and setting up services. They also cover the costs of providing you with information and newsletters, and conducting surveys.

Although Southern Housing Group is a not-for-profit organisation, we must meet our costs. We review our administration charges each year and we try to ensure that the charges are maintained at an affordable level. We benchmark our charges with other affordable housing providers.

Where we incur exceptional costs in order to enforce individual leaseholders' obligations, we reserve the right to make additional charges.

### Will I get service charge accounts?

At the end of each financial year, we will prepare a statement of income and expenditure, showing actual costs compared to service charge income. The statement will also show the balance in the reserve fund that is for future repairs and maintenance. Reserve funds will be held in separate business reserve accounts.

The estimated annual cost of providing services to your development is calculated in accordance with the terms of your lease. In order to help residents budget, this annual charge is split into 12 monthly instalments and is charged at the same time as rent.

Each year, the amount of money we spend is added up. If the total spent is less than our estimate, then your service charge account will be in credit. In this case we will refund the amount to leaseholders. Obviously if we spend more than we have estimated, then the service charge must increase. If there is a substantial shortfall in income at the end of the financial year, we will discuss repayment methods with leaseholders.

On some developments, the services are not provided by us. This usually happens when we only own part of the scheme and the developers have appointed their own managing agent. In these circumstances, the managing agent may bill you directly for your services and we will not be involved. On some estates, the managing agent invoices us as the head lessee and the cost, therefore, needs to be reimbursed by leaseholders to us.

If you receive services from another management company, they should also produce a statement of accounts each year.

### DIYSO flat owners

Depending on the size of the block, and the freehold owner, you may pay a separate service charge to the freeholder or a managing agent. This will cover similar items as the list above. Service charges may be payable in one annual sum or monthly. Southern Housing Group is called the head leaseholder in this situation and will forward on to you any correspondence received from your landlord. If you are not happy with the services provided, please let the Service Centre know and we can advise you of the action that can be taken.

It is usually preferable for you to receive communication directly from your landlord and we will try to arrange this if possible. We may also grant you a proxy vote on behalf of Southern Housing Group in any leaseholder consultation that your landlord organises.

### DIYSO house owners

Purchasers of DIYSO houses will only pay for services (apart from building insurance and the shared ownership administration fee) if the house is on an estate with communal areas. In this case, you will be obliged to share the costs of maintaining the areas by paying an annual charge to a management company or other body. This may also include the costs of clearing blocked drains or maintaining communal aerials.



## Arrears

If you experience difficulties in paying either your rent and service charge or your mortgage contact the Service Centre and your mortgage lender immediately. The Service Centre will advise you on benefits you can claim or refer you to another agency for more detail or advice.

If you fall behind with your rent and service charge payments, we will contact you and discuss your circumstances. If you are unable to repay the debt immediately, we will consider payment by instalments. We will ask for your co-operation in making realistic arrangements to clear arrears and in maintaining these agreements. Your mortgage lender will also try to help you in these circumstances. If you fail to keep up with your mortgage payments, interest is accrued on the instalments unpaid.

If you have other debts and are not sure which to pay first, we can send you a debt advice guide that identifies priority debts and includes a personal budget sheet that you can complete to work out how much you can offer as additional payments to reduce arrears.

We fund an arrangement with independent financial advisers who can give you free advice on debt management or housing options. See page 23 for details.

The Citizens Advice Bureau can offer independent debt counselling advice and assist with preparing offers to creditors or submissions to County Court. Call the National Debtline on 0808 808 4000.

If your rent and service charge arrears rise or do not reduce and you do not respond to efforts to discuss the problem, or fail to keep to an arrangement to pay the arrears, we will approach your mortgage lender. We will usually ask the mortgage lender to pay the arrears on your behalf. Your mortgage lender may charge you for writing letters regarding rent arrears.

We will try to avoid going to court, but we will do so if necessary. Ultimately, if you do not pay, your property is at risk and you could lose your home.

If your financial situation is such that you decide to sell the property, we will try to assist as much as possible, including deferring valuation fees until completion of the sale.



Roedale Road in Brighton.

## Flexible tenure

If you are a shared owner but your circumstances have changed so that you will not be able to maintain rent and mortgage payments long term, it may be possible for you to reduce the equity that you currently own. This would involve us purchasing some of your share at current market values, which would decrease your mortgage but increase your rent. Please contact the Service Centre for further information.

## Housing Benefit and Department for Work and Pensions payments

If you become unemployed or your income reduces substantially, you should immediately contact the Housing Benefit office at your local authority to see if you are entitled to claim for Housing and Council Tax Benefit. You should also contact your local office of the Department of Work and Pensions. You may also wish to seek the advice of a Citizens Advice Bureau or legal advice centre. Claims are usually not back-dated so it is very important to make a claim as soon as your circumstances change.

If you are eligible for Housing Benefit this may cover part or all the cost of your rent and service charge each month. If you wish you can ask for payment to be made direct to us. If your account is seriously in arrears we will insist the Housing Benefit office pay us direct. It remains your responsibility to ensure that your rent payments are made in accordance with your lease.

If you qualify for Income Support or Income Based Jobseeker's Allowance, and you or your partner are under 60 years old, the Department for Work and Pensions will normally only pay half your mortgage interest for the first sixteen weeks of your claim. After that they will pay you the full amount of interest on your mortgage.

There is a 26-week waiting period before you can get mortgage interest benefit if you took out your loan before 2 October 1995 and a 39-week waiting period if you took it out after 1 October 1995.

Remember that mortgage interest benefit may not cover all of your monthly mortgage payment.

### Independent Advice

If you need further advice on dealing with your claims, you can contact your local Citizens Advice Bureau or Community Advice Services Ltd (CASL) for free impartial advice (see page 23).

### Purchasing additional equity (staircasing)

If you have purchased your home from us on a shared ownership basis, you have the option of buying a further share or buying outright. This is known as 'staircasing'. It is normally done in multiples of 25%, however, this should be confirmed by consulting your lease.

You buy further shares at the current market valuation. This valuation is carried out by an independent surveyor. This can be arranged through Southern Housing Group at your expense.

To purchase an extra share, you must first contact the Service Centre. We will then send you an information leaflet about the process and a letter requesting a valuation fee.

On receipt and clearance of your cheque, we will instruct a valuer who will undertake a valuation by prior appointment with you. The valuer will make a report to us. We will then write to you to explain how much a further share will cost and enclose a copy of the valuer's report. If you have made improvements to your property, e.g. refitted the kitchen, you should give the details to the valuer, who will provide a separate valuation of the property disregarding the improvements. This figure will be used to calculate the price of further shares. The valuation will remain valid for a period of three months.

If you wish to proceed you must notify us in writing, providing details of your solicitor. You then need to confirm arrangements for obtaining any additional mortgage and your solicitor will need to tell our solicitor when funds are available to complete your purchase.

The staircasing can only complete if there is a current valuation and the rent account is clear or any arrears paid at the time of completion.

Our solicitors will forward a 'Memorandum of Staircasing' to your solicitor, which will be signed and attached to your lease once the transaction has been completed.

The amount you pay for the extra share will be paid via your solicitor. The transaction will complete on the day that this occurs and at the same time your rent will be reduced accordingly.

If you staircase to 100% on a house, you will normally obtain the freehold as well. It is not normally possible to buy the freehold of a flat, even where 100% equity is purchased.

### Selling your home

You may resell your share of your home at any time. This is known as an 'assignment'. According to the terms of most leases, you must allow Southern Housing Group the opportunity to find a purchaser from our waiting list. We do however, have a time limit to find a suitable nominee. This will be detailed in your lease. In most cases, we will have a period of two months from the date of receipt of your written notice to find a purchaser for you. If we fail to find a purchaser for you within the two-month period, you will be free to sell your share on the open market.

Shared owner Emma Hibbs, outside the home she put up for sale on Caledonian Road in Islington.



If you wish to move to another area or a larger shared ownership property, you can register with our marketing department to be advised if such a property becomes available.

If you wish to sell your home, you must first contact the Service Centre, who will send you a letter requesting a valuation fee. On receipt and clearance of your cheque, they will instruct a valuer to carry out a valuation, by prior appointment with you. The valuer will report to us and we will then write to you to explain how much your share is worth and enclose a copy of the valuer's report.

If your lease does not give us rights to nominate a purchaser, you may then instruct an estate agent to market the property on your behalf. We would hope that you would instruct them to sell your shared ownership leasehold interest.

If Southern Housing Group does have nomination rights and you wish to proceed with the sale, you must sign and return the declaration that you agree to pay our administration costs. These costs will be determined by the lease – either 1 per cent of the value of the share sold, or our reasonable costs.

We will select suitable nominees from among the applicants interested in buying your home and send them a letter, giving brief details of your property and asking them to contact you if they are interested. If they want to view, appointment times will be arranged with you.

If several applicants wish to purchase, we will prioritise according to our sales policy and offer the property to the most suitable applicant.



Latham's Yard in Clapton, Hackney.

They are advised to apply for a mortgage and to instruct a solicitor. You will be asked to instruct a solicitor at this stage. Southern Housing Group will also notify its own solicitors.

Completion of the assignment will take at least eight weeks. Remember, your purchaser has to go through all the stages you went through when you first purchased the property. You should keep in regular touch with your solicitors to check progress.

When the purchaser has a mortgage offer and has signed the agreement to buy, you will be contacted by your solicitors to sign your part of the agreement. At this point, Southern Housing Group will have to sign a 'Consent to Assign' which gives consent for you to sell your home to the purchaser.

We make a standard charge for answering your solicitors' enquiries or providing you with copies of documents.

When the solicitors have all the agreements and a deposit from the purchaser, they will exchange contracts (i.e. make the sale legally binding) and set a date for completion.

The purchaser's solicitor sends the purchase price, less any deposit previously paid to your solicitor. Once this money is received, the sale is complete and possession is passed from you to the purchaser. You will normally vacate the property by midday on the day of completion.

NB: If you are in arrears with rent and service charge, completion cannot take place unless these are cleared before, or as part of, the completion of the sale.

### DIYSO flat owners: Buying the freehold

Your freeholder may decide to sell the freehold, and is obliged to offer it to existing long leaseholders first. If you wish to buy the freehold (possibly jointly with your neighbours) Southern Housing Group will not normally object to this. We would still hold a head lease while you are a shared owner, and we would need to be informed of any freehold transfer, have confirmation that buildings insurance cover is provided, and be reimbursed any legal costs.

Further advice on buying the freehold is available from the Leasehold Advisory Service (LEASE) on 020 7374 5380.

# Repairs and maintenance

## Newly built properties

Each new Southern Housing Group home has been constructed to National House Building Council (NHBC) standards. Under the terms of our contract with the builder, any reported building or materials defects which occur during the 12 months after handover to ourselves, will be made good by the building contractor. Electrical and mechanical defects (including plumbing) are also covered for 12 months after practical completion. After the first year major structural defects are covered under the NHBC Buildmark Warranty or similar, which continues until 10 years after practical completion. For properties that have been converted or refurbished, this period of warranty is reduced to six years.

Details of how to report defects will be included in the information sent to you by our marketing department when you move in. It is inadvisable for you to report defects directly to the builders since Southern Housing Group will be unable to help you if they do not deal with the problem properly. Our Service Centre will notify the builders, who will contact you to arrange a convenient time to remedy the problem.

NB: The builder cannot reasonably be required to remedy minor cosmetic defects. Ordinary wear and tear is not covered.

An inspection will be carried out in your property, usually by our development officer, employer's agent and builders' representative, towards the end of the defects period, normally 12 months after building work is completed (not 12 months from your date of purchase).

When all repair work has been finished you will be asked to sign a form that confirms that all defects have been made good.

If your property includes a gas boiler, you should arrange for the first service to be carried out before the expiry of the defects process.

It is most important that you report in writing any problems that have not been remedied before the defects period has expired. After the defects period is over, you are responsible for all the maintenance in your home.

## Condensation

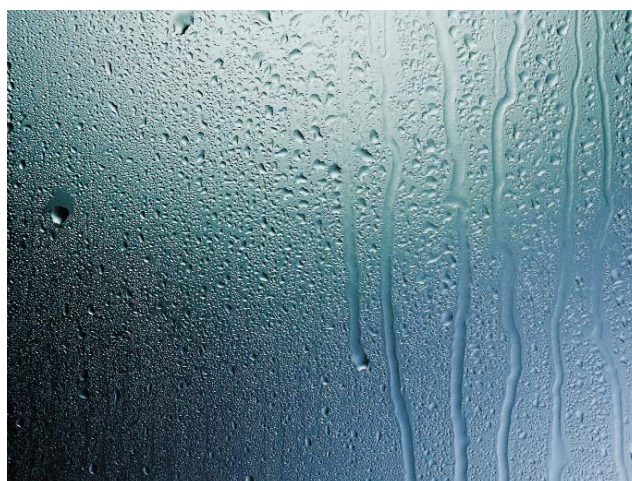
A considerable amount of water has been used in the construction of a new home. This must be given time to dry out.

Whenever possible, keep your rooms well ventilated with doors and windows open, and ensure that there is a reasonable level of background heating. You are also advised to leave cupboard doors ajar and try not to pack too many contents into them. This should help to prevent mildew from developing.

As the plaster dries out, there are likely to be minor cracks. This is normal and not a defect. Larger cracks should be reported within the defects period so that the builder can repair them.

Some windows and doors may swell and stick, particularly in damp weather. Planing them is inadvisable because draughty gaps may appear when the wood shrinks back during dry weather. The builder will ease swollen doors and windows within the defects period.

If you wish to decorate, it is advisable to wait at least one year until the walls have dried out.



Even when the building has completely dried out, condensation remains a potential problem. The high insulation standards of new homes means that unless windows are regularly opened or ventilation provided in some other way, water vapour from bathrooms and kitchens may condense on the walls and windows leading to an unsightly growth of black mould.

## Repair responsibilities

Owners of both flats and houses are responsible for carrying out repairs and maintenance inside their home. House owners also carry out all external repairs and maintenance. The cost of maintaining the outside of a block of flats has to be met fairly between all the residents. It is for this reason that the external maintenance of all blocks of flats is managed either by Southern Housing Group or by a private management company. The cost of such maintenance is met from your service charge.

If you notice that a repair is needed in the communal areas, please phone the Service Centre (or the management company, if you have one). If the repair is an emergency – i.e. it affects the security or health and safety of people living in your block, or the structure of the block itself – we will send out a contractor to ‘make safe’ within 24 hours. If the repair is not urgent, we will get it sorted out as soon as we can.

For emergency repairs outside office hours, please phone the emergency number given on page 23. A ‘pay on use’ service is also available for emergencies inside your property, but you will be expected to pay for this using a credit card.

It is essential that you arrange for any gas appliances to be serviced annually by an engineer on the Gas Safety Register.

If there is water leak from pipes in your property, which causes damage to another flat or the exterior of the property, we may contact you and require you to arrange for the necessary repair.



## DIYSO ownership

Owners of both flats and houses carry out repairs and maintenance inside their home. House owners also maintain externally.

If you own a DIYSO flat, you should check which communal areas are maintained by the freeholder and the arrangements for regular redecoration. You should also check how to report any repairs that are needed.

## Funding essential repairs

If your property needs essential work that you cannot afford, contact your local authority or advice bureau to see if grant funding may be available.

Alternatively, you may approach your mortgage lender to see if you can add to your borrowing. We will normally agree to this, providing:

- you do not borrow more than 80 per cent of the current value of your equity share
- the Mortgagee Protection Clause can be extended to cover the additional borrowing – but only where this is to fund work needed under the terms of the lease.

# Insurance

Buildings insurance is provided either by Southern Housing Group or the management company, if your development has one. This does not include cover for any contents other than permanent fixtures and fittings, such as the kitchen units and bathroom suite.

## Southern Housing Group cover

The cover is termed 'All Risks' but is restricted to accidental damage. This includes fire, explosion, earthquake, lightning, aircraft, flood, stain of water, storm, subsidence and heave. At the time of going to print, the policy is subject to an excess of £75 which is payable by the claimant. The excess for subsidence and heave is normally £1,000. Abuse, wear and tear, and ordinary maintenance are not covered by any insurance.

In addition, we also hold a public liability policy which covers the liability of an owner or shared owner of property up to an amount of £2 million, but not liability as an occupier, whether they are the same person or not. For example, if an upstairs occupier left a water tap running which caused damage to the downstairs occupier, the liability falls against the occupier and not the owner or landlord.

Where applicable, insurance cover is arranged as part of the block policy which Southern Housing Group holds to insure all its properties. The cover is renegotiated through a broker annually.

The interests of mortgage lenders in a property are automatically noted within the policy and do not have to be individually notified.

For full insurance protection as an owner or shared owner, in addition to the building policy, it is necessary to have contents insurance which will automatically provide the appropriate liability cover for occupiers as well as the usual physical risks of fire, water etc., for contents. This is now available through the Group by phoning the Service Centre.

If you require further advice about our insurance policy, or if you require a copy of the policy and schedule, please contact the Service Centre.

The buildings insurance policy is currently with Zurich Municipal. Claims must be made by contacting the Service Centre.

Should your property remain unoccupied after 60 consecutive days, the £75 excess is increased to £500. All services must be turned off.

Should your property remain unoccupied after 120 days (inclusive of the initial 60), it is no longer covered for accidental damage, escape of water from tanks/pipes and theft.

## Insurance by external management company

Buildings insurance is normally provided by your freeholder. You are entitled to see a summary of cover provided and have confirmation each year that the premium has been paid.

If you consider the cost of buildings insurance cover is excessive, you can appeal to a Leasehold Valuation Tribunal. Further advice may be obtained from LEASE on 020 7374 5380.



# Conditions of occupancy

All the conditions of occupancy are fully explained in your lease, but this section explains some of the issues most frequently raised by residents.

## Sub-letting

If you own your home on a shared ownership basis, sub-letting to someone else is forbidden under the lease.

However, in exceptional circumstances, Southern Housing Group may be willing to consider a request to sub-let a property. If we consent, for example, because you will be working abroad for a considerable time, we will need a copy of the assured shorthold tenancy agreement being used, details of the lettings agent involved and your correspondence address. If you wish to apply for permission to sub-let please contact the Service Centre.

Please note that as owner you will be responsible for ensuring that your tenant is aware of your obligations under the lease and does not cause nuisance or harassment to neighbours, which could lead to forfeiture of the lease.

A charge of £50 plus VAT will be made for granting permission to sub-let .

If you are a leaseholder who owns their property outright, you are allowed to sub-let, but we will still need your correspondence address.

## Anti-social behaviour

We are committed to ensuring that all residents enjoy their right to peace, quiet and security in their homes. We recognise that anti-social behaviour can have a severe effect on our residents' well-being and that as a responsible landlord we have a duty to take action to minimise it.

We will take appropriate and prompt action within our powers when dealing with disruptive residents and any other persons causing a nuisance or harassment on estates or in individual dwellings. This may include liaison with other landlords, the police and environmental health officers. Contact the Service Centre so that your problem can be investigated and dealt with promptly.

## Harassment

Harassment will not be tolerated and is seen as a serious breach of the lease. Any leaseholder or member of their household who commits an act of intimidation or violence against their neighbours may be taken to court.

Racial harassment, whether verbal or physical, will be severely dealt with. Perpetrators will be faced with lease forfeiture proceedings. This may result in them losing their home without compensation.

If you have suffered any form of harassment, you should contact the Service Centre so that the matter can be investigated and dealt with promptly.

## Improvements

If you wish to carry out any improvements to your home, you must first get our written consent. We will not withhold consent unreasonably.

Make your request in writing to the Service Centre, detailing the works you wish to carry out, with detailed plans drawn to scale, a specification of works and a builder's quotation. If you need planning permission, we will need a copy of the permission you have received from your council's planning department. Any works must always conform to Building Regulations and be carried out so as to minimise the disturbance to neighbours.



If you wish to borrow further money from your mortgage lender to finance the works, Southern Housing Group will normally agree, providing the total borrowing does not exceed 80 per cent of the current value of your equity share.

If you are considering installing laminate flooring, please consider the effect on sound insulation.

### Improvements to communal areas

If your block is currently all electric, we will not normally agree to the installation of gas, due to the difficulty of adding supply pipes unobtrusively. If you do wish to request permission to do this, full details of how the installation will be carried out will need to be provided and we will need to be assured that no additional costs would be incurred by other residents.

### Satellite dishes and digital TV

If you live in a house, we may allow you to erect a satellite dish or external aerial, with our prior permission, to the back elevation of the property.

Residents who live in flats are not permitted to erect dishes. If you erect a satellite dish without permission and we have to remove it, we will charge you the cost of removal. Many residents consider satellite dishes to be unsightly and some argue that the value of flats is reduced when satellite dishes appear on a block. Planning restrictions may apply.

However, if there is a demand, you can make arrangements for a communal dish to be fitted, with the costs being met by subscribers only. Put your request in writing to the Service Centre. Or, if you and three or more of your neighbours want to sign up to Sky, we are working with Sky to allow their contractors to install free dishes.

We will also allow you to install cable television in both flats and houses, with our prior written permission. New properties have ducting to allow for easy installation of a cable service, if there is no existing local supplier at the time of construction.

We are making sure that shared owners have access to Freeview in time for digital switchover. All our new-build schemes meet this standard and we have been upgrading aerials at some older schemes.



This owner on the Isle of Wight was able to keep a dog in her shared ownership house.

### Pets

If you live in a house or flat with a separate garden, we will not usually object to you keeping a dog or cat, providing that no nuisance is caused to your neighbours. However, most leases either do not allow pets, or only with written permission. We will not normally give permission to fit a cat flap to your front door.

### Door entry system

If a door entry system is fitted in your property, this is aimed to prevent unauthorised entry to the communal areas. Please do not release the lock unless you are sure of the identity of the caller, and do not wedge open any communal door, or tape down the release button on your handset.

## Car parking

Please make yourself aware of the rights that you and your visitors have to use parking spaces on your estate. Some properties are sold with rights to a particular parking space and you should only use another space if you have the agreement of the relevant owner. Some estates have no visitor parking spaces available and your visitors must park off the estate.

Cars should always be taxed and in roadworthy condition if they are parked on our estates. We will not normally give you permission to park commercial vehicles or caravans. Parking is only allowed within the designated area.

If a car has been abandoned on your estate, contact the Service Centre, with details of the colour, make and registration number. We will trace the owner via the DVLA and warn that the car will be disposed of and any cost recharged to the owner.



## Cycles

Owners should not store cycles in stairways where they block an escape route in case of fire, or damage the internal paintwork. Where possible, keep them in external stores or within flats.

## Pest control

You are responsible for dealing with infestations of ants, wasps, bees, fleas, mice and rats (except in common areas). Your local authority environmental health department may be able to help.

# Resident consultation

We believe in the value of consulting you about our services. We invite home owners to get involved in our work in a number of ways, including taking part in focus groups, joining forums, inspecting our services and sitting on formal committees. For more details, call the Service Centre to ask for our 'Active residents' guide', or go to our website at [www.shgroup.org.uk](http://www.shgroup.org.uk)

In addition, we are required by law to consult you over certain items of expenditure which exceed the limits as detailed in the Commonhold and Leasehold Reform Act 2002.

## Our legal duty to consult leaseholders

Section 151 of the Commonhold and Leasehold Reform Act 2002 requires us to consult leaseholders before we carry out any 'qualifying works' above a certain value or enter into any long-term agreement for the provision of services. We have to give you two, 30-day periods to say what you think.

We will send consultation notices to all leaseholders and any recognised tenants' associations.

### Qualifying works

Qualifying works are repairs, maintenance or improvements works to a building or other premises, which may cost any service charge payer over £250 in one financial year.

If we need to do work of this kind, we will send a notice of intention to each leaseholder and any recognised tenants' association. The notice will describe the intended works and will also tell you where you can inspect any relevant documents.

The notice will include an invitation for leaseholders to nominate a contractor. This could come from an individual leaseholder or a tenants' association.

We will consider any written comments you send us and then finalise the specification. We will then follow our tender process to get estimates, including the contractor who got the most nominations from leaseholders.



Home owner and Southern Housing Group Board member Jim Hitch pictured outside his home in Hackney.

After tender opening, the estimates will be analysed for accuracy and to make sure they meet the specification. We will then issue a statement setting out the estimated costs from at least two contractors, and a summary of the comments we received and our responses to them.

We will send out a notice with this statement, setting out where and when all estimates can be inspected and inviting each leaseholder to comment on any of the estimates. The notice will also specify that this is the second, 30-day consultation period and we will provide an end date.

If we do not choose the contractor nominated by a leaseholder or tenants' association, or the contractor who submitted the lowest quote, we will give notice, within 21 days, that we are entering into a contract, stating the reason for selecting this contractor and specifying a place and time for inspection of this document.

## Qualifying long-term agreements

Any agreement we enter into to provide goods or services, that will last longer than 12 months, is a qualifying long-term agreement. We might make a long-term agreement to cover:

- cleaning and gardening
- insurance cover
- security
- utilities
- maintenance of lifts /CCTV/door entryphone systems
- management agreements
- partnering for day-to-day repairs and maintenance
- partnering for cyclical redecoration.

We will consult you if we need to enter into an agreement for more than 12 months for any of these services and if the cost might exceed £100 in any one year per leaseholder.

Contracts of employment and management agreements with registered social landlords or local authorities are exempt from the 12-month rule.

The procedure for consulting you is a two-stage process similar to that for qualifying works. The second stage of consultation will also include details of:

- any provision for varying or determining the charges under the proposed agreement
- how long the agreement is intended to last
- the name and address of contractors and any connection they have to Southern Housing Group
- a breakdown of the estimate of how much the cost will be for individual leaseholders, or
- an estimate of the total expenditure for the building or premises, or an estimate of the current unit cost or hourly/daily rate.



Base 18 at our Royal Arsenal scheme in Woolwich.

# Useful numbers

## Contact us

Service Centre opening hours, 8am to 8pm,  
Monday to Friday

If you live on the UK mainland, phone  
0300 303 1771 and if you live on the Isle of  
Wight, phone 0300 303 1772

Email [service.centre@shgroup.org.uk](mailto:service.centre@shgroup.org.uk)

Website [www.shgroup.org.uk](http://www.shgroup.org.uk)

Write to Service Centre, Southern Housing Group,  
PO Box 643, Horsham RH12 1XJ

## Out-of-hours emergencies

If you live on the UK mainland, phone Homeserve  
on 08457 573 764 and if you live on the Isle of  
Wight, phone 0300 303 1772

## Housing and other advice

### Housing Ombudsman Service

81 Aldwych

London WC2B 4HN

Phone 0300 111 3000

Email [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

[www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk)

### LEASE (Leasehold Advisory Service)

Maple House

149 Tottenham Court Road

London W1T 7BN

Phone 020 7383 9800

Email via an online enquiry form on their website  
[www.lease-advice.org](http://www.lease-advice.org)

### NHBC

NHBC House

Davy Avenue

Knowlhill,

Milton Keynes MK5 8FP

Phone 0844 633 1000

Email [cssupport@nhbc.co.uk](mailto:cssupport@nhbc.co.uk)

[www.nhbc.co.uk](http://www.nhbc.co.uk)

## Community Advice Services Ltd

Royal London House

22-25 Finsbury Square

London EC2A 1DX

Phone 020 7920 6482

CASL answer calls on Monday to Wednesday,

10am-1pm and 2pm-5pm, and Thursday 10am to  
1pm.

Email [advice@caslimited.org.uk](mailto:advice@caslimited.org.uk)

[www.caslimited.org.uk](http://www.caslimited.org.uk)

## Department for Communities and Local Government

Housing Information

Direct contact 0303 444 0000

Email [contactus@communities.gov.uk](mailto:contactus@communities.gov.uk)

[www.communities.gov.uk](http://www.communities.gov.uk)

## Buildings insurance

### Zurich Municipal

Zurich House

2 Gladiator Way

Farnborough

Hampshire GU14 6GB

Phone 0870 241 8050 (office hours)

Phone 0800 0280 336 (out-of-hours emergencies)

## Contents insurance

You can opt for insurance through Southern  
Housing Group's membership of the 'My Home'  
scheme, with Allianz Insurance plc via broker  
Jardine Lloyd Thompson. To apply, call the Service  
Centre or phone Jardine Lloyd Thompson on  
08453 372 463.

For help with translations, or if a large type, Braille or taped summary would be useful, please contact Southern Housing Group's Service Centre on 0300 303 1771.

### Arabic

لمساعدتك في الترجمة يرجى الاتصال بمركز الخدمة على هاتف 0300 303 1771.

### Bengali

অনুবাদ সাহায্য পেতে হলে সার্ভিস সেন্টারে 0300 303 1682 নম্বরে ফোন করুন।

### French

Si vous souhaitez recevoir de l'aide avec vos traductions, appelez le 0300 303 1771.

### Somali

Wixii ah caawimo turjumaan ka soo wac Xarunta Adeegga telefoonka 0300 303 1771.

### Spanish

Si necesita que le ayudemos con alguna traducción, llámenos al 0300 303 1771.

### Turkish

Tercüme konusunda yardım için 0300 303 1683 'den Hizmet Merkezi'ni arayın.

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## Contact us

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If you live on the Isle of Wight, phone **0300 303 1772**

Email [servicecentre@shgroup.org.uk](mailto:servicecentre@shgroup.org.uk) Website [www.shgroup.org.uk](http://www.shgroup.org.uk)

Write to **Service Centre, Southern Housing Group, PO Box 643, Horsham RH12 1XJ**

