The Leaseholder Handbook

For

New Model

Shared Ownership Leaseholders

Eden Housing Association

EDEN
HOMES
AND COMMUNITIES

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Introduction

This handbook contains useful information about our services to you and your rights and responsibilities as a leaseholder. Please keep this in a safe place for future reference. If you need more information, don't hesitate to contact us, we will do our best to help you.

Please don't treat this handbook as a substitute for your lease. If there is any discrepancy between this document and your lease, your lease is the superior document.

About us

Eden Housing Association is a successful small independent Registered Provider of affordable homes with a rural focus.

We were established in 1997 following the voluntary transfer of housing stock from Eden District Council.

We now operate chiefly across North Cumbria owning and/or managing around 2,000 homes for affordable rent or sale.

Homes England is the government's housing agency, who monitor and regulate the work of EHA and other housing associations. For more information about Homes England, visit their website:

https://www.gov.uk/government/organisations/homes-england

How to contact us

By email: enquiry@edenha.org.uk

By Phone:
Mainline: 01768 861400
Our customer service team are open for telephone enquiries Monday to Friday 9am-5pm, and on a Wednesday 9.30am-5pm. We are closed on bank holidays. Outside of these hours your call will be answered by our out of hours service.

By Post: Blain House, Bridge Lane, Penrith, Cumbria CA11 8QU

The Lease and Your Legal Obligations

Your lease is a legally binding contract which sets out the rights and responsibilities of you the lessee, (or leaseholder) and EHA the lessor (or landlord).

You will have one of two types of shared ownership lease, either a standard lease or a protected area lease. Protected area leases are typically used in rural areas, to ensure affordable homes are available for future generations. As EHA has developed within rural areas the majority of our leases are protected. Your solicitor should have explained the provisions in the lease and provided you with a copy when you purchased the property.

If there is anything in your lease that you do not understand we will try to explain this but we are unable to provide legal advice in connection to the lease. You should always seek independent legal advice from your solicitor or you can use The Lease Advisory Service to obtain free expert advice on the law affecting residential leasehold **https://www.lease-advice.org**

Where can I find a copy of my lease?
Your solicitor should have provided a copy of your lease at the point of purchase. The Land Registry will also hold a copy if you are unable to locate this, but they will charge a fee.

Your Responsibilities

Below is a general summary of your responsibilities under your lease. Please note that this is a general summary of a typical Lease and it **may not** cover every aspect of your individual lease.

General Summary

Under your lease you have agreed

- To pay the rent, a service charge, and buildings insurance due in respect of your home
- To keep your home in good repair, clean and in good decorative order
- To clean the windows on a regular basis
- To allow us entry into your home with prior notification, for any relevant landlord's purpose
- To make good any defects which are your responsibility
- To allow those who are entitled to use and enjoy their respective rights over common parts
- To notify us if you intend to sell your home
- If we have to take any legal proceedings to end your lease (forfeiture), to pay the costs of serving the required legal notices
- To contribute towards the cost of repairing and maintaining any common parts of the building
- To inform us immediately about any damage to your home, however it is caused
- Not to cause any nuisance or annoyance to other people
- Not to make alterations of additions to your home without seeking approval first

Pets

Your lease states that you are not to keep any animals at the Premises without our written permission. We will not give permission for you to keep animals which we consider to be:

- Unsuitable for your home and/or
- Will cause or are likely to cause any fear or nuisance or annoyance to any other person and/or
- Will cause or are likely to cause damage to the Premises or any adjoining Premises

Where permission is granted, you are required to keep animals under control, and not to keep any animal that might damage your home or cause a nuisance or annoyance to others. You are also required to ensure that the animal doesn't foul in your home or in the shared areas outside the property on, for example, roads, footpaths, communal gardens or play areas in the local area.

Rent, Administration Charges, Service Charges and Buildings Insurance

The amount of rent you pay will be based on EHA's share. If you increase your ownership percentage, you'll pay less rent. Rent is payable on the 1st of every month by direct debit.

Annual Rent Increases

The amount by which we can increase your rent each year is determined by your lease. The rent increase is linked to inflation, using either Retail Price Index or Cost Price Index, with an additional percentage added.

Administration Charges

Reasonable administration charges are charged by EHA for additional services requested by leaseholders. Examples include granting consent, dealing with breaches of the lease and pre-sale enquiries.

Service Charges

Service charges are payable by leaseholders for the cost of managing, maintaining, repairing and providing services to the block or estate in which they hold their lease. Some of these services may not be directly managed by EHA, instead they may be provided by another managing agent appointed by the developer of the estate.

If the service charge is variable, prior to the start of the year we will write to you to tell you what we estimate the cost to be for the services we will provide to you in the coming year. This will be your service charge for that year. After the end of each financial year, we will write to you again to tell you how much each service cost. Where we have not charged enough you will be invoiced for the deficit and where we have charged too much, the surplus amount will be credited to your payment account.

If the service charge is fixed prior to the start of the year, we will write to you to tell you what we estimate the cost to be for the services we will provide to you in the coming year. This will be your service charge for the year. There will be no adjustments made for any surplus or deficit.

For any changes to 'qualifying long-term agreements', any contracts with a term of over 12 months and with a cost of £100 or more in one year for any one service charge payer, statutory consultation will be carried out. This also applies for any 'qualifying works' which includes works on a building or premises where the cost to the leaseholder is more than £250.

It is important that you refer to your individual lease to see which of these services are provided to you.

Services can include:

- Communal Lighting/Heating
- Laundry
- Communal Cleaning
- Grounds Maintenance
- Bin Stores
- Window Cleaning
- Lift Servicing and Maintenance
- TV Aerials
- Building and Fire Safety Compliance

Buildings Insurance

EHA is responsible for arranging the buildings insurance cover on your home.

This is not a contents insurance policy. You are responsible for arranging your own contents cover for items such as kitchen appliances, carpets and other personal belongings.

Buildings Insurance is provided by Protector Insurance. Should you suffer loss or damage and wish to make a claim, you need to notify the Claims Department on **0161 274 9077** or email claims@protectorinsurance.co.uk as soon as possible with details.

Claims must be notified within seven days of the event in the case of damage caused by anti-social behaviour.

Please make it clear when you contact them, that you are one of our policy holders, quoting **policy number 3321391**.

In most cases they will tell you straight away whether your claim is covered by the policy. If it's covered, they will tell their preferred supplier about the claim, who'll contact you to arrange a time to carry out the work.

In some cases, they may arrange an inspection to look at the damage, but they will let you know if they need to do this.

Please note that a £50 excess applies in respect of, each and every loss and a £1,000 excess for any subsidence claims.

You must tell the insurers about any event that leads to a claim within 30 days. They will refuse to accept a claim if you don't tell them within that period.

Repairs

You are responsible for the full cost of repairs and maintenance of your home, regardless of the percentage share that you own.

As a leaseholder you are responsible for all repairs inside your home. This could include:

- Boilers
- Ovens
- Floor coverings
- Plumbing and electrics
- Pipes, cables drainage that serve your home

Building Warranty
New-build properties are covered by a warranty the builder must take out before building a scheme. This may be with the NHBC or LABC or an alternative warranty provider. The certificate will be provided by your solicitor at the point of purchase. If you buy a home through a resale, any remaining period on the building warranty will transfer to you.

Initial Repair Period

ONLY APPLIES TO NEW BUILD SHARED OWNERSHIP LEASES FUNDED THROUGH AFFORDABLE HOMES PROGRAMME 2021-26

If your lease includes an Initial Repairs Period EHA is responsible for repairs to the structure of the building for the first ten years, whilst you remain as a shared owner.

This responsibility is removed if you staircase to 100% ownership.

Please note, you are still required to pay the service charge if your new home has an initial repair period.

During the initial repair period, you can claim up to £500 a year from EHA to cover repairing, replacing (if faulty) and maintaining fixtures and fittings that:

- Supply water, gas or electricity – for example sinks, bath and pipes
- Heat your home, for example a boiler or a radiator

It does not include:

- Other fixtures (such as kitchen cabinets) and fittings (such as a bed or sofa)

- Appliances that use your gas, electricity or water supplies, such as ovens or washing machines
- Repairs covered by the building warranty or any other guarantee

If the repairs are covered by the building warranty or another guarantee, check the warranty or guarantee documents to find out how to claim for the repairs.

Payment for repairs cannot be claimed if you break the terms of your lease. For example, if you:

- Cause damage on purpose
- Do not arrange routine servicing and maintenance, such as regular boiler servicing
- Payment will not be made for works that are covered by the buildings insurance

You will need to have your boiler serviced every year by an engineer on the Gas Safe Register https://www.gassaferegister.co.uk

You need to let us know in advance if you think you have a repair that is covered by the Initial Repair Period. We will determine if this is covered and let you know what you need to do next. We may need to inspect your home or ask you for further information such as photographs.

Once we have given you the go ahead, you will need to arrange and pay for the repairs yourself and then claim the repairs allowance from EHA. You can claim up to £500 each year.

You must use a Trustmark-approved tradesperson or professionals approved by EHA. You can find a local tradesperson on the Trustmark website
https://www.trustmark.org.uk

If you do not claim the full repairs allowance in one year, maximum of one year's allowance will roll over to the following year.

Example of how the repairs allowance works if you claim in years 2 and 3

	Repairs allowance	Allowance claimed for repairs	Amount rolled over to next year
Year 1	£500	£0	£500
Year 2	£1,000 (£500 + £500)	£750	£250
Year 3	£750 (£500 + £250)	£0	£500

If you sell your home, the repairs allowance will usually transfer to the new owner if they are a shared owner. If the new owner buys a 100% share, they do not get the repairs allowance.

If you staircase to 100% the initial repairs period will end.

Home Improvements, Decoration & Material Changes

At Eden Housing Association, we understand that you may wish to make your home more comfortable or suited to your needs. However, before carrying out major improvements, **you must get written consent from us**.

What You *Don't* Need Permission For

You don't need to ask us for permission to carry out routine cosmetic work, such as decorating, or to replace fittings like-for-like—for example, changing your kitchen tap or retiling your bathroom.

When Permission *Is* Required

You must contact us **before starting any work** that involves:

- Changing the layout of your kitchen or bathroom (e.g., moving sinks, toilets, or appliances).
- Altering where pipes or utility supplies enter your home.
- Extending the home or adding a conservatory

Please note that Shared Owners (owning less than 100% equity) are prohibited from carrying out structural alterations or additions. These can only be considered following staircasing to 100%.

If you're unsure whether permission is needed, it's always best to check first. Contact our **Customer Services Team on 01768 861400**—we're here to help guide you through the process. If you go ahead without permission, we may ask you to reverse any unapproved changes and restore your home to its original condition.

How to Request Permission

If your planned work requires approval:

- Submit a written request outlining what you intend to do
- Do not start work until you have our written agreement
- We may need to visit your home to discuss the proposed changes
- An administrative fee may apply for processing your request

Permission is usually granted unless there are valid reasons not to—such as health and safety risks or if the work affects areas that are EHA's responsibility, such as external walls, communal areas, or window frames.

Additional Responsibilities

If we approve your alterations:

- You may still need approval from your local authority, such as Planning Permission or Building Regulations approval
- You will be responsible for repairing and maintaining any alterations you carry out

Replacing Windows or Doors

Under your lease, replacing windows isn't typically allowed without a formal agreement. However, in some cases, we may approve window replacements, subject to:

- A potential lease amendment making you responsible for future upkeep
- Our inspection of the proposed work
- Proof of compliance with current standards (eg FENSA certification)

If you're looking to replace your front or back door, the situation may be different. These doors are usually your responsibility under the lease. That said, you must still inform us before replacement—especially if your home is part of a shared block, to ensure fire safety and building regulations are met.

If you’re in doubt about any part of the process, please get in touch with us for further advice and assistance.

Carrying out alterations without permission may be breaking the terms of your lease and we may ask you to put your property back to how it was or to make sure that the alterations reach an acceptable standard.

Major Works

Major works projects are 'large scale' repairs such as, but not limited to:

- Window or roof replacements
- Fire safety work
- Communal decoration

Eden Housing Association is responsible for these works to maintain the common parts and fabric of the building. Major works projects need a considerable amount of organising before they start. This section sets out what to expect at each stage of a major works project, including our commitments and how you can get involved. Please note that the process described here, primarily relates to larger traditional major works projects delivered by our major works partnering contractors. It also relates mainly to projects covering blocks of properties. The process may differ for individual street properties or smaller projects delivered by one of our other contractors such as fire safety works or emergency lighting upgrades. This is because they may differ in size in terms of budget, number of properties or timescales, or the work may need to be done urgently.

Our major works programmes are delivered by a range of specialist contractors, each with a wealth of knowledge and experience in delivering large scale projects within the Social Housing Sector.

Statutory Consultation (under Section 20 of the Landlord and Tenant Act 1985, as amended)

Landlords, including social housing providers are legally required to consult with leaseholders before carrying out major works. This means that leaseholders are entitled to further consultation, often referred to as "Section 20" consultation.

The process includes consultation on the proposed works, the contractors who will be invited to tender for the works and the estimated costs.

You will receive several statutory notices during the consultation process where we will ask you for your observations within a set time period.

We will ensure that all observations are considered, and responses provided as a part of the process.

You will be notified of the final outcome of the consultation process, and the proposed timeframes for the works.

Safety in Your Home

Gas Safety

If you have fixed gas appliances in your home, such as a central heating boiler, gas fire or gas hob it will have a warranty from the manufacturer, usually for one year from the date it was installed. After that, it's essential for the safety of you and your family that you get these serviced every year by an approved engineer. Failure to maintain your gas appliances correctly can lead to a carbon monoxide (CO) leak. It is important to be aware of the dangers of CO in the home. CO is a highly poisonous gas with no colour, taste or smell. Symptoms of CO poisoning can easily be confused with flu, and include headaches, nausea, dizziness, chest or stomach pains and general lethargy.

Leaseholders are responsible for ensuring the gas safety of their property, including regular checks of all gas appliances, pipework, and flue:

- Get your gas appliances checked annually by an approved engineer. Appliances that are properly installed and serviced, and have sufficient ventilation, are efficient and safe.

A Gas Safety registered engineer is a gas expert. They have undergone extensive training in order to be qualified to gain registration. You can find a Gas Safety registered engineer, by visiting the Gas Safety website https://www.gassaferegister.co.uk . The majority of work carried out by illegal gas workers has been found to cause serious safety defects. By using a tradesperson that is not Gas Safety registered, you're taking your life into your own hands. Gas Safety registration does not automatically cover all areas of gas work. Most installers specialise in one or more areas, so you must check they're qualified to do the work you require (e.g. fit a boiler). You can check with Gas Safety's Customer Services team on 0800 408 5500 or look on the back of the engineer's ID card.

Eden Housing Association may request your most recent LGSR (Gas Safety Check)

- Make sure rooms and heaters are well ventilated
- Have your chimneys and flues checked regularly
- Ensure you have an in-date CO alarm. These are available from most good DIY stores or you can get one from an approved engineer. A CO alarm will measure the concentration of CO in a room and sound an alarm if the CO concentration is at a dangerous level. If you buy a CO alarm, make sure it meets current British and European safety standards and choose an audible one so that you could be alerted even if you're asleep. Read the manufacturer's instructions carefully before you install it.

Remember If you have sublet your apartment and it has any gas appliances in it, the Gas Safety (Installation and Use) Regulations 1998 apply to you. This means that as a landlord you have a duty by law to your tenants and you must make sure that a gas safety check is carried out every year and that your appliances are properly maintained

Grounds Maintenance

If your home has communal and shared areas of land with landscaping, grassed areas, flower beds, bushes, hedges or trees, they will need work carrying out on them at regular but differing intervals.

We are responsible for arranging and managing a contract for grounds maintenance to be carried out to an agreed programme and detailed specification. We'll keep you informed of this and any amendments to the contract.

A contribution towards the cost of this service is included in the service charge.

Fire Safety

Eden Housing Association will carry out annual Fire Risk Assessments on internal communal areas.

Remember, when you share a building with other individuals and families, your safety and theirs depends on everyone cooperating and acting responsibly.

- In your own home, do not block your hall or put portable heaters or anything that catches fire easily there. It is the only escape route for you and your family.
- Do not place any personal items, including mobility scooters, in common areas including bin rooms, meter cupboards and stairways. Both us, as landlord, and you, as leaseholder, have a responsibility to ensure these areas are free of combustible materials.
- We will carry out regular inspections of common areas to ensure fire safety is maintained
- Where dry risers are provided in your building, these will be used by the Fire Service if a fire breaks out in the building. You must not tamper or interfere with or block these outlets as this will compromise yours and others safety.
- Make yourself aware of the fire evacuation procedure
- If you live in a communal area with a lift the system has been designed to enable firefighters to use it in an emergency. Lifts are not available for residents use in emergency fire evacuations.

Fire Doors

Fire doors are necessary to ensure compartmentation in a building. EHA are responsible for inspection and replacement of fire doors within communal areas which includes flat entrance doors in those communal areas.

If a leaseholder wants to replace a flat entrance door, permission must be obtained from EHA to ensure it meets current legislation requirements.

The leaseholder should adhere to the following:

- Fire Doors should be kept shut when not in use
- Do not tamper with self-closing devices
- Report any fault or damage immediately to Eden Housing Association
- It's really important that you don't make any alterations to fire doors that could affect the protection they offer in the event of a fire. This includes things like drilling or knocking nails into your door to attach any signs or decoration.

Smoke Alarms

A smoke alarm is a warning device that detects smoke at the earliest stages of a fire and sounds a piercing alarm to warn you if a fire occurs in your home. Many people killed in house fires are asleep at the time. A smoke alarm will wake you up and give you vital extra time to escape.

- Smoke alarms are fitted. It is strongly recommended that you have Smoke Alarms fitted, if they are not already installed.
- Smoke alarms should be one every story of your home, in hallways, landings, and in or near bedrooms with a heat detector in your kitchen. Advice can be sought from the Fire & Rescue Service and a home safety visit can be arranged with them to ensure you are fully protected.
- You should test your smoke alarms each week to make sure they are working properly. Never remove the batteries unless you are replacing them. Gently vacuuming the outside of the smoke alarm every six months will help to make sure dust does not affect its ability to detect and warn you of a fire.

Electrical Safety

You are responsible for electrical tests (EICRs) within your own home and EHA is responsible for repairing and maintaining any communal installations in a block of flats.

Your responsibilities include the following requirements around electrical safety to make sure that you and your neighbours are kept safe:

- Arranging regular electrical safety tests - EICR (every 5 years) **within your own home** – if you live in a block, we will arrange these for any communal areas
- Asking EHA for permission to carry out alterations, additions and improvements to your home that may affect the electrics
- If we authorise any changes to your electrics, we will need a copy of the certification from the electrician, who must be a member of a recognised competency scheme such as the NICEIC, ECA or NAPIT
- Making sure a qualified electrical engineer carries out any other electrical work

You can find a NICEIC registered electrician by visiting the NICEIC website: Find a Registered Electrician or Contractor | NICEIC

Staircasing

You can buy more shares in your home after you become the shared owner. This is known as 'staircasing'. When you buy more shares, you'll pay less rent.

If you bought your home on or after 1 April 2021, you may also be able to buy shares of 1% each year for the first 15 years. Please refer to your lease to check whether this applies to you. You cannot buy shares of 2%, 3% or 4%.

Buying Shares of 5% or More

You can usually buy additional shares at any time.

The cost of your new share will depend on the market value of your home when you want to buy the share.

You'll need to pay for a valuation by a surveyor who is registered with Royal Institution of Chartered Surveyors (RICS) **https://www.ricsfirms.com/residential.** We will let you know whether we will arrange this or if you need to arrange it yourself.

On receipt of the valuation report, we will confirm the price you will need to pay to purchase the additional share.

We will charge an administrative fee each time you buy a share of 5% or more.

You must complete the purchase within 3 months of the valuation date. If not, a new valuation report will be required.

Valuations and Improvements

If you have made home improvements which affect the value of your home, the valuation must show 2 amounts:

- The current market value – this is the home's value including any increase because of home improvements
- The unimproved value – this is the home's value ignoring the value added by any home improvements carried out

If you have had EHA written permission to carry out the home improvements, the price of additional shares is based on the unimproved value.

If you did not get written permission from EHA, the price of the additional shares is based on the current market value.

Buying Shares of 1%

The price of a 1% share will be based on the original price of your home, increased or decreased in line with the House Price Index (HPI). EHA will provide a HPI valuation at least once a year or whenever you ask to buy a 1% share.

You or EHA can choose to use a Royal Institution of Chartered Surveyors (RICS) **https://www.ricsfirms.com/residential** valuation instead of HPI. Whoever asks for the RICS valuation must pay for it. The most recent RICS valuation will be used as the basis for future HPI valuations.

You cannot roll over the unused options to buy 1% shares to future years.

EHA will not charge an administration fee when you buy a 1% share.

Maximum Share You Can Own

For most shared ownership homes, the maximum share you can own is 100%. There are some exceptions.

In some places, referred to as 'designated protected areas', you may only be able to buy a share of up to 80%, please either check your lease or contact EHA to confirm.

Some homes designated specifically for older persons have a maximum ownership level of 75%.

Fees

If you require legal advice when you buy a share, you must pay your own legal fees and any other applicable staircasing fees if they apply.

Forfeiture

EHA has the right to terminate a lease and regain possession of the property where there is a serious breach of the lease.

This can occur if the leaseholder fails to pay rent or breaches other covenants within the lease.

EHA will only seek to forfeit the lease as a last resort, when all other available options have been exhausted.

Re-Mortgage and Further Lending

EHA consent is needed before re-mortgaging or seeking to secure further loans against the value of your property. Please contact us for further information about this.

Selling Your Home

Resales

If you are considering selling your home, please contact us and we can help you through the process.

You will be required to provide a report from a Surveyor, who is a qualified member of the Royal Institution of Chartered Surveyors (RICS), that details the market value of your home.

After the market value has been agreed by EHA, you can then proceed to market your home on the open market, but only after EHA has been given the opportunity to nominate a purchaser for your home.

Any potential buyers need to be approved by EHA, to meet the eligibility and affordability criteria set out within the lease. Much the same as when you purchased your home, they may need a local connection and will need to meet the affordability criteria and any other conditions.

If you would like to discuss this in more detail, please contact us.

Buy Back

Eden Housing Association may buy back properties in specific circumstances, please contact us for more information.