# EDEN HOUSING ASSOCIATION LIMITED

# LEASEHOLD MANAGEMENT POLICY

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| **Document Reference Number:** | **CORP 12** |
| **Document Owner:** | **Suzanne Hall** |
| **Approved By:** | **Executive Team** |
| **Approved Date:** | **1 April 2026** |
| **Policy Implementation Date:** | **8 April 2026** |
| **Revision Cycle:** | **1 Year – Annual review until 2030** |

This policy applies to Eden Housing Association and all its wholly owned subsidiaries.

## Review/Amendments Record

| Date | Change by | Summary of Change |
|---|---|---|
| 5.7.18 | Suzanne Davis / Julia Monkhouse | Review of document. |
| 6.7.18 | Caroline Leonard | Addition of Review/Amendments Record |
| 27.7.18 | Jenny Everingham | Changes to Sec 9.2 – Leaseholder monitoring |
| 30.10.2025. | Suzanne Hall | New Policy to replace previous |
| 02.12.2025. | Suzanne Hall | Amended as per Ann's guidance and removed targets |
| 04.12.2025. | Suzanne Hall | Further amendments added in red – Ann to review |
| 03.02.2026. | Suzanne Hall | Final review – including responsibilities |

## 1. POLICY STATEMENT

1.1 Eden Housing Association (EHA) provides services for several types of leasehold property, the main types being:

- Shared Ownership
- Properties purchased through the Right to Buy or Right to Acquire and those that are subsequently sold on
- Leasehold for older persons

## 2. PURPOSE AND SCOPE

2.1 This policy sets out our approach to Leasehold Management. This is a general policy covering all leasehold matters, setting out the aims, principles and values that will be followed by EHA.

2.2 The main objectives of the Leasehold Management Policy are:

- To treat leaseholders as customers, offering high quality services which represent value for money. EHA recognises that it shares long term interests with its leaseholders for the upkeep of properties and the surrounding environment. We will offer opportunities for leaseholder involvement, feedback and an efficient complaints procedure

- To comply with all relevant legislation, regulatory guidance and Codes of Practice, and to learn from examples of good practice

- To communicate clearly with leaseholders by providing accurate, timely and understandable information and advice

- To comply with requirements to consult leaseholders over the provision of services and in advance of any improvement or major repairs programmes

- To take an Association-wide approach to leasehold management

## 3. STRATEGIC PRIORITIES

3.1 This Policy supports the following strategic priorities of EHA:

- Good quality, safe and affordable homes
- Tenant voice and influence
- High performing and resilient organisation

## 4. REGULATORY AND LEGISLATIVE REQUIREMENTS

4.1 Key relevant regulation and legislation include but is not limited to:

- Landlord and Tenant Acts of 1985 and 1987
- Leasehold Reform, Housing and Urban Development Act 1993

- Housing Act 1980, 1985, 1988, 1996 and 2004
- Commonhold and Leasehold Reform Act 2002
- Property Misdescriptions Act 1991
- Consumer Protection Act 1987
- Law of Property Act 1925
- Unfair Terms in Contracts Regulations 1999
- Ground Rent Act 2022
- Arbitration Act 1996
- Leasehold and Freehold Reform Act 2024
- Leasehold Management Good Practice Guide – CIH
- Homes England – Capital Funding Guide
- Social Housing (Regulation) Act 2023 (RHS Consumer Standards)

4.2 Relates to key internal EHA policies, procedures and handbooks, as listed below:

- Rent Arrears Policy
- Harassment Policy
- Resident Involvement Policy
- Equality & Diversity Policy
- Anti Social Behaviour Policy and Strategy
- Complaints & Compliments Policy
- Customer Care Policy
- Domestic Abuse Policy
- Value for Money Strategy
- Service Charge Policy
- Right to Buy & Right to Acquire Procedures
- Shared Ownership & Shared Equity Procedures
- Local Connection Policy
- General Leaseholder Handbook
- Heysham Leaseholder Handbook
- Shared Equity Leaseholder Handbook
- Shared Ownership Leaseholder Handbook
- Shared Ownership (New Model) Leaseholder Handbook
- Administration Fees & Charges Schedule
- Credit Consumer Licence
- Staircasing Guide
- Lease Extension Guide

## 5. DEFINITIONS

5.1 A **leaseholder** is somebody who has purchased a property on a lease.

5.2 A **freeholder** is somebody who owns the property (or block of properties) outright, including the land that it is built on.

5.3 A **lease** is a contract between the landlord and the leaseholder which sets out the rights and responsibilities, including financial obligations, of both parties.

5.4 A **Variable Service Charge** is an amount payable by a tenant or leaseholder of a property as part of or in addition to the rent, for services, repairs, maintenance, improvements, insurance, or the landlord's costs of management; and the whole or part of which varies or may vary according to relevant costs.

5.5 A **Fixed Service Charge** is an amount which does not change throughout the year, even if the actual cost of the services, differ from the estimate.

5.6 **Ground Rent** is a rent payable by a leaseholder of a property to the freeholder, as required by the lease. EHA ground rents are either £10 per year or a 'peppercorn', (zero financial value).

5.7 The **First Tier Tribunal (Property Chamber)** is a part of HM Courts and Tribunal Services. The Tribunal deals with residential disputes including Service Charges.

## 6.0 THE LEASE

6.1 EHA and its leaseholders are bound by the terms of the lease. Leases vary subject to circumstances, such as the date they were issued, the type of property they relate to and the area or estate on which the property is situated. The lease sets out the rights and responsibilities of both the landlord and the leaseholder, including:

- Repairs and maintenance to the property, the structure and the common parts
- Services to be provided by the landlord
- Charges to be paid by the leaseholder
- Procedures for the leaseholder to assign the lease
- Procedures for leaseholders to buy additional shares (shared ownership leases)
- Grounds for the Landlord ending the lease

6.2 The assignment of leases is through resale or surrender and regrant (pre-emption). Copies of leases are filed against each property. All parties are provided with a copy of the lease, via their respective legal representative. All leases are registered with the Land Registry.

6.3. A Leaseholder Handbook is available from EHA for each specific type of leaseholder:

- General Leaseholder
- Heysham Leaseholder
- Shared Equity Leaseholder
- Shared Ownership Leaseholder
- Shared Ownership (New Model) Leaseholder

## 7.0 GROUND RENT

7.1 Ground Rent is payable on demand. The Leasehold Reform (Ground Rent) Act 2022 ended ground rents for new leases, with a nominal ‘peppercorn’ rent of effectively zero payable for these leases.

## 8.0 SERVICE CHARGES

8.1 EHA will provide the services as required under the terms of the lease and will charge each leaseholder for their proportionate share of the costs through the annual service charge.

8.2 The lease determines:

- If Service Charges are Fixed or Variable
- Which services are to be provided
- If there is a Sinking Fund
- Payment Terms

8.3 For variable service charges EHA will estimate costs for the coming year and inform the leaseholder at the beginning of the year. The actual cost will be determined at the end of the financial year. If there is a surplus this will be credited to the leaseholder’s payment account and any deficit amount will be invoiced to the leaseholder. For example, if the total costs of services are estimated to be £1,000 for the year, that is what the leaseholder will pay. After the end of the year, if the total costs come to £800, then the surplus of £200 will be paid into the leaseholder’s payment account. Similarly, if the costs total £1,200 for the year, then the leaseholder will be sent a bill for the deficit of £200.

8.4 Service charges should be paid in full, and any apportionments agreed between an incoming and outgoing leaseholder.

8.5 EHA will issue an Annual Service Charge Certificate for Variable Service Charges in accordance with the lease.

8.6 Service Charge disputes will be initially dealt with via EHA’s Formal Complaints Process. If a leaseholder remains dissatisfied, they can direct their complaint to the Housing Ombudsman as an alternative route for complaints and dispute resolution. A leaseholder who believes any service charges to be unreasonable can also apply to the Tribunal to challenge.

8.7 High value service charges can be paid over a 12 month period. Failure to pay may result in a charge being placed on the property.

8.8 EHA will apply a discretionary cap of £30,000 per leaseholder against any individual service charge for major works of a high value.

8.9 There are significant proposed changes included in the legislation. However, these are not yet in force. This policy will be updated to ensure compliance with any secondary legislation as and when it is introduced.

## 9.0 SHARED OWNERSHIP RENT

9.1 Shared Ownership rent is unlike a standard tenancy rent. The purpose of the charge is to finance the unowned equity. The rent is set at the outset of the lease, based on a percentage of the initial value of the property.

9.2 The rent is paid to EHA. It is reviewed annually in accordance with the lease. The rent can be increased annually by up to Retail Price Index (RPI) plus 0.5% or Consumer Price Index (CPI) plus 1% (or more) depending on the lease.

9.3 The existing rent is adjusted following staircasing in relation to the percentage ownership.

## 10.0 REPAIRS, MAINTENANCE AND MAJOR WORKS

10.1 EHA will maintain, repair and replace the external fabric of the building, (blocks of flats), shared communal areas and grounds in accordance with lease obligations.

10.2 This will include day-to-day repairs, cyclical maintenance and major works.

10.3 Leaseholders are required under the terms of their lease to contribute a proportion of the costs of the works carried out by EHA. This is collected through the service charge.

10.4 Major works are large projects of work such as the renewal of a roof, window frames or communal elements within a block such as a lift. In such cases, where the cost to any one leaseholder will be more than £250, EHA will carry out statutory consultation as required by the Landlord and Tenant Act 1985 (as amended). This provides leaseholders with the opportunity to comment on the proposed work and the choice of contractors to carry out the work.

10.5 Leaseholders are responsible for the repair and maintenance of the property as specified in the lease. Where this includes the flat entrance door, the door should meet current Fire Safety requirements when applicable, and any such work carried out to the property should not impact on the structure or breach the compartmentation of the building. Evidence of full compliance with current legislation at the time of the installation will be required.

10.6 Leaseholders are responsible for allowing access to inspect the internal condition of Flat Entrance Doors and Frames on an annual basis.

10.7 Where a leaseholder has not maintained their property in accordance with their lease, EHA may seek to enforce the terms of the lease by requesting that the repair be completed within 1 month of being notified. In exceptional cases, where there is a serious risk to the health and safety of the leaseholder or others, EHA may carry out the repair and invoice the leaseholder for the cost of the work.

10.8 Leaseholders are responsible for the safety and maintenance of self-contained heating, plumbing and electrical systems within their properties. This includes arranging a regular gas service and electrical condition testing.

10.9 Shared Ownership and Shared Equity leaseholders have full repairing responsibility regardless of the percentage owned.

10.10 Shared Ownership New Model leases include an Initial Repairs Period (IRP) for 'essential' repairs, as defined in the lease. The IRP is for a period of 10 years from the date of the lease, the period ends once the 10 years are up, or if the owner purchases a 100% share of the home. The Shared Owner retains responsibility for all repairs but can claim up to £500 each year toward the cost of certain repairs, which may include:

- Supplying water, gas or electricity – for example sinks, baths or pipes
- Heating the home – for example a boiler or radiator
- Safety of gas and electrical appliances

It does not include:

- Installation of other fixtures (such as kitchen cabinets) and fittings (such as a bed or sofa)
- Installation of ovens or washing machines
- Repairs covered by the building warranty or any other guarantee

10.11 All repairs must be carried out by a 'Trustmark' approved tradesperson. Prior approval must be sought from EHA. It is the responsibility of the Shared Owner to pay for the work and then recover the value from EHA.

10.12 EHA will carry over up to £500 from the previous year if it is not used, leaving the leaseholder with up to a maximum of £1,000 at any time. If a rollover amount is not used in the following year, it cannot be carried forward again.

10.13 Any Shared Owner buying on a resale basis will be entitled to the remainder of the original 10 year period.

10.14 The boiler must be serviced every year by an engineer on the Gas Safe Register, both during and after the IRP.

## 11.0 BUILDINGS INSURANCE

11.1 EHA provides Comprehensive Buildings Insurance Cover for all leasehold properties, where it is a requirement of the lease.

11.2 The insurance premium is paid by EHA and then recharged to the leaseholder.

11.3 EHA will provide the following information to leaseholders annually:

- The sum for which the property is insured
- The name and details of the insurer
- The risks covered in the policy

11.4 A 'Summary of Cover' is available on request.

11.5 Leaseholders are responsible for insuring the contents within their home.

## 12.0 SUBLETTING

12.1 Subletting is not permitted for any Shared Owner or Shared Equity leaseholder.

12.2 EHA will consider requests to sublet in accordance with the requirements of the lease. Any request will incur a fee (refer to Administrative Fees & Charges Schedule). Consent may be given for a specific time and further renewed on a periodic basis.

12.3 Airbnb or any similar commercial schemes are not an accepted form of subletting.

12.4 Where a leaseholder has sublet a property, EHA will require emergency contact details for the leaseholder or their managing agent.

12.5 EHA will not engage with the leaseholder's sub tenant.

12.6 The leaseholder remains responsible for the payment of charges and the actions of their sub tenant.

12.7 Action will be taken against the leaseholder for any breaches of the lease caused by their sub tenant.

## 13.0 ALTERATIONS AND IMPROVEMENTS

13.1 Alterations are not permitted for Shared Ownership and Shared Equity leaseholders.

13.2 For any leaseholder where alterations are permitted, the leaseholder must first obtain EHA's written consent and pay the applicable fee before carrying out any work. If written consent is requested retrospectively, then a higher fee will apply.

13.3 Leaseholders may make general alterations or improvements to their property providing they do not remove or affect any structural walls or change the appearance of the external parts of the property or the shared or communal parts in any way. This includes boundary walls, fences and garden areas, where these are included within the curtilage of the individual lease.

13.4 Factors including the environment, properties within close proximity, the building structure, building safety and ownership of the land in question will be assessed before consent is given. Consent may be given subject to certain conditions and subject to building control and planning approval. If consent has not been sought prior to the work being carried out, EHA may request that the building is restored to the original condition.

13.5 Leaseholders should make their own enquiries as to planning, building regulation or other statutory consent that may be required, it is their responsibility to obtain these.

13.6 EHA will charge for any requests for written consent, please refer to the Administrative Fees & Charges Schedule.

## 14.0 STAIRCASING

14.1 Staircasing is the process of increasing percentage ownership for Shared Owners.

14.2 All Shared Owners have the right to staircase by 5% or more at any time:

- Based on the current market value of property
- At the request of the Shared Owner at any time
- The RICS Valuation must be carried out by a Royal Institution of Chartered Surveyors (RICS) accredited Surveyor
- Fees are payable by the Shared Owner to EHA

14.3 New Model Lease Shared Owners also have the right to staircase by 1% each year for 15 years:

- Based on the value within the lease and as adjusted by the House Price Index
- EHA will write to the Shared Owner each year to inform them of the updated value for the 1% staircasing
- The Shared Owner can request a valuation at any other time
- No fees are payable to EHA

14.4 The rent is reduced in accordance with the increase in ownership.

14.5 Any Service Charge remains, regardless of the percentage of ownership

14.6 EHA Shared Ownership and Shared Equity leases fall under the following categories:

- Older Persons Shared Ownership – Maximum Share 75%
- Designated Protected Area – Maximum Share 80%
- Other Shared Ownership – Maximum Share 100%

14.7 Back-to-Back Staircasing allows a new purchaser to purchase 100% (where the lease allows) regardless of the share owned by the vendor.

14.8 Refer to EHA Staircasing Guide and Shared Ownership Handbooks.

## 15.0 RESALES, RIGHT OF FIRST REFUSAL AND BUY BACK

15.1 A leaseholder who sells their property within 5 years of purchasing through the Right to Acquire or Right to Buy will be responsible for repayment of the whole or part of the discount they received based on the time that has passed.

15.2 EHA will advise on the discount repayment value on request. It is based on the following calculation as a percentage of original value and then applied to the current market value:

- Year 1 - 100% of the %
- Year 2 - 80% of the %
- Year 3 - 60% of the %
- Year 4 - 40% of the %

- Year 5 - 20% of the %

Any improvements affecting the value are not part of the calculation, EHA will require confirmation from a RICS accredited Valuer of the unimproved value of the property.

15.3 A leaseholder who sells their property within 10 years of purchasing through the Right to Acquire or Right to Buy must give EHA the ‘Right of First Refusal’ to purchase the property under section 156a of the Housing Act 1985. EHA has eight weeks to decide whether to purchase the property. EHA must pay the full market value. If the price cannot be agreed the District Valuer may be appointed to decide on the valuation. If EHA decides not to purchase, a formal rejection notice will be issued.

15.4 EHA has sole discretion as to whether to repurchase a lease from an existing leaseholder, as well as the terms of any transaction such as value and possession options.

15.5 EHA will respond to Leasehold Property Enquiries contained within the statutory LPE1 form in a timely manner. This process incurs a fee in line with the EHA Administrative Fees and Charges Schedule.

15.6 EHA will respond to other additional requirements that require consent, including any relevant local occupancy restrictions and Notices of Transfer. Such consent may incur a fee.

15.7 Any Service Charges and Rent must be paid up to date and apportioned in agreement of both parties at the point of sale.

15.8 Shared Ownership and Shared Equity resales are managed by EHA, following the process stipulated within the lease and the rules within the Homes England - Capital Funding Guide. All applicants must meet both eligibility and affordability requirements. There may also be Local Occupancy restrictions imposed on certain properties in accordance with section 106 of the Town and Country Planning Act 1990.

15.9 Shared Owners able to staircase to 100% ownership may apply ‘to Back-to Back’ Staircasing on the sale of their property. In this case, the property can be sold on the open market to a purchaser who buys 100% ownership.

On staircasing to 100% the shared ownership clauses within the lease no longer apply and if the property is a house and EHA has the freehold, then the freehold will be transferred and the lease will no longer apply.

15.10 EHA may consider but has no obligation to ‘Buy Back’ properties. A decision will be made on a ‘case by case’ basis and will be subject to funding.

## 16.0 LEASE VARIATION

16.1 In some instances it may be necessary to vary (amend) the terms of the lease, for example to amend the repairing responsibility or to rectify a defective lease, 16.2 EHA will consult affected leaseholders prior to commencing a process to vary the terms of any leases.

16.3 Where a lease variation can be achieved by agreement, EHA will arrange for a Deed of Variation to be signed by all parties. The Deed of Variation will then be registered at the Land Registry.

16.4 When agreement cannot be achieved, EHA may make an application to the First Tier Tribunal (Property Chamber) under section 35 or 37 of the Landlord and Tenant Act 1987**.** In order for EHA to make a valid application, certain thresholds must be met:

- **Fewer than nine leases**: All, or all but one, of the parties concerned must consent.
- **More than eight leases**: At least 75% of the parties concerned must consent, and no more than 10% must be opposed.
- **Landlord as a party**: The landlord is counted as one of the ‘parties concerned’ for these purposes.

16.5 Each party will pay their own legal costs in relation to lease variations, unless a separate settlement is reached between the parties.

16.6 Where a leaseholder requests a change to the lease (and where EHA agrees to that change), then the leaseholder will be responsible for the full costs (including EHA’s legal costs) of varying the lease.

## 17.0 LEASE EXTENSION

17.1 A leaseholder can begin the statutory lease extension process as soon as ownership is registered with the Land Registry, under the provisions of The Leasehold Reform Act 1993.

17.2 The premium for a lease extension will be determined by a RICS (Royal Institute of Chartered Surveyors) valuer, appointed by EHA.

17.3 Shared Ownership lease extension calculations will be based on the full 100% value of the property, not their own specific share percentage.

17.4 The leaseholder will be required to take independent advice. Free expert advice is available from the Leasehold Advisory Service.

17.5 The leaseholder will be required to pay any costs associated with the lease extension, including the premium, legal costs, EHA administration fee and valuation fee.

17.6 The leaseholder will also be responsible for the legal costs incurred by EHA.

17.7 If EHA does not own the freehold but identifies as the ‘Competent Landlord’, where the term of the lease is long enough to grant an extension, then the lease can be extended within the standard EHA terms.

17.8 EHA will follow the procedure set out in the Lease Extension Guide.

## 18.0 BREACH OF THE LEASE

18.1 EHA will seek to remedy any breach of the lease.

18.2 Breaches of the lease can include but are not limited to:

- Unpaid charges
- Not maintaining the property as required within the lease
- Anti-social behaviour (this can be the leaseholder, leaseholder's family and visitors to the property).

18.3 If EHA suspects a breach of the lease, initial action will be taken through an informal process, in order to remedy the breach. Where this is not possible or a leaseholder is unwilling to co-operate then EHA may take legal action, options include repossession through forfeiture of the lease, county court judgement, injunction, attachment of earnings, voluntary charge on the property.

**18.4 EHA will always seek to avoid repossession where possible and will only follow this action as a very last resort, alternative remedies and dispute resolution will be taken to avoid repossession.**

18.5 EHA will seek to recover all legal and administrative costs incurred whilst taking such action.

## 19.0 FORFEITURE

19.1 EHA will only seek forfeiture of a lease as a last resort after all available options have been exhausted to remedy any breach of the lease.

## 20.0 ENFRANCHISEMENT & RIGHT TO MANAGE

20.1 The Leasehold Reform Housing and Urban Development Act 1993 (as amended) gives leaseholders the right to purchase the freehold of their building, once set criteria is satisfied.

20.2 Purchase of the freehold will be at a premium based on a RICS valuation and any services to and maintenance of the block will become the responsibility of the purchasers.

20.3 EHA will seek to recover all reasonable costs associated with the enfranchisement and right to manage process.

20.4 Leaseholders of houses have the right, in most instances, to purchase the freehold of their house. Purchase of the freehold will be at a premium based on a RICS valuation and the leaseholder will be required to pay EHA's associated legal, valuation and administrative fees.

20.5 The Commonhold and Leasehold Reform Act 2002 gives Leaseholders the Right to Manage, by initially setting up a Right to Manage Company.

20.6 EHA will seek to explore alternative options but will act in accordance to statutory requirements.

20.7 Leaseholders should seek legal guidance.

20.8 Free expert advice is available from the Leasehold Advisory Service.

## 21.0 REMORTGAGE AND FURTHER LENDING

21.0 Shared Ownership leaseholders are required to obtain approval from EHA for any remortgage or further lending against the property. EHA will need to agree to the new charge on the property.

21.1 If EHA does not grant approval, the Mortgage Protection Clause is not applicable.

21.2 Further lending is restricted to:

- Purchasing a further percentage share
- Meeting repairing obligations in the property (not improvements)
- Buying a joint owner's percentage share

21.3 EHA will not postpone charges for further lending.

21.4 EHA will state the maximum equity percentage to be secured against the property.

21.5 EHA will charge a fee to review, consider and provide consent, please refer to the Administrative Fees and Charges Schedule.

## 22.0 ADMINISTRATION FEES & CHARGES

22.1 Management Fees apply in respect of:

- Managing the leases and services
- For all leaseholders

22.2 Administration Fees will apply for a variety of circumstances, please refer to the Administration Fees & Charges Summary.

22.3 A schedule of EHA Administration Fees & Charges is available on request and published in accordance with the Leasehold and Freehold Reform Act 2024.

## 23.0 COMMUNICATION AND FEEDBACK

23.1 Regular monitoring will take place to ensure that EHA is complying with this Policy. Reports will be made to the Board to enable it to monitor progress against agreed targets and performance indicators and to agree any remedial action or revisions to the Policy or procedures.

23.1 Leaseholder surveys will be carried out periodically and the results used to improve services. Performance and satisfaction levels will be reported to leaseholders through EHA newsletters, other publications and communciations

## 24.0 STAFF TRAINING

24.1 The success of the Policy and the quality of services to leaseholders depend on the knowledge of the staff on leasehold matters. Staff will be well-trained, particularly following changes in the law. Staff will be encouraged to seek advice as appropriate, especially in understanding the terms of leases.

24.2 There will be thorough induction training for new staff and regular updates for all staff who have responsibilities for any part of the Leasehold Management Policy and associated procedures.

## 25.0 EQUALITY AND DIVERSITY

25.1 Through the management of Leasehold Services, we aim to treat all customers fairly, and with respect and professionalism regardless of their gender, race, age, disability, religion, sexual orientation, marital status and guarding against rural discrimination.

25.2 To enable all Leaseholders to have clear information and equal access to our services, EHA will publish its approach to Leasehold Management.

25.3 EHA will apply these standards flexibly in the case of vulnerable and disabled tenants and may, at their discretion, choose to exceed or amend the standard to meet the needs of a particular individual or family.

25.4 Full details of our approach are set out in our Equality and Diversity Policy.

25.5 In order to ensure that no protected groups have been discriminated against or disadvantaged, this policy has been subject to an Equality Impact Assessment, (which is located at Appendix 1).

25.6 EHA will apply the response times outlined in the Customer Commitment Service Standard to all leaseholder enquiries.

25.7 If a leaseholders wishes to raise a compliant this will be addressed through the EHA Complaints and Compliments Policy.

## 26.0 CUSTOMER INVOLVEMENT AND ACCESSIBILITY

26.1 EHA recognises the importance of working in partnership with our customers to develop and continuously improve our services and raise standards.

26.2 To demonstrate this commitment, this policy has been developed with added awareness given to the specific needs and issues which apply to leaseholders.

## 27.0 ROLES & RESPONSIBILITES

27.1 The Executive Team has overall responsibility for the implementation of this policy. Other responsibilities are as follows (these may be assigned to colleagues but responsibility for effective delivery remains with the Manager):

| | |
|---|---|
| Ensuring the leaseholder handbooks are kept up to date | Financial Accountant |
| Calculation, administration and charging of ground rent | Management Accountant |
| Calculation, administration and charging of service charges | Management Accountant |
| Calculation, administration and charging of shared ownership rent | Management Accountant |
| Annual review of administrative charges | Financial Accountant |
| Repair and maintenance of common parts and grounds (including responsibility for s.20 & similar processes as required) | Repairs & Maintenance Manager<br>Property Compliance & Facilities Manager |
| Component renewal of common parts and structural elements covered in the individual lease (including responsibility for s.20 & similar processes as required) | Asset Manager<br>Property Compliance & Facilities Manager |
| Recording and administration of the Initial Repairs Period requirement per the SO New Model Lease | Financial Accountant |
| Securing appropriate buildings insurance, and the calculation, administration and charging of the same (including responsibility for s.20 & similar processes as required) | Financial Accountant |
| Administration of sub-letting requests | Housing Manager |
| Administration of alteration/improvement requests | Asset Manager |
| Administration of staircasing requests | Financial Accountant |
| Administration of SO New Model Lease staircasing annual valuation | Financial Accountant |
| Administration of resales, right of first refusal and buy back | Financial Accountant |
| Administration of lease variations | Housing Manager |
| Administration of lease extensions | Financial Accountant |
| Action on breach of lease : non-payment of charges (not rent) | Financial Accountant |
| | |
| Action on breach of lease : non-payment of rent, other breach of lease terms | Housing Manager |
| Administration of enfranchisement & right to manage | Director of Finance & Corporate Resources |
| Administration of remortgage and further lending approvals | Financial Accountant |
| Ensuring regular and adequate training for all appropriate colleagues | Director of Finance & Corporate Resources |
| Lead annual review of policy | Financial Accountant |

## 28.0 POLICY MONITORING AND REVIEW

28.1 This Policy will be reviewed periodically to ensure it remains relevant.

28.2 Eden Housing Association will monitor and review in accordance with:

- Legislative and Regulatory requirements, and reflects good practice
- Aims and objectives of the policy being met
- Current policy outcomes meet the needs and aspirations of our customer base

28.3 Overall monitoring and review of the policy will be undertaken in consultation with:

- Staff Groups
- Board Members
- Leaseholders
- External Advisors

- Appendix 1

**Equality Impact Assessment**

| Question | Response |
|---|---|
| **1. Name of the policy/practice/activity being assessed** | Leaseholders |
| **2. Summary of aims and objectives of the policy/practice/activity** | To treat leaseholders as customers, providing services that are VFM. Comply with legislation, regulatory guidance and codes of practice.<br>This will improve key services and strengthen the business. |
| **3. What involvement, consultation, engagement has taken place for the policy/practice/activity (*e.g relevant groups/stakeholders*)** | Section 20 Consultation |
| **4. Who is affected by the policy/practice/activity** | Leaseholders |
| **5. What are the arrangements for monitoring and reviewing the impact of the policy/practice/activity** | The policy is reviewed on a tri yearly basis and updated as and when required. |

| Protected Group | Is there a potential for a positive or negative impact | Explain and provide evidence/data used | Action to address the negative impact |
|---|---|---|---|
| **Disability** | NO | | |
| **Gender reassignment** | NO | | |
| **Marriage or civil partnership** | NO | | |
| **Pregnancy or maternity** | NO | | |
| **Race** | NO | | |
| **Religion or belief** | NO | | |
| **Sexual orientation** | NO | | |
| **Sex (gender)** | NO | | |
| **Age** | NO | | |

**Evaluation**

| Question | Explanation | |
|---|---|---|
| Is it possible the proposed policy/practice/activity could discriminate or unfairly disadvantage people | No | |
| **Decision** | **Tick the relevant box** | **Include any justification required** |
| 1. No barriers identified – **proceed** | x | |
| 2. Barriers identified towards one (or more) protected groups – **stop** | | |
| 3. Barriers identified towards one (or more) protected groups – **adapt or change** the policy/practice/activity | | |
| 4. Barriers identified towards one (or more) protected groups – no proportionate way to amend the policy/practice/activity so **proceed with caution** | | |

| | | | |
|---|---|---|---|
| **Completed by – and date** | Suzanne Hall | | |
| **Reviewed by – and date** | DoFCR and DoO – 1 April 2026 | | |
| **Review Date (**if applicable**)** | | | |
| **Will this EIA be published** | Completed EIAs will be appended to each policy document. Any public related policies will be uploaded to the EHA website | | |

**Action** (To be completed as required)

| **If the Evaluation has resulted in Decision 4, complete a risk assessment and record on Operational Risk Register** | **Date Completed:** |
|---|---|

**Change Log**

| Name | Date | Version | Change |
|---|---|---|---|
| | When published | 1 | |