

Title: Shared Ownership: Staircasing and Sale Procedure

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Contents

		Page
1.	Purpose	3
2.	Scope	3
3.	References	3
4.	Key Objectives	3
5.	Customer Involvement	3
6.	Monitoring against the Customer Top 10	3
7.	Risk	3
8.	The Process	4
9.	Appendices	5
9.1	Further Options Form	5
9.2	Letter 1	6
9.3	Letter 2	7
9.4	Letter 3	8
9.5	Leaseholders Handbook	9
9.6	Equality Impact Assessment	27

1.	Purpose
	To provide guidelines for staff dealing with any requests from leaseholders who wish to staircase into purchasing less or more share of their home. To ensure a consistent approach and any changes are carried out in legal requirements.
2.	Scope
	The Association owns and manages a small number of shared ownership properties, which offers residents of the Association the opportunity to buy a part investment in their home. Please refer to the Leaseholders Handbook when advising leaseholders on staircasing and sale procedures.
3.	References
	Leaseholders Handbook
4.	Key Objectives
	To ensure there is guidance for staff to deal with staircasing requests.
5.	Customer Involvement
	Consulted with leaseholders on this procedure and the leaseholders handbook.
6.	Monitoring against the Customer Top 10
	Getting the basic right to ensure we meet the customer needs when they wish to staircase.
7.	Risk
	Low risk as long as the procedure is followed.
8.	The Process
	<p>2 Responsibilities</p> <p>2.1 The Area Manager for each area is responsible for the management of existing shared ownership schemes. A Housing Officer is designated to undertake any estate management required.</p> <p>2.2 If a leaseholder is staircasing they are responsible for</p> <ol style="list-style-type: none"> 1. Paying their solicitors fees 2. Paying for the valuation (£175) <p>2.3 If a leaseholder is selling they are responsible for</p> <ol style="list-style-type: none"> 1. Finding a buyer 2. Paying any estate agent fees

3. Paying their solicitors fees
4. Paying the valuation fee

2.3 For all staircasing and sales of shared ownership the Association uses

Howarth Goodman Solicitors
8 King Street
Manchester
M60 8HG

and

Crofton Solicitors
The Lexicon
Mount Street
M2 5FA

2.4 For all valuations the Association use Stevens Scanlon Chartered Surveyors, their details as follows:

73 Mosley Street
Manchester
M2 3JN
Tel no: 0161 236 8781
Fax no: 0161 236 8531

All valuations must discount any improvements or alterations made to the property.

3 Buying a Further Share

3.1 If a leaseholder wishes to buy a further share in the property they must complete **the Further Options Form** and send a cheque to the Association for £175.

The cheque for £175 should be sent to the Finance Department with a memo explaining what the cheque is for. If the valuation costs more than £175 this will be recovered upon completion of sale. If it is under £175 this should be refunded to the leaseholder.

3.2 When the cheque has been received you must contact the Independent Surveyors to arrange a valuation. **Send letter 1**

3.3 When you have received the valuation send a copy to our solicitors. **Send letter 2**

3.4 When you have received completion of sale ensure that the rent is adjusted accordingly. If the leaseholder has staircased to 100% ensure that the tenancy is terminated on UNIVERSAL HOUSING 2, and that the rent account is clear.

4 Selling 100% Share

4.1 If the leaseholder is wishing to sell the whole property 100%, a valuation must only be requested when they have found a buyer. When a leaseholder has found a buyer follow above procedure

4.2 **Please note that a valuation is only valid for 3 months. You can ask for an extension of the valuation for a further month. If a buyer is found after 3 months the property must be valued again and the leaseholder must pay the cost.**

5 Sale of Share Only

5.1 Leaseholder must complete **Further Options Form** and enclose fee for valuation

5.2 The leaseholder must find a buyer who meets shared ownership criteria - see **Leaseholders Handbook**.

5.3 When they have found a buyer they must contact the Association with their details. The buyer needs to be assessed to check that they meet the eligibility criteria. The Association then gives consent for the sale to proceed to the leaseholder's solicitor. **Send letters 3**

9.	Appendices
9.1	Further Options Form
<p>SHARED OWNERSHIP – FURTHER OPTIONS</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p>	
<p>Please indicate which option you wish to proceed with</p> <p>1. I wish to purchase a further% share of the above <i>(Please indicate % which you wish to purchase e.g. 50%, 25%)</i></p> <p>2. I wish to sell the% share that I / We own</p> <p>3. I wish to sell the whole of the property – 100%</p>	
<p>Please list below any improvements that you have made to the property during the period of you lease (please attach separate sheet if necessary).</p> <p>.....</p> <p>.....</p> <p>Please provide details below of the solicitor acting on your behalf</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>telephone:.....</p> <p>I/We undertake to pay for all valuation fees that the chartered survey incurs. I/We enclose a deposit £175 towards the cost of the valuation report.</p> <p>Signed Date.....</p> <p>Signed Date.....</p> <p>(All shared owners must sign above)</p>	

9.2	Letter 1 Our Ref: : Insert todays date Insert Valuers name Insert valuers address Dear Re: Insert shared owners name, address and telephone number The above shared owner has a 50% share in the above property, and wishes to purchase the remaining 50% of the property. I would be grateful if you could arrange the necessary survey and valuation of the above property and notify me of the outcome as soon as possible. Please note that any improvements made to the property by the leaseholder should be discounted from the valuation. If you require any further information please do not hesitate to contact me Yours sincerely Housing Officer
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9.3

Letter 2

Today's date

Insert Solicitors name
Insert Solicitors address

Dear

Re: (insert shared owners name and address)

The above shared owner has a **(insert shared owners share in the property)** in the above property which was purchased **(insert tenancy start date)**, and they wish to purchase a further **(insert further share)**Share.

The solicitors acting on behalf of the shared owners are:

Insert Solicitors name
Insert Solicitors address

Insert Solicitors telephone number

Please find enclosed a copy of the valuation.

The Association would be grateful if you could act on our behalf in this matter.

Please feel free to contact me if you require any further information.

Yours sincerely

Housing Officer

9.4 Letter 3

Insert todays date

Insert shareowners name (s)

Insert shareowners address

Dear

Re: Staircasing to 100% of (sharedowners address)

I confirm that the Association gives consent for you to purchase the 100% share of the above property.

Our solicitors, **(insert Solicitors name)** will be contacting your solicitors shortly regarding this matter.

Please contact me if you have any further queries regarding this matter.

Yours sincerely

Housing Officer

9.5 Leaseholders Handbook



**LEASEHOLDERS
HANDBOOK**

JANUARY 2009

CONTENTS

1. ABOUT ST VINCENT'S	3
2. YOUR RIGHTS	4
Guide To Your Lease	4
Consultation About Proposed Changes To Your Lease	4
When We Consult You About Changes, We Will Do The Following	4
Staying In Your Home Until The Lease Ends	5
Sub-Letting	5
Living Peacefully In Your Home	5
Fair Treatment	5
Information Held About You By St Vincent's Housing Association	5
3. RENTS AND SERVICE CHARGES	6
Rent	6
Changes To Your Rent	6
Paying Your Rent	6
What Happens If I Do Not Pay	6
What Do I Do If I Have Difficulty In Paying My Rent	6
4. REPAIRS AND IMPROVEMENTS	7
New Properties	7
Properties Over 12 Months Old	7
Building Guarantee	7
Improvements	7
Buildings Insurance	7
Challenging Your Landlords Insurer	8
5. CHANGING THE TERMS OF YOUR SHARED OWNERSHIP	8
What Do I Do If I Wish To Buy A Further Share?	8
Valuations	8
What If I Wish To Sell My Share Only?	9
What Do I Do If I Have Found A Buyer And Wish To Sell My Share?	9
What If I Wish To Sell The Whole Property – 100%?	9
Valuations	9
General Information	9
What Happens About My Building Insurance?	9
What If I Have Rent Arrears?	10
How Do I Apply For Further Shares / Sale Of Property?	10
6. CONSULTATION AND INVOLVEMENT	11
Being Consulted	11
Residents Associations	11
7. ENFORCING YOUR RIGHTS	11
Complaints Procedure, Sources Of Help And Rights Of Appeal	11
How Do I Complain?	11
Further Complaints	12
Independent Housing Ombudsman Service (HOS)	12
Tenant Service Authority	12
LEASE - Leaseholders Advisory Service	12
8. FURTHER INFORMATION: YOU, YOUR NEIGHBOURS AND YOUR HOME	13
Gardens	13
Pets	13
Car Parking	13
Noise	13
Neighbour Disputes	13
Condensation In New Properties	13
Burst Pipes	14
9. Shared Ownership – Further Options	15

1. ABOUT ST VINCENT'S

St Vincent's Housing Association is a non-profit making organisation, and in order to carry out its work, it can borrow money from the Homes and Community Agency and from Building Societies. We work closely with Local Authorities so that we can help those groups identified as being in housing need. The local Authority areas in which we work are Blackburn with Darwen, Bolton, Bury, Hyndburn, Manchester, Ribble Valley, Rochdale, Salford, Tameside, Trafford, St Helens, Warrington, Calderdale, Pendle, Burnley and Birmingham.

The Association is a registered charity under the Industrial and Provident Societies Act 1965; it is also registered with the Tenant Service Authority Reg number L0875 and is a member of the National Housing Federation.

Our range of stock includes sheltered housing for the elderly, small and large houses for families and some accommodation for couples and single persons. We also provide for people who have special needs.

The Association's business is run and controlled by a Board of Management. These unpaid volunteers come from a variety of backgrounds and share a common interest in housing. In order to consider and agree its policies, the Board receives reports from a number of committees. These committees consider the different aspects of the Associations activities such as Housing Management, Asset Management, Development, Social Investment, Finance and Personnel.

The Associations registered office is :

1st Floor, Metropolitan House
20 Brindley Road
Old Trafford
Manchester
M16 9HQ

Tel: 0161 772 2120

Fax: 0161 772 2121

www.svha.co.uk

If you need to speak to a Housing Officer please use the contact details above.

2. YOUR RIGHTS

Guide to your lease

The lease is the legally binding contract between you and your Landlord. It tells you what has been agreed between you and the Landlord, and what the responsibilities are of each party.

It is important that you understand the lease. The wording maybe complicated and you should go through the lease with your solicitor to make sure you understand it. When you bought your home you will have been provided with a copy of your lease from your solicitor. If you require a copy please contact your Housing Officer.

Your lease will contain the following information:

- The parties to the lease – the Landlord and you, the leaseholder
- The market value of the whole property, the amount you are paying (the premium) and the percentage you have bought
- The gross rent, the rent for the whole of the property and the specified rent (the rent for the portion of the property you are renting)
- The date of the lease
- The terms under which the Landlord has agreed to let the property to you
- The conditions of the lease
- Covenants – these are your duties under the terms of the lease, and the landlord's obligations
- What will happen if you do not pay your rent or your home is repossessed, or if the property is uninhabitable
- Calculation of rent, the date for rental increases and the amount by which the rent can be increased
- What happens if you want to buy additional shares in the property (Staircasing)
- Rights passed to you by the Landlord and rights granted to the Landlord or others

Consultation About Proposed Changes To Your Lease

You will be consulted about any proposed changes to your lease. We will ask for your views in one of the following ways:

- By sending you a letter asking for your views on the changes
- By organising a meeting
- By asking resident associations for their opinions

- By explaining our plans in a newsletter

When we consult you about changes, we will do the following

- Try to explain our plans as clearly as possible
- Explain how and when you should reply
- Listen to and carefully consider your views before we make a decision
- Tell you what we have decided

Your written agreement to any changes will then be sought. If we are unable to reach an agreement, we may apply to have the changes imposed upon you by a Court Order.

Staying In Your Home Until The Lease Ends

You have possession of your property for 99 years or 125 years. (Please see your lease for the exact length).

Generally, you have the right to stay in your home until the end of your lease as long as you keep to the conditions set out in your lease and pay all the changes due.

If you do not keep to the conditions of your lease, we can take legal action, which can result in the Landlord taking back the property.

The lease also sets out the procedures should your mortgage lender seek repossession.

Sub-letting

Sub-letting is not usually allowed under the terms of your lease. To discuss this matter further, please contact your Housing Officer.

Living peacefully in your home

Please see section 8 of the Handbook.

Fair treatment

St Vincent's is committed to Equal Opportunities and will take action in cases of racial harassment and other forms of Hate Crimes or discrimination. For further information please contact your Housing Officer.

Information held about you by St Vincent's Housing Association

We will only ask you for information we need to know. We will keep the information you give us confidential.

You have the right to see the information we have about you. If you want to see this information, you need to give us 28 days notice. This will enable us to obtain a copy of your file. Please note you will need to provide £10 charge for administration costs if you require a copy of your file.

The only information you cannot see is confidential letters or documents. If we hold anything about you which is confidential or sensitive (such as doctors or social workers letter), you will not be able to see this if we do not have permission for you to do so from the person who wrote it. We will, however, give you a list of anything that has been removed from your file.

The only people who see the information we have about you are the staff who deal with you. However, we will give the following organisations your name and address and the dates of your tenancy if they ask:

- The local authority's council tax department
- The gas, electricity and water companies
- Social Services
- The police

We will also give the councils housing benefit department any information they need to deal with your application for housing benefit.

3. RENTS AND SERVICE CHARGES

Rent

Shared owners pay a rent for the portion of their property that is still owned by their Landlord. The rent payment covers an administration charge and buildings insurance.

Changes To Your Rent

You will be advised of any change in your rent at least four weeks before the increase is due. Any increase in your rent is linked to inflation (the Retail Price Index) and the lease allows for rent increases at a rate slightly above inflation – usually RPI + 1%. Your rent will increase in April of each year.

Paying Your Rent

Payment of rent should be made on the 1st of each month by direct debit.

If there is a problem with your Direct Debit you may send a cheque to our office. Please ensure that your name and address are clearly written on the back of the cheque.

What Happens If I Do not Pay?

As your landlord we must protect our financial stability and we must therefore take legal action against people who fall into arrears with their payments and refuse to clear their debt.

If arrears continue, some or all of the following actions will be taken depending on individual circumstances.

- **Making contact with your mortgage lender**

Your mortgage lender has a legal interest in your property. To protect this they will often pay any rent arrears to prevent repossession. These costs will be added to your outstanding mortgage balance and will not be eligible for tax relief.

- **Forfeiture**

This means that we will serve you with a Notice of Seeking Possession and ultimately ask the court to allow us to take back your property.

- **Small Claims Court**

This means that we will apply to the local County Court for a debt judgement. This action will result in Court Costs which are payable by yourselves. The Court will decide how to enforce payment if the arrears remain outstanding. If a County Court makes a judgement (CCJ) against you, this may affect your ability to obtain credit.

What Do I Do If I Have Difficulty In Paying My Rent?

It is most important that you contact your Housing Officer immediately if you are facing financial difficulty. Your Housing Officer will be able to advise you what benefits you may be entitled to, and work out a mutually acceptable repayment plan to reduce any arrears which may have accrued.

4. REPAIRS AND IMPROVEMENTS

New Properties

If you have bought a newly-built property, for the first 12 months the builder will be responsible for putting right any problems relating to faulty workmanship or materials (called defects). Any problems, which are not the result of faulty workmanship or materials, will be your responsibility. The defect period runs from the date the property is handed over by the builder to the Landlord (not from the date you move in). Please contact your Housing Officer if you require further information about the defect period or the builder of your home.

Properties over 12 months old

Under the terms of your lease, you will be responsible for all the repairs, maintenance

and decoration of the inside and outside of your home. You are responsible for arranging to have your gas appliances serviced on an annual basis. Repairs must be attended to and paid for by you, unless the repairs can be claimed for under the terms of the buildings insurance policy. If this is the case please see Buildings Insurance below.

Building Guarantee

All new properties are covered by a National House Builders 10 year guarantee. Please find enclosed a copy of the NHBC booklet.

Improvements

You have the right to carry out improvements or alterations to your home, but you should:

- Get written permission from the Landlord
- Ensure the proposed works conform to building regulations
- Get any necessary planning permission

The Landlord will not unreasonably refuse permission to carry out improvements, providing the work is carried out to an acceptable standard. Improvements will not result in any additional charges in rent and will be discounted for valuation purpose, should you apply to buy further shares in your property. If we plan improvements to your home, which will increase your rent or service charge, we will consult with you and seek your agreement before any work begins.

Buildings insurance

All the Landlord's properties are covered under our block buildings insurance policy. You can get a copy of the buildings insurance summary by contacting our finance department at Head Office. If you wish to inspect the full policy you must contact your Housing Officer who will arrange for you to visit our Head Office to view the policy.

If you wish to make a claim under the terms of the building insurance you must contact your Housing Officer prior to commencing any works.

Please note that you are responsible for arranging insurance cover for your furniture and personal belongings and that St Vincent's takes no responsibility for any losses incurred on such items.

Challenging your Landlords Insurer

You may, if you wish, challenge our Landlord's choice of insurance company through a Leasehold Valuation Tribunal. Details of how to do this can be obtained from;

Lease
(Leaseholders Advisory Service)
31 Worship Street
London
EC2A 2DX

Tel: 0207 3745380

5. CHANGING THE TERMS OF YOUR SHARED OWNERSHIP

Please read this section in conjunction with the further options form.

What do I do if I wish to buy a further share?

You may decide to buy a further share of the property - this is known as **Staircasing**.

The minimum share you may acquire is 25% increasing in multiples of 25% up to full ownership.

For example, if you currently own a 50% share, you may buy a further 50% up to the full ownership of the property.

If you wish to purchase a further share please complete the **Further Options Form** at the back of this handbook ticking option 1.

Return the form to the office together with your deposit of £175 towards the cost of the valuation as soon as possible, to avoid any delay with the process of your application.

Valuations

To agree the price at which further shares may be bought the Landlord will seek a valuation from an independent valuer, you will be notified in writing who the Association has instructed to carry out the survey.

The Valuer will determine the current open market value of the property **excluding** any improvements you may have carried out, as noted on your **Further Options Form**.

The valuation is valid for three months. If a further share does not take place during this time, a further valuation will be required. Another valuation will mean another fee, which you must pay the cost of.

Please note the following;

- If the valuation fee is more than the deposit you have paid, the difference will be recovered from you at sale completion. If the cost is less you will receive a refund.
- The purchase price payable will be the relevant percentage of the valuation.
- If you have been a shared owner for less than 12 months please check with Association whether you are able to proceed with the purchase of further shares.

What if I wish to sell my share only?

You are entitled to sell the part share of the property which you own.

If you wish to sell your part share of the property you must find a buyer who meets one of the criteria below:

- first time buyers or
- skilled workers moving into the area to undertake a job opportunity, or
- applicants on waiting lists of a local Authority or Housing Association

All applicants must be financially able to undertake the responsibilities of being a shared owner.

If you think you have found a suitable buyer for your share please contact your Housing Officer. You will need to provide the name, address and telephone number of your buyer. We will then contact the potential buyer and assess their eligibility for shared ownership. When a buyer has been approved, consent will be issued in writing to the solicitors involved and the sale can go ahead.

What do I do if I have found a buyer and wish to sell my share?

Please complete the **Further Options Form**, at the back of this handbook ticking option 2.

In order to proceed with the sale a formal valuation report is required, this must be carried out by a firm of independent chartered surveyors.

Please send the formal valuation report and the **Further Options Form** to your housing officer.

What if I wish to sell the whole property- 100%?

You may wish to sell the whole of your property, even though you own only a part share.

This can seem complicated- basically what happens is, you sell your share and the Landlord sells its share to a third party with completion occurring on the same day.

When you have identified a buyer please complete the **Further Options Form** at the back of this handbook ticking Option 3.

Return the form to the office together with a deposit of £175 towards the cost of the valuation as soon as possible to avoid any delay with your application.

General information

What happens about my Buildings Insurance?

On completion of a 100% purchase or sale the insurance provisions made by the Landlord for the property will no longer remain in force.

Insurance may be obtained through an independent insurance broker or mortgage lender.

What if I have rent arrears?

None of the options outlined will apply whilst there are any rent arrears on the rent account.

In some circumstances, with the Landlords permission you may settle any outstanding debts either before or at the point of sale completion.

How do I apply for further shares/sale of property?

You should apply to the Association using the form at the back of this handbook.

You should clearly show which option you wish to follow.

Return the form with your payment (if applicable) to the office.

You should not submit the form to the Association until a buyer has been found.

6. CONSULTATION AND INVOLVEMENT

Being consulted

St Vincent's will consult leaseholders on any important issues which arise this includes any changes to management arrangements or services.

St Vincent's will consult leaseholders by one of the following methods:

- Sending letters to all leaseholders concerned
- Calling meetings

You will be allowed a reasonable period to make your views known, and we will undertake to consider carefully, all representations before making a decision. If consultation is not possible due to an emergency the Association reserves the right to take whatever action is appropriate.

The success of the Association's management depends upon us being aware of your problems and needs so that we can provide the best services possible within our limits and resources.

We will be guided by the views of the majority of residents and take policy decisions which are in the best interests of residents, and in accordance with your lease. We will not bother residents unnecessarily over minor matters of concern to a few people only.

Residents Associations

Resident's Associations can act as body for representing and promoting the views of the residents to the Landlord and other bodies and also act as a focus for social activity.

Resident's Associations have greater rights in law to be consulted than individual owners. It is important therefore, that Resident's Associations are run properly and constituted so that memberships open to all.

In order to be recognised by the Landlord, Resident Associations must meet the following requirements:

- Membership must be open to all residents
- At least 51% of the owners of the properties must be members
- The Resident's Association must adopt a satisfactory constitution
- Financial records must be kept.

If you require any further information about Resident's Associations or if you are interested in forming one please contact your Housing Officer for more details.

7. ENFORCING YOUR RIGHTS

Complaints procedure, sources of help and rights of appeal

If you believe we are failing in our duty, then you have several courses of action. Before you involve any outside agency or individual, you must try to resolve your problem with the Association first. St Vincent's aims to provide an excellent service and we take your complaints very seriously. We believe that we can often learn from complaints about our service and we are keen to improve.

How do I complain?

If you wish to complain about the way you have been treated or about the service you have received, then you may wish to follow our complaints procedure. Please see enclosed leaflet, further copies are available from the Office if you require them or alternative from our website www.svha.co.uk

Further complaints

If after following our complaints procedure you still feel dissatisfied you may wish to consider one of the following;

Independent Housing Ombudsman Service (IHOS)

This scheme has been approved by the Secretary of State for the Environment, Transport and the Regions.

If you have used every stage of our complaints procedure, then the IHOS may consider your complaint further. IHOS has the power to;

- Mediate between Landlord and you
- Recommend that we apologise to you
- Recommend that we compensate you
- Recommend action to be taken by us
- Recommend other solutions to the problem
- Reject your complaint

You can contact the IHOS at

Address Housing Ombudsman Service
 81 Aldwych
 London
 WC2B 4HN
Tel: 020 7421 3800
Lo-Call: 0845 7125 973
Minicom: 020 7404 7902
Fax: 020 7831 1942
Email: info@housing-ombudsman.org.uk
Web: <http://www.ihos.org.uk/>

Tenant Service Authority (TSA)

This TSA is the regulatory body for housing association you can contact them by using the details below or log onto their website for further information on what to do if you are unhappy you're your landlord.

Tenant Services Authority
4th Floor
One Piccadilly Gardens
Manchester
M1 1RG
0845 230 7000
<http://www.tenantservicesauthority.org/>

LEASE- Leaseholders Advisory Service

This is an independent advisory service, specialising in leasehold issues. You may contact them at:

31 Worship Street
London

EC2A 2DX

Tel: 020 7374 5380

info@lease-advice.org

<http://www.lease-advice.org/>

8. FURTHER INFORMATION: YOU, YOUR NEIGHBOURS AND YOUR HOME

Gardens

The appearance of residential areas and street depends to a great extent on people keeping their gardens neat and tidy. You are responsible for keeping your garden free from rubbish and excessive weeds.

Pets

It is your responsibility to keep pets under control. Problems with stray dogs should be referred to the Dog Warden at your local council.

Car Parking

Car parking can be a problem, so if you have to park in the street, please consider others.

Noise

It is a condition of your lease that you should keep noise from your property to a reasonable level and not cause a nuisance or annoyance to neighbours. If you have a problem with neighbours being noisy regularly, for example parties or playing music loudly, please try to resolve the problem yourself. If you are unable to resolve the problem yourself please contact your housing officer who may be able to help. You should also contact the Environmental Health Department at your local council who will be able to advise what levels of noise are acceptable.

Neighbour Disputes

St Vincent's has limited powers to intervene in neighbour disputes between leaseholders. It is important therefore that every effort is made by the parties concerned to resolve the problem between themselves. In order to avoid disputes please show consideration towards your neighbours.

If you are unable to resolve a dispute, please contact your Housing Officer who will be able to advise you of other agencies who may be able to help.

Condensation in new properties

During the winter months, especially when moving into a new property, condensation is often a common problem. Traditional construction materials which contain large amounts of water, dry out within a home during the initial period of occupation, contributing to additional water vapour.

The use of double glazed windows and high performance doors which are relatively airtight could also contribute to the increase in condensation by preventing water vapour from escaping from the home. Signs to look out for are running water on windows and walls and possible mould growth on window frames, walls, furnishings and fabrics. Condensation may be controlled by the use of satisfactory heating and ventilation.

There are several ways of combating the problem:

- Keep rooms warm and properly aired. Keep some background heat in colder weather even if the house is unoccupied during the day
- When cooking, washing, bathing and drying clothes, keep the door shut and a window open – this prevents warm moist air moving into colder areas of your home
- Use lids on saucepans when cooking
- Leave trickle ventilators in the open position and regularly vent all rooms by opening windows for a short period (e.g. the venting of bedrooms each morning)
- Ensure that clothes drying machines vent to the exterior and avoid drying clothes on radiators
- Wipe away mould growth by using a diluted solution of household bleach. Test a sample area first to ensure that decorations are not damaged
- Use proper anti-mould paints and anti-condensation coatings in areas such as bathrooms

Burst pipes

During winter months take satisfactory precautions to prevent burst pipes. Make sure that your home is satisfactorily heated. If you go away, leave the heating on where you can, but turn the thermostat to 10C. If you are unable to leave the heating on, make sure your water is turned off at the stop tap and the hot, cold and heating systems are drained down. Damage caused to your contents and personal belongings will be your responsibility.

9. SHARED OWNERSHIP – FURTHER OPTIONS



Name:

.....

Address:

.....

.....

Telephone:

Please indicate which option you wish to proceed with

1. I wish to purchase a further% share of the above

(Please indicate % which you wish to purchase e.g. 50%, 25%)

2. I wish to sell the% share that I / We own

3. I wish to sell the whole of the property – 100%

Please list below any improvements that you have made to the property during the period of your lease (please attach separate sheet if necessary).

Please provide details below of the solicitor acting on your behalf

Name:

Address:

.....

telephone:.....

I/We undertake to pay for all valuation fees that the chartered survey incurs.
I/We enclose a deposit £175 towards the cost of the valuation report.

Signed Date.....

Signed Date.....
(All shared owners must sign above)

9.6 Equality Impact Assessment	
Policy/Procedure being assessed:	Shared Ownership: Staircasing and Sale Procedure / leaseholders handbook
Section:	Operations
Date of assessment:	June 09
Person (S) Responsible for assessment:	Tracey Black/ Asif Iqbal
Is this a new or existing policy?	Existing

1. Briefly describe the function being assessed	Ensure procedure for staff dealing with leaseholders who want to buy further share of their property is current. Ensure the leaseholders handbook is updated with current information for new and existing leaseholders.		
2. Who are the main stakeholders in relation to the function?	Leaseholders, Staff		
3. Who will be consulted as part of this EIA? What types of consultation will be carried out?	Staff, leaseholders.		
4. <u>Could</u> the function have a differential impact on racial groups ?	Yes ✓	No	
What evidence exists to support your analysis?	Leaseholder whose first language is not English may struggle to understand the procedure or the handbook.		
5. <u>Could</u> the function have a differential impact due to gender ?	Yes	No ✓	
What evidence exists to support your analysis?			
6. <u>Could</u> the function have a differential impact on disabled people ?	Yes	No ✓	
What evidence exists to support your analysis?			
7. <u>Could</u> the function have a differential impact due to age ?	Yes	No ✓	

What evidence exists to support your analysis?						
8. <u>Could</u> the function have a differential impact due to sexuality ?	Yes	No ✓				
What evidence exists to support your analysis?						
9. <u>Could</u> the function have a differential impact due to religion or belief ?	Yes	No ✓				
What evidence exists to support your analysis?						
10. In what areas could the differential impact identified in 4-9 be considered to be an adverse impact in this function? (Please tick if yes)	Race ✓	Gender	Disability	Age	Sexuality	Religion /belief
11. What solutions will be introduced to overcome these adverse impacts?	We have use of language line and staff who can speak language that reflect the customer needs. Translation available if needed.					
12. In what areas could the differential impact identified in 4-9 be considered to be a positive impact in this function? (please tick if yes)	Race	Gender	Disability	Age	Sexuality	Religion/b elief
14. What strategies will be introduced to safeguard and spread these positive impacts?	Not applicable					
15. Which Action Plans have these solutions/strategies been transferred into?						

Signed off by (Director):

Date:.....