



Your responsibilities
as a Shared Owner
Guide



Buy, Rent & Invest Happy

Love Living Homes is
the trading name of





Contents

Homeowner guide	
Maintenance and general information	4
Sub-letting	9
Rent, Service Charges and Insurance	10
Legals	11
Aftercare	17

Homeowner guide

Maintenance and general information



Pets

Your lease specifies whether you should ask us for permission to have a pet. This will vary depending on whether you live in a house or an apartment. Some leases do not allow any pets (usually in apartments) while others may allow limited types of pets with our consent. Please be aware that pets must not cause a nuisance to others and permission may be withdrawn.

If your lease requires you to [ask our permission](#) for a pet then a fee will apply.

Car Parking

As per your conveyance plan, at many of our schemes car parking bays are provided for you and, sometimes, your visitors. They have been designed so that vehicles don't block roads or damage grass verges or footpaths.

Unless stated in your lease, you cannot reserve a specific parking space. The rules on allocated parking vary from scheme to scheme and we manage the parking differently for each scheme. If you are not sure about parking arrangements for your scheme, please refer to your lease or get in touch with the Homeownership team.

Cleaning

We arrange cleaning of shared internal and external areas. You and your neighbours should ensure that these areas are kept clear, tidy and free of obstructions at all times. For more details please refer to our [Zero Tolerance guidance](#).

Rubbish & recycling

If you are buying an apartment there is likely to be communal rubbish facilities. Please dispose of rubbish in suitable bags in the bins provided.

If you are buying a house, the council will have provided bins for your use, it is possible that you may need to request bins for garden waste and this may come at an additional cost. If the rubbish bin is missing or damaged when you move in, you should contact your local authority for a replacement.

Please ensure you follow the guidance from your local authority regarding which items you can recycle.

Boilers / heating systems / gas & electricity

It is the responsibility of the current Shared Owner to have any necessary checks carried out on the boiler and gas appliances. If a gas safety check has not been carried out in the last year, you will need to have this done prior to exchange of contracts. It is very important to have your gas supply checked properly at least once a year to make sure your home continues to be safe to live in – it will be your responsibility to arrange this going forward.

For new owners, when you complete on your property, you become responsible for servicing and maintaining any of these items to ensure they are safe and functioning efficiently and properly. You should also make sure all electrical items in your home are safe. If an electrical safety inspection has not been carried out in the last ten years, you will need to have one carried out prior to exchange of contracts.

The seller should leave behind any user manuals for the heating/hot water system and any other utility services provided in your home. It is essential that you read and familiarise yourself with these.

Love Living Homes are not the seller of resale properties, the services and appliances within the property are not assessed or tested by Love Living Homes.

Please note - it is also the new homeowners responsibility to register the warranty for all appliances within the home.

Maintaining the property

Under the terms of your lease, you are required to maintain your home in good condition. If the value of your home is less than it could be due to essential repairs, poor maintenance or overall condition. When you come to sell the property or buy additional shares Love Living Homes (Town & Country Housing's) share will be calculated on the higher value (based on it being in good condition).



Repairs

If you buy a house, you are responsible for all repairs inside your home, to the structure of the building, in your garden and to any parking spaces that form part of your demise.

If you buy an apartment, you are responsible for repairing and maintaining inside your home. We/the Freeholder are responsible for repairs to the structure of your building and shared areas. If you report a repair that is your responsibility and we carry out the work, then you will be charged.



Solar panels

If solar panels are installed at the house it will be your responsibility to maintain them. Solar panels installed on communal roofs such as blocks of apartments will be the responsibility of the Freeholder to maintain. For more information on solar panels, please reference your home user guide found in your property.



Satellite dishes

You should check your lease to find out if there are any particular restrictions and if permission is required. If not, the general rule is:

- The satellite dish should ideally be placed at the rear of the property rather than have it facing the road
- There is no repair and maintenance responsibility for Love Living Homes (Town & Country Housing)

Loft space

If you are buying a house and there is a loft area, you are able to use the loft for light storage as long as you are sensible with what you store up there i.e. no flammable or edible items, unless your lease stipulates otherwise.

If you live in an apartment, the loft space is not part of your property and cannot be used to store items. It should only ever be accessed for repair and maintenance purposes.





Sub-letting

Permission for alterations

You can carry out minor non-structural alterations inside your home, for example decorating or installing a fitted wardrobe. However, you do need our permission for any larger alterations which will alter the exterior façade or aesthetic of the premises, the structure of the building, the location of plumbing and electrics (for example installing a new kitchen or bathroom), refitting windows, loft extension etc.

You require consent from us so that you are adhering to the terms of your lease or transfer. Depending on your request, proposals will also be reviewed by our surveyors so that we can check that the proposed alteration: meets all necessary building regulations; will have no negative effect on the building's plumbing, drainage and electrical systems etc. (e.g. communal heating); will not negatively affect neighbouring properties in terms of damage, noise or the value of the property. As the homeowner it will be your responsibility, if applicable, to apply for building regulation certificates and planning permission.

All building works must be carried out by competent professionals and we will require copies of all associated certificates (NICEIC, Gas, Building Regulations, FENSA). Once we have received your request along with the relevant documentation, we may need to conduct further inspections or discuss your plans in detail with you. Please note it may take up to 28 days from receipt of payment before a decision is made. Fees apply.

Please note that making alterations without consent is a breach of your lease or transfer and may affect buildings insurance claims.

Gardens and open areas

TCH or a management company will maintain the communal gardens and landscaped areas which belong to us. The cost of this is apportioned and you will pay a service charge for this, subject to the clauses in your lease.

If you have a private garden, it is your responsibility to keep the garden neat and tidy.

Consideration for neighbours

Love Living Homes believes that everyone has the right to live in their own home without disruption or disturbance from others which is why we ask all our residents to be considerate to their neighbours.

- Be aware that sound travels - do not make loud, persistent noise, particularly in the evening or early morning
- Be responsible for the behaviour of your household and any visitors to your home
- Keep pets under control at all times - dogs should be kept on a leash and not allowed to foul in common areas or on other people's property
- Ensure that your home is clear of any refuse or large unwanted appliances
- Stick to your approved parking plan and make sure your guests know where they can and cannot park

Sub-letting your home

If you are a Shared Owner, you must live in your property as your only home and subletting is not permitted.

Renting out your home through Airbnb (or similar) is considered a form of sub-letting and therefore not permitted.

If you cannot sell due to External Wall Fire review (also known as EWS1) issues then we have amended our sub-letting policy, please contact the Homeownership team for further information.

Taking in a lodger

You can rent out a room in the home, but you must live there at the same time. Should you need to do this you may need to inform your local tax office and mortgage provider.

You should take professional advice before committing to any type of formal agreement.



Garden alterations



Garden alterations guidelines

We recognise that some leases/transfers prohibit any external alterations and don't give provision for the landlord to provide written consent. However, we feel that it's fair and reasonable for homeowners to carry out minor alterations to their gardens in regard to patios and garden structures, such as a shed/summer house, therefore we consider them to fall outside of our formal consent process, provided the following guidelines are followed.

If you're considering anything more, this would require you to request our formal written consent and fees apply. Please [contact us](#) for more information

If the lease/transfer prohibits alterations or additions, then we won't be able to consent to anything that is not permissible in the lease/transfer (such as a conservatory or extension).

Paving/decking

If you wish to add additional paving or decking you must ensure that consideration is given to surface water drainage. Grass is the natural way to drain surface water in a garden so if you remove it, you need to ensure that a suitable alternative drainage system is used.

- Maximum coverage of 2/3 of the garden
- Suitable drainage system for surface water, where applicable
- No nuisance to neighbouring properties from increased surface water
- Must not be fitted above the damp proof course.

Garden structures (such as shed/summer house/gazebo/pergola/green house)

If you wish to erect a garden structure then the following is deemed acceptable, anything else would require our formal written consent and fees apply. Please [contact us](#) for more information.

- Garden structures are only permitted in your rear garden not your front garden
- Any structure should be non-permanent and removable
- Laid on a non-permanent base (ie not a concrete base)
- The maximum acceptable size of the structure to be installed can be no larger than 10ft x 8ft
- Maximum number of sheds and/or summer houses is two
- Due consideration made as to the location, so it does not overlook or impact any neighbouring property
- No electricity or any other services to be installed in the shed/summer house
- Sheds to be used for storage purposes only or in the case of a summer house, for quiet enjoyment only
- No nuisance to neighbours from noise or location of the structure

Additional information

Maintenance

The repair and maintenance responsibility is solely yours.

Defect Period

Please note that if you make any changes to your garden within the Developer's defect period, this could affect the defects liability of the Developer.

Complaints

Should we receive any valid complaints over the alterations you have made then we reserve the right to request that they are removed, and the garden returned to its original state.

What if my proposed alteration is not covered by the guidelines?

If you are unsure if what you are considering doing is included in these guidelines, or if you have any questions about making alterations, please email homes@lovelivinghomes.co.uk for further clarification.



Rent, Service Charges and Insurance

Rent reviews

Dependant on your lease, the maximum your rent can go up is the same as either September Retail Prices Index (RPI) + 0.5% or Consumer Price Index (CPI) +1%.

We will notify you each year what this amount will be and rent increases take effect on 1st April each year.

Service charges

The service charge covers buildings insurance, administration and audit fees.

You also pay a share of the cost of maintaining the communal area of your development, either for your building or the estate. It is important to understand how service charges work, are calculated, charged and your rights and responsibilities. We aim to be transparent with you over the costs involved in being a leaseholder, as buying your new home is a big financial decision.

Service charges are estimated each year and at the end of the financial year, we will look at the actual cost of providing services against the estimate. Our reconciliations will then be audited by a firm of independent external accountants. We shall then advise you whether the overall service charge account is showing a surplus (credit) or a deficit (debit) and either arrange a refund or seek additional payment of the balance from you. We will adjust your direct debit to take into account any credit or debit. If you do not pay by direct debit, please ensure you adjust your payments accordingly.

Insurances

Buildings insurance is provided for all Shared Owners and recharged via your service charges.

If you are buying a house and staircase to 100% ownership – the buildings insurance will be payable by you after completion. You will then be responsible for insuring the building as the Freeholder.

If you are buying an apartment and staircase to 100% ownership – the buildings insurance will continue to be recharged via your service charge.

We recommend that you arrange contents insurance each year to cover against accidental damage and theft of your belongings - for clarity Love Living Homes do not arrange any contents insurance cover for you.



Legals

Re-mortgaging/varying the mortgage on my property

With a Shared Ownership lease, if you wish to re-mortgage with a new lender or vary the mortgage with an existing lender at any stage, you need to obtain our consent to do so. Consent will never be unreasonably withheld. For more information on the process, please contact the Homeownership Team, please note, fees apply.

Re-mortgaging with a new lender may require a formal valuation (which you will need to arrange) and, in all cases, will have to be dealt with through our solicitor to ensure the Mortgage Protection Clause in your lease is protected. Varying your mortgage does not require the involvement of our solicitor but does need our consent. Please note that we can never approve a mortgage that is greater than the value of the share that you hold in the property or allow borrowing on top of the redemption amount of the existing mortgage unless for one of a limited number of purposes. Neither can we allow you to consolidate debts into your mortgage.

Only those named on the lease can be named on the mortgage agreement.

You may wish to consider purchasing additional shares (staircasing) as part of re-mortgaging - see page 15 for more details.

Adding or removing a Shared Owner to your lease (Transfer of Equity)

Adding or removing someone from your lease is known as a Transfer of Equity. This occurs when an existing owner of a property either **adds or removes one or more people to/from the title** (ownership) of the property. This can happen for several reasons, such as when a couple gets married or separate. If you do decide to do this, you are responsible to cover the costs of this process, regardless of whether you are adding, removing or replacing one of the owners. Fees apply.

If you are a Shared Owner and decide to proceed with a Transfer of Equity we would need to approve and agree to this transaction, approve any incoming applicants (applicant joining must qualify for Shared Ownership) and we will also need to approve a re-mortgage.

A Transfer of Equity may be necessary in the following circumstances:

- Adding a partner or spouse to the title
- When separating from a partner or spouse
- Transferring equity from one partner or spouse to another
- Taking a name off or adding a name to the mortgage



Payments & changes to your circumstances

If you are struggling to keep up with payments due to a change in your financial circumstance, please contact us as soon as possible, as advice can be given and a payment plan can be agreed for arrears.

It is important to keep up with your payments to Love Living Homes (Town & Country Housing) as well as your mortgage lender.

If you do not pay your rent, we can approach your mortgage lender for payment of the rent arrears. You will have to pay interest on any rent arrears. Rent & mortgage arrears affect your credit rating and ability to borrow money in the future.

Your home could be repossessed if non-payment persists.

Administration fees

An administration fee is an amount payable to us by a leaseholder for a service that is provided directly in relation to their individual property, and is therefore not covered by any aspect of the service charge. This could relate to a number of services such as amendments to your lease, re-mortgaging and registering improvements.

A list of our current administration fees can be found on our website lovelivinghomes.co.uk

Inheritance

If you are a Shared Owner your lease will specify how you can do this, and to whom the property can be transferred to. The person inheriting the property will need to qualify for Shared Ownership and we will need to be notified and approve the new leaseholder. If the person inheriting the property does not qualify for Shared Ownership, the property will need to be sold and they will benefit from the equity received.

We strongly recommend that you seek legal advice about this to save any complications in the future.

Lease extensions

All Shared Ownership homes are sold as leasehold, even houses. You may need to extend the term of your lease. This is because a short lease can affect the value of your home and can make it more difficult to sell or get a mortgage on the home.

A short lease is generally considered as one with 80 years or less left on the term, although different lenders have different criteria. It can be significantly more expensive to extend a short lease.

For more information, please contact the homeownership team at homes@lovelivinghomes.co.uk on how you can do this either via the statutory or voluntary route. Information on the statutory route can also be found from [The Leasehold Advisory Service](#)

Selling a Shared Ownership property

As a homeowner you can sell your Shared Ownership property like any other property. However, there are restrictions on the sale of these properties. This is to ensure the properties remain available to people in need of affordable housing.

There is a procedure to be followed when selling your Shared Ownership property, which will be set out in your lease.

Selling a Shared Ownership home is known as a resale, as you are selling your home to someone else. If you are a Shared Owner and wish to sell your home, we will give you advice and send you general information about the process.

We will also help you to sell your home. In most cases your lease will stipulate that you must allow us the chance to find a buyer for your home before you can put it on the open market, this is also known as the nomination period.

During the nomination period, we will try to find another Shared Owner for your property so they can benefit from the scheme the same way you did when you purchased your home. We will advertise your property on the Love Living Homes website and on the Share to Buy website (an online portal for people wanting affordable homes).

If we are unable to find a buyer during the nomination period, you will then be free to sell on the open market.

There may be some exceptional circumstances, which will prevent us from finding a purchaser so you may need to discuss your individual situation with us.

Please refer to our Shared Ownership Resale Guide available on the [Love Living Homes website](#).

For more information, please contact [our sales team](#).

Buying more shares - Staircasing

As a leaseholder of a Shared Ownership property bought either new, or as a resale, you can buy further shares in your property. This process is known as staircasing, enabling you to own a greater proportion of your home. The greater the share you buy in your home, the less rent you will pay to us.

Your lease will determine how many times you can staircase and the minimum amount (%) of additional shares you can purchase in each transaction. On some newer leases you are able to staircase by 1% per year for the first 15 years of the lease. Please check your lease for more information.

If you do decide to staircase to 100% you become an outright owner and pay no rent to us. If you do become the outright owner, you will still have to pay service charges and may have to pay an annual ground rent.

Staircasing is not mandatory, it's completely up to you.

Please see the Staircasing Guide for further information and fees available on the [Love Living Homes website](#).

For more information, please contact [our sales team](#).



Aftercare

Defect Period

After moving into your new home, there's a defect period. During this, Love living Homes, as your landlord, are responsible for raising any issues arising from the construction process to the main contractor who are responsible for rectifying the issues raised.

This period typically lasts for a year but can vary depending on your lease and any modifications to the home without prior consent may affect this warranty.



Snagging

During the defect period, you may encounter minor issues or "snags" in your new home, such as loose fittings, or minor plumbing concerns. Cosmetic and settlement (e.g. minor cracking) concerns are not covered under the warranty policy.

It's essential to document these snags and [report them to the Aftercare team](#) promptly. Once it has been logged with the team, the Aftercare team or main contractor will be in touch to arrange works to rectify these.

Build Warranty

New build properties often come with a structural warranty to provide peace of mind regarding the long-term integrity of the building.

This warranty typically covers structural defects for a specified period, often ten years, offering protection against major issues that may arise due to faults in design, workmanship, or materials. Please check your lease for more information and the duration of your warranty.



Get in touch

Contact us

For general Homeownership enquiries please get in touch with our Homeownership Team.

☎ **01892 501490** (Option 3)

✉ homes@lovelivinghomes.co.uk

For account information:

☎ **01892 501490** (Option 2)

✉ directdebit@lovelivinghomes.co.uk

For sales, resales, staircasing, transfer of equity enquiries:

☎ **01892 501490** (Option 1)

✉ sales.services@lovelivinghomes.co.uk

Office Hours

Our main office is open Monday to Thursday 8:30am to 5pm and Fridays 8:30 to 4:15pm (excluding bank holidays)



Buy, Rent & Invest Happy

Love Living Homes is the trading name of

