

## BUYERS GUIDE

# Buying your new shared ownership home at Orchard View





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# Congratulations on taking the first steps towards buying your home at Orchard View

This booklet outlines the main responsibilities (yours and Moat's) for your shared ownership home with Moat.

Please read this guide and make sure you understand it, we'll send you a declaration form asking you to confirm you've done this.

When you sign your lease to buy your home, you accept the responsibilities and you are legally bound to honour them.

Your lease sets out who does what, the details of your home, including the share you have bought, the length of the lease and financial details such as the

rent at the start of the lease and details of what the service charges cover.

Your solicitor will send you a copy of the lease.

Your solicitor should also outline to you the terms of the lease, your rights and responsibilities as well as explain your legal status as a shared owner. It's important you understand all of this but please speak to your solicitor if you have any questions.

The information contained in this booklet is for guidance and should assist you when buying your home with Moat. Leases may vary and will contain information that is specific to the home you are buying.

## Key Information Documents

Before buying your home, you will be able to view key information documents about shared ownership and the home you are buying, these are also sometimes referred to as KID documents.

The three Key Information Documents you will be provided are:

### ► KID 1 Key information about the home

This document is available on our Moat Homes website and is there to provide more information about the home you may want to buy. It breaks down the different options of share prices from 25% upwards to give you examples of how much each share price could cost you. It also highlights some key points in the lease i.e. your lease term, subletting and whether pets are allowed.

### ► KID 2 Summary of costs

This document is provided to you once you know what share price you will be buying and how much deposit you will be using to buying your new home. It breaks down the costs of payments to Moat, for example if there are any service charges, estate charges etc. It will also detail any future costs for example if you wish to buy more shares. There is also a handy section for you to help budget for the cost of your utility bills and council tax as well as any other



monthly payments you have on top of your mortgage, rent and service charges.

### ► KID 3 Key information about shared ownership

This document is to help you decide if shared ownership is right for you. It's available on our Moat Homes website for each property listing advertised for sale. It explains how shared ownership works and includes details on your lease, buying more shares, selling your home and more.

You'll be asked to read through each document carefully so that you understand what you are buying. Once you've had time to read through each document your Sales Executive will then discuss these with you and answer any questions you may have.

All Key Information Documents will be sent to your solicitor along with the sales paperwork. Your solicitor will need to confirm to us you have read and understood them prior to exchange.



# Arranging your mortgage

A big part of buying your own home is arranging your mortgage. The mortgage advisors on our panel are here to help. They have been selected because of their high levels of customer service and their understanding of shared ownership. Mortgage advisors on our panel are professionally qualified and will help you make the right choice so that you can enjoy your new home into the future.

We may ask you to speak with one of the mortgage advisors on our panel for a financial assessment at any time during your purchase with us.

There are many different types of mortgages, offering varying terms and conditions. We are not qualified to provide you with financial or mortgage advice.

You will need savings for a mortgage deposit of at least 5% of the share value that you purchase (100% mortgages are not accepted). The higher your mortgage deposit, the more favourable your mortgage interest rate is likely to be.

It's important the figures on all documents relating to your sale match, so you need to let us know if anything changes. If you don't tell us, then you might incur additional costs with your lender and/or solicitor.

## Important things to remember:

- ▶ You will need to take out a mortgage from a high street bank or building society to cover the cost of the share (minus your deposit). If you have sufficient cash or savings to purchase the share outright, please discuss your situation with us.

- ▶ Guarantors are not accepted when buying through shared ownership.
- ▶ The type of mortgage you get must be a repayment mortgage. Interest only mortgages are not accepted.
- ▶ If you are buying in joint names, you must both be named on the mortgage to have shared rights and responsibilities for the home. If you are not named on the mortgage, you will not be named on the lease/transfer and you should seek legal advice regarding your rights.
- ▶ We cannot accept mortgage interest rates greater than 8%.
- ▶ The total cost of arranging your mortgage (including fees payable to mortgage advisors and to mortgage lenders) should not be more than £1,500.



# The costs of buying your home

## Reservation deposit: £500

You'll need to pay £500 to secure the reservation on the home you wish to buy. At this point, the price of your home is fixed, and this will remain so with an expectation that you will exchange contracts within 34 working days. This deposit will be deducted from the purchase price on completion.

## Survey and mortgage arrangement fees: £1,500

Your mortgage advisor will give you more information about the costs associated with getting a mortgage. Your lender will charge a fee for arranging your mortgage and for a chartered surveyor to complete a valuation report. These costs vary depending on the mortgage option you choose as some lenders offer free surveys. The mortgage arrangement fee can only be added to your mortgage if the total borrowing is less than the share value. Mortgage arrangement fees also vary and some mortgage advisors will charge a fee for their service.

## Solicitors costs: £1,500

Your solicitor will charge you a fee for their professional services. You should expect to pay an amount up-front for your solicitor to proceed, with the remainder payable upon completion of the purchase.

## Notice fees: £84-£120 per notice

Your solicitor will need to serve a legal notice to Moat to confirm the change of ownership and to register

your mortgage following completion. Additional fees may be payable to a managing agent.

## Engrossment fees: £120-£180

The fee is charged by our solicitors to you for preparing the final version of the lease for signature.

## Local Authority search fees: £20-£90

Local Authority searches are an essential part of the home buying process. They cover any charges or restrictions relating to land or home.

## Mortgage approval fee: £90

The fee is charged by our solicitors to you for checking that your mortgage offer has the necessary information for the Mortgagee Protection Clause in the shared ownership lease to operate.

## Other fees

There may be other fees payable to third party managing agents or management companies depending on where you are buying.

## Stamp Duty Land Tax (SDLT)

This is a government tax that is payable when someone buys a home. Your solicitor will be able to tell you if the tax applies and if it does how much it will be. We are unable to give advice on stamp duty queries.

## Exchange of contracts

Exchange of contracts is a key point in the purchase of your home. It means that you are legally bound to buy the home and Moat is legally bound to sell it to you.

Prior to exchange, you will need to make sure that you

have signed your contract and transferred your mortgage deposit to your solicitor in order for exchange to go ahead. Your completion date might be agreed "on notice" This is explained further on Page 11.

In some cases, exchange of contracts happens on the same day as you complete on your purchase. This is also known as simultaneous exchange and completion.

## Rent payable on completion

From the day your home completes you are responsible for paying your mortgage, rent and any service charges. You'll need to pay for the remainder of the month in which you complete plus the following month in advance in your completion monies. Your solicitor will tell you the amounts. It is important to always pay your mortgage, rent and service charges on time or you risk losing your home.

## Other costs

Other costs you should consider include removal van, broadband connection fees and Royal Mail redirection charges.



\*All costs and fees are estimates

# Your home buying journey

## The buying process and timescales

Your purchase with us officially begins when we send out your Memorandum of Sale. Once we've done this we expect you to exchange contracts within 34 working days.

## Mortgage application and survey

Your mortgage advisor will help you complete your mortgage application. Please give your mortgage advisor all documents that they ask you for so this can be submitted as quickly as possible. Once your mortgage application has been submitted your lender will arrange a valuation survey. You will then be sent your mortgage offer.

## Mortgage expiry dates

Mortgage offers have an expiry date; typically six months from when it is issued. Therefore, your mortgage offer might expire before the home is ready for you to move into (for example if there are delays in the construction process). If the mortgage offer expires before you can legally complete, your existing lender may agree to extend your offer. If not, you may incur extra costs to renew it or have to apply for a new mortgage. If you have to apply for a new mortgage, you could be required by your lender to provide up to date supporting documents.

## Mortgage valuations

The purchase price of your home must match the full market value stated in your mortgage offer. If your mortgage lender down-values the home, your mortgage advisor will work with us and your

lender to try to resolve the matter. We may ask you to apply to a different lender.

If this cannot be agreed, your purchase may be cancelled and your full reservation deposit (£500) will be refunded.

## Mortgage offer approval

After the surveyor has completed their valuation report, the lender will issue a mortgage offer. Please forward a copy of your offer and valuation report to us. Your mortgage offer must reflect the figures on your Memorandum of Sale. We need to approve your mortgage offer to check it meets the requirements set out in the shared ownership lease and correctly reflects the details of the sale. If your mortgage offer is not approved, we are not liable for any costs you may incur associated with delays, the production of a revised mortgage offer or cancellation of the sale.

## Legal Advice

Our panel of solicitors has many years of experience with shared ownership schemes. We suggest that you appoint a panel solicitor because of this experience. If you instruct a solicitor that is not on our panel, please make sure they are familiar with shared ownership to prevent any delays with your purchase.

## Buying off-plan

If you are buying a home off-plan (i.e a home which is not yet built), the date your home is likely to be available for you to move into will depend on the construction period. Delays can and do occur and we'll always keep you updated as the build progresses. We are not liable for any additional costs should any delays occur.

## New Homes Customer Care

A New Homes Customer Care Officer will contact you prior to completion day to provide you with

information about your new home and to explain the defects process. We explain all of this in much more detail on Pages 20-23

## Exchange and completion

Many of our homes are for sale off-plan which means that completion (the day when you move into your new home) will be on notice.

Completion on notice means that once your new home is built, you will have 10 days to complete your purchase including paying the balance of your purchase and legal fees. If you don't, interest payment penalties can be charged and we have the right to withdraw from the sale.

Completion on notice (sometimes referred to as notice to complete) cannot be given unless a building regulations completion certificate or a new homes warranty and insurance certificate, such as NHBC, have been issued. These documents must be issued from the house builder to us in order for us to take handover of your new home.

Prior to completion, you will be expected to exchange contracts with completion on notice. This happens once all legal searches and enquiries have concluded and you've paid your deposit but no fixed completion date is set. If you reserved your new home off-plan, you committed to buying it whilst it was being built and this means you are expected to exchange contracts whether you've been able to physically view inside it or not. Further information regarding buying off-plan is available on our website: [moathomes.co.uk/buying\\_off\\_plan](https://moathomes.co.uk/buying_off_plan).

We recommend you speak to your solicitor to make sure that you fully understand the contractual obligations of both exchanging and completing on notice.

We will send a Memorandum of Sale to you, your solicitor and your mortgage advisor via e-mail. Your sale is instructed the date this email is sent.

Once you have exchanged, completion will follow shortly after – usually within 10 days. You might be able to simultaneously exchange and complete.

We recommend that you speak to your solicitor to make sure that you fully understand the contractual obligations of both exchanging and completing and the options available to you.

## Completion day

Your solicitors will send our solicitors all monies due on the day of completion. Once these monies are received your purchase is complete and you can move in to your new home. This could happen at any time, so please make sure you are available all day.

A member of the Sales and Marketing Team will contact you regarding arrangements for the day of completion. The keys to your new home will be handed over to you and meter readings will be taken. Your new home will have been through an extensive snagging and inspection process before we give you the keys. However, if you do notice anything that you wish to report, please contact our New Homes Customer Care Team within 24 hours of completion and they will advise you further. Please also make sure you have read pages 20-22 of this booklet as they explain what a defect is.

Remember to contact the gas, electricity and water companies as well as the local council and any other utilities you require, to let them know you have moved in.



# Your responsibilities

Many of the responsibilities that come with owning a shared ownership home are similar to those that would apply if you buy a home on the open market. There are some differences and it is important that you are aware of these.

## Repairing and maintaining your home

Like any home owner, you are fully responsible for the day to day maintenance and repairs of your home. Please note that any replacement of external doors and/or windows requires permission from Moat. Your lease will set out repair and maintenance responsibilities for your home in more detail. Please make sure you understand and accept these responsibilities before signing your lease.

If you live in a house, it is your responsibility to keep both the interior and the exterior of your home in good repair.

If you live in an apartment, the freehold owner of the block is responsible for the maintenance and repairs of the common parts and the exterior of the building. The cost of any work will be passed on to you in your service charge payments. You are responsible for undertaking any maintenance or repairs to the inside of the apartment including any pipes, electrical wiring and glass in all windows and doors. The window frames or external doors may be the responsibility of the freeholder to repair or replace.

Please check your lease to make sure you are clear on what your obligations are before signing.

## Solar panels

If solar panels are installed at your house in most instances it is your responsibility to maintain them. Please check this with your solicitor.

Solar panels installed on communal roofs such as blocks of apartments will be the responsibility of the freeholder to maintain.

## External and structural repairs

For the first 10 years we will be responsible for the cost of essential repairs required to the external fabric of the building and structural repairs to walls, floors, ceiling and stairs inside the home. We will only be responsible where the repair is not covered by the building warranty. You should speak to us about any work required to check if it is covered under the warranty.

After the first 10 years the responsibility for carrying out the structural repairs will remain with the building owner for apartments or the shared owner for houses.

## General repairs and maintenance allowance

Your home comes with a 10 year “initial repair period” starting from the lease start date (this is the day you



legally complete on buying your home with us) which applies while you own less than a 100% share in the home. In this initial repair period you will be able to claim costs of up to £500 a year from Moat to help with essential repairs or replacement (if faulty) of installations in your home.

If you do not claim the full repairs allowance in one year, a maximum of one year’s allowance will roll over to the following year. The following example shows how the repairs allowance would work if you claim in years 2 and 3.

You will be responsible for the portion of repairs over £500.

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



**trustmark.org.uk**. Once we have received all of the required documents we will approve or reject your claim within seven days.

We will be responsible for assessing whether repair claims are essential and genuine. We will have the right, to inspect your home if deemed necessary. We may also ask for evidence that the home has been appropriately maintained with routine servicing and maintenance (e.g. boiler servicing) and you will need to provide service records to us.

Once you have had the repair authorised and works completed, please submit your contractor's invoice to us via our Customer Contact Centre at **customer@moat.co.uk**. We will reimburse your costs within 21 days of an approved completed repair and this will either be returned to your rent account or your bank account.

### Policy exclusions

You will not be able to claim expenditure for DIY repairs or repairs done by non-professionals.

We have the right to reject repairs claims using any unapproved company which is not part of the Trustmark scheme.

Repairs or replacements carried out should be like for like. Those that are completed to an improved specification will not be eligible unless unavoidable.

We will not be liable for repairs where there has been a breach of lease such as deliberate or avoidable damage. This includes where you have failed to make sure appropriate routine servicing and maintenance arrangements where this is your responsibility under the terms of lease.

There may be times that you do not need to cover the cost of a repair, for example if the repair is covered by a home warranty or if your home is less than one year old some repairs may be deemed a defect. You can report defects to our New Homes Customer Care Team. Further details on defects can be found on page 20.

### How to claim your repairs allowance

Please contact our Customer Service Centre on **0300 323 0011** or via e-mail at **customer@moat.co.uk** if you wish to make a claim from your repairs allowance. We will ask that you submit a claim before any works are carried out to make sure we can approve the claim.

We will require that you provide us as much information as possible to assess your claim including: full details of the works required, any photographic evidence and a quote for the works. We recommend that you use a Trustmark approved contractor to carry out repairs on your home and a full list can be found here

### Pets

We encourage responsible pet ownership; balancing the positive impact pets can have, while ensuring they don't cause a nuisance. We give permission for customers to keep pets only if the lease allows. Please check your lease, so you are aware of any restrictions about this.

### Car parking

Car parking arrangements do vary and your lease will define what your parking entitlements are. There are several different types of car parking arrangements and it is important that you understand what applies to both you and your visitors.

#### ► Demised car parking

This means the car parking space is included within the demise of the premises granted to you under the lease. The conveyancing plan for your home (usually red-edged) will show you where your car parking space(s). You will then have "exclusive possession" of those parking spaces, meaning that no one else will be permitted to park in them. It is also likely that, because they are exclusively demised to you, you will also be solely responsible for the repair and maintenance of these parking spaces.

#### ► Right to park

The right to park comes with two options:

##### 1 General right to park

This is the general right to park in any space(s) within a car parking area on a first come first served basis. This means that you do not own or have a designated space; you simply have the right to use a car parking space.

##### 2 Exclusive right to park

This means that you have access to a designated car parking space (usually blue-edged in the conveyancing plan for your home) for you and your visitors to use for the duration of your lease. You will not own the car parking space but you are granted an exclusive right to use it.

For both of these types of parking even though you do not own a car parking space, you may pay for the use of this facility in your monthly service charge.

Regardless of the car parking arrangements for your home, it is your responsibility to make sure it is managed correctly. Some car parks may require an entry fob or a parking permit and you should check if this applies to you. Please note that replacement fobs are chargeable.

### Gardens and outdoor space

If your new home has a private garden then you are expected to look after it, keeping it clean and tidy. Any shared or communal areas are usually maintained by a management company or by Moat where we own the freehold and / or the grounds. You and your neighbours are asked to keep these areas clean and tidy and free from any obstruction.

### Internal communal areas

Most apartment blocks have shared internal space and they will be maintained (i.e cleaning) by a management company or by an appointed contractor if Moat own the building. You and your neighbours are asked to keep these areas clean and tidy. Items left in communal areas (corridors, stairwells etc) will be removed as they can cause a fire safety risk. Your service charges will include a charge relating to the

upkeep and maintenance of any shared or communal (internal and external) areas. If you cause any damage to these areas you will be recharged.

### Rubbish

We do not supply refuse bins for your household waste. Please contact your local council if you do not have a bin. Please make sure that your rubbish is properly secured in bags when you use the communal bin store. Bulk items such as cookers, fridges, and sofas should be taken to the nearest tip or arrangements can be made with your local council for a special collection (a small charge is usually made for this service). Please do not leave bulk items in bin stores, communal areas or to accumulate in your garden.

If we have to arrange for bulk waste to be removed, it could be recharged to you and others across the wider estate.

### Loft space

If your home has loft space, it will not be boarded out and therefore unsuitable for storing your belongings



or for standing in. If you wish to use your loft space, it is up to you to make sure it is made safe before you do so.

Please avoid doing this within your defects liability period.

### Satellite dishes

Most of our new homes come with digital television provisions fitted as standard. Individual satellite dishes are not usually permitted on apartment blocks although they may be permitted on the rear elevation of houses in some cases. Your solicitor will need to check the stipulations in the lease and you should always seek permission from Moat before any installation. It is up to you to arrange to take out a contract with a service provider if you wish to.

### Consideration for your neighbours

We really hope you enjoy living in your new home and local community. We place obligations in your lease to encourage good relationships between you and your neighbours; you are also responsible for your visitors and their behaviour. If you do have difficulties with your neighbours, please speak to them first. We are here to help if you need us to.

### Specific terms of your lease

Your lease will have specific terms according to the development you live in. You should check your lease carefully, so you are aware of these. Once your solicitor has the lease ready, please discuss with them any specific terms that you need to be made aware of. This may include restrictions from the head lease.



# Payments to Moat

## Paying rent on your shared ownership home

The interest on the share you have not bought (ie the share owned by Moat) is subsidised and usually charged at around 2.75% (or less). This is referred to as rent and you will pay your rent to Moat every month via direct debit. You can buy more shares in your home at any time and this is known as staircasing. If you buy more shares in your home, then the rent you pay to Moat reduces but your mortgage payments may increase if you borrow more money from your lender to fund the staircasing transaction.

## Rent and service charges payable in advance

After you move into your home we will set up your Direct Debit. You will receive written confirmation of this from our Direct Debit partner Allpay. It is your responsibility to make sure payment is made as required until the Direct Debit has been set up.

Your monthly charge is broken down into:

- ▶ Rent
- ▶ Building insurance (if applicable)
- ▶ Service charges

Payment should be made on the first of the month in advance. This will be set out in further detail in your lease. You need to make an agreement with us should you wish to pay on an alternative day of the month.

## Review of rent levels

The rent is reviewed annually and increases on the 1 April each year at the rate of Consumer Price Index (CPI) + 1%.

## Rent arrears

It's really important that you make your monthly payments to us and your mortgage lender. If you don't pay your rent, we'll want to speak to you about this. Your lease allows us to approach your mortgage lender for payment of rent arrears. If we do this, you'll be charged interest on this too. Please contact us as soon as you can if you are in any sort of financial difficulty. The sooner you tell us, the more options there will be for us to help you.

## Buildings insurance

Where Moat is the freeholder, or we are required to, we put in place buildings insurance for your home. You are required to cover the cost of the building's insurance, which is usually included within your service charges. You will be notified of any changes but can request details of insurance costs by contacting the Service Charge team. The most current Buildings Insurance Summary of Cover is available on our website or via request. Please contact [insurance@moat.co.uk](mailto:insurance@moat.co.uk) to request a copy.

If you make a claim, you will have to pay the excess of £200 (at the time of writing) for most accepted claims; and £1000 (at the time of writing) for claims relating to subsidence. You'll need to contact the insurer directly to report your claim and you will be responsible for liaising with the insurance company throughout the claim process. Details of how to make a claim can be found on Moat's website per the following link:

**Insuring your home | Moat Homes**

In some cases, leaseholders may have a contractual obligation to insure their home, if this is the case it will be set out in your lease

Buildings insurance does not cover general repairs and maintenance. You should check your lease and ask your solicitor to confirm your lease conditions and responsibilities for insurance, repairs, maintenance and charges before you purchase your home. The rent you pay to Moat is for the part of your home that Moat continue to own, and not rent for landlord services such as repairs and maintenance.

We do not insure your contents, and we encourage you to arrange suitable insurance for your contents and belongings from perils such as accidental damage and escape of water.

## Service charges

Service charges are payments made by you which contribute to the maintenance of the communal areas of your apartment block and neighbourhood facilities. Moat does not make profit from service charges; the purpose of a service charge is to make sure that we can provide you and your neighbours with a clean and pleasant environment in which to live.

Your service charges may also include an amount each month contributing towards a future repair fund (also called the reserve fund or the sinking fund). This fund accumulates over a number of years and is held by Moat to pay towards the replacement of major items such as lifts, roofs or road re-surfacing works. (Repairs that are Moat's responsibility during the initial repair period will not be paid for using the reserve fund). The collection of a future repair fund makes sure that the cost of these major works are spread out over a longer term to avoid customers being faced with large bills when works are completed. All contributions to the future repair fund remain with the home and will not be

refunded to you upon sale of the home.

## Service charge breakdown

The services you receive can vary depending on where you live, the type and size of your home and what your agreement with us says. Typical service charges could include:

- ▶ Grounds maintenance
- ▶ Cleaning communal areas
- ▶ The lighting of communal areas
- ▶ Providing insurance for apartment blocks
- ▶ Providing water, electricity and gas to communal areas.

The more services you receive, the higher the charges. We will provide you with information about the services and the fees for the home that you are buying.

Some developments may have a managing agent that provides services with associated costs recharged to you.

We will provide you with an estimate for the service charges for your home. The charges after the first year may increase due to the warranties and guarantees expiring on service equipment within the block or estate. It could also be due to contributions to reserve funds being increased due to more detailed information becoming available.

Your service charge estimate is reviewed annually on the review date in your lease and not necessarily a year after you move in. This may mean that your charges change within the first year of occupation.

At the end of the financial year (usually 31 March),

we will check the actual service charge spend and compare it with the estimated charges that you've paid during the year.

Once this reconciliation is complete, it will show whether the actual spend was more or less than the estimated charges. We will send you a year-end statement to show you any difference, usually by the end of September each year. Any excess charges that you may have paid will be credited to your Moat account and any shortfalls identified will require payment.

You will have the right to request to view the invoices that support the actual costs.





# Your new home

A lot of care and attention goes into making sure your new home is beautiful. We invest time and effort in overseeing the entire construction process from the foundations being laid all the way through to final finishes. We take pride in making sure your home is built to high standards and everything provided in your new home is of good quality. We have a dedicated New Homes Customer Care Team who you can speak to after you have moved in should you have any concerns about your new home.

## Snagging

Snagging is checking new build homes for minor faults that need to be rectified. Your new home will have been thoroughly snagged ahead of your completion date. There won't be the opportunity for you to snag your home before or after your completion date. This includes you appointing a professional to undertake any snagging on your behalf.

## Defects

A defect is a building flaw or failure that is the house builders responsibility to put right as it does not meet contractual standards in:

- ▶ Quality
- ▶ Workmanship
- ▶ Performance
- ▶ Design

We strive to give you the keys to your new home without any defects but sometimes there might be items that present themselves after you have moved in. Our New Homes Customer Care Team will work

with you and the house builder to rectify any defects. We expect all defects to be fixed within one year of your home handing over to Moat (not from the date you move in) and this is called the defects liability period. We will explain your defects liability expiry date when you reserve your home with us. Please report any defects to our New Homes Customer Care Team before this expiry date.

An end of defects inspection will take place just before your defects liability expiry date. It's important that you're available to attend this inspection as it's to agree and finalise any items that may still require fixing. The house builder is responsible for putting any agreed defects right at no cost to you. Our New Homes Customer Care Team will monitor all the defects that you report to us and act as a liaison between you and the house builder.

If you've purchased a home after the defects liability period has expired, then you've bought the home "as seen", in it's existing condition and you won't benefit from any defects liability period. If this applies to the home you're buying, we will explain this to you before you reserve.

Once the defects liability period expires, you can no longer make new claims through the defects process. The exception to this is called a latent defect: this is a fault that may be in a hidden place, and that couldn't have been discovered by a reasonably thorough inspection before you bought your home or before the end of the defects liability period. Depending on their nature, latent defects may be covered by the warranty on your home and our New Homes Customer Care Team will be able to speak to you further about this.

## Reporting defects

If any faults occur in your home once you have moved in, please report these faults to our New Homes Customer Care Team on 0300 323 0011

(Monday to Friday, 8am – 5pm). Alternatively, if the fault is not an emergency you can email these to [newhomescustomercare@moat.co.uk](mailto:newhomescustomercare@moat.co.uk).

When you report a defect, we may ask you a series of questions to make sure it is a defect and not a repair. If it is a defect, we will, where possible, tell you how long it will take for the defect to be fixed. The house builder who built your home will contact you to make arrangements to carry out the work.

Please do not report any defects to workmen who may still be on site where you live. We cannot guarantee that defects reported through any channels other than directly to us will be logged and managed properly.

Appointment dates/times to fix defects will be agreed with you. If the house builder is unable to carry out works because you're not home or because they are not considered a defect, then you could be charged for this.





whilst the materials used to construct your home start to shrink and settle.

Cracks in walls and ceilings are common in brand new homes and are not cause for concern. These cracks are not an indication of poor workmanship or poor quality construction. It normally takes a year or so for these to settle.

Any cracks in the walls or ceilings that are thin lines (hairline cracks) are your responsibility to make good. We will monitor any substantial cracks and will confirm at the end of defects inspection what cracks the house builder will put right. It is more likely for cracks to appear between plasterboard and wood, for example, between the walls, the skirting boards and above doorways.

Floorboards and staircases may creak when you first move in. We would expect these to settle over the defects period.

Doors and windows may appear stiff to open and close at first. A degree of stiffness is quite normal and often rectifies itself over a short period of time. Applying lubricant to joints on a regular basis will minimise problems that can occur with windows and doors and form part of a good maintenance regime.

The effects of poor ventilation can be detrimental to your new home, causing condensation on windows and mould or damp patches on walls and ceilings. If you notice any damp or mould in your home please contact us.

To avoid this, it is important that you ventilate your home allowing fresh air to circulate. Use extractor fans where these are provided, particularly in bathrooms and kitchens. Drying wet clothes inside your home

should be avoided as it is a common cause of mould, damp patches and condensation. Consider investing in a dehumidifier if you think you may need one.

### Your white goods

The white goods in your home, such as fridge freezer and washing machine, are provided brand new and we will provide user manuals for them. Once you move in you should activate the manufacturers guarantees. If your new home has been empty for a period before you move in, please make sure you check whether the guarantees have expired.

If a fault does occur with any of your appliances, you will need to contact the manufacturer directly to arrange for the fault to be rectified.

Be mindful of any appliances that require regular servicing in order to make sure they remain safe to use and to retain their warranty.

### Heating system, boilers, ventilation systems, solar panels, gas and electricity

You will be given a user manual for your heating/hot water system and any other utility services provided in your home. It is essential that you read and familiarise yourself with these.

Checks are carried out on your boiler before you move in. The date that your boiler will require its next service will be sent to you after you have reserved your home.

If your home has a gas supply, you will be provided with a valid gas certificate. 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 is your responsibility to arrange this.

Some defects may not be fixed until the end of the defects liability period when it is more appropriate or practical – this depends on the nature of the defect.

Putting defects right is a free service, but it is not a day to day repairs and maintenance or wear and tear service. Please make sure that when you report an issue as a defect, you describe the matter to us as clearly as you possibly can. At the end of the defects period, we will contact you to make sure that the works have been completed to your satisfaction and to ask for feedback from you regarding the service.

### Building warranty

Your new home comes with a warranty for a given period from its build date. For most homes this is through Premier Guarantee ([premierguarantee.com](http://premierguarantee.com)) or the NHBC ([nhbc.co.uk](http://nhbc.co.uk)). A certificate detailing information on the warranty for your new home will be provided to you when you move in. This will include details of how to make a claim and the excess charge that you would have to pay if you do need to claim under the warranty.

### Common issues in a new build home

All brand new homes require a period of 'bedding in'





## Moat's role after you move in

Once your purchase is complete and you move into your new home, you begin to live there as a home owner. Your mortgage payments commence, as do your monthly payments of rent and service charges to Moat. You assume full responsibility to repair and maintain your home; our role as your landlord differs to that of a landlord providing services to rented tenants because the rent you pay is a form of interest on the part of your home that Moat continues to own, and not a payment in return for landlord-related services.

Although we reserve the right to come and visit your home if we choose to, in most cases this is not something that we would necessarily do unless we wanted to carry out checks, for example to make sure you are living in the home and it is not being sub-let. In other words you move in and live in your home independently as a home owner.

## Staircasing

Staircasing is the process by which you can increase the percentage share that you own in your home. Details of staircasing are provided to you within your shared ownership lease.

It is a good idea to make plans for staircasing at the time when you first buy your shared ownership home. Talk to your mortgage advisor about your plans and intentions. You can staircase by buying further shares in your home with the amount you pay based on the market value of your home at the time you apply to staircase. You can buy additional shares of 5% or more at any time. The value is determined by an independent RICS (Royal Institution of Chartered Surveyors) qualified surveyor. As the share you own increases your rent reduces proportionately. You can take your ownership up to the full 100% value of the home if you choose, and your lease allows, meaning you would then pay no rent. You would still be liable for service charges where applicable.

If you cannot afford to staircase up to 100% in one go, then think about staircasing in chunks and make longer term plans to achieve this. Talk to us and we'll explain how it works.

In addition to being able to staircase in 5% or greater amounts you have the option to buy a 1% share each year for the first 15 years that you own your home. The price of the 1% share is based on the original full market value adjusted up or down each year in line with the House Price Index (HPI). The HPI is a national statistic that shows changes in value of residential

properties. We won't charge an administration fee when you buy a 1% share.

We encourage home owners to increase the shares in their homes, so they can build a better future for themselves and their families. This is especially important as you approach retirement age if you are close to paying off your mortgage and wish to avoid paying rent out of your pension.

We recommend you make plans early to increase your shares to eventually own your home outright. Historically, house prices have a tendency to rise at a more rapid rate than incomes; as a result, shared owners who delay decisions to staircase are less likely to be able to afford to buy extra shares in their homes as the price of these could be outside your affordability range.

If you sell your property within three months of staircasing to 100% ownership for more than the value that you staircased at, you will be required to pay Moat back its percentage of the increase in price.



You will be liable to pay any associated costs, i.e solicitors, surveyors, mortgage costs.

In some rare cases, it may not be possible to purchase more than 80% of your home due to local restrictions. Your solicitor would have made you aware of this when you bought your home.

We are happy to discuss staircasing options with you, with no commitment to proceed on your part. More information is available in the 'I'm a customer' section on our website [moat.co.uk](https://www.moat.co.uk).

### Improvements

If you want to make improvements to your home, such as installing a new kitchen or bathroom, or replacing your windows and doors, you will need our written permission before proceeding. Additionally, if you wish to make any structural alterations to your home, such as an extension or loft conversion, you will need to enter into a 'Licence for Alterations' with us, as well as seeking planning consent and/or building regulations from your local authority. Once the work has been completed, we can register these improvements on



your account (you will need to provide us with copies of paid receipts/invoices, and relevant guarantees/consents). The added value of these improvements (not the actual cost of the works) can be taken into consideration if you later choose to buy further shares in your home. You will not be repaid for the costs of your improvements.

When you apply to staircase, you must confirm whether you have made any improvements to your home. General maintenance, repairs and decoration are not regarded as improvements. When your home is valued, the surveyor will identify the value of your home both with and without these improvements. The latter figure is then used to calculate the value of the additional shares.

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, Moat's share will be calculated on the higher value (based on it being in good condition).

### Administration fees

Administration fees apply for some services we provide. Fees for any specific services or transactions provided by our Post Sales Service Team will be outlined to you at the start of the process. These may include registering improvements, obtaining a 'Licence for Alterations', staircasing, provision of a leasehold management pack, etc.

More information about our services and fees are available in the 'I'm a customer' section on our website [moat.co.uk](https://www.moat.co.uk).





# Selling your home

If you need to move to a different sized home or to another area, you will need to market your home for sale through our Resales team for a period of 4 weeks, depending on your lease.

Our Resales Team will offer your home to other people who are looking for shared ownership so that they buy your share from you.

## Costs

A fee is payable when we sell your share in your home, which will be confirmed to you when you apply to sell. This is outlined within your lease and will be up to 1.5% of the full market value of your home plus VAT. You will also have some upfront costs which include a RICS valuation to determine your home's market value, and also the cost of an energy performance certificate if one has not been carried out within the last 10 years. You will also need to appoint a solicitor to act on your behalf.

## Valuation

When you sell your home the price is based on the current market value at that time. This could have fallen or risen since your original purchase, depending on the housing market conditions. Your home will be valued by a chartered surveyor, the cost of which you will be responsible for. Your home will then be sold for the current market value including any value that may have

been added following improvements made. Please note that you will only see the full benefit of your improvements when you staircase. Improvements you make to your home may or may not affect its resale value. We cannot make any special payments for improvements carried out as we are selling your share to a new buyer. Our share will remain in the home and we will not receive any money for our share unless we are unable to find a buyer and the home is sold outright.

## Proceeds from the sale

On completion, you will receive your share of the value of the home. For example, if you own 50% of your home and sell for £300,000, you will receive £150,000 (less any mortgage that is redeemed on completion and associated fees). Moat must approve the buyer.

If we are unable to find a buyer for your share and you sell your home outright through an estate agent, you must sell for a minimum of the valuation price. If you sell for less, you will be required to meet the difference on Moat's share.

## Applying to purchase again

If your circumstances change and you need to move, you can apply to buy another shared ownership home if you are unable to purchase a suitable home outright. You'll need to speak to us first to confirm that you still meet the eligibility criteria. You will need a buyer in place before you are able to go ahead with a purchase. Our Resales Team will assist you with the sale of your home when the time comes.

## Further advances / re-mortgaging

If you want to move your mortgage to another lender

in the future, perhaps to gain a better interest rate, the mortgage lender will require Moat to issue them with the mortgagee protection clause. The mortgagee protection clause is Moat's guarantee to the lender that should anything happen, the mortgage lender will receive the monies as a first priority. We cannot provide our consent to further borrowing for the purposes of debt consolidation. We can consent to further borrowing if it is used to carry out essential repairs or maintenance that are not covered by buildings insurance, to buy additional shares or to buy out a joint leaseholder.

Always check with us before applying for any borrowing. Please bear in mind that if you miss any repayments for loans secured against your home, your home may be at risk.





## Contact us

### Online

MyMoat is our secure online customer portal that lets you access a wide range of services to help you manage your account in the easiest and quickest way, convenient to you.

### By email

You can contact [customer@moat.co.uk](mailto:customer@moat.co.uk) for general enquiries.

### By phone

Call our Customer Service Centre on: **0300 323 0011**

We are open between 8am and 5pm, Monday to Friday.

### By text

Text us on **07786 202 505**

### By Web chat

Save travel, postage and emails by using our web chat to speak to us online between 8am and 5pm. To use web chat just [click here](#) and another screen will open up, type in your details and hit the submit button to begin the conversation.

### Other languages

We are a member of Language Line, the 24 hour telephone interpreting service. So, if you would like to speak to us in a language other than English, please call our Customer Service Centre and we will get an interpreter on the line as soon as possible to help respond to you.

We can also give you information in other formats to meet your needs, such as large print.

## Help us to spread the word!

One of the best ways of helping others decide if shared ownership is right for them, is to read stories from people who have purchased a home with us.

There are two ways you can help future buyers:

### Participate in a case study

We'll ask you to take part in a case study. If you're happy to do this, you'll share your story with us and have some photographs taken in your new home. We'll then use your case study in housing magazines, press releases and on our website.



Moat at Culverley Gardens

A new year and fresh start at Culverley Gardens



Moat Homes

Staircasing with Moat Homes

### Leave us a Google review

Share your experience of buying a home with us by leaving a star rating and giving your feedback [here](#).





Moat Homes Limited is a charitable housing association.  
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