

DRAFT – North Yorkshire Council Landlord Services – Shared Ownership Policy

Version	Development Stage	Descriptions	Key Changes Implemented
1	Initial draft	Preliminary version of the policy document developed by the Service Improvement Team.	Baseline content created outlining the policy's purpose, scope and initial provisions.
2	Internal Consultation	Circulated for internal review, including legal and departmental stakeholders for feedback.	Expanded sections, clarified responsibilities, incorporated colleague comments.

1. Introduction

North Yorkshire Council provides and manages shared ownership homes through shared ownership leases. This Shared Ownership Policy sets out how the Council delivers services to shared owners, the standards they can expect, and the framework within which the Council fulfils its responsibilities as landlord and freeholder.

The Council is committed to managing shared ownership homes in a fair, transparent and consistent manner. Shared owners should have access to clear information about their rights and responsibilities, the services provided, service charges and rent, and how to engage with the Council regarding the management of their homes.

This policy operates alongside the individual terms of each shared ownership lease. It does not replace, override or amend lease conditions. Where any conflict arises between this policy, an individual lease, or relevant legislation, the lease and the law will always take precedence.

2. Policy Purpose and Scope**2.1 Purpose**

The purpose of this policy is to provide a clear framework for the Council's statutory and contractual duties in managing shared ownership homes. It outlines how the Council:

- manages repairs and maintenance responsibilities
- administers rent and service charges
- supports staircasing (increasing ownership share)
- manages lease variations, assignments and resale processes
- communicates and engages effectively with shared owners

This policy supports consistent, transparent and fair decision-making, ensuring services are delivered in accordance with legislation, regulatory guidance, good practice, and the Council's wider housing objectives.

2.2 Scope

This policy applies to shared ownership properties where the resident holds a shared ownership lease with North Yorkshire Council. This includes all shared owners regardless of:

- the ownership percentage held
- whether the home was purchased new or as a resale
- whether ownership share has increased through staircasing

This policy does not apply to:

- leaseholders who purchased under Right to Buy
- homeowners who have staircased to 100% and now hold full ownership
- fully rented tenants
- residents in other low-cost home ownership products

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- homes where the Council is not the freeholder
- shared ownership homes developed, sold or managed by Bracewell Homes Ltd, which is a separate housing company wholly owned by North Yorkshire Council. These homes operate under Bracewell Homes' own policies, procedures and lease terms, and are not covered by this Shared Ownership Policy

3. Policy Aims

The Shared Ownership Policy aims to:

- set out clearly how the Council manages and supports shared ownership homes
- define the rights, responsibilities and obligations of both the Council and shared owners
- ensure shared owners receive clear, timely and accurate information about rent, service charges, repairs, maintenance and all relevant processes
- promote transparency in the calculation, setting and communication of rent, service charges and associated fees
- ensure shared ownership services comply with statutory, regulatory and leasehold requirements
- provide a fair, proportionate and consistent approach to lease compliance, dispute resolution and managing breaches
- support positive relationships with shared owners through effective communication, engagement and service delivery

Through these aims, the Council seeks to meet its responsibilities as a landlord and freeholder, while enabling shared owners to maintain successful, secure and sustainable homes.

4. Legal and Regulatory Framework

North Yorkshire Council's management of shared ownership homes is governed by a combination of statutory requirements, regulatory requirements and standards, and the contractual terms contained within individual shared ownership leases. Where homes have been acquired using grant funding, there may also be funding conditions which the Council has to comply with. This policy has been developed to ensure that all services are delivered lawfully, transparently and in line with recognised good practice.

4.1 Legislation

The Council must comply with all relevant legislation that applies to shared ownership and leasehold housing. This includes, but is not limited to:

- Housing Acts 1985, 1988 and 1996
- Landlord and Tenant Act 1985 and 1987
- Service Charges (Consultation Requirements) (England) Regulations 2003
- Fire Safety Act 2021
- Building Safety Act 2022
- Equality Act 2010
- Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR)
- Social Housing (Regulation) Act 2023
- Housing and Regeneration Act 2008
- The Leasehold Reform (Ground Rent) Act 2022
- Commonhold and Leasehold Reform Act 2002

The Council will comply with any subsequent legislation or statutory guidance relevant to shared ownership housing management.

4.2 Regulatory Framework

The Council follows the regulatory expectations set by the Regulator of Social Housing (RSH) consumer standards. These include:

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- The Safety and Quality Standard - requiring landlords to provide safe, good-quality homes and meet all building safety and repairs obligations.
- The Transparency, Influence and Accountability Standard - requiring landlords to provide clear information, support residents to raise concerns and influence services, and operate an effective complaints process.
- The Neighbourhood and Community Standard - requiring landlords to work with partners to ensure residents live in safe, well-maintained neighbourhoods.
- The Tenancy Standard - including requirements for the fair and transparency setting and review of shared ownership rents.
- Model shared ownership leases - issued periodically by the RSH, who strongly recommend that they are used on the grant of a new shared ownership lease.

These standards form the regulatory backdrop for how the Council manages and supports shared ownership homes.

4.3 Funding Requirements

Where properties have been developed or acquired with Homes England funding, the Council must comply with:

- Capital Funding Guide
- The applicable Shared Ownership Model Lease
- Affordable Homes Programme and Shared Ownership and Affordable Homes Programme grant conditions

The model leases set out standard clauses relating to rent, repairs, alterations, leaseholder covenants and resales which registered providers are encouraged to utilise when granting new shared ownership leases. They also set out “fundamental clauses” relating to alienation, mortgagee protection, staircasing, rent review, and pre-emption provisions. Leases granted based on the 2021-26 Model Lease also contain fundamental clauses relating to repairs during the first ten years of the lease term. Where grant funding has been obtained, amendments to these clauses are not permitted without the approval of Homes England.

4.4 Legal Framework

Each shared ownership home is governed by an individual lease, which grants the leaseholder a legal interest in the property. The lease sets out the rights and responsibilities of the shared owner, the Council's obligations as landlord, and other standard lease terms including rent, service charges, repairs, maintenance, alterations, staircasing and resales.

The Council's title to the Property may also govern the way in which the property is to be managed. For example, the freehold title held by the Council may be subject to covenants restricting the way in which the property can be used, or granting others' rights over the property, and in most cases the leasehold interest held by a shared owner would also be subject to those covenants or rights.

Where there is any inconsistency between this policy, a lease or other title document, or legislation, the terms of the lease or other title document and the applicable legislation will always take precedence.

5. Roles and Responsibilities

The effective management of shared ownership homes relies on clear roles, responsibilities and expectations for the Council, shared owners and any external partners.

5.1 North Yorkshire Council

As a landlord and/or freeholder, the Council is responsible for:

- Compliance with legislation and regulatory standards that govern shared ownership housing.
- Fulfilling all obligations on the part of the landlord set out within the shared ownership lease

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- Where the Council owns or has responsibility for neighbouring land or property which the shared owner has the benefit of using in connection with their lease, managing and maintaining such land or property in line with lease terms and statutory duties.
- Where the Council is responsible for doing so, administering rent, service charges and major work contributions, including issuing estimated, actuals and statutory consultation where required.
- Facilitating staircasing and resale and lease variation processes, ensuring these are delivered fairly, consistently and within published timescales.
- Responding to enquiries, concerns or complaints in line with corporate policies and regulatory requirements.
- Maintaining accurate records, including property data, financial information and correspondence.
- Working in partnership with shared owners, contractors and external agencies to deliver safe and well-managed homes and neighbourhoods.

5.2 Shared Owners

Shared owners are responsible for:

- Fulfilling all obligations on the part of the Tenant set out within the shared ownership lease, including but not limited to payment of rent, service charges and any applicable administration fees.
- Maintaining and repairing the property in accordance with the provisions of the shared ownership lease
- Where applicable, reporting communal repairs or building safety concerns promptly to the Council or managing agent.
- Arranging any necessary permissions for alterations or improvements, including landlord consent where applicable.
- Ensuring the home is used in accordance with lease conditions, including but not limited to restrictions on use, alienation, nuisance or unauthorised alterations.
- Obtaining and maintaining contents insurance and any additional cover required for improvements or alterations within their demised premises.
- Providing access for inspections, repairs or safety checks when required and with appropriate notice.
- Engaging constructively with the Council regarding service queries, arrears, or changes in household circumstances.

5.3 External Partners

The Council works with a range of external agencies, including:

- the Fire and Rescue Service
- Homes England
- the Regulator of Social Housing
- local authority teams (e.g. planning, environmental health, community safety)
- other landlords or housing providers where buildings are mixed-tenure

These bodies may contribute to building safety compliance, grant monitoring, neighbourhood management or the delivery of housing-related support.

6. Repairs and Maintenance Responsibilities

Repairs and maintenance responsibilities for shared ownership homes vary depending on the individual shared ownership lease, the age and construction of the property, and any applicable defects or warranty periods. Because leases differ significantly, including between historic versions, new-build homes and properties acquired through resale, the terms of the lease will always take precedence.

Shared owners should always refer to their own lease for definitive repairs responsibilities.

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6.1 General Principles

Each shared ownership lease sets out the specific responsibilities of both the landlord (North Yorkshire Council) and the shared owner.

Responsibilities may differ depending on:

- the lease version used at the time the home was built or sold
- whether the property is a house or flat
- whether there are communal areas
- any developer defects period
- building warranties such as NHBC or equivalent

Where repairs are covered by a defects period, warranty, guarantee or building insurance, these routes must be used before approaching the Council.

6.2 Council Responsibilities

The Council is responsible for repair and maintenance obligations only where the lease states that the landlord holds responsibility. This may include some elements of the structure, exterior or communal areas for certain property types.

Where the Council is responsible, it will carry out repairs in accordance with the lease and relevant legislation. The Council will also meet any statutory building safety duties for communal areas or buildings it owns.

6.3 Shared Owner Responsibilities

Shared owners are responsible for all repairs and maintenance to the parts of the property included within their demised premises, as defined by the lease. This typically includes internal fixtures and fittings, but the exact scope varies between leases.

Shared owners must review their lease to understand their specific obligations.

6.4 Defects and Warranty Periods

For new-build homes, responsibilities during the initial years may sit with:

- the developer (during the defects liability period)
- warranty providers (e.g. NHBC, Premier Guarantee)
- manufacturers or installers (for appliances, boilers, windows, etc.)

These periods vary and are not governed by this policy. Shared owners must report issues through the correct route and retain all warranty information provided at purchase.

6.5 Access and Entry

Where required by the lease or legislation, shared owners must provide reasonable access for the Council, its contractors or statutory bodies to carry out essential works, inspections, safety checks or emergency repairs.

Failure to allow access when properly requested may constitute a breach of the lease.

6.6 Rechargeable Repairs

Where permitted by the lease, the Council may recharge the cost of repairs resulting from:

- damage caused deliberately or through negligence
- unauthorised alterations
- misuse of the property
- failure to carry out leaseholder responsibilities

Rechargeable repairs are administered in accordance with the lease terms and relevant legislation.

7. Rent and Service Charges

7.1 Rent

Shared owners pay rent on the unowned percentage share of the property. Rent is calculated and reviewed in accordance with the terms of the shared ownership lease and by the Council's Rent Setting Policy.

The Council will review rent annually in line with the formula set out in the lease and will provide written notice of any changes within the required timescales. Shared owners are responsible for paying rent in full and on time.

For detailed information on how rent levels are determined, please refer to the Council's Rent Setting Policy.

7.2 Service Charges

Shared owners may be required to pay service charges in accordance with the terms of their shared ownership lease. Service charges may be charged by the Council, for example where the Council is the freehold owner of an apartment building with responsibility for communal areas or owns neighbouring land which shared owners have the right to use under the terms of their shared ownership lease. Service charges may also be charged by third parties, for example housing developers or management companies where those companies are responsible for managing and maintaining communal land and property. Service charges are a contribution to the cost of the provision of services and repairs, maintenance and management of land and property.

7.2.1 Calculation and Apportionment of Charges

Service charges are calculated in accordance with:

- the individual shared ownership lease
- relevant legislation
- recognised good practice

Costs are apportioned between shared owners according to the method set out in the lease.

Where estimates are used for the annual service charge:

- these estimates will be reconciled against actual expenditure
- shared owners will receive balancing charges or credits in accordance with the lease
- Where service charges are charged by the Council, the Council will administer and recover service charges in line with relevant legislation, good practice and Homes England requirements.

Service charges charged by the Council will only be recovered where permitted under the lease and must be:

- reasonably incurred, and
- reflective of works or services provided to a reasonable standard.

Service charges are payable in addition to rent due under the shared ownership lease.

7.2.2 What Service Charges Cover

Service charges may include, but are not limited to, a proportion of:

- repairs, maintenance and renewal of the structure, exterior and communal areas
- major works and cyclical maintenance programmes
- buildings insurance arranged by the Council
- communal utilities, services and facilities, such as lighting, lifts, door entry systems and shared grounds
- estate or block management costs, including management and administration fees
- any other services provided to the building or estate Not all shared owners receive all services. Service charges vary depending on:

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- the type of property
- the services provided to the block or estate
- whether the home is a house or flat

7.2.3 Management and Administration Fees

Service charges may include reasonable management and administration fees, which may cover:

- staff time associated with managing shared ownership and communal services
- procurement and contract management
- consultation processes
- financial administration
- statutory obligations (e.g. fire safety compliance in communal areas)

Shared owners may request further information about how such fees have been calculated.

7.2.4 Information Provided to Shared Owners

The Council will provide shared owners with clear and timely information about service charges in accordance with the requirements of the individual shared ownership lease and statutory requirements, including:

- service charge demands
- an itemised breakdown of estimated or actual costs
- information about balancing charges or credits
- notices required under Section 20 (where major works are proposed and shared owners are liable for a contribution)

Shared owners have statutory rights to request further information, including:

- summaries of costs
- inspection of supporting accounts, receipts and documents (where applicable)

7.2.5 Payment of Service Charges

Service charges must be paid in accordance with the timescales set out in the lease and in line with the Council's payment terms.

The Council offers a range of payment methods. Shared owners experiencing financial difficulty are encouraged to contact the Council as early as possible to discuss payment options or potential arrangements.

Failure to pay service charges may result in action being taken against shared owners in accordance with the shared ownership lease and relevant legislation.

Charges relating to major works (Section 20 works) may be eligible for payment plans subject to assessment and agreement.

8. Major Works and Long-Term Agreements

Major works and long-term service agreements can result in significant costs to shared owners. These activities are governed by the lease, relevant legislation and statutory consultation requirements. The Council is committed to ensuring that all major works and long-term contracts are planned, procured and delivered in a transparent and lawful manner.

8.1 Major Works

Major works are substantial repairs, maintenance or improvement activities that affect the building or estate. These may include (but are not limited to):

- Roof renewal or major structural repairs
- External decoration or redecoration cycles
- Window replacement (where this is a landlord responsibility under the lease)
- Replacement of communal heating or electrical systems

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- Major repairs to lifts, fire safety systems or shared mechanical/electrical services
- Full or partial refurbishment of communal areas

8.1.1 Charging for Major Works

Costs for major works are recovered from shared owners in line with the terms of their lease. Charges are usually variable and based on the actual cost of works, apportioned in accordance with the lease.

Where the lease provides for a reserve or sinking fund, contributions may be used to offset the cost of qualifying works in accordance with the terms of the lease.

8.2 Section 20 Consultation

Where required under the Landlord and Tenant Act 1985 and associated regulations, the Council will carry out a formal Section 20 (S20) consultation process before undertaking major works or entering long-term agreements that will result in any shared owner being required to contribute more than £250 towards qualifying works or more than £100 in any 12-month period towards a qualifying long-term agreement.

The statutory process includes:

- Notice of Intention - advising shared owners of the proposed works, giving reasons and inviting written observations
- Consideration of Observations - reviewing and responding to any comments received
- Notice of Estimates - providing at least two estimates for the works, including one from an independent contractor
- Notice of Reasons - where required, explaining contractor selection decisions

Failure to carry out statutory consultation may limit the amount recoverable from shared owners, therefore the Council will ensure full compliance with S20 requirements.

8.3 Long Term Agreements

A long-term agreement is a contract for the provision of services lasting more than 12 months, such as:

- Communal cleaning
- Grounds maintenance
- Compliance and safety inspections
- Servicing and maintenance contracts for lifts, fire alarms or door entry systems
- Building safety management services

Where a long-term agreement will result in shared owners being charged more than the statutory threshold, the Council will undertake Section 20 consultation before entering the contract.

9. Improvements and Alterations

Shared owners may wish to make improvements or alterations to their home. All such works must comply with the terms of the lease.

9.1 Permission Requirements

Shared owners must obtain written consent from the Council before carrying out:

- Structural alterations
- Changes to plumbing, heating, gas or electrical systems
- Installation of replacement kitchens, bathrooms or heating systems
- Any work affecting load-bearing walls, the external fabric of the building or communal services
- Additions such as extensions, loft conversions, porches or conservatories

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Consent may be subject to:

- Provision of plans or specifications
- Evidence of competent and accredited contractors
- Planning or building regulation approvals
- Payment of reasonable administration fees

9.2 Works Not Requiring Consent

Minor decorative works inside the property (e.g. painting, flooring, shelving) do not require permission but must not damage the building fabric or breach safety regulations.

9.3 Post-Completion Requirements

Upon completion of approved works, the Council may require:

- Completion certificates
- Electrical or gas safety certificates
- Guarantees or warranties for equipment or installations

9.4 Impact on Resale

Unauthorised alterations may delay or prevent resale, require reinstatement at the shared owner's cost or affect valuation for staircasing or resale.

9.5 Use of Property

The home must be occupied as the shared owner's main and principal residence in accordance with the lease. The property must not be used for business or commercial purposes. Shared owners must not store flammable materials, gas cylinders or other hazardous items that may invalidate building insurance or create a safety risk. Breach of these conditions may result in enforcement action.

9.6 Pets

Pets may be kept only in accordance with the terms of the individual shared ownership lease and any other applicable title covenants. Where restrictions or requirements are included in the lease or title documents, shared owners must comply with them.

10. Health and Safety Responsibilities

The Council and shared owners share responsibility for ensuring homes and buildings remain safe and compliant.

10.1 Council Responsibilities

The Council's health and safety responsibilities apply only to buildings or communal areas that North Yorkshire Council owns, as defined by the individual shared ownership lease and any relevant title documents. Where the Council owns the building or the relevant communal areas, its responsibilities include:

Completing and reviewing fire risk assessments for communal areas it owns and implementing required safety actions.

- Complying with duties under the Building Safety Act and associated regulations for buildings it owns.
- Carrying out statutory safety checks in communal areas it owns (e.g. fire systems, lifts, emergency lighting, electrical compliance, water hygiene).
- Managing asbestos safely in landlord-controlled areas owned by the Council.
- Taking appropriate action where safety defects or risks are identified within areas the Council owns.

These responsibilities apply only to buildings or communal areas owned by the Council and do not extend beyond that ownership.

10.2 Shared Owner Responsibilities

Shared owners are responsible for safety within their home, in accordance with the terms of their lease. This includes:

- Maintaining smoke alarms and carbon monoxide detectors inside the dwelling.
- Using gas, electrical, heating and other domestic installations safely, and ensuring that any works to these systems are carried out by appropriately qualified contractors.
- Not removing, altering or disabling fire doors, smoke detection equipment or other safety features installed to protect the home or building.
- Promptly reporting any safety concerns relating to the building structure, communal areas or fire safety.
- Ensuring that any improvements, alterations or DIY works do not compromise building safety.

11. Building Insurance

11.1 Council Responsibilities

Where the Council is the freeholder responsible for insuring the building, it will:

- Arrange appropriate buildings insurance covering the structure of the property
- Recover the cost of the premium (or an appropriate proportion thereof) from shared owners through service charges
- Provide details of cover upon request
- Manage insurance claims for structural damage following insured incidents

11.2 Shared Owner Responsibilities

Shared owners are responsible for:

- Taking out content's insurance
- Insuring any improvements or alterations not covered by the building policy
- Reporting any damage promptly to enable timely claims
- Paying any excess charges incurred because of the shared owner's actions or omissions

12. Staircasing

Staircasing is the process by which a shared owner may be able to purchase additional shares in their home, thereby increasing their ownership percentage. Some leases also contain the right to acquire a freehold interest in the property. The right to staircase (including whether the shared owner has the right to acquire the freehold), the minimum share purchase and any restrictions are set out in each individual lease.

12.1 Eligibility

Shared owners may staircase provided:

- the lease permits staircasing (some rural or protected areas may restrict staircasing)
- they do not already own the maximum percentage shared permitted by the lease
- rent and service charge accounts are up to date or arrangements are in place
- the property is their main residence, and they continue to comply with lease obligations

12.2 Valuation

Purchasing further shares requires:

- a valuation by an independent RICS-registered surveyor
- the valuation to be less than a set number of months old (as defined in the lease, commonly 3 months)
- the purchase price for the additional share to reflect the market value in the valuation

If the valuation expires before completion, a refreshed valuation will be required.

12.3 Minimum Shares

The lease will specify the minimum additional tranche that can be purchased (typically 5% or 10%). Under some leases incremental staircasing of 1% may be permitted in certain circumstances.

12.4 Process

The right to staircase and the legal requirements for purchasing additional shares are set out in the shared ownership lease. The Council administers the staircasing process in line with those requirements and any relevant legislation or funding conditions.

The general process is as follows:

- The shared owner notifies the Council of their intention to staircase and obtains an independent valuation in accordance with the lease.
- The Council confirms eligibility, and any checks required before proceeding.
- Legal representatives are instructed to prepare the necessary documentation, including the Memorandum of Staircasing.
- The shared owner arranges payment of the purchase price and any applicable fees.
- Completion takes place when funds are received and the Memorandum of Staircasing is executed.
- Following completion, the rent is adjusted to reflect the new ownership share.

Shared owners may appoint their own solicitor to act for them, and this may be required where mortgage funding is being obtained. Shared owners are responsible for taking their own legal advice, including advice on Stamp Duty Land Tax (SDLT) and lender requirements.

13. Resale and Nomination Rights

Shared owners wishing to sell their share must follow the resale process set out in their lease. This ensures fairness, transparency and compliance with Homes England requirements.

13.1 Selling Your Share

Shared owners may sell their leasehold interest in the property at any time. The process to be followed is set out in the individual lease.

13.2 Valuation

The sale price must not be more than the market value of the relevant percentage share owned by the shared owner at the time of the sale. The market value will be determined by a valuation carried out by a RICS-registered surveyor, and the costs of the valuation are to be borne by the shared owner. Completion of the sale must take place before the expiry date of the valuation, as set out either in the lease or on the valuation itself. If the valuation expires before the sale completes, it may need to be reissued.

13.3 Nomination Period

Many leases include a nomination period (usually 8 or 12 weeks) during which the Council has the right to nominate a buyer, or market the property through its resale route.

If the Council does not nominate a buyer during the nomination period, the shared owner may proceed to sell the property to a purchaser who meets the eligibility and any other requirements set out in the lease, planning obligations or title documents. This means the buyer no longer needs to be nominated by the Council, but any applicable eligibility criteria, including local connection requirements in a Section 106 agreement, will continue to apply.

13.4 Council's role

The Council's role in the resale process is as landlord of the property only and will be limited to liaising with the buyer and seller's solicitors in relation to any required Licence to Assign.

The Council will also provide replies to its standard form Leasehold Management Enquires if requested, on payment of a reasonable fee. The Council will not reply to any other enquiries about the property, as the shared owner in occupation of the property will be far better placed to answer any such queries.

Following completion of the resale, notice of the same must be provided to the Council in accordance with the requirements of the lease.

14. Subletting

Whether subletting is permitted depends on the terms of the individual shared ownership lease. Some leases restrict or prohibit subletting of the whole property, while others allow it in specific circumstances or subject to certain conditions. Shared owners must refer to their own lease to understand the rules that apply to their home.

Where the lease requires consent from the Council before subletting, the Council will consider requests in line with the lease provisions. Consent may be granted or refused and may include reasonable conditions, for example relating to:

- time limits
- insurance requirements
- the form of tenancy agreement to be used
- protecting the quiet enjoyment of neighbours

Each request will be assessed individually, in accordance with the lease and any relevant legal or planning obligations.

15. Complaints, Disputes and Tribunals

Shared owners may raise complaints about service delivery, charges, or the management of their home through the Council's Corporate Complaints Procedure.

15.1 Housing Ombudsman

If a shared owner remains dissatisfied after exhausting the Council's complaints procedure, they may refer the matter to the Housing Ombudsman Service, which covers shared ownership services provided by social landlords.

15.2 First-tier Tribunal (Property Chamber)

Certain disputes may be taken to the Tribunal, including those concerning service charge reasonableness, administration charges, Section 20 consultation compliance and interpretation of lease terms.

The Tribunal is an independent body that issues legally binding decisions.

15.3 Dispute Resolution

The Council will encourage early resolution by responding promptly to concerns, providing clear explanations, offering meetings where helpful and signposting to additional support.

16. Breaches of Lease and Enforcement

Shared ownership leases are legal documents governing the ownership and occupation of property, and the Council has a responsibility to take appropriate and proportionate action where breaches occur. Breaches may include (but are not limited to) non-payment of rent or service charges, unauthorised alterations, unauthorised subletting, causing nuisance or anti-social behaviour, misuse of the property or refusal to allow access for safety checks or repairs.

Shared owners are required to ensure that their behaviour, and the behaviour of anyone living in or visiting their home, does not cause nuisance, harassment or anti-social behaviour (ASB) as this may constitute a breach of the shared ownership lease terms. The Council will respond to reports of ASB in accordance with its Anti-Social Behaviour Policy - Landlord Services, which sets out how concerns are assessed, investigated and addressed. This policy applies to all residents living in Council-managed homes, including shared owners.

Where ASB constitutes a breach of lease, the Council may take enforcement action in line with the provisions of the lease, this Shared Ownership Policy and the relevant ASB procedures

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The Council will notify shared owners of concerns, provide an opportunity to resolve issues informally, offer support or signposting where appropriate and consider vulnerabilities and safeguarding needs.

16.1 Formal Action

Where informal resolution is not successful, the Council may:

- issue formal warning notices
- recover costs through administration charges
- apply to the courts where necessary
- recover unpaid rent or service charges
- commence forfeiture action as a last resort, following strict legal procedures

Any enforcement action will be proportionate to the severity of the breach, compliant with legislation and case law and mindful of equality, vulnerability and safeguarding considerations.

17. Performance monitoring

We are committed to transparency, accountability, and continuous improvement in the delivery of our services. Performance in relation to the implementation of this policy will be monitored through the Housing Revenue Account Performance Framework.

18. Communication and tenant's voice

A copy of this policy can be found on our website and can be requested in PDF format or hard copy. An easy read version will also be available. If needed in a different format, please let us know and all reasonable efforts will be made to provide this. The policy will regularly be promoted to tenants via our communication channels including via the tenant's newsletter.

19. Equalities Statement

We will ensure that this policy is applied fairly and consistently to all Shared Owners. An equality assessment was carried out during the development of this policy. This concluded that the implementation of this policy will not have any negative impacts. We recognise that in application of this policy that there is not one solution for all, each situation will be different, and different resolutions may be sought. We will take individual circumstances and diverse needs and vulnerabilities of our Shared Owners with a range of solutions in mind – within the restrictions placed by relevant legislation.

20. Policy Review

This policy will undergo an initial **review after one year**, followed by a review every three years by the Service Improvement Team to ensure alignment with legislative, regulatory, and best practice developments. Where necessary, interim updates may be made outside of the scheduled review cycle to maintain the policy's relevance, fairness, and effectiveness, particularly in response to new legislation or regulatory changes.

Last updated: X

Approved: X

Review date: X

21. Contact

For enquiries, comments or complaints about a service, please use our standard contact routes via the contact us web page, by phone, or in person at any Council office.