msv

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Shared Owners Handbook



email enquiry@msvhousing.co.uk web msvhousing.co.uk



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Introduction

The aim of this handbook is to provide you with information regarding shared ownership services and to explain your own, and MSV's common responsibilities under the terms of your lease.

This handbook is also a guide on what to do if you need advice or have a queries. It is not intended as a full interpretation of your lease or landlord and tenant legislation. If you have any doubt about your rights or responsibilities as a leaseholder or shared owner you should seek independent advice.

Welcome to MSV Housing Group

We own and manage almost 9,000 homes in Greater Manchester, Lancashire, Cheshire East and West Yorkshire. Our growth aspirations are to respond to the housing crisis in the North West, we currently have 660 Leasehold and Shared Ownership customers with a view to increasing our stock size each year to help assist the millennial generation locked out of decent homes, the elderly, those on low incomes, those in need of specialist housing, first-time buyers, and people who are 'rightsizing'.

We pride ourselves on being a housing association that retains our original values and missions and continues to deliver a range of housing solutions to those most in need in society. Our corporate strategy 'The MSV Way' commits to investing in People, Place and Performance with a plan to provide many new sustainable homes over the next few years that people can afford, a sustainability plan to play their part in reducing the impact of climate change and investing in communities and neighbourhoods.



Communications

- **Emails, texts and letters:** You will receive an acknowledgement within 24 hours of receipt of your email, text or letter and we aim to resolve queries as quickly as we can. We are committed to keeping customers updated throughout the lifetime of their query.

Information

- **Updates on Shared ownership services:** There will be a dedicated Leasehold and Shared Ownership segment in our quarterly newsletters to keep customers up to date with updates, news or changes to our services
- **Annual Report including performance indicators:** Produced annually and available on our website, via email or a hard copy on request
- **Rent and/or Service Charge Statements:** These can be viewed on your 'My MSV' account. You can set up an account via the 'My MSV' tile on the homepage of our website at **msvhousing.co.uk**. Or please contact the Leasehold team on **0161 226 4211** or **Leasehold@msvhousing.co.uk** - they will be happy to provide statements on request

My MSV Portal

By setting up an online account with us, you can:

- Check your rent and/or service charge statement and print it out
- Report a communal repair
- Pay your rent and/or service charge
- Update your personal details
- Contact us directly and keep a history or messages from us

If you need help setting up your account please contact us via the details below:

Contacting MSV

- Call us on **0161 226 4211**
- Email us at **leasehold@msvhousing.co.uk**
- Write to us at: **MSV Housing, 7th Floor, Trafford House, Chester Road, Stretford, Manchester, M32 0RS**

What is a leasehold?

What is a leasehold?

Leasehold ownership is simply a long tenancy - the right to the use and occupation of a flat, bungalow or house for the remaining period of the lease. The lease of the property can be bought and sold throughout the term of the lease.

MSV manages several different types of leasehold:

- Leaseholders that bought their flat under the Right to Buy or Right to Acquire scheme, or have subsequently purchased one of these flats
- Shared owners of both flats and houses
- Shared owners that bought their flat or bungalow using the older persons shared ownership scheme

It is important to remember that, as a leaseholder, you will not have purchased the bricks and mortar of the home in the same way that you would if you had purchased a property freehold. Instead, you have purchased a long-term lease to grant you exclusive occupation of the home.

For flats, the structure and common parts of the building, and the land the building stands on are owned by MSV who, as your landlord, is responsible for the maintenance, repair and improvements to the structure and common parts of the building and land. MSV provides services such as communal cleaning and grounds maintenance to maintain the common parts of the building. If you live in a leasehold house you may still have to contribute towards the cost of maintaining common areas on your estate.

You are responsible for the interior of the home, including all contents and fixtures (e.g. internal doors, central heating, pipes, cabling etc.) which exclusively serve your home.

Leaseholders are a different kind of tenant with liability for their share of the landlord's costs of providing services, repairs and improvements to the block and development in which they live and In return, you own the lease for the term prescribed in your lease allowing you more rights and security of your home.



What is a lease?

A lease is a legally binding contract between the leaseholder (you) and the landlord (MSV) that sets out the terms on which the landlord agrees the leaseholder to occupying the home described in the lease.

The lease is an important legal document and as a leaseholder you should be familiar with the terms and conditions of your lease, carefully checking how the service charges are calculated and what their obligations are. Once you have entered in to your lease you are unable to change its terms unless by formal agreement with MSV.



Who is responsible for what?



MSV (Landlord)

- ✓ Building structure & exterior
- ✓ Communal cabling, drains & external pipes
- ✓ Planned repairs, maintenance & improvement programme
- ✓ Grounds, window cleaning, **communal** cleaning, lighting & TV aerials
- ✓ Lifts, entry systems & fire safety
- ✓ Building insurance
- ✓ Providing details of service costs and your contribution
- ✓ Consult with leaseholders on major works to building or long term contracts
- ✓ Access for inspections & repairs (with notice where possible)



Shared Owner

- ✓ Internal plumbing & electrics or pipes and cabling that exclusively serve your home
- ✓ Responsible for all repairs inside and outside of your home
- ✓ Keep interior of in good repair and decorative order
- ✓ Annual gas safety check (if applicable)
- ✓ Being considerate to neighbours
- ✓ Seeking permission for alterations
- ✓ Notifying MSV about ownership/mortgage changes
- ✓ Paying service charges, contents insurance & ground rent
- ✓ Have the right to information on service charges and the money spent on your block

Please note: MSV have the right to rebuild, restrict or develop any part of the block, estate or neighbouring land

Please check your lease for full details.
If you have any questions or require clarification please email
leaseholdteam@msvhousing.co.uk

Buildings insurance

MSV is responsible for the structure of the building and it is a condition of your lease that buildings insurance is arranged by us. You cannot opt out and arrange your own buildings insurance. You will have received a copy of our insurance cover summary when you purchased your home. This will outline any insurance excesses that apply.

If you do not have a copy of the summary it is available on our website - search for **Insurance** at **msvhousing.co.uk.**

This insurance cover is for the buildings only. You are responsible for arranging your own contents cover.

A copy of the statement of cover for the buildings is available on request but a brief summary is shown below.

You are covered for loss or damage caused to the buildings in the event of:

- Fire, smoke, explosion, lightning or earthquake
- Riot, civil commotion, strikes, labour or political disturbances
- Malicious damage
- Storm or flood
- Escape of water from any fixed water or heating system or appliance i.e. washing machines, dishwashers and damage caused by bursting or freezing
- Falling trees or branches
- Theft or attempted theft
- Falling aerials or satellite equipment
- Accidental damage to some parts of the building

How to make a claim

All our shared owners are expected to make the claim themselves following the guidance in our policy.

If you are unsure please contact the Leasehold team on **0161 226 4211** or email **Leasehold@msvhousing.co.uk** for help or advice. We do ask leaseholders to notify MSV where they are making a claim so that we may record it.

What is ground rent?

The ground rent is a rent, fixed in the lease for using the land on which your building stands. The ground rent you are liable to pay is detailed in your lease. MSV is not the freeholder of some homes and pays a ground rent to the freeholder. This ground rent may then be recovered from you as the sub leaseholder.

Service charges

As a shared owner you are responsible for certain service charges that relate to your share of MSV's costs for the block and the estate in which your home is situated. Service charges are your contributions to our costs for managing, maintaining, repairing, insuring and providing services such as Estate Management / Fire Risk checks etc. to the building that includes your flat, your house or bungalow, a full breakdown of these charges which are applicable to you is provided each year around February.

Details of what can and cannot be charged by MSV and the proportion of the charge to be paid by the leaseholder, will be set out in the lease.

Day to day service charges

These are the costs that we expect to pay every year for work and services, for example, electricity supply to communal areas, communal cleaning services, grounds maintenance, servicing of lifts and entry phones, minor repairs. This includes the buildings insurance premium.

Service charges for major work

These are for more expensive work that takes place every few years, such as replacing windows or the roof, or redecorating the outside of the building and shared parts inside the building.

Sinking Fund

Your lease may allow MSV to establish a reserve fund or sinking fund to build up reserves to pay for major works. If your property has a reserve fund you will be required to contribute towards it each year through your service charge and the reserve fund will be used to help pay for any major works.

Management Fee

A management fee is added to all charges to specific leaseholder services such as billing service charges and ground rent, collecting charges and accounting for payments received, maintaining records, consultation procedures, estate management, postage, vehicle costs, office overheads and salaries of various colleagues involved with leaseholder services.

We will also charge a separate management cost for major works. This covers the cost of Asset Management, Finance and other MSV staff monitoring and overseeing the project, whilst carrying out statutory consultation, calculating and charging the cost of the works.

Service charges can vary from year to year, they can go up or down without any limit, other than that they are reasonable. Leaseholders have rights to challenge any service charges they feel are unreasonable at the Residential Property Tribunal Service.

How is the annual service charge calculated?

At MSV, the service charge year usually follows the financial year, which runs from 1 April to 31 March.

- We send service charge estimates by the end of February each year.
- We send actual spend statements for the previous year by the end of September.



Before the start of each financial year, we estimate how much it will cost to provide services to your building and estate for the year ahead.

Your estimated service charge is based on the services you receive. Some costs are fixed, such as grounds maintenance, while others can vary. For example, we cannot predict exactly how much may be needed for day-to-day communal repairs. Because of this, we charge an estimated amount throughout the year.

At the end of the financial year, we compare the estimated charges with the actual costs.

If we spent:

- More than estimated, there will be a deficit, which you will need to pay
- Less than estimated, there will be a surplus, and you will receive a refund

We will send you a statement showing the actual costs by the end of September each year.

Please note that some leases have different financial year periods. Where this applies, the service charge timetable will follow the requirements set out in your lease.

Challenging service charges

Initially please address any queries regarding the billing of charges to **MSV's Leasehold Officer.** If your issue cannot be resolved by the Leasehold Officer or the Service Charge Manager, you have a legal remedy in making an application to the Residential Property Tribunal Service.

How can I pay my service charges?

You can pay your service charges in the following ways:

- By Direct Debit
- By payment card at any Post Office or PayPoint outlet
- By banks transfer or standing order
- Online via **allpayments.net**
- Ring AllPay
- Using the AllPay app

- Telephone payment by debit or credit card
- Pay by link (please contact your Leasehold Officer to do this)

What if I cannot pay?



It is the leaseholder's obligation to pay specified rent, service charges, insurance and ground rent charges promptly under the terms of the lease.

If you are having problems paying please do not ignore the problem but contact us on **0161 226 4211** and ask to speak to your **Leasehold Officer.** As a Leasehold customer you also have access to our **Income and Financial Resilience team** who can support you with a range of financial matters. You can contact the team directly if you prefer via **IFR@msvhousing.co.uk**

Commencing legal proceedings would be the **last resort after all other options have failed**. If you do not settle your account or come to a suitable repayment arrangement with MSV,

Service Charge Disputes

If you are unhappy because you believe that your service charge is unreasonable or that services or work have not been carried out to a reasonable standard, you can apply to the Residential Property Tribunal for a determination. The Tribunal can also decide on many disagreements relating to leasehold property.

Both the landlord and the leaseholder have the right to apply to the Tribunal. The county court can also refer matters to the Tribunal if there are legal proceedings for not paying service charges.

The Tribunal charges for applications. Details are available on its website (see last page of this handbook). You should always get professional advice before going ahead, from your solicitor, a citizens advice bureau or the Leasehold Advisory Service (LEASE).

Requesting Information

Shared Owners can request summaries of service charges, details of the buildings insurance cover and have the right to inspect accounts and other documents.

Section 20 consultation

Consultation on major works

There will be occasions where MSV will need to undertake major work such as improving security to buildings, re-roofing, maintaining the brickwork, balconies, communal and external areas.

MSV cannot carry out major works to buildings that will cost any one leaseholder more than £250, (this may change dependent on current regulations) without first consulting leaseholders. If MSV fails to consult we may not be able to recover all the costs.

Consultation on long-term agreements

MSV cannot enter into agreements or contracts over 12 months where any leaseholder will have to pay more than £100 (this may change dependent on current regulations) per year without first consulting leaseholders. If MSV fails to consult we may not be able to recover all costs.

Consultation on Qualifying Works and Long-Term Agreements

If we need to consult with you and any recognised Residents' Association, we will send a **Notice of Intention** to your home address.

- If you sublet your property and have provided us with a correspondence address, we will send a copy there too
- The notice will explain the proposed works or agreement and why they are needed
- If full details are not included with the notice, we will tell you where and when you can view them
- You will be invited to provide comments on the proposed works or agreement



You will have 30 days to respond, and we will consider any feedback received

In some cases:

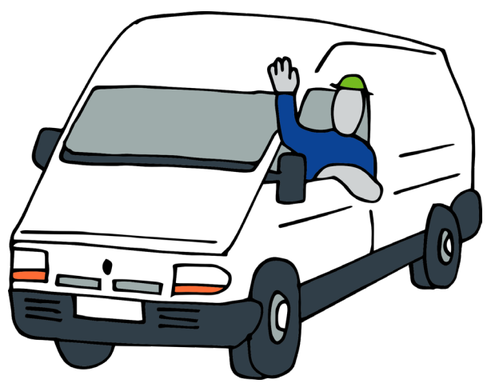
- You, other leaseholders, or a recognised Residents' Association may be able to nominate a contractor for us to consider
- If a nominated contractor meets the requirements of our procurement policy, they will be invited to provide a quote
- If more than one contractor is nominated, we will select the contractor who receives the most nominations
- The notice will explain whether you have the right to nominate a contractor

After we receive the quotes:

- We will write to you again with the estimated cost of the work
- We will provide a summary of the comments received in response to the first notice and our replies to those comments
- We will tell you where and when you can view the quotes
- You will have a further 30 days to provide comments on the estimates

Before the contract is awarded:

- We will review all feedback and then enter into a contract for the work
- If we do not appoint the contractor with the lowest quote, or a contractor nominated by leaseholders or the Residents' Association, we will write to you within 21 days to explain our decision
- We will also provide a summary of the comments received about the estimates and our responses to them



Major works in your home

How does MSV decide what work needs to be carried out?

There are several criteria that determine when major works are carried out, as follows:

- When components are old and in poor condition (e.g. roofs, windows, pointing)
- Apparatus has reached the end of their standard industry life cycle (e.g. lifts, secure entrance doors, fire alarms)
- Compliance with changes in legislation
- Agreed service provision such as the cyclical painting programme for external painting and communal areas.

Can I opt out of having this work done?

While you cannot opt out of major works, MSV has a responsibility to maintain and improve the building and shared areas for the benefit of all residents.

Our consultation process gives you the chance to review the proposals, provide feedback and have your views considered before decisions are made.

How will MSV ensure that work is carried out to a high standard?

MSV's Asset Management Team will monitor all the work and ensure that the works are carried out to a good standard. If you have any issues regarding the quality of the work, contact our **Customer Communications Team** on **0161 226 4211** or at **enquiry@msvhousing.co.uk**.

How do I know that the way this work has been procured represents value for money for leaseholders?

Tendering and evaluation processes are carried out in accordance with MSV's financial regulations and procurement procedures to ensure value for money is obtained. It should be noted that MSV is not obliged to accept the lowest priced tender returned by contractors. Tenders are evaluated on a balance of quality and costs.

Will the work be guaranteed?

All works carried out generally have a standard 12 - month defect liability period.

If work starts and I am not happy with how things are progressing, what should I do?

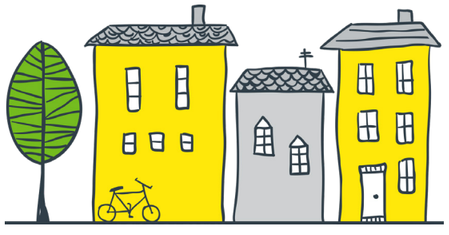
Your first point of contact for any issues that may arise should be our Leasehold Team. You can contact them on **Leasehold@msvhousing.co.uk.**

External Managing Agents

n some cases, MSV does not own the building you live in. The building may be managed by an External Managing Agent (EMA) on behalf of the owner.

In these circumstances:

- The EMA is responsible for maintaining and repairing shared areas, and providing services such as cleaning
- The services they provide may be different from those provided by MSV
- MSV will monitor these services and raise any concerns with the EMA on your behalf
- The building owner may charge a ground rent, which may be passed on to you
- The EMA sets the service charge budget, which MSV reviews and challenges if needed
- The EMA charges a management fee for its services
- MSV may also charge a reduced management fee to cover our administration costs, and an audit fee where applicable
- If the EMA is responsible for the building's insurance, you will need to contact them directly to make an insurance claim



Buying the freehold

Groups of leaseholders have a right to purchase the freehold of their building, subject to certain criteria being met. This is known as collective enfranchisement.
Leaseholders have this right even if the freeholder (MSV) does not want to sell. Once you have bought the freehold, leaseholders must take over management of the building.

To qualify, the following conditions must be met:

- The block must have two or more flats
- No more than 25% of the internal floor area must be used for non-residential purposes - for example as an office or a shop
- At least two thirds of the flats in the block must be leasehold
- At least half of the leaseholders must want to buy the freehold
- The group of leaseholders purchasing must be properly constituted in line with the law

Unless your block complies with all of the above you will not be able to buy the freehold.

It is important that you and the other leaseholders obtain independent legal advice if you wish to apply to buy the freehold.

Can I sublet my flat?

If you are a shared owner, you cannot sublet your home or let someone else live there in your place until you own 100% of the property.

This is because shared ownership is designed to help people buy a home to live in, not to rent out.

Once you own 100% of your property and decide to sublet it:

- You remain responsible for the behaviour of your tenants
- You must tell MSV within one month of the sublet starting
- You must register the sublet, even if you are renting to friends or family
- Depending on your lease, you may need to enter into a Deed of Covenant

Taking in a Lodger

- You can take in a lodger and continue living in the property yourself
- This is not considered subletting
- You are responsible for your lodger's behaviour

Important Things to Consider

- If you have a mortgage, you must get permission from your mortgage lender before subletting
- A Deed of Covenant may be required between your tenant and MSV. This ensures your tenant follows the terms of the lease
- There is a £60 fee for preparing the Deed of Covenant

Why Do I Need to Tell MSV?

We need to know when a property is being rented out so that we can:

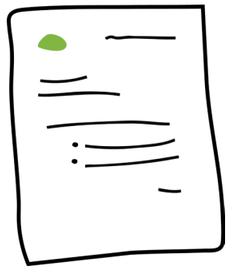
- Keep the building safe and secure
- Deal with any anti-social behaviour issues
- Contact you or your tenants in an emergency, such as a fire or water leak
- Make sure important notices, correspondence and bills are sent to the correct address

If we do not have your up-to-date contact details, you could miss important information or legal notices about your property.

Keeping Your Details Up to Date

MSV may take action against shared owners who sublet their property without permission.

To register a sublet, or to let us know about any changes, such as a change of tenant, please contact the Leasehold Team on **Leasehold@msvhousing.co.uk.**



Wish to become a landlord?

If you meet the criteria to sublet your home, please refer to the Sub-letting handbook or contact your Leasehold Team on **Leasehold@msvhousing.co.uk**

Repairs and maintenance

MSV's responsibilities

As the freeholder, **MSV is generally responsible for repair and maintenance of the following,** although some leases may differ. For instance, some leases make the leaseholder responsible for the window frames to their flats and some make MSV responsible for the front door to your property. Please check your own lease.

- The communal areas
- Communal windows including glass
- Window frames in each flat
- The roof and foundations
- Communal electric wiring and fittings
- Shared drains
- Gutters and downpipes
- Communal water supply pipes up to the main stop tap
- Shared front and back doors
- External shared areas - gardens, courtyards, roof terrace
- Refuse disposal facilities

Repairs that are MSV's responsibility will be carried out by MSV or by one of our contractors and the costs will be charged to the service charge account.



If you cause damage in the communal areas, even if the damage is accidental, you will be asked to either repair the item yourself or pay us to carry out the repair.

Your responsibilties

You are responsible for all the repairs to your home. The only exception is for **flats**, where we are responsible for repairing the exterior and communal areas. Please check your lease for further details.

If you live in a flat, you are responsible for the inside of your home, generally including the following. Some leases may differ though, so please check your lease:

- Heating and hot water
- Interior decoration, woodwork and plasterwork
- Kitchen and bathroom units
- Electrical and plumbing systems
- Front door to your property
- Glass in the windows
- The central heating system including servicing of the boiler
- Any external pipes or services, if they serve your property exclusively

Alterations to your home

You are not allowed to make alterations or additions to the outside of your house or to the outside of your home or to the communal areas, if you have a flat. If you want to make any non-structural alterations or improvements to your home such as replacing your kitchen, bathroom or central heating, you must get written permission from us. MSV will not unreasonably withhold permission. There may be a charge of up to £60 for us to consider your request.

Water leaks

Where there are instances of leaks occurring into your flat from another leasehold property, we cannot get involved in repairing or making good any damage as it is both leaseholders' responsibility to resolve together. Once the leak has been rectified a claim can be made on the buildings insurance for any damage or repairs.

Where a leak occurs from a communal service or a MSV tenanted property, please contact us to request an inspection or repair. Once the leak has been rectified a claim can be made on the buildings insurance for any damage or repairs, as we will not complete any associated repairs inside your leasehold property.

Reporting repairs

If a repair is needed to an area or item which is our responsibility you can report it in the following ways:

- Call our **Customer Communications Team** on **0161 226 4211**
- Email **enquiry@msvhousing.co.uk.**
- **'My MSV'** portal (set up a new account or log in via the home page of our website at **msvhousing.co.uk**
- Webchat on the homepage of our website
- Use our online repair request form
- Call into our hubs - find out where they are by searching for **Hubs** on our website at **msvhousing.co.uk**

Defects

We can fix any outstanding issues – known as defects – that might appear in a newly- built or newly-refurbished home after you have moved in.

What is a defect?
For a set period of time after a new building is completed or 'handed-over' by the builder, any repairs are referred to as 'Defects' and it is the responsibility of the original builder to put these right.

What is a defects period?

The 'Defects Period' is the length of time the builder will be responsible for the repairs after hand-over, typically this is twelve months on all new schemes and six months on rehabilitations, but it can sometimes be twenty-four months. Your Leasehold Officer or the Customer Communications Team will be able to confirm for you.

At the end of the Defects Period, we will make arrangements for a final inspection to take place to make sure the original builder fixes any outstanding defects and to make sure that any 'settling in' problems are sorted.

Once these defects have been resolved the maintenance of the property will be down to you, unless it relates to an external or communal area to a block of flats that we are responsible for.

How do I report a defect?

If you have a defect to report you can report it in the same way you would report a repair:-

- Call us on **0161 226 4211** between 8.30am and 5pm (only call this number between 5pm and 8.30am if your repair is an emergency)
- Email **enquiry@msvhousing.co.uk**
- Use our online repair request form
- Call into our hubs - find out where they are by searching for **Hubs** on our website at **msvhousing.co.uk**
- Send us a letter
- Report the defect during an officer's visit to your property
- **'My MSV'** portal (set up a new account or log in via the home page of our website at **msvhousing.co.uk**
- Webchat on the homepage of our website

Please ensure that you report any defects directly to MSV Housing and not to any builders who may still be working on the site.

Extended warranty

Newly built homes benefit from a warranty. The warranty is an insurance policy which comes into effect 12 months after the completion of the building and usually lasts up to 12 years but please check your individual policy. When your purchase your home your solicitor will normally give a copy of the warranty certificate to you and your mortgage lender. You need to keep these documents safe in case you need to make a claim.

Maintenance Fund

If you have a new Shared Ownership Lease from 2021 you may have a clause within your lease allowing you access to a £500.00 a year allowance from the landlord to help you towards qualifying internal repairs.

- The fund is available for the 1st 10 years of the lease or until 100% staircasing has been achieved.
- This fund is only available to new model shared ownership leases from 2021
- It covers repairs to fixtures and fittings that supply or use water, gas, or electricity.
- During this 10-year period, the landlord is also responsible for structural and external repairs.
- If the full £500 is not used in a year, the value of unused funds will be carried over but will not exceed £1000 in any year.

Alterations and home improvements

If you plan to make alterations or improvements to the inside of your property you need to let us have details and get our permission in writing before starting work. We will not refuse permission unreasonably. There may be a charge of up to £60 for us to consider your request.

Most of our shared ownership leases do not allow you to make any alterations to the outside of your house and if you live in a flat, you may not make any alterations to the outside of the building or to the communal areas.

If the proposed works would require you to obtain planning permission, building warrant or other such local authority certificate, MSV will make that a condition of its approval to the works. We will let you know our decision on your request once we have received the relevant information. Once the work has been completed, you should let us know so that we can inspect and approve the works completed.



Gas servicing

As a home owner it is your responsibility to have your gas appliances regularly, otherwise they could become dangerous and can kill. If your gas appliance has not been checked for 12 months it may be unsafe and you may also be in breach of your lease. It is recommended that your appliances are checked every 12 months by a gas safe registered engineer. Your lease may require you to provide us with a copy of your gas safety certificate on request.

If you smell gas or fumes:

- Turn off the gas supply at the valve next to your gas meter
- Turn off all appliances from which you suspect gas is escaping
- Open doors and windows to ventilate the property
- Do not smoke, use naked flames, mobile phones or any other means of ignition
- Do not use any door entry systems - open manually
- Vacate the property immediately
- Call the National Gas Emergency freephone number 0800 111 999

Your rent and service charge

You can pay your rent and service charge in the following ways:

- By Direct Debit
- By payment card at any Post Office or PayPoint outlet
- By bank transfer or standing order
- Online via **allpayments.net**
- Ring AllPay
- Using the AllPay app
- Pay by link payment over the phone via debit or credit card

What if I cannot pay?

It is the leaseholder's obligation to pay specified rent, service charges, insurance and ground rent charges promptly under the terms of the lease.

If you are having problems paying please do not ignore the problem but contact us on **0161 226 4211** and ask to speak to your **Leasehold Officer.** As a Leasehold customer you also have access to our **Income and Financial Resilience team** who can support you with a range of financial matters. You can contact the team directly if you prefer via **IFR@msvhousing.co.uk**

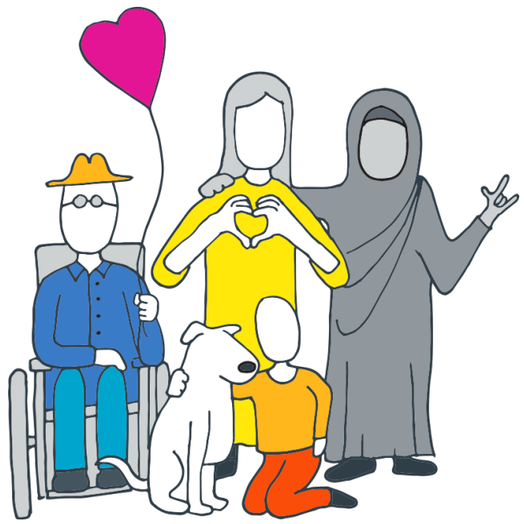
Commencing legal proceedings would be the **last resort after all other options have failed**. If you do not settle your account or come to a suitable repayment arrangement with MSV,

Service charges

The service charge that you pay is split between the day to day services which keep your building and its communal areas clean and tidy and in good repair, and the sinking fund which is used for maintenance items which arise less often than once a year.

Day to day services met from the service charge

- These include:
- Cleaning of the communal hallways and staircases if you live in a block of flats
- Communal grounds maintenance
- Electricity cost for lighting of the communal areas
- Day to day repairs to the communal parts and structure of the building
- Communal water supply charges
- Management fee



Buildings insurance

Your service charge also includes buildings insurance. This is to provide indemnity against specified risks of accidental loss, destruction or damage to your block or your house (fire, flood, earthquake). Under the terms of your lease, you must have buildings insurance. We arrange the policy and we send you the policy annually and a summary is available on the website. Search for **Insurance** on our website at **msvhousing.co.uk.** Or please contact us for a copy. You can make a claim direct to the insurance provider.

Sinking fund

This is a fund used to build up reserves for the programmed and cyclical maintenance of the building including:

- External decoration
- Decoration of the communal halls and stairways if you live in a block of flats
- Roof renewal
- Replacement of gutters and downpipes
- Window replacement
- Renewal of entry phones, lift or shared TV aerial

Money for the sinking fund is accounted for separately and interest is added. The service charge audited accounts which we send you each year (by the end of September) give details of the sinking fund including the amount in the fund, how much we have collected in the year, interest which has been added and the amount spent during the year.

Changes to your rent and service charge

Your rent and service charge will be reviewed once a year and any increases or changes will take effect from the beginning of April each year, in most cases. We will give you written notice of changes. Your lease gives information on how any increase to the rent is calculated.

The service charge budget will be set in February each year based on the anticipated expenditure for the coming financial year. As soon as possible after the end of the current financial year we will finalise the service charge accounts and send you a copy of the accounts.

Selling your home

You do not normally need MSV's permission to sell your home although there may be restrictions depending on when you purchased.

You, or your solicitor, should contact our **Sales Team** by phoning **0161 226 4211** or by email at **Buy@msvhousing.co.uk**

What if I want to move?

You can sell your Shared Ownership home at any time.

To help keep Shared Ownership homes available to people who cannot afford to buy on the open market, MSV has the right, for a period set out in your lease, to try to find a buyer for your home.

MSV charges a fee for this service, which is usually lower than estate agent fees.

For more information, contact our Sales Team at **buy@msvhousing.co.uk.**

If MSV is unable to find a buyer during the nomination period, you can:

- Staircase to 100% ownership and sell the property on the open market at the same time (known as a back-to-back staircase), or
- Sell your share to a buyer approved by MSV who meets the Homes England Shared Ownership criteria

When you sell, you will benefit from any increase in the property's value in line with the share you own. Equally, if the property's value has fallen, you will share in that loss.

Getting a Valuation

Before selling your home, you must:

- Obtain a valuation from a MRICS-qualified surveyor (Member of the Royal Institution of Chartered Surveyors)
- Submit the valuation to MSV for approval

Please note:

- Valuations are valid for three months
- If your home has not received an offer within that time, you will need an updated valuation
- If MSV does not find a buyer for you, we will also need to approve your sales advert before you market the property

Check Your Lease

Some leases include restrictions on who can buy your home. For example:

- Priority may be given to local people
- Buyers may need to meet an age requirement, such as being over 55 or 60

It is important to check your lease before instructing an estate agent to market your home.

Finding a Buyer

To give your property the best chance of selling, we recommend advertising it through the local Help to Buy agent, which keeps a register of interested buyers.

Our Sales Team can help you with this process. Contact them by phoning **0161 226 4211** or by emailing **Buy@msvhousing.co.uk**

For the North area, the Help to Buy agent is: **helptobuyagent1.org.uk**

Your costs

When you sell your home you have to pay:

- The total amount required by your mortgage lender to pay off your mortgage
- Your solicitor's fees
- The RICS valuation fee
- For a new Energy Performance Certificate if yours is not longer valid
- Our administration fee (for finding your buyer and arranging the sale)

Rent and service charges

You are responsible for paying rent and service charges until your home is sold and if there are any arrears on your account you will have to pay these when you sell. Your solicitor will need to agree any adjustment on your account with the buyer's solicitor.

Selling your share - your journey at a glance

- Tell us you want to sell your share
- Complete our Resales Form 1 so we have your current contact details
- Get a valuation from a RICS-qualified surveyor
- Check you have a valid Energy Performance Certificate (EPC). If not you will need to arrange one
- Send the valuation and EPC to the Sales Team. We'll confirm the maximum price you can sell your share for
- Advertise your home with an estate agent or property website
- Arrange viewings for interested buyers
- Let us know when you have found a buyer, as MSV must approve them
- Once approved, the estate agent will issue a Memorandum of Sale
- The buyer's mortgage offer is issued and sent to MSV for approval
- Your solicitor and the buyer's solicitor complete the legal process
- Contracts are exchanged and the buyer pays their deposit
- We will let your solicitor know about any outstanding rent or service charge balances that need to be paid before completion
- On completion day, hand the keys to the buyer, or leave them with your estate agent or solicitor if agreed
- Congratulations, you've sold your home!



Buying Additional Shares (Staircasing)

Buying more shares in your Shared Ownership home is called staircasing. You can continue to buy additional shares until you own 100% of your home, depending on the terms of your lease.

- You can usually buy extra shares in 10% or 25% increments, depending on your lease
- As your ownership share increases, the amount of rent you pay will reduce
- In Older Persons Shared Ownership schemes, the maximum share you can own is 75%

When You Own More of Your Home

If you own a Shared Ownership house and staircase to 100%, the freehold will usually be transferred to you, provided MSV owns the freehold.

Once you own the freehold, or 100% of your home, you will need to arrange your own buildings insurance, as your property will no longer be covered by MSV's policy.

Rent and Service Charges

- You pay rent on the share of the property that you do not own
- If you live in a flat, or a house with shared grounds or communal areas, you will also pay a service charge
- When you buy more shares, your rent will reduce
- If you use a mortgage to buy additional shares, your mortgage payments may increas
- Once you own 100% of your home, you will no longer pay rent
- Your service charge will remain the same

Service Charges After Staircasing

Even if you become the freeholder of your house, you may still have to pay a service charge if there are covenants requiring contributions towards the upkeep of communal areas.

How do I Staircase?

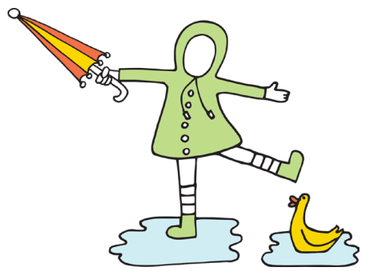
- You must inform MSV Housing - search for **Staircasing** on our website at **msvhousing.co.uk** to download the form
- Find out from your Bank or Building Society whether they are willing to lend you a further amount of mortgage
- You should appoint a Solicitor to act for you as the documentation involved is complex.
- Upon receiving written notification of your intention to purchase further shares,
- MSV will instruct a valuer
- Within week of receiving the valuation we will inform you of the current market value of your home and the cost of purchasing further shares. This must be completed within three months after which the valuation is no longer valid. An extension of three months may, however, be possible
- Once the transaction is complete your rent amount will be adjusted accordingly to reflect the new share balance

Your costs

When you staircase to buy extra shares in your home you have to pay a number of costs including:

- The RICS valuation fee
- Your solicitor's fees
- The cost of the extra share of your home
- The costs of arranging a re-mortgage or new mortgage, if necessary

In addition, if there are any rent or service charge arrears on your account, then these arrears must be paid at the same time as you complete your purchase of the extra share(s).



Remortgaging and Further Advances

For information on remortgaging and further advances please contact the Sales team at **Buy@msvhousing.co.uk**

Transfer of Equity

During your lease, you may want to add or remove someone from the ownership of your home.

If you would like to do this:

- Your solicitor must contact MSV for details of the lease requirements and any administration fees that apply
- We will confirm what information and documents are needed to process the change

If you want to become the sole owner of the property:

We will need confirmation from your mortgage lender that you have passed their affordability checks and can take on the mortgage in your sole name.

Anti - Social Behaviour

Every resident has the right to enjoy their home without fear or concern. Nuisance and anti-social behaviour (ASB) are unacceptable, and MSV will take action against those responsible.

When to Report Anti - Social Behaviour:

If you've spoken to your neighbour and the problem persists, OR if speaking to them is inappropriate.

Report the issue to the Leasehold team as soon as reasonably possible so MSV can take quick action and offer advice/support.

How to Report ASB to MSV:

- Call: MSV's ASB Team on **0161 226 4211**
- Email: **staysafe@msvhousing.co.uk**
- Online: Via the '**My MSV**' online portal at **msvhousing.co.uk**
- In Person: At MSV Hubs (search for **'Hubs'** at **msvhousing.co.uk** for opening times).

If you need to Report an Incident to the Police:

- Call **101** for a **non-emergency**
- Call **999** for an **emergency** e.g. if a crime is taking place or someone is in immediate danger
- Or you can report an incident anonymously to Crimestoppers – visit **crimestoppers-uk.org**

Confidentiality:

MSV will always treat what you tell us in strict confidence.

MSV will do the following:

- You can expect a response to your report within one working day
- MSV will arrange an investigatory interview within seven working days



- MSV will remain in regular contact with you and provide updates in relation to your report
- MSV will contact your neighbours to check if they have also had any problems in the areas
- Offer mediation, if this is appropriate

MSV can take the following action:

We may involve other agencies who work with us to sort out your complaint.

MSV will consider the following to tackle Anti Social behaviour:

- Warning letters
- Notices of seeking possession (shared owners)
- Forfeiture (leaseholders)
- Injunctions

Financial Support

MSV understand that sometimes paying for service charges or major works can be difficult for some of our leaseholders and shared owners, which is why we have included this Financial Assistance section. If you are struggling to pay your rent and/ or service charges or know that you will miss a payment please get in touch with our Leasehold team straight away so that we can help you. .

Our Income and Financial Resilience team can help with rent and service charge arrears, claiming benefits and give advice on gas, electricity, water and council tax arrears.

We can signpost you to FREE specialist debt advisors such as Citizens Advice Bureau or National Debtline. In the first instance please contact our Leasehold team. They can then refer you to our Income and Financial Resilience team

Your home is at risk if you do not keep up repayments on a mortgage or other loan secured on it.
Failure to pay your rent and/or service charge means that you are in breach of your lease agreement and this may result in the repossession of your property or the forfeiture of your lease and the property being returned to MSV.

Wellbeing Support

If you're experiencing mental health problems or need support, please contact our Wellbeing and Tenancy Sustainment Team by emailing **WellbeingandTenancySustainment@msvhousing.co.uk**. We can help by making referrals to specialist agencies for appropriate support or by simply being a friendly person to chat to.

We can also help with:

- Anxiety
- Depression
- Social isolation
- Social care needs
- Hoarding
- Getting the right support in place
- We are also able to write to your GP and advocate on your behalf if necessary.

Compliments, comments and complaints

MSV is committed to providing a high-quality service to all our customers. However, despite our best efforts, things can sometimes go wrong. This is when we want to hear from you so we can put things right.

We would also like to hear from you if you feel we have done something well or would like to make a comment or suggestion. This will help us provide our customers, including you, with a service to reflect what you want.

Compliments or comments

If you feel we have done something particularly well, or you want to make sure one of our staff gets a special thank you, we want to hear from you. By letting us know about something we have done well it will help to inform and guide us to continue providing an excellent service.

You can do this by emailing **Leasehold@msvhousing.co.uk** or phoning 0161 226 4211.

MSV Housing Head Office
7th Floor Trafford House
Manchester
M32 0RS

Telephone: **0161 226 4211**
Email: **complaints@msvhousing.co.uk**
Website **msvhousing.co.uk**

Useful Contacts

Residential Property Tribunal Services
This is a public body that can decide many leasehold disputes. They can adjudicate in disputes over service charges, insurance, lease extensions. Their website provides full information.

Website: **justice.gov.uk/tribunals/residential-property**

Leasehold Advisory Service (LEASE)
LEASE is government funded and offers free legal advice and guidance to leaseholders. They provide outline, summary legal advice to enable leaseholders to make informed decisions as to what action they should take next.

Website: **lease-advice.org**
Telephone: **020 7832 2500**

Citizens Advice Bureau (CAB)

The CAB can offer advice on benefits, employment, debt, consumer and legal rights. Information about their services and offices can be found on their website.

Website: **citizensadvice.org.uk**
Adviceline: **03444 111 444 (available 9am to 5pm Monday to Friday)**

You will be responsible for the costs of any legal advisors or experts you employ in connection with your Tribunal application (whether you or the landlord made the application).

In exceptional circumstances, if the Tribunal decides that bringing or defending an application was unreasonable, either side can recover its costs from the other side.



Mosscare St Vincents Housing Group Head Office, 7th Floor, Trafford House, Chester Road, Stretford, Manchester M32 0RS

telephone **0161 226 4211**

email **enquiry@msvhousing.co.uk**

visit **msvhousing.co.uk**

If you would like this information in another language or format, then please contact us

Si vous voulez ces informations dans une autre langue ou format, prière de nous contacter

ਜੇ ਤੁਹਾਨੂੰ ਇਹ ਜਾਣਕਾਰੀ ਪੰਜਾਬੀ ਜਾਂ ਕਿਸੇ ਹੋਰ ਤਰੀਕੇ ਵਿਚ ਚਾਹੀਦੀ ਹੈ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਸਾਡੇ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

إذا كنت ترغب في الحصول على هذه المعلومات بلغة أو صيغة أخرى، فيرجى الإتصال بنا.

Haddii aad macluumaadkan ubaahan tahay luqad kale ama hab kale, fadlan nala soo xiriir

Jeśli wymagasz tej informacji w innym języku lub formacie to skontaktuj się z nami

اگر این اطلاعات را به یک زبان دیگر و یا ر یک قالب متفاوت می خواهید لطفا با ما تماس بگیرید.

ነዚ ሓበሬታ ብካልእ ቋንቋ ወይ ቅርጺ ምስ እትደልዩ፡ በጃኹም ሽው ርኸቡና።

اگر آپ کو یہ معلومات کسی دوسری زبان یا شکل میں چاہیے تو براہ کرم ہم سے رابطہ کریں۔