

Title:	Shared Ownership Aftersales Policy
Person responsible:	Director of Assets and Development
Customer consultation arrangement:	Consultation required? Yes ☐ No ☒ If no, please explain why: Policy follows set regulations, so customer feedback would not result in changes.
EIA required:	Yes- see here
EIA completed (date):	June 2026
Approved by:	PAWG
Business Strategy Theme	Quality Services
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Links to other key policies:	Customer Experience Strategy Rents and Service Charges Policy Income Management Policy Repairs Policy Buy Back Policy Shared Ownership Allocations Policy Shared Ownership Management Policy
Review date:	July 2029

Document management		
Version	Date amended	Amendments
1	August 2026	Original

1. Purpose and Scope

- 1.1 This policy sets out SLH's approach to shared ownership aftersales. It applies to resales, assignments, staircasing, remortgages, further advances and transfers of ownership. It does not apply to initial plot sales, which are covered separately.

2. Regulatory and Lease Requirements

- 2.1 All aftersales activity must comply with the relevant lease, Homes England Capital Funding Guide, applicable Section 106 agreements, landlord and tenant legislation, housing legislation, leasehold reform legislation, building safety requirements, consumer protection requirements, the Equality Act 2010, Regulator of Social Housing Standards, the Housing Ombudsman

Scheme and Complaint Handling Code, and any other applicable legal, regulatory or funding requirements.

3. Definitions

- 3.1 **Aftersales** - All transactions and activities occurring after completion of a shared ownership purchase. This includes resales, staircasing, remortgages, further advances, and transfers of equity, and must comply with the lease and any requirement for landlord consent
- 3.2 **Resales** – The disposal of a leaseholder's equity share in the property to an eligible purchaser, typically in accordance with nomination rights, eligibility criteria, and any contractual or lease obligations.
- 3.3 **Staircasing** - The process by which a shared owner purchases additional equity in their property, increasing their ownership share, up to and including 100% where permitted by the lease.
- 3.4 **Remortgage** - The replacement of an existing mortgage secured against the shared ownership interest with a new mortgage product, either with the same or a different lender, usually requiring landlord consent.
- 3.5 **Further Advance** - Additional borrowing taken from an existing mortgage lender, secured against the shared ownership interest, typically for approved purposes and subject to lease conditions and landlord consent.
- 3.6 **Transfers of Ownership** - A change to the legal ownership structure of the lease, where one or more parties are added or removed, without necessarily selling the property, and subject to eligibility checks and landlord approval.

4. Policy Principles

- 4.1 SLH will deliver aftersales services fairly, transparently and consistently. Customers will be given clear and timely information to support informed decisions. SLH will manage legal and financial risks appropriately, recover reasonable costs where permitted, and consider any exceptions on a case-by-case basis in line with internal governance arrangements.

5. Resales and Staircasing

- 5.1 Shared owners may sell their equity share or purchase additional shares only in accordance with the lease, applicable funding requirements and any scheme-specific restrictions. Valuations must be undertaken by an independent RICS qualified valuer at the shared owner's cost unless the lease or funding requirements state otherwise. Valuation disputes will be resolved under the lease.

- 5.2 For resales, SLH will exercise any nomination rights within the lease. If no purchaser is nominated within the nomination period, the shared owner may market the property on the open market, subject to the lease and any Section 106 requirements. All purchasers must meet the relevant eligibility criteria and receive required Key Information Documents. Necessary legal documents, including any deed of covenant or Licence to Assign, must be completed.
- 5.3 Staircasing may take place in permitted increments, including micro or partial staircasing where allowed. Some schemes may restrict maximum staircasing, including Older Persons Shared Ownership, rural or protected area schemes and properties with mandatory buy back provisions. Shared ownership rent will reduce proportionately after each staircasing transaction and reduce to a peppercorn on final staircasing to 100%, while service charges remain payable in accordance with the lease.
- 5.4 Where permitted, staircasing may be completed alongside a resale, including staircasing to 100% and selling simultaneously. Sinking or reserve fund contributions will remain with the property and will not be refunded on resale. SLH may recover reasonable administration and legal costs associated with resales and staircasing.

6. Remortgages, Further Advances and Transfers

- 6.1 Shared owners must obtain SLH's prior written consent for any remortgage, further advance or transfer of ownership. SLH will normally only consent where the proposal complies with the lease, uses an FCA-authorised lender, is on standard commercial terms, protects SLH's legal and financial interest, and does not increase risk unreasonably.
- 6.2 Borrowing must not normally exceed the market value of the share owned, and SLH will not consent where total secured debt exceeds 95% loan to value of that share or where the borrowing would otherwise create unacceptable financial risk. Non-repayment structures, including interest-only or self-certified mortgages, will not normally be permitted unless approved as an exception. Borrowing terms should be appropriate to the applicant's circumstances and will not normally extend beyond expected working life.
- 6.3 Further advances will only be considered for purposes consistent with the lease and shared ownership principles, such as purchasing additional equity, enabling a transfer of equity, or funding essential repairs, maintenance or approved improvements. SLH will not agree to any variation, postponement or weakening of its interest, including changes to the Mortgagee Protection Clause or subordination of its charge. The Mortgagee Protection Clause applies only to lending arrangements that have received SLH's prior consent.
- 6.4 Transfers of ownership may include adding or removing a party to the lease due to circumstances such as relationship breakdown, marriage, civil partnership or death. Any incoming or remaining owner must meet applicable

eligibility and affordability requirements where required. Lender consent and legal documentation may also be required. Transfers will not be permitted where they conflict with lease restrictions, mandatory buy back provisions or scheme-specific limitations. SLH may recover reasonable administration and legal costs.

7. Complaints, Fees and Data Protection

- 7.1 Dissatisfaction with services provided under this policy will be managed through SLH's Complaints Policy and in line with the Housing Ombudsman Complaint Handling Code.
- 7.2 SLH will publish and maintain a schedule of fees for aftersales transactions and may recover reasonable administration and legal costs from shared owners.
- 7.3 SLH will process all personal data in accordance with applicable data protection legislation.