

Title:	Shared Ownership Management Policy
Person responsible:	Director of Assets and Development & Director of Housing and Insight
Customer consultation arrangement:	Consultation required? Yes ☐ No ☒ If no, please explain why: This is not a new policy.
EIA required:	Yes
EIA completed (date):	June 2026- see here
Approved by:	Housing and Communities Committee
Business Strategy Theme	Quality Services
Approval date:	01/07/2026
Links to other key policies:	Development Strategy, Policies and Procedures Customer Experience Strategy Rents and Service Charges Policy Income Management Policy Repairs Policy Buy Back Policy Sales Allocations Policy Aftersales Policy Gas Safety Policy Alterations Policy
Review date:	September 2028

Document management		
Version	Date amended	Amendments
1	September 2023	Initial changes to aftersales following HE guidance changes
2	July 2026	Reviewed and updated content for accuracy and compliance.

1. Purpose and Scope

- 1.1 This policy sets out SLH's approach to managing shared ownership homes post sale. It does not cover initial sales, Aftersales or general leasehold management, these are addressed in separate policies.

2. Regulatory and Legislative Requirements

- 2.1 Key relevant regulation and legislation including, but is not limited to:
- Homes England Capital Funding Guide

- Section 106 agreements (Town and Country Planning Act)
 - Landlord and Tenant Acts 1985 and 1987
 - Housing Act 1996
 - Leasehold Reform and Urban Development Act 1993
 - Leasehold and Freehold Reform Act 2024
- 2.2 There are distinct shared ownership models, depending on the funding programme under which the homes were delivered. Lease provisions vary between programmes and must be considered on a case-by-case basis.
- 3. Definitions**
- 3.1 **Shared Ownership** – A tenure where a purchaser acquires a share in a property and pays rent on the remaining share retained by SLH.
- 3.2 **Right to Shared Ownership** – Eligible residents may purchase their home under the Affordable Homes Programme 2021-2026 subject to criteria.
- 4. Eligibility and Affordability**
- 4.1 All purchasers must complete an eligibility and affordability assessment prior to purchase. The Sales Allocations Policy contains full details of how SLH allocates and sells shared ownership homes.
- 5. Core Lease Principles**
- 5.1 The rights and obligations of shared owners and SLH are set out within individual leases. For all matters relating to the property, the terms of the lease should be referred to.
- 6. Rent setting and Review**
- 6.1 Rents will be set and reviewed in accordance with Homes England guidance and the terms of the lease. Rent is charged on the unowned share and reviewed annually.
- 7. Service Charges and Estate Management**
- 7.1 Where applicable, shared owners are responsible for paying service and/or estate charges in accordance with their lease. SLH will ensure charges are set, managed and accounted for in line with legal and regulatory requirements. SLH will act as the primary contact between the management company and resident.
- 7.2 SLH will seek to engage with the Management Company to ensure that the services are provided as required under the terms of the lease and that Estate Charges are reasonable.

8. Buildings Insurance

- 8.1 SLH will arrange buildings insurance where required under the lease and recover costs from shared owners. Shared owners are responsible for insuring their contents.
- 8.2 SLH will not gain any financial benefit from buildings insurance arrangements; any commission or benefit received will be passed on to shared owners.
- 8.3 SLH will provide shared owners with a summary of cover and the information required to make a claim.

9. Newbuild Warranty

- 9.1 SLH will provide shared owners details of their warranty including length of time remaining and any defect period outstanding.

10. Arrears

- 10.1 SLH will manage arrears in accordance with its Income Management Policy and relevant lease provisions.
- 10.2 SLH will work with shared owners to agree sustainable repayment arrangements and encourage early engagement where financial difficulties arise.
- 10.3 Shared owners will be supported through advice and signposting to appropriate financial guidance services where needed.
- 10.4 SLH will take proportionate action to recover outstanding debt, including legal action where necessary, with repossession as a last resort.

11. Repairs Liability

- 11.1 Shared owners are responsible for repairs to their property following the defects liability period, except where otherwise provided for within the lease. For example, some eligible shared owners may benefit from the Initial Repairs Period during the first 10 years.
- 11.3 During the Initial Repairs Period, eligible shared owners may claim up to £500.00 per annum towards the cost of specified essential repairs
- 11.4 Claims are subject to an annual financial limit and may allow for limited carry forward, as set out within the lease.
- 11.5 SLH will assess the eligibility of claims, ensure that all requirements are met, and make payments in accordance with the lease.

12. Alterations and Improvements

- 12.1 Shared owners may undertake minor internal works without consent, subject to the terms of the lease.
- 12.2 Prior written consent from SLH is required for all other alterations, which will be considered on a case-by-case basis in accordance with our alterations policy. This will ensure there is no adverse impact on the property, building, or surrounding environment.
- 12.3 Shared owners are responsible for obtaining any necessary statutory consents and for all associated costs, including any fees charged by SLH.

13. Sub-letting

- 13.1 Sub-letting of the whole property is not permitted, except in exceptional circumstances and subject to SLH consent.
- 13.2 Requests will be considered on a case-by-case basis and will only be approved where there is a clear and unavoidable need (e.g. employment, Armed Forces deployment, or building safety issues), and not for financial gain.
- 13.3 Any approved sub-letting must be for a fixed period, with the shared owner retaining legal responsibility for the property, and (where required) with lender consent.
- 13.4 The proposed occupier must meet shared ownership eligibility principles, and the arrangement must not result in the shared owner profiting.
- 13.5 Lodgers may be permitted, but short-term or commercial lettings (e.g. Airbnb) are prohibited.
- 13.6 Shared owners remain responsible for compliance with the lease and for the actions of any occupiers.

14. Lease Compliance and Breaches

- 14.1 Shared owners are required to comply with the terms of their lease, including payment of all charges, maintaining the property, and not causing nuisance or anti-social behaviour.
- 14.2 SLH will seek to resolve breaches through engagement with the shared owner in the first instance, however legal action will be taken where necessary.

- 14.3 Repossession will only be pursued as a last resort, and SLH may recover associated costs and notify mortgage lenders where appropriate.

15. Forfeiture of the lease

- 15.1 Shared owners are required to comply with the terms of their lease. This includes payment of all charges, maintaining the property, and not causing nuisance or anti social behaviour. Shared owners are also responsible for ensuring that members of their household, visitors and any occupiers of the property comply with the terms of the lease.
- 15.2 Where a breach of lease is identified, SLH will seek to resolve this in the first instance through engagement, with the aim of achieving a prompt and sustainable resolution. Where a breach is not remedied, SLH may take proportionate enforcement action, including legal action where necessary.
- 15.3 Repossession will only be pursued as a last resort. SLH may recover associated costs and notify mortgage lenders where appropriate.
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16. Gas Safety

- 16.1 Responsibility for the maintenance and repair of gas installations sits with the shared owner, in accordance with the lease.
- 16.2 Shared owners must ensure gas installations are maintained in a safe condition and are serviced.

17. Leaseholder Statutory Rights

- 17.1 Leaseholders may have statutory rights relating to lease extensions, enfranchisement, and the right to manage, subject to qualifying criteria set out in legislation
- 17.2 These rights may be limited for shared owners depending on the terms of the lease and the level of equity held.
- 17.3 SLH will consider such requests in accordance with legal requirements, the lease, and relevant guidance.
- 17.4 Where applicable, shared owners will be responsible for the costs associated with exercising these rights, including valuation, legal, and administrative fees.
- 17.5 SLH will seek to ensure that services to any retained residents are maintained in accordance with lease obligations.

18. Administration Charges

- 18.1 SLH applies administration charges in accordance with the lease and relevant legislation.