

information for shared owners



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## get in touch

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### Plumlife

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Manchester M20 2LT

### Management

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email aftersales@plumlife.co.uk

### Sales

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email sales@plumlife.co.uk

[www.plumlife.co.uk](http://www.plumlife.co.uk)

Emergency repairs out of office hours – Orbis. Telephone: 0845 345 7808

(this emergency number is for the residents of managed schemes and properties in defects only)

اگر آپ اس رپورٹ کا اردو میں ترجمہ حاصل کرنا چاہتے ہیں تو براؤزنگ کر کے ہم سے رابطہ کریں۔

যদি এ রিপোর্টটি আপনি বাংলায় পেতে চান, তবে অনুগ্রহ করে আমাদের সাথে যোগাযোগ করুন।

If you would like this document in large print, braille, audio tape or other languages please contact us

# welcome

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This booklet welcomes you to Plumlife and gives you information about your shared ownership property. We hope that you will be happy in your new home.

This booklet is designed to answer any queries you may have about your rights and responsibilities under the terms of your lease, and introduce you to Plumlife in general. Having moved into your new accommodation we would suggest that you ensure that the following matters have been attended to:-

A) If you were a Council or Housing Association tenant or were with a Private Landlord, check that you have terminated your previous tenancy. If you have not done this you may be liable to pay rent on your old home until the termination date is secured.

B) Make sure that the gas, electricity and telephone at the new property have all been changed into your name. You should also have the meters read at both your old and new addresses to avoid being billed incorrectly for the services used.

C) Inform the local Council of your new address for Council Tax purposes.

D) You should also keep a copy of your lease in a safe place for future reference. If you don't have a copy you can approach your solicitor to obtain one.

Plumlife's management team consists of the Housing Manager, Home Ownership Officers and Housing Administrator. Please contact Plumlife if you have any problem or queries about the management of your home.

# about us

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Plumlife was set up in 1981 as Central Methodist Housing Association to assist people in housing need who require help in managing and maintaining a property or who cannot afford a full mortgage. We own and manage over 1350 properties for leasehold and shared ownership across the north, including Manchester, Cheshire, Oldham, Bury, Bolton, Preston, South Ribble, Blackpool, Fylde and High Peak. Central Methodist Housing Association changed its name to Plumlife in 2004.

Plumlife, part of Great Places Housing Group, is a non-charitable housing association registered with The Registrar of Friendly Societies (2320R) and The Housing Corporation (SL3224). Great Places Housing Group is a progressive and caring organisation providing quality homes and services to people in housing need.

# a summary of the main rights and responsibilities for shared owners

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## Repairs

**Q** Am I responsible for the repairs at my home?

**A** The resident is normally responsible for carrying out all repairs to their own property. The only exceptions to this are for new properties built by the Association which are still covered by the builder's guarantee (usually 6 or 12 months). Also owners living in blocks of flats will contribute to a separate fund for long-term repairs to their roof, doors, windows and external painting.

## Insurance

**Q** Am I required to take out a property insurance policy?

**A** No. The Association has a block insurance on all our properties. However, we strongly advise that residents take out insurance on their contents. We would ask you to bear in mind that there is a £100 excess on any claim on our policy.

## Making a claim

**Q** How do I make a claim for a repair covered by the insurance policy?

**A** You should contact a member of the Plumlife staff at Southern Gate as soon as possible and obtain two estimates for the work involved. Please do not authorise a contractor to proceed without speaking to Plumlife staff first. Usually the resident pays the contractor for the work when this has been satisfactorily completed. We will then submit a claim to the insurer on your behalf. A cheque will subsequently be paid to the resident to cover the repair costs, less the £100 excess.

**Q** What if the repair is very expensive?

**A** In certain circumstances we can arrange for the contractor to be paid directly by our insurers. In this case, the resident would have to pay £100 to the contractor to meet the shortfall because of the insurance excess.

## Rent / Service Charge

**Q** How do I make my monthly payments to the Association?

**A** Upon purchase of your property you will be sent a Direct Debit Mandate, which should be completed and returned to Plumlife immediately. However, if you wish to pay by cheque these can be forwarded to our offices at Southern Gate made payable to 'Plumlife'. Please ensure your full name and address is on the reverse of your cheque.

**Q** What does my monthly rent actually pay for?

**A** Rent is used to service the loan which the Association has taken out to buy the remaining percentage of the property (usually 50%). It also includes an element for insurance and our management charges.

## Purchasing a larger share (staircasing)

**Q** Can I purchase a larger percentage of my property?

**A** Yes, normally you may purchase in 25% stages (see your individual lease for confirmation) providing you are able to do this with either a cash payment or an addition to your mortgage. Please see page 9 of this booklet or contact Plumlife for further details. (Please note that some leases have restrictions on staircasing - refer to your lease for full details)

## Selling your property

**Q** What happens if I want to sell my property?

**A** You can either sell your existing percentage or the full 100%. You must inform Plumlife in writing of your intention to sell, together with details of the solicitor you will be using. Full information is given on page ten of this handbook.

# your lease

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This is a legal document that sets out:

- the price you paid for the property
- details of rent and how it is increased
- service charges and buildings insurance
- arrangements for buying a further share in the property
- your responsibilities
- our responsibilities

Every lease is different, so we strongly recommend that you look carefully at the one for your property.

## repairs and maintenance responsibilities

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Generally speaking, all repairs and maintenance are the responsibility of the shared owner and not Plumlife. New properties will be covered by the builder's guarantee for an initial period immediately after handover to the association (usually 6 or 12 months), therefore it is essential that any problems are put right at an early stage as it can prove extremely difficult to rectify defects after the guarantee period has expired. The NHBC Guarantee will cover major structural defects.

If you purchase a house you will be responsible for looking after the exterior of the property, including repainting when required. If you purchase a flat, the Association will undertake external repair and decoration work in communal areas for which a separate service charge will be levied. However, if you are in any doubt about your own or Plumlife's obligation regarding the carrying out of repairs please refer to your lease. Please remember that this will not state every type of repair which may arise as it only identifies broad categories of work.

# insurance

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Whilst you are a shared owner Plumlife must keep the structure of your home insured at all times against loss or damage by fire and other such risks. There is an element in the rent you pay to cover this. At present a £100 excess applies for all claims and therefore the shared owner will be required to pay this sum if any problems arise which necessitate a claim being made. Consequently, we would not make a claim if the cost of the repair came to less than £100. Any payment which Plumlife receives from the insurers is forwarded to you less the £100 excess. It is the shared owner's responsibility to have the work done and pay for it. The Association will forward the invoice to the insurers on your behalf. Arrangements can be made for the Insurers to pay the contractor directly, if the claim is very costly.

We strongly recommend that you take out a separate house contents insurance policy to cover your furniture and personal belongings. Details of the Association's block insurance policy are available to shared owners on request.

## Claiming for a repair covered by the insurance policy

You should contact the office immediately to establish whether there is cover on the policy for the incident and then obtain two quotes for the work involved. There is currently a time limit stating that claims must be submitted within 30 days of the incident, therefore it is vital that you make contact with us as soon as possible following the incident.

Please do not authorise a contractor to proceed without first obtaining our approval unless the resultant damage has left your home insecure.

Usually you would pay the contractor for the work when it has been satisfactorily completed. We will then submit the claim to the insurance company on your behalf. A cheque will then be sent for the repair costs, less the £100 excess.

# carrying out improvements

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You may wish to carry out improvements to your home yourself such as a new kitchen, bathroom, fire place or built-in wardrobe, etc. You usually have the right to make improvements to your homes, but it will be necessary to get the landlord's written agreement first. Usually Plumlife will agree or give the reasons for any refusal in writing. Any improvement made by yourself will be disregarded in any valuation that you provide to Plumlife in the event that you choose to buy further shares in your home. Therefore, Plumlife will not financially gain from any improvements which you make

# rental charges and payments

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You are responsible for paying your rent and service charge monthly, in advance. There are several different ways to pay:

- Direct Debit
- telephone (rent card required)
- swipe card
- online (rent card required)
- cheque or cash
- standing order

## Getting behind with payments

If you are having financial difficulties please let us know as we may be able to help. If you contact us we can come to an arrangement regarding the payments on your account.

You may be entitled to assistance from Housing Benefit with payment of your rent and certain items on your service charge (if applicable). Please do not ignore the payments on your home - you could risk losing it.

## Service charges

The terms of your service charges will be outlined in your lease. These set out what services you will receive and what you will pay for.

## Calculating service charges

These are estimated for the following financial year starting in April. At the end of the financial year, service charges will be checked and you will receive an audited statement in September. Any balance will be carried forward and used as part of the following year's service charge estimate.

## Sinking fund

Cyclical maintenance for flats and communal areas is collected through a sinking fund. Details of the cyclical maintenance programme are available from the Plumlife team.

Your rent is set at a level which allows Plumlife to cover its mortgage or loan repayments, administration and management costs and the insurance on your property. The rent does not cover the cost of any repairs or maintenance which may be required.

Your rent will increase once per year on 1st April. If you are a DIYSO resident the rent will rise in line with the Retail Price Index (i.e. the general rate of inflation). If you are a shared ownership resident your rent will either rise by the Retail Price Index or by the Average Earnings Index. You will need to check your lease to find out which formula will apply to your property.

If you wish to query a rent rise please contact a member of Plumlife staff immediately to discuss this in more detail. You will receive at least one month's notice in writing of any change in the rent level.

## Ways to pay

Rent or service charge payments for all Plumlife properties are due in advance on 1st of each month. Under the terms of your lease Plumlife has the right to charge interest on any payments received after this date. This is usually charged at 3% above the Barclays Bank base rate. Also, if a payment is not appearing on your account within the first few days of the month, arrears action may be taken to recover the money.

If you would like to pay on an alternative date in the month, for example the date you get paid, then you will need to make sure that you are still paying in advance. For example if you wish to pay on 27th of each month, you would need to pay for the month ahead i.e. a payment made on 27th November would be for December's payment.

If you would like to take advantage of the opportunity to pay at a different date in the month then you should contact a member of the Plumlife team, who will be able to discuss arrangement options. It may be possible for you to pay a little extra each month to gradually get your payments up to date.

As the majority of Plumlife shared owners are working, they find that the most convenient way to pay their rent is directly from their bank or building society account each month. Ordinarily when you have moved into your home you should receive a direct debit mandate which you need to complete and return to Plumlife as soon as possible. When your rent increases you will need to take no action as your direct debit will be adjusted accordingly. Cheques can be sent to our office at Southern Gate. Please make your cheques payable to 'Plumlife' and write your full name and address on the back.

## you and your neighbours

A certain amount of noise is inevitable from every home and it would be unreasonable to expect otherwise. However, difficulties can be avoided if consideration is shown for others. We would therefore ask all our shared owners to be thoughtful by:-

- giving neighbours advance warning of parties
- limiting noise late in the evening
- organising noisy housework such as vacuuming and washing to hours that would cause the least disturbance
- consideration for others when parking and keeping the noise of car parking down to a minimum at night

If you are experiencing a recurring problem with noise we would suggest that you call and see the neighbours concerned and have an amicable word about the problem to see if it can be resolved at an early stage. If there is no improvement you can complain to Plumlife and although our powers to intervene are limited we will do our best to help to ease the situation. Where there is a serious noise disturbance you should contact the Council's Environmental Health Department as it is possible that they can monitor the situation and issue abatement notices as necessary. It is possible to take out your own civil action through the courts and for further advice we would suggest that you contact a solicitor or visit your local Citizens' Advice Bureau office.

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## harassment

Although your lease does not offer any specific protection, if you are the victim of any form of harassment you should contact Plumlife as we may be able to offer you advice and further assistance. You could take out a personal injunction against the perpetrator(s) who are responsible but you may need to see a solicitor if the problem is of a severe nature.

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## how to end joint tenancies

If you wish to end a joint tenancy, usually following divorce or separation, you and your ex partner can decide who should remain in the home and take over the lease with the agreement of Plumlife and the mortgage lender. If you have a joint mortgage there will be a transfer from a mortgage in both names to a mortgage in only one name and the building society or bank will release one party from mortgage responsibility. However, if you and your ex partner cannot agree who should remain, the court may decide who has the right to stay in the home or order the property to be sold. To end a joint tenancy with Plumlife there will need to be a transfer to one name only on your lease. You will need to get a solicitor involved so that the lease can be legally amended. There will also have to be a re-registration of the land title (for which a transfer and administration fee is required).

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## sub-letting

You are not allowed to sub-let your home without our consent. We may give permission for up to 12 months under certain circumstances. If you sub-let you are still responsible for making sure the terms of the lease are complied with and that all rent and service charge payments are made. You must tell us your address if you are not living in the property so that we can contact you and you must inform your mortgage lender and insurance provider of your intention to sublet.

## staircasing – purchasing a larger share

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Most leases give you the right to buy an additional share in your home and therefore move from your initial share to full ownership in a number of stages by buying further shares as and when you can afford them. This process is called 'staircasing'.

You may purchase more equity in the property by increasing your share, usually from 50% to either 75% or 100% when you will reach full ownership. Before you embark on 'staircasing' you should contact a member of Plumlife Sales staff to discuss the process in more detail. It is important that you refer to your lease to clarify the position regarding your own property as there may be some restrictions.

In the first instance you must serve notice on Plumlife in writing that you wish to purchase an additional percentage of the property. The property must be revalued and its open market value assessed as at the date on which Plumlife receives your notice. The cost of the share you have requested to buy will be the appropriate percentage of the market value. It should also be borne in mind that you will be responsible for the cost of valuation, legal fees and mortgage arrangements.

You are responsible for getting the property valued by a Qualified Chartered Surveyor. This valuation is only valid for a period of three months after which time a new valuation must be provided by the shared owner. The reason that a time period is placed upon the valuation is due to the fact that prices may change during that time.

The independent valuer is requested to provide an open market value of the property, ignoring such items as carpets and curtains, together with any improvements which may have been carried out by the shared owner. Once you have purchased an additional share your rent will be reduced to reflect the fact that you own a larger share in your home.

If you are buying a house where Plumlife owns the freehold, once you have acquired 100% of the shares of the equity in the property then you are entitled to have the freehold transferred to you and you will become the full owner of the house. If you are buying a flat, once you have 'staircased' to 100% ownership, various provisions of the lease will cease to apply to you. Again you should refer to your own lease for further information in this respect. Residents of flats will continue to be responsible for the payment of any service charge. Both house and flat owners will also continue to be responsible for any estate charges.

## re-mortgaging your home

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If you wish to remortgage your home or obtain a further advance, your mortgage provider will need to obtain consent from Plumlife before they can proceed.

In order for Plumlife to give this consent, we require the following information:

- Confirmation that the further advance does not exceed the value of the share you own and that our interest in the property will remain second to the mortgage provider.
- A copy of your new mortgage offer
- The valuation figure of the property - we will need a Chartered Surveyor's valuation report
- The amount outstanding on the current mortgage - we will need a copy of your mortgage statement
- The amount of the further advance sought
- The purpose of the further advance - it is unlikely that we will agree to a further advance in order for you to consolidate other debts/loans

The reason we need this information is that we need to be satisfied that there is sufficient capital in the property in order for us to consent.

Plumlife will charge fees to cover the cost of the administration involved in the above.

## selling your home

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You can sell your home at any time but you should contact Plumlife Sales first to discuss the options available. Sometimes Plumlife will have the right to nominate potential buyers if your home is offered for sale. There may also be restrictions on your property's sale price or who can buy it to ensure that shared ownership housing remains available for the people who need it, in particular where they are elderly persons' schemes or are in rural areas.

Before you put your home up for sale you should check the lease to see if it contains any special provisions, such as a S106 restriction imposed by the local authority. It will also detail who you may sell to or any discounts which may be repayable. If you own a 50% share then you can either sell your 50% or alternatively you could purchase Plumlife's equity share at the same time as you complete the sale of the 100% equity to the new purchaser. Your solicitor will use the monies you receive from the purchaser to buy Plumlife's equity. You will benefit from any increase in the value of the share that you own, but you will also be affected by any fall in its value.

You must write to Plumlife advising that you are planning to sell your home. You should allow plenty of time for Plumlife to carry out the necessary checks and administration. Please remember that you would be expected to pay any outstanding rent or service charge before the completion of the sale.

It should also be noted that there is a penalty clause in the lease, usually if the 100% equity of the property is sold at a price greater than that originally paid within three months of your 'staircasing' to 100% ownership. The Association could request payment of the difference in market value between the date when full staircasing takes place and the date when the 100% equity is sold, if this is within the three month period. This is meant to deter leaseholders from selling purely for profit and thereby ensures that the objective of providing properties for low income home owners is maintained. The process of selling the percentage of the property you own to another person is called an 'assignment' of the lease.

You will be responsible for determining the sale price. It should be noted that your lease will not allow you to assign your property for more than the market valuation of your share. You will be required to provide the Association with a formal valuation undertaken by a qualified RICS valuer.

## getting involved

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Plumlife will ask you for your views before making any major changes in the housing management arrangements regarding your property. After consultation, you will be notified of the decision and informed of the reasons.

Plumlife sometimes uses customer surveys to find out what people think about the housing service. Please do take the time to complete and return any survey which is sent out to you as this is most important when it comes to reviewing and improving the services we provide. Plumlife also produces a newsletter twice a year which we hope you will find informative.

You can also apply to be a member of our Board of Management, which makes decisions at the highest level of the organisation. Board members go through an interview process involving residents, staff and other board members.

### Mystery Shoppers

You can apply to join our Mystery Shopper Scheme. This scheme allows residents to report back on their experience when contacting Plumlife from the comfort of their own home, enabling us to improve our service. When contacting Plumlife for a genuine reason you would simply complete two short questionnaires and return them to the scheme co-ordinator. Only the people that run the scheme are aware of the identities of the 'Mystery Shoppers' so that the Plumlife staff are not aware

that they are speaking to a Mystery Shopper. Contact the admin team on 0161 484 3200 if you're interested.

You can get involved as little or as much as you want - it is up to you. We are always keen to hear what you have to say.

## residents' organisations

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If you live on a shared ownership development which was built by Plumlife there may be an active residents' organisation in place which gives the membership an opportunity to express its views on the services being provided by Plumlife.

Plumlife will recognise residents' associations which represent enough people. Recognised associations have the same legal rights as the individuals they represent and some additional ones. If there isn't a group in existence already there may be an opportunity for you to become involved in creating one. Please contact the staff at Plumlife for further information in this respect.

We aim to improve consultation with all our residents by:

- printing documents in plain English wherever possible
- offering versions in other languages
- producing regular newsletters each year
- giving all our residents a handbook
- producing an annual report that outlines performance across Great Places
- holding meetings with our residents' associations on a regular basis

## administration fees

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There are a number of situations where we carry out work relating to an individual leaseholder where there is no benefit to our other leaseholders. For example, further copies of accounts which have previously been provided, consent to remortgaging applications etc. This type of work has increased significantly over the last few years and as a result we charge the individuals concerned as per the terms of their lease. Please contact the office for an up to date list of administration charges.

# complaints procedure

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At all times Plumlife seeks to provide a personal, friendly and efficient service to all its residents. Although we endeavour to respond quickly, sympathetically and without discrimination to residents' requests and queries, you may at some stage feel the need to complain about some aspect of Plumlife's work. Plumlife has an official complaints procedure which you can follow in cases such as these.

## Stage 1 - initial complaint

Firstly, please contact the member of staff with whom you have regular contact. Many problems can be resolved in an informal way through individual members of staff dealing with complaints in a sympathetic and positive manner.

## Stage 2 - formal complaint

If not satisfied with the outcome of the initial complaint, a resident may make a formal complaint in writing to Plumlife. Acknowledgement of the complaint will be made within seven days. The complaint will be passed to the relevant senior manager who will consider it and formally reply to the complainant within 14 days.

All formal complaints are recorded and brought to the attention of the Board of Management. Most complaints will normally be resolved at this stage.

## Stage 3 - complaints appeal panel

If you are still unhappy, you have the right to take your complaint to the Complaints Appeal Panel. The panel will include a regional manager, regional board member and a tenant or resident representative. Following investigation you will be advised about the outcome in writing and compensated if appropriate, within ten working days.

## Stage 4 - referral to housing ombudsman

Plumlife would hope that all complaints by now will have been dealt with fully. In the unlikely event that you are still not satisfied with the response, you should make a written complaint to either:

The Independent Housing Ombudsman  
81 Aldwych  
London  
WC2B 4HN

Your local Citizens' Advice Bureau  
Your local Councillor at the Town Hall  
Your local MP at the House of Commons

