the guinness partnership

Homeowner handbook



Your rights and responsibilities as a **homeowner**

Our **landlord responsibilities**

Services and fees explained and more

We are delighted to welcome you to Guinness. All of us at Guinness are looking forward to providing great services to you.



This handbook explains your rights and responsibilities as a homeowner, as well as Guinness's responsibilities as your landlord. It also contains details of the services you receive from Guinness along with useful information to help you to enjoy living in your home.

This handbook is not intended to describe or give a full interpretation of your lease, transfer Deeds or the law. If you have any questions about your rights and responsibilities, please speak to us or seek independent advice.

Once again, welcome to Guinness.



More information is available for you on our website

Welcome to Guinness

www.guinnesspartnership.com









Contact us

Chat with us on Live Chat through our website **www.guinnesspartnership.com**

Call us on **0303 123 1890**. We're here Monday to Friday 8am to 8pm and offer an emergency repairs service outside of those operating hours

We also provide TextRelay on **18001 0303 123 1890** if you need assistance with hearing or speech

We can translate documents into your preferred language. We can also provide in large print or audio format on request.

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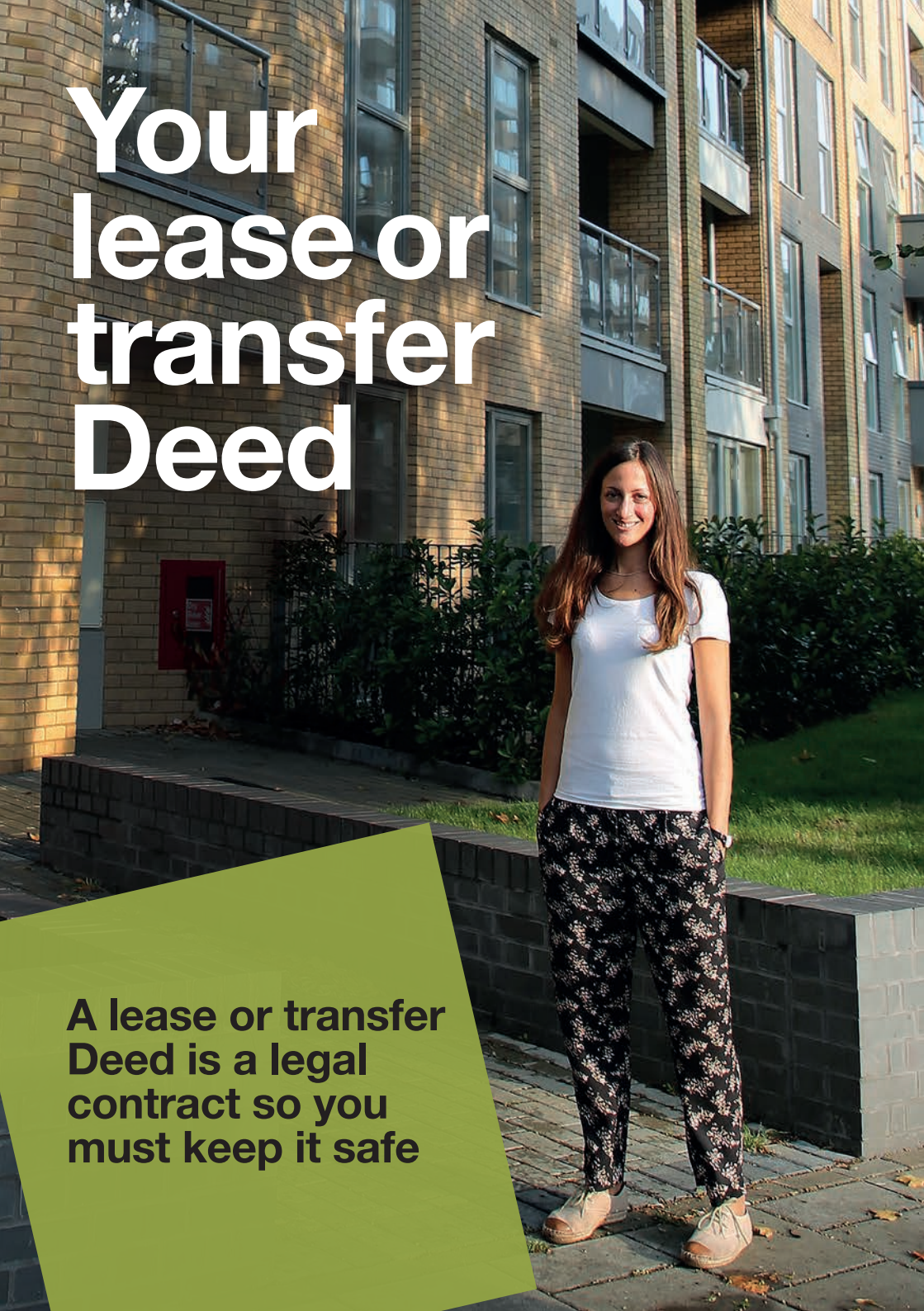
Your lease or transfer Deed



A lease or transfer Deed is a legal contract so you must keep it safe

The most important document, relating to your home, is your lease or transfer Deed. A lease or transfer Deed is a legal contract so you must keep it safe. If you do not hold a copy, you should first enquire with your solicitor or mortgage lender to obtain one. Copies can also be obtained from UK Land Registry. Guinness is usually able to provide a copy too, but we do charge a fee for this.



The lease or transfer Deed will set out your rights and responsibilities. It will explain everything that you are required to do as a homeowner, what you can expect from us, and what you are required to pay. All our flats will be sold on either long leases or Shared Ownership leases. Some of our homes – usually houses or bungalows – are freehold. This means that you own the property outright. Your lease or transfer Deed will explain whether your home is leasehold or freehold.

You will usually pay a service charge to keep communal areas and any reserved property in good condition. If you are a shared owner, you will also have to pay rent on the share of your home that you do not own. Freehold properties can still be responsible for contributing service charges for communal maintenance and this obligation will be outlined within the transfer Deed.

What's in your lease?

The lease gives you the right to occupy your home for a set number of years. Therefore, it is important that you know how many years are remaining on your lease. It will also describe the boundaries to your home, what areas are considered to be communal and any repair and maintenance responsibilities.

Leases and transfer Deeds may require you to obtain our written consent before altering your home in any way. You may also need to obtain our written consent before subletting, keeping pets, caravans etc. It is important that, if you need our consent, you obtain it in writing and not rely on verbal consent.

The lease is an important legal document. If you need help understanding it then you should consult a solicitor.

Extending your lease

Your lease gives you the right to live in your home for a set number of years. Once the time remaining on your lease drops under 80 years, the value of your property will begin to rapidly decrease due to the shortening term, the cost of extending your lease will vastly increase.

A shorter lease will make it more difficult to find a buyer for your property and it may make it difficult to re-mortgage. For these reasons it is best to ensure you are aware of how many years remain on your lease and extend your lease if this option is available, before it drops under 80 years. Some mortgage lenders now insist that a lease is extended before it drops to under 85 years.

Adding or removing a leaseholder

You can add or remove another person from the lease register, which is maintained by UK Land Registry, if everyone involved agrees. You will need permission from us, and from your lender if you have a mortgage.

A solicitor will help you with the transfer of the lease, so there will be legal costs to pay, as well as any costs incurred by us.



www.guinnesspartnership.com/for-homeowners/moving-in/your-lease/



We want your time living with us to be as enjoyable as possible

Legal rights & responsibilities

We want your time living with us to be as enjoyable as possible. As a landlord, and as homeowners, we all have legal rights and responsibilities.



We ask that you:

- pay your rent and service charge on time and in full.
- give us the right information when you apply for a home and keep us informed of any changes in circumstances or contact information such as email/mobile. You can do this by contacting us using the details on the '**contact us**' page.
- keep your home in good repair/ condition and not make any structural/non-structural alterations or extensions without our written permission first (and your local council) e.g. replacing your windows or replacing your kitchen.
- treat your neighbours and our staff with respect.
- arrange your own contents insurance.
- don't sublet part of your home, or take in a lodger, without our permission. Remember, your lease agreement may not allow you to do this.
- ensure communal areas are not obstructed and balconies are free from fire hazards.
- abide by your lease agreement (family members/visitors and tenants are your responsibility).
- If you have an Emergency Pull Cord fitted in your property, ensure that your personal information is up to date with the supplier if applicable.

We hope you'll agree these are fair rules to live by. If you don't stick to them – and won't work with us to resolve any issues you might be having – you may be in breach of your lease or transfer Deed. We will always try and work with our homeowners to resolve any issues but, in rare instances, we may have to resort to legal action.

We may take action due to the following, this is not an exhaustive list:

- ✗ **Alterations made without permission**
- ✗ **Anti-social behaviour**
- ✗ **Arrears**
- ✗ **Disrepair**
- ✗ **Running a business**
- ✗ **Sub-letting**
- ✗ **Pets**

If you suspect someone is in breach of their lease or transfer Deed, you can report this via your Customer Liaison Officer or using the details on the '**contact us**' page.

Our responsibilities - Guinness will:

- calculate your service charge in accordance with the terms of your lease or transfer Deed
- maintain the structure of the block and the estate where your property is situated, if we are responsible (check the terms of your lease)
- maintain all equipment related to services supplied to the block and estate (lifts, communal fire alarm systems, communal internal and external lighting if we are responsible)
- maintain communal grounds (grassed and planted areas, trees, estate roads and parking areas if we are responsible)
- ensure emergency exits, fire alarms and signage are clearly displayed throughout the communal areas
- prioritise the safety of all residents, our employees and other stakeholders
- consult you before making any changes to your lease or carrying out major communal works
- treat you fairly without discrimination
- offer opportunities to get involved with us.

Buildings insurance



The policy covers major claims such as damage to the building caused by flood, fire, wind and structural failure

When you buy your home on a lease, Guinness will automatically arrange and provide building insurance under a block policy for most of our properties.



The exception is if your home is located in a block or on an estate which we do not own. In these instances it is usually our landlord who is responsible for insurance, and they will often appoint a managing agent to do this for them.

All appropriate leaseholders are charged a fixed amount for this service, and this is included in the annual service charge and collected in accordance with the terms of the lease.

The Policy

The policy covers major claims such as damage to the building caused by flood, fire, storm, wind, vandalism, and structural failure. It will also cover the cost of rebuilding or re-instating the building if there was a major fire or catastrophe.

There is an excess payable which will vary depending on the type of claim being made. If you wish to make a claim under the buildings insurance policy, then please contact us immediately. If there is a delay in notifying us of any insurance claim this may reduce the amount of any money the insurers are prepared to pay in settling any claim.

This insurance does not cover your contents. You are strongly advised to arrange your own contents insurance cover for personal belongings e.g. carpets, furniture, electrical goods, etc.

https://www.guinnesspartnership.com/for-homeowners/your-home/living-in-your-home/insurance/



Service charges

Your payments will represent your home's contribution towards the overall cost of providing services



Your service charge payments are usually a monthly contribution towards an annual estimate of what we think it may cost to manage a block or estate for that year. The annual estimate will include some fixed items of costs (such as insurance, audit fees, management fees etc) and some variable items (usually repairs and maintenance of communal areas).



Your payments will represent your home's contribution towards the overall cost of providing services. The annual estimates may also include a Reserve Fund, which is used to contribute towards the cost of future major work, such as roof renewals and lift replacement.

Reviewing your service charge

Every year we provide you with an estimated service charge for the coming year. We estimate the cost of providing the day-to-day services, and any major repairs or communal redecoration that is planned for the year and will charge you for your proportion of this.

Your lease or transfer Deed will set out what services we provide, what we can spend your service charge money on and what share we'll invoice to you.

You may also pay a fee to cover our costs for managing these services. This might include:

- staff costs
- appointing contractors
- monitoring standards and health and safety regulations
- general administration and business costs such as issuing annual statements, paying invoices and dealing with enquiries

Checking how we use your service charge

You'll get an annual account statement so you can see how much we have actually spent against our initial estimates.

For some leases we include an accountancy fee as part of your service charge. This pays for a review of your service charge account by regulated accountants. They're independent and will make sure the accounts are fair and well managed.

Once we have prepared your annual statement, if we've spent less than what was originally estimated, we'll credit any surplus money back to you. If we've spent more than estimated, we'll invoice you for a share of this amount.

Service charge enquiries

We do our best to make sure our service charges are good value. If you have any queries, please contact us using the details on the '**contact us**' page.



www.guinnesspartnership.com/for-homeowners/rent-and-service-charges/our-charges



Rent is set in accordance with the terms of your lease

Rent

Your lease may require you to pay rent in addition to any applicable service charges, usually where you own less than 100% of the property such as with a Shared Ownership lease. Rent is set in accordance with the terms of your lease and is not calculated to cover the cost of providing services.



This rent helps to cover the costs we incur in financing the unsold percentage of the home as we borrow money to build the home initially. Should you buy further shares in your home, known as staircasing, the proportion of the home you pay rent on reduces accordingly.

Rents may increase every year in accordance with the rent increase provisions in your lease. If you have any queries regarding your rent, please contact us using the details on the 'contact us' page.



www.guinnesspartnership.com/for-homeowners/rent-and-service-charges/our-charges



Making a payment

Rent and service charge payments are usually due on the first of every month, but check your lease or transfer Deed to make sure.

Rent payments are collected by direct debit

Direct debit is the main way to pay your rent and service charge. Monthly payments will be taken straight from your bank account. And you won't have to worry about missing a payment.

This way offers a payment guarantee, so if the bank makes an error, or we do, you'll get a refund as soon as possible.

Call us to set up your direct debit.

You will need your:

- bank's name
- sort code and account number
- payment reference number

To make additional payments or pay us before your direct debit is set up, you can set up a recurring card payment.

Recurring card payment

You can pre-book future payments to be taken from your debit card.

Your payments will be scheduled and taken as agreed. If there are no funds available, the payment will be declined, and you will not be charged.

www.guinnesspartnership.com/for-homeowners/rent-and-service-charges/making-payment/

Looking after your home is your responsibility as well as ours



Repairs

In most cases, homeowners are responsible for any maintenance inside their home. This can include pipes and cables that are exclusive to your home, even if they are located outside. Your lease explains what repairs you're responsible for.



Most communal or shared area repairs will be the responsibility of Guinness to maintain, and your lease will outline this responsibility.
If you're not sure, please contact us.

Who repairs what?

Looking after your home is your responsibility as well as ours.

Your lease will state what you are responsible for and what we will repair. Any repairs we carry out will usually be paid for through your service charges.

Usually, you will find that you need to repair everything inside your home, including the glass in any windows and doors. You may also have to repair any cables and pipes that exclusively serve your home, even if they are located outside.

We are typically responsible for maintaining communal areas, lifts, shared gardens and roofs on our blocks. However, this responsibility may differ depending on the lease.

Always check your lease to verify whose legal responsibility it is to maintain and repair. If you are not sure please contact us.

New model lease

If the home is a new build, you can claim up to £500 a year for the first 10 years to help with essential repairs. For more information, see section 5, Maintaining and living in the home, in the Key information about shared ownership document (KID 3).

If the home is a resale, you can claim up to £500 a year for the first 10 years from the lease start date to help with essential repairs. This home is a shared ownership resale subject to years remaining in the initial repair period. For more information, see section 5, Maintaining and living in the home, in the Key information about shared ownership document (KID 3).

www.guinnesspartnership.com/for-homeowners/repairs-maintenance/?tenure=homeowner

We will always consult you when repairs cost over a certain amount



Maintenance

To keep our buildings in good condition, we have a planned programme for maintaining things that we are responsible for.

Major work

We will consult with you before carrying out work over a certain cost threshold per home. We base our planned maintenance programme on the age, type, and condition of each item.

Costs for planned maintenance programme works will be split amongst residents, based on the specified proportions outlined within the lease. You will be invoiced accordingly upon completion of the works.

Knowing what to expect

We will always consult you when repairs or replacements will cost over a certain amount. For larger repairs to the building or communal areas, this is anything over £250 per home.

We will give you notice and the opportunity to feedback to us before starting any work to your home.

Paying for maintenance with Reserve/Sinking Funds

To help pay for major work, your lease might require you to pay into a Reserve Fund as part of your service charge. This fund helps towards the long-term maintenance of the estate, buildings, communal areas and the parts of your home which are Guinness' responsibility to maintain. It can also cover things like decorating and replacing communal carpets or furnishings.

Benefits of a Reserve Fund?

Paying into these funds spreads the cost of major works. It means it reduces the potential extra costs you may need to pay when we need to carry out major work, and helps to keep your building in good condition.

Your annual Service Charge statement will tell you how much is available in the fund and how it's used.

If you don't pay into a Reserve Fund, or the fund does not have enough to cover the cost of work, you will have to contribute for any necessary repair work when it is needed. We strongly recommend you regularly save money towards this, as maintenance work can be expensive.

What happens when you move out?

If you sell your home, any money that you have contributed to the Reserve Fund or is kept there to be used towards future maintenance. This is because the Reserve Fund is linked to the estate, buildings, and the homes within them, rather than to individual leaseholders.

If you want to make changes to your home, please check your lease first



Alterations or improvements to your home

You won't need our permission to decorate or make simple repairs, but you will for anything more complicated.



If you want to make changes to your home, please check your lease first. The following changes will always need our permission:

- External or structural work to the property
- Changing the layout, pipework and electrics
- Conservatories or extensions
- Key safes
- Changing windows and/or doors

It is important that you get our permission before you make any changes, as otherwise you could be in breach of your lease. This may prevent you from being able to sell or secure a mortgage on your home.

A Shared Ownership lease usually requires us to deduct the value of any improvements you have made when valuing your home for staircasing purposes, so that you benefit from any increase in value. It may not be possible to do this if you have made improvements without our prior permission.

Requesting a change

If you'd like to make an alteration, please contact us with your plans. If we're happy with these, we'll grant permission on condition that you pay for the work and it's done by a reputable builder. To submit your request please complete the form on our website: **www.guinnesspartnership.com/applying-permission-make-change-home/**

A list of our administrative fees can be found on our website, and you may also have additional costs for surveyors and solicitors.

www.guinnesspartnership.com/for-homeowners/your-home/home-improvements/



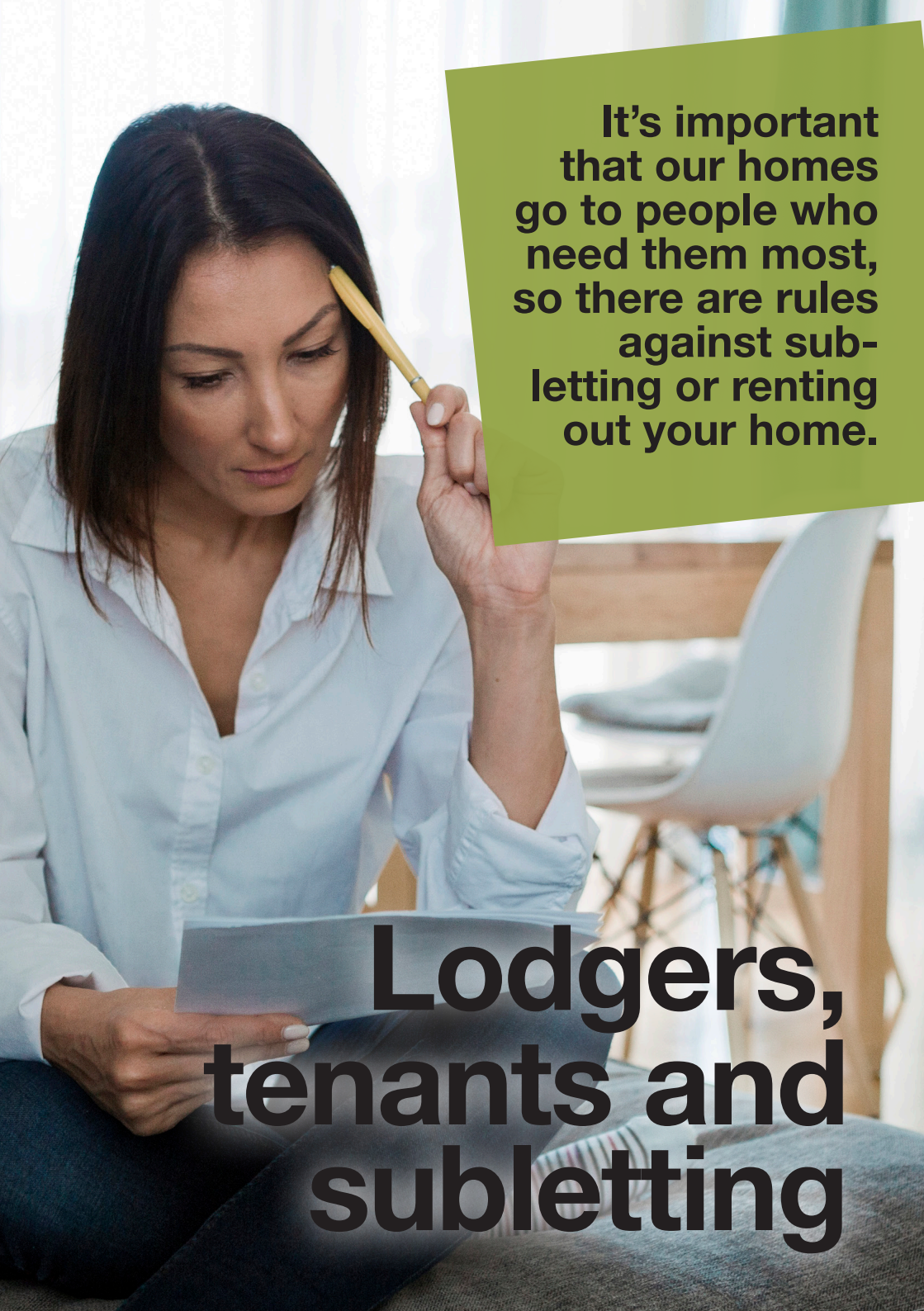
Warranty & defect periods

When the builders hand over new homes to us there is usually a ‘defects period’. This means the developer will fix certain issues inside your home for you, such as the hot water not working or doors jamming.

After a certain period, usually 24 months, these issues become your responsibility, unless your lease stipulates that Guinness is responsible for them.

All our new homes come with a minimum 10-year warranty for major structural faults, starting from the date it was built. If you think your home might have a major structural fault within this period, please contact the warranty provider immediately.

If you have bought a Guinness property from another leaseholder, please check your lease for details of your repair responsibilities.



It's important that our homes go to people who need them most, so there are rules against sub-letting or renting out your home.

Lodgers, tenants and subletting

Your lease will say if you can sublet your property. If you have a mortgage, you might need your mortgage lender's approval too.



Shared Ownership

Shared Ownership homes usually cannot be sublet. If we become aware of a Shared Ownership home being sublet without our permission, we will take action to enforce the lease and will report this to the mortgage lender.

Affordable home ownership schemes – like Shared Ownership – are often publicly funded to help people buy their first home. It's important that our homes go to people who need them most, so there are rules against sub-letting or renting out your home.

Short-term lets

Short term rentals have become increasingly popular, with some websites enabling homeowners to rent their homes to tourists for just a few days at a time. This can be disruptive for neighbours and can add to the wear and tear in communal areas.

Where we become aware of any of our properties being used for short term lets, we will take all possible action to end this. This may include legal action to enforce the terms of the lease, action to prevent the

home from being used for business purposes and working with the mortgage lender.

Applying for permission to sublet your home

We can only give you permission to sublet if the lease gives us this discretion. If the lease simply prohibits subletting, then we will not give our consent under any circumstances.

We will also not agree to vary the lease to remove this restriction.

If your lease permits subletting, you will not need our permission

Things to consider if you're subletting or taking in a lodger

If your lease allows you to sublet your property, the lease terms will still apply to you. So you're responsible for, your tenants behaviour, looking after the property and paying the service charge. If your tenants

breach the terms of the lease, we'll take action against you as the owner of the property.

We therefore recommend subletting your property on similar terms to your own lease. You should also check if your mortgage agreement allows you to sublet.

Your responsibilities

You'll still be responsible for paying any rent or service charge and making sure your tenant is a good neighbour. You must provide us with your new address if you will be residing elsewhere.

You should draw up an agreement with them, so that you're both clear on:

- how long they'll stay with you and an agreed notice period
- which rooms they'll have access to and any services you'll provide
- how much rent they'll pay you and whether they contribute to bills
- any house rules.

You should also consider that:

- you're allowed to earn a certain amount of money from renting out space in your home. But you should check how much this is as you may need to declare it for tax purposes or benefit entitlements
- you're letting a stranger into your home. Find out as much as you can about them and make sure you're comfortable before agreeing to let them move in
- taking in a lodger/sub-tenant can affect your insurance policy, so let your insurance company know
- lodgers/sub-tenants need to register as part of your household, so you'll need to let your local council know
- you may also need consent from your mortgage provider

Please ensure you keep us updated on who is living in your property when anything changes by contacting us using the details on the 'contact us' page.

www.guinnesspartnership.com/for-homeowners/your-home/lodgers-subletting/

We want you to feel safe and secure in your home

Safety



We want you to feel safe and secure in your home. Here's some guidance on how to keep safe:



- Keep fire exit routes clear and do not store items such as mats and plants in corridors, communal areas or exits.
- Know what action to take if there is a fire - if you live in a block of flats this information will be on the notice board near the exit and on the fire action notices.
- Regularly test any battery-operated smoke alarms and Carbon Monoxide detectors in your home and replace the batteries or detector when necessary.
- Close internal doors when you go to bed, especially the kitchen door. This will help prevent the spread of fire and smoke should a fire break out in your home. Closing doors saves energy too.
- Switch electrical items off at night, don't leave appliances and chargers plugged in if they don't need to be. It's also a good idea to shut any internal doors when you go to bed - it's a good energy saver too.
- Unplug any items that aren't being used. Check that items you buy are CE/UKCA marked and visually check cables for any signs of wear and tear. Check the appliance database for recalls and register your appliances here: www.productrecall.campaign.gov.uk/
- Do not store highly flammable items such as gas bottles, patio heaters or cans of fuel or paint on balconies.
- Do not have barbecues on balcony areas due to the risk of fire.
- Make sure that you do not leave young children or vulnerable adults alone with heaters, including storage heaters.
- Please do not put beds next to windows in rooms used by children and vulnerable adults.
- As a homeowner, you're responsible for checking your gas appliances and supplies, unless this is managed by us.

If you can smell gas call the National Grid emergency number on **0800 111 999** immediately. They'll be able to offer gas safety advice and will send out an engineer within an hour.

www.guinnesspartnership.com/for-homeowners/your-home/staying-safe-in-your-home/



Asbestos

If your home was built before 2000, it may include materials containing asbestos.

Asbestos can be a health risk if disturbed and it is often safest to leave it where it is. If you have any concerns about asbestos, please contact us. It is usually the leaseholder's responsibility to remove asbestos unless it is in a communal area.

Water safety

It's important that you have access to safe water, and you aren't put at risk of water-related diseases, such as Legionnaires' disease. We're responsible for making sure that the risk of exposure to legionella is properly controlled within communal water tanks, but there are also measures you can take.

We work hard to provide a great service for all our customers but there may be times when we don't get things right. When we make a mistake we will always apologise, aim to put it right and do things better, so we don't make the same mistake again.

Making a complaint

We learn from our mistakes and use your feedback to improve our services.

We have a dedicated team to help you with your complaint. Full information on how to make a complaint is on our website.

You can contact the Housing Ombudsman at any point for general advice and assistance. Should you want the Ombudsman to consider your complaint for a full investigation, you can contact the Housing Ombudsman directly, but you must wait eight weeks after hearing our final response.

Complaints

Find out more about our complaint process and what to expect on our website. guinnesspartnership.com/complaints



Buying more of your home

Buying more shares is known as staircasing. As you buy more shares in your property, your rent will usually decrease

An advantage of Shared Ownership is that you can buy more shares and, in most cases, eventually own your home outright. Buying more shares is known as ‘Staircasing’.



You can Staircase at any time. As you buy more shares in your property, your rent will usually decrease. If you have a mortgage, your mortgage repayments will increase to cover any additional borrowing. If you want to buy an extra share, you must first get your home valued. We use this valuation to work out the price of the share.

You will need to consider the fees involved. More information about the associated costs can be found on our website: **www.guinnesspartnership.com/for-homeowners/moving-in/buying-more-of-your-home**

If you did not pay stamp duty on the full value of your home, you may need to pay extra stamp duty. Your solicitor can answer stamp duty queries for you. In the case that you cancel your application, or do not complete for any reason, you’ll be required to pay our solicitors’ fees and/or cancellation fees, and our Staircasing fee is non-refundable.

How long does Staircasing take?

The time Staircasing takes varies but is usually between three and six months depending on the complexity.

You need to consider the following:

- how soon can the Valuer value your property
- how busy your solicitor is and if they are experienced with ‘Staircasing’ purchases
- your valuation will only be valid for three months from the date of the report. If you have not completed buying the additional share by this time, you will have to get an updated valuation. We cannot extend your original valuation under any circumstances
- delays in completing the purchase are normally due to problems arranging the finance or gathering legal documents

Buying the freehold of your home

Leaseholders may have the right to buy the freehold of the building as a group depending on certain conditions. This right will be outlined within the lease. If the residents and the freeholder can't agree a price for the sale, then this will be set by the First Tier Tribunal.



Adding or removing a leaseholder

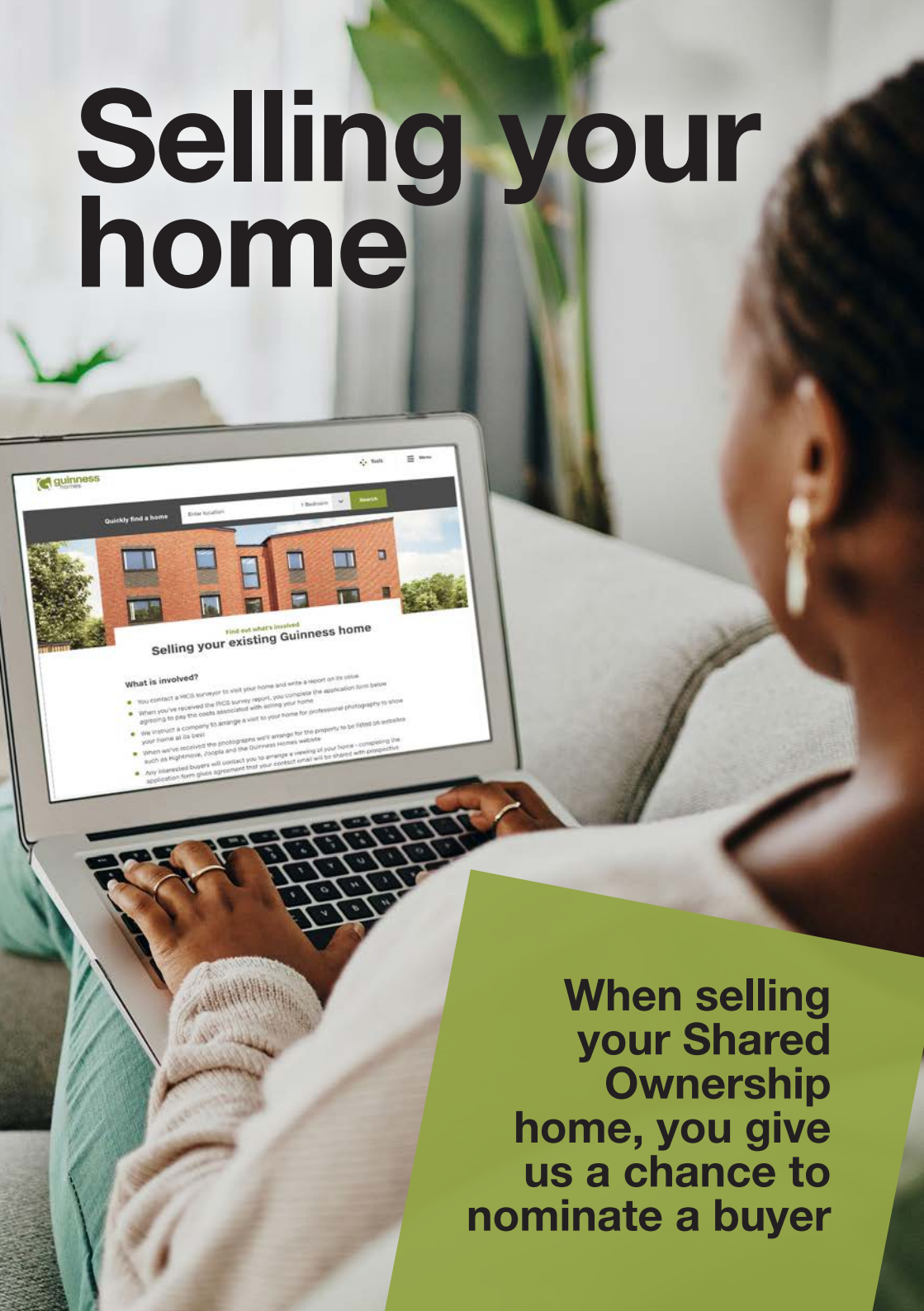
You can add or remove another person from the lease register, which is maintained by UK Land Registry, if everyone involved agrees. You will need permission from us, and from your lender if you have a mortgage.

A solicitor will help you with the transfer of the lease, so there will be legal costs to pay, as well as any costs incurred by us.



www.guinnesspartnership.com/for-homeowners/moving-in/buying-more-of-your-home

Selling your home



When selling your Shared Ownership home, you give us a chance to nominate a buyer

You can sell your home, or share in a home, at any time.

When you sell your Shared Ownership home, you give us the chance to nominate a buyer. This means that for a period of eight weeks we advertise your home to people on our waiting lists and on our website. If we find a buyer for you, we'll charge a fee for this sale. If we don't find a buyer, you can sell your home through an estate agent.

Leaseholders who have 100% ownership can go straight to the open market.



For more information on selling your home, visit:
www.guinnesshomes.co.uk/existing-home-owners/selling-your-home

great service
great homes
a great place to work
and a great business

INVESTORS IN PEOPLE™
We invest in people Gold

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