

## **Consent to Vary a Shared Ownership Lease Information for Shared Owners**

1 This leaflet is about your shared ownership lease. You should keep it with the information and paperwork relating to your home as it could save you time and money if you ever need to make changes to your lease.

2 When you read through your lease, you will have seen a clause which said something like ‘Except under an order of the Registrar (*at the Land Registry*) no deed varying the terms of the registered lease is to be registered without the consent of the Housing Corporation’. Although the Housing Corporation is not a party to your lease, it is the government organisation that provides most of the money for shared ownership housing and it has to make sure that leases are in the proper form to be eligible for public funding.

3 Your lease lets you to do a number of things, including buying more shares in your home or selling your share to somebody else, if you want to move, and tells you how to do it. You do not need the permission of the Housing Corporation to:

- staircase, that is to purchase more shares in the property;
- sell your share of the property to someone else;
- transfer ownership, for example from a joint to single name;
- exercise any of those rights which the lease gives you.

Your solicitor can proceed with these transactions without getting the Housing Corporation’s approval. Your solicitor is likely to know this but showing them this leaflet might be a helpful reminder. It could save you money and speed up your transaction.

4 Sometimes, there may be a need to change the terms of your lease, by making what is known as a Deed of Variation. The list below does not cover every possibility, but the Housing Corporation’s approval will be required to:

- change the basis of service charge calculations or apportionments;
- revise rent review clauses;
- provide a new right, for example access rights over land;
- describe a new definition of the property or estate;
- transfer common parts or other property to the leaseholder;
- reflect new ownership arrangements, for example if the freehold is sold to a third party and the association itself becomes a leaseholder;
- update the lease to reflect new legislation or regulatory requirements;
- extend the term, that is, the length of time which the lease is for;
- correct any mistakes in the lease.

5 You can see from this list that the Housing Corporation's approval under the restriction registered at the Land Registry is needed for things that involve a change to the actual wording of the lease, or for adding or deleting clauses. Its approval is not needed for you to do the things that the lease allows you to do.

6 Once you staircase to 100% the restriction is automatically lifted. If you are buying a house, you usually become the freeholder when you staircase to 100%. Then the lease ceases to apply. If you are buying a flat, you continue to be a leaseholder after staircasing to 100%, but some of the terms of your lease may change.

7 There may be a situation where your landlord wishes to vary existing leases. The terms of leases can only be varied by agreement between you and your landlord or through an order made by a Leasehold Valuation Tribunal, or sometimes a county court. There are specific procedures that need to be followed in these instances and you will need to get legal advice. The Corporation's consent will usually be required for these variations.

8 As a shared owner, your lease gives you a number of rights and responsibilities, and you should always seek appropriate advice if you have queries about your lease. The Housing Corporation publishes *A Charter for housing association applicants and residents* that sets out what you can expect from the service that your housing association provides. Your landlord can give you a copy of the Charter, or you can download it from the Housing Corporation's website [www.housingcorp.gov.uk](http://www.housingcorp.gov.uk).

9 Should you have a dispute with your landlord, they will have a complaints procedure to help resolve the situation. If there are still problems even when you have exhausted your landlord's complaints procedure, you can complain to the Housing Ombudsman Service, known as the Independent Housing Ombudsman. Your landlord can tell you how to do this. But if your dispute is over certain matters connected with your lease, for example the level of service charges or your liability to pay them, then there are other routes of complaint and you should seek appropriate legal advice.