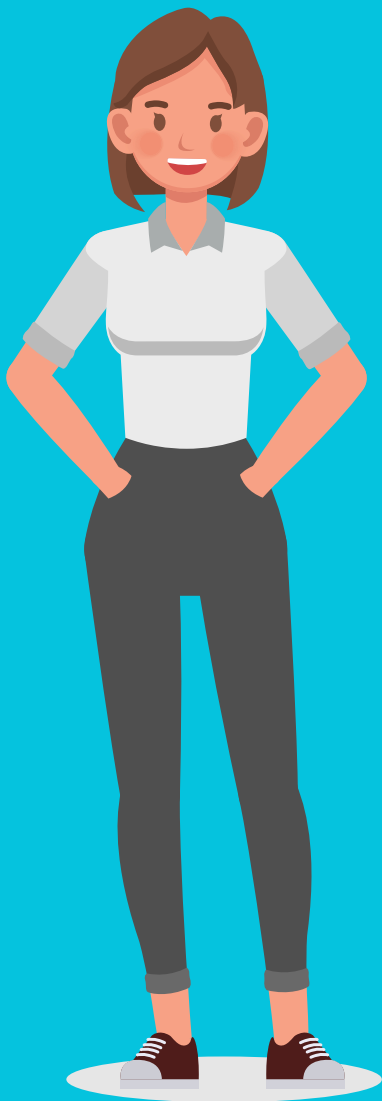


Shared Ownership Handbook (21-26 lease)



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Welcome

Welcome to Stonewater! We're really excited to have you with us and we hope this handbook will provide you with lots of useful information to help you manage your home, as well as pointing you in the right direction if you need support.

It's important to us that our customers are proud of where they live and have a place they can call home. We provide a range of services and support to help this happen and this handbook will help answer any questions you might have, whether you're a new customer or have been with us for a while.

Stonewater manages homes around the country, so to find information specific to where you live you can [contact us](#), or have a look at our website, where you'll always find the most up to date and reliable information - stonewater.org/iownmyhome.



David Ripley
Chief Operating Officer
Customer Experience

What is a shared ownership lease?

Through a shared ownership lease, you purchase a share of your property and pay rent on the rest. The lease is a legally binding document which sets out the rights and responsibilities for you (the leaseholder/lessee) and Stonewater (the landlord/lessor).

Leaseholders also have legal rights under general law, in particular:

- The Landlord and Tenant Act 1985 and 1987
- The Commonhold and Leasehold Reform Act 2002
- The Leasehold & Freehold Reform Act 2024

This statute law gives leaseholders additional rights which go further than those in your lease.

The law in this area can be quite complex, and many leaseholders find it helpful to seek further clarity from the Leasehold Advisory Service (LEASE). This service offers free and independent advice and guidance on issues that affect a leasehold property. These are written and regularly reviewed by a team of professional legal advisors. Details can be found on their website lease-advice.org.

What is a head lease?

We have some properties where Stonewater is not the freeholder, and has a head lease agreement with a superior landlord. This could either be for an individual property or several properties within a block. We then grant shared ownership sub-leases (or under-leases).

The head lease and sub-lease contain covenants, obligations and responsibilities for both Stonewater and the leaseholder. Whether we are the freeholder or not shouldn't alter the service you receive from us, but there may be certain things outside of our control that require approval or involvement from the freeholder.

How does shared ownership work?

Under a shared ownership lease, the leaseholder buys a 'share' of the property and pays rent on the remaining share of the property. The property remains in the ownership of Stonewater (or the freeholder where Stonewater has a Head lease).

The leaseholder can buy further shares in the property (at the market value of those shares at the time of purchase), until they own the maximum permitted within the lease, up to 100%. Buying further shares is referred to as 'staircasing'.

As the leaseholder buys further shares, the rent will be reduced proportionately to reflect the fact that the landlord's interest in the property has reduced.

Managing your home

Your rights and responsibilities as a shared owner

Your relationship with us, and your rights and responsibilities as a shared owner, are determined primarily by two key factors:

- Your shared ownership lease
- Leasehold legislation

This handbook provides guidance around your lease. However, as there are many different arrangements, and the rules and legislation around leasehold can change over time, the handbook is not a comprehensive interpretation of the law.

The handbook will not override or affect the terms of your lease and if there is any difference between the handbook and your lease, the lease will always take precedence. To understand your obligations fully, we always suggest that you speak to your solicitor or Citizens Advice.

Once you have purchased a shared ownership property, although you will not initially own the property outright, you do have the normal responsibilities of a full owner.

This means, for example, that you will be obliged to pay 100% of the outgoings relating to the property and keep the property in good and substantial repair and condition. These responsibilities are set out within the lease and will include, amongst others, that you should:

- Pay rent and all service charges on time
- Pay all outgoings on the property, such as council tax, water charges, gas and electricity bills
- Keep your home in a good state of repair
- If your home is a flat forming part of a block, contribute to all outgoings relating to the building
- Speak to us before carrying out certain alterations or improvements to your home, as some work may require consent from us or the freeholder – we may apply an administration charge for giving consent
- Speak to us if you are considering selling your home, and meet any requirements within the lease in relation to this
- Speak to us if you'd like to sub-let your home as you will require our consent in writing that this is allowed within your lease – we may apply an administration charge for giving consent
- Not do anything that may affect the building insurance policy that is in place for your home
- If your home is a flat, not do anything to your home that might affect the safety of you or anyone else in the building.

Our responsibilities

Where we own your building, we will normally need to:

- Calculate your service charges in line with the conditions of your lease
- Insure the building
- For flats only, maintain and repair the structure of the building as set out in the lease
- Maintain any communal gardens, facilities and estates
- Maintain and clean any internal communal areas
- Allow you to occupy your home without interference unless you breach the terms and conditions of your lease
- For blocks of flats ensure the building meets all safety and compliance requirements and is safe for occupation

Where we have a Head lease in place, these obligations may be the responsibility of the freeholder of the building or estate. The freeholder may then put in place a third-party company to manage the services that are to be provided – this third party is referred to as a Managing Agent. The obligations of the Managing Agent are set out within the Head lease.

Where there is a Managing Agent in place Stonewater will always be your point of contact, and we will raise any service queries directly with the Managing Agent on your behalf.



Buildings insurance

Under the terms of your shared ownership lease we are responsible for providing insurance for the building, including your property. Specific arrangements about the insurance are detailed in your lease.

Building insurance is paid as part of your monthly service charge in accordance with the provision in your lease. It covers major claims such as damage to the building caused by fire, flood, storm, wind, vandalism or structural failure.

It's always best to [contact us](#) first if you are thinking about making a claim through the buildings insurance as we can check if any other warranties may still be in place for your home, such as the NHBC or equivalent warranty, and the required excess.

Where we have a Head lease, the freeholder may be responsible for providing the insurance for the building, including your property. The Managing Agent or freeholder will invoice Stonewater directly, and you will pay this through your service charges.

As a residential leaseholder who has an interest in the building, you're entitled to receive certain key information about the buildings insurance policy. You can download the Summary of Cover from our website stonewater.org/homeownerrepairs or [contact us](#) to request a copy.

Home contents insurance

The building insurance doesn't cover damage to any contents however this is caused - for example, damage by flood from a burst pipe or a fire wouldn't be covered. That's why it's important to think about home contents insurance.

Home contents insurance is there to help protect the contents of your home and your possessions.

No matter how careful you are, there's always a risk that your belongings could be broken, damaged or stolen, so home contents insurance can help provide peace of mind. It's a good idea to consider what a home contents insurance policy would cover to help you make an informed decision about the level of cover you may need.

We suggest you look for providers who are regulated by the Financial Conduct Authority (FCA).

To help you decide what level of home contents insurance you might need, the National Housing Federation has teamed up with Thistle Tenant Risks and Great Lakes Insurance UK Limited to provide the My Home Contents Insurance Scheme - a specialist residents contents insurance policy.

This can offer you insurance for the contents of your home, including cover for items such as furniture, carpets, curtains, clothes, bedding, electrical items, jewellery, pictures and ornaments.

To find out more, visit thistlemyhome.co.uk or visit stonewater.org/homecontentsinsurance.

You can also call **Thistle Tenant Risks** on **0345 450 7288** or request a call back.

MyHome and MyRewards

[MyHome](#) is our safe and secure online portal that lets you manage your home 24 hours a day, 7 days a week.

You can use MyHome on your computer or download the app (just search for "Stonewater MyHome") to pay your rent and service charges, report communal repairs, and more. New services are added regularly, bringing you the tools you need to manage your home at the touch of a button.

Signing up for MyHome also gives you access to MyRewards, where you can access a huge range of retailer discounts and earn points on your everyday spending. Our customers have told us that real, tangible benefits to help with everyday living costs is what would help them most, and we're proud that MyRewards offers this.

To set up a MyHome account you will need your account number, which can be found on the rent and service charge letters we send out, and we must have your date of birth recorded on our system.



Keeping pets

At Stonewater, we recognise that pets provide a range of benefits to their owners, such as companionship, a means to socialise with others, and a way to keep active.



Owning a pet isn't for everyone and we also have a responsibility to ensure that we provide balance, making sure pet ownership doesn't impact on the rights of others to enjoy their homes and neighbourhoods.

When we give consent to keep pets, it's under the condition that our customers will be responsible pet owners and ensure that their pets do not cause nuisance to those around them. You can find out more in our Pet Policy or read our guide to pet ownership on our website stonewater.org/pets.

If you live in a house, you still need to [contact us](#), as some house leases contain pet restrictions.

If you are an existing shared owner in a flat and want to get a new pet, or a new shared owner who wants to get a pet or has a pet that you want to bring with you when you move into your new home, the first thing you need to do is [contact us](#) and tell us. We'll be able to help you with the process, explain the terms and conditions around pet ownership, and discuss any lease restrictions with you.

Where we have a Head lease in place or there is a restrictive covenant within the land transfer for the estate, we may need to seek consent from the freeholder or Managing Agent for you to keep a pet.

Improving or altering your home

Consent

You are responsible for the internal decoration of your home, and you do not need our consent to decorate or carry out other minor improvements to your home. This may include things like new kitchen units or a new bathroom suite. Major alterations such as adding a conservatory, replacing the windows, electrical rewiring or moving of internal walls will require consent.

If you have any questions or would like more information about getting consent for alterations and improvements, please visit our website stonewater.org/permissions or [contact us](#) and let us know, in detail, what you plan to carry out. We will then tell you if your plans require consent or not. You may also need planning consent and must comply with relevant Building Regulations.

If consent is required, there is an administration fee for reviewing alteration or improvement applications.

In most instances, we'll approve your request and will only withhold consent if we have a good reason, for example, if the improvement will:

- breach the conditions of the lease
- breach building or planning regulations
- make your home less safe
- affect the structure of adjoining buildings

If you do not obtain written consent for works carried out, this may affect any future sale of your property, so please [contact us](#).

Retrospective consent

If you have already made alterations to the property without our consent, you may be able to request retrospective consent.

We might need to inspect the work first and, if we have any concerns or are not satisfied with the work that's been carried out, we may ask you to either make repairs or restore the property back to its original condition.



Buying more shares in your home (staircasing)

Your lease will set out when and how you can buy more shares in your home. For example, if you initially purchased 25% of your home and rented 75%, and then you purchased another 25%, you would then own 50% and rent 50%.

This process is known as staircasing. Within your type of lease you have the option to buy more shares of as little as 1% each year, which is known as the 1% incremental staircasing for up to 15 years. It enables you to gradually build up the ownership you have in your property when the time is right for you.

There's no pressure to staircase however, if you wanted to, you could buy up to 100% of your home. For some customers the maximum shares they can buy is 75% or 80% as there will be a restriction within the lease to ensure the home remains within affordable housing.

If you would like more information about staircasing, please [contact us](#).

Remortgaging

If you are changing your mortgage lender or want to borrow more than your original mortgage amount, you will need to [contact us](#) first.

In some instances, you may need to borrow more against your mortgage, and we will consider any further advance of borrowing as part of your application on a case-by-case basis alongside the Government guidance.

Transfer of ownership

We know that sometimes things in life change and your living arrangements may need to change along with it. You can add an extra leaseholder or remove a leaseholder from the shared ownership lease if all existing leaseholders agree.

You'll need consent from us and your mortgage lender in both cases, and your rent and service charge account must be paid in full before we can do this.

There will be legal costs involved in doing this as you'll need to appoint a solicitor to deal with the transfer of the lease for you, and there will be an administration fee payable to us. If you would like more information about this, please [contact us](#).

Selling your home

If you'd like to sell your home, please get in touch with us first so we can advise you on the next steps.

In most cases, the shared ownership lease will allow us a nomination period to find a suitable purchaser. If a suitable purchaser is not found within the period, then you will be able to advertise your property with an estate agent.

Important things to note are:

- When you sell your home, you'll only be entitled to receive the value of the share you've purchased - for example, if you own a 50% share in your home you'll be entitled to 50% of the full value from the sale (less any administration / legal fees and other money you may owe)
- If a sale is agreed during the nomination period, you must not sell your share for more than the current market value and the valuation must be valid at the exchange of contracts. To ensure a fair valuation, you'll need to appoint a qualified valuer
- Some leases and planning regulations restrict sales to local people only, particularly in rural areas
- There will be costs involved as you will need to instruct a solicitor or licensed conveyancer to arrange to transfer your home to your buyer. They will ask us for certain information before the sale and, under the conditions of your lease, we're entitled to charge you a fee for providing this information

- Before you've completed the sale, your solicitor must [contact us](#) and arrange for you to complete and sign any necessary documents and settle your account with us. We won't be able to update our records or recognise the change of ownership until this is done.

The arrangements for re-selling properties on schemes we manage vary depending on the terms of the lease. For this reason, we strongly advise you to consult your lease or a solicitor first before taking any action in connection with re-selling your property.

If you are thinking of selling and need further information, you can find out more on our website stonewater.org/selling or [contact us](#) to speak to the team.

Extending your lease

Your lease has a term of up to 990 years so it's unlikely that you will need to extend your lease, but if you have any questions about this please [contact us](#).

Renting or sub-letting your home

Generally, your shared ownership lease will not allow you to rent out your home but allows for some situations in which we can give you consent to sub-let.

If you are thinking of sub-letting, please [contact us](#) first to discuss this.

Administration fees

We may carry out work for you that is not covered by any management charge you pay. On these occasions, we'll charge a direct administration fee, which is payable before the work is undertaken.

These fees cover our costs, including administration and stationery, staff time involved in carrying out the work and our wider business overheads, such as the costs to operate our offices and maintain our computer systems.

Our fees are benchmarked against similar organisations that provide similar services and are reviewed on a regular basis. To view our fees, please visit our website stonewater.org/iownmyhome.



Rent and service charges

When you buy a shared ownership home, you'll pay rent and service charges in addition to your mortgage payment.

Paying your rent

Rent is payable on the proportion of the property that you don't own and will depend on what share of the property has been retained by Stonewater.

Your rent will be collected by Direct Debit, and will be reviewed from April each year, or as set out in your lease. We will write to you in advance to let you know if your rent amount changes.

What are service charges?

As a leaseholder you pay a service charge for the delivery of services to your property and building, or on your scheme. This may include things like cleaning, lighting, secure door entry, grounds maintenance, reserve or sinking funds, and the cost of managing these services.



All leaseholders must pay a reasonable share of the cost of the work and services we carry out, and you should refer to your lease for more information on your liability towards paying these service charges.

Your service charges are variable, meaning we estimate costs for the forthcoming year in advance and then balance the account at the end of the year, adding any credit (surplus) or debit (deficit) to your account.

We want to help you understand service charges at Stonewater, so we've put together a handy Service Charge guide to give you all the information you need. This is available to view and download on our website stonewater.org/servicecharges. This information is for all Stonewater leaseholders to give a general idea of service charges. It won't detail your specific charges, and you'll be sent a summary of these separately.

What do I pay service charges for?

All leaseholders will pay for certain services such as buildings insurance, scheme repairs and maintenance and management fees.

Some services you receive may vary according to where you live, the type of property you have, and the obligations set out in your lease. If you live in a property where there are shared internal communal areas, then you will receive more services as there will be more facilities and equipment to manage and maintain. This could include lifts, lighting and communal cleaning.

Any money paid by leaseholders relates solely to the scheme that their property is part of and is accounted for separately.

Money paid towards reserve or sinking funds for long-term maintenance and renewals are held in trust and any interest from that investment is credited back to the fund. You will see the interest shown separately on the reserve or sinking fund statement.

Ways to pay

The quickest and easiest way to pay is by logging into MyHome and setting up a secure online payment, wherever and whenever it's most convenient for you.

You can use our website or download the MyHome app for free from Google Play or the App Store.

You can also set up a Direct Debit which automatically takes care of your payments for you - call us on 01202 319 119 and we can arrange this.

We do offer other ways to pay which you can find on our website stonewater.org/payingrent.

When to pay

You are usually required to pay your rent and service charges monthly, in advance, in line with your lease.

Worried about paying?

If your circumstances change, or you find you're struggling with your rent and service charges, please get in touch with us as soon as possible. We're here to help, and you can find lots of information on the [Money Matters](#) page on our website.

If you'd like more advice about what support you may be eligible for, give us a call or complete the form on our [Money Matters](#) page and we'll get in touch at a time that is convenient for you.

We can also provide information on specialist organisations that can offer advice and help with any benefits, debts or access to grants.

If you're worried about your mortgage repayments, please also contact your Mortgage Lender directly, as they may be able to help you through the Mortgage Charter. For more information about this, visit the government's website [Mortgage Charter - GOV.UK](https://www.gov.uk/mortgage-charter).

Further help and advice is available at stonewater.org/moneymatters or visit the government's Cost of Living Support website www.gov.uk/cost-of-living.



Estate services

We know that keeping your community a clean and tidy place to live is important to you, which is why in some areas we employ contractors to help with work such as:

- Cleaning internal and external communal areas
- Leaf and litter collection
- Removing low-level fly tipping
- General caretaking jobs, such as changing communal light bulbs
- Grounds maintenance, such as grass cutting
- Hedge and shrub maintenance

If you do receive any of these services, you'll pay to help cover these costs through your service charges. We do not make any profit from service charges, and only recover the actual costs of delivering the services for your scheme.

To help keep your service charges fair and as low as possible, the service we provide to you is designed to help maintain the area you live in, not to provide specialist services such as landscape gardening.

If you'd like to find out more about the type of work we do and when, you can request a copy of our Estate Services guide or visit our website stonewater.org/estateservices.

What if I don't feel I'm getting the services I pay for?

We know we don't always get things right and if at any time you feel we aren't delivering the services we should be, please let us know. You can report an issue on [MyHome](#) or by using the following link stonewater.org/estateservices.

If the issue relates to services that are provided by a Managing Agent, you can [contact us](#) to report them. We will then liaise directly with the Managing Agent to follow these up.



Repairs and maintenance and Major Works

Repairs and maintenance

In an ideal world nothing would ever go wrong or break in our home, but we all know that some things don't always go to plan. Whether that be a blocked toilet or loss of heating and hot water, we know how much it impacts daily life. We can't always avoid it happening, but we want to make sure you know what to do if something goes wrong with your home.

As a shared owner, you are largely responsible for all the repairs and maintenance in your home. However, for certain shared ownership customers, your lease will outline the support Stonewater are able to provide as a landlord for a certain period. This guide gives an overview of what you can expect when looking at repairs in your home.

Defects period

If you have bought your home from new, your property will be in a defects period for a certain amount of time. Stonewater will have told you the date when your specific home was completed, and so any repairs you may come across should be reported as a defect (explained below) if you are within 12 months of that date.

Defects are significant faults that occur due to poor materials, design, workmanship and any electrical and plumbing faults. Accidental damage, vandalism or minor shrinkage, dinks and cracking within the drying out period are not classed as defects.

To report a defect in your home, please [contact us](#).

We will work with the developer that built your home to ensure that any defect is picked up and resolved within this period.

As we reach the one-year anniversary of the completion of your home, we will carry out an inspection to allow you the opportunity to raise any remaining defects that might be outstanding.

It's important to note that not everything will be classed as a defect to be rectified by the Developer or Stonewater. For instance some items might be classed as 'snags'. A snag is generally considered as a minor imperfection or something cosmetic. A snag doesn't affect integrity or functionality, rather it detracts from the aesthetic finish.

A defect on the other hand is something that will generally impact the functionality of your home and therefore be picked up for remedy during this period.

It is important to remember that, if you wish for a repair to be looked at as a defect, you do not attempt to complete the repair yourself or arrange for it to be repaired, as this will invalidate the defect cover.

National House Building Council (or similar) warranty

If you bought your home from new, your home comes with a 10-year NHBC (or similar) warranty. This means that if there is anything structurally wrong with your home, you may be able to pursue a claim to cover the cost of remedy or organise the works through the NHBC or (similar warranty) provider.

As part of your purchase, you will have been provided with confirmation of the NHBC (or similar) warranty in place for your home. Some claims need to come through Stonewater for approval and you can find details on how to claim below.

If you think there is a repair in your home that impacts the structure and you wish for this to be investigated through your NHBC (or similar) warranty, please [contact us](#) and we will advise you of the next steps.

It is important to remember that, if you wish for a repair to be looked at under the NHBC (or similar) warranty, you do not attempt to complete the repair yourself or arrange for it to be repaired, as this will invalidate the warranty.

If you are not the original owner of the shared ownership home and the home is still within the 10-year warranty period, then you may still be able to pursue a claim.

The NHBC (or similar) warranty information should have been passed to you by the previous owner when you bought your home.

Initial Repair Period

Within a 21-26 shared ownership lease, once your property is out of the 'defects period', you have the benefit of an 'Initial Repair Period'. This starts from the date your shared ownership lease was granted and lasts for 10 years. During this period, you are entitled to:

1. External and structural repairs

Stonewater are responsible for certain External and Structural Repairs at no cost to you. It is likely that the majority of these repairs would be covered by the NHBC (or similar) warranty, however Stonewater would cover the cost of any excess or administration fees payable under the terms of the warranty or insurance policy in relation to any claim.

External and structural repairs mean essential repair works to:

- the load bearing framework of the Premises;
- the external fabric of the Premises; and/or
- the Service Media forming part of (but not exclusively serving) the Premises
- all other structural parts of the Premises, including the roof, foundations, joists and external walls of the Premises

For the avoidance of doubt, the term "External and Structural Repairs" doesn't include general maintenance, redecoration and renewal work.

2. Annual repairs allowance

As per the terms of your lease agreement with us, you are entitled to claim up to £500 per year for certain qualifying repairs during your initial repair period.

Please refer to the specific guidance provided on what is included. If you would like a copy, please let us know.

If you are not the original owner of the shared ownership home, you would have been notified

during the purchase of your home how long is remaining on your Initial Repair Period, as this information would have been shared by the previous owner. Please refer to the specific guidance provided on what is included. If you would like a copy, please let us know.

Warranty on components in the home

Certain parts of your home, such as the boiler, windows and doors, will come with a warranty, and details of any applicable warranties would have been handed to you when you moved in. You'll need to activate any warranties, if not activated already - please do this as soon as possible to avoid any delays should you need to make a claim.

If you have a question over whether something is covered by a warranty or are having difficulties tackling any issues arising under warranty, please [contact us](#) and we will be able to support you with this.

If you are not the original owner of the shared ownership home, this information should have been passed to you by the previous owner when you bought your home.

Repair responsibilities for houses

If you live in a house or bungalow, you're generally responsible for all repairs to your home – regardless of whether you own part of or all the property.

This means, for example, that you are obliged to pay 100% of the outgoings relating to the property and to keep the property in good and substantial repair and condition.

This includes the structure of the house, the roof and the windows.

Repair responsibilities for flats

If you live in a flat, subject to the Initial Repairs Period, you're generally responsible for all repairs within your flat. As your landlord, we're normally responsible for keeping the structure and outside of your home and block in a good state of repair. The exact details of our responsibilities will be detailed in your lease – here's a few examples of what we might be responsible for:

- The roof and outside walls
- Outside doors, windowsills, window frames (subject to the lease but often not the glass in the outside doors or windows), including necessary painting and decoration
- Outside drains, gutters and pipes
- Pathways, steps or other access routes
- Shared entrances, stairways, halls and passageways
- Communal lighting
- Lifts
- Bins or other facilities for storing rubbish
- Door entry systems
- Communal aerial
- Communal fire alarms

What are Major Works?

Major works are one off or larger scale work carried out at a block or scheme.

Examples of Major Works if you live in a flat include:

- Renewing the roof
- Replacing windows (subject to responsibility within the lease)
- Repairing or renewing a lift
- Installing door entry systems
- Re-decoration works to internal communal areas and exterior parts of the building
- Renewing fire safety systems

Examples of Major Works for houses and flats on a scheme include:

- Resurfacing of scheme roads and parking spaces

Sometimes we will combine work if it makes sense to do so. For example, if the outside of your scheme needs painting and the windows

need replacing, we will do both at the same time. This will save you money as you will only need to pay for scaffolding once.

How and when must I pay charges for Major Works?

Some schemes have a reserve fund, sometimes referred to as a sinking fund. The purpose of a reserve fund is to collect an annual contribution each year from leaseholders to build up a fund which then pays for future Major Works, such as window or roof replacements as well as cyclical decoration of the scheme.

We will collect the reserve fund from the start, including during the Initial Repair Period to allow the fund to build up, although we cannot use it during the initial repair period for external or structural repairs.

Building up the reserve fund helps homeowners to avoid needing to make large, one-off payments through their service charges when these works are required.

We hold these reserve funds in trust, and they attract both interest and Trust Tax. If you have a reserve fund set up for your scheme, we will send you an annual statement with your service charge demand and notify you of your annual contribution to the fund, which is collected as part of your service charges.

If you do not have a reserve fund, or there is not enough to cover the full cost of Major Works carried out to your building, these costs will be applied to your service charges account in a lump sum. Your Income Officer will then work with you to agree a repayment plan so that the costs are repaid within the financial year.

If you live in a building over 11m in height, where you have a qualifying lease, you may be protected from certain fire safety remediation costs under the Building Safety (leaseholders protections) Regulations. We will inform you where these protections apply.

Section 20 - consultation on repairs and maintenance

The Landlord and Tenant Act 1985 and 1987 and the Commonhold and Leasehold Reform Act 2002 requires that you must be consulted before we:

- Carry out work above a certain value or
- Enter a long-term contract (one for more than 12 months) for the provision of services

So, we must formally consult all those who will contribute to the cost where we propose to:

- Carry out work which would cost any individual leaseholder more than £250 or
- Enter into a long-term contract which would cost any leaseholder more than £100 a year

There may be occasions where work is required within a specific timescale, which means we are unable to follow the Section 20 consultation process, for example any work that relates to health and safety.

Where this is the case, we will work with our customers to consult as much as possible and follow a process to apply for Dispensation, or limit the charges made to the agreed caps.

Management Companies & Managing Agents

Management Companies

A Management Company collectively owns or is responsible for managing communal areas at a scheme, estate or block. For example, the external communal areas in new developments often aren't adopted by the local Council, and this is where a Management Company may be created to own and manage these spaces.

The Management Company is made up of freeholders or leaseholders who own properties at the scheme, estate or block. They are referred to as 'members' of the Management Company. Members of the Management Company can come together to self-manage; however, they often then appoint a Managing Agent to manage the scheme, estate or block on their behalf.

Managing Agents

A Managing Agent is appointed by the freeholder or the Management Company to manage services on their behalf, and the responsibilities will vary depending on the management agreement between the two parties.

Many of our homes have a Managing Agent in place providing services such as maintaining estates, roads and green spaces, or the management of communal areas in blocks of flats.

If there is a Managing Agent for your home, you will pay a contribution for the services provided through your monthly service charges.

You can report issues relating to services provided by a Managing Agent to us. We will follow these up directly with the Managing Agent and keep you informed.

Annual and Extraordinary General meetings

If there is a Management Company in place, Stonewater, as the freeholder or Head lease holder of a shared ownership property, will be a member of the Management Company. Where possible we will attend Annual General Meetings (AGM's) or Extraordinary General Meetings (EGM's). If this is not possible, we will engage with you and the Management Company to make sure your views are heard.

Right to Manage and Collective Enfranchisement

Right to Manage

Under specific circumstances, leaseholders have a legal right to exercise what is known as the Right to Manage. This right was introduced by the Commonhold and Leasehold Reform Act 2002 and empowers leaseholders to form a company and take over the management of their scheme or appoint another Managing Agent. Please [contact us](#) if you would like more information on Right to Manage.

Collective Enfranchisement

Collective Enfranchisement is a right for the owners of flats in a building to join together and buy the freehold of that building. This right is set out within the Leasehold Reform Housing & Urban Development Act 1993 (as amended) and is subject to qualifying criteria. Please [contact us](#) if you would like more information.

Health & Safety

Providing customers with a safe home is extremely important to us. As a landlord we make sure that we meet the British Standard requirements to ensure homes are safe.

You can find out more about how we do this by visiting stonewater.org/healthandsafety.

Below are examples of how you can help us to keep you and your neighbours safe, and these may vary if you have a flat or a house:

- Installing fire and carbon monoxide detectors in your home and testing them regularly
- Allowing us access when we need to test and maintain any safety devices installed in your home, including your flat entrance door
- Making sure you, and anyone else in your household, know what to do in the event of a fire in your home or any other part of the building
- Letting us know if you or anyone else need assistance to leave your home in the event of an emergency in the building
- Not making any changes to your home which could impact the safety of the building
- Not changing or altering your entrance fire door without our consent and making sure it is kept in good condition
- Keeping communal corridors and fire escape routes clear and free from storage
- Not damaging, interfering with, obstructing or removing any safety system or device installed within communal areas

Customer involvement and consultation

We believe the best way for us to improve our services is to work with our customers. We value what you have to say about us and we welcome your ideas on how we can improve.

By getting involved and giving some of your time, no matter how little, you can make a real difference. You don't need any special skills or qualifications and however you choose to get involved, you will be warmly welcomed.

If you want to make a difference, it doesn't have to be time consuming or complicated. You can get involved by completing surveys, joining one of our customer panels or sharing your feedback on our online forum, [the Customer hubb](#).

You can find all the ways to get involved on our website by visiting stonewater.org/getinvolved.



Compliments and complaints

We know that occasionally we may make mistakes and that you might not always be happy with the service we provide.

When this happens, we want to work with you to make it right. By working with you through our complaints process, we can learn from our mistakes and make sure the same problem does not happen again. This will help us to improve the services we provide.

Alternatively, if we've done something well and you're happy with the service provided, we'd like to know about it. This helps us to understand what you think is a good standard of service and it means that our staff will know when they have done a good job.

How to make a complaint

If you have a problem in your home, community, or with a Stonewater service, the first thing we'll do is try to sort out any concerns you may have and find a solution.

If we haven't been able to put it right, you can make a formal complaint to us.

We're committed to learning from every complaint we receive and improving things so we don't repeat mistakes. By doing this, our aim is to deliver great customer experience as often as possible.

You can make a complaint in any of the following ways:

- By completing a form on our website stonewater.org/complaints
- By calling our Customer Service Centre on 01202 319 119
- By emailing us at customers@stonewater.org
- By writing to us at:
 - Stonewater, Suite C, Lancaster House Grange Business Park
 - Enderby Road
 - Whetstone, Leicester
 - LE8 6EP
- By sending us a direct message on social media

Neighbourhood disputes

Here at Stonewater, we want to make sure your community is a safe and welcoming place to live. We will always support you if you are experiencing something that is causing you stress or anxiety, but there are some cases where there may be nothing we can do.

You can report any issues confidentially through our website stonewater.org/asb.

Our team and how to contact us

If you have a query about your home or neighbourhood, please [contact us](#).



Glossary of technical and legal terms

We have tried to keep technical and legal terms to a minimum, however there are some terms which are used throughout this handbook, so we have explained what they mean below:

Freeholder

This means the party who owns the freehold of a scheme, such as the fabric of the building within which a property resides and the common parts.

Landlord

This means the party from whom you and other residents on your estate hold your lease. This may or may not be the same as the freeholder.

Superior Landlord

When granting a lease, there may be layers of landlords. For example, the freeholder (who owns the building forever) may grant a lease of the whole building to a leaseholder who may then grant further subleases of the individual flats.

Head Lease

A Head lease is usually a superior lease over a building. Out of this Head lease, subleases are granted. The common scenario is a Head lease over a building containing flats, which in turn grants subleases to individual flats in a building.

Leaseholder

This means the owner of a long lease of a property; the word lessee has the same meaning and can be used interchangeably.

Scheme

We group some of our properties into schemes. The scheme may have a name that differs from your road name or your personal address as this refers to a wider group of properties and addresses.

The Leasehold Advisory Service (LEASE)

LEASE is a Government funded body offering free and independent advice for residential leaseholders.

Landlord and Tenant Act - 1985 & 1987

The 1985 Act (Section 11) sets out the landlord's repairs and maintenance responsibilities when a lease has been granted.

The 1987 Act sets out certain leaseholder rights and regulates the management of leasehold properties by registered housing associations.

Commonhold and Leasehold Reform Act 2002

The 2002 Act made various changes to the law relating to leasehold properties, including introducing the Right to Manage.

Leasehold and Freehold Reform Act 2024 (LFRA 2024)

The LFRA 2024 aims to make long-term changes to the residential leasehold property system to improve homeownership for leaseholders by empowering them and enhancing their consumer rights.

Leasehold Reform Housing & Urban Development Act 1993

This Act introduced significant rights for leaseholders in the UK, allowing flat owners to extend their leases and purchase their freeholds. This aims to provide greater security and fairness for leaseholders.

How to get in touch:



Go to

myhome.stonewater.org

Report repairs, set-up a direct debit
and manage your tenancy 24/7

Call us on

01202 319 119

Lines are open Mon-Fri 8am-8pm
and Saturday 9am-1pm

Go to

stonewater.org

For the latest news and livechat



Join the conversation

discuss.stonewater.org

Give feedback and more

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September 2025