

# Interested in buying your own home?

A legal guide to Right to Buy



You may be able to buy the home you currently rent at a lower price than the full market value through the Right to Buy scheme.

This leaflet is a summary of the law relating to Right to Buy and the options available.

If you are interested in buying your own home, then please speak to us first of all on **0300 123 3516** or **0800 916 1444**.

We recommend that you also seek independent legal and financial advice about your individual circumstances and to help with the legal process of buying a home. You should also seek independent financial advice about the different types of mortgage available.

**Remember, buying your home is probably the biggest financial decision you will ever make - so take time to consider if it's right for you.**

For further information, please contact us on **0800 916 1444** (landline) or **0300 123 3516** (mobile), or email [contactus@sanctuary-housing.co.uk](mailto:contactus@sanctuary-housing.co.uk) for a copy of the 'Buying your own home - frequently asked questions' leaflet, alternatively you can download it from [www.sanctuary-housing.co.uk/right-to-buy](http://www.sanctuary-housing.co.uk/right-to-buy). You can also visit the Communities and Local Government website [www.communities.gov.uk](http://www.communities.gov.uk).

## Midlands Voluntary Right to Buy Pilot

Sanctuary Housing will be taking part in the Midlands Right to Buy pilot for housing association tenants. More information will be provided on our website as it becomes available.

If you are interested in finding out more, please bookmark the following web page:

[www.sanctuary-housing.co.uk/right-to-buy](http://www.sanctuary-housing.co.uk/right-to-buy)

# Preserved Right to Buy

## Preserved Right to Buy (PRTB)

This applies to former secure local authority tenants who have changed landlord when their home transferred to Sanctuary Group from the local authority. These secure tenants become assured tenants as part of the transfer but keep their statutory right to buy their home at a discount.

This information meets the requirements of Sections 121AA and 121B of the Housing Act 1985 and the Housing (Right to Buy) (Information to Secure Tenants) (England) Order 2005 as applied by Section 171A of the Housing Act 1985. This is a general guide and is not a substitute for independent professional advice.

## 1. Who has the PRTB?

### 1.1 You may be eligible for PRTB if you:

- Are an assured tenant of a member of Sanctuary Group and
- Were previously a secure tenant of a local authority and you became an assured tenant when ownership of your home was transferred to Sanctuary Group (or to a housing association which later became a member of Sanctuary Group) and
- Have spent at least three years as a public sector tenant
- Occupy the property as your only or principal home and
- Were living in your home on the date it was transferred to Sanctuary Group (or to a housing association which later became a member of Sanctuary Group) or
- Are the joint tenant of a tenancy with a person who satisfies all of the above or
- Became a tenant of your home under family law proceedings in place of a person who satisfied all of the above or
- Are a family member of a previous sole tenant who satisfied all of the above in respect of your home and you inherited the tenancy or succeeded to the tenancy under a statutory succession or
- Are a family member of a previous sole tenant who satisfied all of the above in respect of your home and the tenancy was assigned to you by the previous tenant.

### Note

- *If the tenancy is in joint names, both parties must sign the application form if they wish to purchase*
- *Your husband, wife or civil partner may share in the right to buy with you if the property is their only or principal home*
- *Up to three family members can join in the PRTB if they can prove they have lived in your home for at least 12 months before you apply.*

### 1.2 You may not be eligible for PRTB if:

- We are not your landlord or
- You have not spent at least three years as a public sector tenant
- You do not occupy the property as your only or principal home or
- Your home is let to you in connection with your employment or
- Your home is designed for people who are physically disabled, for occupation by people with mental ill health, who have other special needs or is suitable for elderly residents or
- Your home was first let before 1 January 1990 and has features suitable for elderly persons. Please ask for more details of whether this applies to your home or
- We have served you with a notice that we intend to demolish your home within a specified period or
- A court order has been made, meaning you have to vacate your home by a specific date or
- You are or are about to be declared bankrupt or you have an arrangement in place with your creditors which remains to be fulfilled or
- Your tenancy has been demoted to an assured shorthold tenancy because of antisocial behaviour or
- A court has made an order suspending your right to buy because of antisocial behaviour or the use of your home for unlawful purposes.

### 2. How to apply for PRTB

- We will supply you with an application form (called a RTB1) on request
- You must complete form RTB1 and return it to us
- We will let you know in writing if you qualify for the PRTB within four weeks of receipt of your application, if we were your landlord through the period of your tenancy, or eight weeks if you were the tenant of another landlord during this time.

- If you qualify for the PRTB, a valuer will contact you and arrange to visit your home to carry out an open market valuation
- Within eight weeks (you have the right to buy the freehold of your home - usually if you live in a house) or 12 weeks (you have the right to buy a leasehold interest in your home - usually if you live in a flat), we will send you a written offer notice setting out the sale terms
- If you wish to proceed on the terms set out in the offer notice, you must tell us no later than 12 weeks from the date of the offer notice that you wish to proceed
- Please note that you can withdraw your application at any stage if you wish.

### 3. Price payable

- The valuer will value your property and inform us of the open market value of your home, not taking into account any improvements you may have made to the property. In addition, any failure by you to keep the internal of the property in good repair will also be taken into account
- If you qualify for the PRTB, you are entitled to a discount on the open market value. We will work out the discount you are entitled to. We will deduct the discount from the market value – this equals the purchase price. If you have received a previous discount in respect of an earlier purchase, that discount is deducted from the discount for the current application
- The minimum qualifying period for a discount is three years as a public sector tenant
- The following discount levels will apply:
  - 3 years – 35% discount for a house and 50% discount for a flat
  - 4 years – 35% discount for a house and 50% discount for a flat
  - 5 years – 35% discount for a house and 50% discount for a flat
  - 6 years plus – add 1% per year for houses (up to 70% or the cash maximum – whichever is lower), add 2% per year for flats (up to 70% or the cash maximum – which ever is lower)
- The discount can be no more than 70% of the open market value of your home. However, the value of the discount entitlement can never be more than a maximum determined by the Secretary of State
- If you are buying jointly with someone who has a qualifying period longer than yours, you will get their higher rate of discount

- If you are not happy with the open market valuation, we can instruct the district valuer to undertake another valuation. Please tell us no later than three months from the date of your offer notice if you want a revaluation. Please note that the district valuation will be final and conclusive and, therefore, the one that counts
- Within 28 days following a determination by a district valuer, you (or Sanctuary Group) may request in writing that the determination be reviewed. This may only be carried out if the facts used to determine the value of the property were incorrect. The district valuer must reply within 14 days with either a review notice or a notice stating that the district valuer has decided not to comply with the request, giving reasons accordingly
- Your discount may be reduced by a special rule called the cost floor. This will apply if your home has recently been purchased or built by Sanctuary Group or Sanctuary Group has spent money on repairing or maintaining it. Under the cost floor rule, the discount you receive must not reduce the price you pay below what has been spent on building, buying, repairing or maintaining it. If the price before discount is below that price, there is no discount allowed at all
- You can sell your home whenever you like but if you wish to sell within five years, you will usually have to repay some or all of the discount. [Further details are available in the Buying your own home - frequently asked questions leaflet. Please ask us for a copy or visit our website].

### 4. Delay notice procedures

There are set timescales that both Sanctuary Group and you have to keep to as part of the PRTB process.

#### 4.1 We must:

- Admit or deny your PRTB within four weeks of receipt of your form RTB1
- Send you an offer notice within eight weeks (if your home is a house) or 12 weeks (if your home is a flat) of admitting the PRTB
- Not delay unduly throughout the conveyance process. If we exceed these time limits you can serve us with a notice of delay. If we fail to deal with it correctly, then any rent you pay for the period where we have not responded in line with the statutory timescales may be owed to you. If that is the case, it will be deducted from the sale price on completion of your purchase.

#### 4.2 You must:

- Respond to our offer notice confirming whether or not you wish to proceed with your application within 12 weeks of the date of the offer
- If you do not respond within 12 weeks, we will write to you to advise that if you do not confirm that you wish to proceed within a further 28 days, your application will be cancelled
- If you do advise us within 28 days that you wish to proceed, your application may continue
- If you do not advise us within 28 days, your application will automatically be cancelled and you will need to re-apply
- Complete the purchase of your home within three months of the date of the offer notice. If you do not, we may serve you with a First Notice to Complete
- You will have 56 continuous days from this notice to complete your purchase
- If you do not complete your purchase within this 56-day period, you will be served with a Second Notice to Complete
- You will have a final 56 continuous days period to complete your purchase
- If you do not complete your purchase within this final period, your application may be cancelled and you will need to re-apply.

#### 5. Unpaid rent and outstanding sums

- You must continue to pay your rent and any other sums until you complete your purchase
- If you owe any money to Sanctuary Group that has been due for four weeks or more (e.g. rent arrears), we are not obliged to complete the sale to you. You must pay outstanding sums to us before you are able to complete the purchase of your home.

#### 6. Other costs connected with your purchase

You will have to pay other costs to other people. In addition to the purchase price of the property, you will need to pay some or all of the following:

- Mortgage arrangement fee and valuation fee to your lender if you are taking out a mortgage
- Legal fees to your solicitor or licensed conveyancer, plus the cost of searches of the property (enquiries of the local authority, environmental search, drainage search). Most solicitors and licensed conveyancers will provide a full estimate of all these amounts free of charge

- Surveyor fees to investigate the condition of your property. This fee will vary depending on the grade of survey that you have requested
- Land Registry registration fee. The fee depends on the value of your property
- Stamp Duty Land Tax (SDLT). You will pay SDLT on increasing portions of the property price above £125,000. These figures are correct at the time of publication and may be subject to change.

#### 7. Ongoing costs of home ownership

Once you have purchased your home, you will need to pay the running and maintenance costs of your home. These will include:

- Regular mortgage payments to your lender
- Council tax
- Household utility bills (gas, electricity, water)
- Service charges. If your home is a flat or in some cases a house that benefits from communal facilities, you will also pay service charges. You will pay a general service charge as a contribution towards day-to-day expenses (lighting, cleaning, upkeep of communal areas). You may also be required to contribute to substantial major works and improvement costs (lift repairs, roofing repairs, double-glazing) that will add to the value of your home
- Maintenance / repair costs. If your home is a house and you buy it, you will be responsible for the costs of all repairs and maintenance, regardless of the condition of the property when you bought it. This includes the maintenance of gardens and any tree work that may be required. If you are buying a flat, you will have to pay service charges to Sanctuary Group. You will also be responsible for the costs incurred towards the upkeep of the interior of the flat and any other areas for which you are responsible
- Insurances (buildings insurance, life insurance, contents insurance).

#### 8. Failure to meet your mortgage payments

The consequences to you as a homeowner will be very serious if you do not meet your mortgage payments. You may be at risk of losing your home if your lender takes possession proceedings against you because you have not paid your mortgage.

# Sanctuary Housing Association's Voluntary Sales Policy

## Sanctuary Housing Association's Voluntary Sales Policy

This applies to eligible secure tenants of a previously non-charitable housing association which has merged with Sanctuary Housing Association (Sanctuary).

### Note

- This only applies to certain Sanctuary tenants who meet the required criteria under Sanctuary's Voluntary Sales Policy.

Sanctuary is a charitable housing association and therefore does not offer the statutory Right to Buy. However, if the conditions set out below apply to you, then you will be able to apply for Sanctuary's Voluntary Sales Policy. This is a policy which allows secure tenants of a previously non-charitable housing association which has merged with Sanctuary to purchase the property they are currently living at. Sanctuary's Voluntary Sales Policy applies to tenants of the following:

- Former Spiral Housing Association, mainly present in the Midlands
- Former Deansgate Housing Association, mainly present in Manchester
- Circle 33, namely Rocky Hill Terrace, Birnum Square, Turnstones Court, Meridian Court and Alpha Road acquired through property exchanges
- Lavender Green, mainly present in the Docklands Development

## 1. Who is eligible for Sanctuary's Voluntary Sales Policy?

### 1.1 You may be eligible for Sanctuary's Voluntary Sales Policy if you:

- Were formerly a secure tenant of a non-charitable housing association (see above) and the property was transferred to Sanctuary whereby a contractual arrangement was put in place to protect your rights and
- Have spent a minimum period of two years as a tenant of social housing or armed forces accommodation and
- Occupy the property as your only or principal home or
- Are the joint tenant of a tenancy with a person who satisfies all of the above or
- Became the tenant of your home under family law proceedings in place of a person who satisfied all of the above or
- Are a family member of a previous sole tenant who satisfied all of the above in respect of your home and you inherited the tenancy or succeeded to the tenancy under a statutory succession or

- Are a family member of a previous sole tenant who satisfied all of the above in respect of your home and the tenancy was assigned to you by the previous tenant.

### Note

- If the tenancy is in joint names, both parties must sign the application form if they wish to purchase
- Your husband, wife or civil partner may share in the application with you if the property is their only or principal home
- Up to three family members can join in the application if they can prove they have lived in your home for at least 12 months before you apply.

## 1.2 You may not be eligible for Sanctuary's Voluntary Sales Policy if:

- We are not your landlord or
- You have not spent at least two years as a tenant of social housing or armed forces accommodation (see above) or
- You are not a former secure tenant of a non-charitable housing association which has merged with Sanctuary (see above) or
- You do not occupy the property as your only or principal home or
- Your home is let to you in connection with your employment or
- Your home is designed for people who are physically disabled, for people with mental ill health, those who have other special needs or is suitable for elderly residents, and in each case is one of a group of such properties or
- Your home was first let before 1 January 1990 and has features suitable for elderly persons. Please ask for more details of whether this applies to your home or
- We have served you with a notice that we intend to demolish your home within a specified period or
- A court order has been made, meaning you have to vacate your home by a specific date or
- You are or are about to be declared bankrupt or you have an arrangement in place with your creditors which remains to be fulfilled or
- Your tenancy has been demoted to an assured shorthold tenancy because of antisocial behaviour or
- A court has made an order relating to antisocial behaviour or the use of your home for unlawful purposes.

## 2. How to apply for Sanctuary's Voluntary Sales Policy

- We will supply you with an application form (called a RTB1) on request
- You must complete form RTB1 and return it to us
- We will let you know in writing if you qualify for Sanctuary's Voluntary Sales Policy within four weeks of receipt of your application
- If you qualify for Sanctuary's Voluntary Sales Policy, a valuer will contact you and arrange to visit your home to carry out an open market valuation
- Within eight weeks (you have the right to purchase the freehold of your home - usually if you live in a house) or 12 weeks (you have the right to purchase a leasehold interest in your home - usually if you live in a flat), we will send you a written offer notice setting out the sale terms
- If you wish to proceed on the terms set out in the offer notice, you must tell us no later than 12 weeks from the date of the offer notice that you wish to proceed. Please note that you can withdraw your application at any stage if you wish.

## 3. Price payable

- The valuer will value your property and inform us of the open market value of your home, not taking into account any improvements you may have made to the property. In addition, any failure by you to keep the internal of the property in good repair will also be taken into account
- If you qualify for Sanctuary's Voluntary Sales Policy, you are entitled to a discount on the open market. We will work out the discount you are entitled to. We will deduct the discount from the market value – this equals the purchase price. If you have received a previous discount in respect of an earlier purchase, that discount is deducted from the discount for the current application
- The minimum qualifying period for a discount is two years as a tenant of social housing or in armed forces accommodation
- This initial two year period entitles you to a 44% discount if your home is a flat or 32% if your home is a house. For each additional year above the minimum qualifying period, you are entitled to a further two percent discount for a flat and a further one% discount for a house
- The discount can be no more than 70% of the open market value if it is a flat and 60% if it is a house. However, the value of the discount entitlement can never be more than a maximum amount set by Sanctuary in accordance with its voluntary sales policy. Please contact us for further information about the maximum level of discount

- If you are buying jointly with someone who has a qualifying period longer than yours, you will get their higher rate of discount
- If you are not happy with the open market valuation, we can instruct the district valuer to undertake a further valuation. Please tell us no later than three months from the date of your offer notice if you want a revaluation. Please note that the district valuation will be final and conclusive and, therefore, the one that counts.
- Within 28 days following a determination by a district valuer, you (or Sanctuary) may request in writing that the determination be reviewed. This may only be carried out where the facts used to determine the value of the property were incorrect. The district valuer must reply within 14 days with either a review notice or a notice stating that the district valuer has decided not to comply with the request, giving reasons accordingly
- Your discount may be reduced by a special rule called the cost floor. This will apply if your home has recently been purchased or built by Sanctuary or Sanctuary has spent money on repairing or maintaining it. Under the cost floor rule, the discount you receive must not reduce the price you pay below what has been spent on building, buying, repairing or maintaining it. If the price before discount is below that price, there is no discount allowed at all
- You can sell your home whenever you like, but if you wish to sell within five years you will usually have to repay some or all of the discount. [Further details are available in the **Buying your own home - frequently asked questions** leaflet. Please ask us for a copy or visit our website].

## 4. Delay notice procedures

There are timescales that both Sanctuary and you have to keep to as part of Sanctuary's Voluntary Sales Policy.

### 4.1 We must:

- Admit or deny your application under Sanctuary's Voluntary Sales Policy within four weeks of receipt of your form RTB1
- Send you an offer notice within eight weeks (if your home is a house) or 12 weeks (if your home is a flat) of admitting your application under Sanctuary's Voluntary Sales Policy
- Not delay unduly throughout the conveyance process. If we exceed these time limits, you can serve us with a notice of delay. If we fail to deal with it correctly, then any rent you pay for the period where we have not responded in accordance with the timescales may be owed to you. If that is the case, it will be deducted from the sale price on completion of your purchase.

#### 4.2 You must:

- Respond to our offer notice confirming whether or not you wish to proceed with your application within 12 weeks of the date of the offer notice
- If you do not respond within 12 weeks, we will write to you to advise that if you do not confirm that you wish to proceed within a further 28 days, your application will be cancelled
- If you do advise us within 28 days that you wish to proceed, your application may continue
- If you do not advise us within 28 days, your application will automatically be cancelled and you will need to re-apply
- Complete the purchase of your home within three months of the date of the offer notice. If you do not, we may serve you with a First Notice to Complete
- You will have 56 continuous days from this notice to complete your purchase
- If you do not complete your purchase within this 56-day period you will be served with a Second Notice to Complete
- You will have a final 56 continuous days period to complete your purchase
- If you do not complete your purchase within this final period, your application may be cancelled and you will need to re-apply.

#### 5. Unpaid rent and other outstanding sums

- You must continue to pay your rent and any other sums until you complete your purchase
- If you owe any money to Sanctuary that has been due for four weeks or more (e.g. rent arrears), we are not obliged to complete the sale to you. You must pay such outstanding sums to us before you are able to complete the purchase of your home.

#### 6. Other costs connected with your purchase

You will have to pay other costs to other people. In addition to the purchase price of the property, you will need to pay some or all of the following:

- Mortgage arrangement fee and valuation fee to your lender if you are taking out a mortgage
- Legal fees to your solicitor or licensed conveyancer, plus the cost of searches of the property (enquiries of the local authority, environmental search, drainage search). Most solicitors and licensed conveyancers will provide a full estimate of all these amounts free of charge

- Surveyor fees to investigate the condition of your property. This fee will vary depending on the grade of survey that you have
- Land Registry registration fee. The fee depends on the value of your property
- Stamp Duty Land Tax (SDLT). You will pay SDLT on increasing portions of the property price above £125,000. These figures are correct at the time of publication and may be subject to change.

#### 7. Ongoing costs of home ownership

Once you have purchased your home, you will need to pay the running and maintenance costs of your home. These will include:

- Regular mortgage payments to your lender
- Council tax
- Household utility bills (gas, electricity, water)
- Service charges. If your home is a flat or in some cases a house that benefits from communal facilities, you will also pay service charges. You will pay a general service charge as a contribution towards day-to-day expenses (lighting, cleaning, upkeep of communal areas). You may also be required to contribute to substantial major works and improvement costs (lift repairs, roofing repairs, double-glazing) that will add to the value of your home
- Maintenance / repair costs. If your home is a house and you buy it, you will be responsible for the costs of all repairs and maintenance, regardless of the condition of the property when you bought it. This includes the maintenance of gardens and any tree work that may be required. If you are buying a flat you will have to pay service charges to Sanctuary. You will also be responsible for the costs incurred towards the upkeep of the interior of the flat and any other areas for which you are responsible
- Insurances (buildings insurance, life insurance, contents insurance, etc).

#### 8. Failure to meet your mortgage payments

The consequences to you as a homeowner will be very serious if you do not meet your mortgage payments. You may be at risk of losing your home if your lender takes possession proceedings against you because you have not paid your mortgage.



# Right to Acquire

## Right to Acquire (RTA)

This applies to eligible secure and assured non-shorthold tenants living in a property which qualifies for the scheme. The properties affected are, generally, schemes built or purchased using certain public funding after 1 April 1997 and those properties transferred from a local council to a housing association on or after 1 April 1997.

This information meets the requirements of Sections 121AA and 121B of the Housing Act and the Housing (Right to Buy) (Information to Secure Tenants) (England) Order 2005 as applied by Section 180 of the Housing and Regeneration Act 2008.

### 1. Who has the RTA?

#### 1.1 You may be eligible for RTA if you:

- Are a secure or assured non-shorthold tenant within Sanctuary Group and
- Have spent at least three years as a public sector tenant
- Occupy the property as your only or principal home and
- Your home is a self-contained property and
- Your home was built or purchased by a housing association on or after 1 April 1997 using certain public funding, or was transferred from a local council to a housing association on or after 1 April 1997.

#### Note

- *If the tenancy is in joint names, both parties must sign the application form if they wish to purchase*
- *Your husband, wife or civil partner may share in the right to buy with you if the property is their only or principal home*
- *Up to three family members can join in the RTA if they can prove that they have lived in your home for at least 12 months before you apply.*

#### 1.2 You may not be eligible for RTA if:

- We are not your landlord or
- You have not spent at least three years as a public sector tenant
- Your tenancy is a lease for more than 21 years or
- A non-public body owns the freehold or properties where Sanctuary Group has insufficient legal interest, i.e. where the property is a house, a lease with a term less than 21 years and for a flat, a lease with a term less than 50 years or
- You do not occupy the property as your only or principal home or

- Your property is in a rural area designated by order of the Secretary of State or
- Your home is designed for people who are physically disabled, for people with mental ill health, those who have other special needs or is suitable for elderly residents, and in each case is one of a group of such properties or
- Your home is valued at or below the amount of our loan on your home or
- We have served you with a notice that we intend to demolish your home within a specified period or
- A court order has been made, meaning you have to vacate your home by a specific date or
- You are or are about to be declared bankrupt or you have an arrangement in place with your creditors which remains to be fulfilled or
- Your tenancy has been demoted to an assured shorthold tenancy because of antisocial behaviour or
- A court has made an order suspending your RTA application because of antisocial behaviour or the use of your home for unlawful purposes or
- You have already made an application under the Preserved Right to Buy which has not been withdrawn by you or denied by us.

### 2. How to apply for RTA

- We will supply you with an application form (called a RTA1) on request
- You must complete form RTA1 and return it to us
- A valuer will arrange to visit your home to carry out an open market valuation
- We will let you know in writing if you qualify for the RTA within four weeks of receipt of your application if we were your landlord throughout the period of your tenancy or eight weeks if you were the tenant of another landlord during this period
- Within eight weeks (you have the right to buy the freehold of your home - usually if you live in a house) or 12 weeks (you have the right to buy a leasehold interest in your home - usually if you live in a flat), we will send you a written offer notice setting out the sale terms
- If you wish to proceed on the terms set out in the offer notice, you must tell us no later than 12 weeks from the date of the offer notice that you wish to proceed
- Please note that you can withdraw your application at any stage if you wish.

### 3. Price payable

- The valuer will value your property and inform us of the open market value of your home, not taking into account any improvements you may have made to the property. In addition, any failure by you to keep the internal of the property in good repair will also be taken into account
- If you qualify for the RTA, you are entitled to a discount on the open market value
- The price payable for your property is the open market value of your home less the discount
- The amount of discount is fixed and is published by the Government. The discounts currently range from £9,000 to £16,000, depending on where in the country your home is located. We will advise you of the discount applicable to your area on request. The latest version can be located at [www.legislation.gov.uk](http://www.legislation.gov.uk). However, in all cases the amount of the fixed discount can never exceed 50% of the open market value of your home. If the fixed discount exceeds 50% of the open market value of your home, it will be limited to 50% of the open market value
- If you have received a previous discount in respect of an earlier purchase, that discount is also deducted from the discount for the current application
- If you are not happy with the open market valuation, we can instruct the district valuer to undertake a further valuation. You must tell us no later than three months from the date of your offer notice if you want a revaluation. Please note that the district valuation will be final and conclusive and, therefore, the one that counts
- Within 28 days following a determination by a district valuer, you (or Sanctuary Group) may request in writing that the determination be reviewed. This may only be carried out where the facts used to determine the value of the property were incorrect. The district valuer must reply within 14 days with either a review notice or a notice stating that the district valuer has decided not to comply with the request, giving reasons accordingly
- You can sell your home whenever you like, but if you wish to sell within five years you will usually have to repay some or all of the discount. [Further details are available in the Buying your own home – frequently asked questions leaflet. Please ask us for a copy or visit our website.]

### 4. Delay notice procedures

There are statutory timescales that you have to keep to as part of the RTA process:

You must:

- Respond to our offer notice confirming whether or not you wish to proceed with your application within 12 weeks of the date of the offer notice
- If you do not respond within 12 weeks, we can write to you to advise that if you do not confirm that you wish to proceed within a further 28 days, your application will be cancelled
- If you do advise us within 28 days that you wish to proceed, your application may continue
- If you do not advise us within 28 days, your application will automatically be cancelled and you will need to re-apply
- Complete the purchase of your home within three months of the date of the offer notice. If you do not, we will serve you with a First Notice to Complete
- You will have 56 continuous days from this notice to complete your purchase
- If you do not complete your purchase within this 56-day period, you will be served a Second Notice to Complete
- You will have a final 56 continuous days period to complete your purchase
- If you do not complete your purchase within this period, your application may be cancelled and you will need to re-apply to exercise the RTA.

### 5. Unpaid rent and other outstanding sums

- You must continue to pay your rent and any other sums until you complete your purchase
- If you owe any money to Sanctuary Group that has been due for four weeks or more (e.g. rent arrears), we are not obliged to complete the sale to you. You must pay any outstanding sums to us before you are able to complete the purchase of your home.

### 6. Other costs connected with your purchase

You will have to pay other costs to other people. In addition to the purchase price of the property, you will need to pay some or all of the following:

- Mortgage arrangement fee and valuation fee to your lender if you are taking out a mortgage

- Legal fees to your solicitor or licensed conveyancer, plus the cost of searches of the property (enquiries of the local authority, environmental search, drainage search). Most solicitors and licensed conveyancers will provide a full estimate of all these amounts free of charge
- Surveyor fees to investigate the condition of your property. This fee will vary depending on the grade of survey that you have
- Land Registry registration fee. The fee depends on the value of your property
- Stamp Duty Land Tax (SDLT). You will pay SDLT on increasing portions of the property price above £125,000.

These figures are correct at the time of publication and may be subject to change.

## 7. Ongoing costs of home ownership

Once you have purchased your home, you will need to pay the running and maintenance costs of your home. These will include:

- Regular mortgage payments to your lender
- Council tax
- Household utility bills (gas, electricity, water)
- Service charges. If your home is a flat or in some cases a house that benefits from communal facilities, you will also pay service charges. You will pay a general service charge as a contribution towards day-to-day expenses (lighting, cleaning, upkeep of communal areas). You may also be required to contribute to substantial major works and improvement costs (lift repairs, roofing repairs, double-glazing) that will add to the value of your home
- Maintenance / repair costs. If your home is a house and you buy it, you will be responsible for the costs of all repairs and maintenance, regardless of the condition of the property when you bought it. This includes the maintenance of gardens and any tree work that may be required. If you are buying a flat you will have to pay service charges to Sanctuary Group. You will also be responsible for the costs incurred towards the upkeep of the interior of the flat and any other areas for which you are responsible
- Insurances (buildings insurance, life insurance, contents insurance).

## 8. Failure to meet your mortgage payments

The consequences to you as a homeowner will be very serious if you do not meet your mortgage payments. You may be at risk of losing your home if your lender takes possession proceedings against you because you have not paid your mortgage.

*Please note that any references in this booklet to 'Sanctuary Group' include any Registered Provider of Social Housing within the Sanctuary Group structure. For further information on the Sanctuary Group structure, please refer to our website or contact Customer Services.*

This leaflet can be translated into other languages, large print and Braille or recorded on to an audio CD.

Please contact us for details. If you need to speak to a Sanctuary member of staff in your own language, please contact your local office and they will arrange an interpreter for you.

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