

Leasehold and Shared Ownership Management Policy

Scope of Policy

Platform Housing Group (the Group) provides a wide range of services to our leasehold customers. Our leasehold customers include shared owners in both houses and flats and leaseholders who have exercised their right to purchase their rental property under the Right to Buy, Right to Acquire or Voluntary Right to Buy and shared owners that have 'staircased' the ownership of their flat up to 100 per cent ownership. The Group also has a number of leaseholders and shared owners living in its retirement schemes and Retirement Villages.

We have some schemes and blocks that are stand-alone shared ownership/leasehold, but many are mixed tenure with tenants, shared owners and leaseholders present in the scheme/block.

Applicability

The policy applies to all members of the Group.

1. Policy Statement

- 1.1 This policy sets our approach to providing management services to all Group leaseholders and shared owners and provides a broad framework for an efficient, customer-focused service that offers value for money.

This policy also covers how we ensure effective and efficient services are delivered to leaseholders and shared owners where these are provided by an external managing agent.

- 1.2 This policy operates within the Group's wider framework of policies relating to management and service delivery and should be read in conjunction with the policies listed at the end of this policy under associated documents and policies. In particular, attention should be given to the Home Ownership Arrears Policy, Shared Ownership Policy and Procedure and Service Charge Policy.

- 1.3 This policy covers:

- Annual review of shared ownership rents
- Management fees on shared ownership rents
- Administration charges
- Ground rent
- Buildings insurance
- Cost of Capital Works
- Common area repairs
- Customer involvement
- Mixed tenure developments
- External management companies

- Lease Extensions
- Voluntary Lease Extensions
- Collective enfranchisement
- Right to Manage
- Postponement of charges
- Shared ownership remortgages and further advances
- Alterations, additions and improvements
- Changes to parties to shared ownership leases
- Subletting
- Temporary lettings
- Breaches of the lease including anti-social behaviour
- Complaints
- First-tier Tribunal (Property Chamber)

2. Context

2.1 This policy is set within the context of relevant legislation and regulatory guidance which includes:

- Law of Property Act 1925
- Landlord and Tenant Acts 1985 and 1987
- Housing Acts 1980, 1985, 1988 and 1996
- Commonhold and Leasehold Reform Act 2002
- Leasehold Reform, Housing and Urban Development Act 1993
- Homes England - Capital Funding Guide
- Lease agreements

2.2 Definitions

Leasehold

Form of ownership giving the owner possession of the property for a substantial period of time clearly defined in the lease agreement.

Shared Ownership

Shared ownership is a form of leasehold ownership. The shared owner buys a percentage of a property and pays a rent on the remaining portion, with the option to increase their share at a later date.

Lease

A contract granting use or occupation of property during a specified time for a specified payment. There are different types of leasehold arrangement and the types of leases managed by the Group are detailed above.

Leaseholder

An owner who has purchased a long lease usually between 99 and 990 years.

Freehold

A form of tenure giving full ownership of land for all time. The freeholder of a property is the person who owns the ground.

Service Charges

Are defined under section 18 of the Landlord and Tenant Act 1985 as “an amount payable as part of or in addition to the rent (a) which is payable directly or indirectly for services, repairs, maintenance, improvements or insurance or the landlord’s costs of management (b) and the whole or part of which varies or may vary according to the relevant costs.”

Shared Ownership Rent

Where the leaseholder (shared owner) does not own 100% of the property they must pay rent to us for the remaining proportion.

Ground Rent

Regular payments made by a leaseholder to the freeholder, as required under a lease.

3. Aims and Objectives

- 3.1
- Provide all leaseholders with quality services that represent value for money. We recognise that we share a long-term interest in property with our leaseholders and, under the terms of the lease agreements in place, have a range of responsibilities to our leaseholders.
 - To comply with the terms of individual lease agreements, relevant legislation, regulatory requirements and to learn from and adopt examples of good practice.
 - To recognise that leaseholders are part of the communities that we work with and to offer them opportunities to get involved in the work we do and to provide feedback on our services.
 - To communicate clearly with leaseholders and prospective leaseholders by providing accurate, timely and understandable information and advice.
 - To ensure leaseholders uphold the covenants in their lease and ensure that appropriate action is taken when a leaseholder is breaching any term of their lease.

- To provide clear guidance to our teams to enable them to carry out their leasehold management roles.

3.2 Through this policy we will:

- Ensure we provide good quality services for our customers that demonstrate good leasehold management practice and are value for money.
- Ensure all administration charges for services provided are fair and reasonable.
- Continuously improve, challenge, manage and monitor the efficiency and effectiveness of our services.
- Deliver services according to Our Values and our policies and internal procedures.
- Ensure teams are sufficiently trained to answer the full range of leasehold queries raised by leaseholders on the matters detailed in this policy.
- Ensure information for leaseholders is available on our website and work towards giving access to the customer portal for leaseholders.

4. Policy Outline

4.1 Annual Review of Shared Ownership Rents

Shared ownership rents will be increased annually in accordance with the terms of their lease agreements and in line with the Rent Setting Policy. The majority of our shared ownership leases allow us to increase our rents each April by the percentage change in the Retail Price Index (RPI) in September, plus 0.5 per cent.

For those that do not fall under this increase, the formula in the lease will be applied where possible.

4.2 Management Fees on Shared Ownership Rents

Where the shared ownership lease allows, we will charge a management fee in addition to the shared ownership rent. This management fee is charged for the management of the rent account and to collect the rent due.

4.3 Administration Charges

We will set administration charges for all leaseholders and shared owners at a reasonable rate, complying with statutory and contractual requirements.

Administration charges can be demanded for:

- Granting approvals under the lease i.e., for alterations, additions and improvements, subletting, changes to parties to a shared ownership lease, remortgages and further advances.

- Provision of information or documents i.e., management packs for pre-assignment enquiries.
- Dealing with breaches of the lease.

We will notify leaseholders of the estimated costs of services before we provide the service. All demands for payment of an administration charge will be accompanied by the Summary of the Leaseholder's Rights and Obligations in respect of administration charges.

4.4 Ground Rent

We will observe the statutory requirements in respect of ground rent demands as provided within the Commonhold and Leasehold Reform Act 2002. A lease for a residential property may specify that the leaseholder is obliged to pay ground rent to the freeholder.

The amount of ground rent payable, the date(s) it is due and any provisions to review the amount will be set out in the lease. If the lease does not specify that ground rent is payable, none will be charged.

The due date(s) for ground rent may differ from those for service charges.

For all properties where ground rent is to be collected, ground rent demands will be sent no more than 30 days in advance of the due date. Our ground rent statements will comply with the requirements of the Commonhold and Leasehold Reform Act 2002.

4.5 Buildings Insurance

Our lease agreements require us to take out adequate insurance for the building and common parts. This would also include all shared ownership properties that are houses. We will recover the proportionate cost of the premium from leaseholders through their service charge or for shared ownership houses without a service charge, as an additional charge on top of the rent and rent management fee.

We will provide leaseholders with details of the insurance cover, if requested.

4.6 Cost of Capital Works

Cost of capital works are those costs arising from major repairs, renewals and possibly improvements, if the individual lease permits this. We will pass on an appropriate proportion of the cost of capital works, potentially an administration charge to leaseholders in accordance with the lease terms and legislation. Further details regarding the charging and recovery of capital works are contained in the Service Charge Policy and the Home Ownership Arrears Policy.

4.7 Common Area Repairs

We will maintain all communal areas and common parts to estates/buildings containing leaseholders in accordance with lease terms. Leaseholders will be recharged a proportion of the cost in accordance with the relevant terms in their lease.

4.8 Customer Involvement

In accordance with our Customer Strategy, we will work with leaseholders to gain effective customer insight and involve customers in the development of local and group wide services.

4.9 Mixed Tenure Developments

Where we develop mixed tenure schemes comprising shared ownership/leasehold homes and homes for rent we will seek to ensure that the neighbourhood management clauses in the lease agreements mirror those in the tenancy agreements, so that there is a consistent approach to the day-to-day management of the development across tenures. The key neighbourhood management clauses that we will seek to ensure consistency on include anti-social behaviour, parking arrangements, consent for satellite dishes etc.

4.10 External Management Companies

For some estates/blocks containing leaseholders, some or all of the services and repairs are provided by an external management company. The management company will have been appointed by the freeholder to provide these services and we may be liable to pay service charges to the management company. These costs will be passed onto our customers as part of their service charge. We charge a management fee to leaseholders and shared owners, in addition to the management company charges so that our administrative costs are covered. For some estates, direct covenants are in place so that leaseholders are required to make service charge payments directly to the management company instead of via us.

As part of the process for developing new homes we will ensure that we understand both our and the management company's rights and responsibilities in respect of the management of the estate/block. We will seek to influence the terms of management agreements and head lease where possible and build good working relationships with management companies and their property managers, to benefit our leaseholders and other customers.

Throughout the term of our head lease, we will act as the advocate for our leaseholders by ensuring that we review and challenge, if necessary, annual service charge estimates and accounts and attend meetings with management company officers to ensure that the views of our leaseholders are represented.

4.11 **Lease Extensions**

We will allow leaseholders to extend their leases, as required. The Leasehold Reform, Housing and Urban Development Act 1993 (as amended) gives a statutory right to a lease extension for leaseholders that own 100 per cent of their property. This includes shared owners in flats that have staircased up to 100 per cent.

Technically it is not an extension but, the issue of a new lease for 90 years, plus the balance of the old lease. In addition, there is no ground rent to pay following a statutory lease extension. A lease is known as being 'short' if it has less than 80 to 90 years remaining. A 'short' lease can impact on the leaseholder's ability to assign the lease or re-mortgage, as mortgage lenders become reluctant to lend when the term remaining has reduced to below 80 to 90 years.

This right to a statutory lease extension is subject to some conditions. The main conditions are that the customer:

- is a qualifying leaseholder (named on the lease)
- has a 'long lease' which was originally sold for a term longer than 21 years
- has owned the property for at least two years

If the leaseholder is considering this route, they will need to appoint a solicitor to advise on the terms and complete the legal work. The leaseholder will pay a premium to us to extend the lease and will also need to pay their own legal and valuation costs and our reasonable legal and valuation costs.

We also offer a voluntary lease extension option to 100 per cent leaseholders.

We may take the opportunity to determine new lease terms if an extension application is made.

4.12 **Voluntary Lease Extension**

If the leaseholder does not qualify under the statutory terms, we will offer a voluntary lease extension, although it should be noted that we are under no obligation to offer this. Shared owners do not qualify for a statutory lease extension so will have to use the voluntary lease extension route if they wish to extend their lease. For shared owners in houses staircasing to 100 per cent and obtaining the freehold of the property is likely to be a better option than extending their shared ownership lease.

We will offer a voluntary lease extension on the same terms as a statutory lease extension i.e., the issue of a new lease for 90 years plus the balance of years remaining on the old lease. We will charge fixed legal and valuation fees to the leaseholder for lease extensions for a voluntary lease extension and the leaseholder must also pay a premium for the lease extension.

4.13 **Collective Enfranchisement – Purchasing the Freehold**

The Leasehold Reform, Housing and Urban Development Act 1993 (as amended by the Commonhold and Leasehold Reform Act 2002) gives leaseholders the right, upon qualification, to compel the sale of the freehold of the building or part of the building. Where there is any intervening interest, like a head lease, this must generally be acquired as part of the purchase by the tenants.

The qualifying conditions that must be met to proceed with the process are:

- There must be at least two flats in the building.
- At least two thirds of the flats must be owned by qualifying leaseholders. Leasehold properties that are owned on a 100 per cent basis qualify but shared owners do not.
- No more than 25 per cent of the internal floor area, excluding common areas, may be in non-residential use e.g., shops, offices etc.
- At least half the flats in the building must participate and those flat owners must be qualifying leaseholders.
- A leaseholder is not a qualifying leaseholder if they own more than two flats in the building. They are not the qualifying leaseholder of any of the flats.

4.14 **Right to Manage**

The Commonhold and Leasehold Reform Act 2002 provides a right for leaseholders (of flats, not houses) to force the transfer of the landlord's management function to a company set up by them. The right empowers leaseholders to take responsibility for the management of their block.

To qualify for the Right to Manage (RTM), the building must meet certain criteria, and a minimum number of leaseholders must agree to form the company. In order to make an application for the RTM:

- The building must be self-contained.
- The building must contain at least two flats.
- At least two-thirds of the flats must be let to 'qualifying tenants'. A 'qualifying tenant' is a tenant with a 'long lease'. A 'long lease' is defined as having a term exceeding 21 years. All shared ownership leases granted for a term in excess of 21 years qualify, regardless of the share held by the tenant.
- There is no requirement for any past or present residence in the flats, or any limit on the number of flats that can be owned by one person. Where leaseholders consider taking over the management of the building by forming a RTM company, all qualifying tenants must be invited to participate.

We endeavor to provide an excellent management service to our leaseholders, both in standard of service and value for money. By doing so, it is anticipated that challenges by leaseholders under the RTM, will be held to a minimum.

5. Postponement of Charges, Shared Ownership Remortgages and Shared Ownership Further Advances

5.1 Postponement of Charges

Where a leaseholder or freeholder purchased their property through the Right to Buy or Right to Acquire scheme, we will have secured the repayment of the discount given by a legal charge against the property. If the leaseholder/freeholder bought the property with a mortgage, the mortgage provider will also have secured the money it has loaned through a legal charge on the property.

If the leaseholder/freeholder wishes to remortgage their property or get another secured loan during the discount repayment period, their mortgage company will require them to get a 'postponement of charge.' A postponement of charge makes sure that the new loan takes priority over repayment of the discount under the Right to Buy/Right to Acquire. This means that repaying the mortgage or loan would continue to take priority over repaying the Right to Buy/Right to Acquire discount.

For us to agree to postpone the charge, the loan must be for one of the following reasons:

- To carry out works to the property or to make improvements.
- To pay the service charge (including major works and buildings insurance).
- A remortgage to change mortgage provider.
- To repay other loans secured against the property.
- To pay interest owed on a mortgage or remortgage.

5.2 Shared Ownership Remortgages

If a shared owner wishes to change their mortgage i.e., to access a more advantageous mortgage product, we need to approve the new mortgage as a requirement of the lease. The mortgage lender will require us to approve the mortgage offer so that they can use the Mortgagee Protection Clause (MPC) in the lease. The MPC offers protection to the mortgage lender in the event of repossession only if we have approved the mortgage.

We will check to ensure that the shared owner is not borrowing more than required to pay off the original mortgage and that the new interest rate is acceptable.

5.3 Shared Ownership Further Advances

Shared owners will be permitted to obtain further borrowing on their mortgage in defined circumstances as only certain loans are protected under the MPC. These are as follows:

- The premium lent to purchase the initial share.
- Further borrowing to enable the purchase of additional shares (staircasing).

- Further borrowings to comply with the leaseholder's covenants in the lease, such as essential repairs but not improvements.
- Further borrowing to allow one leaseholder to buy out another leaseholder's interest (in the same property).

We will only permit additional borrowing if the premium and further borrowing do not exceed the market value of the shared owner's share in the property. This is necessary to help negate the risk of shared owners over stretching themselves financially and having their homes repossessed due to mortgage or rent arrears.

5.4 **Alterations, Additions and Improvements**

We will deal with requests for consent from shared owners and 100 per cent leaseholders to carry out alterations, additions and improvements to their home in accordance with the terms of their individual lease agreement.

Shared ownership leases granted in more recent years do not permit shared owners to make structural alterations, additions or improvements to the exterior or interior of the property. Non-structural alterations or additions may be made to the interior with our consent.

Leaseholders and shared owners wishing to carry out alterations or improvements works to their home must apply for our consent, as required by the lease agreement and provide details of the proposed works. Consent may be granted subject to conditions, such as obtaining planning permission and/or appropriate buildings regulations consent, where this is required. We will not withhold consent unreasonably. We will consider the following in respect of the proposed works/improvements when deciding whether or not to grant consent:

- Will the works make the property or part of the property inherently dangerous or unstable.
- Will the works encroach upon land not defined in the lease.
- Will the works block light for other residents.
- Will the works be aesthetically desirable.
- Any other relevant considerations.

We will deal with all requests on a case-by-case basis, taking into account the terms set out in the lease and also the customer's circumstances.

If consent is refused, the reason for refusal will be put in writing to the leaseholder/shared owner. The leaseholder may request a review of the decision. Such a request must include the reasons why the leaseholder believes the decision to be incorrect.

The leaseholder/shared owner will be required to pay administrative charges and our legal costs, whether or not the matter proceeds and alterations or improvements take place.

Upon approval of plans to complete alterations or improvements to the property we may appoint a surveyor, or other qualified person, to monitor the work through to completion. If works are found to be different from the proposed plans, we will instruct the leaseholder to comply with the consent granted and return the property to its original state.

6. Changes to Parties to Shared Ownership Leases

6.1 We will allow changes to the parties to shared ownership leases. This may be a change from joint to sole ownership or sole to joint ownership.

6.1.1 Joint to Sole

For a change from joint to sole ownership, we will carry out an affordability check to ensure the remaining shared owner will be able to sustain their shared ownership tenancy.

The rent and service charge account for the property must be up to date before we will provide written agreement to the change.

The shared owners must instruct a solicitor to transfer ownership at the Land Registry. If there is a mortgage on the property, the lender will need to issue a new mortgage offer and request our written agreement to the change. Please see Shared Ownership Remortgages section above.

6.1.2 Sole to Joint

For a change from sole to joint ownership, we will ensure that the additional shared owner is eligible for shared ownership. The additional shared owner must register with the Help to Buy Agent so that an eligibility and ID check is carried out. Also, the new shared owner must not own another property, and the joint annual household income of the shared owners must be less than £80K.

The rent and service charge account for the property must be up to date before we will provide written agreement to the change.

The shared owner must instruct a solicitor to add the additional shared owner at the Land Registry. If there is a mortgage on the property, the lender will need to issue a new mortgage offer and request our written agreement to the change. Please see Shared Ownership Remortgages section above.

7. Subletting

7.1 Shared Owners

The shared ownership lease does not permit subletting to protect public funds and ensure applicants are not entering shared ownership potentially for financial gain.

However, in some exceptional circumstances, we may give permission for a shared owner to sublet their home for a limited period. Exceptional circumstances may include the need for the shared owner to work away for a limited period, care for a relative a distance away for a limited period etc.

Applications will be assessed on a case-by-case basis following our internal procedures that are in line with Homes England guidelines. The decision will be made by the Head of Customer Accounts – Leasehold.

If approved, the maximum period allowed for subletting will not exceed 12 months and the shared owner will be required to enter into a licence to sublet with us. We will also require the shared owner to obtain consent to the subletting from their mortgage lender and also ensure that the property meets landlord health and safety regulatory requirements including an annual gas safety check on their property.

We must be provided with contact numbers and a forwarding address for the leaseholder for the period that the property is sublet. If an agent is managing the property on behalf of the leaseholder, we must be provided with its contact details etc.

The shared owner will remain responsible for paying all relevant charges for the property. If any person or tenant who is given permitted use of the property causes any form of nuisance, including damage to other properties or communal areas, then the shared owner will be held responsible.

We will check in with the shared owner regularly during the subletting period to discuss their circumstances. If the shared owner is unable to move back into their home at the end of the 12-month sublet period we will require them to either sell their property or staircase up to 100 per cent, if this will then allow them to sublet the property within the terms of the lease.

We will investigate all reports of unauthorised subletting of shared ownership properties. If the shared owner is found to be in breach of their lease, we will request them to cease the subletting but, if they fail to do this, we will take legal action for the breach of the lease.

7.2 100% Leaseholders

Leaseholders that own 100% of the equity in their property are permitted to sublet their home unless otherwise stated in the lease. Individual leases may contain clauses

on subletting and such clauses may permit subletting with or without the consent of the landlord. Where there is discretion under the lease, we will not unreasonably withhold consent.

We must be provided with contact numbers and a forwarding address for the leaseholder for the period that the property is sublet. If an agent is managing the property on behalf of the leaseholder, we must be provided with its contact details etc.

The leaseholder will remain responsible for paying all relevant charges for the property. If any person or tenant who is given permitted use of the property causes any form of nuisance, including damage to other properties or communal areas, then the leaseholder will be held responsible.

Failure to deal with tenants or persons responsible for such behaviour may lead to legal action being taken by us for breach of the lease, which could result in the leaseholder losing their property.

Leaseholders that sublet their property are required to meet the landlord health and safety regulatory requirements including an annual gas safety check on their property.

7.3 Temporary Lettings

Leaseholders and shared owners are not permitted to temporarily let their property using services like Airbnb etc. For shared owners, a temporary letting amounts to subletting and is not permitted under the terms of the shared ownership lease.

For 100 per cent leaseholders, temporary lettings of this type mean that the leaseholder is using their property for a commercial use instead of residential, which is a breach of the lease.

In addition, the shared owner/leaseholder is also likely to be in breach of their mortgage conditions and the buildings insurance for the property could be invalidated. Health and safety regulations, including fire safety regulations, may also be breached.

We will investigate all reports of temporary lettings of shared ownership and 100 per cent leasehold properties. If the shared owner/leaseholder is found to be in breach of their lease we will request them to cease the temporary letting but, if they fail to do this, we will take legal action for the breach of the lease.

8. Breaches of the Lease

- 8.1 We will take appropriate action whenever we become aware that a leaseholder is acting in breach of the terms of their lease.

Such breaches may include the following:

- Non-payment of rent, ground rent and service charge.
- Unapproved works.
- Failure to maintain, or damage to, premises.
- Anti-social behaviour.
- Improper use.
- Refusal of access to our officers.
- Subletting.
- Temporary letting of the property.

In the case of anti-social behaviour, we will take action in accordance with our Anti-Social Behaviour (ASB) Policy and Procedures.

In all other cases, we will first draw the breach to the leaseholder's attention in writing and request they remedy it. If this fails, a notice will be served on the leaseholder requiring them to remedy the breach. If the breach continues, further action will be taken, which may include seeking an injunction or, as a last resort, taking further action against the leaseholder for forfeiture of the lease or to repossess the property (shared owners only).

9. Complaints

- 9.1 Any customers who are unhappy with a decision made by us about the operation of this policy may complain in line with our Complaints, Comments and Compliments Policy.

We will attempt to resolve any issues through the Complaints, Comments and Compliments Policy but if the matter cannot be resolved the First-tier Tribunal (Property Chamber) may be used to resolve certain leasehold matters.

We or the leaseholder has the right to go to the First-tier Tribunal at any time. Leaseholders are not required to exhaust the internal complaints process before going to Tribunal, although most will choose to use the complaints process before considering this option. The First-tier Tribunal only deals with specific types of disputes and these are detailed below.

9.2 First-tier Tribunal (Property Chamber)

The First-tier Tribunal (the Tribunal) is the formal name given to the body appointed to make decisions on various types of disputes relating to residential leasehold properties.

The Tribunal is an independent decision-making body which is completely unconnected to the parties or any other public agency. Following an application to the Tribunal by a leaseholder, the Tribunal will look at the dispute and can:

- Determine on the liability to pay service charges and on the reasonableness of service charges and administration charges.
- Decide the price to be paid when a leaseholder wants to buy (enfranchise), extend or renew the lease of their home and the value cannot be agreed with the landlord (statutory lease extension only).
- Adjudicate in disputes about the right of first refusal procedure (which gives leaseholders the right of first refusal to buy the freehold when the landlord wishes to sell it) and the compulsory acquisition of the landlord's interest in blocks of flats, decide liability for payment of service charges and can settle disputes about the landlord's choice of insurer.
- Decide applications on dispensation of service charge consultation requirements, administration charges, the right to manage, the appointment of managers, the variation of leases.

Leaseholders have the right to refer any of the issues above without reference to the landlord. We may look to place longstanding disputes with the Tribunal, where we have been unable to resolve them.

Some applications may require the payment of application and hearing fees.

10. Equality and Diversity

- 10.1 We are committed to fairness and equality for all regardless of colour, race, ethnicity, nationality, gender, sexual orientation, marital status, disability, age, religion or belief, family circumstances or offending history, as referred to in our relevant Group policies. Our aim is to ensure that our policies and procedures do not create an unfair disadvantage for anyone, either directly or indirectly.
- 10.2 Impact assessments as to equality and data protection are to be considered and carried out accordingly, if deemed necessary.

11. Monitoring and Review

- 11.1 The next policy review is scheduled for March 2028 and every three years thereafter.
- 11.2 Approved documents are valid for use after their approval date and remain in force beyond any expiry of their review date until an updated version is available.

12. Associated Documents

- 12.1 List of documents - associated policies, procedures and publications:
- Commonhold and Leasehold Reform Act 2002
 - Landlord and Tenant Acts 1985 and 1987
 - Leasehold Reform, Housing and Urban Development Act 1993
 - Housing Act 1988

- Homes England - Capital Funding Guide
- Terms of individual lease agreements
- Anti-Social Behaviour Policy
- Complaints, Comments and Compliments Policy
- Customer Strategy
- Service Charge Policy
- Shared Ownership Policy
- Regulator of Social Housing – Consumer Standards:
 - Neighbourhood and Community
 - Transparency, Influence and Accountability
 - Tenancy

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