# DO YOU HAVE THE RIGHT TO BUY OR THE RIGHT TO ACQUIRE YOUR PROPERTY?

Freebridg

## If you feel you are in a position to purchase your property: There are currently two schemes available:

# The Right to Buy and the Right to Acquire

Please use the information in this booklet as a guide to determine whether you may be entitled to purchase your home and which scheme applies to your circumstances.

## THE RIGHT TO BUY

#### You qualify if:

- You were a tenant of the Borough Council of King's Lynn and West Norfolk at the time of transfer to Freebridge on 3rd April 2006;
- You have remained a tenant of Freebridge since transfer (You cannot leave and then return, you will lose your preserved right to buy)
- You have no un-discharged bankruptcy, no arrangement with your creditors and no Possession Order (including suspended) and,
- If your tenancy is joint you both have to agree to submit the application.
- The tenancy has not been granted in connection with your employment
- Your tenancy is secure/assured.

#### Your property will qualify providing:

- It is not suitable for the elderly,
- It is not let to persons of pensionable age,
- It is not in a group home and,
- It is not due to be demolished following a demolition notice,
- The landlord owns the freehold or has an interest sufficient to grant a lease.

## THE RIGHT TO ACQUIRE

#### You qualify if:

- You have been a tenant for 3 years within the public sector and are an assured tenant,
- You have no un-discharged bankruptcy, no arrangement with your creditors and no Possession Order (Including suspended) and,
- If your tenancy is joint you both have to agree to submit the application,
- The tenancy has not been granted in connection with your employment,
- Your tenancy is secure/assured
- Your tenancy has not been demoted.

#### Your property will qualify providing:

- The property is not situated in a rural area (see rural area list),
- The property was acquired or built with grant funding,
- It is not suitable for the elderly,
- It is not let to persons of pensionable age,
- It is not in a group home and,
- It is not due to be demolished following a demolition notice,
- The landlord owns the freehold or has an interest sufficient to grant a lease.

For further information on exemptions please visit: legislation.gov.uk/ukpga/1985/68/schedule/5

# Tenancy types that do not qualify for the Right to Acquire

- Starter tenancy (although this time counts towards the three year requirement)
- An assured shorthold tenancy for a fixed term of less than two years
- A periodic assured shorthold tenancy
- An assured shorthold tenancy where the rent payable is: mortgage rescue or intermediate rent.

# What if I mutually exchanged with someone who has the Right to Buy?

If you were not a transferring tenant from the Council on 3rd April 2006 and have mutually exchanged with someone who was, you take over their tenancy, you do not take their Right to Buy. The Right to Buy stays with the tenant.

# What if I have the Right to Buy/Acquire and do not want to buy. Can someone else in my family purchase instead?

While you may have the Right to Buy as the tenant, your family member does not. You are a tenant and they maybe an occupant. They can purchase jointly with you, if they meet the requirements, but you cannot transfer your Right to Buy to them. It stays with you as the tenant.

## DISCOUNT

## **Right to Acquire**

The discount for the Right to Acquire scheme is fixed by the government. The Right to Acquire discount is set at £9,000.00 for our region, regardless of the length of time spent at the property.

## **Right to Buy**

The discount for Right to Buy is determined by the length of time you have been a tenant gaining 1% discount off the purchase price every year, however this is subject to deductions for previous Court Orders, any previous discount taken and the government cap.

## **Previous discounts**

If one or more of the applicants has previously benefited from a discounted purchase on another property, either with your current landlord or with another public sector landlord, this will be deducted from the discount amount.

## Government Cap

The maximum permitted discount for our region is £102,400. You may find the percentage you are entitled to is reduced due to the cap.

## Cost Floor

Your discount may be reduced by a special rule called the cost floor. This may apply if your home has recently been purchased or built by your landlord or they have spent money on repairing or maintaining it. Under the cost floor, 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 cost of works carried out over the 15 year period is greater than the market value of your home, you will not receive any discount.

### Valuation

An instructed valuer will contact you to arrange a visit to your home within 8 (Freehold) or 12 weeks (Leasehold) of you receiving your acceptance notice, to carry out the valuation. The landlord will consider the information you have provided on defects and improvements. The valuer will determine how much your property is worth. They will provide this information to your landlord.

## Price Payable

If we agree to sell your home to you, we will send you a separate offer notice (known as the Section 125 Notice) which tells you the price you have to pay and the terms and conditions of the sale.

The Section 125 Notice is an important document and you should read it very carefully.

It will tell you five main things:

- It will describe the property which you have the Right to Buy.
- It will tell you the price the landlord thinks you should pay for it. To calculate this, your landlord must first work out how much your home was worth at the date on which you submitted your application form (valuation), and then take off your discount. If you have made

improvements, these are not allowed to put the price up. If your discount is reduced by the discount limit or the cost floor, the notice must say so.

- It will give estimates of the service charges or improvement costs you will have to pay during the first 5 years after you buy your home, if it is a flat or leasehold house.
- It will describe any structural defects that the landlord knows about.
- It will contain the terms and conditions that your landlord thinks should be attached to the sale. These will be set out as part of the notice.

### **District Valuer**

When you receive your Section 125 notice, you may feel that what your landlord thinks is the full market value of your home is too high. If so, you have a right to obtain an independent valuation from the District Valuer. Before doing so, you have to tell the landlord, within 3 months of receiving the Section 125 notice, that you want a 'determination of value' under Section 128 of the Housing Act 1985. You then have 4 weeks to put your case to the District Valuer. They will also need to inspect your home. The District Valuer's valuation will be the one that counts. Even if it is higher than the landlord's valuation, you will still have to accept it or withdraw your application to buy your home, although you may be able to request a review in exceptional circumstances.



## Can we provide a valuation over the phone to you?

Freebridge are unable to provide a valuation over the phone to you. Each home is different and will require an experienced Valuer to value your home. You will need to follow the correct application process in order to have a valuation carried out on your property. You will be required to attend the office with each named applicant. You will be required to complete the required application form and meet all of Freebridge's requirements to have your application processed. Information to be provided by you will include providing identification and residential documentation in person. We will carry out bankruptcy, insolvency and further checks against you and your property to ensure you are able to proceed with your application. We will require additional forms to be completed on your property by you. As this is a lengthy process, please ensure you are serious about purchasing your property.

If you are looking for a rough valuation of your property, you can look at properties online which have sold in your area.

## **APPLICATION PROCESS:**

1. Complete the correct application form

**Right to Buy Application** 

**Right to Aquire Application** 

2. Submit the application to Freebridge at <u>conveyancers@freebridge</u>. <u>org.uk</u> along with identity information for fraud purposes.

All applicants are required to attend the office with identification (in date) and a residential document dated from within 3 months of the application. If you are not on the tenancy but have lived at the property with the tenant for over 12 months you could possibly purchase jointly. Please supply a residential document dated from over 12 months prior to the application (in addition to the 3 month), birth certificate and sign the additional family member part on the application.

- 3. Once your application has been received with all the necessary information, required checks will be made.
- 4. We will require you to complete a defects form confirming if there are any defects in your home, such as large cracks in your ceilings.
- 5. 4 weeks from the application date we will confirm if your Right to Buy/Acquire has been accepted or denied. We will give you the reason should your application be denied.

However, for the Right to Acquire, if you have been a public sector tenant for 3 years or more and part of that time was with another authority, we will contact you within 8 weeks to confirm whether your application has been accepted or denied.

- Should you disagree with the valuation contact us in writing and we will send it to the District Valuer for a second opinion.
- If you do not respond to our offer letter we will issue a Landlords Notice giving you an additional 4 weeks.
- Should you not respond during those 4 weeks your application will be withdrawn and your file closed.

- 6. Within 8 weeks (Freehold) or 12 weeks (Leasehold) we will arrange a Valuer to attend your home to value the property.
- 7. During the 8/12 weeks we will issue you an offer letter to confirm the valuation, discount and purchase price.
- 8. You have 12 weeks to respond from the date of the offer letter to accept or decline our offer.
- If you accept our offer or the re-determined offer, we recommend you instruct a solicitor and advise Freebridge of who they are. From that point onwards, we will correspond with that Solicitor in order for you to purchase the property.

### First Notice to complete

We will issue you a S.140 notice if:

- The S.125 notice has been served and we do not hear from you within those 12 weeks
- You accept the offer, however no further action has been taken by you or your solicitor, providing all relevant matters have been agreed or determined, to complete the transaction within a period stated in the notice.

This notice will give you 56 days to complete your purchase.

## Second Notice to Complete

If you do not complete within 56 days we will issue a S.141 notice.

This notice will require you to:

- Complete the transaction in 56 days
- If you do not complete in 56 days we will withdraw your application and close your file.



## Tenants Notice of Delay (S.153A)

The RTB6 form is for a tenant to use if their landlord is not completing parts of the Right to Buy application within set time limits.

Use this form and serve it on your Landlord if:

- You have not yet had a notice from your landlord (RTB2) confirming or denying your right to buy and the time for sending that notice has run out.
- It has been established that you have the right to buy, eight weeks have passed (or twelve weeks if you are buying a flat or a leasehold house), and you have not yet received a notice from your landlord telling you the price at which the landlord considers you are entitled to buy.
- Your purchase is held up in some other way. For instance, if you have received a notice of the purchase price and you have served a notice on your landlord stating that you want to pursue your claim to exercise the right to buy, but your landlord is not making reasonable progress towards completing the sale.
- Give your landlord one month to response. Your Landlord may issue a Counter Notice.

For more information on Notices of Delay and the Landlords Counter notice please visit <u>legislation.gov.uk/ukpga/1985/68/section/153A</u>

# Payments of rent attributable to purchase price (S.153B)

If you have served on your landlord a notice of delay and the date to complete has passed or you have received no response to your notice (if the landlord has not served a counter notice). You could be entitled to a refund of rent from the day of default onward until completion takes place. This means a reduction in the amount you pay to purchase your home. Complete form RTB8 and serve it on your landlord.

For more information please visit <u>legislation.gov.uk/ukpga/1985/68/</u> section/153B?view=plain

## What if I want to sell my property?

# Non- rural areas (Right to Acquire and Right to Buy):

If you resell or dispose of the property within 10 years of purchasing the property from Freebridge, Freebridge have the first right of refusal. You will be required to offer the property back to Freebridge at full market value and if your offer has not been accepted within 8 weeks, you will be free to sell the property on the open market.

# Rural Areas (Right to Buy only):

If the property is within a rural area there is a restriction on selling your property. If you wish to sell the property you will need Freebridge's consent to the sale. The purchaser needs to have lived or worked in the Borough of King's Lynn and West Norfolk for at least the last 3 years. Freebridge will require evidence of this. Freebridge Community Housing has a policy regarding the circumstances in which it may release or waive the covenant or allowing consent to a sale to a person who does not meet the criteria.

## **ALL PROPERTIES Discount Repayment**

Your transfer will contain a covenant that the discount will be repayable by you wholly or proportionately if you dispose of the property within five years from the date of transfer or lease to you. The amount of discount to be repaid if you sell within 5 years of purchase will be a percentage of the resale value of the property, disregarding the value of any improvements. The discount repayable by you is reduced by onefifth for each year that passes after the purchase.

## **Right to Acquire and Rural Areas:**

# Properties in these areas cannot be purchased under the Right to Acquire scheme

Not all areas are listed as these are parishes and you may find your area falls under another. To be certain if you cannot locate your area please contact the office.

E.g. Magdalen is located under Wiggenhall St Mary Magdalen and Tilney Cum Islington is located under the parish of Tilney St Lawrence.

The following areas shall be designated rural areas for the purposes of section 17 of the Housing Act 1996 (the right to acquire) and section 1AA(3)(a) of the Leasehold Reform Act 1967 (additional right to enfranchise)

## A

Acle Alburgh Alby with Thwaite Aldborough Aldeby Alderford Alpington Anmer Antingham Ashby St Mary Ashby with Oby Ashill Ashmanhaugh Ashwellthorpe Aslacton Attlebridge Aylmerton

## B

Baconsthorpe Bacton Bagthorpe with Barmer Banham Barford Barnham Broom Barsham **Barton Bendish Barton Turf** Barwick Bawburgh Bawdeswell Bawsey Beachamwell Bedingham **Beeston Regis Beeston St Andrew**  Beeston with Bittering Beetley **Beighton** Belaugh **Bergh** Apton **Besthorpe** Billingford Binham Bintree Bircham Bixley Blakeney Blickling Blo'Norton Blofield Bodham Booton Boughton Bracon Ash

Bradenham Bramerton Brampton Brancaster Brandiston Bressingham Brettenham Bridgham Briningham Brinton Brisley Briston Brockdish Brooke Broome Brumstead **Bunwell Burgh and Tuttington Burgh Castle Burgh St Peter** Burnham Market **Burnham Norton** Burnham Overy **Burnham Thorpe** Burston and Shimpling Buxton with Lammas Bylaugh

# С

Caistor St Edmund Cantley Carbrooke Carleton Rode Carlton St Peter Castle Acre Castle Rising Caston Catfield Cawston Chedgrave Choseley Claxton Clenchwarton Cley Next the Sea Cockley Cley Colby Colkirk Colney Coltishall Congham Corpusty Cranwich Cranworth Crimplesham Cringleford Crostwick Croxton

# D

Denton Denver Deopham Dickleburgh and Rushall Didlington Dilham Ditchingham Docking Downham West Dunton

# Ε

Earsham East Beckham East Carleton East Rudham East Ruston East Tuddenham East Walton East Winch Easton Edgefield Ellingham Elsing Erpingham

# F

Felbrigg Felmingham Felthorpe Feltwell Field Dalling Filbv Fincham Fleggburgh Flitcham with Appleton Florden Fordham Forncett Foulden Foulsham Foxley Framingham Pigot Fransham Freethorpe Frettenham Fring

16 RIGHT TO BUY & RIGHT TO ACQUIRE LEAFLET

#### Fritton and St Olaves Fulmodeston

## G

Garboldisham Garvestone Gateley Gayton Geldeston Gillingham Gimingham Gissing Gooderstone Great and Little Plumstead Great Cressingham Great Dunham Great Ellingham Great Massingham Great Melton Great Moulton **Great Snoring** Great Witchingham Gresham Gressenhall Grimston Griston Guestwick Guist Gunthorpe

## Η

Haddiscoe Hainford Hales Halvergate Hanworth Happisburgh Hardingham Harling Harpley Haveringland Heckingham Hedenham Helhoughton Hellington Hemblington Hempnall Hempstead Hempton Hevingham Heydon Hickling High Kelling Hilborough Hilgay Hillington Hindolveston Hindringham Hingham Hockering Hockham Hockwold cum Wilton Hoe Holkham Holme Hale Holme next the Sea Holverston Holt Honing Honingham Horning Horningtoft Horsey

Horsford Horsham St Faith and Newton St Faith Horstead with Stanninghall Houghton Howe

### Ickburgh Ingham Ingoldisthorpe Ingworth Itteringham

# K

I

Kelling Kempstone Kenninghall Keswick Ketteringham Kettlestone Kilverstone Kirby Bedon Kirby Bedon Kirby Cane Kirstead Knapton

## L

Langham Langley with Hardley Lessingham Letheringsett with Glandford Lexham Leziate

Lingwood and Burlingham Litcham Little Barningham Little Cressingham Little Dunham Little Ellingham Little Massingham Little Melton Little Snoring Little Witchingham Loddon Long Stratton Longham Ludham Lynford Lyng

## M

Marham Marlingford Marsham Marshland St James Martham Matlask Mattishall Mautby Melton Constable Merton Methwold Middleton Mileham Moreley Morning Thorpe Morston Morton on the Hill Mulbarton

Mundesley Mundford Mundham

# N

Narborough Narford Neatishead Necton Needham New Buckenham Newton by Castle Acre Newton Flotman Nordelph North Creake North Elmham North Lopham North Pickenham North Tuddenham North Wootton Northwold Norton Subcourse

# 0

Old Buckenham Old Hunstanton Ormesby St Michael Ormesby St Margaret with Scatby Oulton Outwell Overstrand Ovington Oxborough Pentney Plumstead Postwick Potter Heigham Pudding Norton Pulham Market Pulham St Mary

## Q

Quidenham

# R

Rackheath Raveningham Raynham Reedham Reepham Repps with Bastwick Riddlesworth Ringland Ringstead Rockland St Mary Rocklands Rollesby Roudham Rougham Roughton Rovdon (in the Kings Lynn and West Norfolk district) Runcton Holme Runhall Runton Ryburgh Ryston

18 RIGHT TO BUY & RIGHT TO ACQUIRE LEAFLET

Paston

Ρ

### S

Saham Toney Salhouse Sall Salthouse Sandringham Saxlingham Nethergate Scarning Scole Scottow Scoulton Sea Palling Sedgeford Seething Shelfanger Shelton Shernborne Shipdham Shotesham Shouldham Shouldham Thorpe Shropham Sidestrand Sisland Skeyton Sloley Smallburgh Snetterton Snettisham Somerton South Acre South Creake South Lopham South Pickenham South Walsham Southery

Southrepps Sparham Sporle with Palgrave Stalham Stanfield Stanford Stanhoe Starston Stibbard Stiffkey Stockton Stody Stoke Ferry Stoke Holy Cross Stokesby with Herringby Stow Bardolph Stow Redon Stradsett Stratton Strawless Strumpshaw Sturston Suffield Surlingham Sustead Sutton Swafield Swainsthorpe Swannington Swanton Abbott Swanton Morley Swanton Novers Swardeston Syderstone Т

Tacolneston Tasburgh

Tattersett **Terrington St Clement Terrington St John** Tharston Themelthorpe Thompson Thornage Thornham Thorpe Market Thurlton Thurne Thurning Thursford Thurton Thwaite Tibenham **Tilney All Saints Tilney St Lawrence** Titchwell Tittleshall Tivetshall St Margaret **Tivetshall St Mary** Toft Monks Topcroft Tottenhill Tottington Trimingham Trowse With Newton Trunch Tunstead Twyford

# U

Upper Sheringham Upton with Fishley Upwell

## W

Wacton Walpole Walpole Cross Keys Walpole Highway Walsingham Warham Watlington Weasenham All Saints Weasenham St Peter Weeting with Broomhill Wellingham Wells next the Sea Welney Wendling Wereham West Acre West Beckham West Caister West Dereham West Rudham West Walton West Winch Weston Longville Westwick Weybourne Wheatacre Whinburah Whissonsett Wicklewood Wickmere Wiggenhall St Germans Wiggenhall St Mary Magdalen Wighton

Wimbotsham Winfarthing Winterton on Sea Witton Wiveton Wood Dalling Wood Norton Woodbastwick Woodton Wormegay Worstead Wortwell Wramplingham Wreningham Wretham Wretton

## Y

Yaxham Yelverton

## Non-rural areas

# Properties in these areas may be eligible for the Right to Acquire:

- 10. King's Lynn (PE30)
- 11. West Lynn
- 12. South Wootton
- 13. Dersingham
- 14. Heacham
- 15. Downham Market
- 16. Emneth
- 17. Walsoken
- 18. Hunstanton (New)

If you are purchasing under the Right to Buy scheme you can purchase a property in a rural or non-rural area.



22 RIGHT TO BUY & RIGHT TO ACQUIRE LEAFLET

## **OWNING YOUR HOME** WHAT YOU NEED TO KNOW

You are likely to incur costs when purchasing a property.

## The cost of owning your own home

## Responsibilities

- If you take out a mortgage to purchase your home you will be required to make monthly payments to your mortgage lender. You will pay back more than you borrow.
- If you do not keep up with your mortgage repayments, your mortgage lender could repossess your home.
- You will need to purchase Building Insurance to protect your home as a Freeholder. A Leaseholder of a flat is likely to pay a service charge for Buildings Insurance.
- You may need to purchase contents insurance, life insurance and possibly mortgage protection insurance
- You will be responsible for paying council tax, water, sewage, gas, electricity or other utility bills.
- You will be likely to have to incur expenditure to keep the property maintained and in good repair. If you are a leaseholder this may include paying a service charge for major works.

Please ensure you are able to afford these extra payments before purchasing your home.

## The cost of buying your own home

It is important to give careful thought to the cost and responsibilities of buying your own home. You will need to calculate how much you can afford to spend on buying and running your home.

If you purchase your home, initial costs may include:

• Stamp Duty Land Tax:

Until April 2021, if you buy a property over £500,000 in England and wales you will pay tax.

From April 2021, if you buy a property over £125,000.00 in England you will pay tax. The premium is 2% on the next £125,000.00 of the purchase price (purchase for £125,001-£250,000.00).

E.g. If your property is purchased for £150,000.00 you will not pay tax on the first £125,000.00 but you will pay tax on £25,000.00. You would pay £500 tax to HM Revenue and Customs

- Legal and Survey fees: Your Solicitor will discuss these with you and confirm which surveys they advise you need to have done. You will need to pay your Solicitor for the work they carry out and any fees for surveys and registering your property.
- Valuation fees and costs when taking out a mortgage: Your mortgage advisor/lender will confirm how much these will be
- If you are purchasing the leasehold you are likely to pay service charges. Your Landlord will confirm this in the S.125 Offer Letter to you. Service charges can be high especially if major works are required.

## Service charges may include:

Cleaning and gardening, lifts maintenance, communal electric, communal window cleaning, door entry systems, maintenance of security doors, maintenance of landlords lighting, fire alarms and smoke detectors, play area maintenance and insurance, cyclical maintenance, onsite care taker, agency cover for caretakers, communal TV system, maintenance of unadopted roadways, legionella, testing of emergency lights, cost for onsite office, grounds maintenance, buildings insurance, CCTV, general maintenance, fire risk assessments and administration fees.

In addition to Service Charges you may need to pay improvement contributions, non-itemised works and planned works.

You will pay ground rent annually; this rent is paid under the terms of a lease by the Leaseholder of the property to the owner of the land on which it is built, Freebridge.

## **FREEHOLD AND LEASEHOLD** WHAT IS THE DIFFERENCE?

## Freehold

You are called the Freeholder

WHAT IS A FREEHOLD?

1. The freeholder of a property owns it outright

If you buy a freehold, you are responsible for maintaining your property and land, so you will need to budget for these costs.

Most houses are freehold

### Benefits of having a freehold:

You do not have to:

- Worry about the lease running out, as you own the property outright.
- Deal with the freeholder (often known as the landlord)
- 2. Or pay ground rent, services charges or any other landlord charges (unless specified in the transfer)

## Leasehold

You are called the Leaseholder

## WHAT IS A LEASEHOLD?

3. With a leasehold, you own the property and not the building (subject to the terms of the lease) for the length of your lease agreement with Freebridge.

When the lease ends, ownership returns to the Freebridge, unless you can extend the lease.

Freebridge's lease is for 125 years from the date of your transfer.

Most flats and maisonettes are owned leasehold, you only own your property in the building. The lease will specify what you own and what you are responsible for.

You are likely to pay a service charge to Freebridge for the up keep of the building, communal areas and grounds.

You pay ground rent annually

#### **Buying a leasehold**

When you sell your lease (assign) to someone else you only sell the remaining years. You may find it hard to re-mortgage, insure or sell the property on.

#### You can extend the lease

You can ask the landlord to extend the lease at any time. Once you have owned your home for two years, you have the right to extend your lease by 90 years, provided you are a qualifying tenant.

Freebridge will charge for extending the lease. The cost will depend on the property valuation at that time. You would need to pay for a Valuer to value your property.

If you and Freebridge cannot agree on the cost of extending the lease, you can appeal to the Leasehold Valuation Tribunal. You might need to hire a solicitor and surveyor, which will increase the cost.

#### Where to go for further advice

Freebridge can answer questions on how the scheme operates. For information on mortgages and insurance you should seek your own independent advice as well as asking banks, building societies and insurance companies about their products.

We have taken all reasonable care to ensure that the information contained within this booklet is accurate and up to date. We do not guarantee your application will be successful based on this information, this should only be referred to as a guide and we accept no liability should your application be denied.

Right to Buy/Acquire guidance is available from: <u>https://www.gov.uk/</u> housing-local-and-community/homebuying#guidance\_and\_regulation

Freebridge Community Housing Juniper House Austin Street King's Lynn Norfolk PE30 1DZ

Main Telephone: 03332 404 444

#### Office Opening Hours:

8:45am - 5.15pm (Mon-Thurs) 8:45am - 4.45pm (Fri) Bank Holidays, Saturday and Sunday Closed

#### Out of Office Hours:

The main telephone number (03332 404 444) will divert to our 24 hour emergency service.