



Section

4

Your lease: rights and responsibilities



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Your lease explained

You have a shared ownership lease. This means that you hold a percentage share in the equity value of your property and Bracknell Forest Homes hold the remaining share. The rent you pay is based on the percentage share held by Bracknell Forest Homes. Your lease is a formal contract under which Bracknell Forest Homes is now the landlord and you (the shared owner) are the leaseholder. If you own the property as joint leaseholders, then under the lease each one of you has all the rights and obligations of a single leaseholder.

All our shared ownership leases were granted by Bracknell Forest Council and last for 125 years from the date of the lease.

You are responsible for all repairs to the property and you will need to insure both the property and its contents. If your property is a flat then you may also have to pay a service charge to a management company as well as the rent you pay to us.

If you have the original or a copy of your lease you should keep it in a safe place.

The demise – this means your property and it includes your house or flat and any gardens or the surrounding areas which form part of your property. If you live in a flat your lease will tell you what part of the building belongs to you alone and what parts you share with other people in the building. Your lease will include a plan which marks the extent of your property. Any boundaries for which you are responsible will also be marked on the plan.

The leaseholder covenants – these are your responsibilities as a leaseholder.

For example, your obligations to:

Pay your rent and service charges

Carry out repairs to your property.

The landlord covenants – these are our responsibilities as a landlord.

For example, to:

Allow you to occupy your property without interruption by us

Review and collect the rent.

In addition to the lease, the law governs both you and us, as your landlord.



What are your rights under the lease?

Occupying your home

You have a right to stay in your home as long as you keep to the conditions set out in your lease agreement. If you break them, we may apply to the Leasehold Valuation Tribunal or the court to forfeit your lease and repossess your home.

The types of situation where we may seek possession are:

- Non payment of rent
- Where you, or people living with you or visiting you, cause nuisance or harassment to other people
- Where your home is used for illegal or immoral purposes.

Our aim is to help you stay in your home and we will only take steps to repossess your home where there is no reasonable alternative.

Taking in lodgers and sub-tenants

Your lease does not prevent you from taking in a lodger or subletting the property. However, this may affect your Housing Benefit or Council Tax Benefit and you should contact Bracknell Forest Council to discuss the matter with them first. There could also be tax implications.

Consultation

We will notify you if we propose to sell or transfer the freehold of your home. If that happens, it will not affect your rights under your lease.

We use various methods of consultation. These are described in section 9, 'Getting involved'.

Whatever method of consultation we use, we will give you time to respond and we will consider your comments. We will then let you know what we plan to do.

Personal information

You can ask us about the information we hold about you. Please also see our leaflet "Data Protection, access to your information", for more detailed information.

We are required to comply with any relevant law, including the Data Protection Act 1998. For independent advice about the data protection, privacy and data sharing issues, you can contact the Information Commissioner's Office at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, or visit their website at www.ico.gov.uk.