Onward
Creating positive spaces

Home Purchase Policy

1. Aim

1.1 The Onward Group (hereinafter called “Onward”, “we”,” our” or “us” recognises that a Tenant may be entitled to buy their property or a share of the property as per legislation.

1.2 An Eligible tenant will be able to purchase their property by way of the Preserved Right to Buy (hereinafter called “PRTB” or the Right to Acquire (hereinafter called the “RTA”)

1.3 This policy sets out our approach to managing PRTB / RTA applications from a Tenant who is eligible to exercise the PRTB or RTA.

1.4 We also recognise that the Right to Shared Ownership Scheme (hereinafter called “RSOS”) allows a tenant in England to buy a share of their rented property on shared ownership terms, subject to certain criteria being met.

1.5 A key aim of this policy is to ensure that all applications are assessed fairly and that we sell properties to a Tenant who is eligible within an appropriate timescale and in accordance with relevant legislation and/or guidance.

2. Scope

2.1 This policy covers the PRTB, RTA, and RSOS and does not apply to properties that sit outside of these transactions.

2.2 It is also intended to provide Onward employees with information and best practice advice to assist in processing applications in an efficient and effective way.

3. Vulnerabilities and Reasonable Adjustments

3.1 We are committed to ensuring that services are accessible to any Tenant and will ensure that reasonable adjustments are made for those who need additional support in accessing services and advice in line with our Vulnerabilities and Reasonable Adjustments Policy, this includes but is not limited to:

3.1.1 recognising and recording vulnerabilities where disclosed or identified,

3.1.2 communicating in ways that are tailored and accessible,

3.1.3 exercising discretion sensitively where non-compliance may be linked to vulnerability,

3.1.4 and making reasonable adjustments such as assistance completing any form, alternative communication methods, and flexibility around processes where appropriate.

4. Pre-Application

4.1 A Tenant can find out more information about the different options available to them to purchase their property via the Onward website or by visiting Government websites

4.2 Where a Tenant enquires about purchasing their property, we will carry out pre-application checks to ensure the customer and the property both meet the necessary requirements for the PRTB, RTA and RSOS.

4.3 This may help the Tenant preparing their applications, and helping at an earlier stage may:

4.3.1 Reduce the costs involved in processing applications

4.3.2 Reduce the work in abortive applications, and

4.3.3 Encourage responsible considered applications.

5. Managing Applications

5.1 All applications must be made using the application form.

5.1.1 Right to Buy Application Form

5.1.2 Right to Acquire form

5.1.3 Notice claiming the Right to Shared Ownership

5.2 Fraud

5.2.1 Every Tenant (inc family members) are required to complete a Fraud and Funding Declaration Form

5.2.2 We are committed to the prevention and detection of fraud. We will use and share information with other registered housing providers and relevant agencies where this may help us to identify potential fraud.

5.2.3 All information sharing will be carried out in accordance with data protection legislation. We require all Tenants (inc family members) to provide proof of identification and occupancy before an application is approved.

5.2.4 We will also comply with our Money Laundering and Anti-Fraud Policy when dealing with any application, and the conveyancing process.

5.3 Eligibility

5.3.1 We will assess the eligibility of a Tenant to confirm whether the application can be accepted.

5.3.2 We will assess whether the Qualifying period has been met.

5.3.3 If applicable, we will also check the eligibility of family members named in the application.

5.3.4 If the Tenant is eligible, we will assess whether the property falls under an exemption as defined by legislation.

5.3.5 If the property does not fall under an exemption and the Tenant is eligible the application will be accepted. The Tenant will be updated accordingly as per legislation.

5.3.6 In relation to a RSOS the Tenant will be invited to attend a meeting with us to discuss how Shared Ownership works, what happens when they become a shared owner (costs and responsibilities), key information about shared ownership, and provide an estimate of how much the property is worth.

5.3.7 The Tenant must have an affordability assessment, and their mortgage or financial adviser (of their own choice) and they or the Tenant must confirm that they can afford to proceed.

5.3.8 If neither the Tenant or the qualifying period is not met, or if the Property is exempt the application will be refused and the Tenant will be updated accordingly with the reason for refusal as per legislation.

5.4 Previous tenancies

5.4.1 Where a tenant has provided addresses for previous tenancies (a relevant public sector tenancy), we will try to contact the relevant landlord for confirmation of the tenancy for the purpose of calculating any discount (where applicable).

5.4.2 If a previous tenancy cannot be confirmed, we may ask the Tenant to provide a statutory declaration sworn on oath and witnessed by a Solicitor of their choice. We may also require the Tenant to provide proof of residency at that address alongside the statutory declaration.

5.4.3 Should we not receive a response in line with 5.3.1, or a statutory declaration as per 5.3.2 any previous tenancy without supporting evidence will not count towards any discount (where applicable).

5.5 Succession

5.5.1 Where a Tenant has obtained their tenancy via succession, we will ensure that necessary checks are carried out (in addition to clause 5.2) to determine their eligibility to purchase the property through their chosen purchase method.

5.6 Repairs

5.6.1 Once we have received the application, the Tenant will not be entitled to routine repairs or improvements except if it is required a law, a health and safety issue (gas and electric supplies, repair heating, boiler leaks etc) or to keep the property watertight.

5.6.2 The property will also be excluded from any planned maintenance projects such as bathrooms and kitchen replacements.

5.6.3 The value of the property is based upon the condition of the property as at the date of application (relevant time), hence the exclusion of the property from any planned maintenance projects

6. Valuing the Property

6.1 Initial valuation

6.1.1 We will arrange a valuation by an independent RICS (Royal Institute of Chartered Surveyors) qualified surveyor and will instruct the valuer to disregard any improvements made by the Tenant, where stated on the application and verified, if necessary, when determining the value. The Surveyor will make any appointments for the valuation direct with the Tenant

6.2 Calculating the Offer

6.2.1 Discount and & Percentage Share Calculations:

6.2.1.1 We will calculate the discount entitlement or percentage share to be purchased as per current legislation.

6.2.1.2 We will assess any Cost floor implications that may affect any Discount applicable where applicable.

6.2.1.3 We will also assess whether the tenant has previously benefitted from a discounted sale on another property either with Onward or another public sector landlord and where applicable amend the discount accordingly.

6.3 Offer Notice

6.3.1 Once the valuation has been received, we will issue an offer notice which must include certain information as per legislation which will vary dependant on whether the property is freehold or leasehold.

6.3.2 Where the Tenant returns the Notice of Intention indicating their wish to exercise their wish to proceed with the purchase, the legal team will be instructed to prepare the conveyance or lease so the sale can progress to completion.

6.3.3 Where the Tenant confirms that they no longer wish to exercise their wish to exercise their wish to proceed with the purchase the application will be closed and as a result Clause 5,5 Repairs will not no longer be applicable.

6.3.4 Should a Tenant dispute the valuation Clause 7.3 will come into effect, Once the redetermination has been received clause 7.2 will be followed again.

6.3.5 Where a Tenant does not reply within the notice period given in the offer notice, we will serve any relevant notice (Default Notice, First Notice to Complete, Final Notice to complete) to progress matter to the next relevant stage.

6.4 Disputing the valuation

6.4.1 If the Tenant does not agree with the market valuation of the property, they have the Right to a redetermination of value by the District Valuer. We will make a referral to the District Valuer (subject to receiving the request in writing no later than 3 months from the date of the offer notice.

6.4.2 The District Valuer will determine the value and this determination and is binding on both Onward and the Tenant.

6.4.3 There are limited circumstances in which the determination can be appealed only in cases where there is a significant error.

6.4.4 In relation to a RSOS, the tenant can pay to have a second independent valuation done at their own within three months of the offer notice.

6.4.5 Subject to any redetermination being received, we will advise the tenant of the impact on the discount and sale price in an amended offer notice.

7. Re-Sales

7.1 Where legislation stipulates social housing properties purchased after the 18th January 2005 carry a Right of First Refusal covenant, an owner / occupier must formally offer the property back to the social landlord first. Each case will be assessed on a case-by-case basis. All cases will be processed in line with the Buy Back Policy.

7.2 Should an owner / occupier sell or transfer their property within the discount repayable period they must repay some or all the discount that they received as per their offer notice.

7.3 Onward have discretionary powers to waive or reduce the repayment of discount if the property is sold within the first 5 years of purchase. This discretion is applied strictly and is reserved only for exceptional circumstances. All such requests will require approval from either the Director of Leasehold and Supported or the Executive Director of Operations.

7.4 Where a transfer / lease stipulates a nomination period and the owner / occupier wishes to sell their home, we will consider each sale on a case-by-case basis. Where we do want to exercise our right, we will inform the owner/occupier as per our re-sale’s procedure.

8. Additional Borrowing

8.1 We may agree to a Deed of Postponement where the additional borrowing is for an approved purpose and meets the requirements of the Housing Act 1985. As part of this process the applicant must provide evidence of what the additional borrowing relates to (copy invoices must include costs) so that we may review the same prior to reaching a decision. There are fees applicable for a Deed of Postponement which must be discharged prior to its release.

9. Timescales and Disputes

9.1 We aim to process all applications in accordance with the timescales outlined in legislation.

9.2 Applications / Offer notices will be withdrawn where timescales are not met in compliance with legislation.

9.3 Where there is no legislative appeal or delay process we will act reasonably in processing applications to not unnecessarily delay or hinder any application.

9.4 Any complaint relating to an application in line with this policy must be made in line with our complaints policy

10. Legislation, Regulation and Guidance

10.1 We will comply with any current and amended legislation that may come into force during this period of this policy.

11. Responsibility and Monitoring

11.1 The Director of Leasehold and Supported and The Head of Hone Ownership will be responsible for ensuring the policy is complied with, monitored and updated.

11.2 A monthly update will be provided to the Onward Senior Leadership Team regarding sales and performance against legislative timescales.

Linked Documents:	Data Protection PolicyMoney Laundering and Anti-Fraud policies Complaints Policy Home Ownership Policy Re-sales procedure Buy Back Policy RTB, RTA and RTSO procedures Vulnerabilities and Reasonable Adjustments Policy
Relevant Legislation	Housing Act 1985 Housing Act 2004 Housing and Regeneration Act 2008 Housing (Preservation of Right to Buy) Regulations 1993 (Statutory Instrument 2241), Schedule 6. Housing (Right to Acquire) Regulations 1997

	Housing (Right to Acquire) (Discount) Order 2002 Affordable Homes Programme 2021-2026

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Glossary of Terms

Appeals Process/Right to appeal	If you do not agree with a decision that has been made you can ask that we look at that decision again. We may ask that you give us reasons for this request. There may be some instances where there are restrictions in place on matters that can be appealed. Where this is applicable, we will inform you.
Completion	This is the final transaction in any sale process. Following completion, you will be the owner / occupier of the property.
Conveyancing Process	Conveyancing process is the legal process of transferring property ownership from a seller to a buyer
Cost Floor Rules	The Cost Floor rules prevent your landlord from selling you your home at a discount if the price falls below what they have recently spent on building, buying, repairing, or maintaining it
Deed of Postponement	A Deed of Postponement is a formal legal document required if you want to remortgage or borrow more money within the discount repayment period
Discount Entitlement	You may get a discount on the market value of your home when you buy it if you qualify. Any discount is governed by legislation.
Discount Repayment Period	If you sell your home in the discount repayment period (as referred to in the transfer – if applicable) you will have to pay us a % share of any discount received.
Family Member	Up to three family members have the right to join a Right to Buy application, even if they are not tenants. For a family member to exercise their right to join an application, they must satisfy all 4 of the following requirements: 1. They must be a relevant family member who are specified as: (a)The spouse or civil partner of the tenant; or the tenant and that person live together as if they were husband and wife or civil partners, or

	(b)The tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, or niece. 2. They must live at the property as their only or principal home. 3. They need to have been living at the property for 12 months immediately preceding the date of application, except in the case of spouses or civil partners where the 12-month residential requirement does not apply. Evidence of residence must be provided for family members e.g., being on council tax or electoral rolls. Spouses and civil partners must provide evidence that this is their main or only home and have evidence of the marriage or civil partnership. 4. Are over the age of 18.
Fraud and Funding Declaration Form.	A fraud and funding declaration form is a legally binding statement. It confirms all provided financial and operational details are truthful, acknowledging that falsifying information or failing to declare income constitutes criminal fraud and will result in prosecution, funding rescission, or mandatory repayment
Government legislation	Legislation is a law or a set of laws that have been passed by Parliament that we must comply with.
Independent RICS (Royal Institute of Chartered Surveyors) qualified surveyor	An Independent RICS Qualified Surveyor is a professional working for an independent firm, who is accredited by the Royal Institution of Chartered Surveyors (RICS).. Their primary goal is to provide an unbiased, objective assessment of a property's true condition and market value
Legislative timescales	These are timescales referred to in Government legislation that we and you must adhere to.
Money laundering regulations	Under these regulations we must meet certain day-to-day responsibilities as our business is covered by the Money Laundering Regulations. These include carrying

	out 'customer due diligence' measures to check that our customers are who they say they are, and that any monies that are received as part of any transaction have been obtained legally whilst also assessing any potential risk to our business.
Nomination period	When you give the landlord notice that you want to sell your home, the landlord has a 'nomination period'. This means the landlord has a period of time (depending on the lease) to find a buyer. The landlord may offer to buy back your share, but only in exceptional circumstances and if they have the funds. If the landlord does not find a buyer within the nomination period, you can sell your share yourself on the open market. If the landlord finds a buyer during the nomination period, the sale price will be no more than the current market value of your share. It will be based on a valuation by a surveyor who is registered with the Royal Institution of Chartered Surveyors (RICS).
Open Market	This means selling your property privately, this may involve instructing an Estate Agent.
Offer Notice	The offer notice is the formal offer of sale required under legislation. This will detail the purchase price for which you will be able to purchase the property for, and what other charges may be payable following completion..
Owner / Occupier	This is the registered owner of the property following completion of any purchase as per Land Registry records
Pre-application checks	This is the first stage of the process which begins with the receipt of an application form. These checks are carried out to ensure that all eligibility criteria are met. Should the criteria not be met the applicant will be informed in writing..
Preserved Right to Buy	The Preserved Right to Buy allows a Tenant to keep their secure Right to Buy if their council home was transferred to another landlord (like a housing association) while you were living in it

Proof of identification and occupancy	To apply for the Right to Buy or Right to Acquire, every applicant (tenants and sharing family members) must provide **proof of identity** and **occupancy (proof of address)** alongside their application form.
Property	This is the property that is subject to the tenancy agreement
Redetermination	This is the valuation of the property following a referral to the District Valuer
Relevant time	Date of application
Right to Acquire	You may be able to buy your rented housing association home at a discount through the Right to Acquire scheme. Onward and you must meet the eligibility requirements to proceed to completion. You can apply to buy your housing association home if you've had a public sector landlord for 3 years. These landlords include: • housing associations • councils • the armed services • NHS trusts and foundation trusts Your property must either have been: • built or bought by a housing association after 31 March 1997 (and funded through a social housing grant provided by the Housing Corporation or local council) • transferred from a local council to a housing association after 31 March 1997
Right to Shared Ownership	The Right to Shared Ownership scheme allows some tenants in England to buy a share of their rented home on shared ownership terms subject to criteria being met

	You may be eligible to buy a share of your rented home through the Right to Shared Ownership scheme if all of the following are true: • your household income is £80,000 a year or less (£90,000 a year or less in London) • you cannot afford all of the deposit and mortgage payments to buy a home that meets your needs • you are renting a home that is eligible for the Right to Shared Ownership scheme - check with your landlord if you're not sure • you've been a tenant of social or affordable housing for at least 3 years - it does not have to be 3 years in a row or with the same landlord • you are not overdue with rent or credit payments One of the following must also be true: • you're a first-time buyer • you used to own a home but cannot afford to buy one now
Right of first refusal	If you sell a home and the property is subject to the Right of First Refusal, you must legally offer it back to us first. This is known as the Right of First Refusal
Right of redetermination	If you do not agree with the amount we say your property is worth, you may have the right to ask for a re-valuation.
Succession	Succession to a tenancy is the legal right to inherit and take over a tenancy agreement after the named tenant passes away. It ensures that a surviving partner or qualifying family member can remain in the home, provided they meet strict statutory and landlord criteria
Tenancy Agreement	A tenancy agreement is a legally binding contract between a landlord and a tenant that outlines the rights, responsibilities, and terms of renting a property
Tenant	Tenant includes singular and plural

Valuation	This is the first step in preparing the offer to sell and to establish the open market value of the property at the "relevant time"