

1. Statement of intent

- 1.1 The Saffron Group (referred to hereafter as 'Saffron') is committed to meeting its responsibilities to its tenants where they wish to exercise their Right to Buy or Right to Acquire.
- 1.2 The Sales Team, operating within the Development directorate, manage the two schemes within Saffron. The eligibility criteria and processing of Right to Buy and Right to Acquire are carried out in line with legislation, as set by the Government of the United Kingdom. Part V of the Housing Act 1985 governs the Right to Buy and The Housing (Right to Acquire) Regulations 1997 governs Right to Acquire applications. Saffron will operate within and make reference to these throughout the process of a tenant's application. A tenant cannot exercise the Right to Buy and the Right to Acquire at the same time.

2. Purpose

- 2.1 This policy is designed to set out Saffron's approach to the Right to Buy and Right to Acquire. This policy works in conjunction with other policies which may not be referenced.

3. Preserved Right to Buy

- 3.1 The Right to Buy scheme allows eligible tenants to buy their home at a discount, depending on their individual tenancy and the type of property they live in. To be eligible within Saffron to exercise the Preserved Right to Buy, tenants would need to have held a secure tenancy at the point of the large scale voluntary transfer from South Norfolk District Council on 17 May 2004.
- 3.2 The property must be a self contained general needs property to be eligible for the (Preserved) Right to Buy. Some properties are not eligible for the Right to Buy and as such, tenants will not be able to exercise this right. This includes, but is not limited to, those homes where it is the practice of Saffron to let to older persons or those who qualify for supported housing through a disability need.
- 3.3 The Sales team will refer to Part V of the Housing Act 1985 when assessing applications from tenants to exercise the Right to Buy, when determining eligibility criteria.
- 3.4 Where a valid application has been received from a tenant, the application will be acknowledged within five working days, outlining the next steps of the process. This will include information around Statutory Deadlines, as dictated by Part V of the Housing Act 1985. The tenant will receive a decision as to whether they have been admitted or denied to the Right to Buy scheme within four weeks of receipt of a valid application.
- 3.5 Where a tenant has been denied the Right to Buy, they will be sent an RTB2 notice, detailing the full reasons for the denial, referencing the relevant section of Part V of the Housing Act 1985.

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- 3.6 Where a tenant has been admitted to the Right to Buy scheme, they will be sent an RTB2 notice and a covering letter, outlining the next steps. The tenant will, within eight weeks if the property is to be sold freehold or twelve weeks if the property is to be sold leasehold from the date of the RTB2 admit notice being sent, receive a S125 offer notice. This notice will outline the full costs to purchasing the property, including the discount entitlement and any other relevant information to enable the tenant to make an informed decision as to whether to proceed with the purchase of the property.
- 3.7 All notices which are sent to the tenant by Saffron, will be reviewed and signed off by the Sales Manager or, in their absence, a member of the management team within the Development directorate. The review will include all documents and references which will clearly show how the Sales Advisor has reached their decision. This will be accompanied by a signatory sheet to confirm all actions have been taken fairly to reach the decision.
- 3.8 A tenant has the statutory right to serve an RTB6: initial notice of delay on Saffron if they feel that we are not meeting the Statutory Deadlines or, delays have occurred within their application process. When this is received, Saffron will have one calendar month to either move the process on or, counter the notice with an RTB7: counter notice, explaining that we have done all that we can to progress this. If Saffron do not validly respond to the RTB6 within the timescale, the customer may then issue an RTB8: operative notice of delay. If we receive a valid RTB8, because Saffron has not served an RTB2 or S125 notice, rent payments after the date when Saffron's notice should have been served will reduce the purchase price. Where it was served because of other delays, rent payments after this notice is served will reduce the purchase price. All notices to Saffron served by the customer must be signed by hand and posted. If the notice is not received in this manner, it will be considered to be invalid.
- 3.9 If an RTB6 or RTB8 has been served on Saffron, then these are not to be treated as a complaint or expression of dissatisfaction but instead, follow the prescribed legislative route.
- 3.10 The Sales team will keep an ongoing log of all applications received for the Right to Buy. This will be reported on monthly to ensure that we are meeting our Statutory Deadlines. Where we have not met these, the reporting will be met with commentary to explain why.
- 3.11 Tenants do not have a right of appeal on decisions made by Saffron on eligibility for the Right to Buy. The decisions will be accompanied by cover letters, explaining in full Saffron's stance and reasons for the decisions.

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4. Right to Acquire

- 4.1 The Right to Acquire scheme allows eligible tenants to buy their home at a discount, depending on their individual tenancy and the type of property they live in. To be eligible within Saffron to exercise the Right to Acquire, tenants would need to have held an assured (non-shorthold) tenancy for a minimum of two years. The discount is determined by the Local Authority and for Norfolk properties, is set at £9,000. Saffron has no control over this and must operate within the confines of the legislation when determining the discount entitlement.
- 4.2 The property for which the Right to Acquire has been exercised, must have been built or acquired by a registered provider after 1 April 1997 through public grant funding or, acquired through a stock transfer from a local authority on or after 1 April 1997. If the property is in a Designated Rural Area as set by the Secretary of State, Saffron will not be able to sell the property and the application will automatically be denied. Saffron will refer to The Housing (Right to Acquire or Enfranchise) (Designated Rural Areas in the East) Order 1997 when making a decision on eligibility criteria.
- 4.3 The property must be a self contained general needs property to be eligible for the Right to Acquire. Some properties are not eligible for the Right to Acquire and as such, tenants will not be able to exercise this right. This includes, but is not limited to, those homes where it is the practice of Saffron to let to older persons or those who qualify for supported housing through a disability need.
- 4.4 The Sales team will refer to The Housing (Right to Acquire) Regulations 1997 when assessing applications from tenants to exercise the Right to Acquire, when determining eligibility criteria.
- 4.5 Where a valid application has been received from a tenant, the application will be acknowledged within five working days, outlining the next steps of the process. This will include information around Statutory Deadlines, as dictated by The Housing (Right to Acquire) Regulations 1997. The tenant will receive a decision as to whether they have been admitted or denied to the Right to Acquire scheme within four weeks of receipt of a valid application or, if there is a prior landlord (registered provider) where the qualifying period aggregate has accrued with them, the notice will be sent within eight weeks.
- 4.6 Where a tenant has been denied the Right to Acquire, they will be sent an RTA2 notice, detailing the full reasons for the denial, referencing the relevant section of The Housing (Right to Acquire) Regulations 1997.
- 4.7 Where a tenant has been admitted to the Right to Acquire scheme, they will be sent an RTA2 notice and a covering letter, outlining the next steps. The tenant will, within eight weeks if the property is to be sold freehold or twelve weeks if the property is to be sold leasehold from the date of the RTA2 admit notice being sent, receive a S125 offer notice. This notice will outline the full costs to purchasing the property, including the

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discount entitlement and any other relevant information to enable the tenant to make an informed decision as to whether to proceed with the purchase of the property.

- 4.8 All notices which are sent to the tenant by Saffron, will be reviewed and signed off by the Sales Manager or, in their absence, a member of the management team within the Development directorate. The review will include all documents and references which will clearly show how the Sales Advisor has reached their decision. This will be accompanied by a signatory sheet to confirm all actions have been taken fairly to reach the decision.
- 4.9 The Sales team will keep an ongoing log of all applications received for the Right to Buy. This will be reported on monthly to ensure that we are meeting our Statutory Deadlines. Where we have not met these, the reporting will be met with commentary to explain why.
- 4.10 Tenants do not have a right of appeal on decisions made by Saffron on eligibility for the Right to Buy. The decisions will be accompanied by cover letters, explaining in full Saffron's stance and reasons for the decisions.

5. Portability

- 5.1 Portability is the term used where, due to the condition of the property to which a tenant wishes to exercise the Right to Buy or Right to Acquire or if there are plans to demolish the property, the property cannot be sold and tenants can be offered an alternative eligible property to exercise this right.
- 5.2 It is the current decision of Saffron that this option will not be given to tenants.

6. Post Sale Restrictions

- 6.1 On the completion of the sale of the property through Right to Buy or Right to Acquire, restrictions are placed within either the Transfer or Lease and reference on the Title Register. This then means that when the owner, once this has been disposed of from Saffron's ownership, wants to make changes to the ownership of the property, or raise or change a legal charge, they will require consent from Saffron before this can be done.
- 6.2 There are two types of restrictions that are typically placed upon the property, following the disposal through either Right to Buy or Right to Acquire. These are the Right of First Refusal and Repayment of Discount restrictions.
- 6.3 The Right of First Refusal restriction remains in place for ten years following the original sale of the property through the Right to Buy or Right to Acquire, in line with S159 of Part V of the Housing Act 1985. This restriction means that the customer must offer the property back to Saffron before they try to sell on the open market. Saffron will then be required to purchase the property back or, if the Right of First Refusal is not exercised, must provide the owner with a Certificate of Compliance, detailing that the restriction has

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been complied with. This must be done within eight week of receiving notification from the owner, or we will not be able to exercise our right.

- 6.4 The Repayment of Discount restriction remains in place for five years following the original sale of the property through the Right to Buy or Right to Acquire, in line with S151B of Part V of the Housing Act 1985. If the owner wishes to sell the property within this time period, they must repay their discount to Saffron, which will be calculated for them. Saffron must then provide a Certificate of Compliance, detailing that the restriction has been complied with.
- 6.5 All restriction requests which are sent to Saffron, will be reviewed and signed off by the Sales Manager or, in their absence, a member of the management team within the Development directorate. The review will include all documents and references which will clearly show how the Sales Advisor has reached their decision. This will be accompanied by a signatory sheet to confirm all actions have been taken fairly to reach the decision.
- 6.6 The list of actions to take for restrictions set is not exhaustive and other requests may reasonably be made to Saffron. Saffron cannot charge for the first requests which are made and carried out with regards to restrictions, but may for any subsequent owners where the restrictions are still in effect.

7. Complaints

- 7.1 The level and type of complaints will be monitored in accordance with Saffron's compliments, suggestions and complaints scheme.

8. Equal Opportunities

- 8.1 To ensure that equal access to our services is available, Saffron will comply with all legislative requirements and good practice relating to equal opportunities. We will endeavour to avoid exclusions or restrictions that are not appropriate to the housing and support needs of leaseholders that may lead to discrimination. We will ensure that all leaseholders receive a consistent level of quality service.
- 8.2 Saffron recognises that there may be circumstances where it will need and/or wish to take different or alternative action to that outlined in this policy and it reserves the right to do so.

Consulted with CAP	Xxxxxx 2021 / NA if Not Applicable
Board/Committee	Board
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