1. What is the purpose of this policy?

The provision of new homes, including the provision of Affordable Home Ownership (Shared Ownership) is a key component of bpha's Corporate Strategy. Many of bpha's homes are sold to customers on a leasehold basis.

The purpose of this policy is to set out the circumstances in which bpha can and is prepared to, agree to change (vary) something written down in your lease at your request.

2. Who is the policy for?

This policy is for all Leaseholders who have a lease agreement with bpha.

3. What are the main principles of this policy?

The main principle of this policy is to ensure that bpha's approach to amending leases is clear, consistent, fair and efficient.

4. What is a lease?

If you own your own home, you may have a 'lease' of that home. You will normally have a lease if you live in a flat, or if you live in a house where you pay rent to bpha as a 'shared owner'. In both cases you will be a legal owner of a leasehold interest. bpha will normally be the 'freeholder' but may in some cases be a leaseholder with a 'headlease'.

The lease sets out the legal agreement between you and bpha. The exact terms of each lease will be different depending on when and how you purchased the property. Leases will also be specific to a home or neighbourhood, for example to reflect different arrangements for parking.

5. What lease will bpha give to me?

bpha will grant a lease of a home in line with relevant legislation. For example, for Shared Ownership, we will grant the Homes England standard form of lease at that time. This sets out a form of lease with some fundamental clauses that cannot be changed. bpha may change other clauses in line with its own requirements, or because of the location or physical features of the home e.g. estate roads or solar panels.

The term of lease granted can differ depending on the type of product you are purchasing through. For example, new shared ownership leases will be granted for a period of 999 years from the commencement date, but properties bought through Right to Buy or Right to Acquire may not be granted the same terms.

If you have bought or are in the process of buying a property that has an existing lease, upon completion you will be assigned that lease. Older homes will have a shorter lease term of either 125 years or 99 years from the date of commencement and you will be buying the remaining lease term.

6. When will bpha agree to amending my lease?

bpha will only agree to amend your lease if there is an obvious mistake in the original lease (for example a cross reference that is missing or clearly incorrect); in instances where there are rights for bpha which we can no longer legally enforce; or following final staircasing to remove 'pre-emption rights'.

Sometimes there is something in the original lease which might be an error, but it will need further investigation – for example a boundary on the ground that is different to the boundary in the lease. In these circumstances we will investigate, but we may not agree to amend your lease.

Sometimes a bank or building society might ask for a more modern form of lease as part of lending arrangements. We will consider such request, but we would only agree if the agreement between us remains the same. So, for example, if we do not undertake any repairs to your home, we will not agree to change the lease to start carrying out repairs and we would not agree to changes in rent or service charge arrangements.

A lease can only be changed when the changes are agreed by both parties, and the changes are written into a signed deed. In some cases, changes to your lease may need to be agreed with the governments housing and regeneration agency.

7. When will bpha not agree to amending my lease?

bpha will not agree to amend your lease just because it is 'old'; because you are not named on the lease; or because it is not the most recent version. This is because, whilst the form of leases has changed over the years, the lease reflects the agreement between us, and we should both continue to honour what was agreed.

We cannot agree to change the fundamental clauses within your shared ownership lease:

- Alienation provisions
- Mortgagee protection
- Staircasing provisions
- Rent review
- Pre-emption provisions (except upon final staircasing)

For homeowners who live in flats, leases often require everyone in the block to have a very similar form of lease. This means that we are less likely to agree any changes if you are in a flat, as we will need to consider our agreement with other homeowners within your block.

Like you, bpha has a mortgage. This allowed us to borrow money to build your home, but we may be restricted from making changes to leases by our lenders. We may also be restricted from making changes due to planning requirements or the requirements of our own landlord or another party, such as a management company.

8. Will you agree to extending my lease?

You will need to refer to our lease extension policy in relation to lease extensions.

9. Will you charge me to amend my lease?

Yes – we will charge you our reasonable administration costs, plus any legal or surveyor costs. These will vary depending on the circumstances. The only exception to this is where there has been a mistake by bpha or its solicitors where we will put things right at our own cost.

10. How can further support, advice and assistance be obtained?

We are committed to providing customers with support, advice and assistance. You can find out more information about leases on our dedicated homeownership page https://www.bpha.org.uk/living-in-my-home/your-lease/315/

Should you wish to discuss varying your lease, please contact us directly by either calling 01234 674 070 or emailing homeownership@bpha.org.uk.

To find out more about your rights and responsibilities as a leaseholder, please visit https://www.lease-advice.org/.

If customers have a vulnerability or require an adjustment to our services, we offer support in line with our Customer Reasonable Adjustment Policy and/or our Vulnerability Policy.

11. How will this policy be communicated to customers?

This policy will be made readily available and easily accessible on the bpha website.

12. What legislative and regulatory requirements is bpha required to consider?

This policy is supported by and informed by The Leasehold Reform Housing and Urban Development Act 1993, The Leasehold and Freehold Reform Act 2024 (LAFRA), and Homes England's Capital Funding Guide.

This policy supports the delivery of the Regulator of Social Housing's Consumer Standards: Transparency, Influence, and Accountability Standard.

This policy is supported by our Equality, Diversity and Inclusion Strategic Plan.

13. How will this policy be monitored and reviewed?

This policy will be reviewed every 3 years or sooner if there are legislative changes that require policy consideration.

The success of this policy will be monitored by the Assistant Director – Marketing and Sales, it

will be measured through obtaining customer feedback through satisfaction surveys. Lease extensions and policy matters will be reported through the Development and Sales leadership meetings.

Policy Number	Approved by	Date Approved	Policy Owner
SM042	ELT	17/08/2026	Assistant Director – Marketing and Sales