

# Selling Your Home

You do not need our permission to sell your home. If you choose to sell your home, you should approach estate agents of your choice to advertise the property on the open market. When the sale has been agreed, the buyer's solicitor will generally request information from your solicitor as part of standard pre-sale enquiries. Your solicitor will contact us on your behalf to obtain it. We charge a fee for management information.

Under the terms of your lease, you are liable for service charges up to the day the sale of the property is completed. Your solicitors should contact us to inform us of this date in order that your service charge account can be closed.

The buyer or the buyer's legal adviser must confirm that the lease has been transferred from your name by sending us a lease assignment. Until we are notified of the sale, demands for service charges and ground rent will continue to be issued in your name.

### **Paying back discount**

If you have bought your home under the Right to Buy scheme, you can sell it whenever you wish. However, if you sell within the discount repayment period you will usually have to repay some or the entire discount. The discount repayment period lasts for 5 years but this is dependent upon when you bought your home. The rules on liability to repay discount are determined in your lease.

### **Right of First Refusal**

If the property you are selling was bought under the Right to Buy and Right to Acquire schemes within 10 years of purchasing it, the law states, the seller must approach First Choice Homes Oldham (FCHO) before selling it on the open market to give them the opportunity to buy it back.

### **Moving out temporarily**

If you are due to be away from home for a long period, please let us know before you leave and provide us with details of where you can be contacted. If you are away for more than 120 consecutive nights the building insurance may not pay out – Download or view building insurance policy schedule for details from the FCHO web site. It may also be advisable to leave your forwarding address and contact telephone number with a relative or neighbour, in case of an emergency.

We would advise that you of the water, gas, electricity and drain water from the central heating system and where appropriate water holding tanks. Please note that you will still have to pay your service charges while you are temporarily away from home.

## Sub-letting

We have no objection to you subletting your flat and becoming a landlord, but you must inform us immediately. If you do not do this, we will be unable to arrange for the building insurance policy to be amended so that it correctly reflects the change in occupation.

## Sub-letting (continued)

You may also risk any subsequent claims being rejected by the insurers. Other things you will need to do if you sub-let your flat are as follows:

- You must make sure that your tenant keeps to all the conditions which are in your lease as you are responsible for their actions
- You must let us know your new address so that the service charge invoices can be sent to you. Please note you will still be responsible for paying your service charge even if you charge it to your tenant as part of the rent they pay you.
- If you pay for heating you must continue to pay us; not ask us to bill your tenant direct. If you wish to charge your tenant you will need to bill them yourself.