



Right to Buy Policy

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Review Frequency: MDH will review this Policy every 5 years and as required to address legislative, regulatory, best practice or operational issues. However the Head of Housing and Health is given delegated authority to make minor amendments to the Policy as required by legislative changes, formal guidance or local operational considerations

1	Introduction	3
2	Aims and Objectives.....	3
3	Legal Framework and Context	3
4	Relevant Legislation	4
5	Help with Right to Buy	4
6	Exemptions from Right to Buy	5
7	Discounts.....	6
8	Admitting or denying an application.....	7
9	Making the Offer to Sell.....	7
10	Delay Procedure.....	8
11	Conditions, Covenants and Rights	9
12	Solar Panels.....	11
13	Requests for Permission under a Covenant and/or Removing a Covenant.....	12
14	Repayment of Discounts and Requests to Waive Repayment of a Discount	13
15	Statutory Buy Backs	14
16	Complaints	16
17	Equality Impact Assessment	17

1 Introduction

- 1.1 The Housing Act 1985 (as amended) gave social housing tenants certain rights to buy their council homes.
- 1.2 This policy provides Mid Devon Housing's (MDH) approach to Right to Buy and details the statutory requirements.

2 Aims and Objectives

Aim

To provide tenants who wish to exercise the right to buy their council home details of what is involved and covenants that will be placed on the sale of any home owned by Mid Devon Housing.

Objective

To provide tenants with a balanced view on the expectations and restrictions which may occur when they exercise their right to buy.

3 Legal Framework and Context

- 3.1 The Regulatory Framework for Social Housing is made up of regulatory requirements, codes of practice and regulatory guidance that must be met by registered providers of social housing, which is governed by the Regulator of Social Housing (RSH).
- 3.2 The Social Housing (Regulation) Act 2023 has impacted the regulatory framework for social housing and introduced a new proactive, consumer regulation regime focussed on meeting the needs of tenants. One aim of the Act was to ensure that providers of social housing, such as the Council treats its tenants fairly and with respect.
- 3.3 These new standards are there to ensure people feel safe and secure in their homes, can get problems fixed before they spiral out of control, and for them to see exactly how well their landlord is performing by giving tenants a stronger voice.
- 3.4 The RSH introduced a series of 22 mandatory Tenant Satisfaction Measures (TSMs) creating a new system for assessing how well social housing landlords in England are doing at providing good quality homes and services. These measures include those applicable directly to building safety as well as those based on a number of tenant perception surveys setting out tenants' views on our performance.
- 3.5 The TSM's associated with this Policy are:
 - TP01 – Overall Satisfaction
 - TP08 - Agreement that the landlord treats tenants fairly and with respect
 - TP09 - Satisfaction with the landlord's approach to handling of complaints

4 Relevant Legislation

- Housing Act 1985 (as amended) Part V – Right to Buy
- Housing (Preservation of Right to Buy)(Amendment) Regulations 1999
- Housing (Right of First Refusal)(England) Regulations 1999
- The Fraud Act 2006
- Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017
- The Leasehold Reform Act 2022
- The Housing (Right to Buy) (Limits on Discount) (England) Order 2024

5 Help with Right to Buy

5.1 There are a number of resources available to support tenants who wish to exercise their right to buy their Council home. These include:

- GOV.UK website: [Right to Buy: buying your council home](#)
- [Own Your Home website](#) including an eligibility quiz, discount calculator tools and FAQs
- [The Knowledge Hub](#)
- The Right to Buy Team email address: <mailto:RTB@levellingup.gov.uk>
- [Citizens Advice](#)

5.2 MDH also signpost tenants to the Right to Buy Agent service, which is the official government helpline:

- [Right to Buy: Contact an agent](#)
- Email: <mailto:enquiry@righttobuyagent.org.uk>
- Telephone: 0300 123 0913

5.3 The Right to Buy Agent service offers free advice on:

- the Right to Buy and Preserved Right to Buy process;
- the eligibility criteria;
- how to complete the Right to Buy application form;
- where tenants can get financial and legal advice;
- what tenants can do if their application is delayed.

5.4 MDH provides all new secure tenants with a Right to Buy information document and provides the document to all secure tenants every 5 years.

5.5 The Right to Buy Information document provides tenants with:

- The circumstances in which the Right to Buy can and cannot be exercised;
- The exceptions to the Right to Buy;
- The procedure for claiming to exercise the Right to Buy;
- The price payable for the dwelling-house by a tenant exercising the Right to Buy;

- Delay notice procedures for landlords and tenants set out in sections 140, 141, 153A and 153B of the Housing Act 1985;
- The fact that initial costs are likely to be incurred by a secure tenant exercising the Right to Buy, with specific reference to costs in respect of:
 - Stamp duty.
 - Legal and survey fees.
 - Valuation fees and costs associated with taking out a mortgage.
- The fact that a secure tenant will be likely to have to make regular payments as an owner of a dwelling-house, with specific reference to payments in respect of:
 - Any mortgage or charge on the dwelling-house.
 - Building insurance, life assurance, and mortgage payment protection insurance.
 - Council tax.
 - Water, sewerage, gas, electricity, and other utility services.
- The risk of repossession of the dwelling-house if regular mortgage payments are not made;
- The fact that in order to keep the property maintained and in good repair, the owner of the dwelling-house will be likely to have to incur expenditure, which may include payment of service charges in respect of major works.

6 Exemptions from Right to Buy

6.1 Not all tenants have the right to buy the MDH home they live in. Schedule 5 of the Housing Act 1985 provide that the following circumstances are exempt from the tenant's right to buy:

- a) where the landlord is a trust or certain type of housing association;
- b) where the landlord does not own the freehold and the remaining lease is:
 - 21 years or less if your home is a house/bungalow; or
 - 50 years or less if it is a flat/maisonette. (in both cases, this relates to the date when the tenant serves the RTB1 (application form)
- c) where the property is within the boundaries of a building held by the landlord for purposes other than housing and was let to the tenant (or a predecessor) for the purposes of employment;
- d) where the property is let for the purpose of housing disabled persons or elderly persons or persons with a mental disorder; and has substantially different features to ordinary dwellings;
- e) where the property is held by the landlord on a tenancy from the Crown;
- f) where a final demolition notice is in place.

6.2 There are some circumstances where tenants themselves are exempt from exercising their right to buy. These are:

- a) if the tenant or someone they hold the tenancy with is subject to an order of the court for possession of the property
- b) if the tenant or someone who is joining in the Right to Buy with them:

- is subject to a bankruptcy order;
- has a bankruptcy petition pending;
- is an undischarged bankrupt;
- has made an arrangement with a creditor the terms of which remain unfulfilled;
- benefits from a moratorium period under a debt relief order; or
- is subject to a suspension period under an order made under section 121A of the Housing Act 1985 due to anti-social behaviour.

7 Discounts

- 7.1 The Housing (Right to Buy) (Limits on Discount) (England) Order 2024 was introduced by the Government and came into force on 21st November 2024. This set a limit on the amount of discount that would be awarded to tenants. For Mid Devon tenants the maximum discount which can be applied is £30,000.
- 7.2 The maximum discount tenants can get is whichever is lower:
- 70% of the value of your property
 - the maximum discount for your region
- 7.3 A secure tenant of a house will accrue a discount of 35% after they have been a public sector tenant for between 3 and 5 years. After 5 years the discount will go up 1% every year that they have been a public sector tenant, until a maximum of 70% of the property value, up to a maximum of £30,000.
- 7.4 A secure tenant of a flat will accrue a discount of 50% after they have been a public sector tenant for between 3 and 5 years. After 5 years the discount will go up 2% every year that they have been a public sector tenant, until a maximum of 70% of the property value, up to a maximum of £30,000.
- 7.5 The discount figure can consist of partial years added together with joint tenants exercising their right to buy. The monetary value of this percentage is deducted from the market valuation of the property.
- 7.6 Where a tenant has exercised their right to buy in the past, or where one joint tenant has exercised their right to buy in the past, the discount shall be reduced to take into any previous discount awarded under section 130 of the Housing Act 1985.
- 7.7 If, in order to meet the minimum tenancy period to qualify for the Right to Buy, an application has relied on the qualifying years of a joint tenant who has chosen not to join in the Right to Buy, that tenant may only use their own qualifying years when calculating their discount entitlement.

8 Admitting or denying an application

- 8.1 The first stage of the Right to Buy process begins with the receipt of an application form Notice Claiming the Right to Buy (RTB1) from a tenant. MDH are required to respond to the tenant with a Section 124 notice Right to Buy: Notice in Reply to a Tenant's Claim (RTB2) advising them whether their application has been accepted or denied.
- 8.2 The date that the RTB1 is received by MDH is referred to as the 'relevant time' and sets the date for valuation and calculation of the sale price. It is also the date used to calculate the admittance or denial statutory timescale.
- 8.3 MDH must admit or deny an application within 4 weeks of receiving the application or within 8 weeks, if the tenant has had a tenancy with any other landlord.
- 8.4 If MDH do not meet the statutory timescale for accepting or denying an application, the applicant is entitled to use the delay procedures to claim compensation for any delay caused by MDH.

9 Making the Offer to Sell

- 9.1 Once an application has been admitted and MDH have sent a Section 124 notice (RTB2) to the tenant telling them they have the Right to Buy, MDH must send a Section 125 offer notice which gives the purchase price and the terms and conditions of the sale.
- 9.2 The time limit for this is normally 8 weeks for a freehold property (house/bungalow). If the property is leasehold (flat/maisonette) the time limit is 12 weeks. In a few cases, houses and bungalows are also leasehold and the time limit of 12 weeks will also apply where this is the case.
- 9.3 If MDH do not meet the timescale set down in legislation, the applicant can use the delay procedure to claim compensation for any delay caused by MDH.
- 9.4 Once the applicant's Right to Buy has been admitted, MDH will need to calculate the sale price for the property (section 126) and to do this we will need to:
 - Establish a value for the property;
 - Calculate the level of discount to be applied;
 - Establish any applicable leasehold charges; and
 - Identify any previous public sector discounts which the applicant(s) may have received.

- 9.5 MDH will determine any Cost Floor amount which may affect the discount entitlement. As part of the calculation of the sale price of the property MDH will need to determine the Cost Floor figure. This is the amount spent on an individual property in the 30 year period prior to receipt of RTB1 regardless of when the property was built or acquired.
- 9.6 A Cost Floor amount should include the costs of:
- a) The construction of the dwelling, including site development works and acquisition of land;
 - b) The acquisition of the dwelling;
 - c) Those works initially required following the acquisition of the dwelling by the landlord to put it into good repair, or to deal with any defects (exceptions apply where the property was acquired under Part XVI of the ACT);
 - d) Those works of repair or maintenance: or works to deal with any defect affecting the property (except works in paragraph c above). Costs can only be included in the Cost Floor where the aggregate of those costs exceeds the sum of £5500: the figure that is included in the costs is the amount in excess of £5500 (i.e. the first £5500 cannot be included in the Cost Floor Calculation).
- 9.7 Once MDH have all this information MDH will then be able to complete and issue a Section 125 Offer Notice which is the formal offer to sell the property under the Right to Buy scheme.
- 9.8 Should a tenant wish to escalate a dispute or challenge following receipt of their Section 125 offer, they will need to place this request in writing. MDH will then escalate this request onto the Valuation Agency Office (District Valuer) who will progress with their dispute.
- 9.9 Following receipt of the outcome decision from the District Valuer, MDH will then reissue the tenants S125 Offer Notice in accordance to the valuation figure supplied. The tenant will then have a further 12 weeks from the date of their reissued offer to decide if they wish to purchase.

10 Delay Procedure

- 10.1 If an applicant has applied to exercise the Right to Buy their home and believes that their landlord is in some way delaying the process, they are able to use the delay procedures prescribed in legislation.
- 10.2 The tenant can use the procedure at any time when the landlord is causing delay. There are statutory timescales set for the first two stages in a Right to Buy sale where the delay process may become relevant.

- 10.3 Once the tenant has applied to exercise their Right to Buy, MDH must send them a Section 124 notice (RTB2) telling them whether or not they have the Right to Buy. We must do this within 4 weeks of receiving their application or within 8 weeks if the tenant has not been our tenant for the full qualifying period.
- 10.4 Once it has been established that the applicant has the Right to Buy, MDH must send a Section 125 Offer Notice which gives the purchase price and the terms and conditions of sale. The statutory timescale allowed for this is 8 weeks for a freehold property and 12 weeks for a leasehold property, from the date the RTB2 was served.
- 10.5 Once the tenant has received the Section 125 Offer Notice, they must tell MDH whether they wish to go ahead with the Right to Buy sale.
- 10.6 If the tenant decides to go ahead, MDH will pass the file to the Council's legal services to complete the sale of the property when the offer has been accepted by the tenant.
- 10.7 Once the Right to Buy application has been approved and the process is in progress, the Council will only perform emergency repairs. The property will be excluded from any capital projects, and all scheduled works will be suspended.

11 Conditions, Covenants and Rights

Conditions

- 11.1 There are two types of conditions which are applied to all sales of council homes under the right to buy legislation. Only one of these will be applicable to the property and is dependent upon whether the property is located in a rural area or one of the three main towns in Mid Devon, i.e. Tiverton, Cridton or Cullompton
- For properties outside Tiverton/Cridton/Cullompton (these are designated rural areas by the Secretary of State), a restriction under section 157 of the Housing Act 1985 limiting the class of person (see below explanation) to whom the property can be resold and to whom it may be leased or licenced in the interim.
 - The condition is a prohibition on disposals without the consent of the Council until such time as it may notify the purchaser that it is waiving its rights under the covenant, if it ever chooses to waive these rights. Consent is not to be withheld if the disposal is to a person who has, throughout the period of three years preceding the application for consent (a) has their place of work and/or (b) has their only or principal home in the region of Devon.
 - MDH may consider consenting to a sale to a person who does not meet these criteria, on a discretionary basis. For example, in situations where a seller is able to demonstrate with sufficient evidence that they have not been able to sell their property for a significant amount of time, but they have found a potential buyer who resides close to the border of Mid Devon.

- For properties in Tiverton/Crediton/Cullompton a condition that there is no transfer or lease of the registered estate within 10 years of the date of the original sale unless the transfer or lease complies with the requirements of section 156A Housing Act 1985 which relates to the right of first refusal (detailed in section 14 of the Policy).

11.2 In both of these situations a restriction will automatically be registered against the title register of the property when it is registered into the tenant's name by their solicitor at the Land Registry.

Covenants

11.3 Additional covenants might be imposed which relate to the current and future enjoyment of the property. These may include:

- Not to use the property other than as a single private dwelling-house;
- Not to carry on any trade or business upon the property;
- Not to obstruct estate roads, footpaths, lay-bys or entrances to car parking areas;
- Not to use parking areas for any purpose other than the parking of a single motor vehicle;
- Not to park a motor vehicle on the property except in a proper garage or on a hardstanding properly constructed to the satisfaction of the Council;
- Not to park any trailer, caravan, boat or item of mechanical plant or equipment on the property without the previous written consent of the Council;
- Not to allow any wall fence hedge or gate associated with the property to fall into a state of disrepair;
 - To maintain open plan gardens as an open plan feature;
 - To repair and maintain nominated boundary features;
- Where applicable to pay a maintenance charge comprising a reasonable proportion of the expenditure which the Council has incurred or will incur in:
 - maintaining and keeping in repair roads, paths, lay-bys, parking areas and any other areas referred to in the transfer including amenity/grassed areas maintained by the Council; and
 - works and management including (but not limited to) maintaining, repairing, emptying, renewing, replacing and relocating any septic tank/treatment plants benefitting the property
- To indemnify the Council against breach of any covenants or other matters to which the Council's title to the property may be subject;
- To maintain in good repair order and condition any wall fence hedge or gate on a boundary marked with an inward facing "T" on the Plan;
- To maintain cleanse repair renew and relay when necessary all conducting media serving the Property and laid in on over or under the Property and to bear with the owners of the adjoining properties in equal proportion the costs charges and expenses of maintaining cleansing and repairing renewing and relaying any

Conducting Media and any other things used in common as need shall require.
Please note that this includes sewage treatment plants;

- Not to dispose of the property or any part of it or grant any interest in it to any person to occupy it without obtaining from such person covenants in favour of the Council to observe and perform the covenants in the Transfer. A restriction will also be placed on the property to ensure future owners are bound by this provision.

Rights Granted and Reserved

- 11.4 The property may be granted permanent rights which a tenant currently enjoys in connection with their use of the property, such as pedestrian access over shared footpaths, vehicular access over roads and parking areas. These rights may be subject to a fair proportion of future contributions by the purchaser towards its upkeep and maintenance by the Council.
- 11.5 The property may be sold subject to rights that are being reserved by the Council, for example, a property may be sold with a footpath included in the boundary of it which is subject to rights being reserved for shared access by the Council and neighbouring occupiers/owners. These rights will be subject to a fair proportion of future contributions by the Council towards their upkeep and maintenance by the purchaser.

Flats

- 11.6 Where a top floor flat is purchased under the right to buy the loft space does not form part of the property being sold. It remains within MDHs ownership as with the other common parts of the building. Tenants are not permitted to use, access or obstruct access to these areas.

12 Solar Panels

- 12.1 If a tenant exercises their Right to Buy (RTB) and have Solar Panels (PV or Photovoltaic Panels) installed on their roof which belong to a third party solar panel provider, they will need to be aware of the following:
- 12.2 The tenants of houses with solar panels will have three choices when they come to exercise the right to buy
- They can grant a lease of the roof space to the solar panel provider (currently Anesco Mid Devon) for the period left on the current lease with MDH. The tenant will continue to receive the benefit of the free electricity supply.
 - They can buy the solar panels outright from MDH; they then become the tenant's property and their responsibility. The tenant will still receive free electricity and also an income called a Feed in Tariff which would help pay back for their investment.
 - They can have the solar panels removed. They will no longer receive the free electricity supply that they currently benefit from. The removal of the panels will take place before completion of the purchase, but only when a completion date has been agreed.

- 12.3 Tenants of flats will not have an option to grant a lease, purchase or remove the panels when exercising their right to buy. This is because the roof space of all MDH blocks of flats remains in the ownership and control of MDH. Owners of flats will continue to receive the benefit of the free electricity supply.
- 12.4 If a tenant exercises their RTB and have Solar Panels (PV or Photovoltaic Panels) installed on their roof which belong to the Council, the solar panels will be valued as part of the property during the application stage and they will be included in the sale. There is no option to remove the solar panels from properties where the equipment is owned by the Council.

Further information can be found in our Questions and Answers leaflet.

13 Requests for Permission under a Covenant and/or Removing a Covenant

- 13.1 Covenants are imposed on sold properties in order to protect the general amenity of the area in which a property is situated and used and enjoyed by other occupiers in the estate.
- 13.2 MDH will not normally waive its right to a covenant and potential right to buy owners should be aware that the restrictions imposed may affect the future sale of their home which may not sell at full market value or take longer than average to sell.
- 13.3 Some covenants may specifically allow an owner to proceed with certain proposals, such as parking a vehicle on their property, with the prior written consent of the Council. A tenant will be advised on the effect of the covenants being imposed in their offer notice and by their solicitor. MDH will take a consistent and reasonable approach when considering requests to waive or remove a covenant affecting a property and it will take into account the effect the removal of the covenant may have on the Council's retained estate.
- 13.4 In order to apply for consent under a covenant, or for the permanent removal of a covenant which is absolute, an application with full proposals, plans and specifications will need to be submitted to MDH for consideration. An example of a covenant which is absolute is '*not to use the property as anything other than a single private dwellinghouse*'. This type of covenant prevents owners from building second dwellings within their property and there is no scope for the Council providing written consent. In this situation a formal application to remove or waive the covenant will need to be submitted to the Council.
- 13.5 Where a covenant states that permission from the Council is required, an administration fee will be payable on submission of the application. A legal fee will be payable if formal consent is granted at a later stage. The fee will be determined by the nature and effect of the application.

- 13.6 Where a covenant is absolute and the request is for its removal, a formal valuation using an accredited RICS Surveyor is required in order to assess the impact the removal of the covenant will have on the Council's retained estate and this may result in a payment to the Council. The Surveyor's fee will be met by the owner and will be payable on submission of the application in addition to the administration fee.
- 13.7 The Operations Manager(s) will make a determination on whether the covenant will be removed. If so approval will be sought from the Corporate Manager in consultation with the Cabinet Member for Housing and Property.
- 13.8 An application for permission under, or for the removal of a covenant can be made on the Council's website.

14 Repayment of Discounts and Requests to Waive Repayment of a Discount

- 14.1 Right to Buy homeowners will have to pay back some or all of the discount received if they sell their Right to Buy home within 5 years of buying it. The total amount of pay back is:
- 1 year – 100%
 - 2 years – 80%
 - 3 years – 60%
 - 4 years – 40%
 - 5 years – 20%
 - +5 years – 0%
- 14.2 The amount paid back depends on the market value of the property at the time it is being sold. However, if the home's value has increased due to carrying out improvements since the Right to Buy purchase, these should be disregarded and not reflected in the property value when considering how much discount must be repaid.
- 14.3 The requirement to repay the discount will only be waived in exceptional circumstances and the decision is investigated by the Operations Manager. A two part test will be considered when assessing an application to waive all or part of a discount in accordance with Government Guidance on the use of discretionary powers on the repayment of discounts.

- 14.4 The Operations Manager(s) will make a determination on whether the discount will be waived in line with the guidance referred to at 13.3. If so approval will be sought from the Corporate Manager in consultation with the Cabinet Member for Housing and Property.

15 Statutory Buy Backs

- 15.1 All council properties sold under the Right To Buy which are situated in one of the three main towns i.e. Tiverton, Crediton or Cullompton (or sold voluntarily at a discount by the Council) are subject to the covenant of the 'right of first refusal'.

- 15.2 If an owner wishes to sell their property within 10 years of purchase, they must first offer the property back to the Council by submitting a formal offer notice.

- 15.3 In all cases, MDH's decision to make use of its powers to buy properties will be determined by the following factors:

- a) The property must previously have been sold by the Council under the Right To Buy and be available for purchase free of encumbrances;

AND

- b) Purchase of the property would free up land or enable access to a site suitable for the development of the affordable housing;

OR

- c) Housing need and demand is established for the type of property being offered and in the area in which it is located; and
- d) The initial cost of any refurbishment work required to bring the property up to MDH's lettable standard is minimal; and
- e) The property must have a potential financial impact on the Housing Revenue Account Business Plan.

- 15.4 Whilst the Council is not obliged to buy back properties offered to it in this way, it will determine whether or not a property will be repurchased by considering the following factors:

- Capital funds are available;
- Purchase of the property supports wider regeneration or development objectives;
- Purchase of the property will avoid a future compulsory purchase order (CPO);
- Housing need and demand is established for that property type in the locality it is being offered;
- Assists in meeting housing need for those requiring supported living such as bringing bungalows or other level access properties into Housing Revenue Account stock;

- Supports the Council's wider objectives as a landlord of social housing for making best use of stock and meeting housing need;
- Where it is being added to MDH's portfolio of Council housing, additional costs for refurbishment work to bring it up to the Decent Homes Standard is minimal;
- Purchase of the property offers value for money.

15.5 Where the property is available for purchase the decision to proceed would be subject to the property being sold with vacant possession.

15.6 The process for offering a property back to the Council is governed by the Housing (Right of First Refusal) (England) Regulations 2005. It requires the owner to make a formal offer to be made to the Council.

15.7 If the Council decides that it does not wish to purchase the property, it will serve a rejection notice on the owner before the expiry of eight weeks following receipt of the offer notice. The owner is then permitted to sell the property as they see fit.

15.8 If the owner does not sell the property before the expiry of twelve months following service of the rejection notice, and the property is still subject to the ten year restriction, the owner must offer the property back to the Council again before they are able to sell it. The right of first refusal process will start again from the beginning.

15.9 If the Council decides to accept an offer (following a valuation and/or survey, as appropriate), it will serve an acceptance notice on the owner before the expiry of eight weeks following receipt of the offer notice. The Council may decide to nominate another eligible social/authorised landlord to accept the offer on the Council's behalf.

15.10 An acceptance of an offer is not a legally binding contract. The Council is under no obligation to proceed with a purchase until a binding contract has been entered into.

15.11 A contract will only be entered into once the purchase price has been agreed between both parties, or it has been determined by the District Valuer. The purchase price as stipulated in section 158 of the Housing Act 1985 is the current market value. If there is any discount repayment due to the Council it will be deducted from the purchase price.

15.12 If the Council fails to serve either an acceptance notice or a rejection notice on the owner before the expiry of eight weeks following receipt of the offer notice, the owner is entitled to dispose of the property as they see fit. If the owner is still the owner of the property following the expiry of one year after the original eight week deadline, and the property is still subject to the ten year restriction, the owner must offer the property back to the Council again before they sell it. The right of first refusal process will start again.

15.13 An offer form can be obtained by the Council by emailing
<mailto:housingfpt@middevon.gov.uk>

15.14 The Operations Manager(s) will make a determination on whether the property will be repurchased in line with the criteria set out at 14.3 and 14.4. If so approval will be sought from the Corporate Manager in consultation with the Cabinet Member for Housing and Property.

16 Complaints

16.1 We try to get things right the first time and when we do, we would love people to let us know. It's great for us to receive positive comments or feedback, so if people wish to compliment our staff for doing a great job, we would love to hear from them.

16.2 If things do go wrong the Council is committed to:

- Dealing with complaints and comments quickly and effectively; and
- Using complaints, comments and compliments to review and improve our services

16.3 When tenants contact us to tell us they are dissatisfied with the service we have provided, we will offer them the choice to have an informal conversation to see if we can put things right quickly, without the need for a formal investigation.

16.4 The Housing Ombudsman Service advise that a complaint must be defined as:

- *'an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents'.*

- 16.5 Where a tenant considers that the Council has given a poor service or has got something wrong, they may tell a member of staff in the first instance. This does not need to be treated as a formal complaint (unless the complainant asks us to do so) and may be resolved 'there and then' by way of an apology or plan of action. Any comments provided will be used to take appropriate action, or give information.
- 16.6 If a tenant does not want to do this or is unhappy with the response, they may make a formal complaint, which can escalate from stage 1 or stage 2 if they are still not satisfied with the response. Having been through stages 1 and 2 and they are still not satisfied, the tenant may contact the Housing Ombudsman Service.
- 16.7 MDH's complaints procedure is detailed on Council's website: [Feedback and Complaints](#)

17 Equality Impact Assessment

- 17.1 MDH complete an equality impact assessment each time we develop or review a policy, procedure or service. The assessment is to help us make sure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010.