

# **Broadwater Farm Re-housing and Payments Policy**

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# **1 INTRODUCTION**

## **1.1 When will this policy apply and who does it affect?**

- 1.1.1 This policy applies to secure tenants and resident leaseholders (together “residents”) of Tangmere and Northolt (together “the blocks”) required to move permanently, as a result of the structural defects identified to those blocks.
- 1.1.2 Non-resident leaseholders will not be offered any rehousing but will be eligible for payments when they have sold their property to the Council.
- 1.1.3 This policy does not apply to tenants of non-resident leaseholders. They will instead receive advice and support to find a new home, and will be eligible to approach the Council as homeless if they are unable to do so.
- 1.1.4 For the purpose of this policy, a resident leaseholder is defined as a leaseholder who resided in one of the blocks as at 26 June 2018.
- 1.1.5 This policy applies to all secure tenants and leaseholders of Northolt and Tangmere, to former Tangmere secure tenants who have moved since 26 June 2018 under the provisions of the Tangmere Rehousing Priority Scheme and to all leaseholders resident on that date who have moved under those provisions. This policy replaces and extends that Scheme.

### Rehousing

- 1.1.6 This policy provides for rehousing of affected residents. The affected residents will have a dedicated rehousing officer who will provide help and support throughout every step of the move process. This will include additional support such as packing and un-packing services for elderly or vulnerable residents.
- 1.1.7 Where there is a need for a household to move to a different part of the borough, Homes for Haringey staff will work with households and provide support if new arrangements to access public services such as healthcare and education need to be made. Financial assistance will also be provided to cover the costs of moving home as described in this policy.

### Payments

- 1.1.8 The policy provides for Home Loss and disturbance payments to residents in the blocks required to move permanently because their home will be demolished.
- 1.1.9 It also provides for Basic Loss payments to non-resident leaseholders who choose to sell their flats back to the Council if their block is to be demolished.

## **1.2 Policy context**

- 1.2.1 The policy incorporates some of the Council’s existing policies and explains how these will be applied.

1.2.2 Two existing policies which have been previously been subject to consultation and have been approved by Cabinet are particularly relevant. These policies are;

- **Housing Allocation Policy 2015**

This policy sets out how Council and Housing Association rented properties are allocated, including the priority given to each household and the size of accommodation they will be offered.

- **Estate Renewal Rehousing and Payments Policy**

This policy sets a baseline offer of rehousing and payments to tenants and leaseholders where they are required to move because their estate is subject to a renewal scheme.

The ERRPP is based on three guiding principles

- No tenant or leaseholder will be financially worse off
- All Tenants and Resident Leaseholders will have a Right to Return
- All Tenants and Resident Leaseholders who wish to move will be supported to do so.

Where possible, the Council is committed to honouring these commitments.

1.2.3 This policy also refers to other policies such as the Council's Under-Occupation payments policy which sets out payments for households downsizing to smaller homes.

1.2.4 Links to each of these policies can be found in Appendix 1. Copies of these policies can be made available on request.

## **2 REHOUSING OFFER TO TENANTS**

### **2.1 Initial meeting and Need Assessment**

2.1.1 The Council aims to rehouse all households based on their need and where possible, their rehousing preferences. To enable this for Northolt tenants, tenants will have access to the Choice Based Lettings scheme for an initial period to be determined by the Director of Housing, Regeneration and Planning ("Initial Period"). At the end of the Initial Period, any tenants remaining in Northolt will be made Direct Offers of alternative accommodation. To establish each household's rehousing needs and preferences, a dedicated Rehousing Officer will meet with each household. Given the urgency to move tenants from Tangmere, Choice Based Lettings will not apply to any secure tenants remaining in Tangmere at the implementation of this policy. They will be made Direct Offers.

2.1.2 At this meeting the rehousing officer will ensure that the household understands the process and the support that is available to them. The Rehousing Officer will also seek to establish each household's needs through completing a needs assessment form. The Rehousing Officer will also ask

households to state any preferences they may have for their new home such as:

- The location and landlord
- Whether they wish to be considered for an offer of an alternative flat on the estate matching their housing need either at the time of the move, or at a later date when a suitable property becomes available.

2.1.3 The preferences made by each household will affect how quickly a new home can be found if a Direct Offer is used and the Council will be under no duty to meet preferences where a suitable home is unlikely to become available quickly enough.

2.1.4 Residents should be aware that the Council will not rehouse unauthorised occupants, sub-tenants, lodgers, licensees, other non-secure occupants and persons included on applications for rehousing but who are not considered to be part of the tenant's household. However, the Council will offer Housing Advice to these households to assist them to find another home quickly.

2.1.5 In cases of fraudulent applications, the Council will consider what sanctions might be pursued.

## **2.2 What properties will be offered?**

2.2.1 Northolt tenants will be able to bid for and/or receive Direct Offers of new homes on the basis of their housing need which is set out in Section 8 of the Housing Allocation Policy (see Appendix 2). Rehousing of any secure tenants remaining in Tangmere will continue to be by Direct Offers only.

2.2.2 Properties which meet specialist needs, such as mobility requirements, will, in the first instance, only be offered to households with these needs.

2.2.3 It is likely that most residents will move to another Council property and so will be charged a Council rent. However, the rents and charges in their new home will be the standard charges for that particular property and so may differ from the charges of their existing home.

## **2.3 Remaining Tangmere tenants who are under-occupying their current home**

2.3.1 Under the current Housing Allocations Policy, tenants who are willing to transfer to a smaller property and who have more than one spare bedroom will be able to retain spare bedroom(s). This scheme is available to all under-occupying tenants across the borough and will continue to apply to remaining Tangmere tenants who permanently move to a smaller home elsewhere in the borough.

2.3.2 This offer will not apply where the Council is required to take legal action, such as the enforcement of notices to recover the property.

2.3.3 In addition to the payments set out in section 3, tenants who move to a smaller property in or outside the Broadwater Farm Estate will also be entitled to financial incentives for each room they are giving up. Tenants will be offered £1,000 for downsizing plus a further £1,000 for each bedroom given up. However, this payment will not be made for temporary moves until and unless a decision is made to demolish the tenant's original home or where the tenant has decided to remain in their new home.

## **2.4 Where will the new property be located and who will be the new landlord?**

2.4.1 In the Initial Period, Northolt tenants will be able to choose the location and landlord of the homes they bid for. For any remaining Tangmere tenants, and any Northolt tenants who have been unsuccessful at the end of the Initial Period, or who have requested a Direct Offer, the Council will seek to rehouse tenants in an area and with the landlord they have chosen where this is possible consistently with the urgency of the situation. Where this is not possible the Council will be under no duty to meet tenants' preferences.

## **2.5 How will new homes be offered?**

2.5.1 Given the need to move Tangmere tenants as quickly as possible, all offers to them under the Tangmere Rehousing Priority Scheme were made by a Direct Offer. As this urgency continues, any further offers to any Tangmere tenants remaining in the block will continue to be made on a Direct Offer basis.

2.5.2 In contrast, the rehousing of Northolt tenants is less urgent. Northolt tenants will therefore be given access to the CBL system to select their new home in the Initial Period. However, the Council may also assist households with a Direct Offer where this is requested by the tenant or where this would be the most effective method to allocate property suitable to their needs.

2.5.3 During the Initial Period, Northolt tenants will be given Band A priority with an application date set to the date their BWF tenancy started.

2.5.4 At the end of the Initial Period (and also for any remaining Tangmere tenants) the Council will make Direct Offers to those households who have not found a new home using this system. These Direct Offers will represent the tenant's final offer at this stage and tenants of Northolt will not be able to bid for further homes through the Choice Based Lettings Scheme. Tenants receiving and accepting Direct Offers under this paragraph will however be entitled to a second move under 2.8 below

2.5.5 Households matched to a property through a Direct Offer will receive an Offer Letter inviting them to view the property, though they may also receive a phone call and/or email to minimise any delays.

## **2.6 Right to review**

2.6.1 Only one Direct Offer of 'suitable accommodation' will normally be made. If the offer is refused, the tenant is entitled to request a review of the suitability

of the accommodation offered. A further offer will only be considered if the review decision is that the offer is unsuitable.

- 2.6.2 The request for a review must be made within 7 days of the offer, and the Council will make a review decision within 14 days thereafter
- 2.6.3 The Review will otherwise proceed as set out in paragraph 13.3 of the Allocations Policy (see Appendix 3).
- 2.6.4 If a review confirms the suitability of the offer, in the absence of exceptional circumstances, the Council may commence possession proceedings to ensure vacant possession of the property within a timely fashion to permit the vacation of the block to allow demolition to proceed.

## **2.7 Who will get priority for Direct Offers?**

- 2.7.1 It is anticipated that most Northolt tenants will find a new home using the CBL system during the Interim Period. However, where Northolt tenants have been unable to do so, or have refused offers, and for any remaining Tangmere tenants, the Council will review available properties and allocate them to remaining tenants. In many cases, each property will be suitable for more than one household and so any offers or viewings will be made in order of priority as set out below.

Priority 1: Those who are vulnerable, who have specialist needs such as mobility requirement, or who have an additional needs or medical equipment which would create a risk.

Priority 2: Where a preference for a local home has been made, those who have a member of the household attending a local school, or have support services only available in the local area or those who are working locally. "Local" and "locally" are taken to mean within N17/N22 postcodes),

Priority 3: All other households

- 2.7.2 Should a property be suitable for more than one household with the same priority, then the property will be offered to the household with the earliest start date to their tenancy on the estate. Tenancies elsewhere will not count toward priority.
- 2.7.3 The start date for those who succeeded to their tenancy will be the start date of the original tenancy at that address.

## **2.8 Second Moves**

- 2.8.1 Following a tenant's initial move away from the estate under 2.1-2.7 above, the tenant will be eligible for a "second move" through the Choice Based Lettings system. Tenants will be given Band A priority for their 'second move'

and will be eligible to bid for properties which meet their Housing Need at the time.

- 2.8.2 'Second moves' will be available to all tenants and former tenants of Northolt and Tangmere including those who have previously moved through the Tangmere Rehousing Priority Scheme. 'Second moves' will be available regardless of whether the first move was through a direct offer or Choice Based Lettings.
- 2.8.3 Tenants will only be eligible for one "second move". Eligibility for a second move will end at the point at which the Right to Return ends as set out in 3.1.4.
- 2.8.4 Tenants taking up this offer of a 'second move' will receive financial help with the move in the form of disturbance payments set out in 4.3 below, but will not receive a second 'Home Loss' payment

### **3 THE RIGHT TO RETURN**

#### **3.1 Right to Return for Secure Tenants**

- 3.1.1 Tenants will have two Rights to Return;
- a) Tenants will have the Right to Return to the Broadwater Farm Estate, to a suitable vacant property if one becomes available
  - b) The Right to Return to a replacement home built on the estate on the site of Tangmere or Northolt.
- 3.1.2 Any offer to return to a replacement home will end both Rights to Return. However, tenants who refuse or accept an offer to return to a vacant home on the estate will retain the Right to Return to a newly built replacement home.
- 3.1.3 Offers made under the Right to Return will be made on the basis of the household's Housing Need at the time of the offer.
- 3.1.4 Tenants will retain the Rights to Return until one of the following has occurred;
- The tenant has informed the Council that they do not wish to return to the estate.
  - The tenant has refused an offer of a suitable newly built replacement property on the Broadwater Farm Estate.
  - The tenant's tenancy at their new home (or any replacement) has been ended.
- 3.1.5 The tenant's Right to Return to a vacant flat on the estate will be ended if the tenant refuses an offer of a suitable accommodation on the estate. Refusal of an offer of a suitable vacant home will not affect the tenant's Right to Return to a newly built home.

- 3.1.6 Tenants will only be entitled to one offer under each Right but may request a review of that offer as set out in 3.2 below.
- 3.1.7 Households who are awaiting an offer under either Right to Return will be made a suitable offer on the estate as they become available. These homes will be offered on the basis of Housing Need, as set out in the Housing Allocations Policy in force at the time of the offer. Priority will be given as described in section 2.6 above.
- 3.1.8 Tenants returning will receive financial help with the move in the form of disturbance payments set out in 4.3 below, but will not receive a further 'Home Loss' payment.

### **3.2 Right of review**

- 3.2.1 Only one Direct Offer will normally be made. If the offer is refused, the tenant is entitled to request a review of the suitability of the accommodation offered. A further offer will only be considered if the review decision is that the offer is unsuitable. The Review will proceed as set out in paragraph 13.3 of the Allocations Policy (see Appendix 3).
- 3.2.2 In exceptional cases requests to go beyond the policy may be considered by the Broadwater Farm Discretion Panel.

### **3.3 Right to Return for Resident leaseholders**

- 3.3.1 The Estate Renewal Rehousing and Payments Policy also offers resident leaseholders a Right to Return to a newly built replacement home on the estate.
- 3.3.2 On completion of the new homes, former resident leaseholders will be offered a property with the same number of bedrooms as their previous BWF home unless there has been a significant change in their circumstances.
- 3.3.3 Significant changes include (but are not limited to) where the leaseholder:
- No longer owns the property they live in and/or no longer has assets to invest and/or released a significant proportion of their original assets.
  - Has since downsized to a smaller property
- 3.3.4 Where there have been significant changes, any request to return will be assessed by the Discretion Panel. While the panel is expected to be sympathetic to cases where the former BWF resident leaseholder does not meet these criteria, offers will be in line with those envisaged by the general principles of the Estate Renewal and Rehousing Policy. Offers are unlikely to be made where additional finance is unwarranted.
- 3.3.5 Leaseholders who wish to take up this offer will be required to invest the value of their home at the time of the offer. Leaseholders will be eligible for an Equity Loan where needed regardless of whether they have previously taken

up this offer. Details of the Equity Loan are set out in 5.3 below and in Appendix 4.

3.3.6 No further Home Loss payments will be made for returning moves. Returning Leaseholders will not be expected to invest the value of their Home Loss which was paid when the Council purchased their original BWF home which would normally be required for an Equity Loan.

3.3.7 To enable a resident leaseholder to return, the Council will pay the same Disturbance costs and Additional Payments as set out in 4.2 and 4.5 below.

## **4 PAYMENTS MADE TO TENANTS AND RESIDENT LEASEHOLDERS**

### **4.1 Available payments**

4.1.1 As the Council has decided to demolish both blocks and replace them with new homes. The Council's Estate Renewal and Rehousing Policy will therefore apply.

4.1.2 Payments potentially available will be:

- Disturbance Payments
- Market value (of leaseholder property)
- Home Loss payments
- Basic Loss Payments
- Under-occupation payments
- Additional Payments

***Disturbance Payments*** – payments to tenants and resident leaseholders to cover the costs of moving home.

***Market Value*** – payments by the Council to purchase the leasehold interest of leaseholders

***Home Loss Payments*** – payments to secure tenants and resident leaseholders to compensate them for the permanent loss of their home:

- To tenants – a flat rate payment, currently £6,300
- To resident leaseholders – a payment of 10% of the value of the property with (currently) a minimum of £6,300 and maximum of £63,000

***Basic Loss Payments*** – payments to non-resident leaseholders to compensate them for the permanent loss of their property. Calculated at 7.5% of the value of the property with a maximum of £75,000

***Under-occupation payments*** – See section 2.3 above for details of what these cover and when they will be paid

***Additional Payments to Resident leaseholders*** – these payments cover the legal and other costs of selling their existing flat and buying a new one

4.1.3 If the leaseholder does not accept the valuation agreed between their valuer and the Council's valuer, or the valuation following any dispute resolution, they will be determined to have rejected the Council's offer to buy by agreement. They will in these circumstances have the statutory right to have the matter referred to the Lands Chamber of the Upper Tribunal.

## **4.2 Disturbance Payments**

4.2.1 Moving home can be costly and the Council is seeking to make sure that tenants do not incur any reasonable additional costs because of the move.

4.2.2 Examples of costs which might be considered reasonable include:

- Removal costs from the current home to the new home.
- Redirection of mail for each authorised surname living at the address.
- Telephone and internet disconnection and reconnection.
- Disconnection of any television aerials or satellite dishes
- Washing machine, cooker, dishwasher and plumbed fridge disconnection
- Any extra costs of new school uniform if moving to a different area
- Dismantling and re-fitting of fitted resident owned furniture (such as kitchen units and wardrobes
- Reimbursements for wage or salary loss on the day of the removal

4.2.3 Secure Tenants can also claim the following costs:

- Home improvements that have been notified and approved by the Council, less the cost of depreciation. Receipts are not required, but the improvement must have been approved by the Council, as improvements carried out without the Council's consent could amount to a breach of tenancy.
- Where the costs of adaptations in the old home were previously met by a tenant, the Council will reimburse the tenant subject to relevant receipts being available.

4.2.4 Further detail is provided in para 5.2 of the Estate Renewal Rehousing and Payments Policy.

4.2.5 These payments will be made directly to the tenant or leaseholder, and will only be made in respect of one replacement property on any move. These payments will however be made for each move the tenant or leaseholder is required to make.

4.2.6 Tenants/leaseholders are offered two payment method options:

- A Claim Option where the tenant/leaseholder submits a Disturbance Payment claim form for any legitimate expenses with receipts or proof of expenses
- A Fixed Payment Option where tenants/leaseholders receive a fixed sum payment instead of claiming for each expense. Payments are based on property size;

1 bedroom	2 bedrooms	3 bedrooms	4 bedrooms
£1,650	£2,000	£2,400	£2,780

### **4.3 Home Loss payments to secure tenants**

- 4.3.1 These statutory payments are made when a decision is made to demolish a secure tenant's home. These payments are set annually by the Government and currently stand at £6,300 per tenancy.
- 4.3.2 Home Loss payments have been offered to all Tangmere tenants on a discretionary basis prior to the decision to demolish and, following the decision to demolish Northolt, these payments will also be available to all secure tenants in Northolt. These payments will apply to all Secure Tenants in these blocks regardless of how long they have been resident in Broadwater Farm.
- 4.3.3 Payments will normally be made only after the clearance of and return of the return of keys to the property the tenant is vacating. All arrears will normally be offset against any Home Loss payment. This includes rent arrears for tenants. Deductions may also be made for any Council Tax arrears.

### **4.4 Home loss and Basic Loss payments to resident and non-resident leaseholders respectively together with Market Value,**

- 4.4.1 The Council will purchase the flats of any leaseholders affected at Market Value.
- 4.4.2 Resident leaseholders will also receive a Home Loss Payment in addition to market value which is equivalent to 10% of the value of their home (with a minimum currently of £6,300, and a maximum currently of £63,000).
- 4.4.3 Non-resident leaseholders will receive a Basic Loss Payments in addition to market value which is equivalent to 7.5% of the value of their home (with a maximum of £75,000).
- 4.4.4 These payments will normally be made only after the return of keys and the sale completion. All arrears will normally be offset against any Home Loss payment. This includes service charge or major works arrears for leaseholders. Deductions may also be made for any Council Tax arrears.

### **4.5 Additional payments**

- 4.5.1 Resident leaseholders are also entitled to an Additional Payment.
- 4.5.2 Additional Payments can include:
- Early mortgage redemption fees at the existing property
  - Conveyancing costs
  - Mortgage and lender fees arising from the purchase of a replacement property
  - Stamp duty land tax arising from the purchase of a replacement property
  - Solicitor/legal fees arising from the purchase of a replacement property

- In some cases, payment for replacing white goods or furnishings owned by the leaseholder where the existing white goods/furnishing do not fit into the new property
- Removal and reinstatement of disabled adaptations as agreed by Haringey Council's Occupational Therapist

4.5.3 Emergency payments may be made available to those who will need this payment to secure a new home.

Additional Payments are only available to assist purchase of a replacement home within the United Kingdom.

## **5 REHOUSING OPTIONS FOR LEASEHOLDERS**

### **5.1 Purchase on the open market**

5.1.1 If the leaseholder uses the payments received to buy a new property on the open market in the United Kingdom, they will receive Additional Payments as set out above at paragraph 4.5. They may however wish to take up one of the further options outlined below.

### **5.2 Additional options**

5.2.1 Leaseholders who reside in one of the blocks, as 26 June 2018 may qualify for additional assistance from the Council.

5.2.2 Practical non-financial help may be provided in buying another property outside Haringey. This will be limited to information on how to purchase a property on the open market such as finding solicitors, surveyors etc.

### **5.3 Equity Loan**

5.3.1 Resident leaseholders who wish to remain in the borough but who cannot afford to purchase a new property outright may be able to buy a new property within the borough using an Equity Loan from the Council. Details of this scheme are set out at Appendix 4

5.3.2 Unlike a mortgage, these loans do not attract any interest and will only need to be repaid when the property is sold or transferred to another owner unless the property is inherited by the leaseholder's spouse, civil partner or a person living with them as their husband or wife.

5.3.3 Equity Loans will be available to fund up to 40% of the leaseholder's new home in the borough where the leaseholder invests the whole of the Market value and Home Loss Payment received on sale of their flat to the Council.

5.3.4 These loans are being made available primarily to help those who would not be able to purchase a home off the estate without the loan – they are not intended to help purchase more expensive properties off the estate or to be used to fund very high value properties. There is therefore a double cap on the value of the replacement home. That is, the maximum value of the replacement home cannot be higher than the lower of the following two criteria:

- Where the total of the Market Value and Home Loss Payment equals 60% of the value of the new property being purchased. This is equivalent to the new home being a maximum of 1.83 times Market Value of the current home.
- The borough-wide upper quartile house price. The most recent published value is £637,250 as reported by the GLA in August 2017.

5.3.5 While the leaseholder may contribute any other capital or savings, these additional funds can only be used to reduce the size of the Equity Loan and cannot be used to purchase a higher value property.

#### Ownership and responsibilities

5.3.6 The leaseholder is responsible for repairs, service charges and all other costs associated with the new property, but there is no interest payable on the Equity Loan.

5.3.7 Under the Equity Loan arrangement, the leaseholder will be the sole legal owner and is able to sublet the property subject to the usual requirements to notify the freeholder or any other relevant terms in the lease.

#### Repayment of the Equity Loan and Sale

5.3.8 The leaseholder may at any time repay part of the Equity Loan at any time. In order to do so a new valuation of the property will need to be obtained and each partial repayment of the loan must be for at least 10% of the property's current value. This valuation, and any associated administrative costs, will be the responsibility of the leaseholder.

5.3.9 The Equity Loan only needs to be repaid upon sale of the property or other transfer to another owner unless under the inheritance provisions below. Any increase or decrease in the value of the property will be apportioned between the leaseholder and the Council or its appointed agent in line with their original contributions and any staircasing, which are calculated as percentages.

5.3.10 Prior to any sale the Council or its appointed agent will require a further valuation to be obtained so that the amount that is due to be repaid to the landlord can be calculated. This will be at the expense of the leaseholder along with all associated administrative costs connected with the sale.

#### Inheritance and death of the leaseholder

5.3.11 Following the death of the leaseholder, the Equity Loan will need to be repaid when the property is transferred to another owner unless the property is inherited by the leaseholder's spouse, civil partner or a person living with them as their husband or wife. The partner may take a transfer of the property without having to repay the Equity Loan, so long as the partner resided at the home with the leaseholder at the time of the leaseholder's death.

5.3.12 Succession by a partner without repayment of the Equity Loan can take place on any property located in the borough, but can only take place once. This

offer will be subject to the partner being able to retain at least a 60% equity share of the property's value at that time (for example, being able to maintain payments on any mortgage funding that share). Surviving partners who are unable to fund a 60% share may be offered a Shared Ownership arrangement as described in the Estate Renewal Rehousing and Payments Policy.

## **APPENDIX 1 – Links to other documents and policies**

### **Estate Renewal Rehousing and Payments Policy**

[http://www.haringey.gov.uk/sites/haringeygovuk/files/estate\\_renewal\\_rehousing\\_and\\_payments\\_policy\\_2017.pdf](http://www.haringey.gov.uk/sites/haringeygovuk/files/estate_renewal_rehousing_and_payments_policy_2017.pdf)

### **Housing Allocations Policy 2015 as amended 1 May 2017 & 14 March 2018**

[http://www.haringey.gov.uk/sites/haringeygovuk/files/haringeys\\_housing\\_allocations\\_policy\\_2015\\_amended\\_14\\_march\\_2018.pdf](http://www.haringey.gov.uk/sites/haringeygovuk/files/haringeys_housing_allocations_policy_2015_amended_14_march_2018.pdf)

### **Under-Occupation Incentives**

<http://www.haringey.gov.uk/housing/housing-options/under-occupation>

## APPENDIX 2 – Section 8 of the Housing Allocations Policy

### 8 TYPE OF PROPERTY OFFERED

#### 8.1 Property size and household size

8.1.1 The Council, Homes for Haringey and Registered Providers will always aim to make best use of their housing stock.

8.1.2 When determining the number and ages of the people who may occupy a property, the Council will have regard to the bedroom entitlement set out in 8.7 below.

8.1.3 Sometimes the applicant with the highest priority may not be allocated a home if this would result in either overcrowding or under-occupation, or if it would not make best use of ground floor or specially adapted accommodation.

8.1.4 Properties that have level access will be prioritised for those applicants who have a very serious medical need (so are in Band 'A') and require such accommodation.

8.1.5 If the landlord agrees an applicant will be allowed to move into a home that is smaller than their needs, where this improves their situation. For example, if an applicant has 4 children and is entitled to a 4-bedroom home but is living in one with 2 bedrooms, their application for a 3-bedroom home may be considered.

8.1.6 Registered Providers may apply different standards. The Home Connections advert will confirm how many people can be accommodated.

#### 8.2 Parents with 'staying access' to dependent children or shared residence orders

8.2.1 Applicants with a shared residence order or staying access for children are not automatically entitled to bedrooms for their children.

8.2.2 The general principle is that a child needs one home of an adequate size, and that the Council and Registered Providers will not accept responsibility for providing a second home for children.

8.2.3 In determining the size of accommodation required for a household, children from current or former relationships will only be counted as part of the household if they live with the applicant for more than 50% of the time. Suitable evidence must be provided, in the form of a Residency Order and a child benefit statement.

8.3 Parents with a dependent child who is in foster care or being looked after by the local authority

8.3.1 When assessing bedroom entitlement, the Council will only take into account children who are currently in foster care or being looked after by the local

authority if the Children & Young People's Service (CYPS) confirms that the children will be returned to the applicant when the applicant is rehoused in accommodation of a suitable size.

#### **8.4 Support for fostering and adoption**

8.4.1 When assessing bedroom entitlement, the Council will take into account the Children & Young People's Service's assessment of the requirements of prospective foster carers and adopters. This will not, however, result in any priority being given for overcrowding.

#### **8.5 Applicants with a medical or social need for a larger property**

8.5.1 Applicants can apply for an extra bedroom due to their medical or social needs. Their circumstances will be considered and evidence supporting the need for an extra room will be required.

#### **8.6 Extra rooms for carers**

8.6.1 If an applicant states that they need an extra room for a carer, the Council will carry out an assessment of the applicant's needs and decide whether or not an extra room is required. Due to the high demand for housing, such requests are only likely to be agreed in exceptional circumstances.

8.6.2 The Council's Adult Social Care service should be able to provide evidence of the need for a 'live in' carer and confirmation (where appropriate) that, if the support was not provided, the applicant would qualify for funding for a 'live in' carer.

8.6.3 Where the Council is satisfied that there is a need for a live-in carer who is not cohabiting with another member of the household, the household will be entitled to an additional bedroom.

8.6.4 To qualify for an additional bedroom for a carer, the applicant must demonstrate that this care is provided by someone who would not otherwise live with the applicant and that, if they are a relative or friend, they are in receipt of a Carer's Allowance.

8.6.5 In exceptional circumstances, an extra bedroom may be awarded where a substantial amount of specialist medical equipment has been installed in the home.

#### **8.7 Guidance on bedroom entitlement**

8.7.1 Although the assessment of applicants' bedroom entitlement is complex and based on a range of factors, the table on the next page provides guidance on how many bedrooms an applicant should have.

8.7.2 It should be noted that, if a member of the applicant's household is pregnant, this does not entitle them to an extra bedroom. Instead, their application will be amended on receipt of the birth certificate.

8.7.3 For the purposes of assessing the applicant's bedroom entitlement, adults under the age of 25 will be assessed as young people in accordance with the table below.

<b>Household size</b>	<b>Lowest number of bedrooms needed</b>
1 adult	Bedsit
2 adults living together as a couple	1 bedroom
Adults living together but not as a couple	1 bedroom each
1 adult (or 2 adults living together as a couple) with 1 child	2 bedrooms
1 adult (or 2 adults living together as a couple) with: <ul style="list-style-type: none"> <li>▪ 2 children of the opposite sex (both under 10); or</li> <li>▪ 2 children/young people of the same sex</li> </ul>	2 bedrooms
1 adult (or 2 adults living together as a couple) with: <ul style="list-style-type: none"> <li>▪ 2 children of the opposite sex (at least one aged 10 or over); or</li> <li>▪ 3 or 4 children / young people of the same sex; or</li> <li>▪ 4 children / young people (two male &amp; 2 female); or</li> <li>▪ 4 children / young people (3 of one sex &amp; 1 of the other) – where at least one male and one female are aged under 10</li> </ul>	3 bedrooms
1 adult (or 2 adults living together as a couple) with: <ul style="list-style-type: none"> <li>▪ 4 children / young people (3 of one sex &amp; 1 of the other, where all of the former and/or the latter are aged 10 or over); or</li> <li>▪ 5 or 6 children / young people of the same sex; or</li> <li>▪ 5 or 6 children / young people (3 or 4 of one sex &amp; 1 or 2 of the other);</li> </ul>	4 bedrooms
1 adult (or 2 adults living together as a couple) with: <ul style="list-style-type: none"> <li>▪ 6 children / young people (three male &amp; 3 female) – where all males and/or all females are aged 10 or over; or</li> <li>▪ 7 or more children / young people.</li> </ul>	5 or more bedrooms

8.8.1 Due to the shortage of family homes, very large families that are in urgent need of rehousing may prefer to be offered two separate properties, rather than bid for a property that is smaller than they need.

8.8.2 For this to happen, there must be an adult member of the household who is eligible for housing and is willing to hold the second tenancy. They must join the Housing Register and be rehoused after the original applicant, who will be offered alternative accommodation that is of a size that reflects the reduced size of their household.

## **APPENDIX 3 – Section 13.3 of the Housing Allocations Policy**

### **13.3 Requesting a review of the suitability of an offer of housing**

- 13.3.1 Under the choice based lettings scheme, there are generally no penalties for most applicants who refuse an offer of permanent accommodation. However, if applicants receive a direct offer and refuse that offer, their priority may be reduced and, if they are homeless and subject to 'auto-bidding', the Council's homelessness duty may cease if they refuse an offer of suitable accommodation.
- 13.3.2 Where an applicant refuses an offer of accommodation, the Council may ask them to complete a form to record the reasons why the property has not been accepted. This information will be used to monitor the lettings process and the standard of accommodation, and to inform future decisions on the way in which services are delivered.
- 13.3.3 If an applicant wishes to request a review of the suitability of an offer of housing or, if applicable, that the Council's duty has ceased, they must submit their request to the Council in writing within 21 days of the offer being refused. The Council will normally confirm, in writing, the outcome of the review within 56 days and, in its reply, it will describe any further rights of appeal that the applicant has if they are still not satisfied with the decision.
- 13.3.4 Where the Review Officer decides that the offer of accommodation was not suitable, any penalty that has been imposed (including the discharge of the Council's homelessness duty) will be cancelled:
- Applicants who have not accepted the offer will be entitled to another offer of accommodation (through choice based lettings, a direct offer or 'auto-bidding', as appropriate)
  - Applicants who have accepted the offer and taken on the tenancy of that accommodation will be placed in Band A of the Housing Register and will be given an effective date that matches the date that they accepted the tenancy.

## **APPENDIX 4 – Section 6.3 of the Estate Renewal Rehousing and Payments Policy**

### **6.3 Equity Loans**

Resident leaseholders and freeholders who wish to remain in the renewal area, or borough, but who cannot afford to purchase a new property outright may be able to buy a new property with an Equity Loan from Haringey Council, the developer or a Housing Association. This offer is only open to those who are able to afford 60% of the full purchase price unless an individual scheme has offered a lower minimum percentage. It should be noted however, that total housing costs cannot be exactly replicated, as lender rates are subject to change. Utilities, ground rent and service charge costs may also be different at the new properties compared with the leaseholder's existing property.

#### Minimum percentages required for Equity Loans

The policy below has used an equity requirement of 60% to qualify for an Equity Loan. This percentage is the minimum requirement for all schemes where this policy applies. However, individual schemes may offer a lower minimum equity share which should be used in place of references to 60% in the text below.

#### The new property

New properties on the renewal scheme bought under this arrangement cannot have a greater number of bedrooms than the leaseholder's existing property unless the leaseholder finances the cost of any additional bedrooms themselves. The value of any additional bedrooms will be determined by taking the difference in value between the larger property the leaseholder wishes to purchase and the value of a comparable property which is the same size as the leaseholder's current property. The comparable property will be in the same location, condition and terms as the proposed larger property.

#### Leaseholder and freeholder contribution

Leaseholders are eligible for this option where they agree to contribute;

- The market value of the property of their current home, made up of any equity in the property, plus any outstanding mortgage, and
- Any Home Loss payment, ie 10% of the market value of the property being acquired, subject to the statutorily defined limit as outlined in section 4.

#### Portable Equity Loans

Equity Loans are available for properties in other parts of the borough. These loans are being made available primarily to help those who would not be able to purchase a home on the estate without the loan – they are not intended to help purchase more expensive properties off the estate or to be used to fund very high value properties. There is therefore a double cap on the value of the replacement home.

That is, the maximum value of the replacement home cannot be higher than the lower of the following two criteria:

- Where the value of the current property plus 10% Home Loss equals 60% of the value of the new property being purchased. This is equivalent to the new home being a maximum of 1.83 times the value of the current home.
- The borough-wide upper quartile house price. The most recent published value is £637,250 as reported by the GLA in August 2017 and will be updated every year.

### Additional contributions

While the leaseholder may contribute any other capital or savings, these additional funds can only be used to reduce the size of the Equity Loan and cannot be used to purchase a higher value property. Equity Loans will not be available for the purchase of properties that are more expensive than these limits.

It should be noted that if the leaseholder's existing property was purchased using a mortgage, a further mortgage to at least the same value as the one held on the existing property being purchased by Haringey Council will need to be raised before (or at the same time as) the purchase of the new property can take place. Haringey Council and the independent financial advisor can assist leaseholders in finding a new mortgage.

### The Equity Loan

Subject to the above maximum values and percentage contributions, and the investment of the value of the existing property plus Home Loss, the remaining proportion of the property will be funded by an interest free equity loan from Haringey Council, the developer or the Housing Association, which will be secured as a charge on the property.

### Ownership and responsibilities

Properties bought using an Equity Loan are leasehold properties (similar to 'Right to Buy'), meaning that there is a lease for a fixed period of time, typically 99 years. The leaseholder is responsible for repairs, service charges and all other costs associated with the new property, but there is no interest payable on the equity retained by the provider.

The leaseholder is able to repay part of the Equity Loan at any time. In order to do so a new valuation of the property will need to be obtained and each partial repayment of the loan must be for at least 10% of the property's current value. This valuation, and any associated administrative costs, will be the responsibility of the leaseholder.

Under the Equity Loan arrangement, the leaseholder will be the sole legal owner and is able to sublet the property subject to the usual requirements to notify the freeholder or any other relevant terms in the lease.

### Sale and Repayment of the Equity Loan

The Equity Loan only needs to be repaid upon sale of the property. Any increase or decrease in the value of the property will be apportioned between the leaseholder

and the landlord or its appointed agent in line with their original contributions and any staircasing, which are calculated as percentages.

Prior to any sale the landlord or its appointed agent will require a further valuation to be obtained so that the amount that is due to be repaid to the landlord can be calculated. This will be at the expense of the leaseholder along with all associated administrative costs connected with the sale.

#### Inheritance and death of the leaseholder

Following the death of the leaseholder, the Equity Loan will need to be repaid when the property is transferred to another owner unless the property is inherited by the leaseholder's spouse, civil partner or a person living with them as their husband or wife. The partner may succeed to the property without having to repay the Equity Loan, so long as the partner resided at the home with the leaseholder at the time of the leaseholder's death.

Succession by a partner without repayment of the Equity Loan can take place on any property located in the borough, but can only take place once. This offer will be subject to the partner being able to retain at least a 60% equity share of the property's value at that time. Surviving partners who are unable to fund a 60% share may be offered a Shared Ownership arrangement as described below.