

AFFORDABLE RURAL LOCAL NEEDS HOUSING PROCEDURE

Information for the Council, Parish Councils/Parish Meetings,
Registered Social Landlords (Housing Associations) and Applicants



ASHFORD
BOROUGH COUNCIL

Produced by Ashford Borough Council

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BACKGROUND TO THE PROCEDURE

Affordable rural local needs homes are those provided by a Registered Social Landlord (RSL) to enable local people to remain in the village where they live or work and not be forced to move away because of high house prices and high rents. These homes remain available for people with local connections in perpetuity.

This procedure has been produced in partnership between Ashford Borough Council (BC), Parish Councils and RSLs, to offer guidance for individuals and organisations involved in the provision of affordable local needs housing in rural locations.

The procedure is designed to ensure that all parties understand each stage of the process, before, during and after the development of local needs homes.

Ashford BC will constantly monitor the effectiveness of the procedure and a comprehensive, formal review will be conducted on a bi-annual basis by the Affordable Rural Local Needs Housing Review Group. In addition, this procedure will also be subject to review in the event of:

- Change in working practice by Ashford Borough BC, Parish Councils/Parish Meetings or RSLs.
- Change in legislation that affects the relationship outlined within these guidance notes or the Section 106 Agreement.
- A specific request for review from any of the organisations involved in the provision of affordable rural local needs housing.

(reference to a 'Parish Council' in these Guidelines also refers to a 'Parish Meeting'.)

Ashford BC will be responsible for ensuring that any necessary review takes place.

Individuals and organisations involved with affordable rural local needs housing are welcome to comment on this document. Such comments will be considered as part of Ashford BC's ongoing monitoring and will be responded to as appropriate.

Please send comments to Tracey Kerly, Head of Housing, Ashford BC, Civic Centre, Tannery Lane, Ashford, Kent, TN23 1PL or email tracey.kerly@ashford.gov.uk

1. INTRODUCTION

- 1.1 Ashford BC aims to ensure that rural areas of the district remain vibrant and sustainable places to live and that people of all income levels have housing opportunities available to them. Ashford BC believes that those living in, or connected to, rural parishes should not have to move away because of a lack of affordable and suitable housing.
- 1.2 In parishes where there is a clearly identified housing need, Ashford BC will seek to enable the provision of affordable rural local needs housing. The need for such housing is determined through local housing needs surveys, conducted in consultation with the Parish Council, and undertaken by the Rural Housing Enabler employed by Action with Communities in Rural Kent.
- 1.3 Ashford BC will consider granting planning consent for affordable rural local needs housing on suitable sites where the need for that housing is demonstrated by a survey, and supported by the Parish Council.
- 1.4 Affordable rural local needs housing is provided in locations deemed by Ashford BC to be (in planning terms) “exception sites”. This means that any housing developed on such sites must be affordable and available in perpetuity only to people with a local connection.
- 1.5 Affordable rural local needs housing is developed and managed by a Registered Social Landlord (RSL), commonly known as a Housing Association. The RSL must be a preferred partner of Ashford BC. The Housing Corporation monitors and regulates RSLs to ensure that they develop and manage affordable housing effectively.
- 1.6 In consultation with the Parish Council and RSL, Ashford BC will determine the number, size, type and tenure of homes developed after assessing the results of the survey.

2. THE PROCESS OF PROVIDING AFFORDABLE RURAL LOCAL NEEDS HOMES FROM SURVEY TO DEVELOPMENT

2.1 Local Housing Needs Surveys

- 2.1a) Ashford BC commissions local housing needs surveys as part of the duty to measure and identify the housing need of the district.
- 2.1b) Ashford BC budgets and targets to complete 4 surveys annually.
- 2.1c) Ashford BC has appointed Action with Communities in Rural Kent (AwCiRK) as the local provider of the Rural Housing Enabler service, to carry out local housing needs surveys, although occasionally Ashford BC may itself complete the survey work.

2.2 Initiating survey work

- 2.2a) Any Parish Council is welcome to contact the Research and Development Manager at any point during the year to discuss the provision of affordable housing in its parish and request a survey. Ashford BC has a rolling programme covering local housing needs surveys and the Research and Development Manager will ensure that the outcome of such discussions is taken into account during the monitoring and review of the rural local needs housing programme.
- 2.2b) The rural local needs housing survey programme is reviewed on an annual basis with regular bi-monthly monitoring. Before the start of each financial year Ashford BC will write to those Parish Council's identified for survey work during that coming year, inviting them to take part and offering the services of the Rural Housing Enabler.

2.3 Carrying out the survey

- 2.3a) The Rural Housing Enabler will meet with the Parish Council to explain the survey arrangements and offer support and guidance both during and after the survey work. The wording of the letter accompanying the survey form and the timing of the survey will be agreed with the Parish Council.
- 2.3b) Survey forms are delivered to all households in the parish (help with this will be needed from the Parish Council and local community).
- 2.3c) The survey will usually take around 3 months to complete, following which the Rural Housing Enabler will present the results to the Parish Council and Ashford BC.

2.4 When a housing need is identified

- 2.4a) If a housing need is identified, then, in agreement with the Parish Council, the development process will commence.
- 2.4b) The Rural Housing Enabler will continue to work with the Parish Council during the development process to provide support and advice.

2.5 When no housing need is identified

- 2.5a) If no housing need is identified then no further action will be taken; however, the situation will be reviewed by Ashford BC in line with the local housing needs survey programme.

2.6 The Development Process - Site Identification and Selection

- 2.6a) The Rural Housing Enabler will arrange to work with the Parish Council on site identification. At this stage all potential sites should be recorded. It is helpful but not essential at this stage to also identify the respective landowners.
- 2.6b) The Rural Housing Enabler will then submit the details of all potential sites to Ashford BC.
- 2.6c) Ashford BC will assess each of the sites for their suitability in planning terms and will also submit the sites to KCC Highways Department for their comments.

- 2.6d) For a site to progress any further it must receive a favourable response from both Ashford Borough Council Development Control and KCC Highways Department. Comments made at this stage do not necessarily guarantee that any development scheme proposed will receive planning permission.
- 2.6e) Ashford BC will notify the Parish Council either direct or via the Rural Housing Enabler of the results of the planning and highways assessment.

2.7 The Development process - The Planning Process

- 2.7a) If a suitable site or sites can be identified then Ashford BC will appoint an RSL to take the development work forward. The RSL will be selected in consultation with the Parish Council. The Rural Housing Enabler and RSL will be able to advise the Parish Council of the most suitable site. The RSL will negotiate with the landowner regarding the sale of the land.
- 2.7b) Ashford BC coordinates all rural local needs development in the borough through regular 'Rural Round Table' meetings. These meetings review planning, environmental, highway, and legal issues. Both the Rural Housing Enabler and RSL involved with each scheme are invited to attend.
- 2.7c) The RSL will work with the Parish Council to design a good-quality housing scheme that will be in keeping with its surroundings. Before any planning application is submitted the RSL will arrange, in discussion with the Parish Council, to hold a consultation event at which every household in the village will be able to comment on the proposed development.
- 2.7d) Once agreed, the RSL will submit the planning application (although in some circumstances the developer may do this on behalf of the RSL) having had full discussion and liaison with the Parish Council.
- 2.7e) The RSL will be responsible for ensuring that it has sufficient funds available to build the homes and will, if necessary, bid for funding at the appropriate time to the proper body, usually the Housing Corporation.
- 2.7f) The whole process can be lengthy, and can take 2 to 3 years to complete – sometimes longer.

3. LETTINGS AND SHARED OWNERSHIP PURCHASES OF AFFORDABLE RURAL LOCAL NEEDS HOUSING

3.1 General principles

- 3.1a) Ashford BC, the RSL and the Parish Council will work together to ensure the homes are advertised in a timely and appropriate manner.
- 3.1b) All applicants for rented homes must be registered on Ashford BC's Housing Register. Applicants can obtain a Housing Register application form from Ashford BC. Ashford BC will also ensure the Parish Council is supplied with Housing Register application forms for distribution to prospective applicants upon request.
- 3.1c) The Parish Council will use its best endeavours to ensure that local people in housing need are aware of how to apply to Ashford BC's Housing Register and will signpost people to the services of Ashford BC.
- 3.1d) Each Parish Council will be requested to decide which of its members will take responsibility for responding to requests for local connection confirmation. A lead member to whom the request will be sent should also be decided. The decision should be agreed at a Parish Council meeting and suitable records of the decision kept. It is the Parish Council's responsibility to forward contact details of the agreed Parish Councillors, highlighting the lead contact, to Ashford BC and to notify Ashford BC of any changes. Any parish that fails to reach agreement or to share contact details with Ashford BC cannot be consulted for confirmation of local connection.
- 3.1e) The timescale for responding to the request from Ashford BC for local connection confirmation will be agreed with the Parish Council and the RSL for each new letting/purchase. If the Parish Council does not respond within the set timescale then Ashford BC cannot guarantee that late comments will be considered. If no comments are received then it will be necessary for Ashford BC to take the final decision on whether the applicant meets the local connection criteria.
- 3.1f) Before a local needs property is let or purchased the Parish Council will be requested to confirm applicants' local connection. Unless the Parish Council has not agreed to verify local connections or has not notified Ashford Borough Council of its agreed contacts.
- 3.1g) Ashford BC will share Parish Council's contact details with relevant RSLs to facilitate the re-letting of shared ownership properties.

3.2 Rented Homes Lettings

- 3.2a) All rented homes will be advertised through Kent Homechoice which is Ashford's Choice Based Lettings system (CBL), this is the system by which people on the Housing Register are able to register their interest in available homes. Further information on how to apply through the Choice Based Lettings system is detailed in Appendix 4.
- 3.2b) Local Needs homes advertised on CBL will clearly state that only applicants meeting the agreed local connection criteria will qualify.

3.3 New Build Rented Homes

- 3.3a) The availability of new homes to rent must be advertised both through CBL and within the parish. Advertising in the parish will be coordinated between the Parish Council and the RSL and will be paid for by the RSL. Advertising must begin at least six months before completion of the homes.
- 3.3b) Advertising must advise that in order to qualify applicants must be on Ashford BC's Housing Register. Advertising in the parish must include at least the following:
- Advertising in at least two consecutive parish magazines (if one exists).
 - Poster displays on; parish notice boards, in parish shops, community centres and other locations where they are likely to be seen by potential applicants.

- 3.3c) Once Ashford BC have advertised the property/properties via CBL they will send the list of everyone, with an identified local connection, that has applied for the property to the agreed contact at the Parish Council. The list will include name, current address and stated local connection.
- 3.3d) The Parish Council will be expected to confirm or refute the local connection claims of each applicant on the list in writing to Ashford BC within a set timescale – this timescale to be agreed between Ashford BC, the Parish Council and the RSL in line with the completions timescale for each new development. The Parish Council may also provide additional relevant supplementary information.
- 3.3e) Confirmation of a local connection by the Parish Council will mean that an applicants local connection points, as set out in appendix 2, have been verified and may also be amended in accordance with the response from the Parish Council
- 3.3f) Ashford BC will then refer these applicants on to the RSL. The RSL will visit all confirmed applicants and assess their circumstances more fully. The decision to offer properties will be taken by the RSL.
- 3.3g) The RSL will then send a list of the successful applicants to the Parish Council and to Ashford BC after offers are made.
- 3.3h) No offer will be made to any applicant for a local needs home unless the Parish Council have confirmed the applicant's local connection.
- 3.3i) Where the Parish Council identifies that an applicant does **not** have the necessary local connection Ashford BC will notify the applicant that the Parish Council has advised they do not meet the local connection criteria and their application will not be taken further with respect to the local needs scheme. The applicant has the right to request a review of this decision (see paragraph 3.7).
- 3.3j) If there are insufficient applicants from the principal parish or parishes as named in the section 106 agreement then the process described in paragraph 3.8 will apply.

3.4 Re-letting of rented homes

- 3.4a) The RSL will advise Ashford BC and the Parish Council within 3 working days of its receipt of a notice to vacate.
- 3.4b) Ashford BC will advertise the property via the CBL system on the following advertising cycle. Ashford BC and the Parish Council will also ensure that the property is advertised within the parish as above.
- 3.4c) The time available for advertising a re-let is shorter than for a new build housing scheme because the RSL must make sure that the property is not empty for any longer than necessary. In view of this Ashford BC, the Parish Council and the RSL will agree the maximum advertising timescale upon notification from the RSL of each re-let.
- 3.4d) The same process then applies as for letting new build homes; Ashford BC will request confirmation of local connection from the Parish Council and the list of those with confirmed local connections will be forwarded to the RSL.
- 3.4e) The RSL will arrange for the prospective tenant to view the property at a mutually convenient time.
- 3.4f) The RSL will make the offer of housing to the successful applicant and confirm the results of this offer to both Ashford BC and the Parish Council.
- 3.4g) Should the applicant refuse the offer then the RSL will offer the property to the next most suitable applicant from the list supplied to them by Ashford BC until there are no applicants in housing need and with a local connection confirmed by the Parish Council remaining.

3.4h) Should this occur then the process as described in paragraph 3.8 will apply.

3.5 New Build Homebuy (Shared Ownership) Purchases

3.5a) All new build homebuy (also known as shared ownership) homes being developed on a new housing scheme will be advertised in line with the timescales agreed in 3.3a above.

3.5b) The RSL will arrange with the Parish Council to advertise the property within the Parish. The RSL will also ensure that the property is advertised via the Homebuy Zone Agent with a specification that only applicants with the required local connections can be considered. All new build shared ownership properties will also be advertised on Ashford BC's fortnightly CBL advertising list.

3.5c) All applications for new build homebuy (shared ownership) homes received via CBL will be assessed for local connection in the same way as new build rented homes.

3.5d) Applicants via the Zone Agent will respond direct to the RSL and in these cases the RSL must submit the details of applicants to Ashford BC so that they can be referred on to the Parish Council for local connection confirmation.

3.5e) The RSL will then make an assessment of applicants' financial circumstances to ensure that applicants can afford to take on a mortgage.

3.5f) If there are insufficient applicants from the principal parish or parishes as named in the section 106 agreement then the process described in paragraph 3.8 will apply.

3.6 New Build Homebuy (Shared Ownership) Re-Sales

3.6a) The RSL will advise Ashford BC and the Parish Council within three working days of receiving notice that the occupier is moving.

3.6b) The RSL will require a written valuation of the property from an approved valuer, and will liaise directly with the occupier about this.

3.6c) In conjunction with the owner, the RSL and the Parish Council will arrange to advertise the property within the Parish. The RSL will also ensure that the property is advertised via the Homebuy Zone Agent with a specification that only applicants with the required local connections can be considered. All new build homebuy (shared ownership) resales will also be advertised on Ashford BC's fortnightly CBL advertising list.

3.6d) All resulting applications for resales will be made direct to the RSL. The RSL will carry out an assessment of housing need and a financial assessment. The Parish Council will be requested to confirm the local connection criteria in the same way as for rented homes.

3.6e) The RSL will only take forward applications from those people whose circumstances are in line with their assessment and whose local connection has been confirmed by the Parish Council. The RSL will then make suitable arrangements with the present owner and the prospective owner to view the property at a mutually convenient time.

3.6f) The RSL will advise the Parish Council and Ashford BC when a sale has been agreed, prior to completion and confirm the details, including local connection details, of the successful applicant(s).

3.6g) If there are insufficient applicants from the principal parish or parishes as named in the section 106 agreement then the process described in paragraph 3.8 will apply.

3.7 Appeals

3.7a) An applicant has the right to request a review of their application if Ashford BC has advised them that they are either ineligible to join the housing register or ineligible to receive an offer of accommodation (for example because they do not have the required local connection).

- 3.7b) A two-stage appeals procedure is in operation and is described in Ashford BC's Housing Lettings Policy. During the first stage of any request for review on the grounds of local connection Ashford BC will contact the Parish Council to advise that a request for review has been lodged and to seek further advice from the Parish Council. Ashford BC will also conduct any other appropriate enquiries regarding local connection. Decisions will be taken in line with the appeals procedure.

3.8 Insufficient applicants

- 3.8a) If there are insufficient applicants from the principal parish or parishes who meet the criteria, then the following cascade (as set out in the standard section 106 agreement) will apply:
- Applications must be invited from people who meet the local connection criteria to the neighbouring parishes named in the section 106. This should be done in conjunction with the principal parish and the neighbouring Parish Councils; available homes should be advertised within the parish and via CBL, following the procedure as above in 3.2-3.6
- 3.8b) If there are still insufficient applicants then:
- Ashford BC may approve, after, discussion with the Parish Council any other persons. This decision is in the absolute discretion of Ashford BC and on such terms as it may consider appropriate in the particular case. The terms that will normally be applied are set out in 4.2f).

4. LOCAL CONNECTION CRITERIA FOR AFFORDABLE RURAL LOCAL NEEDS HOUSING

4.1 The local connection requirements are also set out in the section 106 agreement for each local needs development. The local connection criteria are standard and apply as set out below to every new build affordable local needs housing scheme developed after August 2007. In the context of affordable rural local needs housing, use of the word "local" in describing a resident means:

4.1a) Applicants who are resident within the parish who has been resident for a continuous period of at least 5 years immediately before making an application,

or

Applicants who have been resident within the parish for any period of (or periods totalling) 7 years or more within the previous 10 years immediately before making an application,

or

Applicants who were previously resident in the parish and who have an immediate family member(s) currently resident in the parish and where the immediate family member(s) have been resident within the parish for a continuous period of at least 10 years immediately before the housing application was made and intend to remain in the parish. "Immediate family" means a parent or parents, a child or children, or a sibling or siblings."

4.1b) Applicants who work either full-time, or, part-time within the parish or a neighbouring parish. Part-time in this case is defined as being a minimum of 10 hours each week.

4.1c) Applicants who need to move into the parish, or a neighbouring parish, to take up full or part-time employment (a minimum of 10 hours per week) within the parish or a neighbouring parish.

4.1d) Applicants who need to move to the parish to enable them to either give or receive support to or from an immediate family member. "Immediate family" means a parent or parents, a child or children, or a sibling or siblings or other relationships where a genuine need to give or receive support is demonstrated to the satisfaction of Ashford BC.

4.2 Notes

4.2a) "Parish" in this context means the principal parish, as named in the section 106 agreement, which may be grouped with other parishes that are working jointly to provide the affordable rural local needs housing.

4.2b) "Neighbouring parishes" refers to those parishes, other than the principal parish or parishes that are specifically named in the Section 106 Agreement.

4.2c) Neighbouring parishes named within the Section 106 Agreement will be agreed with the principal Parish Council before the Section 106 Agreement is signed.

4.2d) Priority will be given to applicants from the principal and any other named parishes in the first instance. Only if there are insufficient applicants in housing need and with the required local connection will applicants from the named neighbouring parishes be considered. As described in paragraph 3.7.

4.2e) Applicants from named neighbouring parishes must be able to demonstrate the same local connection to their parish as listed above in 4.1 a-d.

4.2f) If there are insufficient applicants from the principal, named and named neighbouring parishes then in accordance with the section 106 agreement homes will usually be offered to applicants in housing need and who can demonstrate an alternative level of local connection to that in 4.1 a-d, e.g. an applicant lives in the principal parish but has done so for a period of less than 5 years. Ashford BC will ask the Parish Council to confirm such alternative levels of local connection.

5. THE ROLES OF THE COUNCIL, THE RSL AND THE PARISH COUNCIL

5.1 The role of Ashford BC

- 5.1a) Ashford BC has an enabling role and also a duty to measure the housing need in its district. To do this in rural areas Ashford BC works in partnership with the Rural Housing Enabler employed by Action with Communities in Rural Kent. Ashford BC aims to complete 4 surveys every year and will meet the cost of the survey work.
- 5.1b) To manage the lettings process in accordance with the adopted Housing Lettings Policy.
- 5.1c) To ensure the RSL operates in accordance with the partnership agreement signed at the time of appointment as a preferred partner. RSLs within the partnership are subject to regular review and any concerns of Parish Councils should be notified to Ashford BC so that matters may be resolved.
- 5.1d) To liaise with Parish Councils and others to facilitate that affordable rural local needs housing is provided when a need is identified.
- 5.1e) To provide Parish Councils with all necessary support and training to ensure Parish Councils are able to fulfil their responsibilities under the terms of this procedure.
- 5.1f) To establish whether there are any suitable sites within Ashford BC's ownership that could be developed to meet identified need.
- 5.1g) In exceptional cases where a Parish Council does not support a survey being undertaken Ashford BC may undertake the survey and work independently of the Parish Council.
- 5.1h) Ashford BC has selected English Rural Housing Association as its preferred RSL development partner for local needs housing development and is able to confidently recommend English Rural Housing Association to all Parish Councils. However in some cases an alternative RSL may be better placed to develop the homes. In such cases Ashford BC will discuss this with the Parish Council and work with the Parish Council to ensure the most suitable RSL is selected. The selected RSL must be one of Ashford BC's preferred development partners. In some parishes RSLs may work in partnership on a development.
- 5.1i) All affordable rural local needs housing in development will be regularly discussed and monitored by Ashford BC at the bi-monthly 'Rural Round Table' meetings. Ashford BC will ensure that the Parish Council is kept fully informed of progress and where necessary Ashford BC will ensure that meetings also include the Parish Council, though this is usually only necessary when developments run into difficulties.
- 5.1j) To ensure the homes are let and purchased in accordance with the Planning Consent, the Section 106 Agreement and this procedure.

5.2 The role of the Registered Social Landlord

- 5.2a) To work closely with the Parish Council and to fully consider its views. It will then be able to reflect the views of the Parish Council when submitting the planning application. A copy of the planning application, together with supporting documents is to be made available to the Parish Council by the RSL or its developer partner or agent.

5.3 Development of scheme – The RSL's role is to:

- 5.3a) Ensure that any necessary bid for Housing Corporation grant funding is made at the appropriate time.
- 5.3b) Ensure that the planning application fully reports the wishes of the Parish Council.
- 5.3c) Appoint the builder.
- 5.3d) Ensure the homes are constructed in accordance with the approved standards of the Housing Corporation.

- 5.3e) Report to the Parish Council following receipt of the Planning decision. The RSL is fully involved with Ashford BC and will be attending the meetings as the development progresses.
- 5.3f) Adhere to the section 106 Agreement.
- 5.3g) Manage the affordable rural local needs housing, which includes:
 - Collection of rent and managing of any arrears.
 - Taking repossession proceedings in such cases where this is a suitable course of action.
 - Ensuring the site area is maintained in accordance with any planning consent requirements.
 - Maintaining the rented properties to a high standard – to at least the Government’s “Decent Homes Standards”.
 - Dealing with any issues of tenant and/or neighbour dispute.
 - Actively encouraging tenant participation.
 - Measure tenant/leaseholder satisfaction and deliver continuous improvement
 - Working with the Parish Council and Ashford BC to establish sustainable communities.
- 5.3h) Work in consultation and partnership with Ashford BC and Parish Council to ensure:
 - The timely and suitable letting and sales of affordable rural local needs homes.
 - That suitable mortgage lenders are aware of affordable rural local needs housing and to negotiate with mortgage lenders to ensure that those seeking shared ownership properties can be assisted (subject to the normal financial assessments).

5.4 The role of the Parish Council is to:

- 5.4a) Alert Ashford BC where it believes that there is housing need in its parish.
- 5.4b) Raise awareness among its local community of the housing options available, taking a signposting role to direct local people to sources of advice and information.
- 5.4c) Work in consultation and partnership with Ashford BC and RSL to ensure the timely and appropriate letting or re-letting of affordable rural local needs properties.
- 5.4d) Confirm applicants’ local connection.
- 5.4e) Assist in coordinating the advertising of any new affordable rural local needs homes and those becoming vacant.
- 5.4f) Advise both Ashford BC and the RSL of any concerns they might have about affordable rural local needs housing or its occupiers.
- 5.4g) Encourage local people in housing need to register with Ashford BC.
- 5.4h) Provide information to residents within the community so that they can make an application for affordable rural local needs housing or other Council/Housing Association homes.
- 5.4i) Consult on the planning application made by the RSL (or its agent) when the Parish Council receives the planning application for consideration.
- 5.4j) Endeavour to identify any potential affordable rural local housing need when undertaking Parish appraisals and similar exercises.
- 5.4k) Ensure that the RSL accords with the Parish Design Statement or similar guidance.

5.5 The role of Action with Communities in Rural Kent

- 5.5a) AwCiRK will provide written information to Parish Councils on the following topics:
- Role of the Rural Housing Enabler (RHE) and the support available to the Parish Council.
 - Developing an affordable rural housing scheme.
 - Exception site policy and allocation procedures as determined by Ashford BC.
 - Undertaking housing needs survey.
- 5.5b) AwCiRK will then make an offer to give a presentation to any given Parish Council to explain:
- The RHE role.
 - The purpose and status of affordable rural local needs housing.
 - Local housing needs surveys.
 - Links with Parish Plans and other community assessments.
 - Queries raised by any Parish Council members questions.
- 5.5c) AwCiRK will, when a Parish Council agrees to undertake a Housing Needs Survey:
- Liaise with Parish Council and Ashford BC to agree survey content and data.
 - Draft a covering letter for the Parish Council's agreement.
 - Alter or amend survey to suit individual Parish/Borough Council needs.
 - Arrange timing of survey.
 - Provide printed copies of survey forms and freepost return envelopes.
 - Assist Parish Council/Ashford BC with publicity for survey.
- 5.5d) AwCiRK will help to progress this to the next step by:
- Input and analysis of survey data.
 - Providing a written report to Parish and Ashford BC with a recommendation on the type and mix required, balancing the immediate need and the mid to long-term needs.
 - Attending the bi-monthly 'Rural Round Table', plus pre-meeting and Parish Newsletter contribution.
 - Meeting with Parish Council to discuss outcomes of survey and hear any objections.
- 5.5e) AwCiRK will continue to support all partners during the development of an affordable rural local needs housing scheme by offering:
- Ongoing advice and support to Parish Council throughout the development of an affordable rural housing scheme up to completion – by telephone, email and attendance at meetings.
 - Assist with site search and approach landowners where necessary.
 - Liaison with Ashford BC housing, legal and planning departments via rural round table meetings and additionally as required.
 - Work as necessary between Ashford BC/Parish Council and developing RSL.
 - Attend Open/Information Days in partnership with stakeholders to consult the local community
 - If required, to provide evidence and information to support planning applications.

APPENDIX 1

Points to Note

- 1. Registered Social Landlord (RSL)**

RSL is a housing association registered and governed by the Housing Corporation. The Housing Corporation being a Government body that monitors and assesses the performance of RSLs from the point of view of governance, financial propriety, management etc.
- 2. Action with Communities in Rural Kent (AwCiRK)**

Is a registered charity whose purpose is to improve the quality of life of local communities particularly for disadvantage people and to facilitate the development of thriving, diverse and sustainable communities. AwCiRK used to be known as Kent Rural Community Council and employs the Rural Housing Enabler.
- 3. Local Needs Housing**

This is housing that is constructed in a parish (or settlement) to provide affordable rural local needs housing for parishioners in perpetuity. Applicants from within the parish are subject to an assessment of housing need, and will need to prove they are unable to afford the cost of housing available on the open market within the settlement.
- 4. Exception sites**

These are sites, which have not been identified as sites for residential use. The sites therefore attract little more than an agricultural value when sold by the landowner to the RSL for the development of affordable rural local needs housing. The sites would not normally be granted planning consent for residential development and only receive planning consent because the homes being provided will be available to the local community in perpetuity.
- 5. Section 106 Agreements**

This agreement is part of the planning consent and contains the details under which the planning consent has been granted. It describes the persons who are eligible to be accommodated in the properties. It is a legally binding agreement within the Planning framework. Failure by an RSL to comply with the requirements of the Section 106 can make them liable for the breach of covenants and obligations contained in the Section 106 Agreement.
- 6. Shared ownership**

This form of owner occupation is for those who are unable to afford to buy homes on the open market. Within the framework of affordable rural local needs housing the RSL retains 20% of the equity in perpetuity, this is so that the homes remain available for people with a local connection in the future.
- 7. New Build Homebuy Zone Agent**

The Zone Agent is the organisation responsible for marketing all Homebuy products (New Build Homebuy, Open Market Homebuy and Social Homebuy), all New Build Homebuy homes built by any RSL in the Ashford borough are advertised by the local Zone Agent; Moat Housing Group.
- 8. Mutual Exchange of Tenancies**

Tenants of affordable housing are **NOT** usually able to exchange unless the incoming tenant fully complies with the affordable rural local needs criteria.
- 9. Confidentiality**

Confidential issues are not shared by Ashford BC and RSL with the Parish Council and remain confidential between the applicant or applicants and the professional Housing Officer. All organisations are required to respect confidentiality and personal information must not be disclosed to others.
- 10. Actions in the event of dispute**

In the event of a dispute between the parties that cannot be resolved at officer level, the matter should be referred to the appropriate higher authority for resolution. For example, in the case of a dispute with the RSL the dispute may need to be referred to the RSL's board members.

11. Equal Opportunities

All parties to this procedure believe in and promote equal opportunities for all, irrespective of race, religious belief, disability, gender or sexual orientation

12. Data Protection and the Freedom of Information Act

All parties to this procedure must comply with statutory requirements under the Data Protection Act. The requirements of the Freedom of Information Act also apply.

APPENDIX 2 – Local Connection criteria points

Development at.....

Applicants name (first)

Applicants name(second)

While an applicant may have a high local connection points score, their housing need, measured on the basis of a lack of, or standard of, housing (e.g. lack of bedroom, no internal WC, lack of heating, health condition, etc.) may mean that someone with a lower local-connection points score might be housed in preference.

Criteria	Examples of evidence	Eligible points	Points awarded
Residential qualification:			
Applicant (1 st or 2 nd) has lived in the parish for at least 5 years continuously.	<ul style="list-style-type: none"> • Electoral register • Local knowledge • Other evidence 	5	
Applicant (1 st or 2 nd) has lived in parish for a total of at least 7 years in the last 10.	<ul style="list-style-type: none"> • Addresses and dates of previous residences • Electoral register • Local knowledge • Other evidence 	4	
Applicants who were previously resident in the parish and who have an immediate family members(s) currently resident in the parish and where the immediate family member(s) have been resident for a continuous period of at least 10 years immediately before the housing application was made and intend to remain in the parish. "Immediate family" means a parent or parents, a child or children, or a sibling or siblings.	<ul style="list-style-type: none"> • Addresses and dates of previous residences • Electoral register • Local knowledge • Other evidence 	3	
Employment			
Applicant (1 st or 2 nd) is employed full-time within the parish or a neighbouring parish. OR Applicant is employed on a part-time basis in the parish or neighbouring parish.	<ul style="list-style-type: none"> • Confirmation of full-time employment from employer • Confirmation of part-time employment from employer <i>Part-time is for a minimum of 10 hours per week</i> 	3	
Need to be in parish to give/receive support			
To enable an immediate family member to return to the village / parish to either give or receive support.	<ul style="list-style-type: none"> • Giving support to • Receive support from..... • Relationship: Parent Child Sibling Other <p>Any supporting evidence would (if required) be provided directly to the RSL</p>	2	
Community contribution *			
Of 1 st or 2 nd applicant.	<p>Examples of community involvement might include the following:</p> <ul style="list-style-type: none"> • Runs parish organisation • Belongs to and regularly attends parish organisation • Uses parish shops and amenities • Children attend local primary school 	1	
Total points awarded			

Other comments pertinent to the application:

.....

Assessment completed by

Signed

Date:

*** Community Contribution**

One community contribution point will be awarded to applicants who fulfil one or more of the community contribution criteria and also has a verified local connection as detailed in section 4.

APPENDIX 3 – Specimen section 106 agreement

Dated _____ 200

**ASHFORD BOROUGH COUNCIL
and
[.....] ASSOCIATION LIMITED**

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

- relating to -

Land at [.....]

Ashford,

Kent

including provision for

Rural Local Needs Housing

T W MORTIMER, Solicitor
Head of Legal and Democratic Services
Ashford Borough Council
Civic Centre
Tannery Lane
ASHFORD
Kent TN23 1LP
Ref: [.....]
Planning Reference: [.....]
[.....]

THIS DEED is made the _____ day of _____ 2008

B E T W E E N

- (1) **ASHFORD BOROUGH COUNCIL** of Civic Centre Tannery Lane Ashford Kent TN23 1PL (“the Council”) and
- (2) [.....] **HOUSING ASSOCIATION LIMITED** the registered office of which is at [.....] (“the Owner”)

1. INTERPRETATION

1.1 Save as herein provided the Interpretation Act 1978 shall apply to this Agreement as if this Agreement were an Act of Parliament

1.2 In this Agreement the following words and expressions shall unless the context otherwise requires have the meanings set opposite them: -

WORDS & EXPRESSIONS

MEANINGS

“Affordable Housing”	Residential accommodation where the rent or price is reduced directly or indirectly by means of public or private subsidies such that it can be afforded by persons or households on low incomes identified by the Council to be in housing need
“Affordable Housing Land”	The area of land within the Application Site approved by the Council for the construction of the number of Affordable Housing Units to be provided by a Registered Social Landlord
“Affordable Housing Units”	The [.....] (..) Dwellings to be built on the Application Site set out in the Third Schedule hereof

"Application Site"	all that land at [.....]Ashford Kent the subject of the Planning Application shown edged with a thick black line on the Plan and where the context requires any part or parts of that land
BREEAM	Building Research Establishment Environmental Assessment Method
"Commencement"	the commencement of the carrying out of a Material Operation in relation to the Development (and cognate expressions with an initial capital letter "C" such as "Commence" shall be construed accordingly)
"Complete"	the date that a Dwelling is substantially ready for Occupation by a resident and "Completed" and "Completion" shall be construed accordingly
"the Council"	Ashford Borough Council of Civic Centre Tannery Lane Ashford Kent TN23 1PL in its statutory capacity as a local planning authority or any successor planning authority including any agent or any other person appointed or nominated by it for the purpose of this Agreement
"the Council's Solicitor"	the Head of Legal and Democratic Services of the Council or such other person as may be appointed from time to time by the Council to discharge the functions of the post including the nominee of the Head of Legal and Democratic Services or such other person
"Development"	the development of the Application Site by the construction of [...] dwellings specifically allocated for Local Needs Rural Housing and as referred to in the Planning Application and described in the First Schedule or substantially

"Dwellings"	the same development the [...]dwellings to be constructed on the Application Site in accordance with the Planning Permission and "Dwelling" shall be construed accordingly
"Housing Act"	the Housing Act 1985
Housing Corporation Scheme Development Standards	the standards of construction of residential units set out in the latest Scheme Development Standards document (Fifth Edition dated April 2003) published by the Housing Corporation
"Housing Quality Indicators"	Version 3 dated April 2005 (or any later edition replacing it) of the Housing Quality Indicators document published by the Housing Corporation
"Immediate Family"	One or more of the parents, child, children, siblings or other relationship where it can be demonstrated to the satisfaction of the Council that there is a genuine need to give or receive support or that the person or persons could normally be expected to reside together
"Implementation Date"	the date specified in the Implementation Notice
"Implementation Notice"	the notice served by the Owner on the Council announcing its intention to implement the Development by the carrying out of a Material Operation in accordance with the Planning Permission on a specified date no earlier than 2 weeks from the date of the notice
"Interest"	the interest to be paid by the Owner on any unpaid sums due under this agreement such interest to be at the rate of 4% over the then current NatWest PLC Base Rate
"Local Criteria"	A person fulfils the Local Criteria in relation to a Parish (being either the Principal Parish or the Neighbouring Parishes) if: (i) the person is a member of either:

- (a) a self-contained household or
- (b) a newly-forming household
constrained from forming a self-contained household by its lack of accommodation suitable to meet its housing needs

and which household is unable to afford to purchase or rent accommodation within that Parish suitable to meet its housing needs from its own resources (which shall be taken to include any ability to borrow on mortgage and any state-funded financial support)

and

- (ii) one of the following paragraphs applies:-
 - (a) the person has had his or her only or principal home in that Parish for a continuous period of at least five years immediately prior to making an application or
 - (b) the person has had his or her only or principal home in that Parish for a period of (or periods totalling) not less than seven years within the last ten years immediately prior to making an application or
 - (c) the person has been previously resident in that Parish and has parents, child, children or siblings who have been resident in the Parish for a continuous period of at least ten years and intend to remain resident in the Parish prior to making an application or
 - (d) the person is employed either in full time or Part Time Employment in the Parish or
 - (e) the person needs to relocate his or her only or principal home to that Parish to take up full time or Part Time Employment within the Parish or
 - (f) the person needs to relocate his or

her only or principal home to that Parish in order to effectively provide or receive support to or from a member or members of the person's Immediate Family who has or have his her or their only or principal home in that Parish and has or have no plans to leave that Parish

and where the Parish Council of the Principal Parish or the Neighbouring Parishes, as applicable, has confirmed in writing to the Council and the Registered Social Landlord that the conditions set out in either (a) (b) (c) (d) (e) or (f) are met or if not met, then the final decision is to be by the Council and the Registered Social Landlord either:-

“Local Person”

- 1 a person who fulfils the Local Criteria in relation to the Principal Parish or
- 2 if the relevant Registered Social Landlord has used reasonable endeavours (which includes advertising on the Council's Choice Based Lettings Scheme advertising in at least two consecutive parish magazines (if one exists) poster displays on parish notice boards parish shop windows community centres and other locations where they are likely to be seen by potential applicants at least six months before Completion for first lettings or if a re-let then within 14 days of notification from the vacating occupier) to identify a person within 1 above, but has been unsuccessful, a person who fulfils the Local Criteria in relation to the Neighbouring Parishes

or

- 3 if there is no appropriate person who fulfils the Local Criteria 1 and 2 above, such other person as the Council may approve, after, if appropriate, discussion with the Parish Council, in its absolute discretion and on such terms as it may consider

“Local Plan”	<p>appropriate in the particular case.</p> <p>the Ashford Borough Local Plan adopted June 2000</p>
"Material Operation"	<p>a material operation within the meaning of Section 56(4) of the Planning Act save that for the purpose of this definition the carrying out of any work of demolition works of site clearance ground investigation and site survey works construction of boundary fencing or hoardings construction of temporary accesses and/or highway works archaeological investigation site decontamination or remediation works landscaping works and noise attenuation works shall not be deemed to be the carrying out of any 'Material Operation'</p>
“Management Plan”	<p>a plan to provide for the safeguarding, including the provision of sufficient funding, of the future long term security and maintenance of the population of [.....] on the Application Site</p>
“Neighbouring Parishes”	<p>The Parishes of [.....] (or any of them) in the County of Kent each as defined by their boundaries at the date of this Agreement</p>
“Occupation”	<p>occupation of a Dwelling other than occupation for the purpose of construction security marketing or repair (and cognate expressions with an initial capital letter “O” such as Occupy shall be construed accordingly)</p>
“Owner”	<p>[.....] Housing Association Limited whose registered office is at [.....] and any successors in title of the Application Site</p>

“Part Time Employment”	A minimum of 10 hours work per week
“Plan ”	the plan annexed hereto
"Planning Act"	the Town and Country Planning Act 1990 as amended
“Planning Application”	the application for planning permission registered by the Council under reference [.....]
“Planning Permission”	the planning permission granted or authorised to be granted pursuant to the Planning Application by way of a Decision Notice in the form of the draft annexed to this Agreement and marked “Draft” or any other planning permission for the same or substantially the same development issued to the Owner on terms and conditions that are acceptable to the Owner
“Principal Parish”	The Parish(es) of [.....]in the County of Kent as defined by its boundaries at the date of this Agreement
“Registered Social Landlord”	A housing association registered with the Housing Corporation in accordance with the provisions of the Housing Act 1996 or any replacement statute and approved in writing by the Council as capable of providing and/or managing the Affordable Housing Units (or such one or more of the Affordable Housing Units in relation to which such body has been approved) such that they shall be reserved for occupation by Local Persons
“RPI”	The Provisional “All Items” Index of Retail Prices (howsoever such index may be termed) issued by the Department of Trade and Industry or such other Department upon which duties in connection with the compilation and maintenance of such

“Working Guidelines and Service Level Agreement”

Index shall fall
Guidelines for the allocation of dwellings as
set out in the Council’s current Affordable
Rural Local Needs Housing Procedure
information for the Council Parish
Council/Parish Meetings Registered Social
Landlord and applicants

1.3 Reference in this Agreement to a clause schedule paragraph or part are references where the context so admits to a clause schedule paragraph of a schedule or part of a schedule in this Agreement and references in a schedule to a paragraph or a part are (unless the context otherwise requires) reference to a paragraph or part of that schedule

1.4 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement

1.5 Covenants made hereunder:-

- (i) if made by more than one person are made jointly and severally; and
- (ii) are to the intent that the same shall bind whomsoever shall become a successor or successors in title to the relevant part of the Application Site; and
- (iii) shall operate as a charge on the Application Site and shall be registered in the Council’s Register of Local Land Charges
- (iv) by the Owner in this Agreement shall not be enforceable against the owner or occupier of any completed dwelling on the Application Site

2. RECITALS

2.1 The Council is the local planning authority for the purpose of the Planning Act for the area within which the Application Site is situate and for the for the purpose of this Agreement is the authority by whom the planning obligations hereinafter contained are enforceable

2.2 The Owner is the owner of the Application Site being registered under K[.....] at HM Land Registry

2.3 The Owner is in possession of the Application Site and no other person is entitled to possession or to any rents or profits thereof in conjunction with or to the exclusion of the Owner

- 2.4 The Council's Planning Committee resolved at a meeting held on [.....] to grant Planning Permission for the Development subject to the completion of an agreement under Section 106 of the Planning Act for purposes set out in the resolution
- 2.5 The Council and the Owner have accordingly agreed to enter into this Agreement pursuant to the provisions of Section 106 of the Planning Act upon the terms and conditions hereinafter appearing with the intention that it should be binding not only upon the Council and the Owner but also upon their respective successors in title and any persons claiming through under or in trust for them

3. AGREEMENT

- 3.1 This Agreement is completed pursuant to Section 106 of the Planning Act and the covenants by the Owner hereinafter contained shall be ones to which the provisions of Section 106 of the Planning Act and section 111 of the Local Government Act 1972 shall apply and shall be binding and enforceable against the Owner and its successors in title to the Application Site or any part or parts thereof
- 3.2 This Agreement is a conditional agreement save in relation to Clause 7 and paragraphs 1, 2.1, 2.5 and 3 and shall become an unconditional agreement on the Implementation Date **PROVIDED THAT** if the Owner carries out a Material Operation within the Application Site prior to serving the Implementation Notice such Implementation Notice shall be deemed to have been served on the date the Owner carried out the Material Operation
- 3.3 The obligations of the Owner contained in the Second Schedule will be enforceable, as applicable, by the Council.
- 3.4 Termination of liability after parting with a interest in the Application Site**
- No party will be liable for any breach of the covenants obligations and restrictions contained in the Second Schedule of this Agreement in respect of any period during which that party no longer has an interest in the Application Site or the part in respect of which the breach occurs
- 3.5 Subject as herein provided the Owner for itself and its successors in title to the Application Site hereby agrees and covenants with the Council that the Application Site shall be subject to the terms restrictions and obligations as to the

manner of carrying out the Development and otherwise contained in the Second Schedule

- 3.6 If the Council agrees pursuant to an application by the Owner under Section 73 or 73A of the Planning Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal by the Owner under Section 78 of the Planning Act this Agreement shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 or 73A or 78 of the Planning Act and the covenants or provisions in this Agreement shall be deemed to be accordingly modified to correspond to any such varied permission
- 3.7 Nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local planning authority, or local housing authority and, in the exercise of such functions, its rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council was not a party to this Agreement
- 3.8 In the event that any part of this Agreement may be subject to challenge review deletion or otherwise be rendered null void or voidable the balance of the said Agreement shall remain in full force and effect so long as the issue of the Planning Permission to the Owner and the commercial purpose and intent of this Agreement are not materially and adversely affected
- 3.9 It is hereby agreed and declared between the parties that this Agreement is not to be interpreted as the granting of any consent or approval under any legislation whatsoever
- 3.10 It is hereby agreed and declared between the parties hereto that this Agreement together with the Planning Permission together constitute the whole agreement between the parties relating to the subject matter and that subject to Sections 106A and 106B of the Planning Act any release variation or discharge of the Owner's or the Council's liability under the Agreement shall not take effect unless evidenced in writing in a document under the seal of the Council
- 3.11 The construction validity performance and enforcement of this Agreement shall be governed by English law

- 3.12 This Agreement shall be registered as a Local Land Charge
- 3.13 There is no express or implied intention on the part of any of the parties hereto that any of the rights or obligations contained within this Agreement shall be enforceable by any person who is not a party to this Agreement except so far as he shall be a successor in title to the Owner in respect of the Application Site
- 3.14 The obligations on the part of the Owner in this Agreement shall not be enforceable against the owner or occupier of any Completed Dwelling on the Application Site

MONITORING OF DEVELOPMENT

- 3.15 The Owner must notify the Council in writing of the Commencement of Development and within one month of the occupation of the last Dwelling to be Occupied on the Application Site

INTEREST

- 3.16 The Owner will pay Interest to the Council on any money due but not yet paid to the Council, as applicable, under the obligations set out in this Agreement

4 NOTICES

Any notice under this Agreement shall be in writing and shall be duly served if it is delivered or sent by first class post to a party at:

- 4.1 its address given in this Agreement;
- 4.2 its registered office;
- 4.3 such other address as may be notified in writing from time to time

5 INDEXATION

Where any payment is to be made by the Owner under this Agreement it shall be increased or decreased by the increase or decrease as appropriate in accordance with the RPI from the quarter before the date of this Agreement unless otherwise stated until the quarter before the date of payment

6 THIRD PARTY RIGHTS

A person or body that is not (or is not a successor in title to) a party to this Agreement shall not in his or its own right enforce the terms covenants and obligations of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999

7 COSTS

On completion of this agreement the owner covenants to pay the council's reasonable legal and administrative costs including surveyors' costs respectively incurred in connection with the preparation, completion and implementation of this agreement such costs shall still be payable in relation to the preparation of the agreement even if it is not completed

8 REGISTER

The Council will upon the written request of the Owner confirm in writing when the obligations set out in the Second Schedule have been performed or otherwise discharged and will if so requested remove the reference to such obligations from the Local Land Charges Register

9 DISPUTE

If any dispute or question whatever arises between the parties as to the construction or effect of any provision in this agreement the matter in dispute will be determined by an expert appointed by agreement between the parties or in the absence of agreement within 14 days if one party gives notice to the others of its nomination or nominations appointed by the president for the time being of the royal institution of chartered surveyors on the application of any party to this agreement whose decision (including the question of costs) shall be final

10 PARTIES

Nothing in this Agreement shall create a legal partnership between any of the parties

11 JURISDICTION

This Agreement is to be governed by and interpreted in accordance with the law of
England

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed the
day and year first before written

THE FIRST SCHEDULE

The Development

The erection of [...]new dwellings (of mixed accommodation) with associated parking served off a new road

THE SECOND SCHEDULE

Planning obligations

The Owner covenants for itself and its successors in title with the Council as follows: -

1. Implementation Notice

- 1.1 Prior to Commencement of Development to serve the Implementation Notice on the Council
- 1.2 Not to Commence Development before the Implementation Date specified in the Implementation Notice

2. Local Needs Rural Housing

- 2.1 No Dwelling shall be occupied otherwise than by a Local Person (together with any Immediate Family)
- 2.2 The Affordable Housing Units shall be made available and ready for Occupation at such prices and/or rents and service charges as shall comply with the Housing Corporation target rents and shared ownership initial equity purchase percentages to be approved by the Council
- 2.3 Not to Commence to develop the Application Site until Reserved Matters Approval has been obtained in respect of the Affordable Housing Units within the Application Site
- 2.4 To construct the Affordable Housing Units to meet Housing Corporation Scheme Development Standards and the list of "essential items" incorporated therein
- 2.5 To construct the Affordable Housing Units to achieve Housing Quality Indicator minima scores.
- 2.6 To construct the Affordable Housing Units to comply with the BREEAM Code level [.....] of the Code for Sustainable Homes

unless otherwise agreed (in relation to paragraphs 2.4, 2.5 and 2.6 of this Schedule) with the Council and the Housing Corporation.

General Restriction

2.7 On transfer of any Affordable Housing Land or Affordable Housing Unit to a Registered Social Landlord to use its reasonable endeavours to procure that the Registered Social Landlord (or any such other body or entity providing affordable housing as the Council's Solicitor may expressly approve in writing for the purpose of such transfer or lease in the Council's absolute discretion) covenants with the Council (if required by the Council) not to use or occupy it or permit it to be occupied otherwise than in accordance with a nomination agreement or arrangement agreed in writing between the Council's Solicitor and the Registered Social Landlord in accordance with any statutory requirements or any reasonable housing requirements of the Council

2.8 The provisions of this paragraph 2 shall:

2.8.1 Not bind any mortgagee or chargee of a Registered Social Landlord or other body approved pursuant to paragraph 2.7 being the registered proprietor of the Application Site or any part of it (notice of which mortgage or charge shall have been given in writing to the Council's Solicitor within 28 days of its creation) under which a power of sale has become exercisable and the legal mortgagee or chargee (or a receiver appointed by such mortgagee or chargee)

Provided That such legal mortgagee or chargee or a receiver appointed by such mortgagee or chargee

2.8.1.1 has notified the Council's Solicitor in writing that such power of sale has become exercisable and of its desire to sell the Application Site or any identified part thereof and

2.8.1.2 in respect of the Affordable Housing Land or Affordable Housing Unit is unable despite using all reasonable endeavours within a period of eight weeks from the date of such notification to enter into a binding contract to dispose of the Affordable Housing Land, part thereof or Affordable Housing Unit to another Registered Social Landlord or to the Council upon terms reasonably satisfactory in either case to the

said legal mortgagee or chargee or Registered Social Landlord or the Council

2.8.1.3 produces to the Council's Solicitor reasonable confirmation and evidence in writing from the solicitor acting for the said mortgagee or chargee (or receiver) that it was unable to enter into a binding contract as aforesaid and

2.8.1.4 produces to the Council's Solicitor evidence of the actual completion of a disposal by the legal mortgagee or chargee (or receiver) to a person other than another Registered Social Landlord or the Council within a period of 12 months of the expiry of the period of 8 weeks referred to above and

2.8.1.5 produces a certified copy of the document effecting such disposal to the Council's Solicitor and

2.8.1.6 upon receiving such certified copy the Council agrees that it shall forthwith note in the register of local land charges that the said restrictions and covenants have ceased to have effect in relation to that Affordable Housing Land or Affordable Housing Unit

but in the event that no disposal by the legal mortgagee or chargee (or receiver) to a person other than another Registered Social Landlord or the Council is completed within the 12 month period referred to in 2.8.1.4 above then a fresh notification may be given in relation to such Affordable Housing Land or Affordable Housing Unit pursuant to paragraph 2.8.1.1 and this provision shall apply again

2.8.2 (in the case of an Affordable Housing unit not owned by a Registered Social Landlord) not bind any mortgagee or chargee of any Affordable Housing Unit or any receiver or manager (including the administrative receiver) appointed by such mortgagee or chargee and, in the event of any such mortgagee or chargee receiver or manager exercising a power of sale over the Affordable Housing Unit the provisions of this Agreement shall cease thereupon to apply to that Affordable Housing Unit

2.9 To notify the Council in writing (addressed to the Council's Solicitor) within 14 days of the Completion of the final Dwelling

2.10 Action to be taken prior to any disposition leading to a change of proprietorship or disposition by way of transfer or lease or the grant or transfer of any tenancy or licence of any Affordable Housing Unit

2.10.1 if there is in existence Working Guidelines, a Service Level Agreement or other similar agreement between the Council, the Owner and the Parish Council for the allocation of the Dwellings: then the procedures for the allocation of the Dwellings set out in such Working Guidelines or agreement will be complied with but, if there are no Working Guidelines or agreement in place or if in the absolute reasonable discretion of the Council it is not being complied with, then

2.10.2 the Owner will send written notice to the Council (addressed to the Council's Solicitor) of the person(s) to whom such disposition grant or transfer is intended to be made together with such other information as the Council shall within 14 days of receipt of such notice properly and reasonably request and not to complete such disposition until the Council's Solicitor shall have confirmed in writing that the Council is of the opinion that the said person is a Local Person (such decision being conclusive and binding upon the Owner and such person provided that in the case of fraud concealment miss-statement or mistake the Council may reconsider such decision) PROVIDED THAT this covenant shall not apply to the extent that any such disposition is covered by the terms of a written waiver signed by the Council's Solicitor in relation to any dispositions other than transfers of tenancies and PROVIDED FURTHER that the decision of the Council shall be forthcoming within 14 working days failing which the Owner shall be entitled to proceed with such disposition grant or transfer

2.10.3 To provide within 14 days of being requested to do so in writing by or on behalf of the Council such confirmation whether any covenant herein contained has been is being or will be complied with

3 **Management Plan**

Prior to Commencement submit and obtain the written approval of the Council's Development Control Manager to the Management Plan [.....]

THE THIRD SCHEDULE

Affordable Housing Scheme

Dwelling Type	Number of units	Tenure Type	Plot numbers
1 bedroom flat	[...]	Affordable rented	[.....]
2 bedroom house	[...]	Affordable rented	[.....]
3 bedroom house	[...]	Affordable rented	[.....]
2 bedroom house	[...]	Shared ownership	[.....]
3 bedroom house	[...]	Shared ownership	[.....]

THE COMMON SEAL of)
ASHFORD BOROUGH)
COUNCIL was hereunto affixed)
 in the presence of)

Mayor

Head of Legal and Democratic Services

THE COMMON SEAL OF [.....])
HOUSING ASSOCIATION LIMITED)
 was hereunto affixed in the presence of)

Director

Director/Secretary

APPENDIX 4 – Choice Based Lettings

Kent Homechoice is the new choice based lettings scheme for all council and housing association homes in Kent.

Every fortnight Kent Homechoice will advertise all empty council and housing association homes that are available to let. Properties will be advertised on the internet and through a freesheet. Local needs properties will be included and marked to show that a local connection to the parish is required to be eligible for the property.

Properties will be advertised on a two-weekly basis. Basic details about each property will be shown.

It will be necessary to register on the Councils Housing Register to apply for a home through Kent Homechoice. For more information on how to register and to request an application form please contact the Council on 01233 330688

Each application will be assessed and advised of the number of points they have and the size of property they are eligible to bid for. Each applicant will receive a unique Homechoice number and a user guide.

Applicants can bid for up to three properties they are eligible for in the fortnightly cycle. Homes are advertised in a property list called Kent Homechoice and on the website www.kenthomechoice.org.uk.

There will be 5 ways to make a bid:

1. On the internet - at www.kenthomechoice.org.uk
2. By telephone - Call 0906 294 0020 and follow the instructions.
3. By post using a coupon – Coupons will have applicants name and Kent Homechoice number printed on them.
4. By text message - 07781 472 726
5. In person at the council offices/Gateway:

Property List

Each Kent Homechoice property list is valid for one bidding period, running from 9.00am Monday to 12.00 noon the following Monday

Bids must be received from a Kent Homechoice property list that is in-date. The date will clearly be shown on the front of the property list.

The Kent Homechoice property lists are available on the Kent Homechoice website and at distribution points across the Borough.