

DATED 8th May 2006

BROADLAND DISTRICT COUNCIL

- and -

ANTHONY CORSTIAAN van POORTVLIET

- and -

PRAMILLA van POORTVLIET

**PLANNING OBLIGATION BY WAY OF
A G R E E M E N T**

Pursuant to Section 106 of the Town
and Country Planning Act 1990
relating to the development of land
at Grove Farm, Parish Road,
Stratton Strawless

THIS AGREEMENT is made the Eighth day of May 2006
BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth
Road Thorpe St Andrew Norwich Norfolk (hereinafter called "the Council") of the
first part and ANTHONY CORSTIAAN van POORTVLIET and PRAMILLA van
POORTVLIET of Grove Farm Parish Road Stratton Strawless Norfolk (hereinafter
called "the Owners") of the second part

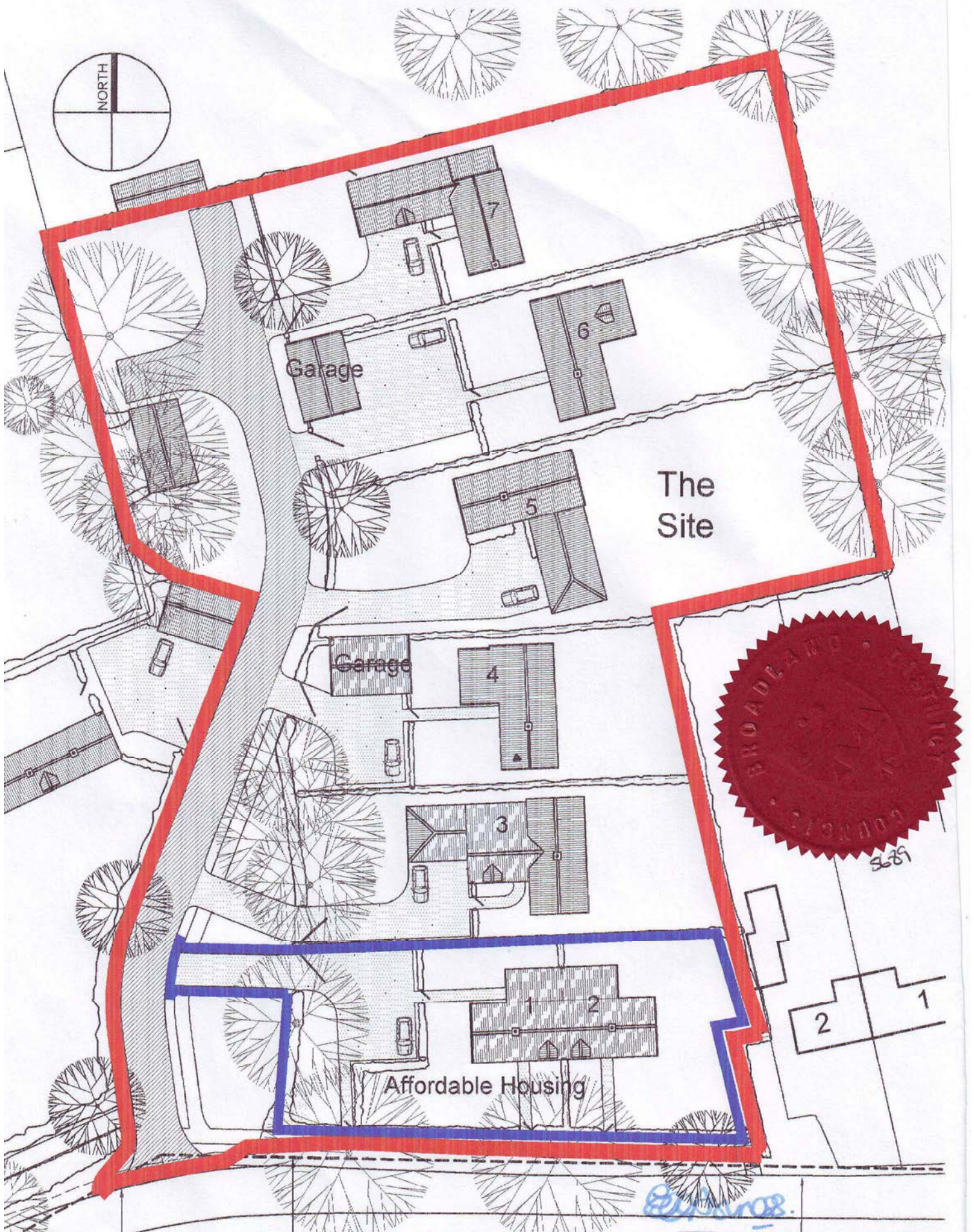
(A) INTERPRETATION AND DEFINITIONS

(1) In this Agreement unless the context otherwise requires the following
expressions shall have the following meanings:-

"the Act"	the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	housing which is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market to be owned and/or managed by a Registered Social Landlord
"Affordable Housing Units"	two of the Residential Units to be constructed or provided on the Site as part of the Development shown in the position outlined in blue on Plan No 1 annexed hereto
"Affordable Rental Units "	those Affordable Housing Units to be constructed or provided on the Site as part of the Development and to be let for a rent upon either a weekly basis or monthly tenancy basis not exceeding housing corporation target rents

	(or if such targets cease to be set such other measure of affordable rents as the relevant District Council shall reasonably determine) and to be let by or on behalf of a Registered Social Landlord
"Application"	the detailed planning application dated 24 th February 2005 for the demolition of a cottage and the development of seven (7) Residential Units and Public Open Space Area on behalf of the Owners under reference number 20050262
"Commuted Sum"	the sum of fifteen thousand seven hundred and twelve pounds (£15,712)
"Development"	the development of the land shown for the purposes of identification only edged red on Plan No 1 annexed hereto for purposes pursuant to the Permission
"Director"	the Council's Strategic Director (Community Services) or other officers of the Council acting under his hand
"Implementation"	implementation of the Permission by the carrying out of a material operation pursuant to Section 56 (4) of the 1990 Act comprised in the Development
"Inflation Provision"	the increase (if any) in the RICS All In Tender Price Index between August 2003 and the date upon which a payment of money is made

	pursuant to this Agreement
"Local Lettings Policy"	the order in which the Affordable Housing Units are to be allocated and which is set out under the title "Local Lettings Policy" at Appendix 1 to this Agreement as amended from time to time
"Open Market Dwellings"	those Residential Units to be constructed on the Site pursuant to the Development which are to be provided and occupied as general market housing
"the Permission"	the detailed planning permission to be granted for the Development
"Plan No 1"	the plan annexed to this Agreement and marked Number 1
"Plan No 2"	the plan annexed to this Agreement and marked Number 2
"the Public Open Space Area"	the area of land shown in the position outlined in green on Plan No 2 annexed hereto comprising 62 metres x 28 metres (0.1736 hectares) or thereabouts
"Qualifying Occupiers"	in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally which is reasonably adequate for their needs contained



Line of surveyed road

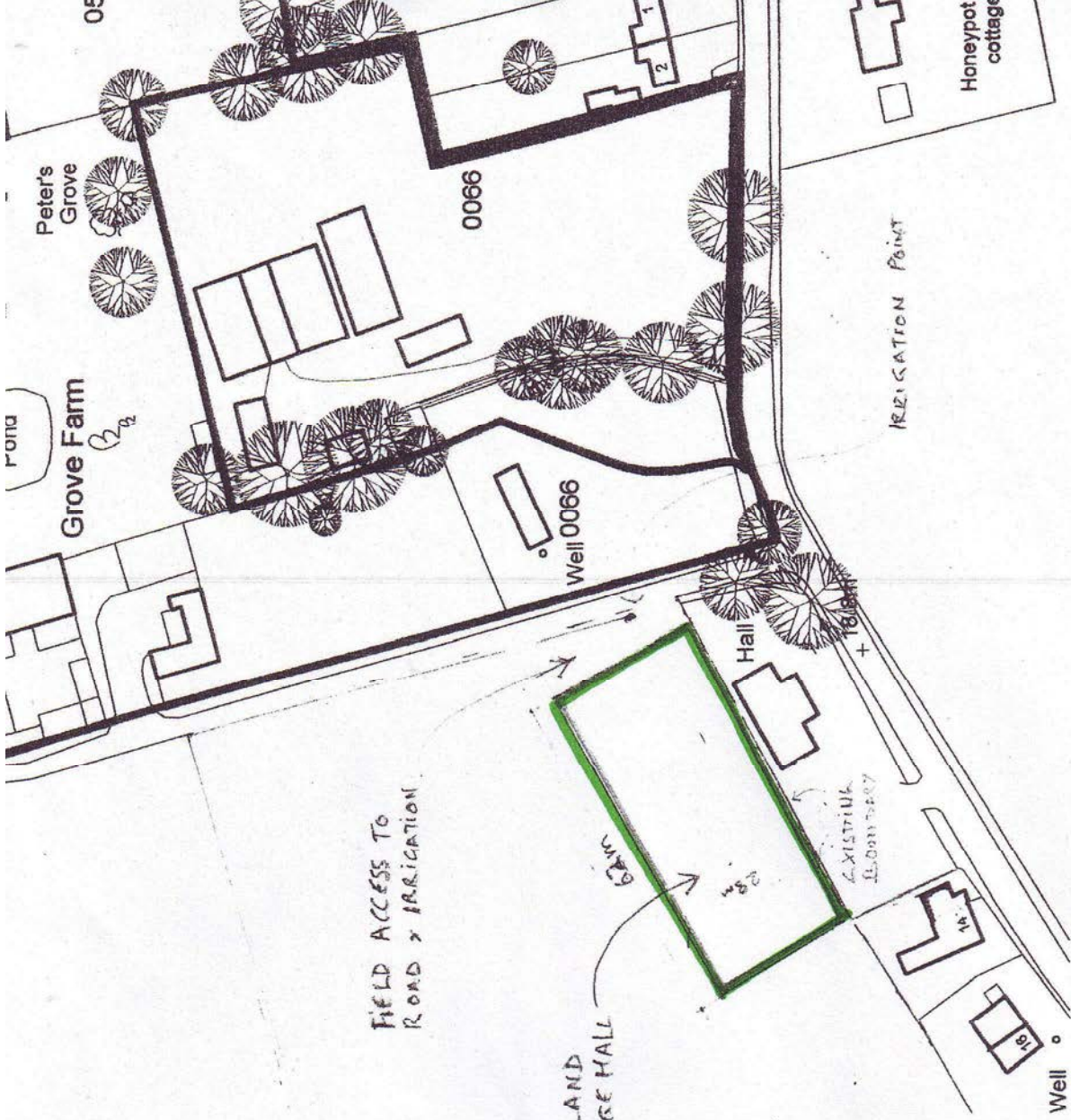
Revised 2.4m x 90m vision splay

HEAD OF CORPORATE SERVICES
& MONITORING OFFICER
Line of road as OS map

Site Plan

K. van der Linde
P. van der Linde Plan No 1

1 : 500



HEAD OF CORPORATE SERVICES
& MONITORING OFFICER

H. van Venter
P. van Poort

[Signature]
HEAD OF CORPORATE SERVICES
& MONITORING OFFICER

PROPOSED DEVELOPMENT AT
GROVE FARM STRATTON STEADLES
DETAIL OF OPEN SPACE
PROVISION

1 APRIL 2006

Location Plan 1:1250

Plan No 2

	<p>in the Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) and ranked in accordance with the Local Lettings Policy or where such persons have been exhausted any person as nominated by the Council on the Broadland Housing Register that the Registered Social Landlord owning or managing the Affordable Housing Units on the Site is entitled to house within its rules</p>
"Registered Social Landlord"	<p>a registered social landlord in the register kept by the Housing Corporation under Part 1 of the Housing Act 1996 (or any statutory re-enactment or modification thereof) as approved by the Council</p>
"Residential Units"	<p>a self-contained house, bungalow or flat</p>
"the Site"	<p>the land at Grove Farm Parish Road Stratton Strawless Norfolk which is shown for the purposes of identification only edged red on Plan No 1</p>
"Shared Ownership Dwellings"	<p>those Affordable Housing Units to be let on a Shared Ownership Lease</p>
"Shared Ownership Lease"	<p>a lease or sub-lease of a Shared Ownership Dwelling granted at a premium whereby up to a</p>

minimum of 25% (twenty-five per cent) on first purchase of the equitable interest in the Shared Ownership Dwelling is paid by the tenant upon completion of such lease or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 80% (eighty percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates

(2) In this Agreement unless the context otherwise requires:

- (i) words importing the masculine gender shall where appropriate include the feminine gender and the neuter gender or vice versa as the case may be and words importing the singular number shall where appropriate include the plural number and vice versa
- (ii) "party" or "parties" means a party or parties to this Agreement
- (iii) references to any party shall include the successors in title and assigns of that party
- (iv) where a party includes more than one person any obligations of that party shall be joint and several
- (v) headings in this Agreement shall not form part of or affect its construction
- (vi) references to clauses and schedule are references to clauses in and schedules to this Agreement

(vii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument

- (B) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated
- (C) The Owners are the freehold owners of the Site edged red for the purposes of identification only on the Plan
- (D) Having regard to the Development Plan and other material considerations the Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating or facilitating the Development of the Site in the manner hereinafter appearing and is satisfied the Permission can only be granted subject to and upon completion of this Agreement

N O W THIS DEED WITNESSETH as follows:-

- 1.1 This Agreement and the covenants that appear hereinafter are made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling power
- 1.2 The covenants that appear hereinafter are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as Local Planning Authority against the Owners and the Owners' successors in title and assigns
- 1.3 This Agreement is conditional upon:

1.3.1 the Permission being duly granted and

1.3.2 Implementation

- 1.4 This Agreement is a deed and may be modified or discharged in part or in total at any time after the date of this Agreement by agreement between the parties in the form of a deed
- 1.5 This Agreement is a local land charge and upon completion shall be registered by the Council as such
- 1.6 No waiver (whether express or implied) by the Council of any breach or default by the Owners in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof
- 1.7 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 1.8 This Agreement shall be governed by the laws of England
- 1.9 Save for the covenants in Schedule 1 of this Agreement which shall continue to bind the Affordable Housing Units no party shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any breach occurring prior to the parting of any party's interest in the Site or any part thereof in respect of which any such breach has taken place

1.10 This Agreement shall cease to have effect if the Permission has lapsed without having been implemented or has been revoked or quashed or has been modified other than at the request of the Owners

1.11 NOTICES

1.11.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Agreement shall be deemed to have been validly served or given if received by facsimile delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is addressed and delivered or sent by facsimile or by recorded delivery post to the address of the party concerned as nominated in sub-clause

1.11.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council	The Strategic Director (Community Services) Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich Norfolk
The Owners	Grove Farm Parish Road Stratton Strawless Norfolk

1.11.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer

1.12 Save insofar as legally or equitably permitted 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 and the rights powers duties and obligations under all private and public statutes bylaws and regulations may be as fully and effectively exercised as if the Council were not a party to this Agreement

2. GENERAL

All consideration given and payments made in accordance with the provisions of this Agreement shall be exclusive of any VAT properly payable in respect thereof and in the event of VAT becoming chargeable at any time in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not presently been charged in respect of that supply the person making the supply shall raise a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

3. RIGHTS OF THIRD PARTIES

The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act

4. The Owners shall on completion of this Agreement pay the Council's reasonable legal and administrative costs incurred in the preparation negotiation and completion of this Agreement

5. COVENANTS

- 5.1 The Owners hereby jointly and severally covenant and undertake so as to bind the Site and each and every part thereof to carry out and comply with the obligations and restrictions set out in Schedules 1 and 2 to this Agreement
- 5.2 The Owners hereby covenant and undertake that in the event of any delay in making any payment required under this Agreement interest shall be payable

on the amount payable at the rate of four (4) per cent above the Co-Operative Bank PLC base lending rate from time to time in force from the date that the relevant payment falls due to the date of actual payment

- 5.3 The Owners hereby jointly and severally covenant that they are the freehold owners of the Site and have full power to enter into this agreement and that the Site is free from all mortgages charges or other encumbrances and that there are no other persons having any interest in the Site

6. THE COUNCIL'S COVENANTS

- 6.1 The Council agrees with the Owners that the Commuted Sum shall be applied towards the improvement and maintenance of open space in the Parish of Stratton Strawless
- 6.2 The Council agrees with the Owners that the Public Open Space Area shall not be used otherwise than for the provision of amenity open space or for play space

SCHEDULE 1

1. AFFORDABLE HOUSING

- 1.1 Not to implement the Development on the Site pursuant to the Permission until a Scheme for the provision and long-term management of the Affordable Housing Units has been submitted to and approved by the Strategic Director (Community Services) of the Council (the "Affordable Housing Scheme") which Scheme for the avoidance of doubt shall deal with and include the percentage breakdown of Affordable Rental Units and Shared Ownership Dwellings to be provided and upon approval such Scheme shall be deemed to be incorporated into the provisions of this Agreement

- 1.2 Upon approval of the Affordable Housing Scheme by the Council to implement the Affordable Housing Scheme as approved and in accordance with the provisions contained in the Affordable Housing Scheme
- 1.3 Not to construct or allow to be constructed more than one Open Market Dwelling on the Site until such time as the Affordable Housing Scheme has been fully implemented and all of the Affordable Housing Units comprised within the Development have been constructed and are ready for occupation and have been transferred to a Registered Social Landlord
- 1.4 Not to use the Affordable Housing Units for any purpose other than for Affordable Housing
- 1.5 The Affordable Housing Units shall not be occupied other than by Qualifying Occupiers
- 1.6 The Registered Social Landlord shall not dispose of its interest in the freehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord registered with the Housing Corporation SAVE THAT this clause shall:-
 - 1.6.1 not be binding upon any mortgage in possession of the Affordable Housing Units or part thereof nor any receiver or manager (including an administrative receiver) for such mortgagee and shall cease to apply to any of the Affordable Housing Units where the Registered Social Landlord shall be required to dispose of such Units pursuant to a right to buy under Part 5 of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or shall be required to sell a further and/or final tranche of equity to a tenant pursuant to the terms of any Shared Ownership Lease granted in respect of such Unit

- 1.7 Under the transfer of an Affordable Housing Unit to the Registered Social Landlord such transfer shall be free from encumbrances and shall contain (inter alia) the following provisions:-

A grant in favour of the Registered Social Landlord of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units and reservations of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development

SCHEDULE 2

- 1.1 Not to occupy or allow to be occupied any Residential Unit on the Site until the Owners have served notice on the Council ("the Public Open Space Notice") offering to transfer the Public Open Space Area to the Council to include the terms and conditions set out in Appendix 2 to this Agreement
- 1.2 Not to unreasonably delay prevent the completion of or unreasonably refuse to complete a deed of transfer of the Public Open Space to the Council
- 1.3 On the date of the transfer of the Public Open Space Area to the Council to pay to the Council the Commuted Sum as increased by the Inflation Provision

APPENDIX 1

DRAFT

Local Lettings Policy for Grove Farm, Stratton Strawless

1. This policy sets out the criteria for selecting nominations for the allocation of the affordable housing on the development at Grove Farm, Stratton Strawless.

The affordable housing is defined as the units of accommodation which the Council has 100% nomination rights over as set out in the section 106 agreement.

2. The Local Lettings policy sets out the additional criteria to be considered for applications in addition to that set out in the Broadland Common Housing Registration and Allocation Policy (copy of which is attached to this document) whose main aims are to :-

- Set out clear guidelines to ensure affordable housing is allocated fairly and consistently.
- Give priority to those who come within the statutory Reasonable Preference categories
- Offer applicants as much choice as possible
- Make the best use of the housing stock as possible.

3. Allocations will be made to applicants on the Common Housing Register managed and maintained by Broadland District Council on the following priority basis :

- 1 Applicants living in Stratton Strawless,
- 2 Applicants working in Stratton Strawless or with a need to move to Stratton Strawless to give or receive support
- 3 Priority will then be given to people living in, working in or with a need to move to the following areas in order to give or receive support
Hainford
Buxton
Lammas
Hevingham
Horsford
Felthorpe

Which are the neighbouring parishes to Stratton Strawless within the Broadland district.

- 4 Priority will then be given to people living in, working in or with a need to move to the following areas in order to give or receive support

Frettenham
Marsham
Brampton

Haveringland
Marsham
Horstead with Stanninghall
Horsham and Newton St Faith

- 5 Priority will then be given to people living in, working in or with a need to move to any other parish within Broadland District for the purpose of giving or receiving support.
- 6 In the case of designated special needs accommodation, the designation of which will be agreed between the Council and the provider, the Council will seek to make allocations in line with the allocation priorities but also taking account of the suitability of the applicant for the property.



COMMON HOUSING REGISTRATION AND ALLOCATION POLICY

1. INTRODUCTION

The Common Housing Register was introduced by the Council following the passing of the Housing Act 1996 which made it a requirement for every Council to have a housing register. It is called a Common Housing Register (CHR) because all the social housing landlords or housing associations, in the district have agreed to allocate all, or a majority, of their properties through the register.

The Homelessness Act 2002 has now amended the 1996 Act. The 2002 Act puts a greater emphasis on choice within the housing register. The Government are keen that all Councils by 2010 introduce a system of allocating social housing properties called Choice Based Lettings (CBL). Broadland Council are committed to introducing CBL. We will do so in two stages. Firstly by changing the way applicants are awarded priority on the CHR. This is designed to make the current system fairer and to give everyone a chance of being re-housed through the CHR. This will be introduced on the 1 April 2005. Later applicants will be able to apply for specific properties that the Council will advertise rather than, as at present, have Housing Officers offer properties that the Housing Officer has chosen for you.

2. AIMS AND OBJECTIVES

The principal purpose of the Council's Registration and Allocations Policy is to.

- A) Set out clear guidelines to ensure that social housing is allocated fairly and consistently.
- B) Give priority to those who come within statutory Reasonable Preference Categories-
 - Those who are homeless or threatened with homelessness
 - Those in unsanitary or overcrowded housing or otherwise in unsatisfactory conditions
 - Those who need to move on welfare grounds

- Those who need to move to a particular locality in the district where failure to meet that need would cause hardship to themselves or others.
 - Ensure that priority is given to those in the worse housing conditions, particularly those who are-
 - Living in overcrowded conditions
 - Living in poor housing, for example, properties that are unfit or lack basic amenities
 - Having to share living space with others.
- C) Maintain a balance between the needs of homeless and other applicants in housing need.
- D) Offer applicants as much choice as possible.
- E) Make the best use of the housing stock in the district and ensure that
- Sustainable and balanced communities are maintained.
 - Properties are allocated speedily.
 - Tenants are found for less popular properties
 - Under-occupation of properties is minimised.
 - Supported housing is allocated appropriately.
 - Housing is let according to an applicants financial position.
- F) Assist the economic development of the district in line with the Councils policies.

The Registered Social Landlords who have committed to the Common Housing Register, (Broadland Housing Association, Co-Op Homes, Cotman Housing Association, The Guinness Trust, Orbit Housing Association, Pedders Way Housing Association and Wherry Housing Association) have a commitment to working closely with Broadland District Council in trying to satisfy the local housing need.

The Council operates an equal opportunities policy and is committed to providing housing and employment regardless of sex, sexual orientation, marital status, responsibilities for dependants, race, colour, nationality, ethnic origin, religious or political beliefs, age or disability.

3. JOINING THE COMMON HOUSING REGISTER

In order to be considered for a vacant housing association property you must apply to join the Common Housing Register (CHR). To do so you must complete a CHR application form. Application forms can be

obtained from the Council directly, from our partner housing associations directly or by post or downloaded from the Councils website, www.broadland.gov.uk . Anyone can apply to join the CHR but not everybody is eligible.

Who is not eligible?

A person subject to immigration control within the meaning of the Asylum and Immigration Acts who does not have leave to remain or access to public funds.

The Council reserves the right not to register applicants where they, or a member of their household, is guilty of unacceptable behaviour serious enough to make them unsuitable to be a tenant of the Council (or a housing association). The behaviour will be deemed as unacceptable when (if the applicant had been a secure tenant of the Council at the time) the Council would have been granted a possession order under s.84 of the Housing Act in relation to any grounds in Part I of schedule 2 as follows:-

- Ground 1 (a) Rent Arrears
(b) Breach of tenancy obligation
- Ground 2 (a) Nuisance or annoyance
(b) Conviction for immoral or illegal use of the premises.
(c) Conviction for an arrestable offence.
- Ground 2A Domestic violence
- Ground 3 Damage to premises
- Ground 4 Damage to landlords furniture (if provided)
- Ground 5 Tenancy obtained by deception
- Ground 6 Premium paid on a mutual exchange
- Ground 7 Conduct of service tenant in non-housing accommodation.

Any applicant refused registration will be given appropriate housing advice where possible. They have the right to make an appeal against the decision within 21 days **of the date of the written confirmation** and will be given a written reason for any refusal.

The Councils Appeals Panel will hear the appeal.

Applicants have the right to make a fresh application if they feel that the refusal to accept an application because of anti-social behaviour no longer applies.

4. THE ASSESSMENT OF APPLICATIONS

Applications will be assessed to establish what their priority should be on the housing register. This assessment process will consider the following factors:

- Eligibility for the register (*see section 3*)
- Housing need (*see sections 7, 12 and 14*)
- Financial means (*see section 12*)
- Local connection and (*see section 9*)
- Landlords reference (*where appropriate*)

The assessment process will lead to your being placed in a band. These bands are listed below. The date that you are placed in a band will be the date of your application. If your circumstances change and you are moved to a higher band your application date will change to the date that you moved band. If you move to a lower band you will retain your 'old' application date.

5. ALLOCATION OF PROPERTIES

The Council allocates properties on behalf of its housing association partners above. These are called nominations. Some housing associations ask the Council to put forward applicants for all of their vacant properties. Others may allocate a proportion of their vacant properties themselves.

Applicants are nominated to these properties from the Councils Common Housing Register (CHR). The CHR is divided into three bands. Within the bands it is subdivided into three lists or groups. These lists are-

- **General register applicants**

In this group can be found all applicants who are not already in housing association properties and who require assistance with housing.

- **Transfer applicants**

These are current housing association tenants who need or wish to move to other housing.

- **Supported housing applicants**

These are applicants who have a need for specialist housing. Such applicants may be unsuitable for other forms of housing and would not, in these circumstances, be considered for ordinary housing. Sheltered housing for the elderly is not deemed to be supported housing. (*see Section 15*)

In addition some applicants will be considered for

- **Shared ownership and low cost owner occupied properties.**

Applicants in this category have sufficient means to help themselves secure housing and shared ownership or low cost owner occupation is a means for them to do so. A number of housing associations provide this type of property. Such applicants would not normally be considered for ordinary housing association properties and would be placed in the bronze band.

The Allocation Bands

As already stated the CHR has been divided into three bands. These bands are gold, silver and bronze. In addition an applicant in exceptional circumstances will be awarded an emergency card.

An applicant with an emergency card will take precedence over all other applicants. If more than one applicant has an emergency card the applicant who was awarded a card first will take precedent.

Applicants are placed in bands according to their perceived housing need, those in the gold band have the highest housing need and those in the bronze, the lowest. Where applicants have multiple needs their greatest need will dictate which band they are placed in. The bands and needs are as follows:

Gold Band

- Applicants for whom the Council has accepted an obligation to provide housing under Part VII of the Housing Act 1996 (as amended by the Homelessness Act 2002) and who have a local connection with the district.
- Applicants who are to be discharged from the armed forces due to redundancy or end of service.
- Applicants who are retiring, being made redundant or whose contract is being terminated on health grounds and who are in accommodation tied to their work.
- Young people leaving a long term care placement and who have been referred by Norfolk County Council Social Services Department.
- Applicants who have been identified as being unable to live independently and who need supported accommodation.
- Applicants with high medical needs living in unsuitable accommodation. (see *Section 13*)

- Applicants in very overcrowded accommodation.
- Current social housing tenants (in the Broadland Council area) under occupying that accommodation who wish to move to a smaller property.
- Applicants with high welfare or support needs (*see section 14*)
- Applicants living in properties deemed unfit and which cannot be brought up to standard by their owners.
- Applicants in shared or supported social housing accommodation who are ready to move on to independent living accommodation.

Silver Band

- Applicants whom the Council has accept as homeless but who are deemed to have no priority need under Part VII of the Housing Act 1996 (as amended by the Homelessness Act 2002) and who have a local connection with the district.
- Applicants in accommodation that lacks basic facilities.
- Applicants in accommodation where they share facilities with other (non-related) households.
- Households who have a child or who contain a pregnant person living in accommodation above the ground floor.
- Households containing an elderly person who live above the ground floor and where there is no lift.
- Households containing an individual with health problems who would benefit from a move to more suitable accommodation.
- Applicants with moderate welfare or support needs.
- Applicants who would otherwise qualify for the gold band but who have no local connection with the Broadland area (as defined by the homelessness legislation).

Bronze Band

- Applicants threatened with homelessness with no priority or local connection.
- Applicants with sufficient means to secure their own housing.

- Applicants who would otherwise qualify for the silver band but who have no local connection with the Broadland area (as defined by the homelessness legislation).
- Applicants who have deliberately made their housing situation worse.
- Applicants who have sufficient means to secure their own accommodation and who are interested in shared ownership or low cost owner occupation.
- All other applicants not covered above.

The Emergency Card

The emergency card is designed to be used sparingly and only in the most exceptional of circumstances. Its use will be subject to the approval of the Common Housing Register Panel who will have regard to other criteria within the policy. Examples of its use are as follows:

- Applicants under the Witness Protection Programme.
- Applicants being discharged from hospital who have no accommodation to return to or whose accommodation is totally unsuitable.
- Applicants who approached the Council because they were homeless or threatened with homelessness and had a local connection with this area. The Council had, or would have, accepted a full housing duty toward the applicants who were helped to secure private rented accommodation but lost that accommodation within 2 years through no fault of their own.
(these applicants will also be offered assistance to secure alternative private rented accommodation)

6. OFFERS OF ACCOMMODATION

Applicants are made only two reasonable offers of accommodation, one reasonable offer if they are homeless. Offers are made by Housing Officers, to the applicant whose application date is the oldest, having regard to the aims and objectives of the housing register above. Each applicant will be informed verbally where possible of a potential offer prior to a written offer being made. Applicants will have 2 working days to respond to a written offer.

Any offer made that is not deemed 'reasonable' will not be counted as an offer for the purposes of this policy (for example if you cannot manage stairs and are offered an upper floor flat without a lift).

It is important that applicants list as many parishes on their applications as possible if they wish to stand a reasonable chance of being re-housed.

Other factors to be considered

The Council will also have to have regard to issues such as bedroom requirements, for example a single person could not be offered or considered for a four bedroom property as this would be under-occupied. The Council could also not knowingly allow a property to become overcrowded. Similarly, an applicant could not be considered for an upper floor flat where they had been given priority on the register because they required a ground floor flat.

If an applicant refuses an offer of a property on reasonable grounds, no penalty will be imposed (eg, reasonable grounds could be substantial change in family circumstances, illness or bereavement)

Consideration will also have to be given to the Local Lettings Plan. This is revised annually and outlines how vacant properties will be allocated between the bands.

Please note that except in very exceptional circumstances tenants will not be offered properties or permitted to bid for properties when they have rent arrears. The property you are leaving will also have to be left in an acceptable standard.

7. BEDROOM REQUIREMENTS, OVERCROWDING AND UNDER-OCCUPATION

Offers of accommodation will reflect the current needs of the household and not the future needs. The list below shows the size of property that will normally be allocated to applicants:

1 Bedroomed accommodation	Singles & Couples
2 Bedroomed accommodation	Families with 1 or 2 children
3 Bedroomed accommodation	Families with 2 or 3 children
4 Bedroomed accommodation	Families with 4 or more children

Flats and bungalows in sheltered schemes for the elderly will be allocated to applicants meeting the required standard for each scheme.

Overcrowding

An applicant is considered to be very overcrowded in the following circumstances:-

Where a single person or couple share a bedroom with another.

Where a single person or couple with a child over 1 year old have only one bedroom.

Where a single person or couple with 2 or more children over 10 years old have only 2 bedrooms.

Under-occupation

Where an applicant is in a housing association property that is under-occupied they will be eligible for some priority on the housing register. This is to enable larger properties to be freed up for families and to assist encourage tenants to move to properties more suitable for them. Some older tenants may be encountering problems in managing in large family houses and may wish to move to flats or bungalows. Applicants will have to be prepared to move to a property with at least one less bedroom than they have at present.

Incentive schemes may be available to assist transfer applicants to move to alternate housing. Contact your landlord or the Council for details.

8. LOCAL LETTINGS POLICIES

From time to time this Council may operate, with its social housing partners, a local lettings policy for one or more areas of the district. These may operate where a particular area has particular problems and where it is wished to return an area to a balanced sustainable community. A local lettings policy may also be used where new properties have been built again to ensure a balanced sustainable community.

Any decision to introduce a local lettings policy will be made by the Common Housing Register Panel.

9. LOCAL CONNECTION

Where the above refers to 'local connection' the Council means the definition of local connection applied to homeless applicants in the Housing Act 1996 as amended by the Homelessness Act 2002. An applicant has a local connection with the Council if they-

- Have lived in the area for the past 6 months in the last 12 without a break
- Have lived in the area for 3 out of the past 5 years
- Work in the area.
- Have close relatives who live in the district (usually mother, father, brother, sister)

10. TRAVELLERS

Traveller applicants may apply to join the housing register. Your priority on the register will be dependent on your living arrangements at the time and whether you have permission to remain where you are at the time you apply for housing.

11. **KEY WORKERS**

Applicants may require accommodation because they have found alternative employment. Where a post is deemed to be 'key' you may be eligible for assistance under the key worker initiative. Examples of key workers include health workers, teachers and probation officers. This scheme is being operated in Norfolk by Orbit Housing Association. Further information is available from the Council or from Orbit Housing Association directly. The Orbit Housing association web site is:

www.orbit.org.uk

12. **FINANCIAL ASSESSMENTS**

Where applicants or a member of their household has income and/or assets/equity to purchase a property suitable to their needs or to put right problems they have with their current home they will not normally qualify for inclusion in the gold or silver bands. They may however be included in the bronze band where they can be considered for shared ownership or low cost owner occupation.

13. **MEDICAL ASSESSMENTS/DISABLED APPLICANTS**

Applicants with medical problems will be required to complete a medical self-certificate as part of their housing application. This will be forwarded to the Councils Medical Assessment Panel, if appropriate, who will assess the information and recommend which band the application should be placed in. On occasions the Panel may ask for further information before arriving at a decision.

The assessment will focus on how providing alternative housing will improve your medical circumstances and quality of life. The degree of difficulty that you experience will inform the decision on which band you are placed in.

Applicants with a recognised physical disability may also require specialist housing and will therefore only be considered for properties that are suitable for their needs.

14. **WELFARE AND SUPPORT ASSESSMENTS**

Where applicants have other non-medical problems of a welfare or support nature which are not addressed directly by the needs-based banding system they may request to be assessed for welfare and/or support needs.

Assessments for additional priority for welfare and support needs will be made by the Common Housing Register Panel. The Panel will use the evidence you provide to place you in one of the three bands.

15. SUPPORTED HOUSING SCHEMES

Supported housing, as the name implies, is housing which includes, a relatively high level of support from specialist agencies. An example of a supported scheme would be Redmayne View, Old Catton which is designed for elderly people with support needs. Other schemes assist people who require support because they have mental health problems or are severely disabled. These properties are often not allocated directly by the Council but in association with a specialist housing provider or Social Services.

16. MUTUAL EXCHANGES

Residents wishing to exchange homes may do so subject to the approval of their landlord/s. Consent will not normally be withheld.

Some housing associations will assist their tenants in this by maintaining registers of residents wishing to move. Some are taking part in an electronic register of tenants interested in exchanges. This can be accessed from your landlords web site if they participate in the scheme. The exchange web sites can be viewed at the Councils main offices. Application forms to register on the exchange list can be obtained from the Council and many of the housing association landlords.

Please note that except in very exceptional circumstances tenants will not be permitted to exchange properties when they have rent arrears. The homes being exchanged will also have to be of an acceptable standard.

17. HOMES, HEMS AND OUT-OF-AREA HOUSING

Housing and Employment Mobility Service (HEMS) should be launched in February 2005. The service aims to be simple to use and meet the needs of those who want to move to find employment throughout the country. HOMES is a specific mobility scheme which has enabled clients to move home. This scheme has been in operation for over 14 years and will continue to operate in the same way along with the more recently developed LAWN service (Norfolk Out of Area Housing).

Further information on all these schemes is available from the Council.

18. SEX OFFENDERS

Registered sex offenders will be considered for accommodation. However, prior to a sex offender being re-housed a full risk assessment will be undertaken with specialists including the Police, Probation, the Prison Service and Social Services. This process will be used to minimise the risk to the public.

19. REMOVAL OR EXCLUSION FROM THE REGISTER

An applicant will be removed or excluded from the register in the following circumstances:

- a) when they are re-housed into permanent accommodation by a registered social landlord, or by a local authority.
- b) where there is a failure to reply to a request for further information, or to confirm that s/he still wishes to be considered for re-housing.
- c) Where the applicant is deemed to have demonstrated any behaviour as outlined in section 3.
- d) when the applicant requests removal from the register.

In all cases of removal or exclusion from the register, the applicant will be notified of the Council's decision and of the reasons for it, within 28 days of applying to join the housing register, or within 28 days of the housing association or Council being made aware of an incident which falls within (a)-(d) above.

An applicant can appeal against being removed or excluded from the register within 21 days of the letter of notification being sent to them. The appeal will be heard by the Common Housing Register Appeals Panel and the applicant will be given a written response to their appeal within 21 days.

20. SUSPENSION FROM THE REGISTER

An applicant may be suspended from the register in the following circumstances:

- a) Where they have genuine rent arrears and have been subject to a notice of seeking possession.
- b) Breach of other tenancy obligation as outlined under ground 1 of section 3 above.
- c) Damage to premises or furniture under grounds 3 and 4.

Applicants will be suspended for a period of 6 months and will be informed in writing of what they must do to be re-admitted to the register. They may apply to re-join the register but will automatically be suspended for a further 6 months if they are judged to have not achieved the minimum requirements made of them when they were first suspended.

All such applicants have a right to appeal on any aspect of the above to the Common Housing Register Panel.

21. THE COMMON HOUSING REGISTER PANEL

The Common Housing Register (CHR) Panel will consist of two representatives from the Council, two representatives from the Councils social housing partners and at least one support provider such as Social Services. The Panel will meet once a month to assess-

- whether applicants should be removed or suspended from the CHR
- in which band to place welfare and support candidates
- whether to place applicants with multiple welfare and medical needs in a higher band.

Applicants will be informed in writing of the decision made by the panel on their application.

22. THE APPEALS PANEL

All applicants have the right to request a review of any decision made by the Council or the CHR Panel in respect of matters relating to this policy document. A request for a review must be made within 21 days of receipt of the notification of the decision.

The Councils Appeals Panel will determine the review or appeal. This is a panel of councillors.

This panel consists of a number of Councillors and will take an independent and impartial view of your appeal.

You will usually be expected to put the reasons why you think the decision is wrong in writing as this makes it easier for the panel to consider your appeal.

23. OFFENCES

Under Section 171 of the Housing Act 1996 (as amended) an applicant, or someone acting on their behalf, commits an offence if-

- they knowingly or recklessly give false information, or
- knowingly withhold information which the Council has reasonably required the applicant to give.

The Council has decided that where a person commits such an offence it will consider taking the following action-

- institution of criminal proceedings and/or
- eviction from any social housing gained or

APPENDIX 2

(Provisions to be contained (inter alia) in the public open space transfer)

- Consideration - £1.00
- Full Title Guarantee
- Transferee to be given rights of way with or without vehicles to connect Property to the public highway
- The costs of the preparation of the transfer shall be borne by the Transferor

IN WITNESS WHEREOF this Agreement has been executed and delivered as a deed on the date first written above

THE COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed in the presence of)



[Signature]

HEAD OF CORPORATE SERVICES AND MONITORING OFFICER

SIGNED AS A DEED by)
ANTHONY CORSTIAAN van POORTVLIET)
in the presence of:-)

X *[Signature]* X

Signature *P.A. Parsons*
Print Name PAMELA ANON PARSONS.
Address 31 CROMER RD
STRATTON STRAWLESS
Occupation AIRPORT SECURITY

SIGNED AS A DEED by)
PRAMILA van POORTVLIET)
in the presence of:-)

X *[Signature]* X

Signature *P.A. Parsons*
Print Name PAMELA ANON PARSONS
Address 31 CROMER RD
STRATTON STRAWLESS.
Occupation AIRPORT SECURITY