

Dated

28 May

2019

**THE MAYOR AND BURGESSES  
OF  
THE LONDON BOROUGH OF HACKNEY (1)  
and  
BERKELEY HOMES (NORTH EAST LONDON) LIMITED (2)  
and  
BERKELEY HOMES (CAPITAL) PLC (3)**

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**DEED OF VARIATION**

relating to a Deed of Agreement made under Section 106 of  
the Town and Country Planning Act 1990 (as amended)  
relating to land known as  
**Green Lanes and Finsbury Park to the west the southern  
curtilage of the Stoke Newington Reservoirs to the south  
and the New River to the north, Woodberry Downs,  
Woodberry Grove, Newton Close, London, N4 2NL**

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INVESTORS IN  
PEOPLE UK



Dated

this

28<sup>th</sup>

day of

May

2019

**Parties**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY** of Town Hall, Mare Street, London E8 1EA ("the Council")
- (2) **BERKELEY HOMES (NORTH EAST LONDON) LIMITED** (company registration 4294000) of 19 Portsmouth Road, Cobham, Surrey, KT11, 1JG ("the Developer")
- (3) **BERKELEY HOMES (CAPITAL) PLC** (company registration 4486271) of whose registered office is at 19 Portsmouth Road, Cobham Surrey, KT 11 1JG ("the Guarantor")

**WHEREAS:**

- A By a Deed (hereinafter called "the Principal Deed" and annexed hereto) dated the 21<sup>st</sup> August 2014 pursuant to the Town and Country Planning Act 1990 (as amended) ("the Act") between the Developer and Council the Developer agreed to make certain payments and other obligations to the Council in connection with proposed development of the land and buildings on the Property known as Green Lanes and Finsbury Park to the west the southern curtilage of the Stoke Newington Reservoirs to the south and the New River to the north, Woodberry Downs, Woodberry Grove, Newnton Close, London, N4 2NL pursuant to planning permission granted upon application no. 2013/3223, dated the 20 August 2014 ("the First Planning Permission")
- B The Principal Deed was subsequently amended by a deed between the Developer and the Council pursuant to section 73 of the of the Act (as amended) and pursuant to planning permission granted upon application no. 2017/5001 dated 1 November 2018 ("the Second Planning Permission")
- C The Council and the Developer and the Guarantor are desirous of altering the terms of the Principal Deed in the manner hereinafter appearing
- D The Developer is the owner with leasehold title of the Property, as granted by the Mayor and Burgesses of the London Borough of Hackney

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Deed of Variation the definitions set out in the Principal Deed will apply and the following shall unless the context otherwise requires have the following meanings

"The New Planning Application"      the application pursuant to section 73 of the Act bearing the reference number 2018/2681 seeking to amend the First Planning Permission for Phase 2, Block B only and for which a resolution to grant the New Planning Permission has been passed conditionally subject to completion of this Deed of Variation

"The New Planning Permission"      the planning permission to be issued pursuant to the New Planning Application.

"the Previous Planning Permissions" means together the First Planning Permission and the Second Planning Permission

2. This Deed of Variation is made pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 (as amended) and all other relevant enabling provisions. The covenants in this Deed of Variation are planning obligations for the purposes of that Act
3. The Council is the local planning authority capable of enforcing the obligations in the Principal Deed and this Deed of Variation
4. The parties to this Deed of Variation do not intend that any of the terms of this Deed of Variation will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it (save for successors in title)
5. The Developer covenants to pay the reasonable legal costs of the Council in respect of the preparation, negotiation, and completion of this Deed of Variation, and the Council's monitoring costs of £1,000, payable on completion of this Deed
6. The parties to this Deed of Variation hereby agree and covenant with each other that from the date of this Deed of Variation the Principal Deed shall be varied in accordance with the following Schedule of Variation
7. This Deed shall be read in conjunction with the Principal Deed
8. Save as hereby modified all other obligations and terms of the Principal Deed shall continue in full force and effect
9. This Deed shall be registered as a Local Land Charge by the Council

10. The Developer hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar to register this Deed of Variation in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Deed of Variation in the Charges Register of the title to the Property.
11. The Developer covenants with the Council to only Implement the New Planning Permission following the grant of the New Planning Permission and from the date of this Deed of Variation not to implement or continue or carry out or procure to do so any works pursuant to the Previous Planning Permissions and in the event this covenant is breached by the implementation or continuation or carrying out or procurement of the same works pursuant to the Previous Planning Permissions the Developer covenants with the Council to be bound by the terms and obligations in this Deed of Variation and the Principal Deed as if the Previous Planning Permission/s is the New Planning Permission for the purposes of this Deed of Variation and the Principal Deed
12. The Developer covenants to notify the Council prior to the Implementation of the New Planning Permission
13. Save for as provided in this Deed of Variation, it is agreed by the Parties that all covenants and obligations pursuant to the Previous Planning Permission in the Principal Deed met and performed prior to the date of this Deed of Variation are satisfied and do not have to be revisited from the date of this Deed of Variation as if such covenants and obligations for the Previous Planning Permission were covenants and obligations for the New Planning Permission
14. This Deed shall be governed by English Law and subject to the exclusive jurisdiction of the English courts
15. The Guarantor agrees to be bound by this Deed of Variation and the Principal Deed in the event it takes possession of the Property

## SCHEDULE OF VARIATION

1. The definition of "the Development" in Clause 1 of the Principal Deed shall be deleted and the following paragraph substituted:

"Variation of Condition 1 of the hybrid planning permission reference 2013/3223 (dated 20 August 2014) and as amended by application 2017/5001, to allow the substitution of drawings for the Phase 2 detailed component of the Woodberry Down Masterplan, namely to facilitate alterations to Block B within Phase 2 comprising amendments to the facades, omission of the car park at podium level, removal of the podium, an increase of 34 units from 241 (consented) to 275 (proposed) and minor layout alterations"

2. The definition of "the Application" in Clause 1 of the Principal Deed shall be deleted and the following paragraph substituted therefor:

"The s73 application seeking permission for the Development bearing the reference number 2018/2681"

3. The definition of "Exempted Premises" shall be deleted and replaced with the following

"Exempted Premises" - those Affordable Dwellings where the Residential Occupier holds a valid Parking Permit and on this basis only is entitled to apply for Parking Permits in the future'

4. The following definitions shall be inserted into Clause 1 of the Principal Deed:

"Accredited Car Club Operator" - means an operator of a Car Club scheme accredited by the Carplus Trust : <https://como.org.uk/accreditation>

"Block B" means the land shown edged red on plan WDBH-HBA-2B-00-SCH-A-SK-0233 annexed to the ~~First~~ Second Schedule

JB

"Car Club" - means an organisation within the local vicinity of the Property which organises shared car facilities for the use of participating members amongst several households or business users

"Car Club Contribution" - the sum of £10,000.00 (ten thousand pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by

the Council toward the cost of the provision of one Electric Vehicle Charge Point (EVCP) to facilitate the provision of an Electric Vehicle Car Club (EVCC) in the vicinity of the Property.

"the East London Housing Partnership Sub-Regional Nomination Best Practice Guide " - the protocol set out in the Ninth Schedule to this Agreement or such other nominations agreement and/or protocol as may exist from time to time.

"Education Contribution" – means the sum of £114,667.00 (one hundred and fourteen thousand six hundred and sixty seven thousand pounds) to be paid by the Developer to the Council and to be applied by the Council towards the cost of the provision or the maintenance of education facilities or equipment or both in or within the vicinity of the Property

"Library Facilities Contribution" – the sum of £10,450 (ten thousand four hundred and fifty pounds) to be paid by the Developer to the Council and to be applied by the Council towards the cost of the provision or the maintenance of library facilities or equipment or both within the London Borough of Hackney.

"Motor Vehicle" - any mechanically propelled vehicles including a motor cycle intended or adapted for use on a road and/or highway

"Parking Bay" - a parking place designated by the Council by an Order under the 1984 Act and under the Road Traffic Act 1991 (as amended) or other relevant legislation for use by residents of the locality in which the Development is situated

"Parking Permit" - a parking permit (but not a visitors permit) issued by the Council under Section 45(2) of the 1984 Act allowing a Motor Vehicle to park in a Parking Bay

"Travel Plan" – a plan setting out a package of measures to be adopted by the Developer in the management of the Property as approved by the Council incorporating the elements set out in the Travel Plan Criteria with a view to inter alia reducing trips in Motor Vehicles by residents and Occupiers to and from the Property and promoting the use of environmentally friendly transport'

"Travel Plan Contribution –the sum of £1,000 (one thousand pounds) to be applied towards the monitoring of the Approved Travel Plan"

"Travel Plan Criteria" – the standards and criteria set out in the Eighth Schedule"

5. The definition of "Approved Registered Provider" in Clause 1 of the Principal Deed shall be deleted and the following paragraph substituted therefor:

"Approved Registered Provider" - an organisation registered with Homes England pursuant to the Housing and Regeneration Act 2008 and approved by the Council to secure the Affordable Housing as agreed by London Borough of Hackney and in conformity with the East London Sub

Region Nominations Best Practice Guide (for Social Rented Housing); the following Approved Registered Providers are (at the date of this Agreement) approved by the Council:

- i. A2 Dominion Homes Ltd
- ii. Agudas Israel Housing Association Ltd
- iii. Bangla Housing Association
- iv. Clarion Housing Group Ltd
- v. Gateway Housing Association
- vi. Genesis Housing Association Ltd
- vii. The Guinness Partnership Ltd
- viii. Hackney Parish Almshouses Charity
- ix. Hanover Housing Association
- x. The Industrial Dwellings Society (1885) Ltd
- xi. Islington and Shoreditch Housing Association Ltd
- xii. London Borough of Hackney
- xiii. London & Quadrant Housing Trust
- xiv. Metropolitan Housing Trust Ltd
- xv. Network Homes Ltd
- xvi. Newlon Housing Trust
- xvii. North London Muslim Housing Association Ltd
- xviii. Notting Hill Housing Trust
- xix. One Housing Group Ltd
- xx. Optivo
- xxi. Peabody Trust
- xxii. Phoenix Community Housing Cooperative Ltd
- xxiii. Places for People Group Ltd
- xxiv. Sanctuary Housing Association
- xxv. Shian Housing Association Ltd
- xxvi. Southern Housing Group Ltd
- xxvii. Poplar Housing and Regeneration Community Association Limited (Poplar Harca)

6. The following clauses shall be inserted into the Principal Deed:

16.26.1 The Owner covenants that as part of the requirement to provide not less than 36% of the Residential Units as Affordable Housing in Phase 2, the Affordable Housing provided as part of Block 2 will include 7 (Seven) Residential Units comprising 4 x 1 bedroom Residential Units and 3 x 3 bedroom Residential Units shown on the Residential Drawings and which are only to be available for use and occupied exclusively as Social Rented Housing unless otherwise agreed in writing with the Council.

16.26.2 The Owner covenants that as part of the requirement to provide not less than 36% of the Residential Units as Affordable Housing in Phase 2, the Owner covenants that the Affordable Housing provided as part of Block 2 will include 72 (seventy two) Residential Units comprising 44 x 1 bedroom Residential Units and 28 x 2 bedroom Residential Units as shown on the Residential Drawings to be used and occupied exclusively as Intermediate Housing unless otherwise agreed in writing with the Council.

Travel Plan

16.115 Within 9 (nine) months of the Implementation Date to submit and thereafter resubmit to the Council the Travel Plan until such time as the same is approved in writing by the Council ("the Approved Travel Plan") ;16.116 Upon the issuing of the Certificate of Practical Completion of the Development and following the Council's approval pursuant to Clause 16.115 to implement the Approved Travel Plan to the reasonable satisfaction of the Council;

16.117 Not to Occupy, suffer or permit Occupation of the Development unless/until the travel measures set out in the Approved Travel Plan have been commissioned and installed in accordance with the Approved Travel Plan AND in the event of non-compliance with this clause the Developer shall upon notice from the Council forthwith take any steps reasonably and properly required by the Council to remedy such non-compliance

#### Car Free Development

16.50(a) The restriction in 16.50 above does not apply to Residential Occupiers of the Social Rented Units who have previously held a Parking Permit as an Exempted Premises approved pursuant to the Principal Deed

#### Car Club Membership

16.122 Not to Implement or cause the Implementation of the Development until evidence of a written agreement between the Owner and an Accredited Car Club Operator covering the cost of 1 (one) years free Car Club membership for the first Residential Occupier of each new Residential Unit ("the Free Car Club Membership") has been submitted to and approved by the Council ("the Approved Car Club Agreement").

16.124 Not to Occupy, suffer or permit Occupation of the Development unless the Owner has paid to an Accredited Car Club Operator the cost of the Free Car Club Membership and any Car Club Account Credit for all of the first Residential Occupier of each new Residential Unit pursuant to the Approved Car Club Agreement and the Council had been provided with written evidence from the Accredited Car Club Operator that payment has been made;

16.125 Not to allow the Occupation of any Residential Unit until the first Residential Occupier of such Residential Unit has been notified of their entitlement to free membership of a Car Club for a minimum period of one (1) year from the first date of their Occupation of the Residential and to provide him/her in writing with the relevant contact details of the Accredited Car Club Operator and the Council had been provided with written evidence that notification has been given;



16.126 In the event of noncompliance with Clauses 16.122 to 16.125 above upon written notice from the Council the Owner shall immediately take any steps reasonably required by the Council to remedy noncompliance;

Payment of the Car Club Contribution, the Education Contribution, the Library Facilities Contribution and the Travel Plan Contribution

16.127 The Developer covenants to pay the Car Club Contribution, the Education Contribution, the Library Facilities Contribution and the Travel Plan Contribution on or prior to the completion of this Agreement

7. The following Schedules shall be inserted into the Principal Deed:

**THE EIGHTH SCHEDULE**

**THE TRAVEL PLAN CRITERIA**

**Part I**

Components of the Travel Plan

1. The Travel Plan will be a basis for promoting sustainable travel to and from the Development.
2. Paragraph 36 of the National Planning Policy Framework states that...

"36. A key tool to facilitate this will be a Travel Plan. All developments which generate significant amounts of movement should be required to provide a Travel Plan."
3. For further advice on developing a Travel Plan see "A travel plan resource pack" which is available from the Government's Environment and Energy helpline on 0800 585794 or see the Department for Transport's travel plan website:  
<http://www.dft.gov.uk/pgr/sustainable/travelplans/>.
4. The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.
5. In drawing up the Travel Plan the Owner shall ensure that provisions relating to the following matters are contained within the Plan:  
Review, Management, Promotion
  - (a) annual review and monitoring of the Property's accessibility in sustainable Transport terms in accordance with the principles set out in Part II of this Schedule;
  - (b) regular promotion of measures to facilitate the Property's accessibility in sustainable Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Development and into publicity material

as appropriate and by making copies of the Travel Plan available to staff and members at the Development;

- (c) ongoing senior management commitment and consultation with staff and occupants of the Property;
- (d) a designated staff travel co-ordinator within the Development to be responsible for implementing the Travel Plan;
- (e) a communications strategy within the Development about the benefits of the Travel Plan;

#### Emission/Vehicle Reduction Initiatives

- (f) use of alternatively–fuelled vehicles for servicing and deliveries (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust ([www.est.org.uk](http://www.est.org.uk)) for greener- fuelled vehicle grants;
- (g) establishment of electric vehicle recharging points;
- (h) review and development of criteria to reduce car allowances;
- (i) measures to prevent the use of staff car parking and permits in and around the Development;
- (j) setting up and continuing operation of a work place green vehicles pool for work related trips;

#### Public Transport Initiatives

- (k) provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: [www.tfl.gov.uk](http://www.tfl.gov.uk); [www.nationalrail.co.uk](http://www.nationalrail.co.uk);
- (l) provide staff with interest-free annual season ticket / travel card loans for travel on buses, the underground, trains and trams;
- (m) work with the Council and public transport operators to improve routes;

#### Cycle initiatives

- (n) workplace cycling measures – including providing:
  - (i) secure and well-lit workplace cycle parking;
  - (ii) changing and showering facilities;
  - (iii) cycle allowance for work-related journeys;
  - (iv) cycle and equipment loans and insurance;
  - (v) cycle repair facilities;
  - (vi) cycle pool for work-related journeys;
- (o) work with the Council to improve cycle routes to/from work sites;

#### Other initiatives

- (p) encourage walking through the provision of information on the best pedestrian routes to and from the work site for staff and visitors;
- (q) consider the use of partial homeworking / teleworking / teleconferencing;

- (r) use taxis as appropriate.

## **PART II**

### Review and Monitoring of the Travel Plan

6. The Owner shall ensure that the Travel Plan contains arrangements for the review and monitoring of the Travel Plan and are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

### Review the Development's Transport Accessibility

7. The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

### Consultation with employees

8. The second stage will involve meeting employees of the Development to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

### User/ Employee Consultation and Travel Surveys

9. The third stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Travel Plan is to succeed. This stage will include employee and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and employers business. The Owner will consult with the Council and providers of public transport at this stage.

### Implementation

10. Stages one to three above will provide the base information for the review of the Travel Plan.

### Monitor and Review

11. The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

## **THE NINTH SCHEDULE**

### **East London Housing Partnership Sub-Regional Nomination Agreement Best Practice Guide**

This document sets out an agreement between local authorities and registered providers owning or managing rented properties within the East London sub-regional boundary.

This agreement covers general needs and affordable housing properties within the boroughs of Barking and Dagenham, City of London, Hackney, Havering, Newham, Redbridge, Tower Hamlets and Waltham Forest.

The partners agree to work together to address the housing needs of people seeking housing in East London and achieve consensus by adopting the approach set out in this agreement.

Partners agree to aim to achieve greater consistency in allocation policies.

Partners also agree to strive for continuous improvement with this agreement. The priorities and challenges facing partners in the nomination processes are recognised and acknowledged. Partners will continue to work together to resolve any issues.

Partners are committed to reducing inequality and eliminating discrimination. They will ensure no-one is disadvantaged on the basis of race, colour, ethnic or national origin, nationality, gender, disability, religious, sexual orientation, marital status, age or any other unjustifiable criteria.

## **1. INTRODUCTION**

This nomination agreement best practice guide sets out the standards expected between local authorities (LA) and registered providers (RP) owning or managing social housing in East London.

It includes the procedures that should be used for RP void properties that are available for nominations by the LA.

It applies to properties that are defined as being a true void and therefore within the entitlement of the LA:

**A true void is a property that represents a housing gain, such as:**

- Newly built, acquired or rehabilitated property.
- Tenant has moved to another landlord with no reciprocal in place.
- Tenant has died with no right of succession.
- Tenant has purchased their own property or is renting privately.

- Tenant has been evicted or abandoned the property
- Tenant has been decanted and will not be returning.

**A non-true void is a property where there is no housing gain, such as:**

- Tenant has transferred within RP own stock.
- Tenant has been moved temporarily.
- Tenant has moved through a mobility scheme or mutual exchange.

The percentage of properties that this agreement covers will differ depending on whether the property has been let before or whether there is already an agreement in place between the LA and RP. Please note such percentages do not apply if there is a Common Housing Register (CHR) in place, as this will supersede any other nomination arrangement. To increase pan-London mobility RP are required to offer 5% of new build homes through the GLA's Housing Moves scheme on sites up to 150 homes and 10% on those that are larger. Where there is not a CHR in place the percentages are:

**First lets:**

- 100 % of new properties (new build or acquisition and rehab), unless there is a scheme specific agreement.

**Relets:**

- A minimum of 75 % of two bedroom and larger homes.
- A minimum of 50% of studio and one bedroom.

The property entitlement should include a cross section of different property types and sizes during each financial year. If a RP has a specific need for retaining a true void which should go to the LA, they should consult and agree with the LA before they allocate the property.

## **2. PROPERTY BECOMING AVAILABLE FOR LETTING**

LA are informed of RP properties that are becoming void through the (online) Void Form (VF) or by the RP completing the form and emailing it to the LA. The void information submitted by the RP should include as much detail as possible about the property, rent and tenancy, as well as details about the area such as local amenities, transport links and the accessibility of the property.

Properties can be advertised by the RP in advance of them becoming void with the agreement of the LA. Advance advertising could happen when the existing tenant has been offered and accepted another property, when the existing tenant has died and there is no successor, or major works are being carried out to the property and are almost completed.

The RP should consult with the LA when a property is due to become void as a result of an eviction or when notice has been given so they can agree the timing of the advert or receiving the nomination. RP are asked to avoid advertising properties too early and then having to withdraw them when they do not become void.

New build projected hand-over dates should be provided to the LA as soon as they are known and any changes to this date communicated as soon as known. This is especially important for larger schemes and to enable bidders the opportunity to withdraw their bid if there is an excessive delay.

## **3. COMMUNICATION**

The better the quality of information at this stage the more successful the process will be. While generic emails should always be used to exchange information between RP and LA, when a RP is seeking a nomination they should provide the details of the officer who will be able to provide further information if required.

When requesting a nomination the RP should advise the LA whether the property is:

- Suitable for direct offers.
- Requires a sensitive let.

Direct offers may be suitable if the property is ready to let and the RP wishes to keep the void time to a minimum. They may also be suitable for properties that may not attract a large number of bids due to location, type and/or size of property, type of tenancy being offered or the rental charges.

Direct lets are also suitable for wheelchair units and where possible LA should pre-allocate the property to ensure necessary adaptations can be carried out prior to the new tenant moving in, especially if it is new build unit (s).

Sensitive let requests should be discussed with the LA as will often mean not nominating the person next in line on the shortlist. Reasons for requesting a sensitive let can be due to a number of reasons, including:

- Anti-social behaviour of the previous tenant.
- Lifestyle of occupants in neighbouring properties.
- Previous tenancy ending under difficult circumstances.

RP are advised of the details of the person(s) being nominated by the LA through the Nomination Form. Methods and content of correspondence regarding offers that is sent to applicants should be agreed between the LA and RP. Generally it has been agreed that offers can initially be made by phone, text or email, but should be confirmed by a letter in the post.

Each organisation should ensure they have the relevant permissions in place to enable them to exchange information relating to an applicant and their housing application. The applicant should be informed that by applying for a property they are giving permission for the LA to exchange information with the RP who owns or manages the property.

#### **4. ADVERTISING**

The RP must notify the LA of a property to be advertised within the timetable of their advertising cycle. Failure to provide details by the deadline will result in the property not being advertised until the following cycle.

Please note that full details of the property as set out in this document must be included in the advert.

Details of each LA advertising cycles can be found at the end of this document.

#### **5. PROPERTY ADVERTS**

The accuracy, quality and amount of information detailed in the property advert is key to a successful letting. RP are responsible for ensuring that all the information is correct and should have sufficient internal checks in place to avoid properties being advertised with incorrect or insufficient details.

All adverts are expected to include at least one photograph and to include a disclaimer advising the applicant that by placing the bid they are agreeing for the LA to share their personal information with the RP who owns or manages the property.

As well as general information for the property such as the property type and the rental charges, sufficient care must be given to ensure all the following details are recorded in full and correctly.

##### **Property related**

- Type of tenancy offered.
- Number of bedrooms and bed-spaces.
- Maximum occupancy level.
- Floor level.
- New build or refurbished.

- Number of lifts in block.
- Number of steps to front door.
- Number of steps (if any) inside property if a flat.
- If property has level access.

#### **Property facilities**

- Heating type.
- Dining room.
- Number of toilets.
- Bath and/or shower.
- Non-standard layout.
- Adaptations (major and minor).
- Outside space such as garden (private or shared).
- Balcony.
- Door entry system.
- Parking availability (allocated or communal).
- Car free zone or permit scheme in place.
- Locality to shops and public transport.

#### **Property eligibility**

- Age restrictions.
- Pet restrictions.
- Suitability for disabled applicants and/or ground floor only bidders.
- Accessible Housing Register (AHR) restriction i.e. Cat A or B
- Local Letting Plan in place

#### **RP information**

- Expected void / ready to let date.
- Proposed date for viewing to take place.
- Link to the RP own website.

### **6. ACCOMMODATION TYPES**

#### **Accessible housing**

Properties should include the AHR category if they are suitable for an applicant that has received priority or preference as a result of a disability. Additional information should be provided in the advert to confirm the accessibility of the property and assist those who are bidding, including Occupational Therapists (OT), or the LA in the case of a direct let.

Wheelchair accessible units may be let by a different method if the LA has a scheme in place to specifically match wheelchair units with households containing a wheelchair user, such as Tower Hamlet's Project 120. If the host LA does not have a suitable applicant, other LA in the sub-region may be offered the property subject to reciprocal agreement being reached. An OT will usually be required to assess the suitability of a property before an offer can be accepted by the applicant. This assessment should be done by the OT prior to, or during the viewing and should take place within 10 working days from being requested.

#### **Sheltered housing**

Sheltered housing is self-contained accommodation set within a scheme that may have a staff presence and offer an enhanced housing management service. To be eligible for sheltered housing applicants must meet the minimum age criteria for that scheme. If the accommodation is sheltered housing, this must be made clear on the advert.

### **Designated older persons – age restricted**

This is general needs housing that is ring-fenced for older residents. In contrast to sheltered housing there is no staff presence on site. Eligibility is based on an age criteria which can be lower than for sheltered. If the accommodation is designated for older persons this must be made clear in the adverts, including details of whether children are welcomed if the property has more than one bedroom.

### **Decanting tenants who need to move**

Using true void properties for decanting tenants should be negotiated and agreed with the LA. If a RP needs to decant tenants either temporarily or permanently for regeneration or to carry out repairs, an agreement can be made outside of the normal nomination agreement.

## **7. RENT AND TENANCIES**

The type of rent charged and the tenancy offered is key when an applicant is deciding whether to place a bid and/or accept an offer. RP must ensure the information and advice they provide on the rent and tenancy that the property is being offered under is clear to the applicant.

### **Rental charges**

The advert should state whether the property is being let at an affordable rent (up to 80% of market rent) or a social rent (sometimes known as target or formula rent) or London living rent. Affordable rents will normally include eligible service charges but not 'personal' charges, such as the cost of heating and hot water. Social rents must clearly state the level of all service charges, including non-eligible (personal) charges.

Adverts should include details of any advance payment or proof of income that will be required by the RP before the keys are issued.

### **Fixed term or flexible tenancies**

The advert should indicate the type of tenancy that will be issued to the successful applicant. If this is a fixed term tenancy, the term the tenancy will be offered for should be included. It should also include whether a starter or introductory tenancy will be offered first and if so whether this tenancy will automatically convert into longer term tenancy or whether a new tenancy will need to be signed at the end of the term.

### **Any day tenancies**

If the RP issues tenancies on an 'any day' basis, the advert should include details of when the tenancy will start in relation to the keys being issued and when the first payment of rent will become due. RPs will be expected to allow 'reasonable time' for an applicant to make arrangements to move into the property.

### **Monthly tenancies**

When rent is charged monthly it must be made clear to the applicant as early as possible. This is especially important if the LA IT system will only allow weekly charges to be listed on the advert.

## **8. ALLOCATIONS POLICY**

Each LA and RP will have a policy to describe how they prioritise applicants for housing and how they will shortlist and let properties. Each RP is expected to check the LA policy and advise when their policies differ and confirm whether or not they would accept a nomination that is outside of their policy. This is especially important with regard to:



- Permitted level of over-crowding.
- Policy on under-occupation.
- Permitted ages for children of different sex to share bedroom.
- Offers based on pregnancy.
- Local Lettings plans.
- Definitions of affordability.

Members of the sub-region are expected to sign up to the Pan-London housing Reciprocal Relocation Agreement. Any void that arises as a result of this agreement will be expected to be offered to an applicant waiting for a referral through the scheme before it is offered to the LA.

Direct offers can be made at the discretion of the LA and in line with their policy. The RP should state when requesting a nomination whether the property would be suitable for a direct let and the reason why this is the case.

## 9. SHORTLISTING

LA should provide nomination shortlist details to the RP within one advertising cycle plus 3 days of the request being made. LA may prioritise shortlisting applicants based on when the property will become available. This includes new builds, when homes may be advertised several months in advance of handover and pre-allocated. Wheelchair units can be pre-allocated 6 months ahead of handover to enable any specific adaptations to be carried out.

If the LA is unable to let the property after the first advert cycle they will have one further attempt at advertising before the property can be clawed back by the RP, except in the case of Tower Hamlets as there is a Common Housing Register in place. If appropriate a direct let should be considered, particularly for properties that are suitable for specific groups or if a property is ready to let.

If the host LA is unable to provide a suitable nomination after two cycles the RP can also offer the property to the other LA in the sub-region. If the host borough is unable to provide a suitable nomination for an adapted or wheelchair accessible property and the RP does not have someone with such a need within their own stock, the property must be offered to the other LA subject to reciprocal agreement being reached.

Properties that may take longer to let, such as bedsits, affordable rented units, or those in less popular areas may need multiple shortlists. Multiple shortlists by the LA will contain details of applicants in priority order. RP must write to each and every applicant advising them of their priority on the shortlist. Viewings for applicants are expected to take place in their order of priority and applicants offered the opportunity to accept the property in the same order.

## 10. VERIFICATION CHECKS

RP can expect that LA have completed robust verification checks within a reasonable time of their request for a nomination. These checks must fulfil the requirements set out under the conditions of 'Right to Rent' and the LA should provide evidence of all members of the household ID if requested.

A data sharing protocol should be in place between each organisation to enable personal information to be exchanged. Each organisation is responsible for ensuring the process for personal data to be exchanged meets the requirements for their organisation and government legislation. Personal information should always be shared in a secure environment.

## 11. VIEWINGS

If the property has not been viewed and let within three months of it being advertised it may need to be re-advertised. This is to ensure that properties are allocated to those in the most need of housing and that shortlists are kept up to date. The LA will be viewed as best placed to decide when the original shortlist is no longer up to date.

Before a viewing takes place any known risks or support need relevant to the viewing process must be made known to the RP. Applicants will be informed that they have 24 hours to confirm whether they would like to accept the property. This may be extended at the discretion of the RP and in general more time is likely to be required by:

- Applicants with a disability including wheelchair user.
- Nominations made under homeless legalisation.

The RP should advise the LA the outcome of the viewing within 24 hours of it taking place and the date that the successful applicant moved in. This will ensure any use of temporary accommodation can be terminated in a timely manner.

## **12. REFUSALS**

When a nomination is being refused by a RP they must clearly set out the reason for their refusal. A RP can refuse a nomination for one of the following:

- Applicant unable to afford property charges.
- Applicant behaviour causes concern.
- Conflict of published policies.
- Change of circumstances.

If a RP carries out affordability assessments they should be done consistently and with accuracy. It is the intention of the sub-region to work towards standardising affordability assessments across all landlords and to ensure they could stand up to external scrutiny by the courts or the Ombudsman.

Some applicants may not be able to afford a property as their benefits will be capped due to the ages and make up of children (bedroom tax), their age and circumstances (childless under 35 years) or they have reached the benefit cap. In such cases it will be at the discretion of the RP whether they will offer a tenancy. RP are encouraged to accept applicants that could be helped into work or can demonstrate they can cover the shortfall in rent through other means.

If an applicant displays behaviour that suggests there could be future management issues, the RP must contact the LA to discuss before refusing to accept the applicant.

If a nominee does not attend a viewing it will be classed as a refusal unless the RP has been advised beforehand. LA are expected to confirm the time of the viewing with the applicant if the RP has included it in their advert.

## **13. MONITORING**

RP should complete any performance monitoring forms if requested by a LA. Sub-regional performance maybe monitored through the ELHP Homelessness and Lettings meetings.

It is viewed by the members of the sub-region as good practice for LA to meet with RP regularly to discuss specific borough related issues.

8. Plan WDBH-HBA-2B-00-SCH-A-SK-0233 at Annex 2 of this Deed of Variation shall be annexed to Annex 1 of the Principal Deed

9. Any reference to "2013/3223 or 2017/5001 in the Principal Deed shall be deleted and replaced with "2018/2681"