

PRIVATE SECTOR HOUSING RENEWAL POLICY

ASSISTANCE, AVAILABILITY & ELIGIBILITY

2011-2012

1.0 Introduction

- 1.1 The policy details contained in this document apply to all forms of financial assistance provided by Arun District Council for private sector housing renewal and disabled adaptations.
- 1.2 All assistance is provided and actions undertaken having regard to the achievement of the Council's strategic housing objectives and to take into account the key themes contained in the Sustainable Community Strategy for the Arun District *and the Council's Priorities – A clean and safe community, Regeneration and tackling deprivation, and Value for money*. Consideration has been given to guidance contained Circular 05/2003, 'Housing Renewal' produced by the Office of the Deputy Prime Minister.
- 1.3 This policy contributes to addressing the following housing priorities contained within Arun's Housing Strategy – Raise The Roof:
- A. Reducing the number of dwellings in poor repair and with the most serious hazards through a combination of encouragement, assistance and enforcement;
 - B. Increasing the number of decent homes, with a focus on properties occupied by vulnerable households;
 - C. Bring empty properties back into use through encouragement, assistance and enforcement;
 - D. Improving the energy efficiency of homes, particularly those occupied by vulnerable and disadvantaged residents experiencing fuel poverty and the promotion of renewable energy;
 - E. To support the private rented sector to provide well managed properties and tenancies, and assist those seeking and living in private rented accommodation;
 - F. Assisting elderly people to maintain and remain in their home, ensuring they are satisfactory for the occupier in order that they can maintain their independence through the Mears Home Improvement Ltd, Arun Wellbeing Project, in partnership with others and through the provision of Disabled Facilities Grants;
 - G. Reduce the number of accidents in the home to children under 5 years by working in partnership with West Sussex NHS and through the Arun Wellbeing Team;
 - H. Deliver an efficient, high quality private sector housing service which provides value for money and makes real and positive difference to the health and social wellbeing of Arun residents; and
 - I. Take positive steps to ensure equal access to services by all members of the community and the Council's actions and policies are fair and understandable;

1.4 Through the policy the Council wishes to develop, the following key principles:

- ◆ Property owners take responsibility for their property.
- ◆ Where possible, property owners should contribute to the cost of works as part of responsible home ownership.
- ◆ Where possible, property owners should utilise equity in their property before calling on public funds to assist them.
- ◆ Public funds are made available to assist those most vulnerable, in most need, and unable to assist themselves.
- ◆ Where possible, encouragement and guidance will be given to owners to assist them to maintain their properties. However, the Council will take enforcement action as appropriate to discharge its statutory duties and achieve its objectives in relation to Private Sector Housing in Arun, taking account of Housing Health and Safety Rating System Enforcement Guidance, February 2006 produced by the Office of the Deputy Prime Minister.
- ◆ Where possible, renewal activity should contribute to improvements in energy efficiency and assist in delivering objectives contained in Arun District Council's Carbon Management Action Plans, Energy Efficiency Strategy and Fuel Poverty Strategy..

1.5 ***For further information on performance indicators, key priorities and for a comprehensive understanding of the Council's approach to renewal, this Policy should be read in conjunction with the document entitled Raise the Roof.***

2.0 **Renovation and Repair Loans**

2.1 **Objective:** To reduce the number of serious hazards occurring in domestic properties, and increase the number of properties brought up to the decent homes standard occupied by vulnerable persons, where repair is considered the most satisfactory course of action.

2.2 Available to owner occupiers and tenants with a repairing obligation across the whole of the District.

2.3 Applicants who are owner occupiers must have owned AND occupied the dwelling as their main residence for at least 3 years.

2.4 Available for dwellings (which includes fully self contained flats, where the HHSRS assessment is applied to the FLAT (i.e. the dwelling) not to common parts or other areas of the building).

2.5 For an application to be considered for financial assistance the applicant must provide satisfactory evidence that they are unable to raise sufficient funds via loans or other financial options unless they can provide evidence they are in receipt of Guaranteed Pension Credit or Income Support or Council Tax benefit.

2.6 All applicants are means tested using the method of operation described in DTLR Circular 03/2002 and subsequent amendments.

- 2.7 A loan, known as a '**Renovation Loan**' may be paid for works which are required to ensure a property meets the decent homes standard and is free from Category 1 hazards under the Housing Health and Safety Rating system. A schedule of works will be prepared, include all works which, in the officer's opinion would make the property likely to be considered eligible for another loan in the next five years which would include Band D or E hazards under the Housing, Health & Safety Rating System. In assessing whether to include an overhaul or replacement of part of a building in disrepair, officers should aim to ensure that there should be no need for additional work on that part for the next ten years.
- 2.8 The loan will include energy efficiency works such that where the structure of the building allows, at completion of works the property will be fitted with the following measures:
- loft insulation up to 270mm/11"
 - cavity wall insulation
 - insulation of water tanks and pipes
- 2.9 Where the applicant is eligible for a Warm Front Grant or other available insulation grants this source of funding shall be fully explored before use of loan funding for energy measures.
- 2.10 Where a property fails the Decent Homes Standard a loan will be offered on the basis of the cost of the eligible works up to a maximum of £20,000, the applicant will be expected to fund costs in excess of £20,000 via other means. The property must meet the Decent Homes Standard on completion of works. The amount of loan is limited to £20,000 per dwelling over a ten year period or amount stated in future Renewal Policies.
- 2.11 Renovation and Repair loans will be registered as a land charge and must be repaid when there is a change in ownership or tenure in accordance with criteria specified by the Chief Environmental Health Officer.
- 2.12 If a property fails the Decent Homes Standard on inspection by an officer, and the applicant is not eligible for a loan following a means test, or if the applicant chooses not to pursue a loan offer because they do not wish to fund the shortfall, the Council has a duty to take the most satisfactory course of action with regard to the property. The Council will encourage homeowners to undertake the necessary works in the form of a loan and provide guidance to assist homeowners maintain their properties. The Council will take enforcement action as appropriate to discharge their statutory duty in the form of Improvement, Prohibition and Hazard Awareness Notices. These notices are recorded on the Land Charge Register and are disclosed as part of the property search process.
- 2.13 Where a property does not fail the Decent Homes Standard but has hazards (defined as Band D or E under Housing Health and Safety Rating System) the schedule of works will only deal with those hazards. Where a property has hazards likely to become serious hazards, a loan, known as a '**Repair Loan**', will be offered on the basis of the cost of the eligible works up to a maximum of £4,000. The applicant will be expected to fund costs in excess of £4,000 via other means. The amount of loan is limited to £4,000 per dwelling over a ten year period, or amount stated in future Renewal Policies.
- 2.14 The loan will include energy efficiency works such that where the structure of the building allows, at completion of works the property will be fitted with the following measures:
- loft insulation up to 270mm/11";

- cavity wall insulation;
- insulation of water tanks and pipes.

- 2.15 Where a Renovation or Repair Loan will not fully fund the eligible works, the officer will prioritise the work which the loan will fund.
- 2.16 Where the applicant is eligible for a Warm Front Grant or other source of insulation grant, this source of funding shall be fully explored before use of Council funding for energy measures.
- 2.17 Following completion of the works funded by either a Renovation or Repair Loan the property shall be free from serious hazards and meet the Decent Homes Standard. In exceptional circumstances this requirement may be waived by the Chief Environmental Health Officer in relation to Repair Loans only.
- 2.18 Loans are available for mobile homes and properties of non-traditional construction taking into account the principle of most appropriate course of action, the ability to register the loan as a local land charge, any existing charges on the property and the value of the mobile home/property in relation to the loan requiring repayment.
- 2.19 Loans are not available for works of repair which are the subject of an insurance claim.
- 2.20 Loan assistance will not normally be available for works to a "lean-to", sun-lounge, outhouse, porch or part of a building which does not form part of the main structure. Works to a lean-to, etc., will be considered only when no security door other than in the lean-to and structure rated in Bands A-E of HHSRS Entry by Intruders, see para. 1.3. Works outside the curtilage of a dwelling will only be funded where they involve drainage, water or power supplies and written permission from the landowner is obtained on whose land the works are carried out.

3.1 **Empty Property Grant**

- 3.2 **Objective:** To bring properties back into use and reduce the use of Bed and Breakfast and temporary accommodation for homeless families and assist in the development of the private rented sector which is recognised as important in meeting housing need in Arun.
- 3.3 Applicants must have owned the property for at least 3 years.
- 3.4 The amount of grant depends on a number of factors, including the level of rent charged to tenants, the amount of deposit required by the landlord/agent and the cost of eligible works. The grant will normally be 50% of the cost of eligible works up to a maximum of £8,000. In general, properties may be eligible if they are in need of repair or improvement and have been empty for a minimum of 6 months (or 12 months where a Housing Act notice has been served and is outstanding).
- 3.5 Following completion of the works, the Council may exercise its right to nominate a tenant to the property. Alternatively, where a scheme is in place, the property may be leased to the Council or to a Housing Association who will arrange tenants after liaising with the Council. The property must be let for a period of 5 years and the Council's right to nominate a tenant will exist for 5 years following completion of the works.
- 3.6 The property must be brought up to the Decent Homes Standard.

3.7 Where owners of long term empty properties decline the offer of financial assistance or other renewal options the Council will consider using its compulsory purchase powers and the use of an Empty Dwelling Management Order in order to bring long term empty properties back in use.

4.0 **Home Energy Efficiency Grant**

4.1 **Objective:** To improve the energy efficiency of residential properties and reduce fuel poverty.

4.2 Available to owners and tenants according to criteria agreed with organisations, e.g. Utilities who provide partnership funding for the installation of energy efficiency measures. These measures will normally include loft and cavity wall insulation but may vary as initiatives are developed. Grants will be approved up to a maximum of £1,000. Where the applicant is eligible for a Warm Front Grant this source of funding shall be fully explored before use of grant funding for energy measures.

4.3 Home Energy Efficiency Grants are only made available where partnership funding is available.

4.4 There are no conditions relating to occupancy, sale or disposal of the property following completion of the works.

5.0 **Warm Front Top Up Loan**

5.1 **Objective:** To improve the energy efficiency of residential properties, reduce fuel poverty and bring properties up to the Decent Homes Standard.

5.2 Available where a household qualifies for assistance under the Warm Front Scheme but the cost of the works exceeds the Warm Front Grant available and the works cannot take place unless top up funding is provided.

5.3 Top up loans will be available up to a maximum of £1,000 and will be registered as a land charge and must be repaid when there is a change in ownership or tenure in accordance with criteria specified by the Chief Environmental Health Officer.

6.0 **Renewable Energy Loans**

6.1 **Objective:** Encourage the installation of renewable technologies by householders and reduce carbon emissions.

6.2 Available for Solar Hot Water Heating, Photovoltaics (PV) - solar electricity, Ground Source Heat Pumps, Biomass boilers and stoves.

6.3 Available to owner occupiers and private sector landlords up to a maximum of £4,000 and repayable over a period of between one and three years.

6.4 Only where the applicant's property meets the Decent Homes Standard and where the structure allows, be fitted with -

- loft insulation up to 270mm/11";
- cavity wall insulation;
- insulation of water tanks and pipes

will they be eligible for a loan.

6.5 The loan is repayable in full over the agreed period or if there is a change in ownership or tenure during the loan period, then the loan must be repaid in full upon change of ownership/tenure.

6.7 Renewable Energy Loans are only made available where external or partnership funding is available.

7.0 **Landlord Energy Efficiency Grant in HMO**

7.1 **Objective:** To improve energy efficiency in HMOs and reduce fuel poverty in the private rented sector.

7.2 Grants will be made available to landlords of HMOs that are required to be licensed under the Housing Act 2004 to provide central heating and energy efficiency works. The grants will normally be 50% of the cost of the eligible works up to a maximum of £5,000. At completion of the works the property will where the structure allows, be fitted with -

- loft insulation up to 270mm/11";
- cavity wall insulation;
- insulation of water tanks and pipes;
- an energy efficient boiler from Category A as contained in the Boiler Energy Efficiency Database, thermostatically controlled radiators and heating controls which allow independent control of the heating and hot water.

7.3 Where the applicant is eligible for a Warm Front Grant, this source of funding shall be fully explored before use of grant funding for energy measures. The property must be let as an HMO for 5 years after completion of works and the grant will only be available where the property is licensed with the Council, meets the HMO standards and is well managed.

8.0 **Disabled Facilities Grants (DFGs)**

8.1 **Objective:** to assist in adapting homes of disabled occupiers to meet their needs and enable independent living.

8.2 Mandatory DFGs will be provided in accordance with the Housing Grants, Construction and Regeneration Act 1996, Disabled Facilities Grant (Conditions relating to approval or payment of Grant) General Consent 2008, and The Disabled Facilities Grants (Maximum Amounts and Additional Purposes) (England) Order 2008.

8.3 All applicants are means tested using the method of operation described in the Department of Transport and Local Regions (DTLR) Circular 03/2002 and amendments under The Housing Renewal Grants (Amendment) (England) Regulations 2008.

8.4 The maximum limit for a DFG is £30,000.

8.5 The Council will demand the repayment by the recipient of such part of the grant that exceeds £5,000, but may not demand an amount in excess of £10,000, if the recipient

disposes (whether by sale, assignment, transfer or otherwise) of the premises in respect of which the grant was given within 10 years of the certified date.

9.0 **Enquiry and Application Process**

9.1 DFG enquiries will be referred to West Sussex County Council on Tel: 01903 839100 for an assessment by the Occupational Therapists Service.

9.2 The Council will operate a preliminary enquiry system with the objectives of informing householders as early as possible of their renewal options, minimising disappointment and achieving efficient use of Council resources.

9.3 All enquirers will be requested to complete a preliminary enquiry form which will enable an initial financial assessment to be undertaken and advice given to assist enquirers to understand their loan/grant entitlement or other renewal options. Advice and assistance will be provided to householders who experience difficulty in completing the form. A preliminary enquiry form can be obtained by contacting the Private Sector Housing Team at Arun Civic Centre. Tel: 01903 737653 or www.arun.gov.uk

9.4 An application for grant/loan assistance can only be made on a form provided by the Council. This is to ensure that the required information is provided by the applicant and to assist the Council in managing its resources. An application will be considered to have been duly made when all the required information has been received, details of which will be set out in the application form and accompanying information, i.e. completed application form, schedule of relevant works, at least two satisfactory itemised estimates, details of ancillary charges, details of resources to enable a means test to be undertaken, proof of title, and relevant certificates. The Council may require more than 2 estimates where it considers this to be appropriate.

9.5 Estimates for eligible works must not be submitted and works undertaken for which invoices are submitted, by persons connected with the applicant. This includes members of the applicant's family, partner, or persons having an interest in the property for which an application is made. Subject to approval by the Council, an applicant may undertake work on a DIY basis and receive assistance from persons connected with themselves but no labour costs are payable by the Council. Invoices from a third party can be submitted for consideration by the Council when works have been undertaken on a DIY basis.

10.0 **Incomplete Applications**

10.1 Where information is considered by the Council to be incomplete, an application will not be regarded as being duly made and will only be deemed so when sufficient information and evidence has been supplied.

10.2 Applicants submitting incomplete applications will be given clear information on what is required to enable a full application to be duly made. The Council will return all incomplete applications after three months of the date of receipt if information and evidence requested has not been received by the Council.

10.3 The Council will approve or refuse a full application within six months of the date that it is considered duly made. The Council reserves the right to use the full six month period to determine the application should it consider it to be appropriate to do so, e.g. for the efficient use of resources.

11.0 **Commencement of Works**

11.1 The Council will not approve a loan/grant application for works which have commenced prior to approval.

12.0 **Fees and Ancillary Charges**

12.1 Fees and charges necessarily incurred in undertaking grant aided works will be considered for inclusion in any loan/grant which may be approved:

- i) Architects and surveyors fees. The amount allowed will be subject to a test of reasonableness which will take into account the level and extent of the service being provided. Ideally, two competitive and comparable estimates must be obtained by the applicant.
- ii) Charges for any necessary planning, building regulation approvals or party wall agreement. Note: these approvals are the responsibility of the applicant.
- iii) Charges made by a Home Improvement Agency up to a level agreed on an annual basis.

12.2 There will be properties where preliminary investigations will need to be undertaken before the extent of work can be agreed (e.g. electrical test and report, structural survey). In these cases the applicant will be liable for the cost of these services. Only if a loan/grant is later approved, the applicant may be reimbursed for some or all of these on production of satisfactory invoices.

13.0 **Age Limits**

13.1 The Council will not entertain an application for a renovation or repair loan unless the property concerned was built or provided by conversion prior to June 1992.

13.2 Applicants must be eighteen years or over on the date of the application to be eligible for loan/grant assistance.

14.0 **Properties the Responsibility of Government or Public Services**

14.1 With the exception of Empty Property Grants the Council will not consider an application for a loan/grant for properties where funding for maintenance comes directly or indirectly from the Central Government, Local Government, Public Services or Registered Social Landlords.

15.0 **Loans/Grants to Owner Occupiers**

15.1 The Council will not consider an application for a loan/grant unless the applicant has an owner's interest in all the land on which the relevant works are to be carried out. An owner's interest means a freehold interest or a leasehold interest where there is at least ten years of the lease left to run. Householders in shared equity schemes will be regarded as having an owner's interest provided that the scheme involves at the outset the loan/grant of a long lease.

15.2 Persons with a shared interest in the property must have an explicit responsibility for repair and maintenance or be eligible to apply for a loan/grant with or without the other persons being a signatory to the application.

15.3 The financial resources of all joint owners with a grant eligible interest and those residents in the property will be taken into account when determining the amount of loan/grant payable.

15.4 The written consent of all joint owners shall be obtained by the loan/grant applicant(s) and submitted as part of the grant application.

16.0 **Loans/Grants to Tenants**

16.1 Loans/grants are only available to tenants where they are required by the terms of their tenancy to undertake the proposed works. Financial assistance is available towards works that a tenant is required to carry out so long as they are eligible for a loan/grant. In the case of buildings containing flats an obligation to meet the cost of works may apply to parts of the building outside the flat and, if available a common parts grant may be appropriate.

16.2 Where a tenant has an obligation to undertake works they may still need to seek their landlord's permission before carrying out works. An application for loan/grant from a tenant will require a tenant's certificate as to the future occupation and the landlord will be required to provide a certificate of intended letting for the dwelling. The tenant is responsible for organising these certificates.

16.3 Where action is being taken by the landlord to evict a tenant, the application will not be determined until the outcome of the action is known.

17.0 **Certificates and Conditions of Occupation**

17.1 All applications for discretionary assistance must be accompanied by a certificate relating to the future occupation of the property and will not be considered to be a full application if such a certificate is not included.

(a) **Owner Occupiers:**

"Owner Occupation Certificate" certifies that the applicant has an owner's interest in a dwelling and that they intend to live in the dwelling as their only or main residence from the certified date. The certified date is the date certified by the Council on which eligible works were satisfactorily completed. The conditions relating to the certificate shall be registered as a local land charge in relation to the property and binding on the owner or successive owners.

Where there is a change in ownership or occupation compared with that recorded on the Owner Occupation Certificate the loan/grant will be repayable, except where the change is considered to be an exempt disposal.

(b) **Tenants:**

"Tenants Certificate" certifies that the applicant is a tenant of a dwelling with repairing obligations as part of the tenancy and that they intend to live in the dwelling as their only or main residence.

A tenant's application shall be accompanied by a certificate of intended letting provided by the landlord and the conditions relating to the certificate registered as a local land charge in relation to the property and binding on the landlord and

successive owners for a period of five years from the certified date.

(c) **Landlords:**

A "certificate of intended letting" certifies that the applicant has an owner's interest in the dwelling and intends to, or already has, let the dwelling as a residence for a period of at least five years, beginning on the certified date to someone who is not a member of his family and, on a tenancy which is not a long tenancy. These provisions apply equally to situations where a dwelling is already let, and will continue to be let, after the works are carried out and to those where letting will only commence or resume after works have been carried out. There may be a number of individual successive lettings during the five year period. Separate certificates may be given in relation to each dwelling provided or improved with financial assistance.

The intention behind the conditions is that a dwelling will be let or licensed and there are no restrictions as to the type of letting or licence other than it is used for residential purposes and not for holiday use to a person who is "not connected" with the landlord and the tenancy must not be a long tenancy.

"Not connected" in this context means that the tenant must not be a member of the owner's family, partner, or where personal representatives or trustees are the owner, the person who is under the will or intestacy of the terms of the trust, beneficially entitled to an interest in the dwelling or to the proceeds of sale of the dwelling.

Where letting or licences of the whole dwelling are existing regulated tenancies or assured tenancies, including assured shorthold tenancies, they will be considered to be capable of complying with the grant conditions. Should the property be subsequently let or licensed as a house in multiple occupation rather than as a dwelling, the Council will consider if a breach of conditions has occurred. Each case will be considered on its merits.

18.0 **Calculations**

18.1 The Council will take into account the following issues in determining the estimated expense and calculating the loan/grant:

- i) which works are eligible for financial assistance - the 'eligible works'
- ii) the amount of expense which in the Council's opinion, having regard to published price schedules, local circumstances and experience, are properly to be incurred in carrying out the eligible works.
- iii) the costs properly attributable to preliminary or ancillary charges (see section 13.0) or charges incurred in relation to the application.
The combination of (ii) and (iii) provide the eligible expense.
- iv) the amount of loan/grant that will be paid will be subject to issues set out in i, ii, and iii above, the means test and criteria applying to specific grants detailed in this Policy document.

18.2 In the cases of Renovation Loans, Repairs Loans and Disabled Facilities Grants the applicant's contribution will be calculated using the means test plus any costs over the relevant maximum loan limit.

When calculating the loan/grant, the contribution calculated using the means test will be deducted from the cost of the eligible works prior to further grant/loan calculations.

19.0 **Approvals Procedure**

19.1 The Council will notify the applicant in writing within 6 months after the date of receipt of a full application whether the application is approved or refused. In the case of an approval, details of the eligible expense will be provided to the applicant along with the amount of loan/grant the Council will pay. In the case of a refusal the reasons for the refusal will be provided to the applicant.

20.0 **Requiring Information**

20.1 In order to satisfy itself as to the manner in which a loan/grant improved dwelling is being occupied or in relation to any other conditions of the loan/grant, the Council can require the owner or occupier to provide, within 21 days, a statement detailing how the property is occupied and/or details of any other information relevant to the application or loan/grant conditions.

20.2 It is a condition of a loan/grant that the owner/occupier complies with this requirement and failure to do so may result in the Council requiring repayment of the loan/grant.

20.3 Similarly, if the owner requires information from the tenant to enable them to comply with such a requirement by the Council, the tenant must provide such information as is reasonable for the owner to request and this requirement can be enforced as if it were part of the terms of the tenancy.

21.0 **Timescale of Conditions**

21.1 Loan conditions remain in force indefinitely (unless specifically stated otherwise, i.e. in the case of Empty Property Grant, Disabled Facilities Grant, Renewable Energy Loan, Home Energy Efficiency Grant and Landlord Energy Efficiency Grants in HMO) beginning on the certified date, and are binding unless they cease to have effect for one of the reasons mentioned in paragraphs 24.0 and 26.0 below. They are binding on the person who provided/signed the Certificate as well as joint owners of a property and any subsequent owner of the property.

22.0 **Payment**

22.1 Request for interim payment will be considered on their merits by the Council and should be accompanied by a satisfactory invoice. Subject to Condition 2.2 (see Appendix 1), the applicant must indicate verbally or in writing that they are satisfied for an interim payment to be made. Such payments will be direct to the contractor and will not exceed 90% of the cost of the loan/grant aided works.

22.2 Following receipt of written notification by the applicant that works are satisfactory, a satisfactory invoice, and confirmation by an Officer, final payment will be made direct to the contractor undertaking the work. Only in exceptional circumstances will payment be made to the applicant who, in such cases, must make representation to the Chief Environmental Health Officer who will consider a change in payment arrangements.

22.3 The Council will endeavour to make payment within 30 working days following receipt of satisfactory invoices and notification by the applicant that works have been completed satisfactorily.

23.0 **Breach of Conditions**

23.1 In the event of a breach of a condition, the Council will demand full repayment of the loan/grant, but has the discretion to demand a lesser amount in exceptional circumstances.

23.2 Once a demand for repayment for breach of condition(s) has been satisfied, the conditions cease to have effect, as do the conditions relating to disposal of the property and all of the loan/grant conditions.

24.0 **Trusts**

24.1 Where a property is held in Trust, then, for the purpose of renewal options and financial assistance, the principles applied to applications made by owner occupiers will be applied, i.e. means test applied to the person(s) having a repairing obligation.

24.2 A trustee or beneficiary applying for a loan/grant must be able to fulfil all the normal loan/grant conditions, e.g. relevant interest in the property and meet the conditions including providing the appropriate Certificate of Future Occupation.

25.0 **Sale and Disposal of Properties**

25.1 A disposal of either the whole or part of the property is a relevant disposal if it is a conveyance of the freehold or an assignment of the lease or the grant of a long lease for a term of more than twenty years other than at a rack rent. An applicant shall be treated as having made a relevant disposal if they give to some other person the right to call for a relevant disposal of the dwelling.

25.2 If an owner occupier or landlord makes a relevant disposal before the certified date or after the certified date but before the end of the loan/grant condition period, in the case of tenants' applications a period of five years beginning on the certified date, they will be required to repay the loan/grant to the Authority on demand. The repayment required will be repayment of any instalment that has been paid, or the whole loan/grant. Liability is binding in the form of a Local Land Charge on any person who is the owner of the dwelling during the loan/grant condition period or, in the case of a common parts grant, is a successor in title to the interest in the building which entitles the applicant to make their application.

25.3 Repayment of any loan/grant is the responsibility of the owner/occupier/landlord/trustee/beneficiary, whichever is appropriate, but may be initiated by the Council making a demand. The Council has the discretion to demand a lesser amount.

25.4 The conditions for repayment do not apply if the disposal involves a conveyance on the freehold or an assignment of the lease:

- i) When the disposal is to provide an annuity income and the person concerned is entitled to continue to occupy the premises as their only or main residents;
- ii) Where the person to whom it is made is the spouse or partner or member of the family, they have lived in the property for at least three years prior to the disposal and

the spouse, partner or member of the family provides an “Owner Occupation Certificate” which certifies that they have an owner’s interest in the dwelling, they intend to live in the dwelling as their only or main residence and agree to the conditions.

25.5 Criteria agreed by the Chief Environmental Health Officer will be used to consider any request for the Council to waive loan/grant repayment, e.g. medical reasons, financial gain, personal finances, suitability or alternative properties, personal circumstances.

26.0 **Applications Outside the Policy**

26.1 Where an application is received by the Council for financial assistance for private sector housing renewal but which falls outside this Policy, the application will be considered on its merits by the Chief Environmental Health Officer, within 6 months of it being received. The applicant will be informed in writing within 12 working days, of the decision resulting from consideration of the application.

27.0 **Conditions**

27.1 The Council imposes conditions with the aim of enabling efficient use of resources and preventing fraud and impropriety.

27.2 Any evidence of the applicant attempting to defraud/deceive the Council may result in the Council demanding repayment of the loan/grant in full and criminal/civil action as deemed appropriate.

27.3 Conditions are contained in Appendix 1 to this policy document and are agreed by the Chief Environmental Health Officer.

28.0 **Enforcement**

28.1 The Council will consider using its compulsory purchase powers and Empty Dwelling Management Orders to bring long term empty properties back into use where owners of long term empty properties decline the offer of financial assistance or other renewal options. Where appropriate the Council will serve notices under the Housing Act 2004 as outlined in Paragraph 2.12 of this policy.

29.0 **Policy Implementation**

29.1 This Policy and associated Conditions will commence on 2nd June 2011. The Policy will be subject to ongoing review and a major review after 12 months from the commencement date. Performance will be reported annually via the Arun Strategic Partnership against targets set within the Raise the Roof Action Plan 2010 – 2015.

29.2 Where the Council undertakes a major review, or if it is found necessary, it will publish a new Policy document at a date earlier than specified above if it considers it to be appropriate.

29.3 Circumstances that might necessitate an early review include:

- ◆ a major change in the resources available for housing renewal;
- ◆ significant under-achievement of targets with a continuing trend;

- ◆ urgent housing issues arising which are not addressed and require a response quicker than the existing review procedure can deliver;
- ◆ a change in the Council's priorities.

30.0 **Complaints**

30.1 The Council will consider complaints about the Policy or its implementations in the following ways:

- i) Where a complaint concerns the Policy and its content these should be made in writing and submitted to the Chief Environmental Health Officer who will respond within 14 working days. All complaints and representations made with regard to the Policy will be taken into account when reviewing and amending the Policy.
- i) Where a complaint concerns the standard of service, action or lack of action in implementing the Policy the complainant will be referred to the Council's formal Complaint Procedure which is explained in the leaflet "How to Make a Complaint" and available from Council offices. The Council would always prefer to put things right if possible and complainants are advised to contact the Principal Environmental Health Officer to discuss the issues and allow this to take place.

APPENDIX 1

LOAN/GRANT CONDITIONS

1.0 Carrying Out and Completion of Works

- 1.1 In approving an application for a loan/grant the Council will require as a condition of the loan/grant that eligible works are carried out in accordance with any specification they decide to impose.
- 1.2 It is a condition of a loan/grant that the eligible works must be commenced within 6 months and completed within **9** months from the date of the approval of the application. Except for DFGs where completion must be within **12** months of the date of approval. This period may, however, be extended by the Chief Environmental Health Officer if they think fit, particularly where they are satisfied that the eligible works cannot be or could not have been carried out without carrying other works which could not have been reasonably foreseen when the application was made. The Council will cancel a loan/grant which exceeds either one or both of the timescales and require repayment from the applicant of any loan/grant monies paid out by the Council up to the time of cancellation.
- 1.3 The eligible works must be undertaken by the contractor(s) who provided the estimate(s) included in the application. The Council may vary this requirement where it considers there is a genuine reason to do so and it is in the interest of achieving efficient housing renewal. Prior permission shall be obtained from the Council by the applicant before any change in contractor takes place. The use of a different contractor to one included in the application without the Council's permission may result in the Council's cancellation of the loan/grant and/or repayment by the relevant person (see Condition 10.0)
- 1.4 The Council will consider re-determining a loan/grant approval where the eligible works cannot be completed without carrying out further works which were unforeseen or where the works are required to ensure the property meets the Decent Homes Standard. Unforeseen works will only be considered for financial assistance by the Council where they could not reasonably have been foreseen and work has not been started prior to the work having been agreed as 'unforeseen work' by the Council.

2.0 Supervision and Quality of Works

- 2.1 Responsibility for ensuring works are undertaken to the satisfaction of the applicant remains with the applicant or their representative, i.e. surveyor or architect. The Council is responsible for ensuring works are undertaken to its satisfaction, and inspections carried out by Council officers are not undertaken on behalf of the applicant.
- 2.2 Payment of all or part of a loan/grant is conditional upon the works being executed to the satisfaction of the Council irrespective of any other factors. Whilst agreement from the applicant will normally be required before works are deemed satisfactory for the purpose of payment, the Council reserves the right to either make payment or withhold payment without the applicant's consent, if it considers it appropriate to do so.

3.0 **Payments by Applicants**

- 3.1 Applicants must pay their contribution to loan/grant aided works and provide satisfactory evidence that payment has been made, i.e. a signed and dated receipt, before the Council will make any grant/loan payment.
- 3.2 Where works are taking place in addition to loan/grant aided works but which are not loan/grant aided and are funded by the applicant, these works must be completed and paid for by the applicant to the satisfaction of the Council before any payment will be made with respect to the loan/grant aided works.

4.0 **Notice of Relevant Disposal**

- 4.1 The applicant shall forthwith notify the Council of their intention to make a relevant disposal of any dwelling, building or house in multiple occupation with respect to which there is in force, a condition, related to disposal, and shall furnish to the Council any information reasonably requested by them in connection with such notification.
- 4.2. This condition shall have effect during the whole of the loan/grant condition period.

5.0 **Nomination of Tenants to the Property**

- 5.1 In the case of an application which relates to an Empty Property Grant the Council shall be entitled to nominate tenants to the property (or a relevant part of the property) throughout the grant period.
- 5.2 The applicant agrees not to offer the property (or part of the property) for letting and the Council agrees not to make nominations to it in such a manner (including as to timing and the terms of any offer or nomination) as would prevent this condition being, or continuing to be, operable fairly and reasonably.
- 5.3 Without prejudice to the generality of the above paragraph, the applicant agrees:
- a) if the property (or part of it) is or becomes vacant on the date of approval of the application or
 - b) if (and every time that) the property (or part of it) becomes vacant between that date and the end of the grant condition period, forthwith to hold the property (or the vacant part of it) available for letting by persons nominated by the Council and to notify the Council of its availability for that purpose and of the terms upon which it is so available.
- 5.4 Subject to the applicant's strict compliance with the above paragraph, this condition shall not have effect while the property (or each of its several parts) is occupied under a tenancy or tenancies satisfying the requirements of such certificate of intended letting, owner's certificate or certificate of future occupation as was submitted with the application.
- 5.5 Where the Council approve a conversion application for an Empty Property grant, they may apply this condition to one or more only, or to a proportion, of the total number of dwellings to be provided; provided that the dwellings, or the proportion of dwellings, in the house or other building and to which this condition is to apply shall be identified to the applicant in writing when the application is approved.

6.0 **Energy Efficiency Survey**

6.1 Where an application for a loan/grant is being entertained, the Council may require the applicant to carry out an energy efficiency survey on the property and to execute such works as the Council considers practical, cost effective and likely to result in a significant improvement in the energy efficiency of the property, provided that any costs thereby incurred by the applicant are taken into account in the grant/loan calculation.

7.0 **Rent Levels and Deposits**

7.1 In the case of an application for an Empty Property Grant, the Council shall be entitled to specify the maximum rent which the applicant may charge on the property (or a relevant part of the property) throughout the grant condition period.

7.2 Where the Council has specified a maximum rent chargeable it shall notify the applicant in writing of its specification and the period, not exceeding 52 weeks during which the specification shall apply.

7.3 The Council may specify further periods not exceeding 52 weeks during which a maximum rent may be charged until the end of the grant condition period.

7.4 The Council may at any time, on the application of the applicant, vary the maximum rent specified or the period specified pursuant to this paragraph.

7.5 In setting a maximum rent that the applicant may be charged, the Council shall have regard to the Local Reference Rent as provided by the Rent Officer Service.

7.6 In the case of Empty Property grants, where the Council nominates a tenant the landlord shall not be entitled to more than 1 month's rent in advance and 1 month's rent as a deposit unless prior agreement is obtained from the Council.

7.7 Where a deposit is taken for a new assured shorthold tenancy after 6th April 2007, it must be protected by a Government approved scheme.

8.0 **Insurance for a Loan/Grant Assisted Property**

8.1 Throughout the loan/grant condition period the applicant or the person holding an insurable interest in the property shall arrange or maintain in effect buildings insurance for the property.

8.2 In accordance with Section 21.0 of the Council's Housing Renewal Policy, the Council shall be provided with an up to date copy of the buildings insurance certificate relating to the loan/grant-aided property.

9.0 **Repair and Occupation of Loan/Grant Assisted Property**

9.1 In the case of an Empty Property Grant the property or unit of accommodation within the property for which the grant has been approved, shall not remain vacant for more than 6 weeks following completion date of the works.

9.2 Where the applicant has a duty or power to carry out works of repair to the loan/grant-aided property they shall ensure that the property remains free from serious hazards and serious disrepair throughout the loan/grant condition period.

10.0 **Repayment of a Loan/Grant**

- 10.1 In the event of a breach of any of the conditions set by the Council, the Council may demand payment from the applicant/owner/occupier/landlord/trustee/beneficiary, whichever is appropriate, a sum equal to the amount of the loan/grant paid or, as the case may be, any instalments of a loan/grant paid and the same shall be repayable to the Council. The Council has the discretion either not to demand repayment, or to require payment of less than the full amount.
- 10.2 Any evidence of the applicant attempting to defraud/deceive the Council may result in the Council demanding repayment of the loan/grant in full and criminal/civil action as deemed appropriate.
- 10.3 With respect to Disabled Facilities Grants, the Council will demand the repayment by the recipient of such part of the grant that exceeds £5,000, but may not demand an amount in excess of £10,000, if the recipient disposes (whether by sale, assignment, transfer or otherwise) of the premises in respect of which the grant was given within 10 years of the certified date.

11.0 **Conditions Where Repayment Will Not Be Demanded**

- 11.1 The conditions for repayment do not apply if the disposal involves a conveyance on the freehold or an assignment of the lease:
- i) When the disposal is to provide an annuity income and the person concerned is entitled to continue to occupy the premises as their only or main residence;
 - ii) Where the person to whom it is made is the spouse or partner or member of the family and they have lived in the property for at least three years prior to the disposal, they intend to continue to occupy the property as their only or main residence and an "Owner Occupation Certificate" is provided which certifies they agree to the grant/loan conditions.

Criteria agreed by the Chief Environmental Health Officer will be used to consider any request for the Council to waive a loan/grant repayment, e.g. medical reasons, financial gain, personal finances, suitability or alternative properties, personal circumstances.

12.0 **Owner Occupation**

In a case where a certificate of owner-occupation accompanies the application:

- 12.1 It is a condition of the loan/grant that, where an owner makes a relevant disposal of the dwelling, following the date on which the Council certifies that the eligible works have been carried out to their satisfaction ("the certified date"), they will be required to repay the loan/grant to the Council.
- 12.2 This condition remains in force indefinitely (unless discharged by repayment) and is binding not only on the person who gives the certificate, but also on any subsequent owner, except that where an exempt disposal is made, the conditions as to repayment cease to have an effect. (An owner is required to notify the Council forthwith in writing of his intention to make a relevant disposal and to give the Council any information reasonably requested by them in that connection).

"Exempt disposal" means the conditions for repayment do not apply if the disposal involves a conveyance on the freehold or an assignment of the lease:

- i) When the disposal is to provide an annuity income and the person concerned is entitled to continue to occupy the premises as their only or main residents;

13.0 **Availability for Letting**

13.1 It is a condition of the loan/grant that, throughout the initial period (that is 5 years beginning with the date on which the Council certifies the eligible works to have been completed to their satisfaction):

- a) the dwelling will be let or available for letting as a residence, and not for a holiday, on a tenancy which is not a long tenancy by the owner for the time being of the dwelling, to a person who is not connected with him (generally speaking this means not a member of his family)
- b) the dwelling will be occupied or available for occupation by a member of the agricultural population under a service contract, and otherwise than as a tenant.

13.2 It is also a condition of a loan/grant that the Council may, by written notice, require the owner to provide, within 21 days, a statement showing how the property is occupied.

13.3 The conditions remain in force throughout the initial period and are binding not only on the person who provides the certificate but also on any subsequent owner of the dwelling

13.4 It is a condition of the loan/grant that if within the initial period, an owner makes a relevant disposal of the dwelling, he is obliged to repay the loan/grant, to inform the Council of his intention to make a relevant disposal and to give the Council any information reasonably requested by them in that connection.

1. If neither (a) nor (b) above applies during any part of the initial period, but the dwelling is occupied by a person who is a protected occupier under the Rent (Agriculture) Act 1976 or is occupied under an assured agricultural occupancy, within the meaning of Part 1 of the Housing Act 1988, the condition will not be breached.
2. In a case where personal representatives or trustees are the owner, the letting must not be to a person who has a beneficial interest under the will, intestacy or trust, in the property or the proceeds of its sale.
3. "Relevant disposal" means the sale of the freehold or assignment of the lease, or the grant of a long lease (one of over 21 years, otherwise than at a rack rent).

13.5 If the applicant has submitted or been party to submitting information forming a loan/grant application or part of such an application, which is found to be misleading or fraudulent and results in the applicant receiving a financial benefit then the application will be refused or grant/loan cancelled.

In such instances, where payments have been made, the Council will demand repayment in accordance with Condition 10.1.