

Private Sector Housing Assistance

2011

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I Introduction

- 1.1 The Private Sector Housing Assistance Policy (Assistance Policy) outlines the conditions and circumstances under which Plymouth City Council is able to assist householders in the improvement of properties.
- 1.2 This Assistance Policy re-asserts the need to apply repayable forms of assistance; this was previously established in the 2009 Assistance Policy. These forms of assistance have the advantages that:
 - they re-affirms the owners' responsibility for the conditions of their housing and
 - on repayment, the monies can be re-used to assist another client
- 1.3 The 2009 Assistance Policy was derived from the Private Sector Housing Strategy 2009-2011. A Housing Plan 2011-16 is currently being prepared. The new Assistance Policy reflects the initial proposals of the Housing Plan and the current Private Sector Housing Strategy.
- 1.4 Some of the forms of assistance set out in the 2009 policy are no longer tenable within the current budgets available. New policies have to be implemented now in order to utilise the limited funding to best effect. This is despite the fact that the new Housing Strategy has yet to be finalised.

2 Implementation

- 2.1 This Assistance Policy will become operational on 1st August 2011. The Policy will not affect grant and loan approvals made prior to that date. This policy will be announced by both placing an advertisement in the Plymouth Evening Herald and by publishing it on the Council's website.

3 Relevant Legislation

- 3.1 The Government's Regulatory Reform (Housing Assistance) (England and Wales) Order 2002 (RRO) provided opportunities for Local Authorities to make significant changes to the way they tackle sub standard housing. The adoption and publication of a Policy for housing assistance is a requirement of the RRO before any assistance can be offered. Under the RRO, a Council has the discretion to decide whether it provides grants, loans, advice etc. for the purpose of repairing, improving, extending, converting or adapting housing accommodation.

- 3.2 The Council can decide the extent to which it offers assistance and what conditions are applied to these services. The exception to this is the mandatory Disabled Facilities Grant (DFG), the terms and conditions of which remain substantially as set out in the Housing Grants, Construction and Regeneration Act 1996. However, the Government has issued three consents which enable the Council to apply conditions to DFGs in addition to those specified in the 1996 Act, namely:
- The Housing Renewal Main Grants (Recovery of Compensation) General Consent 1996 (This relates to the repayment of grant where the beneficiaries have received compensation relevant to the works carried out)
 - The Housing Renewals Grants (Additional Conditions)(England) General Consent 1996 (This relates to the recovery of grant aided equipment where it is no longer required by the disabled person)
 - The Housing Grants, Construction and Regeneration Act 1996: Disabled Facilities Grant (Conditions relating to approval for payment of Grant) General Consent 2008 (This relates to the repayment of a portion of the grant monies should the property be sold)
- 3.3 All three of these consents have been incorporated into this policy. Full details are provided in appendix D to this policy.
- 3.4 Section 2 of the Local Government Act 2000 enables local authorities to do anything which achieves the promotion of economic, social, and environmental well being in the area, or the residents within that area. This power is used to provide subsidies for insulation within the CosyDevon scheme.
- 3.5 The Housing Act 2004 sets out the minimum statutory standard for housing. This is the Housing Health and Safety Rating System or HHSRS. The HHSRS process assesses the various deficiencies which are found in housing. The most common hazards include those of “Excess Cold”, “Falls on Stairs” and “Falls on the Level”. Where the health and safety risks of a problem are considered to be severe this is described as a category I hazard. The Council has a duty to address category I hazards by either requiring improvement, advising the owner or in extreme cases, restricting the occupancy or demolition.
- 3.6 The Decent Homes Standard is a national baseline for the minimum standard that every home should attain. However, unlike the Housing Act 2004 standard, it has no statutory basis.

- 3.7 A Decent Home¹ should:
- Have a reasonable standard of repair
 - Have a reasonable degree of thermal comfort
 - Have reasonably modern facilities
 - Comply with the requirement that no HHSRS Category I hazards are present
- 3.8 There is some overlap between the individual strands of the Decent Homes Standard. The removal of HHSRS category I hazards may address Decent Homes issues of thermal comfort, disrepair and modern facilities.
- 3.9 Attaining Decency is significantly more costly than simply achieving the minimum statutory (HHSRS) standard. In the present economic climate, this additional cost is not justified by the improved health and safety in the home which the higher standard provides.
- 3.10 HHSRS is used as a part of the assessment to determine whether the Council can provide assistance for improvements to housing (Home Improvement Assistance).
- 3.11 The Decent Homes Standard is used as a part of the assessment to determine whether the Council can provide Empty Property Renovation Loans. The increased standard is necessary to ensure that the property remains suitable for letting (through the Houselet/Easylet schemes) over the period of the loan (in the case of the Loan to Let), or that the increase in value of the property will justify the sale or remortgage necessary to repay the loan (Loan to Sell/Loan to Occupy).

4 Background

4.1 Strategic Context

- 4.1.1 There are direct links with the themes of the Council's emerging Housing Plan 2011 – 2016, namely:

- **Growing the City**

The contribution that new housing can make to the economic and physical regeneration and growth of the city, creating places that people find attractive and enjoyable to live and work in, increasing both homes and jobs and attracting more people to the city

¹ A full definition is available in the document "A Decent Home: Definition and guidance for implementation". Further information is available in Appendix k

- **Housing Choices, Smarter Solutions**
Reducing the incidence of homelessness and rough sleeping, while increasing access to good quality, supported and independent housing choices for all Plymouth residents needing them, with advice and support for the most vulnerable
- **Better Homes, Healthy Lives**
Improving health, reducing health inequalities and supporting independent living, by tackling poor quality, energy inefficient and poorly managed homes in the existing housing stock across the city
- **Successful Communities**
Support and build capacity within our neighbourhoods to achieve community cohesion, strong engagement and increased satisfaction. We will tackle anti-social behaviour and support families with complex needs in order to create successful communities.

4.2 Corporate Priorities

- 4.2.1 The Assistance Policy directly supports the City's priorities and the Council's Corporate Plan 2011-2014 of Improving our City through :
- Offering a good range of housing in safe, inclusive and sustainable communities
 - A reduction in per capita CO2 emissions in local authority areas
 - Improving housing decency through the removal of HHSRS Category 1 hazards
 - Reducing inequality: Narrowing the inequality gap, particularly in health, between communities

4.3 National Context

- 4.3.1 Nationally the provision of good quality, affordable housing is a key priority for Government. Aims for private sector housing are reflected in the Community and Local Government's Departmental Strategic Objective 2 (DSO2). This contributes to the Government's PSA20, which aims to "increase long-term housing supply and affordability". The government has published indicators for DSO2 that include a measure of the percentage of vulnerable households in decent housing in the private sector. This policy will help fulfil these aims.
- 4.3.2 Central government has encouraged the operation of loan schemes throughout the country (West Midlands Kickstart, Home Improvement Trust, Wessex Reinvestment Trust, Humberside Housing Partnership, and South Yorkshire Appreciation Loan Scheme). Such schemes lever in private sector funding for the improvement of housing conditions.

4.3.3 There is an increased recognition that poor housing causes disease and injury. These result in significant financial and other costs to both the NHS and society as a whole.

4.4 City Context

4.4.1 The document Plymouth Private Sector Stock Condition 2010 demonstrated that 37.6% of vulnerable householder occupied properties fell below the Decent Homes Standard. The same report also identifies the links between poor housing and other indicators of deprivation and inequality; it infers that there are significant costs arising from the presence of HHSRS category I hazards in Plymouth's homes.

4.4.2 Plymouth City Council has seen a significant reduction in the financial resources available for the improvement of substandard housing. The remaining funds need to be more finely targeted to achieve the maximum benefits.

5 Assistance Priorities

5.1 The quality and condition of private housing affects many aspects of residents' life. The following priorities have been identified:

5.2 Health and Safety in the home.

5.2.1 The Health and Safety Hazard Rating System (HHSRS) defines the range and assesses the severity of hazards within the home. It is a priority to remove the most serious hazards (classified as Category One), which will also contribute to increasing the numbers of properties meeting the Decent Homes Standard.

5.2.2 This priority is to be achieved through Home Improvement Assistance, Empty Property Renovation Loans, Houseproud loans, advice, assistance and enforcement where appropriate. Information will be provided to all owners and occupiers advising them of the steps they can take to prevent and/or minimise housing problems.

5.3 Reducing inequality

5.3.1 Home Improvement Assistance is to be targeted at owner occupiers living in the South East and South West Localities. These contain the neighbourhoods with the highest levels of deprivation, morbidity and mortality. A list of post codes will be prepared to define these areas.

5.3.2 HHSRS identifies those housing defects which have the greatest impact on health and safety. Remedying Category one hazards will have a significant effect on improving health in these areas.

5.4 Alleviate Fuel Poverty and Excess Cold

5.4.1 We will work in partnership with occupiers, landlords, Energy Action Devon and the CosyDevon partnership to maximise available funding sources to improve energy efficiency and install adequate, efficient and affordable heating systems. This is to be achieved through Warm Front grants, Healthy Homes grants, Home Improvement Assistance and the CosyDevon scheme.

5.5 Support independent living

5.5.1 Ensuring that householders can live independently in their property for as long as possible is a key government objective and echoed in regional and local strategies. This is achieved by the mandatory Disabled Facilities Grant, the Discretionary Relocation Grant and funds provided for Care and Repair's Handyperson Scheme.

5.6 Housing Choice and Empty Properties

5.6.1 We will work in partnership with owners of empty property, housing associations, landlords and the public to ensure that empty properties are returned to use. This will be achieved using Empty Property Renovation Loans.

5.7 In order to support all the above priorities, the Council will aim to prevent disrepair by advising owners how to maintain and repair their properties. The Council has published manuals and leaflets providing the relevant information and will continue to distribute them.

6 Financial Assistance (Excluding Disabled Adaptation)

6.1 Before 2009, Plymouth householders had been offered a number of home improvement grants, targeted according to property condition, location and owners' vulnerability status. Householders have seen significant increases in equity even allowing for the recent downturn in the market and consultation (prior to the 2009 Assistance Policy) had shown that they acknowledge their responsibility for home maintenance and improvement.

6.2 The 2009 Assistance Policy evaluated available loan providers. The options proposed by the Home Improvement Trust (HIT) were chosen on the basis of (a) providing overall best value for money, both for Plymouth City Council and Plymouth householders and (b) their capacity to lever in private finance to support many potential applicants through the equity release process. HIT remains the best option for Plymouth.

- 6.3 The availability of affordable equity release loans gives Councils the opportunity of assisting more homeowners in improving their housing conditions. This also addresses the dependency on publicly funded grants, which can result in delaying private investment.
- 6.4 The 2011 Stock Condition Survey also shows that housing in the private rented sector exhibits the highest rates of non-decency and category one (HHSRS) hazards. Landlords have a legal duty to keep their property in a good state of repair. Experience has shown that an informal approach is more effective in raising the standard of private rented housing than the taking of formal enforcement action. Landlords remain responsible for the financial costs of improvement, repair and maintenance of their property; this would be expected of any other commercial enterprise.
- 6.5 Any assistance which could be provided for landlords would be at the expense of the funding available for owner occupiers. Monies are limited, and schemes can not be supported to assist owner occupiers outside specified areas. In this context it is not possible to justify landlords' financial assistance.
- 6.6 Owners of empty property are supported through the use of three loans. Monies for these schemes are not dependant upon the same funding arrangements which support owner occupiers. The three loans are:
- Empty Property Renovation Loans to Let (for letting the property through the HouseLet and EasyLet schemes)
 - Empty Property Renovation Loans to Sell (to enable owners to refurbish and sell for occupation)
 - Empty Property Renovation Loans to Occupy (to enable owners to refurbish for their own occupation)

The Loan to Let is repayable by "equal" instalments over a maximum period of five years. The Loan to Sell and Loan to Occupy are repayable within 12 months and three months respectively. These three loans represent good value despite their maxima being higher than those for other forms of assistance. Each loan will be repaid and reissued many times, bringing a number of empty dwellings back into use.

6.7 Table I - Loans and grant schemes to assist householders and landlords and meet assistance priorities.

Housing Assistance Policy	Assistance Priority	Aimed at	Further Information
Home Improvement Assistance	Improve health and safety in the home and increase the number of decent homes By addressing the hazard of Excess Cold, alleviate fuel poverty and reducing carbon emission. Address health inequality.	Owner Occupiers	Appendix B,C
Mandatory Disabled Facilities Grant	Support Independent Living	Owner Occupiers / Tenants	Appendix B,D
Discretionary Relocation Grant	Support Independent Living	Owner Occupiers	Appendix E
Empty Property Renovation Loans to Let	Remove category I hazards Increase the number of decent homes Provide a wider housing choice	Owners of empty property intending to let	Appendix F, I, K, L
Empty Property Renovation Loans to Sell	Remove category I hazards Increase the number of decent homes Provide a wider housing choice	Owners of empty property intending to sell	Appendix G, I, K
Empty Property Renovation Loans to Occupy	Remove category I hazards Increase the number of decent homes Provide a wider housing choice	Owners of empty property intending to owner occupy	Appendix H, I, K
Healthy Homes Grant	Alleviation of existing cold-related medical conditions; alleviating fuel poverty, reducing the hazard of Excess Cold; reducing carbon emissions; increasing disposable income.	Owner Occupiers	Appendix B,J
Cosy Devon Subsidy	Reducing the hazard of Excess Cold, alleviating fuel poverty, reducing carbon emissions, increasing disposable income.	Owner Occupiers and private tenants	
Houseproud Loan	Improve health and safety in the home, increase the number of decent homes By addressing the hazard of Excess Cold, alleviating fuel poverty and reducing carbon emission. Supporting independent living	Owner Occupiers	Appendix A Directly from Houseproud 0800 873 7569

7 Housing Assistance Principles for Improvement

7.1 Income Targeting

- 7.1.1 As the Council's funding can only address a small minority of cases it is targeted in accordance with Council priority areas, priority outcomes and target groups.
- 7.1.2 Generally assistance (Home Improvement Assistance) is targeted at financially vulnerable householders living in the South East and South West Localities.
- 7.1.3 Assistance is available for energy efficiency improvements through CosyDevon. This assistance includes a 'vulnerable' offer of a subsidised price for (i) people aged 60-69 and (ii) people with a household income less than £18,000pa. 'Vulnerable' households are a sub-set of the 'able to pay' sector (as defined by Ofgem in relation to Government policy), with a definition agreed by the eleven councils in the CosyDevon partnership.
- 7.1.4 Assistance is available for energy efficiency and ventilation improvements through the Healthy Homes grant. The grant is aimed at people who do not qualify for Warm Front grant but who are suffering a long term cold-related illness.
- 7.1.5 Healthy Homes grant is also available to assist with provision of suitable heating systems, however clients must have limited capital in order to benefit from this.
- 7.1.6 The options for all other householders are either to self-fund the works or take out a commercial loan. Householders over 60 (or those registered disabled and/or living with registered disabled person) have the added option of a Houseproud Loan (facilitated by the Home Improvement Trust).
- 7.1.7 To protect vulnerable householders, loan schemes in this policy generally carry a guarantee of no-repossession. The exceptions to this are the three Empty Property Renovation Loans.
- 7.1.8 Loan assistance is also strategically targeted to assist the owners of empty property bring them back into use. The strategic demands to increase housing supply (by bringing vacant housing into use), and to address problems associated with void property, necessitate the approval of short term loans for this purpose.

7.1.9 Table 2 – Loan and Grant Options for Improvement

Works and Householder Status	Assistance Options	Financial Support available?
General Improvements		
Owner Occupiers both financially vulnerable (see 7.1.10) and living in specified areas	<ul style="list-style-type: none"> • Home Improvement Assistance (HIA) • Advice through leaflets and signposting • Self funding • Commercial loan 	Yes (for HIA)
Owner Occupiers over 60 or with disabled person in household	<ul style="list-style-type: none"> • Houseproud Loan • Advice through leaflets and signposting • Self funding • Commercial loan 	Yes (through Houseproud Loan)
All clients	<ul style="list-style-type: none"> • Advice through leaflets and signposting • Self funding • Commercial loan 	No
Specific Works to Improve Heating, Insulation and Ventilation		
Owner Occupiers over 50, with cold related illness, with less than £8000 savings and not WarmFront eligible	<ul style="list-style-type: none"> • Healthy Homes Grant for heating provision 	Yes PCC Grant
Owner occupiers with cold-related illness who are not Warm Front eligible	<ul style="list-style-type: none"> • Healthy Homes Grant for insulation and ventilation improvements 	Yes PCC Grant
All owner occupiers and private sector tenants	<ul style="list-style-type: none"> • CosyDevon – energy efficiency improvements 	Yes PCC Subsidy (Energy Action Devon)
Empty Properties		
Owners of Empty Properties	<ul style="list-style-type: none"> • Empty Property Renovation Loan to Let • Empty Property Renovation Loan to Sell • Empty Property Renovation Loan to Occupy • Advice • Self funding • Commercial loan 	Yes PCC Loan (in respect of first three bullets)

7.1.10 To be considered vulnerable householders must be in receipt of at least one of the principal means tested or disability related benefits that constitute Plymouth City Council’s definition of “vulnerable”. These are:

• Income Support,
• Council Tax Benefit,
• Income Based Job Seekers Allowance,
• War Disablement Pension,
• Pension Credit ,
• Working Tax Credit (WTC) providing the recipient has a relevant household income of less than £ 15,460* plus either a disability element of WTC, Disability Living Allowance or , Attendance Allowance
• Child tax credit providing the recipient has a relevant household income of less than £ 15,460*
• <i>*Subject to change by Government</i>

7.2 Prioritisation

7.2.1 Should demand for Home Improvement Assistance outstrip supply, applications will be prioritised according to the following criteria:

- **Priority One** - Properties with Category One Hazards and relevant ‘vulnerable group’, disabled, chronically ill or infirm person present.
- **Priority Two** – Properties with Category One hazards and relevant ‘vulnerable group’, disabled, chronically ill or infirm person not present.
- **Date order of receipt of enquiry/application**

In this context the term relevant “vulnerable group” means the age group most at risk from the hazard as defined in the HHSRS Operating Guidance.

7.2.2 Empty Property Renovation Loans will be prioritised by examination of the potential risk of loan/scheme failure, the strategic benefits to be gained, and the order of enquiry/application.

7.2.3 Other forms of loan and grant assistance (for improvement) will be prioritised in order of enquiry/application.

7.3 Narrowing the Gap

7.3.1 Home Improvement Assistance will be offered in the South West and South East Localities of the City. These are considered to be the most deprived. They generally have high levels of owner occupied, older housing with more HHSRS category I hazards. These have been identified from the Private Sector Housing Stock Conditions report 2010. Some of these areas are already major regeneration areas. Appendix K describes these areas in detail.

7.4 Value for Money

7.4.1 Although good quality private sector housing is recognised as a public asset it is neither desirable nor possible for local authorities to offer assistance for all private sector housing problems. Homeowners and landlords are primarily responsible for the maintenance and repair of their properties. Where there is insufficient income, equity in the property should be released to fund repairs and maintenance. In general, public finance will only be approved where it is reasonable and appropriate to do so.

7.4.2 Council assistance is aimed at improving health and safety within the home. This will help achieve the Government's Decent Homes standard.

7.4.3 Experience has shown that in general repayable schemes of assistance do not operate successfully where the Council offers an alternative of grant assistance. The grants that remain are of limited scope and value, and their presence does not compromise the loan schemes.

7.4.4 Plymouth City Council will work with our partners Care and Repair and the Home Improvement Trust to provide a value for money service.

7.4.5 Care and Repair, the local home improvement agency for the city, will support vulnerable householders through the application process.

7.4.6 The 2009 Assistance Policy approved the use of The Home Improvement Trust (HIT) as the Council's partner for the provision of loan services. HIT is a not for profit organisation supporting the over 60s and disabled people in obtaining private finance for home improvements and adaptations. HIT works in partnership with over 100 local authorities in the UK and arranges loans provided by the Dudley Building Society that carry a guarantee of no-repossession. It has access to low cost legal and valuation services and liaises with the Department of Works and Pensions to take maximum advantage of any interest relief that may be available. It remains the best partner for providing this service.

- 7.4.7 Resources will be maximised where it is possible and practical to do so, external funding will continue to be sought for initiatives that underpin this policy, e.g. funding for energy efficiency measures will be utilised where possible.

8 Housing Assistance Principles for Adaptation

- 8.1 Grants and loans are available to assist in the adaptation of housing to meet the needs of disabled clients. Funding is limited and best use of resources is required to achieve the maximum effect.

8.2 Disabled Facilities Grants

- 8.2.1 Disabled Facility Grants are largely subject to the requirements of legislation. DFGs are mandatory grants; approval is required where an applicant meets specific disability and financial criteria.

- 8.2.2 The Government has issued three consents which will enable the Council to improve the use of its resources. These have all been incorporated into this policy as they improve the financial efficiency of the DFG scheme. These consents refer to the repayment of portions of the grant where a client moves, the recycling of specialist equipment where this is no longer needed and the reclaiming of compensation where a successful claim is made.

8.3 Discretionary Relocation Grant

- 8.3.1 This grant has been introduced to help disabled clients whose homes are not suitable for adaptation to meet the needs of the client. The works may be impossible or simply impracticable. Their cost may be excessive. Even if the works were carried out, the property may still be unsuitable for occupation.

- 8.3.2 The Relocation Grant offers the alternative of finding another home which is suitable with minimal adaptation; the assistance helps fund the financial shortfall arising from the purchase of the new property.

8.4 Houseproud Loans

- 8.4.1 Houseproud Loans can be used to finance adaptations where the needs, or financial circumstances, of the client fall outside the other schemes.

8.5 Prioritisation

- 8.5.1 Disabled Facility Grants will be prioritised by the Occupation Therapist in their assessment of the needs of the client.

9 Application and Decision Making

9.1 Application Process

9.1.1 Home Improvement Assistance

- Following an initial enquiry received in person, by telephone, letter, email, or referral from Council Officers, the Council will send an information sheet and enquiry form to the applicant.
- After returning the completed enquiry form, the applicant will be advised whether they are eligible for assistance.
- Applicants will be asked to complete an application form (help may be available from Care and Repair) and a Council Technical Officer assesses the eligible works and estimates the likely costs of the works.
- If the client wishes to proceed with the application, the Technical Officer produces a schedule of works.
- Following receipt of quotations, the Technical Officer advises the applicant on the best quotation and a formal approval document is issued.

9.1.2 Minor Healthy Homes Grants (for insulation improvements) will be carried out by the Council's appointed contractor. Otherwise a similar process will be followed.

9.1.3 CosyDevon subsidy is administered on behalf of local authorities by Energy Action Devon (EAD) according to rules agreed by the eleven councils in the partnership. All or most of the cost of measures is met by our energy company partner, with contributions in some cases from the householder and from the council subsidy.

9.1.4 Empty Property Renovation Loans will follow a similar process (to Home Improvement Assistance) for approval. However, the applicant will be required to produce and submit a schedule of works².

9.1.5 Houseproud Loans

9.1.5.1 Applicants who are ineligible for other forms of assistance, or for whom only part of the works that they require can be assisted, may be eligible for a Houseproud Loan.

² Help with the preparation of a schedule of works can be provided upon request.

9.1.5.2 Houseproud Loans are available for those over 60, or living with disabled people. They will be referred to the Home Improvement Trust who will contact them with an information pack and the relevant documentation. Help with the process and technical assistance is available through the Council.

9.1.6 Mandatory Disabled Facilities Grants

9.1.6.1 Clients are referred for disabled facilities grants following an assessment carried out by an Occupational Therapist (Social Service, Health, Private) or self referral from the disabled person. A referral form and schematic from the Occupational therapist forms the basis for referral. Clients are supported by the Council and Care and Repair throughout the application and building processes.

9.1.7 Discretionary Relocation Grant

9.1.7.1 The need for this grant will normally be identified as a result of a Disabled Facilities Grant enquiry. Clients' needs are assessed at the Case Review Meeting for this assistance and if appropriate an offer will be made to clients.

9.2 Approvals

9.2.1 Assistance³ is approved by the officers as set out in the report Delegated Authorities for Officers with Statutory Duties 2010 (and its successors).

9.3 Assistance Panel

9.3.1 The Assistance Panel consists of at least two of the following: Private Sector Team Leaders, Strategy and Development Manager, the Private Sector Housing and Regeneration Manager or the Assistant Director (Strategy and Renewal). Representations to the panel can be made by clients or by client advocates on behalf of their clients. Decisions will be reported back to the Assistant Director (Strategy and Renewal).

³ Other than Houseproud loans and CosyDevon which are administered by the Home Improvement Trust and Energy Action Devon respectively

9.3.2 The Assistance Panel may generally review the circumstances relating to the conditions, rejection, approval, payment or claim for repayment in respect of any application for Assistance. Exceptions to this are where (1) the matter refers to a Houseproud Loan⁴ or CosyDevon⁵ and (2) the matter is subject to a legislative requirement. In particular, it may:

- Consider applications where there are concerns as to whether assistance is the most appropriate course of action, including where there is insufficient equity to secure repayment of the assistance
- Consider applications from vulnerable people where there is no other source of funding available
- Increase the amount of assistance available in a particular case
- Consider increasing the amount of assistance where, in the course of the work, a defect is uncovered which must be remedied as part of making the dwelling decent
- In the case of Home Improvement Assistance, Discretionary Relocation Grant and Empty Property Renovation Loans - waive, or make a lesser demand for, the requirement to repay monies where the owner of the property has no (or limited) available equity when the property is sold or title transferred
- In the case of mandatory Disabled Facilities Grants – waive, or make a lesser demand for the requirement to repay monies where a portion of the grant is repayable
- Consider applications for carrying out the works on a “DIY” basis or where the applicant is the owner of a limited company
- Consider applications in respect of those residential premises which fall outside the definition of “dwelling”; this can include house boats and “mobile homes”
- Make decisions as to the best course of action where there are disputes relating to the payment of contractors.
- Consider situations where applicants die prior to the completion of works

⁴ Houseproud is funded and approved through the Home Improvement Trust (an external agency); the Council has no authority to intervene in these matters

⁵ CosyDevon is a partnership with an Energy Provider, again an external agency. The partnership agreement will have been agreed prior to the consideration of any particular case, and it may not be possible to alter the terms of this in respect of a particular client.

10 Consultation

10.1 Pre-policy consultation has been carried out with relevant stakeholders and organisations which included:

Age UK
Citizens Advice Bureau, Plymouth
Disability Advice Services Centre
Fata He
Plymouth Area Disability Action Network
Plymouth Guild of Volunteers
Race Equalities Council

10.2 The main issues raised as a result of these consultations are:

- Technical corrections
- Value for Money

10.3 In response to these concerns, we have:

- Made appropriate technical alterations
- Confirmed procurement methods

11 Equal Opportunities

11.1 The Council's policy is to treat all those that apply for assistance fairly and on an equitable basis founded on case by case needs assessment, regardless of gender, sexual orientation, marital status, race, nationality (including citizenship)⁶, disabilities or religious or political affiliation. The Council regularly monitors its applications for assistance to ensure that policies and procedures comply with current equal opportunities legislation.

11.2 An Equal Impact Assessment has been carried out and is available to the public via the Social Inclusion Unit.

⁶ (subject to Appendix B – General Conditions of Assistance, item 12 – Persons from abroad)

12 Complaints and Comments

- 12.1 Comments, complaints or suggestions about the Policy or any aspect of our work are welcomed. The Council's standard comments, complaints and appeals procedure will be followed. If you would like a copy of this, please contact us on Tel 01752 307075 or go to the website www.plymouth.gov.uk .
- 12.2 If a complaint is about a Freedom of Information request, you can complain to the Information Commissioner. www.informationcommissioner.gov.uk

13 Access to information and Data Protection

- 13.1 The information collected on the questionnaire, application form and supporting evidence from Plymouth City Council will be used to process applications for assistance. The information may be passed on to the Department of Work and Pensions and Inland Revenue as permitted by law.
- 13.2 The Council may also check the information provided by the applicant or information provided by a third party, with other information held by the Council.
- 13.3 The Council may also obtain information from certain third parties, or give information to them to check the accuracy of the information, to prevent or detect crime, or to protect public funds in other ways, as permitted by law. These third parties include Government Departments and other Local Authorities.
- 13.4 Personal information will not be disclosed about applicants to anyone outside Plymouth City Council nor will we use information about you for other purposes unless the law permits this.
- 13.5 Information may be used for statistical purpose. Such information will be displayed so that it can not be attributed to any person.
- 13.6 Plymouth City Council is the data controller for the purposes of the Data Protection Act 1998.

14 Review and Revision of this policy

- 14.1 This policy will be reviewed and revised when required.

Appendices

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Assistance Policy	I. Home Improvement Assistance
Purpose	<p>Home Improvement Assistance is used by Plymouth City Council to assist vulnerable homeowners in improving their housing conditions by removal of Category I hazards.</p> <p>Home Improvement Assistance is to reduce health inequalities in the most deprived neighbourhood areas.</p>
Eligibility	<p>The applicant must have an owner's interest (Annex I of Appendix C) in the dwelling.</p> <p>Home Improvement Assistance is only available in the neighbourhood areas and postcodes designated in Appendix K</p> <p>Property must fail the Decent Homes Standard due to having one or more hazards assessed as Category I within the Housing Health and Safety Rating System.</p> <p>The Council will only support Home Improvement Assistance where it considers this is reasonable.</p> <p>The applicant must also be in receipt of one or more of the principal income related or disability benefits which are recognised as part of Plymouth City Council's definition of 'vulnerable'. Where the owners are separately assessed for benefits, then all the applicants and owners must be in receipt of one or more of the relevant benefits.</p> <p>Assistance is limited to one application in any period of five years.</p>
Eligible Works	<p>Works to remove one, or more, of the Category I hazards present. Works are to be carried out to reduce the risk to health and safety as far as reasonably possible having regard to the circumstances.</p> <p>Assistance is available towards works to a house, flat or the relevant proportion of the common parts of the building for which the applicants are responsible.</p>

Financial Arrangements	<p>Home Improvement Assistance is a repayable grant. Repayment is due where the applicant(s):</p> <ul style="list-style-type: none"> ▪ transfer their property, within 15 years or ▪ move out of their property within 15 years. <p>Assistance is limited to £5000. This covers all self-contained flats and houses.</p> <p>Plymouth City Council’s repayable grants are secured on the householders’ house or flat by either a local land charge or legal charge. They are financed by Plymouth City Council.</p> <p>Interest may be charged if there is a breach of the conditions of the Assistance.</p>
Application	To Plymouth City Council.
Approvals	Plymouth City Council will issue a formal approval.
Clients’ Agent	Care and Repair (recommended)
Payment	Payment is made on (a) client approval of works and (b) Council approval of contractors’ invoices and (c) Council satisfaction of the completion of works. Payment is made to the contractors.
Main Conditions	<p>The property is to be both owned and occupied by the applicants for the period of 15 years.</p> <p>Assistance is secured with either a local land charge or legal charge against the property. This charge is only removed after 15 years, or when the repayable grant has been repaid, whichever is the soonest. The document “General Conditions for All Assistance Appendix B and Conditions Assistance Appendix C” apply to this assistance.</p>

Assistance Policy	2 Disabled Facilities Grant
Purpose	To provide adaptations to help disabled persons continue to occupy their homes
Eligibility(all criteria must be satisfied)	<p>The application must be supported by an Occupational Therapist's statement confirming that the works are necessary and appropriate.</p> <p>The works must refer to those items specified in the Housing Grants Construction and Regeneration Act 1996 (the 1996 Act) Section 23(1) as amended.</p> <p>The works must be reasonable and practicable as determined by the Technical Officer.</p>
Eligible Works	Works to relate to the 1996 Act Section 23(1) as set out in the statement of need.
Financial Arrangements	Subject to a test of resources that is used to calculate the applicants' contribution towards the cost to the work. There is a limit of £30,000 for the works (this includes any contribution which has to be paid by the applicant)
Application	Referral route may be via Adult Social Care, Children's Services, Private Occupational Therapist, NHS Occupational Therapist or any other Occupational Therapy Practitioner. Self referral will be accepted, however, the Council may require consultation with an Occupational Therapist.
Approvals	Plymouth City Council will issue a formal approval
Clients Agent	Care and Repair (recommended)
Payment	Payment is made on (a) client approval of works and (b) Council approval of contractors' invoices and (c) Council satisfaction of the completion of works. Payment is made to the contractor(s).

<p>Main Conditions</p>	<p>The Council will specify that specialist items of equipment may be removed from the property when these are no longer required by the disabled person.</p> <p>Where the property is sold, the Council may demand repayment of that portion of the grant that exceeds £5000 subject to a maximum repayment of £10,000. This amount is registered as a local land charge.</p> <p>The Council may demand repayment of (part of) the grant where the works relate to a claim for compensation and this claim is successful.</p> <p>Conditions of grant apply for 5 or 10 years (depending upon the value of works completed). These are secured by a local land charge.</p> <p>The document “General Conditions for All Assistance Appendix B” and “Conditions Assistance Appendix D” apply to this assistance</p>
<p>General Note</p>	<p>Most of the requirements of Mandatory Disabled Facilities Grants are controlled by the provisions of the Housing Grants, Construction and Regeneration Act 1996.</p>

Assistance Policy	3. Discretionary Relocation Grant
Purpose	To assist disabled people and families with disabled children to move to a home that better suits their needs.
Eligibility (all criteria must be satisfied)	<p>A discretionary relocation grant is available where the home of a disabled person, or family with a disabled child cannot be adapted either because the expense is prohibitive or the required changes are not feasible.</p> <p>The applicants propose to move to a home, within the area of Plymouth City Council, which:</p> <ul style="list-style-type: none"> ▪ is in a habitable condition and ▪ relocation is a more cost effective option (in terms of public funding) to meet the assessed need.
Eligible Expenditure	The grant is available for funding any gap in value between selling one property and purchasing a more suitable one. It can also be used to cover fees and legal expenses.
Financial Arrangements	The grant is for a maximum of £ 30,000.
Application	<p>An application will need to consist of:</p> <ul style="list-style-type: none"> • Application form • Confirmation of sale price • Confirmation of purchase price • Details of mortgage redemption cost (if any) • Details of new mortgage (if any) • Details of costs of fees etc. • All details to be confirmed by solicitor acting for sale/purchase
Approvals	By Plymouth City Council on recommendations from a case review meeting
Payment	Funds will be paid to a solicitor on exchange of contract so that they are available for completion

Main Conditions

The grant will be secured as a Legal Charge on the property for 15 years.

Specific conditions may be incorporated requiring the completion of works to make the property suitable for occupation by the disabled client. These works will:

- be identified by an Occupational Therapist's statement confirming that the works are necessary and appropriate **and**
- refer to those items specified in the Housing Grants Construction and Regeneration Act 1996 (the 1996 Act) Section 23(1) as amended.

Conditions of Assistance Appendix E applies

Assistance Policy	4 Empty Property Renovation Loans to Let
<p>Purpose</p>	<p>To assist owners of empty property to bring it up to at least decent homes standard suitable for inclusion on the Council’s HouseLet or EasyLet schemes.</p> <p>To maximise the use of the City’s existing housing stock.</p> <p>To improve the built environment and contribute to the regeneration of Plymouth.</p>
<p>Eligibility(all criteria must be satisfied)</p>	<p>The property must be empty⁷ and unsuitable for letting in its current condition.</p> <p>Preference is given to property that is;</p> <ol style="list-style-type: none"> 1 derelict or in serious disrepair 2 a nuisance and detrimental to nearby properties 3 an eyesore within the neighbourhood 4 a larger property that can be converted into numerous self-contained dwellings. <p>On completion of work all the dwellings must be suitable for immediate occupation</p> <p>The applicant must be the registered owner of the property at the time of approval. In the case of leasehold property, an unexpired term of at least 5 years must remain on the date when works are certified as complete.</p> <p>The application will be risk assessed to ensure the project likelihood of success and minimise the risk of non repayment of loan monies.</p> <p>The applicant must not own a portfolio of empty property for which he has no advanced plans to bring back into use⁸.</p>

⁷ Priority is given to those properties empty for over six months

⁸ The Empty Homes Manager must be satisfied that the plans stated will come to fruition.

<p>Eligible Works</p>	<p>On completion, the work must comply with the decent homes standard⁹ and any other criteria that may be required for inclusion on the HouseLet/EasyLet schemes.</p> <p>Works are limited to those within the property curtilage (unless they relate to essential services)</p>
<p>Financial Arrangements</p>	<p>Maximum assistance is £25,000 for each self contained unit of accommodation, or £75,000 for the building, whichever is of the lesser value. These maxima include VAT and fees.</p> <p>90% of the sum of the loan is paid to the applicant on approval, and the remaining 10% on completion of works.</p> <p>Repayment is by equal monthly payments over a term not exceeding 5 years. The loan is interest free unless there is a breach of conditions.</p> <p>Moneys are to be secured through a first or second legal charge on the property.</p>
<p>Application</p>	<p>Loans will be advertised within the PCC Empty Homes Delivery Plan and on the website and housing expos and via press releases.</p> <p>Loan Application forms are provided by the empty homes team and will form part of the application pack that will consist of;</p> <ol style="list-style-type: none"> 1. An application form 2. Confirmation of ownership of the property¹⁰ 3. A specification of planned works 4. A schedule of planned works with a clearly defined timeline¹¹

⁹ A outline of the Decent Homes Standard and HouseLet/EasyLet standards can be found in Appendix K. To find out more about the Decent Homes Standard go to the [Communities and Local Government](#) website.

¹⁰ Land registration certificate or solicitors confirmation of purchase

¹¹ PCC can provide assistance with this if required

	<ol style="list-style-type: none"> 5. Two itemised estimates of the cost of all the required works together with the cost of any associated fees e.g. structural engineer's fees. 6. Specialist reports, building consents, and plans where required 7. Signed authority to credit check the applicant 8. Bank details form (for bacs payment) 9. A cheque for the loan application fee (£250 each building plus £40 for any additional registered title) 10. Any other details or relevant consents the council has asked the applicant to provide at the enquiry stage.
Approvals	By Plymouth City Council Officers
Applicant's Agent	None
Payment	<p>The applicant must notify the Council of the intention to accept the loan within 6 weeks of formal approval.</p> <p>90% of the loan is paid to the applicant upon their acceptance of the formal offer of the loan.</p> <p>Final payment (10%) is made on (a) applicant's approval of works (b) Council approval of contractors' invoices and (c) Council satisfaction of the completion of works. Payment is made to the applicant</p>
Main Conditions	<p>The applicant must enter a HouseLet/ EasyLet Agreement equal to the repayment period of the loan.</p> <p>The applicant must not sell the property within the agreed letting period. In exceptional circumstances the Empty Homes Manager may approve the return of the property to the owner. The full amount of outstanding loan becomes repayable immediately upon cessation of the agreement.</p> <p>The loan and its conditions are registered as a Legal Charge with the Land Registry (or Companies House).</p>

Works must commence within six weeks of the release of loan monies and be completed within the date specified in the approval letter.

The dwelling/all dwellings in the property are to be let in accordance with the Council's HouseLet or EasyLet scheme. The specific scheme, and duration of the scheme, will be specified. In all cases the repayment period will be a maximum of five years.

Works are to be carried out in accordance with the scheme as approved

Breach of loan conditions will result in a demand for immediate payment. Interest will be charged at a rate of 8% compounded annually from the date of the demand.

Appendix F Applies.

Assistance Policy	5 Empty Property Renovation Loans to Sell
Purpose	<p>To remove Category I hazards to bring empty property up to a minimum of the decent homes standard¹² to sell in order to bring them back into use.</p> <p>To maximise the use of the City's existing housing stock.</p> <p>To improve the built environment and contribute to the regeneration of Plymouth.</p>
Eligibility(all criteria must be satisfied)	<p>The property must be empty¹³ and unsuitable for occupation in its current condition.</p> <p>Preference is given to property that is;</p> <ol style="list-style-type: none"> 1. derelict or in serious disrepair 2. a nuisance and detrimental to nearby properties 3. an eyesore within the neighbourhood 4. larger properties that can be converted into numerous self-contained dwellings. <p>On completion of work all the dwellings must be suitable for immediate occupation once sold.</p> <p>The applicant must be the registered owner of the property at the time of approval.</p> <p>The application will be risk assessed to ensure the project likelihood of success and minimise the risk of non repayment of loan monies.</p> <p>The applicant must not own a portfolio of empty property for which he has no advanced plans to bring back into use¹⁴.</p>

¹² A outline of the Decent Homes Standard can be found in Appendix K. To find out more about the Decent Homes Standard go to the [Communities and Local Government](#) website.

¹³ Priority will be given for property that has been empty for over six months

¹⁴ The Empty Homes Manager must be satisfied that the plans stated will come to fruition.

<p>Eligible Works</p>	<p>Work to remove Category I Hazards and prepare the property to a minimum of the decent homes standard in readiness for sale on the open market.</p> <p>Works are limited to those within the property curtilage (unless they relate to essential services)</p>
<p>Financial Arrangements</p>	<p>Maximum assistance is £25,000 for each self contained unit of accommodation, or £75,000 for the building, whichever is of the lesser value. These maxima include VAT and fees.</p> <p>90% of the sum of the loan is paid to the applicant on approval, and the remaining 10% on completion of works</p> <p>The loan will be repayable immediately upon completion of the sale. Should a completion of sale of the property not take place within 12 months of the date of practical completion interest will be charged on the outstanding balance of the loan at a rate of 8% compounded annually.¹⁵</p> <p>Moneys are to be secured through a first or second legal charge on the property.</p>
<p>Application</p>	<p>Loans will be advertised within the PCC Empty Homes Delivery Plan and on the website and housing expos and via press releases</p> <p>Loan Application forms are provided by the empty homes team and will form part of the application pack that will consist of;</p> <ol style="list-style-type: none"> 1. An application form 2. Confirmation of ownership of the property¹⁶ 3. A specification of planned works 4. A schedule of planned works with a clearly defined timeline¹⁷ 5. Two itemised estimates of the cost of all the required works together with the cost of any associated fees e.g. structural engineer's fees.

¹⁵ The amount of interest payable will be calculated and added to the capital value of the loan and will be payable in full once the sale is completed.

¹⁶ Land registration certificate or solicitors confirmation of purchase

¹⁷ PCC can provide assistance with this if required

	<ol style="list-style-type: none"> 6. Specialist reports, building consents, and plans where required 7. Signed authority to credit check the applicant 8. Bank details form (for bacs payment) 9. A cheque for the loan application fee (£250 each building plus £40 for any additional registered title) 10. Any other relevant consents/ details the council has asked the applicant to provide at the enquiry stage.
Approvals	By Plymouth City Council Officers
Applicant's Agent	None
Payment	<p>The applicant must notify the Council of the intention to accept loan within 6 weeks of formal approval.</p> <p>90% of the loan is paid to the applicant upon their acceptance of the formal offer of the loan.</p> <p>Final payment (10%) is made on (a) applicant's approval of works (b) Council approval of contractors' invoices and (c) Council satisfaction of the completion of works. Payment is made to the applicant</p>
Main Conditions	<p>The loan and its conditions are registered as a Legal Charge with the Land Registry (or Companies House).</p> <p>Works must commence within six weeks of the release of loan monies and be completed within the date specified.</p> <p>The dwelling/all dwellings in the property are to be sold within 12 months of completion and repayment made of the loan in full at that time.</p> <p>Works are to be carried out in accordance with the scheme as approved.</p> <p>Breach of loan conditions will result in a demand for immediate payment. Interest will be charged at a rate of 8% compounded annually from the date of the demand.</p> <p>Appendix G applies.</p>

Assistance Policy	6 Empty Property Renovation Loans to Occupy.
Purpose	<p>To remove Category I Hazards to bring empty property to a decent homes standard¹⁸ suitable for occupation by the applicant.</p> <p>The loan will increase the equity in the property to allow the owner occupy¹⁹ and mortgage it to repay the loan within three months of completion of the works.</p> <p>To maximise the use of the City’s existing housing stock.</p> <p>To improve the local environment and contribute to the regeneration of Plymouth.</p>
Eligibility(all criteria must be satisfied)	<p>The property must be empty²⁰ and unsuitable for occupation in its current condition.</p> <p>Preference is given to property that is;</p> <ol style="list-style-type: none"> 1. derelict or in serious disrepair 2. a nuisance and detrimental to nearby properties 3. an eyesore within the neighbourhood <p>On completion of the work all the dwellings must be suitable for immediate occupation</p> <p>The applicant must be the registered owner of the property at the time of approval.</p> <p>The application will be risk assessed to ensure the project’s likelihood of success and minimise the risk of non repayment of loan monies.</p>

¹⁸ An outline of the Decent Homes Standard can be found in Appendix K To find out more about the Decent Homes Standard go to the [Communities and Local Government](#) website.

¹⁹ N.B. This loan is not available to owners wanting to subdivide a property in order to let out part of it

²⁰ Priority will be given to property that has been empty for prolonged period periods of time

<p>Eligible Works</p>	<p>Works to remove Category I Hazards and make it suitable for the immediate sole occupation of the owner/s and their immediate family.</p> <p>Works are limited to those within the property curtilage (unless they relate to essential services)</p>
<p>Financial Arrangements</p>	<p>Maximum assistance is £25,000 for the building. This includes VAT and fees.</p> <p>90% of the sum of the loan is to paid to the applicant on approval and the remaining 10% on completion of works</p> <p>Repayment is to be within 3 months of completion of work. The loan is interest free unless there is a breach of conditions.</p> <p>Moneys are to be secured through a first or second legal charge on the property.</p>
<p>Application</p>	<p>When available loans will be advertised in the PCC Empty Homes Delivery Plan, on the website, at housing expos and via press releases.</p> <p>Loan Application forms are provided by the empty homes team and will form part of the application pack that will consist of;</p> <ol style="list-style-type: none"> 1. An application form 2. Confirmation of ownership of the property²¹ 3. A specification of planned works 4. A schedule of planned works with a clearly defined timeline²² 5. Two itemised estimates of the cost of all the required works together with the cost of any associated fees e.g. structural engineer's fees. 6. Specialist reports, building consents, and plans where required 7. Signed authority to credit check the applicant 8. Bank details form (for bacs payment) 9. A cheque for the loan application fee (£250 the property) <p>Any other relevant consents/details the council has asked the applicant to provide at the enquiry stage.</p>

²¹ Land registration certificate or solicitors confirmation of purchase

²² PCC can provide assistance with this if required

Approvals	By Plymouth City Council Officers
Applicant's Agent	None
Payment	<p>The applicant must notify the Council of the intention to accept loan within 6 weeks of formal approval.</p> <p>90% of the loan is paid to the applicant upon their acceptance of the formal offer of the loan.</p> <p>Final payment (10%) is made on (a) applicant's approval of works (b) Council approval of contractors' invoices and (c) Council satisfaction of the completion of works. Payment is made to the applicant</p>
Main Conditions	<p>The loan and its conditions are registered as a Legal Charge with the Land Registry (or Companies House).</p> <p>Works must commence within six weeks of the release of loan monies and be completed within the date specified.</p> <p>Works are to be carried out in accordance with the scheme as approved.</p> <p>The property must be occupied by the owner within one month of completion of works</p> <p>The loan must be repaid within 3 months of completion of works.</p> <p>Breach of loan conditions will result in a demand for immediate payment. Interest will be charged at a rate of 8% compounded annually from the date of the demand.</p> <p>Appendix H applies.</p>

Assistance Policy	7. Healthy Homes Grant
Purpose	To assist those residents having a medical condition exacerbated by living in cold and/or damp conditions.
Eligibility	<ol style="list-style-type: none"> 1. Must be an owner occupier and 2. Must NOT qualify for a government Warm Front Grant and 3. Must have a cold related illness as assessed by use of a Health and Housing Questionnaire (Appendix J) which is assessed as over 22 points. <p>Additional criteria for heating element:</p> <ol style="list-style-type: none"> 4. In respect of a cold related illness the minimum score is over 30 points and 5. Minimum age of health affected client is 50 years and 6. Owners must have savings of less than £8000 (collectively)
Eligible Works	<p>Loft insulation (and associated access and lagging works) where 100mm or less.</p> <p>Cavity wall insulation</p> <p>Mechanical ventilation</p> <p>Efficient heating system appropriate to property</p>
Financial Arrangements	<p>Insulation</p> <p>Grants are available up to a maximum of £250 for loft insulation, and £250 for cavity wall insulation. The referral is passed by PCC to an insulation contractor (Miller Pattison) who liaise directly with client and directly invoice PCC on completion.</p> <p>Ventilation works</p> <p>Grants of up to £300 (each) are available towards the cost of purchasing and fitting an extractor fan in either the bathroom and/or kitchen. The client is provided with a schedule of works prepared by PCC.</p> <p>Heating</p> <p>Grants are available up to a maximum of £3,200 for a new gas central heating system (with a maximum of five radiators) or a replacement boiler . Connection to the gas mains can be considered. Care and Repair obtain quotes from their approved list of heating contractors.</p>
Application	Directly to Plymouth City Council (Home Energy Team) or indirectly through call centre (provided by Energy Saving Trust) or Care and Repair.
Approvals	Plymouth City Council

Client's Agent	Care and Repair for heating works. Care and Repair may act as client's agent in other cases.
Payment	<p>In respect of major works: Payment is made on (a) client approval of works and (b) council approval of satisfactory invoices and (c) council satisfaction of the completion of works. Payment is made to the contractor(s).</p> <p>For works of ventilation and insulation, payment is made to the contractor on receipt of invoice.</p>
Main Conditions	Contractors specified for heating and insulation works. Payment made direct to contractor(s) Conditions set out in Appendix B apply

Assistance Policy	8. Cosy Devon
Purpose	To maximise the uptake of energy efficiency measures in Plymouth leading to reduced energy consumption, reduced carbon emissions, increased comfort and increased disposable income.
Eligibility	Dwelling must be occupied by the owner or a private tenant.
Eligible Works	Loft and cavity wall insulation together with associated works such as provision of core vents, loft-hatch enlargement and scaffolding. Provision of other energy efficiency and renewable energy measures as determined by the local authorities in the partnership and agreed with the energy company funding partner.
Financial Arrangements	Plymouth City Council provides a subsidy to CosyDevon which represents about 16% of the actual cost of operating the scheme in the city. This subsidy makes a contribution to operational costs, marketing and customer price. The PCC subsidy is paid in tranches to Energy Action Devon on the basis of commitments, which is determined largely by customers applying to the scheme but also by the target number of measures we expect to achieve in any given period. For each customer the contractor (appointed by EAD) will invoice the energy company funding partner, the customer and EAD as appropriate.
Application	To Energy Action Devon via the call centre (0800 512012); by post (completion of a paper form with prepaid postage) or by internet (online application form).
Approvals	Approvals are not required as everyone qualifies under rules established by Ofgem for the Department of Energy and Climate Change. EAD and contractors determine eligibility under the various headings, such as 'Super Priority Group' and 'Able to Pay'.
Payment	<p>Payment is made to Energy Action Devon in tranches (see above). EAD provide monthly schedules of households benefiting from measures subsidised by the council.</p> <p>The subsidies are granted under part 1- section 2 of the Local Government Act 2000. This gives the local authority the power to do anything which achieves promotion of economic, social, and environmental well being in the area, or to residents within the area.</p>

Conditions	Applicants must reside in Plymouth and have any necessary consents for the works to be carried out. These may include consents from a landlord, freeholder, mortgagee or holder of a restrictive covenant.
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Assistance Policy	9. Houseproud Loan
Purpose	This is a privately financed loan available to assist people over 60 years old and/or those living with a disabled person to improve their homes.
Eligibility	Available to clients aged over 60 and those with registered disabled persons living in their households
Eligible Works	Generally works of home improvement, repair and adaptation to suit needs of disabled and elderly clients and to make the property decent and free from category I hazards.
Financial Arrangements	<p>Funding source is Dudley Building Society.</p> <p>This is an equity release loan; the maximum sum is determined by the level of equity and actuarial life expectancy of the owners.</p> <p>Repayment may be by monthly payment of loan and capital, or monthly repayment of interest only, or roll up of capital and accumulated interest on disposal of property.</p> <p>Interest is at commercial rates but may be subject to Department of Works and Pensions interest relief. This will depend upon (a) whether client receives appropriate benefits (b) whether works are eligible and (c) whether interest is payable in the course of the loan (DWP relief is not available for roll up loans)</p> <p>The loan is subject to valuation and arrangement fees of (currently) £620²³ (£ 685²⁴ including chancel check) payable by the borrower. It may be possible to include this fee within the loan. This fee is subject to change and may be different to that specified above at time of approval.</p>
Application	To Home Improvement Trust

²³ These are fees set by the Home Improvement Trust and revised by them on a regular basis.

²⁴ These are fees set by the Home Improvement Trust and revised by them on a regular basis.

Clients' agent	Normally Care and Repair
Approvals	Dudley Building Society issues a formal mortgage offer
Payment	<p>Payment is made on (a) client approval of works and (b) presentation of contractors' invoices</p> <p>Payment is made (with the applicants agreement) to the builder through a solicitor's account</p>
Main Conditions	<p>Conditions as per loan agreement issued by the Dudley Building Society. These include:</p> <ul style="list-style-type: none"> ▪ The loan is to be registered as a Legal Charge (and first charge) ▪ There is a penalty if the loan is repaid in the first year ▪ Loan is repayable on sale of the property regardless of any repayment schedule agreed.
General Note	Further information is available on request from Plymouth City Council or the Home Improvement Trust

APPENDIX B

General Requirements of Assistance

In accordance with the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002

The following paragraphs give details on the way the Council will approve public funding for the improvement of property through:

- *Home Improvement Assistance*
- *Disabled Facilities Grant (excluding paragraph 9)*
- *Healthy Homes Grant (excluding paragraphs 16-24 in respect of insulation works)*

They set out general requirements which must be met before moneys can be approved. These paragraphs also provide advice to applicants on their contractual relationship with their chosen builder(s).

Loans approved by the Home Improvement Trust are not publicly funded; however clients may find the contents of paragraphs 16 -24 helpful.

*Expressions that have specific legal definitions are displayed in **bold** text, and their meaning is given in detail in Annexes that follow.*

INTRODUCTION

1. Works must not be started before you receive a formal notification of the approval of financial assistance. If you do commence work, then those works will be excluded from any financial assistance. The Council may also reject your application.
2. Nothing in this document is to be interpreted as committing the Council to the approval, or payment, of assistance towards works to your property.
3. Nothing in this policy is to require the consideration of an application for financial assistance where:
 - There is an excessive risk to the health and safety of Council staff, agents, contractors or other persons or
 - There are any indications that there is a fraudulent element to the application or
 - There are outstanding monies owed to the Council (other than by way of an agreed mortgage where the repayment schedule has been maintained) or
 - The applicants fail to co-operate with the Council (or other persons) in their reasonable requirements to enable this application to be considered (or to be considered in the context of delivering the assistance programme to other clients) or

- There are other difficulties whereby the approval of an application for financial assistance is unlikely to result in the completion of the works or their completion to the appropriate standard.

Decisions regarding these matters are to be referred to the Assistance Panel.

4. Financial assistance will only be available within the budgets approved by the Council for this purpose.
5. The Council will only approve financial assistance where it considers this is reasonable. The technique of “the most appropriate course of action” may be used as a part of the assessment of whether the improvement of the property is reasonable in the circumstances. This technique combines:
 - a financial examination of the costs and benefits of carrying out the works
 - an analysis of how the options for the property will best meet the needs and wishes of the **owners** and occupiers and
 - an assessment of how the options will meet the needs of the area as a whole.

In some cases improvement may not be appropriate; this can occur where:

- the cost of works is excessive,
- the property will remain unsuitable for the client’s occupation, or
- it is unlikely that financial assistance would be repaid in the event of a breach of the conditions.

(this list is not exhaustive)

6. In some cases the cost of carrying out works in accordance with the Council’s schedules may exceed the amount of financial assistance available. In such cases the applicants will be expected to provide the extra finance to meet this standard.

GENERAL REQUIREMENTS

7. Application for assistance must be made on the form approved by the Council for the purpose. It must include all other information that the Council may require. This information must be complete and accurate in all respects. In circumstances where a person is unable to complete the standard application form, appropriate assistance will be made available.
8. The applicants are to have obtained the necessary consents to carry out the works. These include those that may be required by a restrictive covenant, mortgagee or other **owner** (e.g. freeholder) of the property.
9. The applicants must be **owners** holding title to the **dwelling** (or in the case of an application relating to the **common parts** of the building, the dwelling within that building). In the case of a dwelling/property held on a long lease the unexpired term must be sufficient to comply with the specific conditions of assistance applicable.

10. The Council will not approve assistance for works that should be the subject of either an insurance claim under a policy valid at the time of the occurrence of the insurable incident nor that which forms part of a relevant claim for compensation. The existence of such a relevant pending or current claim, of which the Council was unaware at the time assistance was granted, will result in a breach of conditions and any payment made may be required to be repaid.
11. Assistance is also not normally available for:
- Cosmetic repairs e.g. redecoration, minor plasterwork etc.
 - Repair or replacement of domestic appliances, e.g. cookers, gas fires, light fittings etc
 - Repairs to garden buildings and structures, detached garages, outbuildings and sheds, etc.
 - Deliberate damage by the owner or occupier
 - Works already completed
 - Do it yourself works.
12. The Council will not pay assistance to someone who is a “person from abroad” within the meaning of regulation 7A of the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971 as amended). This applies to applicants who have limited leave to remain in the United Kingdom under Home Office immigration procedures.
13. The applicant(s) must be over the age of 18.
14. The applicants will not do or allow anything to be done that might adversely affect the health and safety of the contractor, his employees, Council officers or other persons engaged in the processing of the application and improvement of the property.

FRAUD AND INCORRECT APPLICATION DETAILS

15. If the Council discovers that the details of the application are incorrect, misleading, or that the quotations have been subject to collusion, or that any other attempt has been made to defraud the Council, then the approval may be cancelled, any payments made may become repayable (together with interest) and, in appropriate cases, the matter may be referred to the police for prosecution.

QUOTATIONS AND CONTRACTORS

16. The contractors must have public liability insurance for a minimum of £2,000,000.

17. Quotations must be supplied by bona fide contractors with the application.
 - a. Total cost of eligible work less than £5,000 – 1 quote required
 - b. Total cost of eligible work between £5001 to £75,000 – 3 quotes required
 - c. Total cost of eligible work in excess of £75,001 – formal tender required.
 - d. No quotations are required where work is carried out through schedule of rates (Managed by Care & Repair)

The above rules are regardless of number of applications for each property.

18. The above documents must be dated by the contractor, and must show the contractor's name, business address, VAT reference (where applicable) and telephone number. The document is to be an original, not a photocopy or other reproduction. Electronic receipt of the documents is acceptable.
19. Each contractor quoting for the works must be unaware of the details of his competitor(s) or their quotes.
20. The works are to be carried out by one or more of the Contractors whose quotations were submitted to the Council for approval.
21. None of the assisted works may be carried out by the applicants or a member of the applicants' **family**. Accordingly, none of the contractors quoting for the works may be related to the applicants (or be the applicants themselves).
22. In accepting a quotation from a contractor, the applicants become party to a legal contract to pay for the works carried out. The applicants must ensure that they have adequate funds to pay for the costs of any works that are not fully covered by the assistance offered by the Council. In addition, the applicants should ensure that they have sufficient funds available to meet any unforeseen works. If for any reason the Council withdraws its offer of financial assistance, the applicants remain bound by their contract with the contractor, and are liable to any costs incurred by the contractor.
23. The applicants are advised to enter into a written contract setting out the details of the works to be carried out, their start and completion date, payments and other conditions.
24. If the applicants have difficulty in assessing whether the works have been completed properly, they are advised to employ an agent to ensure that all the works have been carried out to a satisfactory standard. The Council or its agents will carry out some checks, but these will be limited to the need to (a) take reasonable steps to ensure that public funds have not been improperly spent and (b) gather statistical information.

WORKS

25. Financial assistance is given only in respect of items in the list of eligible works that appear in the Schedule of Works prepared and approved by the Council's Technical Officers.
26. The schedule may include items that are not fully assisted. Where it does, these works must be carried out, at the applicants' (partial) expense, prior to the final payment.
27. Unforeseen works may be identified whilst the scheduled works are being carried out. Where these works are necessary to reach the standards set out in the Assistance Policy, then these works must be carried out, regardless of whether or not they can be aided. Such additional works will be considered to be a part of the schedule described in paragraphs 25 and 26 above. In some situations, the Council may determine that the schedule of works should be reduced. In such cases the schedule described in paragraphs 25 and 26 above will be modified accordingly.
28. Where the applicants authorise the contractor to carry out additional works, they are liable for the cost incurred by the contractor. The Council must give written consent prior to carrying out such works if these are to be assisted.

APPROVAL OF ASSISTANCE

29. Approval of assistance will be based on the reasonable cost of carrying out the eligible works specified. This may be less than the value of the lowest quotation.
30. The approval may include legal costs (for example, the placing of a formal legal charge on the property) and the costs of specialist surveys required to identify the extent of works. Where this is the case, these will be identified in the approval document.

APPENDIX C

Conditions of Assistance

In accordance with the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002

Home Improvement Assistance

*The following paragraphs are explanatory notes of the general requirements of assistance. Expressions that have specific legal definitions are displayed in **bold** text, and their meaning is given in detail in Annex 1. Annexes 2 and 3 set out, in legal language, the specific conditions that apply once any payment has been made.*

CARRYING OUT WORKS

1. All the works must be carried out by the contractors whose quotations were submitted to the Council prior to approval.
2. The timescales for start and completion of the works referred to in the assistance approval letter must be adhered to. If the works are not completed within the stated period, approval will be cancelled and any payments made must be repaid by the applicants at this time.
3. All works must be completed, whether or not financially aided, to a standard acceptable to the Council and in accordance with the specification. Where works have not been so completed, final payment cannot be made, the approval will be cancelled and any payment made recovered.
4. The technical officer must have access to inspect all works as he/she may require (as far as reasonably possible) (a) to ensure that public funds have not been improperly spent and (b) to gather statistical information. This relates to all works whether assisted or otherwise.
5. Where the contractor, in carrying out the works, identifies the existence of other defects (or unforeseen factors that affect the works) at the property, he/she is to notify the client and technical officer of their presence.
6. All works are to be carried out in accordance with the requirements of the Health and Safety at Work Act 1974, Building Regulations, Planning and Listed Building requirements, highways consents and all other legislation appropriate to the nature of the work.

PAYMENT OF ASSISTANCE

7. Where unforeseen works are identified, financial assistance may be available towards the cost of the additional works as set out in the provisional sums and contingency sums included in the approval. The extent of any additional financial assistance will be determined in accordance with the Assistance Policy. Where the Council has determined that the schedule of works should be reduced, then the financial assistance may be reduced accordingly.
8. Payment will not be made until the applicants have paid their portion (if any) of the cost of the works completed.
9. The grant will be paid to the contractor on completion of the works.
10. Payment is to be made on presentation of a satisfactory invoice. The invoice must be dated by the contractor, and must show the contractor's name, business address, VAT reference (where applicable) and telephone number. The document is to be an original, not a photocopy or other reproduction. Electronic receipt of the documents is acceptable.
11. Payment will only be made upon receipt of the applicant's confirmation of the satisfactory completion of works.
12. Generally, interim payments will not be made. However, where a number of contractors are carrying out works at the property, individual contractors may be fully paid on completion of their portion of the works.

APPLICANTS BECOMING INELIGIBLE FOR ASSISTANCE

13. Where, prior to the completion of the works, the applicants become (or are found to be) ineligible for assistance through the change of **ownership** or occupation of the property, or for any other reason, any approval may be cancelled and any payments made may become repayable.

LAND CHARGES

14. The assistance conditions made through this scheme are registered as either a local land charge or legal charges from the first date of payment of grant until the end of the condition period.

OWNERSHIP AND OCCUPANCY CONDITIONS

15. The following conditions commence from the date of payment of the grant to the end of the **period of conditions** as set out in the **Occupation Certificate**. The period of conditions ends either when:
- there is a **relevant disposal** of the property or
 - the applicants no longer reside in the dwelling or
 - 15 years have elapsed from the **certified date**
- whichever is the soonest.
16. The full sum of the grant is repayable if the period of conditions ends within 15 years of the **certified date**.
17. The applicants are to provide information as to the ownership and occupation of the property as and when required by the Council. This information is to be provided within 21 days of the date of the request being made.
18. The applicants shall notify the Council of their intention to dispose of the property prior to the completion of the sale, and shall provide any such information of the proposed disposal as the Council may reasonably require in connection with the proposed disposal.
19. The applicants are to ensure that suitable buildings insurance cover is provided.
20. The **dwelling** (to which the application relates) is to be occupied by the applicants in accordance with the **Occupation Certificate** given in the application form.
21. Where an insurance payment or other form of compensation is made in respect of the works that have been carried out under the assistance scheme, the applicants are to notify the Council of this payment. The Council will require repayment of the sum approved for the completion of the works subject to the compensation/insurance payment. The Council will require the applicants to provide any information it may reasonably require in connection with such a claim.

Repayment on breach of conditions

22. Following a breach of conditions (paragraphs 1 to 21) the responsibility for repayment of the grant, together with interest, rests with the **owners** of the property for the time being.

23. Where interest is demanded, as a result of failure to repay the grant or on breach of any condition, the rate to be used is 8% compounded annually. This will be calculated from the date of demand for payment until all moneys have been repaid.

Repayment of grant for other reasons

24. The applicants may repay the grant prior to disposal of the property. The sum repayable will be calculated as in paragraphs 22 and 23 above, and on payment, all conditions cease to have effect.

ANNEX I

Definitions

“Certified Date” means the date certified by the Council as the date on which the execution of the eligible works is completed to its satisfaction.

“Common Parts” (in connection with a house converted into, or a building constructed as, flats) includes the structure and exterior of the buildings and common facilities provided, whether in the building or elsewhere, for persons who include the occupiers of one or more flats in the building.

“Dwelling” means a building or part of a building occupied or intended to be occupied as a separate dwelling, together with any yard, garden or outhouses belonging to it.

It includes that portion of the **“Common Parts”** (if any) for which the applicants are responsible in relation to the dwelling.

“Family” (members of their family) means a blood relative, partner or relative by marriage, adoption or civil partnership.

“Occupation Certificate” means the part of the application form that sets out the conditions for the ownership and occupation of the dwelling, or where the application refers to the common parts of the property, the dwelling within the building as well as the building.

“Owner” or “Owner’s Interest” means anyone who has in relation to any premises,

- an estate in fee simple absolute in possession or
- a term of years absolute of which not less than 15 years remains unexpired at the date of application.

For a long lease the unexpired term must be sufficient to comply with the specific conditions of assistance applicable.

“Period of Conditions” or “Conditions Period” means the period of conditions as set out in the Occupation Certificate of the application form. This time period varies with the specific assistance being approved.

“Relevant Disposal” is defined in this context as a conveyance of a housing contract e.g. freehold conveyance. This is defined in greater detail in Annex 2.

Annex 2

“Assistance Conditions”

1 Conditions of Ownership

(1) It is a condition of assistance that if the applicant makes a relevant disposal -

- (a) of the whole or part of the building to which the application relates
- (b) after any instalment of assistance has been paid, and
- (c) before the certified date,

he shall repay to the Council on demand the amount of assistance that has been paid.

(2) It is a condition of assistance that if the applicant makes a relevant disposal -

- (a) of the whole or part of the building to which the application relates
- (b) on or after the certified date, and
- (c) before the end of the condition period,

he shall repay to the Council on demand the amount of assistance that has been paid.

(3) A condition under this section is either a local land charge or legal charge. It is binding on any person who is for the time being a successor in title to the interest in the building by virtue of which the applicant made his application.

(4) In the event of a breach of a condition under this section, the owner for the time being of the dwelling shall on demand repay to the Council the amount of the assistance.

(5) In the event of a breach of (4) above, the owner for the time being of the dwelling shall repay to the Council the sum of the assistance, together with compound interest at 8% per annum, calculated from the date of the demand until full payment has been made.

2 Conditions of Occupation

(1) Where an application for assistance was accompanied by an occupation certificate in respect of any dwelling, it is a condition of the assistance that throughout the condition period the dwelling(s) is (are) occupied in accordance with the intention stated in the certificate.

(2) It is also a condition of assistance that if at any time when that condition is in force the authority serve notice on the owner of the dwelling requiring him to do so, he will within the period of 21 days beginning with the date on which the notice was served furnish to the authority a statement showing how that condition is being fulfilled.

(3) A condition under this section is either a local land charge or legal charge. It is binding on any person who is for the time being an owner of the dwelling.

(4) In the event of a breach of a condition under this section, the owner for the time being of the dwelling shall on demand repay to the Council the amount of the assistance.

(5) In the event of a breach of (4) above, the owner for the time being of the dwelling shall repay to the Council the sum of the assistance, together with compound interest at 8% per annum, calculated from the date of the demand until full payment has been made.

3 Relevant Disposal

(1) A disposal is a relevant disposal for these purposes if it is-

- (a) a conveyance of the freehold or an assignment of the lease, or
- (b) the grant of a lease (other than a mortgage term) for a term of more than 21 years otherwise than at a rack rent.

(2) For the purposes of subsection (1) (b) it shall be assumed-

- (a) that any option to renew or extend a lease or sub-lease, whether or not forming part of a series of options, is exercised, and
- (b) that any option to terminate a lease or sub-lease is not exercised.

(3) The grant of an option enabling a person to call for a relevant disposal shall be treated as such a disposal made to him.

4 Termination of Conditions by Repayment of Assistance Prior to Any Breach of Conditions

If at any time while a condition remains in force with respect to a dwelling, house or building any person pays the amount of the assistance to Plymouth City Council, that condition and any other conditions shall cease to be in force with respect to that dwelling, house or building.

Annex 3

Conditions as to repayment in case of compensation.

(1) Where Plymouth City Council approve an application for a grant they impose a condition requiring the applicant to take reasonable steps to pursue any relevant claim to which this section applies and to repay the grant, so far as appropriate, out of the proceeds of such a claim.

(2) The claims to which this section applies are—

- (a) an insurance claim, or a legal claim against another person, in respect of damage to the premises to which the grant relates, or
- (b) a legal claim for damages in which the cost of the works to premises to which the grant relates is part of the claim;

and a claim is a relevant claim to the extent that works to make good the damage mentioned in paragraph (a) , or the cost of which is claimed as mentioned in paragraph (b) , are works to which the grant relates.

(3) In the event of a breach of a condition under this section, the applicant shall on demand pay to Plymouth City Council the amount of the grant so far as relating to any such works, together with compound interest as from such date as may be prescribed by or determined calculated at such reasonable rate as the authority may determine and with yearly rests. This is currently 8%.

APPENDIX D

Conditions of Assistance

**The Housing Grants, Construction and Regeneration Act 1996
The Housing Renewal Main Grants (Recovery of Compensation)
General Consent 1996
The Housing Renewals Grants (Additional Conditions)(England)
General Consent 1996
The Housing Grants, Construction and Regeneration Act 1996:
Disabled Facilities Grant (Conditions relating to approval for
payment of Grant) General Consent 2008**

Disabled Facilities Grants

*The following paragraphs are explanatory notes of the general requirements of assistance. Expressions that have specific legal definitions are displayed in **bold** text, and their meaning is given in greater detail in Annex 1. Annexes 2, 3, 4 and 5 set out, in legal language, the specific conditions which apply after approval.*

CARRYING OUT WORKS

- 1 All the works must be carried out by the contractors whose quotations were submitted to the Council prior to approval.
- 2 The timescales for start and completion of the works referred to in the assistance approval letter must be adhered to. If the works are not completed within the stated period, approval will be cancelled and any payments made must be repaid by the applicant.
- 3 All works must be completed, whether or not financially aided, to a standard acceptable to the Council and in accordance with the specification. Where works have not been so completed, final payment cannot be made, the approval will be cancelled and any payment made recovered.
- 4 The technical officer must have access to inspect all works as he/she may require (as far as reasonably possible) (a) to ensure that public funds have not been improperly spent and (b) to gather statistical information. This relates to all works whether assisted or otherwise.
- 5 Where the contractor, in carrying out the works, identifies the existence of other defects (or unforeseen factors that affect the works) at the property, he/she is to notify the client and technical officer of their presence.

- 6 All works are to be carried out in accordance with the requirements of the Health and Safety at Work Act 1974, Building Regulations, Planning and Listed Building requirements, highways consents and all other legislation appropriate to the nature of the work.

PAYMENT OF ASSISTANCE

- 7 Where unforeseen works are identified financial assistance may be available towards the cost of the additional works. The extent of any additional financial assistance will be determined in accordance with the Assistance Policy. Where the Council has determined that the schedule of works should be reduced, then the financial assistance may be reduced accordingly.
- 8 Payment will not be made until the applicants have paid their portion (if any) of the cost of the works completed.
- 9 Grant payments will be paid direct to the contractors carrying out the works.
- 10 Payment is to be made on presentation of a satisfactory invoice. The invoice must be dated by the contractor, and must show the contractor's name, business address, VAT reference (where applicable) and telephone number. The document is to be an original, not a photocopy or other reproduction. Electronic receipt of the documents is acceptable.
- 11 Payment will be made upon receipt of the applicant's confirmation of the satisfactory completion of works.
- 12 Generally interim payments will not be made unless they are of a value of more than £5000.
- 13 The total value of interim payments payable must not exceed 75% of the value of the works carried out.
- 14 However, where a number of contractors are carrying out works at the property, individual contractors may be fully paid on completion of their portion of the works.

APPLICANTS BECOMING INELIGIBLE FOR ASSISTANCE

- 15 Where, prior to the completion of the works, the applicants becomes (or are found to be) ineligible for assistance through the change of **ownership** or occupation of the property, or the circumstances of the disabled person, or for any other reason, any approval may be cancelled and any payments made may become repayable.

LAND CHARGES

- 16 Where the applicants have an owner's interest, the assistance conditions made through this scheme will be registered as a Local Land Charge from the first date of payment of grant to the end of the condition period

OWNERSHIP AND OCCUPANCY CONDITIONS

- 17 The following conditions last for the **period of conditions** as set out in the **Occupation Certificate** of the application form, commencing with the **certified date**. This period is 5 years (where the grant is £5000 or less) or 10 years (in other cases).
- 18 Where the applicants have an owner's interest in the property specified in the application (i.e. the house or the **dwelling** within the building) are to be owned in accordance with the **Occupation Certificate** given in the application form. Where there is a **relevant disposal** of part or all of the property within 10 years of the date of completion the Council may demand repayment of that portion of the grant which exceeds £5000 subject to a maximum repayment of £10,000. Full details of this condition are set out in Annex 4
- 19 Where part of the grant aided works includes the installation of equipment conditions 20 and 21 apply.
- 20 The grant approval document may specify items of equipment that, should the disabled occupier(s) no longer require, may be removed by the Council. The applicants must provide access to the Council for inspection and removal should it wish to do so. Full details of this condition are set out in Annex 5.
- 21 The applicants must inform the Council if and as soon as the specified equipment is no longer needed. Full details of this condition are set out in Annex 5.
- 22 Where an insurance payment or other form of compensation is made in respect of the works that have been carried out under the assistance scheme, the applicants are to notify the Council of this payment. The Council will require repayment of the sum approved for the completion of the works subject to the compensation/insurance payment. The Council will require you to provide any information it may reasonably require in connection with such a claim. Full details of this condition are set out in Annex 3.

BREACH OF CONDITIONS

- 23 Where the applicants have an owner's interest, following a breach of conditions (paragraphs 1 to 22) the responsibility for repayment of the assistance given, together with any interest, rests with the **owner** of the property for the time being.
- 24 Where the applicants have a tenant's interest, following a breach of conditions (paragraphs 1 to 22) the responsibility for repayment of the assistance given, together with any interest, remains with them.
- 25 Where interest is demanded following a breach of any condition, the rate to be used is 8% compounded annually. This will be calculated from the date of demand for payment until all moneys have been repaid.

Repayment of grant for other reasons

- 26 The applicants may repay the grant before the end of the **period of conditions**. The sum repayable will be calculated as in 25 above, and on payment all conditions cease to have effect.

ANNEX I

Definitions

“Certified Date” means the date certified by the Council as the date on which the execution of the eligible works is completed to its satisfaction.

“Common Parts” (in connection with a house converted into, or a building constructed as, flats) includes the structure and exterior of the buildings and common facilities provided, whether in the building or elsewhere, for persons who include the occupiers of one or more flats in the building.

“Dwelling” means a building or part of a building occupied or intended to be occupied as a separate dwelling, together with any yard, garden or outhouses belonging to it.

It includes that portion of the **“Common Parts”** (if any) for which the applicants are responsible in relation to the dwelling.

“Family” (members of their family) means a blood relative, partner or relative by marriage, adoption or civil partnership.

“Occupation Certificate” means the part of the application form that sets out the conditions for the ownership and occupation of the dwelling, or where the application refers to the common parts of the property, the dwelling(s) within the building as well as the building.

“Owner” or “Owner’s Interest” means anyone who has in relation to any premises, an estate in fee simple absolute in possession, or (in the case of long leaseholders) a term of years absolute of which not less than five years*/10years** remain unexpired at the date of the application, whether this interest is held alone or jointly with others.

* 5 years where the grant is £5000 or less

** 10 years where the grant is greater than £5000

“Period of Conditions” or “Conditions Period” means the period of conditions as set out in the Occupation Certificate of the application form. This time period varies with the specific assistance being approved.

Annex 2

The Housing Grants, Construction and Regeneration Act 1996

“Assistance Conditions”

s.40. Applicant ceasing to be entitled before payment of grant

(1) This section applies where an application for a grant is approved but before the certified date the applicant ceases to be a person entitled to a grant [...].

In the case of a joint application this section does not apply unless all the applicants cease to be so entitled.

(2) Where this section applies—

In the case of a joint application this section does not apply unless all the applicants cease to be so entitled.

(2) Where this section applies—

[a) no grant shall be paid or, as the case may be, no further instalments shall be paid, and

[b) the authority may demand that any instalment of the grant which has been paid be repaid forthwith, together with interest from the date on which it was paid until repayment, at such reasonable rate as the authority may determine.

(3) [...]

(4) For the purposes of this section an applicant ceases to be a person entitled to a [...] grant—

(a) in the case of an owner's application—

(i) if he ceases to have a qualifying owner's interest, or

(ii) if he ceases to have the intention specified in the owner's certificate which accompanied the application;

(b) in the case of a tenant's application—

(i) if he ceases to be a qualifying tenant of the dwelling, or

(ii) if the application was accompanied by an owner's certificate and the landlord ceases to have the intention specified in the certificate.

But if the case falls within section 41 (change of circumstances affecting disabled occupant), the authority shall act under that section.

(7) This section has effect subject to section 56 (provisions relating to death of applicant).

s.41. Change of circumstances affecting disabled occupant

(1) This section applies where an application for a [...] grant has been approved and before the the certified date—

- (a) the works cease to be necessary or appropriate to meet the needs of the disabled occupant, or
- (b) the disabled occupant ceases to occupy the dwelling [qualifying houseboat, [[caravan]]] or flat concerned or it ceases to be the intention that he should occupy it, or
- (c) the disabled occupant dies.

Where the application related to more than one disabled occupant, this section applies if any of paragraphs (a) to (c) applies in relation to any of them.

(2) This section applies whether or not the disabled occupant (or any of them) is the applicant (or one of them).

3) Where this section applies the local housing authority may take such action as appears to them appropriate and may decide—

- (a) that no grant shall be paid or, as the case may be, no further instalments shall be paid,
- (b) that the relevant works or some of them should be completed and the grant or an appropriate proportion of it paid, or
- (c) that the application should be redetermined in the light of the new circumstances.

(4) In making their decision the authority shall have regard to all the circumstances of the case.

(5) If the authority decide that no grant shall be paid or that no further instalments shall be paid, they may demand that any instalment of the grant which has been paid be repaid forthwith, together with interest from the date on which it was paid until repayment, at such reasonable rate as the authority may determine.

s.42. Cases in which grants may be re-calculated, withheld or repaid

(1) This section applies where an application for a grant has been approved by the local housing authority and—

- (a) the authority ascertain that the amount was determined under section 30 or 31 on the basis of inaccurate or incomplete information and exceeds that to which the applicant was entitled;
- (b) the authority ascertain that without their knowledge the eligible works were started before the application was approved;
- (c) the eligible works are not completed to the satisfaction of the authority within the period specified under section 37(1), or such extended period as they may allow under that provision;
- (d) the authority ascertain that the aggregate of the cost of completing the eligible works and the costs incurred with respect to preliminary or ancillary services and charges, is or is likely to be lower than the estimated expense; or

(e) the authority ascertain that without their knowledge the eligible works were carried out otherwise than as required by section 38 (conditions as to contractors employed).

- (2) Where this section applies, the authority may—
- (a) refuse to pay the grant or any further instalment of grant which remains to be paid, or
 - (b) make a reduction in the grant which, in a case falling within subsection (1)(d), is to be a reduction proportionate to the reduction in the estimated expense; and they may demand repayment by the applicant forthwith, in whole or part, of the grant or any instalment of the grant paid, together with interest at such reasonable rate as the authority may determine from the date of payment until repayment.

s.43. Repayment where applicant not entitled to grant

(1) This section applies where an application for a grant is approved but it subsequently appears to the local housing authority that the applicant (or, in the case of a joint application, any of the applicants) was not, at the time the application was approved, entitled to a grant [...].

- (2) Where this section applies—
- [(a) no grant shall be paid or, as the case may be, no further instalments shall be paid, and
 - (b)] the authority may demand that any grant which has been paid be repaid forthwith, together with interest from the date on which it was paid until repayment, at such reasonable rate as the authority may determine.

(3) [...]

(4) For the purposes of this section an applicant is not entitled to a [...] grant—

- (a) in the case of an owner's application—
 - (i) if he does not have a qualifying owner's interest, or
 - (ii) if he does not have the intention specified in the owner's certificate which accompanied the application; or
- (b) in the case of a tenant's application—
 - (i) if he is not a qualifying tenant of the dwelling, or
 - (ii) if the application was accompanied by an owner's certificate and the landlord does not have the intention specified in the certificate; or
- (c) in the case of an occupier's application, if he does not have the intention specified in the occupier's certificate which accompanied the application.]

(5) [...]

s.44. Grant conditions: introductory

(1) [Sections 51 and 52] have effect with respect to the conditions to be observed where an application for a grant has been approved by a local housing authority. In this Chapter a “grant condition” means a condition having effect in accordance with [either] of those sections.

(2) Except as otherwise provided—

(a) [...]

(b) [...]

(c) a grant condition imposed under section 52 (power to impose other conditions with consent of Secretary of State) has effect for such period as may be specified in, or in accordance with, the Secretary of State’s consent.

(3) In this Chapter—

(a) the “grant condition period” means the period of five years, or such other period as the Secretary of State may by order specify or as may be imposed by the local housing authority with the consent of the Secretary of State, beginning with the certified date; and

(b) the “certified date” means the date certified by the local housing authority as the date on which the execution of the eligible works is completed to their satisfaction.

(4) A local housing authority may not impose any condition requiring a grant to be repaid except in accordance with [sections 51 and 52].

This applies whether the condition purports to operate as a condition of the grant, as a personal covenant or otherwise.

s.51. Conditions as to repayment in case of other compensation, &c

(1) Where a local housing authority approve an application for a grant they may, with the consent of the Secretary of State, impose a condition requiring the applicant to take reasonable steps to pursue any relevant claim to which this section applies and to repay the grant, so far as appropriate, out of the proceeds of such a claim.

(2) The claims to which this section applies are—

(a) an insurance claim, or a legal claim against another person, in respect of damage to the premises to which the grant relates, or

(b) a legal claim for damages in which the cost of the works to premises to which the grant relates is part of the claim;

and a claim is a relevant claim to the extent that works to make good the damage mentioned in paragraph (a), or the cost of which is claimed as mentioned in paragraph (b), are works to which the grant relates.

(3) In the event of a breach of a condition under this section, the applicant shall on demand pay to the local housing authority the amount of the grant so far as relating to any such works, together with compound interest as from such date as may be prescribed by or determined in accordance with the regulations, calculated at such reasonable rate as the authority may determine and with yearly rests.

(4) The local housing authority may determine not to make such a demand or to demand a lesser amount.

s.52. Power to impose other conditions with consent of Secretary of State

(1) Where a local housing authority approve an application for a grant they may, with the consent of the Secretary of State, impose such conditions as they think fit—

(a) relating to things done or omitted before the certified date and requiring the repayment to the local housing authority on demand of any instalments of grant paid, or

(b) relating to things done or omitted on or after that date and requiring the payment to the local housing authority on demand of a sum equal to the amount of the grant paid;

and, in either case, that amount may be required to be paid together with compound interest on that amount as from the date of payment, calculated at such reasonable rate as the authority may determine and with yearly rests.

(2) A condition under this section is a local land charge and is binding on—

(a) any person who is for the time being an owner of the dwelling, [...] or building, and

(b) such other persons (if any) as the authority may, with the consent of the Secretary of State, specify.

(3) [...]

(4) Where the authority have the right to demand repayment of an amount as mentioned in subsection (1), they may determine not to demand payment or to demand a lesser amount.

(5) Any conditions imposed under this section are in addition to the conditions provided for by [section 51].

s.55. Cessation of conditions on repayment of grant, &c

(1) If at any time while a grant condition remains in force with respect to a dwelling, [...] or building—

(a) the owner of the dwelling, [...] or building to which the condition relates pays the amount of the grant to the local housing authority by whom the grant was made,

(b) a mortgagee of the interest of the owner in that dwelling, [...] or building being a mortgagee entitled to exercise a power of sale, makes such a payment,

(c) the local housing authority determine not to demand repayment on the breach of a grant condition, or

(d) the authority demand repayment in whole or in part on the breach of a grant condition and that demand is satisfied,

that grant condition and any other grant conditions shall cease to be in force with respect to that dwelling, [...] or building.

(2) [...]

- (3) An amount paid by a mortgagee under subsection (1)(b) above shall be treated as part of the sums secured by the mortgage and may be discharged accordingly.
- (4) The purposes authorised for the application of capital money by—
- (a) section 73 of the Settled Land Act 1925,
 - (b) that section as applied by section 28 of the Law of Property Act 1925 in relation to trusts for sale, and
 - (c) section 26 of the Universities and College Estates Act 1925,
- include the making of payments under this section.

s.56. Provisions relating to death of applicant

- (1) References in this Chapter to the applicant, in relation to a grant or an application for a grant, shall be construed in relation to any time after his death as a reference to his personal representatives.
- (2) Where the applicant dies after liability has been incurred for any preliminary or ancillary services or charges, the local housing authority may, if they think fit, pay grant in respect of some or all of those matters.
- (3) Where the applicant dies after the relevant works have been begun and before the certified date, the local housing authority may, if they think fit, pay grant in respect of some or all of the works already carried out and other relevant works covered by the application.
- (4) Nothing in this section shall be construed as preventing the provisions as to grant conditions applying in relation to any payment of grant under subsection (2) or (3).

Annex 3

The Housing Renewal Main Grants (Recovery of Compensation) General Consent 1996

Conditions as to repayment in case of compensation.

(1) Where Plymouth City Council approve an application for a grant they impose a condition requiring the applicant to take reasonable steps to pursue any relevant claim to which this section applies and to repay the grant, so far as appropriate, out of the proceeds of such a claim.

(2) The claims to which this section applies are—

(a) an insurance claim, or a legal claim against another person, in respect of damage to the premises to which the grant relates, or

(b) a legal claim for damages in which the cost of the works to premises to which the grant relates is part of the claim;

and a claim is a relevant claim to the extent that works to make good the damage mentioned in paragraph (a) , or the cost of which is claimed as mentioned in paragraph (b) , are works to which the grant relates.

(3) In the event of a breach of a condition under this section, the applicant shall on demand pay to Plymouth City Council the amount of the grant so far as relating to any such works, together with compound interest as from such date as may be prescribed by or determined calculated at such reasonable rate as the authority may determine and with yearly rests²⁵.

²⁵ This refers to the payment of compound interest, currently at 8%.

Annex 4

The Housing Grants, Construction and Regeneration Act 1996: Disabled Facilities Grant (Conditions relating to approval for payment of Grant) General Consent 2008

Repayment of Part of Disabled Facilities Grant

(1) Where —

- (a) a local housing authority approves an application for a grant under Part I of the Act;
- (b) the grant is for a sum exceeding £5,000; and
- (c) the applicant (“the recipient”) has a qualifying owner’s interest in the premises on which the relevant works are to be carried out,

the local housing authority imposes the condition contained in paragraph (2).

(2) The local housing authority may demand the repayment by the recipient of such part of the grant that exceeds £5000 (but may not demand an amount in excess of £10,000) if—

- (a) 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; and
- (b) the local housing authority, having considered—
 - (i) the extent to which the recipient of the grant would suffer financial hardship were he to be required to repay all or any of the grant;
 - (ii) whether the disposal of the premises is to enable the recipient of the grant to take up employment, or to change the location of his employment;
 - (iii) whether the disposal is made for reasons connected with the physical or mental health or well being of the recipient of the grant or of a disabled occupant of the premises; and
 - (iv) whether the disposal is made to enable the recipient of the grant to live with, or near, any person who is disabled or infirm and in need of care, which the recipient of the grant is intending to provide, or who is intending to provide care of which the recipient of the grant is in need by reason of disability or infirmity,is satisfied that it is reasonable in all the circumstances to require the repayment.

(3).The conditions in paragraph 2 are local land charges and are binding on any person who is for the time being an owner of the dwelling or building.

Annex 5

The Housing Renewals Grants (Additional Conditions)(England) General Consent 1996

Recovery of Specialised Equipment

1 Where an application for disabled facilities grant has been approved under section 23(1) and the eligible works consist of or include the installation in the property of specialised equipment for the disabled occupant(s), the applicant shall notify the authority if and as soon as the equipment is no longer needed.

2 For the purposes of this condition;

- (a) the authority shall, on approving the application, specify in writing the equipment to which this condition is to apply and the period (being a reasonable condition period for the equipment in question) during which it is to apply, and shall serve on the applicant a copy of such written specification; and
- (b) the authority, or the social services authority on their behalf, shall be entitled, upon reasonable prior notice given to the applicant either following the giving of notification under sub-paragraph (1) or at any time during the condition period specified under paragraph (a), to inspect the equipment and, subject to complying with sub- paragraph 3, to remove it.

3 The authority agrees, within a reasonable time following and inspection of the equipment,

- (a) to notify the applicant in writing whether the equipment is to be removed; and
- (b) if the equipment is to be removed, to remove it or arrange for it to be removed and forthwith to make good any damage caused to the property by its removal.

4 The authority further agrees, where the applicant has contributed to the cost of carrying out the eligible works, to pay to him, within a reasonable time of the removal of the equipment, the reasonable current value of its original cost which represents the proportion of his contribution to the cost of carrying out the eligible works.

5 For the purposes of sub-paragraph 4 the reasonable current value of the equipment shall be its value at the time of removal from the property.

6 Subject to the authority giving prior written notice in accordance with sub-paragraph (2)(b) or, as the case may be, (3)(a), the applicant agrees to afford, or use his best endeavours to arrange for the affording or, reasonable access to the property to the authority for the purposes of inspection and removal of the equipment.

7 In the event of a breach of any of the conditions set out above, the authority may demand repayment from the applicant of a sum equal to the amount of the grant paid and the same shall become repayable to the authority in accordance with Section 52 of the Act.²⁶

²⁶ This includes reference to compound interest (currently at 8%)

APPENDIX E

Conditions of Assistance

In accordance with the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002

Discretionary Relocation Grant

The following paragraphs give details on the way the Council will approve public funding for Discretionary Relocation Grants; they set out general conditions which must be met prior before and after moneys are approved.

*Expressions that have specific legal definitions are displayed in **bold** text, and their meaning is given in detail in Annex 1.*

INTRODUCTION

- 1 Nothing in this document is to be interpreted as committing the Council to the approval, or payment, of assistance towards works to your property.
- 2 Nothing in this policy is to require the consideration of an application for financial assistance where:
 - There is an excessive risk to the health and safety of Council staff, agents, or other persons or
 - There are any indications that there is a fraudulent element to the application or
 - There are outstanding monies owed to the Council (other than by way of an agreed mortgage where the repayment schedule has been maintained) or
 - The applicants fail to co-operate with the Council (or other persons) in their reasonable requirements to enable this application to be considered (or to be considered in the context of delivering the assistance programme to other clients) or
 - There are other difficulties whereby the approval of an application for financial assistance is unlikely to result in the relocation to an appropriate property.

Decisions regarding these matters are to be referred to the Assistance Panel.

- 3 Financial assistance will only be available within the budgets approved by the Council for this purpose.
- 4 The Council will only approve Discretionary Relocation Grant where it considers this is reasonable. The criteria are:

- That the applicant(s) would qualify for Mandatory Disabled Facilities Grant would it have been reasonable and practicable to carry out the works at their current home
- That moving to another property is a more practical and cost effective method of meeting the disabled client's needs
- The grant is only available for relocation within Plymouth.

GENERAL REQUIREMENTS

- 5 Application for assistance must be made on the form approved by the Council for the purpose. It must include all other information that the Council may require. This information must be complete and accurate in all respects. In circumstances where a person is unable to complete the standard application form, appropriate assistance will be made available.
- 6 The applicants are to have obtained the necessary consents to carry out any works which may be necessary to adapt the new property to meet the disabled client's needs. These include those that may be required by a restrictive covenant, mortgagee or other **owner** (e.g. freeholder) of the property.
- 7 The applicants will be **owners** holding title to of the new property (or in the case of an application relating to the **common parts** of the building, the dwelling within that building). In the case of a dwelling/property held on a long lease the unexpired term must be at least 15 years from the date of completion of purchase.
- 8 The Council will not pay assistance if the incident that gave rise to the disability leads to a successful claim for compensation.
- 9 The Council will not pay assistance to someone who is a "person from abroad" within the meaning of regulation 7A of the Housing Benefit (General) Regulations 1987 (S.I. 1987/1971 as amended). This applies to applicants who have limited leave to remain in the United Kingdom under Home Office immigration procedures.
- 10 The applicants must be over the age of 18.
- 11 The applicants will not do or allow anything to be done that might adversely affect the health and safety Council officers or other persons engaged in the processing of the application.

FRAUD

- 12 If the Council discovers that the details of the application are misleading, or that any other attempt has been made to defraud the Council, then the approval will be cancelled, any payments made will become repayable (together with interest) and the matter referred to the police for prosecution.

APPROVAL OF ASSISTANCE

- 13 Approval of assistance will be based upon the difference in value between the applicants' current home and the proposed property, together with legal fees, valuation fees, estate agent's fees and stamp duty, subject to the grant maximum.
- 14 The approval will be specific to the purchase of the property to which it relates.

*The following paragraphs are explanatory notes of the general requirements of assistance. Expressions that have specific legal definitions are displayed in **bold** text, and their meaning is given in greater detail in Annex 1. Annexes 2 and 3, set out, in legal language, the specific conditions which apply once the relevant works have been completed.*

PAYMENT OF ASSISTANCE

- 15 The timescales for the completion of the purchase (as referred to in the assistance approval letter) must be adhered to. If the purchase is not completed within the stated period, the approval will be cancelled.
- 16 Payment will be made to the applicant's solicitor on exchange of contracts and prior to the completion of the purchase.
- 17 Payment is conditional on the grant moneys being utilised for the purchase and associated costs as set out in the approval notice.
- 18 The applicant's solicitor will provide the Council with a statement of account on completion of purchase.

APPLICANTS BECOMING INELIGIBLE FOR ASSISTANCE

- 19 Where, prior to the completion of the sale, the applicants becomes ineligible for assistance any approval may be cancelled.

LEGAL CHARGE

- 20 The grant will be registered as a Legal Charge from the date of completion of purchase to the end of the condition period.

OWNERSHIP AND OCCUPANCY CONDITIONS

- 21 The following conditions last for the **period of conditions** as set out in the **Occupation Certificate** of the application form, commencing with the date of completion of purchase. This period is 15 years.

- 22 The house or the **dwelling** within the building are to be owned in accordance with the **Occupation Certificate** given in the application form. Where there is a **relevant disposal** of part or all of the property within 15 years of the date of completion of purchase the Council may demand repayment of the grant in full.
- 23 The disabled client is to reside in the dwelling in accordance with the Occupation Certificate. Where the client leaves the dwelling within 15 years of the date of completion of purchase the Council may demand repayment of the grant in full.
- 24 This following paragraph applies where the incident that gave rise to the disability leads to a successful claim for compensation.
- 25 The applicant(s) are to notify the Council of this payment. The Council will require repayment of the sum paid under the Discretionary Relocation Grant. The Council will require you to provide any information it may reasonably require in connection with such a claim. Full details of this condition are set out in Annex 3.
- 26 The applicant(s) must carry out any works specified in the approval document (being works required to meet the needs of the disabled client) within the timescale stated.

BREACH OF CONDITIONS

- 27 Following a breach of conditions (paragraphs 19 and 21 to 26) the responsibility for repayment of the assistance given, together with any interest, rests with the applicant(s).
- 28 Where interest is demanded following a breach of any condition, the rate to be used is 8% compounded annually. This will be calculated from the date of demand for payment until all moneys have been repaid.

Repayment of grant for other reasons

- 29 The applicants may repay the grant before the end of the **period of conditions**. The sum repayable will be calculated as in 27 above, and on payment all conditions cease to have effect.

ANNEX I

Definitions

“Common Parts” (in connection with a house converted into, or a building constructed as, flats) includes the structure and exterior of the buildings and common facilities provided, whether in the building or elsewhere, for persons who include the occupiers of one or more flats in the building.

“Dwelling” means a building or part of a building occupied or intended to be occupied as a separate dwelling, together with any yard, garden or outhouses belonging to it.

It includes that portion of the **“Common Parts”** (if any) for which the applicants are responsible in relation to the dwelling.

“Occupation Certificate” means the part of the application form that sets out the conditions for the ownership and occupation of the dwelling, or where the application refers to the common parts of the property, the dwelling(s) within the building as well as the building.

“Owner” or “Owner’s Interest” means anyone who will have in relation to any premises, an estate in fee simple absolute in possession, or (in the case of long leaseholders) a term of years absolute of which not less than 15 years remain unexpired at the date of the application, whether this interest is held alone or jointly with others.

“Period of Conditions” or “Conditions Period” means the period of conditions as set out in the Occupation Certificate of the application form.

“Relevant Disposal” is defined in this context as a conveyance of a housing contract e.g. freehold conveyance. This is defined in greater detail in Annex 2.

Annex 2

“Assistance Conditions”

I Conditions of Ownership

(1) It is a condition of assistance that if the applicant makes a relevant disposal -

(a) of the whole or part of the building to which the application relates

(b) on or after the certified date, and

(c) before the end of the condition period,

he shall repay to the Council on demand the amount of assistance that has been paid.

(2) A condition under this section is a legal charge.

(3) In the event of a breach of a condition under this section, the applicant(s) shall on demand repay to the Council the amount of the assistance, together with compound interest on that amount as from the date of disposal,, calculated at such reasonable rate as the authority may determine and with yearly rests²⁷.

2 Conditions of Occupation

(1) Where an application for assistance was accompanied by an occupation certificate in respect of any dwelling, it is a condition of the assistance that throughout the condition period the dwelling is occupied in accordance with the intention stated in the certificate.

(2) It is also a condition of assistance that if at any time when that condition is in force the authority serve notice on the owner of the dwelling requiring him to do so, he will within the period of 21 days beginning with the date on which the notice was served furnish to the authority a statement showing how that condition is being fulfilled.

(3) A condition under this section is a legal charge.

(4) In the event of a breach of a condition under this section, the owner for the time being of the dwelling shall on demand repay to the Council the amount of the assistance, together with compound interest on that amount as from the date of breach of the condition, calculated at such reasonable rate as the authority may determine and with yearly rests.

²⁷ Currently 8% compound interest

3 Relevant Disposal

(1) A disposal is a relevant disposal for these purposes if it is-

- (a) a conveyance of the freehold or an assignment of the lease, or
- (b) the grant of a lease (other than a mortgage term) for a term of more than 21 years otherwise than at a rack rent.

(2) For the purposes of subsection (1) (b) it shall be assumed-

- (a) that any option to renew or extend a lease or sub-lease, whether or not forming part of a series of options, is exercised, and
- (b) that any option to terminate a lease or sub-lease is not exercised.

(3) The grant of an option enabling a person to call for a relevant disposal shall be treated as such a disposal made to him.

5 Termination of Conditions by Repayment of Assistance

If at any time while a condition remains in force with respect to a dwelling, house or building any person pays the amount of the assistance (together with any interest accrued) to Plymouth City Council, that condition and any other conditions shall cease to be in force with respect to that dwelling.

Annex 3

Conditions as to repayment in case of compensation.

(1) Where Plymouth City Council approve an application for a grant they impose a condition requiring the applicant to take reasonable steps to pursue any relevant claim to which this section applies and to repay the grant, so far as appropriate, out of the proceeds of such a claim.

(2) The claims to which this section applies are—

- (a) an insurance claim, or a legal claim against another person, in respect of damage to the premises to which the grant relates, or
- (b) a legal claim for damages in which the cost of the works to premises to which the grant relates is part of the claim;

and a claim is a relevant claim to the extent that works to make good the damage mentioned in paragraph (a) , or the cost of which is claimed as mentioned in paragraph (b) , are works to which the grant relates.

(3) In the event of a breach of a condition under this section, the applicant shall on demand pay to Plymouth City Council the amount of the grant so far as relating to any such works, together with compound interest as from such date as may be prescribed by or determined calculated at such reasonable rate as the authority may determine and with yearly rests²⁸.

²⁸ Currently 8% compound interest, which may be charged from the date of payment

APPENDIX F

Empty Property Renovation Loan to Let

In accordance with the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002

1.0 INTRODUCTION

This appendix provides details of the Empty Property Renovation Loans Scheme that has been developed to provide interest free loans to owners and prospective owners of empty property.

The scheme is designed to provide financial assistance to enable owners to bring their empty property up to a standard so it can be returned to use to meet housing need.

It sets out how the loan scheme will operate, what is required of applicants and the conditions that will be attached to the loans (the conditions are set out in the loan partnership agreement, Appendix L

It is designed to reduce the number of non-decent housing lying empty due to owners' lack of funds to renovate them.

Any offer of a loan will not be guaranteed until the owner has been sent a formal approval from Plymouth City Council.

2.0 THE SCHEME

2.1 Purpose

To renovate an empty dwelling to the Decent Homes Standard (as a minimum) and remove Category I Hazards, so that it is suitable to let via the Council's EasyLet or HouseLet Schemes.

To convert an empty non domestic building into one or more residential units to meet the Decent Homes Standard, so that it is suitable to let via the Council's EasyLet or HouseLet Schemes.

2.2 Eligible works

To be eligible works, the works must on completion;

- Result in the completed dwellings being suitable for immediate occupation
- Comply with all relevant building consents, and
- Achieve the Decent Homes Standard and any additional standards required for inclusion on the EasyLet/HouseLet schemes, details of which are set out in Appendix K

A schedule of works will be agreed with the applicant prior to the offer of any loan.

Any costs, which would be eligible for assistance under an insurance claim or third party claim, will not attract loan assistance. In exceptional cases a loan may be given on condition it is repaid out of the proceeds of any future claim. Works outside the curtilage of the property are not eligible for assistance unless they relate to the provision of essential services such as water, gas or electricity.

2.3 Marketing the loans

The loans are limited and when available will be advertised in the Plymouth City Council Empty Homes Delivery Plan, on the council's website and via housing expos and press releases.

2.4 Buildings not eligible for empty homes loans

- houseboats and caravans.
- Sheds outhouses and extensions such as conservatories
- Buildings not suitable for conversion to habitable dwellings.

3.0 Application process

A loan application form is provided by the empty homes team and will form part of the application pack that will consist of;

1. An application form
2. Confirmation of ownership of the property²⁹
3. A specification of planned works
4. A schedule of planned works with a clearly defined timeline³⁰
5. Two itemised estimates of the cost of all the required works together with the cost of any associated fees e.g. structural engineer's fees.
6. Specialist reports, building consents, and plans where required
7. Signed authority to credit check the applicant
8. Bank details form (for bacs payment)
9. A cheque for the loan application fee (£250 each building plus £40 for any additional registered title)
10. Any other details or relevant consents the council has asked the applicant to provide at the enquiry stage.

²⁹ Land registration certificate or solicitors confirmation of purchase

³⁰ PCC can provide assistance with this if required

4.0 LOAN SECURITY

In order to secure a loan, all applicants will be required to agree to a legal charge being placed on the property that is subject to the loan application. Agreement may be made in exceptional circumstances to accept a charge on an alternative property.³¹

All legal charges must be either first or second charges³². Third or subsequent charges will not be accepted. Where it has been agreed to accept a legal charge on an alternative property, not the subject of the loan application, the alternative property must be located in the City of Plymouth council tax area.

A property offered as security for the loan will require a valuation survey prior to the advance of any loan. This valuation must be undertaken by an independent Council approved surveyor³³.

Where the property, which is to be offered as security for the loan, already has a charge registered against it, written confirmation from the existing charge holder, confirming their agreement to a further charge being placed on the property, will be required.

The Council will charge the applicant a fee of £250 for the administering the loan application and registering the legal charge. In the case of conversions into flats a further fee of £40 is charged for registering each additional title. All the above charges are payable at the application stage and the application will not be accepted without receipt of the fees.

³¹ This will generally only be available to those applying for an Empty Property Renovation Loan to Occupy to enable improvement works in order to meet mortgage offer conditions and requirements

³² Whereby Plymouth City Council receives confirmation from the first charge holder that it consents to a second charge

³³ The cost of this can be added to the loan

5.0 LOAN RISK ASSESSMENT

All applications for a loan will be subject to a risk assessment³⁴ that will form part of any decision to approve a loan. Details as to how this assessment will be undertaken are set out under point 16. An application deemed to be in the high-risk category will not be approved.

6.0 NOTIFICATION OF LOAN APPROVAL

The applicant will be notified in writing whether the application for assistance is approved or refused. The notification will be provided as soon as reasonably practicable and in any case within ten weeks from receipt of a completed application.

The approval will specify the amount of loan and the repayment period. The offer of a loan will remain open for 6 weeks from the date of the loan approval notification letter.

The amount of loan will be based on the lowest estimate received. However, if Plymouth City Council finds the cost of the estimates to be excessive the loan amount will be determined by the Council based on what it considers to be the reasonable costs for the schedule of works³⁵.

On confirmation that the owner has accepted the formal offer of a loan Plymouth City Council's legal department will draw up two sets of the Loan Facility Agreement and Legal Charge documents. The Empty Homes Manager at Plymouth City Council will issue these to the applicant. If the Applicant wants to proceed with the loan they must complete and return both sets of documents to PCC within six weeks.

³⁴ Details of the risk assessment can be found in Appendix I

³⁵ Based upon the Homes and Communities Agency build cost per square metre; current at the time of submission of the application.

On receipt of the documents Plymouth City Council's legal department will apply to the Plymouth Land Registry to register the legal charge against the property. Where the applicant is a Company, the Council will also apply to Companies House for registration of the charge.

On confirmation that the Legal Charge(s) have been registered, the Plymouth City Council Empty Homes Manager will instruct Plymouth City Council finance department to release the loan monies by BACS payment³⁶. This is expected to be no more than 14 days after the registration of the Legal Charge(s).

In the case where an applicant ceases to be the owner of the property for which they require a loan or it appears to Plymouth City Council that the applicant was not at the time of the approval of the loan, the registered owner the entitlement to a loan will be cancelled and no payment will be made.

Loans are not transferable either between applicants or properties.

7.0 AMOUNT OF ASSISTANCE

Up to £25,000 per unit of accommodation is available to a maximum of £75,000 per property.

For example a:

- 2-bedroom family home would be eligible for a loan of up to £25,000. (Classed as 1 unit)
- House converted into 2 self contained flats would be eligible for a loan of up to £50,000.

³⁶ Ten percent of the total amount of the agreed loan will be retained until all loan conditions have been met and original completion certificates in respect of the renovation have been received by Plymouth City Council. These will be photocopied for its files and the originals returned to the owner on release of the final payment.

- Large house converted into 3 self contained flats would be eligible for up to £75,000. £75,000 being the maximum loan available for any one property.

The above amounts are inclusive of all on costs including value-added tax and fees.

If Plymouth City Council is satisfied that owing to circumstances beyond the control of the applicant the work has increased in cost due to unforeseen works, the loan may be increased subject to the loan maximum and submission of estimates.

An appropriate estimate must support any request for any loan increase.

8.0 SUPERVISION OF WORKS

The renovation works must start on site within 6 weeks of the date of the release of the loan. If the work does not start on site by this date then in accordance with the loan conditions, a breach of conditions will have occurred and Plymouth City Council may demand immediate repayment of the loan and interest.

The building contract will be between the applicant and the chosen contractor and will not include Plymouth City Council. An officer from Plymouth City Council or an agent acting on its behalf will check the works to ensure they are carried out according to the specification of work and in accordance with the Decent Homes Standard and good building practice. However, Plymouth City Council or its officers or its agents acting on its behalf will not be liable for any poor workmanship nor will they provide any guarantee.

Where appropriate, applicants will be recommended to employ their own surveyor whose fees are eligible for loan assistance, subject to the loan maximums. Responsibility for supervision of the works will rest with the applicant. Any works that have not been completed to an acceptable standard will be the responsibility of the applicant.

On completion of the works the applicant will notify Plymouth City Council that the property is ready for inspection and prove that the repair and renovation of the property complies with the;

- Decent Homes Standard and any additional standards required for inclusion on the EasyLet/HouseLet schemes
- Conditions of the loan offer and estimates
- Agreed schedule of works and specification of works
- Current Building Regulations
- Current Gas and Electrical safety standards by providing to the council for inspection original copies of the safety certificates, guarantees and test certificates.

9.0 REFUSAL OF LOAN

Where an application for a loan is refused the applicant will be notified of the reasons for refusal in writing.

If an applicant disagrees with the reasons for refusal, an appeal may be made in writing to the Housing Strategy and Development Manager, stating the reasons why the applicant disagrees. This appeal should be made within 14 days of receipt of the refusal letter.

The Assistance Panel will consider the appeal and the applicant will be notified of its decision in writing.

10.0 REPAYMENT OF THE LOAN

All loans paid under this scheme will be repayable within the specified time as set out in the conditions of the individual Loan Agreement.

The loan is repayable over a maximum of five years³⁷, unless there is an earlier disposal of the property. To receive a loan the owner would be required to agree to the payments set out in the table (Table I).³⁸.

Table I

Loan Amount	Payment pcm over 12 Mths	Payment pcm over 24 Mths	Payment pcm over 36 Mths	Payment pcm over 48 Mths	Repayment pcm over 60 Mths
£5,000.00	£416.67	Not available	Not available	Not available	Not available
£10,000.00	£833.33	£416.67	Not available	Not available	Not available
£15,000.00	£1,250.00	£625.00	£416.67	£312.50	Not available
£20,000.00	£1,666.67	£833.33	£555.56	£416.67	£333.33
£25,000.00	£2,083.33	£1,041.67	£694.44	£520.83	£416.67
£50,000.00	£4166.67	£2083.33	£1388.89	£1041.67	£833.33
£75,000.00	£6250.00	£3125.00	£2083.33	£1562.50	£1250.00

Where the property is to be converted into units and there is a disposal of one or more units (prior to the fixed dates set out in the terms of the Loan Agreement), then on each such disposal of a unit, the applicant must repay the percentage of the loan outstanding on the unit sold.

Example;

Mr Smith borrows £75,000 to renovate a large house and convert it into three flats. Upon entering into the loan agreement with Plymouth City Council, Mr Smith intends to let the flats out to tenants once the works are completed. The works complete on 1 July 2011 and soon afterwards Mr Smith begins to let all the flats out to tenants. However, after a while, Mr Smith decides that he no longer wants to let out all of the flats. Therefore, he sells one of the flats on 1 February 2012 for £85,000. On that date Mr Smith must repay £22,500

³⁷ The term of the loan is dependent upon a HouseLet or EasyLet Agreement being in place subject to the same period as the loan.

³⁸ Payments made in respect of repayment of the loan is ring-fenced and used to offer further empty home loans as and when the receipt of funds has built up to a level to facilitate further offers.

This is calculated as follows:

Initial loan	£75,000.00	
Repayments made	£7,500.00	(6 payments of £1250.00)
Balance of Debt	£67,500.00	
Repayment due	£22,500.00	(one third of debt repayable as one third of Flats being disposed of)

11.0 LOAN INTEREST

The applicant will benefit from an interest free loan, providing there is no default or breach of conditions of the loan. If a default in conditions occurs interest will be charged on the outstanding balance of the whole loan from the date of the demand at a rate set at 8% compounded annually.

Where any sum is required to be paid, but is not repaid in accordance with the loan conditions, a breach of conditions will have occurred and Plymouth City Council may demand immediate repayment of the loan and interest.

12.0 REPAYMENT UPON BREACH OF CONDITIONS

In the case of a breach of loan conditions any outstanding loan becomes repayable immediately to Plymouth City Council. A demand for repayment will be made and interest will be charged on the outstanding balance of the whole loan from the date of the demand at a rate set at 8% compounded annually.

If the owner has not entered into an EasyLet/ HouseLet Agreement with Plymouth City Council within one week of practical completion of the works the final payment will not be released and a breach of loan conditions will be considered to have occurred.

13.0 SECOND LOANS

Where a person has received a loan, second or subsequent loans may be permitted in respect of another property subject to the condition that no applicant may hold loans awarded through the Plymouth City Council's Empty Homes Loan Scheme, to a value greater than £75,000 at any one time.

14.0 UNFORESEEN WORKS

Where unforeseen works arise during the course of the loan aided works, a decision (which may include a site visit) as to whether the cost of the additional works are to be included for consideration of additional loan, will be made within five working days.

15.0 FINAL PAYMENT

An Officer of Plymouth City Council will write to the recipient of the loan 12 weeks before the loan is due to be repaid to ensure that the necessary arrangements are in place to repay Plymouth City Council any outstanding amount of the loan in full.

16.0 RISK ASSESSMENT

Whenever monies are loaned there will be an element of both financial risk in that the loan is not repaid, and risk that should the delivery of the project not be completed it would fail to contribute towards the Empty Homes Delivery Plan objectives.

To ensure that these risks are minimised the following risk assessment procedure has been devised, against which each scheme will be evaluated to determine the level of risk. Any scheme where the risk is evaluated as being in the high-risk category will not be considered appropriate for a loan from Plymouth City Council.

The Empty Homes Team will welcome the opportunity to discuss any proposed application with empty property owners/developers, but no commitment to approve an application or commit funding will be given until a completed application has been received and subjected to the following risk assessment procedure.

All applications will initially be vetted by the Senior Development Officer (Empty Homes) to confirm;

- that the property is empty;
- that the works/conversion can be completed within a time scale to satisfy the empty home loan conditions; and
- if applicable, any necessary approvals and/or consents required to undertake the works/conversion are in place.
- The Applicant has no outstanding debts owed to the council

Delivery Risk

To minimise the delivery risk all applicants for loans will be required to satisfy the following criteria before their application will be considered;

- The person subject to the loan application is registered as the title holder at the Land Registry.
- All required consents for the works/conversion have been approved; where applicable these will include full planning permission, building regulation approval, listed building and conservation area consent,
- Confirmation that there are no legal constraints or restrictive covenants registered against the title of the property to prevent the proposed works/conversion from being undertaken.
- Any requirement for a contaminated land investigation has been undertaken, and where any remediation works are required, these have been agreed with the relevant contaminated land officer.

Once the above criteria have been satisfied the application will then be assessed against a financial risk assessment³⁹, which is based upon the business case details supplied on the application form.

³⁹ Details of the risk assessment can be found in Appendix 1

APPENDIX G

Empty Property Renovation Loan to Sell

In accordance with the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002

2.0 INTRODUCTION

This appendix provides details of the Empty Property Renovation Loans Scheme that has been developed to provide interest free loans to owners and prospective owners of empty property.

The scheme is designed to provide financial assistance to enable owners to bring their empty property up to a standard so it can be sold on the open market and returned to use to meet housing need.

It sets out how the loan scheme will operate, what is required of applicants and the conditions that will be attached to the loans.

It is designed to reduce the number of non-decent homes (and potential homes) lying empty due to owners' lack of funds to renovate them.

Any offer of a loan will not be guaranteed until the owner has been sent a formal approval from Plymouth City Council.

2.0 THE SCHEME

2.1 Purpose

To renovate an empty dwelling to the Decent Homes Standard (as a minimum) and remove Category I Hazards, so that it is suitable to sell on the open market and return it to use to meet housing need.

To convert an empty non domestic building into one or more residential units to meet the Decent Homes Standard, to enable it to be sold on the open market and returned to use to meet housing need.

2.2 Eligible works

To be eligible works, the works must on completion;

- Result in the dwellings being suitable for immediate occupation
- Comply with all relevant building consents, and
- Achieve the Decent Homes Standard, details of which are set out in Appendix K

A schedule of works will be agreed with the applicant prior to the offer of any loan and will form part of the loan conditions.

Any costs, which would be eligible for assistance under an insurance claim or third party claim, will not attract loan assistance. In exceptional cases a loan may be given on condition it is repaid out of the proceeds of any future claim. Works outside the curtilage of the property are not eligible for assistance unless they relate to the provision of essential services such as water, gas or electricity.

2.3 Marketing the loans

The loans are limited and when available will be advertised in the Plymouth City Council Empty Homes Delivery Plan, on the council's website and via housing expos and press releases.

2.4 Buildings not eligible for empty homes loans

- houseboats and caravans.
- Sheds outhouses and extensions such as conservatories
- Buildings not suitable for conversion to habitable dwellings.

3.0 Application process

A Loan Application form is provided by the empty homes team and will form part of the application pack that will consist of;

1. An application form
2. Confirmation of ownership of the property⁴⁰
3. A specification of planned works
4. A schedule of planned works with a clearly defined timeline⁴¹
5. Two itemised estimates of the cost of all the required works together with the cost of any associated fees e.g. structural engineer's fees.
6. Specialist reports, building consents, and plans where required
7. Signed authority to credit check the applicant
8. Bank details form (for bacs payment)
9. A cheque for the loan application fee (£250 each building plus £40 for any additional registered title)
10. Any other details or relevant consents the council has asked the applicant to provide at the enquiry stage.

⁴⁰ Land registration certificate or solicitors confirmation of purchase

⁴¹ PCC can provide assistance with this if required

4.0 LOAN SECURITY

In order to secure a loan, all applicants will be required to agree to a legal charge being placed on the property that is subject to the loan application. Agreement may be made in exceptional circumstances to accept a charge on an alternative property.⁴²

All legal charges must be either first or second charges⁴³. Third or subsequent charges will not be accepted. Where it has been agreed to accept a legal charge on an alternative property, not the subject of the loan application, the alternative property must be located in the City of Plymouth council tax area.

A property offered as security for the loan will require a valuation survey prior to the advance of any loan. This valuation must be undertaken by an independent Council approved surveyor⁴⁴.

Where the property, which is to be offered as security for the loan, already has a charge registered against it, written confirmation from the existing charge holder, confirming their agreement to a further charge being placed on the property, will be required.

The Council will charge the applicant a fee of £250 for the administering the loan application and registering the legal charge. In the case of conversions into flats a further fee of £40 is charged for registering each additional title. All the above charges are payable at the application stage and the application will not be accepted without receipt of the fees.

⁴² This will generally only be available to those applying for an Empty Property Renovation Loans to Occupy to enable improvement works in order to meet mortgage offer conditions and requirements

⁴³ Whereby Plymouth City Council receives confirmation from the first charge holder that it consents to a second charge

⁴⁴ The cost of this can be added to the loan

5.0 LOAN RISK ASSESSMENT

All applications for a loan will be subject to a risk assessment⁴⁵ that will form part of any decision to approve a loan. Details as to how this assessment will be undertaken are set out under point 15. An application deemed to be in the high-risk category will not be approved.

6.0 NOTIFICATION OF LOAN APPROVAL

The applicant will be notified in writing whether the application for assistance is approved or refused. The notification will be provided as soon as reasonably practicable and in any case within ten weeks from receipt of a completed application.

The approval will specify the amount of loan and the repayment period. The offer of a loan will remain open for 6 weeks from the date of the loan approval notification letter.

The amount of loan will be based on the lower estimate received. However, if Plymouth City Council finds the cost of the estimates to be excessive the loan amount will be determined by the Council based on what it considers to be the reasonable costs for the schedule of works⁴⁶.

On confirmation that the owner has accepted the formal offer of loan Plymouth City Council's legal department will draw up two sets of the Loan Facility Agreement and Legal Charge documents. The Empty Homes Manager at Plymouth City Council will issue these to the applicant. If the Applicant wants to proceed with the loan they must complete and return both sets of documents to PCC within six weeks.

⁴⁵ Details of the risk assessment can be found in Appendix I

⁴⁶ Based upon the Homes and Communities Agency build cost per square metre; current at the time of submission of the application.

On receipt of the documents Plymouth City Council's legal department will apply to the Plymouth Land Registry to register the legal charge against the property. Where the applicant is a Company, the Council will also apply to Companies House for registration of the charge.

On confirmation that the Legal Charge(s) have been registered, the Plymouth City Council Empty Homes Manager will instruct Plymouth City Council finance department to release the loan monies by BACS payment⁴⁷. This is expected to be no more than 14 days after the registration of the Legal Charge(s).

In the case where an applicant ceases to be the owner of the property for which they require a loan or it appears to Plymouth City Council that the applicant was not at the time of the approval of the loan, the registered owner the entitlement to a loan will be cancelled and no payment will be made.

Loans are not transferable either between applicants or properties.

7.0 AMOUNT OF ASSISTANCE

Up to £25,000 per unit of accommodation is available to a maximum of £75,000 per property.

For example a:

- 2-bedroom family home would be eligible for a loan of up to £25,000. (Classed as 1 unit)
- House converted into 2 self contained flats would be eligible for a loan of up to £50,000.

⁴⁷ Ten percent of the total amount of the agreed loan will be retained until all loan conditions have been met and original completion certificates in respect of the renovation have been received by Plymouth City Council. These will be photocopied for its files and the originals returned to the owner on release of the final payment.

- Large house converted into 3 self contained flats would be eligible for up to £75,000. £75,000 being the maximum loan available for any one property.

The above amounts are inclusive of all on costs including value-added tax and fees.

If Plymouth City Council is satisfied that owing to circumstances beyond the control of the applicant the work has increased in cost due to unforeseen works, the loan may be increased subject to the loan maximum and submission of estimates.

An appropriate estimate must support any request for any loan increase.

8.0 SUPERVISION OF WORKS

The renovation works must start on site within 6 weeks of the date of the release of the loan. If the work does not start on site by this date then in accordance with the loan conditions, a breach of conditions will have occurred and Plymouth City Council may demand immediate repayment of the loan and interest.

The building contract will be between the applicant and the chosen contractor and will not include Plymouth City Council. An officer from Plymouth City Council or an agent acting on its behalf will check the works to ensure they are carried out according to the specification of work and in accordance with the Decent Homes Standard and good building practice. However, Plymouth City Council or its officers or its agents acting on its behalf will not be liable for any poor workmanship nor will they provide any guarantee.

Where appropriate, applicants will be recommended to employ their own surveyor whose fees are eligible for loan assistance, subject to the loan maximums. Responsibility for supervision of the works will rest with the applicant. Any works that have not been completed to an acceptable standard will be the responsibility of the applicant.

On completion of the works the applicant will notify Plymouth City Council that the property is ready for inspection and prove that the repair and renovation of the property complies with the;

- Decent Homes Standard
- Conditions of the loan offer and estimates
- Agreed schedule of works and specification of works
- Current Building Regulations
- Current Gas and Electrical safety standards by providing to the council for inspection original copies of the safety certificates, guarantees and test certificates.

In addition, the applicant will also provide confirmation that he has instructed an agent to sell the property

9.0 REFUSAL OF LOAN

Where an application for a loan is refused the applicant will be notified of the reasons for refusal in writing.

If an applicant disagrees with the reasons for refusal, an appeal may be made in writing to the Housing Strategy and Development Manager, stating the reasons why the applicant disagrees. This appeal should be made within 14 days of receipt of the refusal letter.

The Assistance Panel will consider the appeal and the applicant will be notified of its decision in writing.

10.0 REPAYMENT OF THE LOAN

Loans to Sell are repayable upon completion of the sale.

11.0 LOAN INTEREST

The applicant will benefit from an interest free loan, providing there is no default or breach of conditions of the loan. If a default in conditions occurs interest will be charged on the outstanding balance of the whole loan from the date of the demand at a rate set at 8% compounded annually.

Where any sum is required to be paid, but is not repaid in accordance with the loan conditions, a breach of conditions will have occurred and Plymouth City Council may demand immediate repayment of the loan and interest.

12.0 REPAYMENT UPON BREACH OF CONDITIONS

In the case of a breach of loan conditions any outstanding loan becomes repayable immediately to Plymouth City Council. A demand for repayment will be made and interest will be charged on the outstanding balance of the whole loan from the date of the demand at a rate set at 8% compounded annually.

Should the works not be completed (and property placed upon the market for sale) within the periods set out in the loan agreement a breach of loan conditions will be considered to have occurred.

Should the completion of sale not take place within 12 months of practical completion a breach of loan conditions will be considered to have occurred.

13.0 SECOND LOANS

Where a person has received a loan, second or subsequent loans may be permitted in respect of another property subject to the condition that no applicant may hold loans awarded through the Plymouth City Council's Empty Homes Loan Scheme, to a value greater than £75,000 at any one time.

14.0 UNFORESEEN WORKS

Where unforeseen works arise during the course of the loan aided works, a decision (which may include a site visit) as to whether the cost of the additional works are to be included for consideration of additional loan, will be made within five working days.

15.0 RISK ASSESSMENT

Whenever monies are loaned there will be an element of both financial risk in that the loan is not repaid, and risk that should the delivery of the project not be completed it would fail to contribute towards the Empty Homes Delivery Plan objectives.

To ensure that these risks are minimised the following risk assessment procedure has been devised, against which each scheme will be evaluated to determine the level of risk. Any scheme where the risk is evaluated as being in the high-risk category will not be considered appropriate for a loan from Plymouth City Council.

The Empty Homes Team will welcome the opportunity to discuss any proposed application with empty property owners/developers, but no commitment to approve an application or commit funding will be given until a completed application has been received and subjected to the following risk assessment procedure.

All applications will initially be vetted by the Senior Development Officer (Empty Homes) to confirm;

- that the property is empty;
- that the works/conversion can be completed within a time scale to satisfy the empty home loan conditions; and
- if applicable, any necessary approvals and/or consents required to undertake the works/conversion are in place.
- The Applicant has no outstanding debts owed to the council

Delivery Risk

To minimise the delivery risk all applicants for loans will be required to satisfy the following criteria before their application will be considered;

- The person subject to the loan application is registered as the title holder at the Land Registry.
- All required consents for the works/conversion have been approved; where applicable these will include full planning permission, building regulation approval, listed building and conservation area consent,
- Confirmation that there are no legal constraints or restrictive covenants registered against the title of the property to prevent the proposed works/conversion from being undertaken.
- Any requirement for a contaminated land investigation has been undertaken, and where any remediation works are required, these have been agreed with the relevant contaminated land officer.

Once the above criteria have been satisfied the application will then be assessed against a financial risk assessment⁴⁸, which is based upon the business case details supplied on the application form.

⁴⁸ Details of the risk assessment can be found in Appendix 1

Appendix H

Empty Property Renovation Loan to Occupy

In accordance with the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002

1.0 INTRODUCTION

This document provides details of the Empty Property Renovation Loans Scheme that has been developed to provide interest free loans to owners and prospective owners of empty property.

The scheme is designed to provide financial assistance to enable owners to bring their empty property up to a minimum of the decent homes standard so they can occupy it themselves.

It sets out how the loan scheme will operate, what is required of applicants and the conditions that will be attached to the loans.

It is designed to reduce the number of non-decent homes lying empty due to owners' lack of funds to renovate them.

All Empty Property Renovation Loans approved are subject to a number of conditions to ensure that the monies received in respect of the repayment of loans are ring fenced to fund further empty property development schemes.

Any offer of a loan will not be guaranteed until the owner has been sent a formal approval from Plymouth City Council.

2.0 THE SCHEME

2.1 Purpose

To renovate an empty dwelling to the Decent Homes Standard (as a minimum) and remove Category I Hazards, so that it is suitable for immediate occupation by the owner/s.

Persons applying for the above loans must own the property at the time of approval of the loan and must be able to supply security for the loan as detailed at section 4.

2.2 Eligible works

To be eligible works, the works must on completion;

- Result in the property being suitable for immediate occupation as a dwelling
- Comply with all relevant building consents, and
- Achieve the Decent Homes Standard, details of which are set out in Appendix K

A schedule of works will be agreed with the applicant prior to the offer of any loan and will form part of the loan conditions.

Any costs, which would be eligible for assistance under an insurance claim or third party claim, will not attract loan assistance. In exceptional cases a loan may be given on condition it is repaid out of the proceeds of any future claim. Works outside the curtilage of the property are not eligible for assistance unless they relate to the provision of essential services such as water, gas or electricity.

2.3 Marketing the loans

The loans are limited and when available will be advertised in the Plymouth City Council Empty Homes Delivery Plan and on the council's website and via housing expos and press releases.

2.4 Buildings not eligible for empty homes loans⁴⁹

- houseboats and caravans.
- Sheds outhouses and extensions such as conservatories
- Buildings not suitable for conversion to a habitable dwelling

3.0 Application process

A Loan Application form is provided by the empty homes team and will form part of the application pack that will consist of;

1. An application form
2. Confirmation of ownership of the property⁵⁰
3. A specification of planned works
4. A schedule of planned works with a clearly defined timeline⁵¹
5. Two itemised estimates of the cost of all the required works together with the cost of any associated fees e.g. structural engineer's fees.
6. Specialist reports, building consents, and plans where required
7. Signed authority to credit check the applicant
8. Bank details form (for bacs payment)
9. A cheque for the loan application fee (£250 each building)
10. Any other details or relevant consents the council has asked the applicant to provide at the enquiry stage.

⁴⁹ Please note Loans to Occupy are only available for single dwellings for owner occupation and not for flat conversions.

⁵⁰ Land registration certificate or solicitors confirmation of purchase

⁵¹ PCC can provide assistance with this if required

4.0 LOAN SECURITY

In order to secure a loan, all applicants will be required to agree to a legal charge being placed on the property that is subject to the loan application. Agreement may be made in exceptional circumstances to accept a charge on an alternative property.⁵²

All legal charges must be either first or second charges⁵³. Third or subsequent charges will not be accepted. Where it has been agreed to accept a legal charge on an alternative property, not the subject of the loan application, the alternative property must be located in the City of Plymouth council tax area.

A property offered as security for the loan will require a valuation survey prior to the advance of any loan. This valuation must be undertaken by an independent Council approved surveyor⁵⁴.

Where the property, which is to be offered as security for the loan, already has a charge registered against it, written confirmation from the existing charge holder, confirming their agreement to a further charge being placed on the property, will be required.

The Council will charge the applicant a fee of £250 for the administering the loan application and registering the legal charge. The above charge is payable at the application stage and the application will not be accepted without receipt of the fees.

⁵² This will generally only be available to those applying for an Empty Property Renovation Loans to Occupy to enable improvement works in order to meet mortgage offer conditions and requirements

⁵³ Whereby Plymouth City Council receives confirmation from the first charge holder that it consents to a second charge

⁵⁴ The cost of this can be added to the loan

5.0 LOAN RISK ASSESSMENT

All applications for a loan will be subject to a risk assessment⁵⁵ that will form part of any decision to approve a loan. Details as to how this assessment will be undertaken, details of which are set out under point 14. An application deemed to be in the high-risk category will not be approved.

6.0 NOTIFICATION OF LOAN APPROVAL

The applicant will be notified in writing whether the application for assistance is approved or refused. The notification will be provided as soon as reasonably practicable and in any case within ten weeks from receipt of a completed application.

The approval will specify the amount of loan and the repayment period. The offer of a loan will remain open for six weeks from the date of the loan approval notification letter.

The amount of loan will be based on the lowest estimate received. However, if Plymouth City Council finds the cost of the estimates to be excessive the loan amount will be determined by the Council based on what it considers to be the reasonable costs for the schedule of works⁵⁶.

On confirmation that the owner has accepted the formal offer of loan Plymouth City Council's legal department to draw up two sets of the Loan Facility Agreement and Legal Charge documents. The Empty Homes Manager at Plymouth City Council will issue these to the applicant. If the Applicant wants to proceed with the loan they must complete and return both sets of documents to PCC within six weeks.

⁵⁵ Details of the risk assessment can be found in Appendix I

⁵⁶ Based upon the Homes and Communities Agency build cost per square metre; current at the time of submission of the application.

On receipt of the documents Plymouth City Council's legal department will apply to the Plymouth Land Registry to register the legal charge against the property. Where the applicant is a Company, the Council will also apply to Companies House for registration of the charge.

On confirmation that the Legal Charge(s) have been registered, the Plymouth City Council Empty Homes Manager will instruct Plymouth City Council finance department to release the loan monies by BACS payment⁵⁷. This is expected to be no more than 14 days after the registration of the Legal Charge(s).

In the case where an applicant ceases to be the owner of the property for which they require a loan or it appears to Plymouth City Council that the applicant was not at the time of the approval of the loan, the registered owner the entitlement to a loan will be cancelled and no payment will be made.

Loans are not transferable either between applicants or properties.

7.0 AMOUNT OF ASSISTANCE

Loans to Occupy are available up to a maximum of £25,000 per property inclusive of all on costs including value-added tax and fees.

If Plymouth City Council is satisfied that owing to circumstances beyond the control of the applicant the work has increased in cost due to unforeseen works, the loan may be increased subject to the loan maximum and submission of estimates.

An appropriate estimate must support any request for any loan increase.

⁵⁷ Ten percent of the total amount of the agreed loan will be retained until all loan conditions have been met and original completion certificates in respect of the renovation have been received by Plymouth City Council. These will be photocopied for its files and the originals returned to the owner on release of the final payment.

8.0 SUPERVISION OF WORKS

The renovation works must start on site within six weeks of the date of the release of the loan. If the work does not start on site by this date then in accordance with the loan conditions, a breach of conditions will have occurred and Plymouth City Council may demand immediate repayment of the loan and interest.

The building contract will be between the applicant and the chosen contractor and will not include Plymouth City Council. An officer from Plymouth City Council or an agent acting on its behalf will check the works to ensure they are carried out according to the specification of work and in accordance with the Decent Homes Standard and good building practice. However, Plymouth City Council or its officers or its agents acting on its behalf will not be liable for any poor workmanship nor will they provide any guarantee.

Where appropriate, applicants will be recommended to employ their own surveyor whose fees are eligible for loan assistance, subject to the loan maximums. Responsibility for supervision of the works will rest with the applicant. Any works that have not been completed to an acceptable standard will be the responsibility of the applicant.

On completion of the works the applicant will notify Plymouth City Council that the property is ready for inspection and prove that the repair and renovation of the property complies with the;

- Decent Homes Standard
- Conditions of the loan offer and estimates
- Agreed schedule of works and specification of works
- Current Building Regulations
- Current Gas and Electrical safety standards by providing to the council for inspection original copies of the safety certificates, guarantees and test certificates.

9.0 REFUSAL OF LOAN

Where an application for a loan is refused the applicant will be notified of the reasons for refusal in writing.

If an applicant disagrees with the reasons for refusal, an appeal may be made in writing to the Housing Strategy and Development Manager, stating the reasons why the applicant disagrees. This appeal should be made within 14 days of receipt of the refusal letter.

The Assistance Panel will consider the appeal and the applicant will be notified of its decision in writing.

10.0 REPAYMENT OF THE LOAN

All Loans to Occupy are repayable within three months of completion of works⁵⁸

11.0 LOAN INTEREST

The applicant will benefit from an interest free loan, providing there is no default or breach of conditions of the loan. If a default in conditions occurs interest will be charged on the balance of the loan from the date of the demand at a rate set at 8% compounded annually.

Where any sum is required to be paid, but is not repaid in accordance with the loan conditions, a breach of conditions will have occurred and Plymouth City Council may demand immediate repayment of the loan and interest.

⁵⁸ This will be no later than 12 months following the date of approval of the loan.

12.0 REPAYMENT UPON BREACH OF CONDITIONS

In the case of a breach of loan conditions any outstanding loan becomes repayable immediately to Plymouth City Council. A demand for repayment will be made and interest will be charged on the outstanding balance of the whole loan from the date of the demand at a rate set at 8% compounded annually.

If the owner has not occupied the property within one month of completion of the works a breach of conditions will be deemed to have occurred..

If the works are not completed within the timescale set out in the loan agreement a breach of conditions will be deemed to have occurred.

13.0 UNFORESEEN WORKS

Where unforeseen works arise during the course of the loan aided works, a decision (which may include a site visit) as to whether the cost of the additional works are to be included for consideration of additional loan, will be made within five working days.

14.0 RISK ASSESSMENT

Whenever monies are loaned there will be an element of both financial risk in that the loan is not repaid, and risk that should the delivery of the project not be completed it would fail to contribute towards the Empty Homes Delivery Plan objectives.

To ensure that these risks are minimised the following risk assessment procedure has been devised, against which each scheme will be evaluated to determine the level of risk. Any scheme where the risk is evaluated as being in the high-risk category will not be considered appropriate for a loan from Plymouth City Council.

The Empty Homes Team will welcome the opportunity to discuss any proposed application with empty property owners/developers, but no commitment to approve an application or commit funding will be given until a completed application has been received and subjected to the following risk assessment procedure.

All applications will initially be vetted by the Senior Development Officer (Empty Homes) to confirm;

- that the property is empty;
- that the works/conversion can be completed within a time scale to satisfy the empty home loan conditions; and
- if applicable, any necessary approvals and/or consents required to undertake the works/conversion are in place.
- The Applicant has no outstanding debts owed to the council

Delivery Risk

To minimise the delivery risk all applicants for loans will be required to satisfy the following criteria before their application will be considered;

- The person subject to the loan application is registered as the title holder at the Land Registry.
- All required consents for the works/conversion have been approved; where applicable these will include full planning permission, building regulation approval, listed building and conservation area consent,
- Confirmation that there are no legal constraints or restrictive covenants registered against the title of the property to prevent the proposed works/conversion from being undertaken.
- Any requirement for a contaminated land investigation has been undertaken, and where any remediation works are required, these have been agreed with the relevant contaminated land officer.

Once the above criteria have been satisfied the application will then be assessed against a financial risk assessment⁵⁹, which is based upon the business case details supplied on the application form.

⁵⁹ Details of the risk assessment can be found in Appendix 1

Appendix I

Empty Property Renovation Loans - Risk Assessment

Whenever monies are loaned there will be an element of both financial risk in that the loan is not repaid, and risk that should the delivery of the project not be completed it would fail to contribute towards the Empty Homes Delivery Plan objectives.

To ensure that these risks are minimised the following risk assessment procedure has been devised, against which each scheme will be evaluated to determine the level of risk. Any scheme where the risk is evaluated as being in the high-risk category will not be considered appropriate for a loan from Plymouth City Council.

The Empty Homes Team will welcome the opportunity to discuss any proposed application with empty property owners/developers, but no commitment to approve an application or commit funding will be given until a completed application has been received and subjected to the following risk assessment procedure.

All applications for loans will only be considered if;

- the property has been registered for council tax purposes as having been empty for two or more years
- the applicant is the title holder as registered at the Land Registry
- the applicant has no outstanding debts owed to the council
- the owner has fully complied with any enforcement action that may have been taken by the council in respect of this or any property in the applicant's ownership.
- any necessary approvals and/or consents required to undertake the works/conversion are in place

- start on site can will take place within the current financial year in which the application is submitted
- confirmation is in place that there are no legal constraints or restrictive covenants registered against the title of the property to prevent the proposed works/conversion from being undertaken
- confirmation is in place that any requirement for a contaminated land investigation has been undertaken, and where any remediation works are required, these have been agreed with the relevant contaminated land officer
- the applicant's credit check⁶⁰ is satisfactory

Once the above criteria have been satisfied the application will then be assessed against the following financial risk assessment, which is based upon the business case details supplied on the application form.

Delivery Risk

Each of the questions listed below will be assigned a score and these individual scores will be totaled to give an overall score. The application will then be placed in either a;

Risk	Score
▪ High	50 or over
▪ Medium, or	Between 25 and 49
▪ Low category.	Up to 25

Those applications scoring high will not be approved, and preference will be given to those applications scoring low.

⁶⁰ Plymouth City Council will credit check on all applicants

Business Plan

The applicant supplied a business plan, which,

- fully demonstrated the financial viability of the proposed empty property scheme 0
- did not fully demonstrate the financial viability of the proposed empty property scheme 50

2 Loan amount

- Up to £25,000 2
- Between £26,000 and £50,000 10
- Between £51,000 and £75,000 15

3 Loan(s) to existing property value percentage

The proposed loan amount and any existing loan/mortgage on the property;

- do not exceed 50% of the property value 2
- is between 51% and 70% of the property value 15
- is between 71% and 85% of the property value 20
- is between 86% and 100% of the property value 30

4 Proposed term of loan

- Up to 24 months 2
- Between 25 and 48 months 10
- Between 49 and 60 months 15

5 Provision of evidence of experience

All applicants are requested to provide, where possible, evidence of the successful completion of two similar types of schemes to that proposed in the current application;

- Evidence supplied 2
- Evidence not supplied 5

TOTAL SCORE

--



Plymouth Healthy Homes Health and Housing Questionnaire

This questionnaire is designed to help us assess your eligibility for grant aid through the Healthy Homes Project. Please try and answer all questions as honestly and accurately as possible. The results will determine whether or not a grant is payable. All answers will be treated with the strictest confidence.

If you need any help completing this questionnaire please contact Healthy Homes on 01752 307574

PART I: GENERAL INFORMATION

Name
Address
Postcode
Telephone number
Date of Birth
Do you own your home?
What income related benefits do you receive? e.g. income support, Disability Living Allowance

PART 2: HEALTH QUESTIONS

1. Is your health generally (please tick)

	Mr	Mrs	Child
VERY GOOD	0	0	0
GOOD	1	1	1
FAIR	3	3	3
POOR	5	5	5

Office Use Only Health Score = Housing Score = Total HH Score =
 Grant awarded: **need over 30 points to be eligible for heating or over 22 points for insulation grants.**

2. Have you or anyone in your household been diagnosed with any of the following illnesses/problems? (Please tick all that apply)

Illness/Problem	Mr	Mrs	Family member
high blood pressure	3	3	3
heart disease e.g. angina	3	“	“
Asthma	3		
Bronchitis	3		
Emphysema	3		
Arthritis	3		
Rheumatism	3		
Other long term illness affected by the cold, Please state Up to a maximum of 12 points for health problems			

3. Has anyone in your household ever suffered from a stroke?

Yes	5	No	0
-----	---	----	---

4. Does anyone in the household suffer from cold hands and feet?

Yes	3	No	0
-----	---	----	---

5. Is anyone in the household prone to developing coughs and colds?

Yes	3	No	0
-----	---	----	---

6. How often do you visit the doctor regarding your health conditions? (please tick most appropriate box below) **Only most frequent visitor's score counted**

	Heart / circulation problems	Breathing problems	Joint or bone problems	Other illness Check ups
> once a Week	5	5	5	5
> once a Month	4	4	4	4
> few times a Year	3	3	3	3

> once a Yr or less

2	2	2	2
---	---	---	---

7. Have you or anyone in your household been admitted to hospital for any of the following medical conditions in the last year?

Condition	Number of times admitted
Heart problems or stroke	5 per visit
Breathing problems or pneumonia	5 per visit
Joint or bone problems e.g. hip operations or broken bones from falls	5 per visit
Other major surgery	5 per visit

8. How do cold temperatures in your home affect your health e.g. makes your condition worse, less mobility, generally uncomfortable? Please explain.

10 Worsens health problems - need to take more medication

6 Decreases mobility and increases likelihood of further illness

4 Feel very uncomfortable or depressed

2 Makes them unhappy/other effects

PART 3: HOUSE ENVIRONMENTAL INFORMATION

9. What type of house do you live in?

	No. of bedrooms
Semi detached house	
Semi detached bungalow	
Detached house	
Detached bungalow	
Mid terrace house	
End Terrace house	
Top floor flat	
Middle/ground floor flat	

10. What is your main form of heating?

11. Approximately how much so you spend per month on
Electricity £ _____ Gas £ _____ Other fuel £ _____

12. Does your home as a whole feel cold?

No	0
Occasionally/parts of the house do	3
All the time	5
All the time during winter!	4

13. Does the room that you sleep in feel cold?

No	0
Yes	3
Yes, and it effects my sleep	5

14. Do you ever stay in one room all day because it is warmer than the rest of the house?

No	0
Yes	3
Yes, and it is the room I sleep in	5

15. Is there any mould or damp in your home?

NO	0
YES, In one room	3
YES, In two or more rooms	4
YES, In every room	5

16. Does your home suffer from condensation?

NO	0
YES, but only when cooking or washing	1
YES, often in one room	2
YES, often in two or more rooms	3
YES, often in more than two rooms	4



17. Do the 'wet areas' (Kitchen and bathroom) of your home have any ventilation?

No	
Window that opens	
Extractor fan	

18. Can you feel draughts coming through your windows and/or doors?

NO	
YES	

Thank you for completing this questionnaire

A follow up questionnaire will be sent to you if you have help through the scheme to evaluate the benefits of the project.

Plymouth City Council manages the Plymouth Healthy Homes Scheme and as such is the data controller responsible for collecting your sensitive personal data. The Project Co-ordinator will retain your data securely for the purposes of evaluating the Healthy Homes scheme. Your contact details will be passed onto the project partners (Miller Pattison and Care & Repair Plymouth) and any successor organisations, only in order for the works to proceed. We will not pass your information to any other organisations unless you request us to do so.

Please sign below to confirm you agree with your data being used in this way.

Signed.....Print
Name.....

Date.....

Please return this completed questionnaire in the freepost envelope provided. The Healthy Homes Project Co-ordinator will assess your answers and will be in touch with you to let you know if you can be helped through Healthy Homes.

Appendix K Houselet and Easylet Standards

HouseLet Letting Standard

The properties on the HouseLet scheme generally exceed the decent homes standard as set out below⁶¹.

The additional HouseLet requirements are explained on page 5.

DECENT HOMES STANDARD

To achieve the decent homes standard, a dwelling must comply with the following four criteria.

1. It meets the current statutory minimum standard for housing

To be decent, a dwelling should be free of category I hazards as assessed through the Housing Health and Safety Rating System.

2. It is in a reasonable state of repair

A dwelling satisfies this criterion unless:

- one or more key building components are old and, because of their condition need replacing or major repair; or
- two or more other building components are old and,
- because of their condition need replacing or major repair.

A building component can only fail to satisfy this criterion by being old and requiring replacing or repair.

A component cannot fail this Criterion based on age alone.

⁶¹ Further details of the Decent Homes Standard can be found at: www.communities.gov.uk/decenthomes

Definition of building components

Building components are the structural parts of a dwelling (e.g. wall structure, roof structure), other external elements (e.g. roof covering, chimneys) and internal services and amenities (e.g. kitchens, heating systems).

Key building components are those which, if in poor condition, could have an immediate impact on the integrity of the building and cause further deterioration in other components.

They are the external components plus internal components that have potential safety implications and include:

- external walls;
- roof structure and covering;
- windows/doors;
- chimneys;
- central heating boilers;
- gas fires;
- storage heaters;
- plumbing; and
- electrics.

Lifts are not considered to be a key component unless the lift or the lift shafts have a direct effect upon the integrity of the building.

If any of these components are old and need replacing, or require immediate major repair, then the dwelling is not in a reasonable state of repair.

Other building components are those that have a less immediate impact on the integrity of the dwelling. Their combined effect must therefore be considered, with a dwelling not being in a reasonable state of repair if two or more are old and need replacing or require immediate major repair.

Definition of Old and in Poor Condition

A component is defined as 'old' if it is older than its standard lifetime. Components are in poor condition if they need major work, either full replacement or major repair.

One or more key components, or two or more other components, must be both old and in poor condition to render the dwelling non-decent on grounds of disrepair.

Components that are old but in good condition or in poor condition but not old would not, in themselves, cause the dwelling to fail the standard.

A building component, which requires replacing before it reaches its expected lifetime has failed early. Under the terms of the definition, this early failure does not render the dwelling non-decent.

3. It has reasonably modern facilities and services

A dwelling is considered not to meet this criterion if it lacks three or more of the following facilities:

- a kitchen which is 20 years old or less;
- a kitchen with adequate space and layout;
- a bathroom which is 30 years old or less;
- an appropriately located bathroom and WC;
- adequate external noise insulation; and
- Adequate size and layout of common entrance areas for blocks of flats.

A kitchen failing on adequate space and layout would be one that was too small to contain all the required items (sink, cupboards cooker space, worktops etc) appropriate to the size of the dwelling.

An inappropriately located bathroom and WC is one where the main bathroom or WC is located in a bedroom or accessed through a bedroom (unless the bedroom is not used or the dwelling is for a single person). A dwelling would also fail if the main WC is external or located on a different floor to the nearest wash hand basin, or if a WC without a wash hand basin opens on to a kitchen in an inappropriate area, for example next to the food preparation area.

Inadequate insulation from external airborne noise would be where there are problems with, for example, traffic (rail, road and airplanes) or factory noise.

Inadequate size and layout of common entrance areas for blocks of flats would be one with insufficient room to maneuver easily for example where there are narrow access ways with awkward corners and turnings, steep staircases, inadequate landings, absence of handrails, low headroom etc.

In some instances there may be factors which may make the improvements required to meet the decent homes standard challenging, or impossible, factors such as physical or planning restrictions.

Where such limiting factors occur the property should be assessed to determine the most satisfactory course of action in consultation with the relevant body or agency so as to determine the best solution. The outcome may determine that some improvements may be possible even if all are not.

A dwelling would not fail this criterion, where it is impossible to make the required improvements to components for physical or planning reasons.

4. It provides a reasonable degree of thermal comfort

The definition requires a dwelling to have both efficient heating; and effective insulation.

Efficient heating is defined as;

- any gas or oil programmable central heating
- electric storage heaters
- warm air systems
- under floor systems
- programmable LPG/solid fuel central heating
- Efficient heating systems that are developed in the future.

The primary heating system must have a distribution system sufficient to provide heat to two or more rooms of the home. There may be storage heaters in two or more rooms, or other heaters that use the same fuel in two or more rooms. Even if the central heating system covers most of the house making a dwelling decent, under the HHSRS the home should be warm enough for the occupant.

Heating sources, which provide less energy efficient options, fail the Decent Homes standard.

Programmable heating is where the timing and the temperature of the heating can be controlled by the occupants.

Because of the differences in efficiency between gas/oil heating systems and the other heating systems listed, the level of insulation that is appropriate also differs:

For dwellings with gas/oil programmable heating, cavity wall insulation (if there are cavity walls that can be insulated effectively) and at least 50mm loft insulation (if there is loft space) is an effective package of insulation.

For dwellings heated by electric storage heaters/LPG/programmable solid fuel central heating a higher specification of insulation is required: at least 200mm of loft insulation (if there is a loft) and cavity wall insulation (if there are cavity walls that can be insulated effectively).

A SAP rating of less than 35 (using the 2001 SAP methodology) has been established as a proxy for the likely presence of a Category 1 hazard from excess cold.

Further details regarding the decent homes standard can be found at;

www.communities.gov.uk/decenthomes

HouseLet scheme requirements

Decoration

Before we take on the management of your property it must be in a ready to let condition. The external and internal decorations should be in a good decorative order.

Gardens/yards and exterior

If there is a garden it should be free from weeds, brambles and clear of rubbish and rubble.

Hedges, bushes and shrubs must be trimmed to a manageable height and the grass freshly cut.

Any ponds must be drained and filled in and greenhouses dismantled and removed.

All gutters and rainwater drains should be clear of rubbish, fallen leaves etc.

Walls and fences must be continuous, secure and safe.

Windows and doors

All the windows and external doors should be double glazed and if wooden must be freshly painted.

All windows with sills of heights below 85cm should be restricted to an opening of no more than 10cm.

Most upper floor windows should have window restrictors or if this poses a fire safety issue then a childproof lock.

All glazing should be safe and comply with building regulations. Any glazed areas below 1.5m must be fitted with safety glass. Non safety glass can be upgraded by protecting it with safety film.

All windows designed to be opened should do so to the equivalent of one twentieth of the floor area of the room.

No responsibility is taken for fancy glass or antique glass fitted to doors, windows or decorative panels.

Heating

Unless there is no main gas supply to the property the heating system should be gas operated.

N.B. It is unlikely that a property without double glazed windows and doors will be of a sufficient standard to come onto HouseLet.

Floor coverings

All rooms should be fitted with suitable floor covering e.g. carpet or laminated flooring in the lounge, dining, and bedrooms. The kitchen and bathroom should be fitted with a non slip water resistant and washable material such as tiles, vinyl, linoleum etc.

N.B. All floor edges between cupboards and floor in the kitchen and between floor and WC, bath, shower and washbasin pedestals in the bathroom must be sealed with waterproof sealant.

Kitchens

All kitchens must have both a gas and electrical cooker connection and at least three appropriately positioned double electrical sockets.

It should be large enough to move in easily and safely and there should be adequate storage and hygienic preparation surfaces of at least 3.4m.

N.B. If you leave built-in appliances you will be responsible for their maintenance.

Ventilation

Any bathroom, WC shower room or kitchen that does not have an opening window must have a mechanical extraction system (fans). It is also recommended that these rooms have fans fitted as standard.

Certificates

The following current certificates are required;

- Landlord gas safe certificate
- Landlord electrical NICEIC certificate
- Energy performance certificate

Safety measures

Any polystyrene tiles must be removed and the surfaces made good.

There should be one hard-wired or 10 year lithium battery sealed smoke detector provided on each level and a fire blanket in the kitchen.

All hazardous substances and DIY tools must be removed from the property and garage and outbuildings.

**If you need any further advice
with regard to these
requirements please contact
the HouseLet Negotiator on;**

01752 307570

Appendix L Partnership Agreement for the Empty Properties Renovation Loan to Let

THIS PARTNERSHIP AGREEMENT is made the _____ day of

20 BETWEEN:

(1) THE COUNCIL OF THE CITY OF PLYMOUTH of Civic Centre Plymouth PL1

2AA (“the Council”) and

(2) _____ of

(“the Landlord”)

IT IS AGREED as follows:-

I. BACKGROUND

1.1 The Landlord is the [freehold/leasehold] owner of the Property which is registered at HM Land Registry under Title Number DN _____ [subject to the existing Legal Charge described in the First Schedule]

1.2 The Council is the local housing authority for the area in which the Property is situated

1.3 The Council wishes to work in partnership with the Landlord to secure the Property for households in housing need within its area under its Empty Homes EasyLet Scheme and has agreed to make a loan to the Landlord pursuant to the Empty Property Renovation Loans Scheme to enable him to carry out works to the Property in order to comply with the Decent Homes standard and the requirements of the Empty Homes EasyLet Scheme

1.4 The Council has agreed to make a loan to the Landlord upon the terms conditions and provisions of this Agreement

1.5 The Landlord has on the same date as this Agreement entered into the Legal Charge

2. DEFINITIONS AND INTERPRETATION

In this Agreement the expressions defined in this clause 2 have the meanings given

2.1 Interpretation

In this Agreement

2.1.1 “the Council” includes its successors in title

2.1.2 words importing the singular shall be construed as importing the plural and vice versa

2.1.3 words importing one gender shall be construed as importing any other gender

2.1.4 where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons

2.1.5 references to persons includes references to firms companies corporations or limited liability partnerships and vice versa

2.1.6 clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2.2 “the Deposit” means a deposit which shall be no more than one month’s Rent payable by the Tenant to secure the Property during the EasyLet Period

2.3 “the Legal Charge” means a charge by way of legal mortgage to secure the repayment to the Council of the Principal pursuant to the Empty Property Renovation Loans Scheme in the form of the draft set out in the Third Schedule

2.4 “Conditions of Ownership and Occupation” means the conditions set out in paragraphs 1 and 2 of the Fourth Schedule

2.5 “Empty Property Renovation Loans Scheme” means a loan scheme administered by the Council in accordance with the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002

2.8 “the EasyLet Rent” means the local housing allowance payable for the Property during the EasyLet Period less the 10% management fee (15% in relation to Houses in Multiple Occupation

2.9 “the Property” means the property subject to this partnership agreement in the City of Plymouth

2.10 “the Tenant(s)” means the person(s) occupying the Property under the terms of a Tenancy

2.11 “Tenancy” means an Assured Shorthold Tenancy pursuant to Section 20 Housing Act 1988 (as amended by the Housing Act 1996).

2.12 “the interest rate” means 8% compounded annually

2.13 “the Principal” means the sum of £ .

2.14 “Period of Conditions” means years being equivalent to the term of the EasyLet Partnership Agreement

- 2.15 “Relevant Disposal” means as set out in paragraph 3 of the Fourth Schedule
- 2.16 “Works” means the improvement of the Property in accordance with specifications and quotations submitted by the Landlord and previously approved by the Council
- 2.17 “Assistance Conditions” mean the conditions set out in the Fourth Schedule
- 2.18 “the Managing Agent” means Plymouth Homes4Let

3. LOAN AGREEMENT

3.1 Agreement to lend Principal

The Council agrees with the Landlord to lend the Principal to the Landlord upon the terms conditions and provisions of this Agreement

3.2 Payment of Principal interest and costs

In consideration of the Principal now paid by the Council to the Landlord (receipt of which the Landlord acknowledges) the Landlord undertakes with the Council as set out in this clause 3.2

3.2.1 On completion of this Agreement the Landlord undertakes to execute the Legal Charge as security for repayment of the Principal to the Council in accordance with the terms of this Agreement and will consent to the registration of the Legal Charge against the title to the Property

3.2.2 The Landlord undertakes to repay the Principal by equal interest free calendar monthly repayments or such other amounts that the Council notifies to the landlord from time by time as referred to in the loan repayment schedule of the Second Schedule

3.2.3 The Landlord also undertakes with the Council to pay the Principal to the Council immediately on demand:-

3.2.3.1 on expiry or earlier determination of the Partnership Agreement

3.2.3.2 if the Landlord becomes ineligible for assistance either before or after completion of the Works through a change in the Conditions of Ownership or Occupation of the Property or for any other reason

3.2.3.3 if the Landlord makes a Relevant Disposal of the Property or any part of it

3.2.3.4 if the Landlord makes a successful claim for compensation in accordance with paragraph 4 of the Assistance Conditions

3.2.3.5 if the Landlord fails to comply with any term condition covenant or provision of or to perform any of his obligations or liabilities under this Agreement or any associated or collateral security, or

3.2.3.6 any representation or warranty given by the Landlord or any surety to the Council is or becomes incorrect, or

3.2.3.7 any judgement or order made against the Landlord or any surety by any court is not complied with within 21 days, or

3.2.3.8 the property of the Landlord or any surety becomes subject to any forfeiture or execution distress sequestration or other form of process, or

3.2.3.9 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to any property of the Landlord or of any surety, or

3.2.3.10 in the case of an individual:

(a) the Landlord or any surety becomes subject to an interim order or makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part VIII or enters or seeks to enter into any other form of composition or arrangement with his creditors whether in whole or in part, or

(b) a petition is presented for the bankruptcy of the Landlord or any surety, or

(c) the Landlord or any surety dies or becomes of unsound mind, or

3.2.3.11 in the case of a company or limited liability partnership:

(a) the Landlord or any surety ceases or threatens to cease to carry on or

disposes or threatens to dispose of its business or a material part of its business, or

(b) the Landlord or any surety makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part I or enters or seeks to enter into any other form of composition or arrangement with its creditors whether in whole or in part, or

(c) the Landlord or any surety becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Landlord or any surety entering into administration, or

(d) an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Landlord or any surety, or

(e) a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Landlord or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Council)

3.3 Early repayment of Principal

Notwithstanding the provisions of clause 3.2 the Landlord may at any time repay the Principal or so much of it as may be owing on giving to the Council 21 days notice subject to the Landlord at the same time also paying or discharging all other obligations and liabilities due or owing by the Landlord to the Council under this Agreement or under the terms of any security associated with or collateral to it

3.4 Interest

The Landlord undertakes with the Council to pay to the Council interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate calculated from the date of demand for payment until all moneys due under this Agreement have been repaid such interest will be demanded either

- a) as a result of failure to repay the Principal or,
- b) as a result of breach of any other condition in this Agreement

3.5 Costs charges expenses and other liabilities

3.5.1 The Landlord undertakes with the Council to pay to the Council on demand and on a full and unlimited indemnity basis all costs charges expenses and liabilities paid and incurred by the Council (whether directly or indirectly) in relation to this Agreement and the obligations owed under and associated with this Agreement and any associated or collateral security (including all commission legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Council becomes liable for them until payment by the Landlord

3.5.2 Without prejudice to the generality of the provisions of that clause the Landlord's liability under clause 3.5.1 will include not only those costs charges expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and insofar as they are not so allowable) those incurred in relation to or arising out of:

3.5.2.1 the contemplation and institution of all proceedings and other action in connection with the enforcement of this agreement and with the enforcement preservation and protection of any associated or collateral security;

3.5.2.2 the contemplation and institution of all proceedings and other action (whether against the Landlord or otherwise) for the payment or discharge of the money and liabilities associated with this agreement or any associated or collateral security;

3.5.2.3 the exercise or contemplated exercise of any power right or discretion conferred by this agreement or by law on the Council;

3.5.2.4 any default by the Landlord or any surety in compliance with the obligations imposed by the terms of this Agreement or any associated or collateral security;

3.5.2.5 any impeachment or attempted impeachment of the title of the Council (whether by the Landlord or by a third party) or of the title of the Landlord to any associated or collateral security; and

3.5.2.6 the contemplation or doing of any other matter or thing which the Council considers to be for the benefit or improvement of any associated or collateral security

3.6 Landlord's Representations and Warranties

The Landlord represents and warrants to the Council as set out in this clause 3.6

3.6.1 The execution of and the observance and performance of the Landlord's obligations under this Agreement does not and will not contravene any charge mortgage lease loan facility or other agreement

3.6.2 The execution of and the observance of the Landlord's obligations under this Agreement does not and will not contravene any of the provisions of its constitution

3.7 Indulgence and Waiver

The Council may at any time or times without discharging or diminishing or in any way prejudicing or affecting this Agreement or any associated or collateral security or any right or remedy of the Council under this Agreement or any associated or collateral security grant to the Landlord or to any other person time indulgence further credit loans or advances or enter into any arrangement or variation of rights or either in whole or in part release abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies securities guarantees or rights which he may now or subsequently have from or against the Landlord or any other person

3.8 Release

Promptly upon receipt by the Council of all of the sums due to it in accordance with the provisions of this Agreement the Council shall release the Property from the Legal Charge and shall issue to the Landlord evidence of such release in the form of the registered entries of the title of the Property

4. EASYLET RIGHTS

- 4.1 The Landlord agrees to grant to the Council and or the Managing Agent for the EasyLet Period the right to nominate tenants in accordance with the terms and conditions set out hereunder and
- 4.2 Except as provided in Clause 8.5 for the duration of the EasyLet Period the Landlord will accept the tenant and offer them a Tenancy of the Property for a term not shorter than six calendar months

5. PRINCIPLES OF EASYLET

The Landlord and the Council support the following principles which shall govern the EasyLet process as more fully described below:

- 5.1 All lettings to tenants shall be by way of an Assured Shorthold Tenancy

6. THE COUNCIL'S OBLIGATIONS

- 6.1 Prior to commencement of the EasyLet Period the Council will ensure that the Property is in a tenantable condition
- 6.2 The Council agrees with the Landlord during the EasyLet Period to:
 - 6.2.2 guarantee to administer the deposit in the Deposit Protection Service provided the Tenant is accepted
 - 6.2.3 ensure that any housing benefit claim in respect of the Tenant's occupation of the Property is dealt with as a priority
- 6.4 give advice and provide support to mediate disputes between the Landlord and the Tenant

7. THE LANDLORDS OBLIGATIONS

- 7.1 The Landlord agrees with the Council to:
 - 7.1.1 comply in all respects with the Loan conditions
 - 7.1.2 ensure that the Works are completed within the timescales referred to in the Loan approval letter
 - 7.1.3 ensure that the Works are completed to a standard acceptable to the Council and in accordance with the specification and the requirements of the Health and Safety at Work Act 1974 Building Regulations Planning and Listed Building requirements highways consents and all other legislation appropriate to the nature of the Works
 - 7.1.4 ensure all mandatory safety checks are carried out by the due date and on the Council's request supply original copies of the satisfactory certificates for inspection
 - 7.1.5 keep up to date buildings and public liability insurance cover for the Property

- 7.1.6 ensure that any furniture and soft furnishings supplied by the Landlord comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988
- 7.1.7 ensure that fire safety equipment is maintained in safe working condition
- 7.1.8 where appropriate and at their sole discretion in the event of the Tenant breaking a condition of the Tenancy take action up to and including possession of the Property from the Tenant
- 7.1.9 ensure that the property is free of category I hazards under the Housing Health and Safety Rating System and in a reasonable state of repair with reasonably modern facilities and services and provides a reasonable degree of thermal comfort
- 7.1.10 observe and perform the landlord's obligations under the terms of the Tenancy
- 7.1.11 enter into a sole management contract with the Managing Agent to take the landlord's full responsibilities in respect of the management of the property to:
- 7.1.12 ensure the Property is managed in accordance with good landlord management practice
- 7.1.13 conduct the management of the Tenancy in accordance with the Council's equal opportunities policy
- 7.1.14 charge the Tenant the EasyLet Rent on a monthly basis
- 7.1.15 observe and perform the landlord's obligations under the terms of the Tenancy
- 7.1.16 comply in all respects with the requirements of any statutes and any other obligations imposed by law or by any byelaws applicable to the Property including the Management of Houses in Multiple Occupation (England) Regs 2006 or the Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 or any applicable superseding provisions]

8. EASYLET PROCESS

- 8.1 At the commencement of the EasyLet Period the Council will select a tenant to enter into a Tenancy at the Property
- 8.2 If at any time during the EasyLet Period the Property becomes vacant then the Managing Agent will request that the Council initiates the process of finding a tenant for the Property
- 8.3 The Managing Agent will find a Tenant where the Council is unable to do so
- 8.4 The signatories to this Agreement will make every effort to expedite the identification of suitable tenants.
- 8.5 Following the expiration of a Tenancy the Managing Agent will immediately notify the Council who shall have the right to find a tenant for the Property in accordance with Clause 8.2 hereof

9. COUNCIL AS LOCAL AUTHORITY

Nothing contained or implied in this Agreement shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority

10. REMAIN IN FORCE

This Agreement shall remain in full force and effect notwithstanding earlier determination thereof so far as the provisions herein remain to be performed

11. DEMANDS AND NOTICES

11.1 Form and mode of deemed service

A demand or notice by the Council under this Agreement must be in writing and shall be deemed to have been properly served on the Landlord if served personally on:

11.1.1 the Landlord if an individual; or

11.1.2 any one of the directors or the secretary of the Landlord if a limited company; or

11.1.3 any member of the Landlord if a limited liability partnership

or by first class letter post or fax addressed to the Landlord at or by delivery to his usual or last known place of abode or business or as appropriate its registered office or at any of its principal places of business

11.2 Method of Service

Service shall be deemed to be effected notwithstanding the death or as appropriate dissolution of the Landlord:

11.2.1 at 1000 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City of London) immediately following the day of posting if given by first class letter post
Irrespective of the time or date of actual delivery or of lack of delivery;

11.2.2 when dispatched if given by fax; and

11.2.3 when left at the property concerned if delivered

11.3 Other methods of service

The methods of service described in clause 11.1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law

12. VALIDITY AND SEVERABILITY

12.1 Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not be affected or impaired

12.2 If this Agreement is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the Agreement

13. EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement shall be governed by and construed in accordance with English law

14.2 It is irrevocably agreed for the exclusive benefit of the Council that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this agreement and that accordingly any suit action or proceeding arising out of or in connection with this Agreement may be brought in such courts

14.3 Nothing in this clause 14 shall limit the Council's right to take proceedings against the Landlord in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not

15. TERMINATION

Plymouth City Council may terminate this Agreement by giving to the Landlord [at any time] written notice should the conditions of the Loan be broken. The Council cannot guarantee that the property will be handed back with vacant possession if the Partnership Agreement is ended prior to the end of the EasyLet Period

IN WITNESS whereof each party has duly executed this document as a Deed the day and year first before written

THE FIRST SCHEDULE

Existing Legal Charges

THE SECOND SCHEDULE

Loan Repayment Schedule

THE THIRD SCHEDULE

Draft Legal Charge

THE FOURTH SCHEDULE

Assistance Conditions

For the purposes of this Schedule “Certified Date” means the date certified by the Council

as the date on which the execution of the Works is completed to its satisfaction

1. Conditions of Ownership

It is a condition of the Loan assistance that if the Landlord makes a Relevant Disposal of the whole or part of the Property after any instalment of the Principal has been paid he shall repay to the Council on demand the Principal together with compound interest on that amount as from the Certified Date at the interest rate

2. Conditions of Occupation

It is a condition of the Loan that throughout the Period of Conditions the Property is subject to an EasyLet Partnership Agreement with the Council and in the event of a breach of condition under this Section the Landlord shall on demand repay to the Council the Principal together with compound interest on that amount as from the Certified Date calculated at the interest rate

3. Relevant Disposal

For the purposes of this Schedule:-

(1) A Relevant Disposal is –

- (a) a conveyance of the freehold or an assignment of the lease, or
- (b) the grant of a lease (other than a mortgage term) for a term of more than 21 years otherwise than at a rack rent

- (2) For the purposes of subsection (1) (b) above it shall be assumed –
 - (a) that any option to renew or extend a lease or sub-lease whether or not forming part of a series of options, is exercised, and
 - (b) that any option to terminate a lease or sub-lease is not exercised

(3) The grant of an option enabling a person to call for a relevant disposal shall be treated as such a disposal made to him

4. Repayment in case of compensation

- (1) The claims to which this section applies are –
 - (a) an insurance claim or a legal claim against another person in respect of damage to the Property, or
 - (b) a legal claim for damages in which the cost of the Works to the Property is part of the claim

and a claim is a relevant claim to the extent that works to make good the damage mentioned in paragraph (a) or the cost of which is claimed as mentioned in paragraph (b) are works to which the loan relates

(2) In the event of a breach of condition under this Section the Landlord shall on demand repay to the Council the Principal so far as relating to any such works together with compound interest on that amount as from such date as may be prescribed by or determined calculated at the interest rate

THE COMMON SEAL of the _____)
COUNCIL OF THE CITY OF PLYMOUTH)
 was hereunto affixed in the presence of : _____)

Plymouth City Council Authorised Signatory

SIGNED by the said _____)
 _____)
 in the presence of : _____)