

CITY OF PLYMOUTH

Subject: Private Sector Housing Assistance Policy
Committee: Cabinet
Date: 10 February 2009
Cabinet Member: Councillor Brookshaw
CMT Member: Director for Community Services
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Part: I

Executive Summary:

The private sector provides over 86% of homes within the city. Whilst many of these are in good condition, a significant number of owner-occupied and private rented properties fall below the Decent Homes standard – a government base line measure of housing quality. Inadequate housing conditions affect not only the health and safety of the occupiers, but also other factors from educational achievement to exposure to crime. Local Authorities have consistently seen the private sector as an important provider of housing and have intervened with assistance and enforcement where necessary.

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.

The Private Sector Housing Assistance Policy explains how Plymouth City Council improves housing conditions within the city. Currently the Council assists homeowners, tenants and landlords through the use of targeted grants, partnership working, advice and enforcement. However, the Council has seen a reduction of capital grant from central Government over recent years and there is now central Government and South West Regional Assembly support for the introduction of alternative methods of assistance such as loan schemes.

Private landlords and owner-occupiers acknowledge their responsibility for the maintenance of their properties and have significant amounts of free equity. Recognising this, the Assistance Policy contains proposals for the Council to change from providing grant assistance to offering affordable loans, including:

- To discontinue Decent Homes Grants
- To replace grants with a number of Council financed repayable loans for vulnerable owner/occupiers and for landlords.
- To implement limited changes to Disabled Facilities Grants (in line with government consents)
- To introduce a Discretionary Relocation Grant for disabled householders where adaptation of their property is not a viable option.
- To continue to offer a limited number of Empty Homes Grants for registered owners of empty buildings both across the city and specifically targeted at Devonport

with effect from the start of the 2009/10 financial year.

In addition, it is proposed to offer privately financed equity release loans in partnership with the Home Improvement Trust (a not for profit organisation) to the over 60s and registered disabled. Thus, already stretched Council resources could be supplemented through externally financed loans.

Corporate Plan 2008-2011:

The policy proposals support two out of the 14 Corporate Improvement Priorities directly.

CIP3 – Supporting Independent Living

CIP5 – New, affordable and decent housing

Implications for Medium Term Financial Plan and Resource Implications: Including finance, human, IT and land

The measures proposed would make financial assistance available to owner/occupiers and landlords with effect from 2009/10 in the form of repayable loans. This is a change from the current grants regime and will result in the recycling of capital which can be re-used in the future. The above is to be financed by the Private Sector Capital Renewal Grant for which a bid has been made to the Regional Housing Body and a preliminary allocation of £1.53million has been awarded to Plymouth (subject to confirmation by the Minister). In addition householders would be signposted to externally financed loans which reduces the need for Council resources. The Council would also continue to support Plymouth Householders with Disabled Facilities Grants (mandatory) and introduce a new Discretionary Relocation Grant for disabled residents. Changes to the Disabled Facilities Grant conditions now allow for grant assistance to be reclaimed if the property is sold within 10 years (subject to a maximum reclaim of £10,000 for any individual grant over £5,000) and this will then allow this capital to be recycled. Empty property grants would continue to be offered to landlords in the city.

Other Implications: e.g. Section 17 Community Safety, Health and Safety, Risk Management, Equalities Impact Assessment, etc.

An initial equalities impact assessment has been completed and will be reviewed in view of ongoing consultation.

Recommendations & Reasons for recommended action:

It is recommended that the Private Sector Housing Assistance Policy is approved by Cabinet for implementation at the start of the financial year 2009/10. It is also recommended that the loans and conditions are reviewed after 6 months in view of the rapidity of change in the financial markets and the effects this may have on householders.

The reason for this recommendation is that the Plymouth Stock Condition Survey 2005 revealed a need for improvements to private housing across all tenures and city neighbourhoods. With increasing need and less available capital to fund a grant policy, the change to a loans policy that allows for the introduction of external capital and the recycling of public funds is required.

Alternative options considered and reasons for recommended action:

The main alternative option considered is the continuation of the current improvement grants regime. It is rejected on the basis that it does not allow the Council to lever in external capital to assist additional householders in the City. Offering grants instead of loans would also result in the loss of public capital funding instead of being able to recycle it.

Background papers:

- Private Sector Housing Assistance Policy (approved April 2008)
http://www.plymouth.gov.uk/assistance_policy_february_2008.pdf
- Department for Communities and Local Government Departmental Strategic Objectives and Supporting Indicators
<http://www.communities.gov.uk/corporate/about/howwework/publicserviceagreements/>

- Public Sector Agreement 20
<http://www.communities.gov.uk/corporate/about/howwework/publicserviceagreements/>
- Private Sector Housing Strategy 2008-2011
(Available from the Housing Strategy and Renewal Division of Community Service Directorate)
- Plymouth City Council Private Stock Condition Survey 2005
(Available from the Housing Strategy and Renewal Division of Community Service Directorate)
- Housing Act 2004
http://www.opsi.gov.uk/ACTS/acts2004/ukpga_20040034_en_1
- The Government's Regulatory Reform (Housing Assistance) (England and Wales) Order 2002
<http://www.opsi.gov.uk/si/si2002/20021860.htm>
- The Revision of Empty Property Grant Limit and Approval Policy and Procedures" 15th June 2005 under reference number HNS 8 05/06
<http://www.plymouth.gov.uk/modgov?modgovlink=http%3A%2F%2Fwww.plymouth.gov.uk%2FmgInternet%2FmgIssueHistoryHome.asp%3FId%3D16716%26amp%3BoptionId%3D0>

Sign off: comment must be sought from those whose area of responsibility may be affected by the decision, as follows (insert initials of Finance and Legal reps, and of Heads of HR, AM, IT and Strat. Proc.):

Head of Fin	CoS F HC 89 009/ NR	Head of Leg	N.J. 002 9	Head of HR		Head of AM	CJT /028 /190 109	Head of IT		Head of Strat Proc	J.C. 217
Originating SMT Member											

Cttee report V5

1. Introduction

- 1.1 The Private Sector Housing Assistance Policy (Assistance Policy) sets out the priorities for the improvement of private housing in line with the aims outlined in Plymouth's Private Sector Housing Strategy. It defines target groups and outlines the conditions and circumstances under which Plymouth City Council is able to assist householders in the repair, renovation and improvement of their properties. It highlights changes in the way the Council assists householders and landlords, such as the introduction of loans instead of grants for home improvement. Following the approval of the last Housing Assistance Policy in April 2008, this new document contains a number of amendments to the approved policy in order to improve the services offered to Plymouth residents.

2. Background

- 2.1 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 can decide the extent to which it offers assistance and what conditions are applied to these services with the exception of the mandatory Disabled Facilities Grant.
- 2.2 The Plymouth Private Sector Stock Condition Survey (2005) demonstrated that 34% of vulnerable householders occupied properties which fell below the Decent Homes Standard – a government measure of housing quality. This survey also shows that the majority of homeowners have a significant amount of equity in their homes.
- 2.3 The Housing Act (2004) sets out the minimum acceptable standards for housing in the Housing Health and Safety Rating System (HHSRS). Under this system various housing deficiencies (e.g. Damp and Mould) are categorised as Hazards according to their severity. The Council has a duty to review housing conditions and intervene by offering assistance, using enforcement or issuing awareness notices if necessary in order to address Category 1 Hazards. It also has discretionary powers to take action in respect of Category 2 Hazards.

3. Strategic Context

- 3.1 Nationally the provision of good quality, affordable housing remains a key priority. Aims for private sector housing are reflected in the Community and Local Government's Departmental Strategic Objective 2 (DSO2).

Indicator 2.8 states the Government's commitment to reducing the number of vulnerable householders in non-decent private sector homes. This contributes to the Government's PSA20, which aims to "increase long-term housing supply and affordability".

- 3.2 The Assistance Policy is an integral part of the Council's wider strategic aims and links to City regional and national priorities.

4. Key Principles

- 4.1 Loan Assistance is targeted based on the householders' income. Council funded loans are available to householders in receipt of a range of means tested benefits (the Council's definition of vulnerable). Externally financed loans are available to the over 60s and registered disabled householders or those who live with a registered disabled person in the house.
- 4.2 Loans will be offered on a citywide basis, but consideration will be given to proactively marketing in priority areas to narrow the gap between communities. The 2005 Stock Condition Survey identified parts of Stonehouse, Devonport, Efford and Lipson as areas with the highest rates of non decent dwellings for vulnerable occupiers. Further statistical analysis in 2007 revealed additional areas in Stoke, St Budeaux and the City Centre. The East End neighbourhood was identified as a 10 year Renewal Area in May 2000 and remains an important priority.
- 4.3 The Decent Homes Standard (DHS) is the minimum acceptable standard for housing. As such, the DHS is an "intervention standard" not an achievement standard. The identification of a non-decent home is the trigger for enabling improvement to as high a standard as is reasonably practicable. The change from grant to loan assistance means that it will be increasingly difficult to achieve a "full" standard of improvement. Grants provided a financial inducement to carry out works that the owner might have considered unwanted or unnecessary; the change to loans removes this financial inducement. The overriding consideration is to improve substandard housing towards the meeting of the DHS and the removal of any Category One hazards. Any tangible improvement will usually be beneficial. In addition, there are a number of situations where improvement above the DHS can be justified by linkage with strategic priorities. For these reasons, we will aim for a standard of "Decency Plus". Where it is not possible to achieve this by co-operation, consideration will be given to using the Council's powers to enforce improvements where this action is appropriate and practicable.
- 4.4 In order to support the regeneration of Plymouth by improving the built environment and increasing the supply of decent private sector homes

available for rental at an affordable rate a limited number of Empty Homes Grants will be offered to owners of high priority empty property, both across the city and specifically targeted at Devonport.

- 4.5 In return for grant assistance the owner must agree to Plymouth City Council having nomination rights on the completed dwellings for a period of between five and ten years as set out in the approved Delegated Authority for "The Revision of Empty Property Grant Limit and Approval Policy and Procedures" 15th June 2005 under reference number HNS 8 05/06
- 4.6 This policy contains guidance in addition to that contained within HNS 8 05/06. It clarifies the baseline to be used by the technical officer when assessing the written quotations for the renovation of empty property to ensure the price quoted provides the applicant with the best value for money.

5. Partners

- 5.1 Within the Southwest, there are two potential partners for the delivery of Council backed loans to vulnerable householders. In selecting suitable partners, Council officers evaluated proposals from the Wessex Reinvestment Trust (WRT) and the Home Improvement Trust (HIT) for the provision of loans to householders in the city. The HIT was chosen on the basis of providing overall best value for money in terms of annual membership cost and the cost of subsidy for every individual loan. Council capital invested into the HIT loan scheme attracts interest payable to the authority and can also be withdrawn by the Council at any stage, this is unlike any capital invested into the WRT loan scheme which would be lost to the authority, should it decide to withdraw from the scheme.
- 5.2 Plymouth City Council will work with our partners Care and Repair and the HIT to provide a value for money service. Care and Repair, the local home improvement agency, will support vulnerable householders through the application process, assist with obtaining quotations for the work and liaising with the builders and the HIT. Care and Repair, has a wealth of experience in helping clients improve their homes. This has been gained by working with the Council in processing and supervising grants; however this expertise is readily transferable to the loan environment. They are able to facilitate other funding that may benefit clients (e.g. through relevant charities). Wherever possible and practicable Care and Repair will act as the clients' agents.
- 5.3 The 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 (DWP) to take maximum advantage of any interest relief that may be available for borrowers.

- 5.4 Resources will be maximised where it is possible and practical to do so and 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.

6. Changes from the previous Assistance Policy

- 6.1 Plymouth householders have traditionally been offered a number of home improvement grants, targeted according to property condition, location and owners' vulnerability status. However due to funding restrictions the amount available for grants has reduced significantly thus leaving a shortfall for vulnerable home owners in non-decent homes. Householders have seen significant increases in equity and consultation has shown that they acknowledge their responsibility for home maintenance and improvements. The availability of affordable equity release loans is giving Councils the opportunity of assisting more homeowners in improving their housing conditions by releasing some of their available equity. This also addresses the dependency on publicly funded grants which can result in delaying private investment. Reviewing the options for assistance to householders, Plymouth City Council has developed a loan scheme to replace the current grant regime in partnership with the Home Improvement Trust. This loan scheme has been chosen on the basis of providing overall best value for money, both for Plymouth City Council and Plymouth householders.
- 6.2 The 2005 Stock Condition Survey also shows that vulnerable households living in the private rented sector experience the highest rates of non-decency and category 1 (HHSRS) hazards. Landlords have a legal duty to keep their property in a good state of repair. However experience has shown that a supportive approach is more effective in raising the standard of private rented housing than taking enforcement action. This policy will offer the facility of a short term loan for landlords to assist in installing efficient systems of heating and other energy efficiency measures.
- 6.3 The loan scheme proposed comprises two distinct parts:
 - 6.3.1. Signposting householders over 60, disabled or living with disabled people to the HIT "Houseproud" equity release loans. These loans are facilitated by the Home Improvement Trust and financed by the

Dudley Building society. The Dudley Building Society has recently (November 2008) confirmed their ability to finance this scheme to the value of £100 million (across all participating Local Authorities). The loan is secured on the borrower's property, subject to the Society's standard variable mortgage rates applicable at the time of taking out the loan. It carries a no-repossession and no-negative equity guarantee. For economically vulnerable clients there is also assistance with obtaining interest relief payments from the Department of Work and Pensions for essential works to their property. These qualities mean that the HIT is able to offer a loan service, which overcomes many of the traditional objections that clients may have in obtaining private finance. In doing so they offer a valuable service towards the improvement of housing which would otherwise have to wait until public resources became available. It is also possible to transfer the loan from the public sector to the private Houseproud loan (i.e. when the client reaches the age of 60) and thus release capital back into the public sector for re-use. Benefits of this service also include that it is available to non-vulnerable householders and this allows the Council to offer assistance to householders who it previously could not help due to limited resources.

6.3.2. Investing into a "Revolving Loan Fund", administered by the HIT which issues home improvement loans to vulnerable householders. This loan fund is a deposit account with a nominated Building Society (currently the Dudley) in the Local Authority's name. Interest on the capital is paid into the fund. The Local Authority can withdraw monies from this fund in line with investment timescales agreed at the time of deposit. This facility will be used for vulnerable individuals who do not meet the Houseproud loans lending criteria or who do not wish to take out a Houseproud loan. The fund issues the following loans:

- Home improvement loan
- Emergency repair and maintenance loans – maximum £3000 ,
- Warmfront top up loans - maximum £1000
- Energy efficiency loans for landlords – maximum £3000 ,

All owner/occupier loans are subject to a fixed subsidised interest rate. This rate is set at Bank of England Base rate at the time of taking out the loan up to a maximum of 3% and is compounded annually. This rate is significantly lower than the Dudley Building Society's standard variable rate; however it does not attract any interest relief payments from the Department of Works and Pensions for vulnerable

householders. The Council will review its policy on interest rates throughout the operation of the loan scheme. The owner occupier loans are due for repayment when the property changes hands with no monthly repayments in the meantime. The landlord energy efficiency loans are due for repayment after 36 months and are interest free.

- 6.4 Houseproud and Council financed loans are secured using either a Legal Charge registered on the property deeds or a Local Land Charge depending on the amount loaned and the duration of the loan period. Whenever charges are registered on the property deeds there is a loan administration and valuation fee of £ 435 (£ 495 for unregistered properties), payable to the HIT.
- 6.5 A major objective of the loan system is to re-use funding as much as possible. In a grant system, the approved monies can only be used to improve the one house, whereas with loans the sum can be recycled repeatedly on repayment. To this end, loan repayments will be returned to the revolving loan fund to be utilised for future renewals assistance.
- 6.6 The Council will also work with other funding agencies (e.g. the Warmfront grant to provide heating improvements) and, where appropriate, offer assistance towards the cost of works which exceed the maximum available under the scheme. This will be more cost effective than loans for the total sum of the works.
- 6.7 It is likely that the reduced availability of grants will draw in finance from other family members to secure the improvement of their parents' homes. This is equitable; younger members of the family will benefit from the increased value of the house on refurbishment when the house is sold. Their contribution can make significant improvements to the city's housing stock.
- 6.8 Although many other councils across the UK have introduced loans successfully (for example West Midlands Councils and Bristol), the concept of loans is new to Plymouth. We cannot predict how successful it will be initially, but the available funding may not be committed in the next financial year. Uncommitted Government funding can remain in the revolving loan fund account administered by the HIT and used in later years.
- 6.9 As a result of the introduction of the loan schemes, the Decent Homes Grant will be withdrawn. The authority will continue to offer grants for empty properties and the (mandatory) Disabled Facilities Grant.
- 6.10 Changes to the Disabled Facilities Grants (in line with government consents introduced in 2008), relate to the recovery of grant payments, the

recovery of specialist equipment where it is no longer required and the repayment of grants where beneficiaries have obtained compensation in respect of the works.

- 6.11 The introduction of a new Discretionary Relocation Grant for disabled people makes funds of up to £ 30,000 available to cover the cost of moving house (including fees etc), where adaptation of the current property is not the most cost effective way to meet the clients' needs.

7. Resources

- 7.1 Availability of financial assistance for home improvements is dependent on available capital budgets.
- 7.2 Membership of the HIT and the investment into the revolving loan fund is to be financed through the Private Sector Renewal Grant. A grant bid for £510,000 for the set up and operation of the loan scheme has been submitted to the Regional Housing Body in line with new funding procedures for 2009/10. This is in addition to any Private Sector Renewal Grant expected in 2009/10 based on the usual formula allocation. For 2009/10, the Regional Housing Body has been given a provisional Regional Housing Pot grant allocation of £ 27 million. Of this £18.9 million (70%) is allocated according to the established formula and £ 8.1 million is subject to bids by the various Local Authorities. Of the £8.1 million, £ 3.6 million have been top sliced for the introduction of loan schemes. Plymouth City Council has been given a provisional total award of £ 1.53 million which is subject to ministerial confirmation.

8. Consultation

- 8.1 Pre-policy consultation has been carried out with householder focus groups, other relevant stakeholders and organisations which included:
- Citizens Advice Bureaux
 - Shelter
 - Older People's Voluntary Network
 - Plymouth Private Rented Forum
 - Senior Citizens Forum
 - Disability Action Network
 - Care and Repair Plymouth
- 8.2 The main findings from consultation indicated that :
- 81% of respondents surveyed believe that it is the owner's responsibility to maintain their property,

- 82% believe that the Council should offer some form of help to owners.
- 40% of householders surveyed indicated that they might be interested in a loan if there was no grant assistance.
- There is some concern regarding conditions attached to the loan and charges in setting up a loan (landlord consultation).

Whilst some older residents are concerned about their inheritance, others welcome the idea of no service loans which will not affect their disposable income

Consultation is ongoing and the policy will be made available on the Plymouth City Council Website and be sent to interested residents and organisations.

9. Recommendations

- 9.1 It is recommended that the Private Sector Housing Assistance Policy is approved by Cabinet for implementation at the start of the financial year 2009/10. It is also recommended that the loans and conditions are reviewed after 6 months in view of the rapidity of change in the financial markets and the effects this may have on householders.

Private Sector Housing Assistance Policy

January 2009

Contents	Page
1 Introduction	15
2 Implementation	15
3 Relevant Legislation	15
4 Background	16
5 Assistance Priorities	18
6 Financial Assistance	19
7 Assistance Principles	21
8 Application and Decision Making	24
9 Consultation	29
10 Equal Opportunities	30
11 Complaints and Comments	30
12 Access to Information and Data Protection	30
13 Review and Revision	31

Appendices

Appendix A –	Types of assistance available	32
Appendix B –	General requirements of assistance	55
Appendix C –	Conditions of Assistance – Home Improvement Loan	60
Appendix D –	Conditions of Assistance – Emergency Repairs and Maintenance Loan	68
Appendix E –	Conditions of Assistance – Warmfront Top Up Loan	76
Appendix F –	Conditions of Assistance – Landlord Heating and Energy Efficiency Loan	83
Appendix G –	Conditions of Assistance – Disabled Facilities Grant (DFG)	91
Appendix H –	Conditions of Assistance – Discretionary Relocation Grant	104
Appendix I –	Conditions of Assistance – Empty Homes: Empty Property Grant Living Over the Shop Grant (LOTS) LOTS Grant (Devonport)	112
Appendix J –	Conditions of Assistance – Empty Homes – HouseLet Loan	120
Appendix K –	Intervention and Target Standards	127

1 Introduction

- 1.1 The Private Sector Housing Assistance Policy (Assistance Policy) sets out the priorities for the improvement of private housing in line with the aims outlined in Plymouth's Private Sector Housing Strategy. It defines target groups and priority areas and outlines the conditions and circumstances under which Plymouth City Council is able to assist householders in the repair, renovation and improvement of their properties. It highlights changes in the way the Council assists householders and landlords, such as the introduction of loans instead of grants for home improvement. The national, regional and city context are explained as are the needs identified in citywide house condition surveys.

2 Implementation

- 2.1 The policy will become operational on 1st April 2009. The policy will not affect grant approvals made prior to this date. This policy will be published by placing an advert 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 the same under the Housing Grants, Construction and Regeneration Act 1996. However, the Government has issued three consents which enable the Council to apply conditions to DFGs additional to those specified in the 1996 Act:
- 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 or payment of Grant) General Consent 2008
- 3.3 These are in respect of the recovery of grant payments, the recovery of specialist equipment where it is no longer required and the repayment of grants where beneficiaries have obtained compensation in respect of the works. Full details are provided in appendix G to this report.
- 3.4 The Housing Act 2004 sets out the minimum acceptable 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, and “Damp and Mould”. Where the health and safety risks of a problem are considered to be severe this is described as a category 1 hazard. The Council has a duty to address category 1 hazards by either requiring improvement or advising the owner. In extreme cases, restricting the occupancy or even demolition may be appropriate.
- 3.5 The Decent Homes Standard is a non statutory standard. Satisfying this requires a higher level of repair in addition to compliance with the minimum standard of no category 1 hazards present.
- 3.6 HHSRS, and the Decent Homes Standard, are used as a part of the assessment to determine whether the Council can provide assistance for repairs and improvements to housing.

4 Background

4.1 Strategic Context

4.1.1 The Assistance Policy is an integral part of the Council’s wider strategic aims and links to regional and national priorities including:

- South West Regional Housing Strategy
- Local Strategic Partnership – Towards a sustainable community strategy
- PCC Corporate Improvement Priorities - Supporting independent living, New, affordable and decent housing
- PCC Housing Strategy
- PCC Home Energy Strategy
- PCC Empty Homes Strategy
- PCC Private Sector Housing Strategy

4.2 National Context

- 4.2.1 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.
- 4.2.2 Favouring loans assistance over grants to achieve an increase in decent homes in the private sector, 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). Additional resources to fund these loan schemes have been made available in the past.

4.3 Regional Context

- 4.3.1 Regional priorities include the provision of affordable housing and improving the condition of available homes. Within the Southwest region there is an increasing acknowledgement of the need for a loans scheme to finance private sector renewal. The South West Housing Body has ring fenced a significant amount of the Private Sector Renewal Grant for this purpose for 2009/10.

4.4 City Context

- 4.4.1 The Plymouth Private Sector Stock Condition Survey (2005) demonstrated that 34% of vulnerable householders occupied properties that fell below the Decent Homes Standard. This comprised of 30% in the owner occupied and 45% in the private rented sector.
- 4.4.2 Plymouth City Council has seen its regional renewals capital grant allocation reduced from £ 2.2 Million to £ 1 Million over the last 3 years, thus restricting the amount available for grants significantly and leaving a shortfall for vulnerable homeowners in non-decent homes.

5 Assistance Priorities

5.1 The quality and condition of private housing affects many aspects of residents' life. The following priorities have been identified in the Private Sector Housing Strategy 2008-2011.

5.2 Health and Safety in the home.

5.2.1 The Health and Safety Hazard Rating System (HHSRS) identifies a number of hazards within the home, for instance excess cold, trips and falls, electrical & gas safety etc. It is a priority to remove the most serious hazards (classified as Category One) and help householders address lesser hazards. This contributes to increasing the numbers of properties meeting the Decent Homes Standard – a national base line measure of housing condition. This is to be achieved through home improvement loans, emergency repairs 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 Alleviate Fuel Poverty and Excess Cold

5.3.1 We will be working in partnership with occupiers and landlords and the Devon Energy Efficiency Advice Centre, and maximising available funding sources to encourage the installation of adequate, efficient and affordable heating systems. This is to be achieved through Warmfront grants and top up loans, landlord loans, home improvement loans and other energy efficiency measures.

5.4 Support independent living

5.4.1 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.

5.5 Housing Choice and Empty Properties

5.5.1 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 Homes – Empty Property Grants, Empty Homes - Living over the Shops grants (LOTS) and Empty Homes LOTS grants (Devonport.) These grants will remain whilst funding is available from regeneration budgets. Consideration is to be given for the introduction of an Empty Homes loan scheme. In addition

short-term loans will be made available for landlords to assist them in improving their houses/flats prior to leasing under the HouseLet scheme.

- 5.6 In order to support all the above priorities, the Council will aim to prevent disrepair by advising householders how to maintain and repair their properties. The Council will also publish manuals and leaflets providing the relevant information.

6 Financial Assistance

- 6.1 Plymouth householders have traditionally 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 has shown that they acknowledge their responsibility for home maintenance and improvements.
- 6.2 Reviewing the options for assistance to householders, Plymouth City Council officers have evaluated proposals from the two available loans providers in the Southwest – Wessex Reinvestment Trust and the Home Improvement Trust. Both organisations offered the potential to develop loans to replace the current grant regime. The options proposed by the HIT have been 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.
- 6.3 The availability of affordable equity release loans gives Councils the opportunity of assisting more homeowners in improving their housing conditions by utilising this equity. This also addresses the dependency on publicly funded grants, which can result in delaying private investment.
- 6.4 The 2005 Stock Condition Survey also shows that vulnerable households living in the private rented sector experience 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 a supportive approach is more effective in raising the standard of private rented housing than taking enforcement action. This policy will offer the facility of a short-term loan for landlords to assist in installing efficient systems of heating and other energy efficiency measures. Owners are also supported when bringing Empty Homes back to use through the use of Empty Homes - Empty Property Grants. There will also be loans to assist landlords who need to improve their properties before they are able to let them out using the Council's Empty Homes HouseLet scheme.

6.5 Table 1 - Loans and grant schemes to assist householders and landlords in improving property conditions and meeting assistance priorities

Housing Assistance Policy	Assistance Priority	Aimed at	Further Information
Home Improvement Loan	Alleviate fuel poverty and excess cold. Improve Health and Safety in the home , increase the number of decent homes	Owner Occupiers	Appendix A , B, C
Houseproud Loan	Alleviate fuel poverty and excess cold. Improve Health and Safety in the home, increase the number of decent homes	Owner Occupiers	Appendix A , Directly from Houseproud 0800 873 7569
Emergency repair and maintenance loan	Alleviate fuel poverty and excess cold. Improve Health and Safety in the home, increase the number of decent homes, Support independent living	Owner Occupiers	Appendix A, B, D
Warmfront top up loan	Alleviate fuel poverty and excess cold	Owner Occupiers	Appendix A, B, E,
Landlord heating and energy efficiency loan	Alleviate fuel poverty and excess cold. Improve Health and Safety increase the number of decent homes	Landlords	Appendix A, B, F, K
Mandatory Disabled Facilities Grant	Support Independent Living	Owner Occupiers / Tenants	Appendix A, B, G,
Discretionary Relocation Grant	Support Independent Living	Owner Occupiers	Appendix A, H,
Empty Homes – Empty Property Grant	Increase Housing Choice and decency. Bring Empty Properties back into use	Owners of empty property	Appendix A, B, I,
Empty Homes - (LOTS) Grant	Increase Housing Choice and decency. Bring Empty Properties back into use	Owners of empty commercial property	Appendix A, B, I
Empty Homes - LOTS Grant (Devonport)	Increase Housing Choice and decency. Bring Empty Properties back into use	Owners of empty commercial property	Appendix A, B, I
Empty Homes HouseLet Loan	Alleviate fuel poverty and excess cold. Improve Health and Safety. Increase the number of decent homes	Landlords	Appendix A, B, J,

7 Housing Assistance Principles

7.1 Income Targeting

7.1.1 As Council housing assistance 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 Loan assistance is targeted at financially vulnerable householders who may qualify for a Home Improvement Loan, an Emergency Repairs Loan, or a Warmfront Top Up Loan from Plymouth City Council.

7.1.3 The options for all householders are either to self-fund the works or take out a commercial loan. Householders over 60 (or registered disabled/living with registered disabled) have the added option of a Houseproud Loan (facilitated by the Home Improvement Trust).

7.1.4 To protect vulnerable and other householders, loan schemes in this policy carry a guarantee of no-repossession.

7.1.5 Table 2 – Loan Options for Householders

Householder Status	Assistance Options	Support available?
Financially vulnerable*	<ul style="list-style-type: none"> • Advice through leaflets and signposting • Self funding • Commercial loan • Plymouth City Council Home Improvement Loan (incl. Emergency Repairs Loan Warmfront Top Up Loan) 	Yes (for PCC Loan)
Clients over 60 or with disabled person in household and financially vulnerable*	<ul style="list-style-type: none"> • As above • Houseproud Loan 	Yes (for Houseproud Loan and PCC Loan)
Clients over 60 or with disabled person in household, not financially vulnerable	<ul style="list-style-type: none"> • Advice through leaflets and signposting • Self funding • Commercial loan • Houseproud Loan 	Yes (for Houseproud Loan)
All clients	<ul style="list-style-type: none"> • Advice through leaflets and signposting • Self funding • Commercial loan 	No

7.1.6 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 improvement loans 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.
- **Priority Three** – No Category One Hazards present in property and/or applicants who also qualify for a Houseproud loan and for interest relief from the Department of Works and Pensions.

7.2.2 Within the above scheme, additional priority will also be given to removing the hazard of excess cold. This is to address the problems of excess deaths in the winter months , especially amongst the over 75s and those in the most deprived neighbourhoods in the city (Nelder and Lawson 2008)¹

¹ Nelder R., Lawson S., "Excess Winter Mortality in Plymouth 1981/82 to 2005/6, July 2008, Public Health Development Unit, Plymouth tPCT

7.3 Narrowing the Gap

7.3.1 Loans will be offered on a citywide basis, but consideration will be given to proactively marketing in priority areas to narrow the gap between communities. The 2005 Stock Condition Survey identified parts of Stonehouse, Devonport, Efford and Lipson as areas with the highest rates of non decent dwellings for vulnerable occupiers. Further statistical analysis in 2007 revealed additional areas in Stoke, St Budeaux and the City Centre. The East End neighbourhood was identified as a 10 year Renewal Area in May 2000 and remains an important priority.

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 and 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 achieving the Government's Decent Homes standard or the Council's target standard for the improvement of housing (see appendix M). Works towards the partial achievement of these standards can be considered for Housing Assistance.

7.4.3 Experience in other areas has shown that in general loan schemes do not operate successfully where the Council offers an alternative of grant assistance.

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, assist with obtaining quotations for the work and liaising with the builders and the Home Improvement Trust.

7.4.6 In selecting partners for the provision of loan services, value for money in procurement and process must be achieved and all available funding options should be explored. Any organisation providing loans must

represent value for money for Plymouth City Council and individual householders.

- 7.4.7 The Home Improvement Trust (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.
- 7.4.8 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.
- 7.4.9 Although the service will be more pro-active and give preventative advice, the effectiveness of the service relies heavily on the level of funding that is committed by the Council.

8 Application and Decision Making

8.1 Application Process

8.1.1 Loans (excl. Houseproud)

- Following an initial enquiry received in person, by telephone, letter, email, or referral from Council Officers, the Council will send a loan information sheet and enquiry form to the applicant.
- After returning the completed enquiry form, the applicant will be advised whether they are eligible for loan assistance.
- Applicants will be asked to complete a loan application form (help is available from Care and Repair) and a Council Technical Officer assesses the eligible works and estimates the likely costs of the works.
- The Council sends an illustration of key facts relating to the loan amount required to carry out the works to the property and any loan set up charges.

- If the client wishes to proceed with the application, the Technical Officer produces a schedule of works and Care and Repair offers assistance with obtaining quotations from contractors.
- Following receipt of quotations, the Technical Officer advises the applicant on the best quotation and the Council makes a formal loan offer to the client.
- The client accepts the loan offer.
- Building works can be completed (Care and Repair help is available for vulnerable clients)
- Upon completion of building work the contractor is paid and the loan is registered as a Legal Charge on the client's property
- The loan is repaid on change of title and the charge is removed.

8.1.2 Emergency Repairs and Maintenance Loans and Warmfront top up loans are registered with a Local Land Charge instead of a Legal Charge and may require lesser involvement from Council technical personnel where the works are agreed (e.g. Warmfront top up loan)

8.1.3 Landlord Heating and Energy Efficiency Loans are accessed by referral from PCC officers only and there is no Care and Repair involvement in the application. The client obtains quotations for contractors. Landlord Heating and Energy Efficiency Loans are repaid on change of title or after 36 months (whichever is the first).

8.1.4 Empty Homes - HouseLet Loans are to be repaid from rental income.

8.1.5 Houseproud Loans

8.1.5.1 Applicants over 60, disabled or living with disabled people, who do not meet the Council's definition of vulnerable, will be referred to the Home Improvement Trust who will contact them with an information pack on Houseproud loans and the relevant documentation to be completed. Help with the process and technical assistance for over the 60s is available from Care and Repair (subject to a charge). .

8.2 Mandatory Disabled Facilities Grants

8.2.1 Clients are referred for disabled facilities grants following an assessment carried out by an Occupational Therapist. A statement of need forms the basis for referral. Clients are supported by the Council and Care and Repair throughout the application and building processes.

8.3 Discretionary Relocation Grant

8.3.1 Clients' needs are assessed at the Case Review Meeting for this assistance and if appropriate an offer will be made to clients.

8.4 Empty Homes – Empty Property Grant, Empty Homes - LOTS Grant and Empty Homes - LOTS Grant (Devonport)

8.4.1 Empty Homes - LOTS Grant (Devonport), is advertised and owners invited to submit an 'owner's notice of intention'. In respect of Citywide Empty Homes – Empty Property Grant and Empty Homes - LOTS Grant suitable properties are identified from those empty properties on the Empty Homes Database and individual approaches made to owners.

8.4.2 In respect of the above Empty Homes Grants, informal property surveys are carried out by a member of the Empty Homes Team to assess suitability of the property for grant assistance. If the property is found to meet the criteria for grant assistance, the owner is invited to instruct an Architect/Professional Agent to produce schedule of work based on the Empty Homes Build Specification for approval by the partner RSL, a Council Technical Officer and Empty Homes Officer. Once the schedule of work is approved the owner is invited to submit a formal application together with documentation and information required by the Empty Homes Team to complete the application process.

8.5 Table 3 - Partner Involvement

Housing Assistance	Plymouth City Council	Care and Repair	Home Improvement Trust
Houseproud Loans	Scheduling	Advice/setting up/ client's agent/ quotation/ requesting payment	Funding, legal work, approval, payment
Home Improvement Loan	Scheduling, evaluating, approval, completion, authorising payment	Advice/setting up/ client's agent/ quotation/	Fund holding, charge registration, monitoring accounts
Emergency Repair and Maintenance Loan / Warmfront Top Up Loan	Scheduling (If required) evaluating, approval, completion, authorising payment	Client support if required	Fund holding, monitoring accounts
Landlords Heating and Energy Efficiency Loan	Scheduling, evaluating, approval, completion, authorising payment	N/A	Fund holding, monitoring accounts
Disabled Facilities Grants	Scheduling, evaluating, approval, completion	Advice, client's agent/quotation/	N/A
Empty Homes –Empty Property Grant	Evaluating, approval, completion, authorising payment	N/A	N/A
Empty Homes - LOTS Grant			
Empty Homes -LOTS Grant (Devonport)			
Empty Homes -HouseLet Loan			

8.6 Assistance Panel

8.6.1 The Assistance Panel consists of at least two of the following: Private Sector Team Leaders, Strategy and Development Team Leader, 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)

8.6.2 The Assistance Panel may review the circumstances relating to the conditions, rejection, approval, payment or claim for repayment in respect of any application for a grant or Council financed loan in accordance with the General Requirements of Assistance (Appendix B). It cannot vary any conditions associated with Houseproud Loans. Subject to legislative requirements, 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 a loan
- 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, emergency repair and maintenance and Warmfront top up loans - waive, or make a lesser demand for, the requirement to repay monies where the owner of the property has no 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 residential premises which fall outside the definition of “dwelling”, this can include canal 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
- Consider the payment of loan arrangement fees where borrowers wish to repay a Council Home Improvement Loans by taking out a Houseproud Loan.

9 Consultation

9.1 Pre-policy consultation has been carried out with householder focus groups, other relevant stakeholders and organisations which included:

- Citizens Advice Bureau
- Shelter
- Older People's Voluntary Network
- Private Rented Forum
- Senior Citizens Forum
- Disability Action Network
- Care and Repair Plymouth

9.2 The policy has been made available on the Plymouth City Council Website and been sent to interested residents and other stakeholders.

9.3 The main issues raised in consultation with residents at two resident workshops were:

- Acknowledgement of individual responsibility for property maintenance
- Preference for a grant over a loan
- Concerns that loans need to be affordable
- Concerns that loans should not result in repossession
- Concerns about leaving an inheritance after loans have been paid off
- Concerns about residents' control over what type of works are carried out on their properties

9.4 In response to these concerns, the loans in this policy are affordable and have a no repossession guarantee. Whilst aiming to make properties decent officers will work with the householders to determine the works needed to reach acceptable standards of housing. Concerns about inheritance have been addressed by pointing towards the increase in property value due to the essential works carried out over the long term. Whilst there is a general preference for a grant instead of a loan, many residents do acknowledge that the introduction of loans enables Plymouth City Council to help more householders with the capital that is returned into the loans fund.

- 9.5 Landlords at the Private Rented Forum commented on the set up costs associated with a Landlord Heating and Energy Efficiency Loan. In response to these concerns and after an evaluation of risk, the landlord loans offered will be secured by means of a local land charge which significantly reduces the loan set up costs.
- 9.6 Citizens Advice Bureau personnel and members of the Older Persons Voluntary Network have expressed support for the introduction of loans.

10 Equal Opportunities

- 10.1 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)² 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.
- 10.2 For ease of reading, reference throughout this policy is made to the male gender. Please note that where this occurs it also refers to female gender and the transgender.

²(subject to Appendix B – General Conditions of Assistance, item 12 – Persons from abroad)

11 Complaints and Comments

- 11.1 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 and click on the Have Your Say section on the home page.
- 11.2 If a complaint is about a Freedom of Information request, you can complain to the Information Commissioner. www.informationcommissioner.gov.uk

12 Access to information and Data Protection

- 12.1 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.

12.2 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.

12.3 The Council may also get 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.

12.4 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.

12.5 Plymouth City Council is the data controller for the purposes of the Data Protection Act 1998.

13 Review and Revision of this policy

13.1 This policy will be reviewed and revised when required.

Appendices	Page
Appendix A – Types of assistance available	32
Appendix B – General requirements of assistance	55
Appendix C – Conditions of Assistance – Home Improvement Loan	60
Appendix D – Conditions of Assistance – Emergency Repairs and Maintenance Loan	68
Appendix E – Conditions of Assistance – Warmfront Top Up Loan	76
Appendix F – Conditions of Assistance – Landlord Heating and Energy Efficiency Loan	83
Appendix G – Conditions of Assistance – Disabled Facilities Grant (DFG)	91
Appendix H - Conditions of Assistance – Discretionary Relocation Grant	104
Appendix I – Conditions of Assistance – Empty Homes: Empty Property Grant Living Over the Shop Grant (LOTS) LOTS Grant (Devonport)	112
Appendix J – Conditions of Assistance – Empty Homes – HouseLet Loan	120
Appendix K – Intervention and Target Standards	127

Appendix A – Types of assistance available

	Type of Loan	Page
1	Home Improvement Loan	21
2	Emergency Repair and Maintenance Loan	23
3	Warmfront Top Up Loan	25
4	Landlord Heating and Energy Efficiency Loan	27
5	Mandatory Disabled Facilities Grant	29
6	Discretionary Relocation Grant	31
7	Empty Homes – Empty Property Grant	33
8	Empty Homes - LOTS Grant	35
9	Empty Homes - LOTS Grant (Devonport)	37
10	Empty Homes - HouseLet Loan	39
11	Houseproud Loan	40

Assistance Policy	1. Home Improvement Loans
Purpose	Home improvement loans are used by Plymouth City Council to assist vulnerable homeowners in improving their housing conditions.
Eligibility	<p>Home improvement loans are aimed at economically vulnerable residents, The applicant must have an owner's interest (Annex 1 of Appendix C) in the dwelling.</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>
Eligible Works	<p>Properties must be assessed as failing the Decent Homes Standard to qualify for the Council's Home Improvement loans. Assistance is only available for works to the dwelling that aim towards achieving the standards set out in Appendix M.</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. The Council will only support home improvement loans where it considers this is reasonable. Assistance available under home improvement loans is limited to one application per applicant in any period of ten years.</p>
Financial Arrangements	<p>Plymouth City Council's home improvement loans are equity release loans, secured on the householders' house or flat. They are financed by Plymouth City Council and facilitated by the Home Improvement Trust. All approved home improvement loans have a guarantee of no-repossession.</p> <p>Home improvement loans have no monthly repayments (no service loans) and are subject to fixed rate of interest (currently Bank of England Base Rate subject to a maximum of 3%) which is compounded annually. All home improvement loans are subject to arrangement fees of £ 435 (£ 495 for unregistered properties) payable by the borrower.</p>

Application	To Plymouth City Council.
Approvals	Plymouth City Council will issue a formal loan offer.
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.
Conditions	Loans are secured with a legal land charge against the property and this charge is only removed when the loan has been repaid. The document "General Conditions for All Assistance Appendix B and Conditions Assistance Appendix C" apply to this assistance.

Assistance Policy	2. Emergency Repair and Maintenance Loan
Purpose	Emergency repair and maintenance loans are used by Plymouth City Council to assist vulnerable homeowners to improve their housing conditions by dealing with essential emergency repairs to their homes or to essential equipment provided for disabled people.
Eligibility	<p>Emergency repair and maintenance loans are aimed at vulnerable householders where delay in applying for assistance through other routes would cause imminent risk of serious harm or threat to independence.</p> <p>The applicant must have an owner's interest (Annex 1 of Appendix D) in the dwelling and 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'.</p> <p>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 unless the loan is for the repair of essential disability equipment in which case only the applicant must be in receipt of one or more of the relevant benefits.</p>
Eligible Works	<p>Assistance available under the emergency repair and maintenance loan is limited to £ 3000 in any period of five years. This covers all self-contained flats and houses.</p> <p>The Council will only approve emergency repair and maintenance loans where it considers this is reasonable and constitutes a genuine emergency repair as assessed by Plymouth City Council Technical Officers.</p>
Financial Arrangements	Emergency repair and maintenance loans are limited to £ 3000 in any period of five years. The emergency repair and maintenance loan is an equity release loan, secured on the householders' house or flat. The minimum assistance available is £ 100.

	<p>Loans are financed by Plymouth City Council. All approved emergency repair and maintenance loans have a guarantee of no-repossession.</p> <p>Loans have no monthly repayments (no service loans) and are subject to a fixed rate of interest (currently Bank of England Base Rate subject to a maximum of 3%) which is compounded annually.</p>
Application	To Plymouth City Council.
Approvals	Plymouth City Council will issue a formal loan offer.
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.
Conditions	Loans are secured with a local land charge against the property and this charge is only removed when the loan has been repaid. The document "General Conditions for All Assistance Appendix B and Conditions Assistance Appendix D" apply to this assistance.

Assistance Policy	3. Warmfront Top Up Loan
Purpose	Warmfront top up loans are used by Plymouth City Council to assist vulnerable homeowners to improve their housing conditions by dealing with heating and energy efficiency.
Eligibility	<p>Warmfront top up loans are aimed at vulnerable householders unable to meet their personal contribution to essential heating and energy efficiency works funded mainly by a Warmfront grant. Householders must have an approved Warmfront grant with a shortfall requiring top up funding.</p> <p>The applicant must have an owner's interest (Annex 1 of Appendix E) in the dwelling and 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'.</p>
Eligible Works	<p>Assistance under Warmfront top up loans is limited to one application per applicant. The maximum assistance available under this policy is £1000</p> <p>The Council will only approve Warmfront top up loans where it considers this is reasonable as assessed by Plymouth City Council Technical Officers.</p>
Financial Arrangements	<p>Warmfront top up loans are limited to £ 1000. The loan is an equity release loan, secured on the householders' house or flat.</p> <p>Loans are financed by Plymouth City Council. All approved Warmfront top up loans have a guarantee of no-repossession. Warmfront top up loans have no monthly repayments (no service loans) and are subject to fixed rate of interest (currently Bank of England Base Rate subject to a maximum of 3%) which is compounded annually.</p>
Application	To Plymouth City Council.

Approvals	Plymouth City Council will issue a formal loan offer.
Payment	Payment is made to the applicant following Warmfront Grant approval and notification of any excess payable.
Conditions	Loans are secured with a local land charge against the property and this charge is only removed when the loan has been repaid. The document “General Conditions for All Assistance Appendix B and Conditions Assistance Appendix E” apply to this assistance

Assistance Policy	4. Landlord Heating and Energy Efficiency Loan
Purpose	To improve thermal comfort in private rented housing.
Eligibility	The house or flat must be rented to a tenant. The house or flat must fail the decent homes standard in respect of the hazard of “Excess Cold”.
Eligible Works	<p>Assistance is available for efficient heating systems and energy efficiency works to the dwelling and / or the common parts for which the landlord is responsible to achieve a SAP²⁰⁰⁵ rating as set in appendix M (to be confirmed by appropriate certification).</p> <p>Assistance is not available for that portion of the works for which other assistance may be available (e.g. Warmfront), but is available for top ups to Warmfront grants up to a maximum of £ 1000.</p>
Financial Arrangements	<p>Loans assistance is for 100% of eligible expenditure. The loan is at 0% interest, repayable in full after 36 months. If the property changes title before the end of the repayment period, the loan is repayable upon change of title.</p> <p>Assistance is available for a maximum of £3000 in respect of any single house, self contained flat or non self contained flat. Assistance is also available (up to £3000) in respect of a house in multiple occupation (HMO) other than one arranged as a self contained or non self contained flats.</p> <p>In relation to a flat, the maximum of £3000 includes works to the relevant portion of the common parts of a building for which the applicant is responsible.</p>
Application	<p>Referral by Plymouth City Council Officers. Landlords can submit multiple applications providing they refer to different qualifying dwellings and they qualify in all other respects.</p> <p>Where demand for landlord loans outstrips available budget, prioritisation decisions will be taken based on the date order in which the applications have been received.</p>

Approvals	Plymouth City Council will issue a formal loan arrangement.
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 both assisted and non assisted. Payment is made to the contractor(s).
Conditions	<p>Loans are secured with a local land charge against the property and this charge is only removed when the loan has been repaid.</p> <p>Appendices B and F apply to this assistance</p> <p>The landlord is also to address other hazards and deficiencies, as identified by the Council prior to payment. See appendix K.</p>

Assistance Policy	5. Mandatory 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.</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)
Application	Normal referral route will be via Adult Social Care and Children's Services
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).
Main Conditions	The Council may specify that specialist items of equipment may be removed from the property when these are no longer required by the disabled person.

	<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>Appendices B and G apply.</p>
General Note	<p>Most of the requirements of Mandatory Disabled Facilities Grants are controlled by the provisions of the 1996 Act.</p>

Assistance Policy	6. 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)	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
Eligible Works	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. The grant is only available for relocation within Plymouth.
Financial Arrangements	The grant is for a maximum of £ 30,000.
Application	An application will need to consist of: <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 adaptation of the applicant's existing property must be prohibitive either through cost or technical difficulty

The new property must require a minimum of adaptation such that relocation is a more cost effective option in terms of public funding to meet the assessed need.

The grant will be secured as a Legal Charge on the property for 10 years. The Assistance Panel has the discretion to waive the charge.

The new property must be in habitable condition.

Appendix H applies

Assistance Policy	7. Empty Homes – Empty Property Grant
Purpose	<p>To bring empty property back into use, improve the local environment and contribute to the regeneration of Plymouth.</p> <p>To provide good quality energy efficient homes to Housing Corporation Scheme Development Standards that exceeds the Decent Homes Standard.</p> <p>To provide Plymouth City Council with nomination rights on private sector housing.</p>
Eligibility(all criteria must be satisfied)	<p>The property must be empty.</p> <p>The property must either be derelict or in serious disrepair and a nuisance and detrimental to nearby properties or an eyesore within the neighbourhood. Property on the ‘buildings at risk register’ will also be considered. Applications in respect of larger properties that can be converted into numerous self-contained dwellings may be given priority. Priority may be given to areas with a high concentration of empty property or areas attracting other funding sources.</p> <p>There must be a “development gap” - the cost of the works must exceed the difference in value between the property in its improved and unimproved condition.</p> <p>The applicant must be the registered owner of the property. 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 applicant must not have owned a portfolio of empty property for which he has no advanced plans to bring back into use¹.</p>
Eligible Works	Works to Housing Corporation Scheme Development Standards and exceeding the Decent Homes Standard.
Financial Arrangements	Empty Homes Grants are offered in accordance with the Delegated Authority HNS 8 05/06. The grants are offered at varying percentage rates from 30% to 60% of the total build/re-build costs to a maximum limit of £70,000, or whichever is less, per building inclusive of any

¹ The Empty Homes Officer must be satisfied that the plans stated will come to fruition.

	<p>applicable VAT².</p> <p>The total build costs are obtained by the owners' appointed architect/professional agent overseeing a fair and proper tendering process to obtain written quotations³ in line with Plymouth City Standing Orders Financial Regulations.</p> <p>Prior to grant approval the cost of the renovation of the empty building set out in the written quotations is cross checked by a Technical Officer using the Housing Corporation standard build cost per square metre current at the time of the closing date for submission of the written quotations.</p> <p>The amount of grant awarded is dependent upon the length of time the owner agrees to allow Plymouth City Council nomination rights on the converted dwellings.</p>
<p>Application</p>	<p>Due to limited financial resources the grant is not highly publicised.</p> <p>Owners of high profile empty properties that are recorded on the Empty Homes Database are identified and contacted to assess eligibility for the offer of financial assistance.</p> <p>In respect of a property consisting, of or will be consisting, of more than one dwelling a separate application must be completed for each.</p> <p>A schedule of work, based on the Empty Homes Build Specification must be prepared by applicants' appointed architect/professional agent and approved by the Empty Homes Officer, Technical Officer and partner RSL, prior to inviting written quotations.</p> <p>The appointed architect/professional agent must oversee the tender process, check all written quotations for best value and submit them for Plymouth City Council for assessment of cost and approval before any offer of grant assistance is offered.</p>

² Empty property renovations can be exempt or attract a reduced rate of VAT dependent upon the length of time it has been empty.

³ The written quotations are based on the schedule of work prepared by the architect using the Empty Homes Build Specification as a guide. The Empty Homes Build Specification has been approved under Delegated Authority HSN 8 05/06. Use of the Empty Homes Build Specification ensures that all completed dwellings comply with Housing Corporation Scheme Standard that exceeds Decent Home Standard. Therefore all work specified is considered eligible for Empty Homes Grant assistance.

Approvals	By Plymouth City Council Officers
Applicant's Agent	Applicant appointed architectural services
Payment	Payment is made on (a) applicant and appointed architect approval of works (b) Council approval of contractors' invoices and (c) Council satisfaction of the completion of works. Payment is made to the applicant
Main Conditions	<p>The grant to be registered as a Legal Charge with the Land Registry for 5 years following completion.</p> <p>The applicant must not sell the dwelling for which grant assistance has been paid within that 5 year period.</p> <p>Applicants must agree to enter into an agreement to lease the whole of the building, for which grant assistance has been approved, with a nominated Registered Social Landlord or enter into a Bronze Package HouseLet Partnership Agreement with Plymouth City Council. Further conditions of grant are set out in Appendices B and I.</p>

Assistance Policy	8. Empty Homes - LOTS Grant (Where this differs from the Empty Homes – Empty Property Grant)
Purpose	Empty Homes - (LOTS) Grant is used to regenerate Plymouth’s shopping parades by giving assistance to convert empty space over commercial premises into living accommodation.
Eligibility	<p>The Property</p> <p>The property must be above a trading/non-trading commercial unit.</p> <p>The property must be unsuitable for use as living accommodation in its present condition/layout.</p> <p>The Empty Homes - LOTS Build Specification must be used as a guide to preparing a schedule of works for tendering purposes.</p> <p>The applicant must be the registered owner of the property. In the case of a leasehold property, an unexpired term of at least five years must remain on the date when works are certified as complete</p>
Eligible Works	As per Empty Homes – Empty Property Grant in relation to the part of the building including the living accommodation
Financial Arrangements	As per Empty Homes – Empty Property Grant in relation to the part of the building including the living accommodation
Application	As per Empty Homes - Empty Property Grant in respect to the part of the building to which it relates.
Applicant’s Agent	As per Empty Homes – Empty Property Grant
Approvals	As per Empty Homes - Empty Property Grant

Payment	As per Empty Homes - Empty Property Grant
Conditions	As per Empty Homes - Empty Property Grant in relation to the part of the building relating to the residential accommodation and its associated common parts. Further conditions of grant are set out in Appendices B and I.

Assistance Policy	9. Empty Homes – LOTS Grant (Devonport) (Where it differs from the Empty Homes – LOTS Grant
Purpose	The grant assistance is funded by the Devonport Regeneration Community Partnership and administered by Plymouth City Council. It is designed to specifically regenerate Devonport's failing shopping parades and provide decent homes primarily for local people. All other details as per Empty Homes - LOTS Grant
Eligibility	The applicant must be the registered owner of the property. In the case of a property held on a long-term full repairing lease, an unexpired term of at least 10 years must remain at works completion date. All other details as per Empty Homes - LOTS Grant
Eligible Works	As per Empty Homes - LOTS Grant
Financial Arrangements	Set at a maximum of £22,000 per dwelling to a maximum of £70,000 or 50% whichever is less of the total cost of the part of the building relating to the residential accommodation and its associated common parts. This is inclusive of any applicable VAT.
Application	The scheme is available to owners of commercial property in the Devonport NRF area and is publicised through posters and leaflets targeting the Devonport Area as well as promotion on the Plymouth City Council website.
Applicant's Agent	As per Empty Homes – LOTS Grant
Approvals	As per Empty Homes - LOTS Grant
Payment	As per Empty Homes - LOTS Grant
Conditions	The grant to be registered as a Legal Charge with the Land Registry for 10 years following completion. The owner must not sell the property within the 10 year period.

The applicant must enter an agreement to lease the completed dwellings for five years with a Registered Social Landlord.

After cessation of the lease with the Registered Social Landlord the applicant must let the dwellings at affordable rents⁴ to local⁵ people for a further 5-year period.

The applicant or an agent on behalf of the applicant must manage the property.

Further conditions of grant are set out in Appendices B and I

⁴ affordable where defined by the Devonport Regeneration Community Partnership (30% of average income in NRF area (£259 in 2005))

⁵ local where reasonable to do so – attempts should be made to advertise locally and encourage local interest

Assistance Policy	10. Empty Homes - HouseLet Loan
Purpose	This is a loan available to applicants within the HouseLet scheme to improve their houses/flats to the HouseLet standard prior to leasing.
Eligibility (all criteria must be satisfied)	<p>The applicant must be the registered owner of the property. In the case of a property held on a long-term full repairing lease, an unexpired term of at least 3 years must remain at works completion date.</p> <p>The property must require works to improve it to the standard required to lease under the HouseLet scheme.</p>
Eligible Works	Works to comply with the standards of the HouseLet scheme.
Financial Arrangements	Set at a maximum of £7,000 per dwelling subject to approval. Loan is of zero rate interest and repayable over an agreed portion of the lease period. Loan repayments will be deducted from the payments made to the applicant under the HouseLet lease.
Application	To Plymouth City Council
Approvals	By Plymouth City Council
Payment	Payment is made on (a) applicant approval of works and (b) Council approval of contractors' invoices and (c) Council satisfaction of the completion of works. Payment is made to the applicant
Main Conditions	<p>The loan to be registered as a Local land charge</p> <p>The applicant must enter an agreement to lease for three years within the HouseLet scheme. The owner must not sell the property within the 3 year period.</p> <p>The conditions of loan are set out in Appendices B and J</p>

Assistance Policy	11. Houseproud Loan
Purpose	This is a privately financed loan available to assist elderly and disabled clients 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
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 £ 435 (£ 495 for unregistered properties) payable by the borrower.</p>
Application	To Home Improvement Trust
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 and (c) third party verification of works.</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> <p>The loan is to be registered as a Legal Charge (and first charge)</p> <p>There is a penalty if the loan is repaid in the first year</p> <p>Loan is repayable on sale of the property regardless of any repayment schedule agreed.</p>
General Note	<p>Further information is available on request from Plymouth City Council or the Home Improvement Trust</p>

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; 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 23 -25 helpful.

This appendix does not apply to discretionary relocation grants.

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

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, 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.

3. 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.
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” will be used as a part of the assessment of whether the renovation 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 renovation 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. Unless the applicants are a corporate body (e.g. a limited company), the applicants 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.

15. Where a landlord applies for assistance for works to a House in Multiple Occupation (HMOs) which is subject to mandatory licensing then that HMO must be so licensed before financial assistance is approved.

FRAUD

16. If the Council discovers that the details of the application are 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 will be cancelled, any payments made will become repayable (together with interest) and the matter referred to the police for prosecution.

QUOTATIONS AND CONTRACTORS

17. The contractors must have public liability insurance for a minimum of £2,000,000.
18. Quotations must be supplied by bona fide contractors with the application.
- a. Total cost of eligible work less than £1,000 – 1 quote required
 - b. Total cost of eligible work between £1001 to £20,000 – 2 quotes required
 - c. Total cost of eligible work in excess of £20,001 – 3 quotes required
 - d. No quotations are required where work is carried out through Care and Repair Agency (based on an agreed schedule of rates).

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

19. 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.
20. Each contractor quoting for the works must be unaware of the details of his competitor(s) or their quotes.
21. The works are to be carried out by one of the Contractors that have provided a quotation.
22. 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).
23. 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.

24. 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.
25. 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

26. 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.
27. The schedule may include items that are not fully assisted. Where it does, these works must be carried out, at the applicants' expense, prior to the final payment.
28. 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 26 and 27 above. In some situations, the Council may determine that the schedule of works should be reduced. In such cases the schedule described in paragraphs 26 and 27 above will be modified accordingly.
29. 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

30. 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.

31. 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.

APPENDIX C

Conditions of Assistance

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

Home Improvement Loans

*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 the relevant works have been completed.*

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. Loan funds will be deposited into an account in the applicant's name, held by appointed solicitors who will release payments to the contractors.
10. Payment is to be made on presentation of a satisfactory invoice. This must be an original document addressed to the applicants and detailing the works carried out and their cost.
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 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 become 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

16. The assistance conditions made through this scheme are registered as a Legal Charge until 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 **certified date**. The period of conditions ends either when

- there is a **relevant disposal** of the property or
- the applicants no longer reside in the dwelling

whichever is the soonest.

18. At the end of the **period of conditions** the sum of the loan, together with interest (currently payable at Bank of England base rate subject to a maximum of 3% compounded annually) from the **certified date**, must be repaid to the Council.

19. 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.

20. 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.

21. The applicants are to ensure that the property is maintained in a reasonable condition in as far as their duty or power to do so allows.

22. The applicants are to ensure that suitable buildings insurance cover is provided.

23. 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.

24. 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

25. Following a breach of conditions (paragraphs 1 to 24) the responsibility for repayment of the loan, together with interest, rests with the **owners** of the property for the time being.

26. Where interest is demanded, as a result of failure to repay the loan on breach of any other 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 loan for other reasons

27. The applicants may repay the loan prior to disposal of the property. The sum repayable will be calculated as in paragraph 18 above, and on payment, all conditions cease to have effect.

ANNEX 1

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

In the context of a breach of conditions it also includes any person with a leasehold interest in the property of any duration

“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 a local land charge and/or a legal charge recorded at the Land Registry. 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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 a local land charge and/or a legal charge recorded at the Land Registry. 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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

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 interest accrued) 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 loan 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 loan, 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 loan relates, or

(b) a legal claim for damages in which the cost of the works to premises to which the loan 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 loan 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 loan 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.

APPENDIX D

Conditions of Assistance

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

Emergency Repair and Maintenance Loans

*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.*

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 Loan funds will be paid to the applicant in the form of a cheque made out to the contractor.
- 10 Payment is to be made on presentation of a satisfactory invoice. This must be an original signed document addressed to the applicants and detailing the works carried out and their cost.
- 11 Payment will only be made upon receipt of the applicant's confirmation of the satisfactory completion of works.

APPLICANTS BECOMING INELIGIBLE FOR ASSISTANCE

- 12 Where, prior to the completion of the works, the applicants become 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

- 13 The assistance conditions made through this scheme will be registered as a local Land Charge from the certified date to the end of the condition period.

OWNERSHIP AND OCCUPANCY CONDITIONS

- 14 The following conditions last for the **period of conditions** as set out in the **Occupation Certificate** of the application form, commencing with **certified date**. The period of conditions ends either when

- there is a **relevant disposal** of the property or
- the applicants no longer reside in the dwelling

whichever is the soonest.

- 15 At the end of the **period of conditions**, the sum of the loan, together with interest payable at the Bank of England Base Rate subject to a maximum of 3% compounded annually from the **certified date**, must be repaid to the Council.
- 16 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.
- 17 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.
- 18 The applicants are to ensure that the property is maintained in a reasonable condition in as far as their duty or power to do so allows.
- 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 loan, together with interest, rests with the **owners** of the property for the time being.

23 Where interest is demanded, either (a) as a result of failure to repay the loan on expiry of the period of conditions or (b) breach of any other 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 loan for other reasons

28. The applicants may repay the loan prior to disposal of the property. The sum repayable will be calculated as in 15 above, and on payment all conditions cease to have effect.

ANNEX 1

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

In the context of a breach of conditions it also includes any person with a leasehold interest in the property of any duration

“Non Self Contained Flat” means a flat lacking (a) its own basic amenities or (b) a single front entrance door. This can occur when separate parts of the flat are accessed independently from the common parts of the property.

“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 a local land charge and/or a legal charge recorded at the Land Registry. 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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 a local land charge and/or a legal charge recorded at the Land Registry. 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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

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 interest accrued) 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 other compensation.

(1) Where Plymouth City Council approve an application for a loan 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 loan, 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 loan relates, or

(b) a legal claim for damages in which the cost of the works to premises to which the loan 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 loan 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 loan 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.

APPENDIX E

Conditions of Assistance

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

Warmfront Top Up Loans

*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.*

CARRYING OUT WORKS

- 1 All the works must be carried out by the Warmfront contractor.
- 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 Warmfront specification. Where works have not been so completed, 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.
- 8 Loan funds will be paid to the applicant in the form of a cheque made out to the contractor.
- 9 Payment is to be made on presentation of a Warmfront Grant Approval and notification of excess payable. This must be an original signed document addressed to the applicants and detailing the works to be carried out and their cost.

LAND CHARGES

- 10 The assistance conditions made through this scheme will be registered as a local Land Charge from the certified date to the end of the condition period.

OWNERSHIP AND OCCUPANCY CONDITIONS

- 11 The following conditions last for the **period of conditions** as set out in the **Occupation Certificate** of the application form, commencing with **certified date**. The period of conditions ends either when
 - there is a **relevant disposal** of the property or
 - the applicants no longer reside in the dwellingwhichever is the soonest.
- 12 At the end of the **period of conditions**, the sum of the loan, together with interest payable at the Bank of England Base Rate subject to a maximum of 3% compounded annually from the **certified date**, must be repaid to the Council.
- 13 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.

- 14 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.
- 15 The applicants are to ensure that the property is maintained in a reasonable condition in as far as their duty or power to do so allows.
- 16 The applicants are to ensure that suitable buildings insurance cover is provided.
- 17 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.
- 18 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

- 19 Following a breach of conditions (paragraphs 1 to 21) the responsibility for repayment of the loan, together with interest, rests with the **owners** of the property for the time being.
- 20 Where interest is demanded, either (a) as a result of failure to repay the loan on expiry of the period of conditions or (b) breach of any other 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 loan for other reasons

29. The applicants may repay the loan prior to disposal of the property. The sum repayable will be calculated as in 15 above, and on payment all conditions cease to have effect.

ANNEX 1

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

In the context of a breach of conditions it also includes any person with a leasehold interest in the property of any duration

“Non Self Contained Flat” means a flat lacking (a) its own basic amenities or (b) a single front entrance door. This can occur when separate parts of the flat are accessed independently from the common parts of the property.

“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 a local land charge and/or a legal charge recorded at the Land Registry. 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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 a local land charge and/or a legal charge recorded at the Land Registry. 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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

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 interest accrued) 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 loan 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 loan, 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 loan relates, or

(b) a legal claim for damages in which the cost of the works to premises to which the loan 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 loan 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 loan 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.

APPENDIX F

Conditions of Assistance

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

Landlord Heating and Energy Efficiency Loans

*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. Annex 2 sets out, in legal language, the specific conditions which apply once the relevant works have been completed.*

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 Loan funds will be paid to the applicant.
- 10 Payment is to be made on presentation of a satisfactory invoice. This must be an original signed document addressed to the employer, detailing the works carried out and their cost. Where the applicants or their agent has supplied the quotations, the invoices must be addressed to the applicants.
- 11 Payment will only be made upon receipt of the applicants' confirmation of the satisfactory completion of works.

APPLICANTS BECOMING INELIGIBLE FOR ASSISTANCE

- 12 Where, prior to the completion of the works, the applicants becomes ineligible for assistance through the change of **ownership** of the property, or for any other reason, any approval may be cancelled and any payments made may become repayable.
- 13 Where landlord assistance is applied for, in all cases, it is the intention that existing tenants will retain their tenancies whilst work is carried out and after completion of the work. Any offer of loan assistance will be based on landlords working in partnership with the Council to improve their properties for the benefit of their tenants. If there is evidence of illegal eviction, harassment or formal notices have to be served requiring any work at the property, the offer will be withdrawn.

LAND CHARGES

- 14 The assistance conditions made through this scheme will be registered as a Local Land Charge from the certified date to the end of the condition period.

OWNERSHIP AND OCCUPANCY CONDITIONS

- 15 The following conditions last for the **period of conditions** as set out in the **Occupation Certificate** of the application form, commencing with **certified date**. The period of conditions is three years or the date of **relevant disposal** of the property (whichever is the soonest).
- 16 On expiry of the **period of conditions** the sum of the loan is repayable to the Council.
- 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 the property is maintained in a reasonable condition in as far as their duty or power to do so allows.
- 20 The applicants are to ensure that suitable buildings insurance cover is provided.
- 21 The **dwelling** or house in multiple occupation (HMO) (to which the application relates) is to be occupied solely by tenants in accordance with the **Occupation Certificate** given in the application form.
- 22 The applicants will not be permitted the dwelling, or any letting in the HMO, to be vacant for any period of greater than 3 months.
- 23 The applicants are required to comply with the provisions of parts 2 and 3 Housing Act 2004 which require that all his property (including any outside Plymouth) that requires licensing is in fact so licensed.

24 It is also a breach of conditions if any Council revokes a licence referred to in paragraph 23 above (this action not being overruled on appeal) unless it is with the consent of the licence holder.

Repayment on breach of conditions

25 Following a breach of conditions (paragraphs 1 to 24) the responsibility for repayment of the loan, together with any interest, rests with the **owners** of the property for the time being.

26 Where interest is demanded, either (a) as a result of failure to repay the loan on expiry of the period of conditions or (b) breach of any other 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.

ANNEX 1

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.

House in Multiple Occupation (or HMO) means a property which falls within the definition set out in Section 254 of the Housing Act 2004. The details of this are very complex but, as a generalisation, this means a house (or flat) which is occupied by three or more persons who do not form a single household. It can include houses divided into flats. A household generally constitutes members of the same family or persons living together as a couple.

“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, held on a long lease the unexpired term must be sufficient to comply with the specific conditions of assistance applicable.

In the context of a breach of conditions it also includes any person with a leasehold interest in the property of any duration.

“Non Self Contained Flat” means a flat lacking (a) its own basic amenities or (b) a single front entrance door. This can occur when separate parts of the flat are accessed independently from the common parts of the property.

“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.

“Self Contained Flat” means a separate set of premises (whether or not on the same floor)-

- Which forms part of a building
- Either the whole or a material part of which lies above or below some other part of the building; and
- In which all the basic amenities are available for the exclusive use of its occupants.

In practice, this means a unit of accommodation with all the rooms behind its single flat entrance door.

“Tenant” (in the context of a landlord’s application) **excludes**:

- a member of the owner’s family,
- a person occupying the property as a holiday let
- a person occupying the house as a letting on a long tenancy (i.e. through the assignment of a lease)

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 a local land charge and/or a legal charge recorded at the Land Registry. 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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 a local land 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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

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 interest accrued) to Plymouth City Council, that condition and any other conditions shall cease to be in force with respect to that dwelling, house or building.

APPENDIX G

Conditions of Assistance

In accordance with the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002 and the Housing Grants, Construction and Regeneration Act 1996

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 once the relevant works have been completed.*

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. This must be an original signed document addressed to the applicants and detailing the works carried out and their cost.
- 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 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

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 **certified date** to the end of the condition period

OWNERSHIP AND OCCUPANCY CONDITIONS

- 16 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).
- 17 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
- 18 Where part of the grant aided works includes the installation of equipment conditions 20 and 21 apply.
- 19 The Occupation Certificate 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.
- 20 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.
- 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 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

22 Where the applicants have an owner's interest, following a breach of conditions (paragraphs 1 to 21) the responsibility for repayment of the assistance given, together with any interest, rests with the **owner** of the property for the time being.

23 Where the applicants have a tenant's interest, following a breach of conditions (paragraphs 1 to 21) the responsibility for repayment of the assistance given, together with any interest, remains with them.

24 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

25 The applicants may repay the grant before the end of the **period of conditions**. The sum repayable will be calculated as in 24 above, and on payment all conditions cease to have effect.

ANNEX 1 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.

“**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 and Exempt Disposals

Any condition shall cease to be in force with respect to any premises if there is a relevant disposal of the premises that is an exempt disposal, other than-

- (a) a disposal to associates of person making disposal, or
- (b) a disposal vesting under will or on intestacy.

2 Conditions of Ownership

(1) It is a condition of assistance that if the applicant makes a relevant disposal (other than an exempt 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 (other than an exempt 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 a local land charge and 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

3 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 a local land charge and 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

4 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 Exempt Disposal

(1) A disposal is an exempt disposal if it is a disposal of the whole or part of the premises to which the application relates of any of the following descriptions-

- (a) a conveyance of the freehold or an assignment of the lease where the person, or each of the persons, to whom it is made is a qualifying person (as defined in subsection (2));
- (b) a vesting in a person taking under a will or on an intestacy;

- (c) a disposal in pursuance of any such order as is mentioned in subsection (3);
- (d) a compulsory disposal (see subsection (4));
- (e) a disposal of property consisting of land included in the dwelling by virtue of section 184 of the Housing Act 1985 (land let with or used for the purposes of the dwelling-house);
- (f) a disposal under which the interest of a person entitled to assistance by way of repurchase under Part XVI of that Act (assistance for owners of defective housing) is acquired in accordance with Schedule 20 to that Act;
- (g) a disposal by way of enfranchisement or lease extension under Part I of the Leasehold Reform Act 1967;
- (h) a disposal in pursuance of an obligation arising under Chapter I or II of Part I of the Leasehold Reform, Housing and Urban Development Act 1993;
- (i) a disposal on the exercise of a right of first refusal under Part I of the Landlord and Tenant Act 1987 or in accordance with an acquisition order under Part III of that Act;
- (j) a disposal on the exercise of-
 - (i) the right to buy under Part V of the Housing Act 1985, or
 - (ii) the right conferred by section 16 of the Housing Act 1996 (right of tenant of registered social landlord to acquire dwelling);
- (k) a conveyance of the freehold or an assignment of the lease where-
 - (i) the person making the disposal is aged at least 70,
 - (ii) the disposal is to provide an annuity income, and
 - (iii) the person concerned is entitled to continue to occupy the premises as his only or main residence;

- (2) A person is a qualifying person for the purposes of subsection (1) (a) if-
- (a) in the case of an individual, he is-
 - (i) the person, or one of the persons, by whom the disposal is made;
 - (ii) the spouse, or former spouse, of that person or one of those persons; or
 - (iii) a member of the family of that person or one of those persons; or
 - (b) in the case of a company, it is an associated company of the company by whom the disposal is made.

Section 416 of the Income and Corporation Taxes Act 1988 (meaning of associated company) applies in determining whether a company is an associated company of another for the purposes of paragraph (b).

- (3) The orders referred to in subsection (1) (c) are orders under-

- (a) section 24 or 24A of the Matrimonial Causes Act 1973 (property adjustment orders or orders for the sale of property in connection with matrimonial proceedings);
- (b) section 2 of the Inheritance (Provision for Family and Dependants) Act 1975 (orders as to financial provision to be made from estate);
- (c) section 17 of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders or orders for the sale of property after overseas divorce, etc.);

Or

(d) paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents).

(4) For the purposes of subsection (1)(d) a compulsory disposal is a disposal of property which is acquired compulsorily, or is acquired by a person who has made or would have made, or for whom another person has made or would have made, a compulsory purchase order authorising its compulsory purchase for the purposes for which it is acquired.

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

6 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 interest accrued) 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.

Annex 4

Repayment of Part of Disabled Facilities Grant

(1) Where —

- (a) a local housing authority approves an application for a grant under Part 1 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

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.

APPENDIX H

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 relocation; 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
 - An analysis of how the options indicates that the option of moving to another property will meet the disabled client's needs better than attempting to adapt the existing accommodation
 - The proposed property only requires minimal works to make it suitable to meet 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 10 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, 4 and 5 set out, in legal language, the specific conditions which apply once the relevant works have been completed.*

15 PAYMENT OF ASSISTANCE

- 16 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.

- 17 Payment will be made to the applicant's solicitor on exchange of contracts and prior to the completion of the purchase.

- 18 Payment is conditional on the grant moneys being utilised for the purchase and associated costs as set out in the approval notice.

- 19 The applicant's solicitor will provide a statement of account on completion of purchase.

APPLICANTS BECOMING INELIGIBLE FOR ASSISTANCE

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

LEGAL CHARGE

21 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

22 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 10 years.

23 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 of purchase the Council may demand repayment of the grant in full.

24 The disabled client is to reside in the dwelling in accordance with the Occupation Certificate. Where the client leaves the dwelling within 10 years of the date of completion of purchase the Council may demand repayment of the grant in full.

25 This following paragraph applies where the incident that gave rise to the disability leads to a successful claim for compensation.

26 The applicants 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.

BREACH OF CONDITIONS

27 Following a breach of conditions (paragraphs 22 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 28 above, and on payment all conditions cease to have effect.

ANNEX 1

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 10years** 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”

1 Conditions of Ownership

(1) It is a condition of assistance that if the applicant makes a relevant disposal (other than an exempt 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 certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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 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 certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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 interest accrued) 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.

APPENDIX I

Conditions Assistance

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

Empty Homes - Empty Property Grant **Empty Homes – LOTS Grant** **Empty Homes – LOTS Grant (Devonport)**

*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.*

All Empty Homes Grants are offered subject to the applicant appointing an architect or professional agent to ensure a fair and proper tendering process is carried out and that the contractors written quotations for the proposed renovation work have been checked for best value for money prior to submitting them to Plymouth City Council for its 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 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 Should the contractor, when carrying out the works, identify the existence of other defects (or unforeseen factors that affect the works) at the property, he is to notify the applicant and council 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 availability and amount of additional financial assistance will be determined in accordance with the Assistance Policy. Where the Council has determined that the schedule of work has been reduced, the financial assistance may be reduced accordingly.
- 8 Payment will not be made until the applicants have paid their portion of the cost of the works completed.
- 9 Grant will be paid direct to the applicant.
- 10 Payment is to be made on presentation of a satisfactory paid invoice. This must be an original signed document addressed to the applicants and detailing the works carried out and their cost.
- 11 Payment will only be made upon receipt of the applicants'/architect'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.

APPLICANTS BECOMING INELIGIBLE FOR ASSISTANCE

- 14 Where, prior to the completion of the works, the applicants become ineligible for assistance through the change of **ownership** or for any other reason, any approval may be cancelled and any payments made may become repayable.

LAND CHARGES

- 15 The assistance conditions made through this scheme will be registered as a Legal Charge until the end of the condition period.

OWNERSHIP AND OCCUPANCY CONDITIONS

- 16 The following conditions last for the **period of conditions (five years)** as set out in the **Occupation Certificate** of the application form, commencing with **certified date**.
- 17 The applicant must agree to lease all the completed dwellings for which he has received grant assistance to the nominated registered social landlord or Plymouth City Council as set out in the Occupation Certificate.
- 18 The applicants shall not make a **relevant disposal** of the property or any part of it.
- 19 The applicants are to ensure that suitable buildings insurance cover is provided.
- 20 The applicants are required to comply with the provisions of parts 2 and 3 Housing Act 2004 which require that all his property (including any outside Plymouth) that requires licensing is in fact so licensed.
- 21 It is also a breach of conditions if any Council revokes a licence referred to in paragraph 21 above (this action not being overruled on appeal) unless it is with the consent of the licence holder.
- 22 Empty Homes – LOTS Grant (Devonport) differs from Empty Homes – Empty Property Grant and Empty Homes – LOTS Grant in that the part of the building to which the application relates is to be;
 - a. leased to the nominated registered social landlord for the initial 5 year period and
 - b. for the remaining 5 years of the period of conditions, occupied solely by tenants:
 - (i) who are local people as far as is possible to do so and

(ii) paying affordable rents as defined by Devonport Community Partnership (30% of average income in NRF area (£259 in 2005)

as set out in the Occupation Certificate.

Repayment on breach of conditions

23 Following a breach of conditions (paragraphs 1 to 20) the responsibility for repayment of the grant, together with interest, rests with the **owners** of the property for the time being.

24 Where interest is demanded as a result of a breach of any other 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

25 The applicants may repay the grant before the end of the **period of conditions**. The sum repayable will be calculated as in 22 above, and on payment all conditions cease to have effect.

ANNEX 1

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.

“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 years⁶ 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. 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.

⁶ To comply with the conditions of the specific assistance being considered this time period may need to be greater.

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 a legal charge recorded at the Land Registry. 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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) leased in accordance with the intention stated in the certificate.

(3) A condition under this section is a legal charge recorded at the Land Registry. 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, together with compound interest on that amount as from the

certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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

other than the lease specified in the Occupation Certificate.

(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

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 interest accrued) 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 other compensation.

(1) Where Plymouth City Council approves an application for a grant and it imposes 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.

APPENDIX J

Conditions of Assistance

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

Empty Homes - HouseLet Loan

*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. Annex 2 sets out, in legal language, the specific conditions which apply once the relevant works have been completed.*

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) to (a) 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.

7 PAYMENT OF ASSISTANCE

- 8 Where unforeseen works are identified financial assistance may be available towards the cost of the additional works. The availability and amount of 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.
- 9 Payment will not be made until the applicants have paid their portion (if any) of the cost of the works completed.
- 10 Loan funds will be paid to the applicants.
- 11 Payment is to be made on presentation of a satisfactory invoice. This must be an original signed document addressed to the applicants and detailing the works carried out and their cost.
- 12 Payment will only be made upon receipt of the applicants' confirmation of the satisfactory completion of works.

13 APPLICANTS BECOMING INELIGIBLE FOR ASSISTANCE

- 14 Where, prior to the completion of the works, the applicants become 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.

15 LAND CHARGES

- 16 The assistance conditions made through this scheme will be registered as a Local Land Charge from the certified date to the end of the condition period.

17 OWNERSHIP AND OCCUPANCY CONDITIONS

- 18 The following conditions last for the **period of conditions** (3 years) as set out in the **Occupation Certificate** of the application form, commencing with **certified date**.

- 19 The building or part of the building to which the application relates is to be leased to the nominated registered social landlord or Plymouth City Council as set out in the Occupation Certificate.
- 20 The loan is to be repaid by equal interest free monthly instalments deducted from the leasehold rental. The number of repayments, their value and the dates upon which they are to be made are set out in the loan agreement between Plymouth City Council and the applicant.
- 21 The applicants shall not make a **relevant disposal** of the property or any part of it.
- 22 The applicants are to ensure that suitable buildings insurance cover is provided.
- 23 The applicants are required to comply with the provisions of parts 2 and 3 Housing Act 2004 which require that all his property (including any outside Plymouth) that requires licensing is in fact so licensed.
- 24 It is also a breach of conditions if any Council revokes a licence referred to in paragraph 23 above (this action not being overruled on appeal) unless it is with the consent of the licence holder.

25 Repayment on breach of conditions

- 26 Following a breach of conditions (paragraphs 1 to 24) the responsibility for repayment of the loan, together with any interest, rests with the **owner** of the property for the time being.
- 27 Where interest is demanded, either (a) as a result of failure to repay the loan or (b) breach of any other 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

- 28 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 1

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.

“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* remain unexpired at the date of the application, whether this interest is held alone or jointly with others.

*However, to comply with the conditions of the specific assistance being considered this time period may need to be greater.

“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 local land charge and/or a legal charge recorded at the Land Registry. 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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 leased in accordance with the intention stated in the certificate.

(3) A condition under this section is a local land charge recorded at the Land Registry. 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, together with compound interest on that amount as from the certified date, calculated at such reasonable rate as the authority may determine and with yearly rests.

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.

other than the lease specified in the Occupation Certificate.

(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

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 interest accrued) 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 loan 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 loan, 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 loan relates, or

(b) a legal claim for damages in which the cost of the works to premises to which the loan 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 loan 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 loan 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.

APPENDIX K

Improvement and Intervention Standards

Decent Homes

The Decent Homes Standard (DHS) is the minimum acceptable standard for housing. As such, DHS is an “intervention standard” not an achievement standard. The identification of a non-decent home is the trigger for enabling improvement to as high a standard as is reasonably practicable.

A dwelling will fail the DHS if:

- There are one or more category one hazards under HHSRS
- One or more key building elements of the property are both old and in disrepair
- Two or more other building elements are both old and in disrepair
- The facilities and services are not reasonably modern and
- There is not a reasonable degree of thermal comfort.

The DHS is defined in “A Decent Home; Definition and Guidance on Implementation” (DCLG 2006).

There is an overlap between these issues. Examples of this are where (a) the dwelling may comply with the thermal comfort standard but have a category 1 hazard of excess cold or (b) a building element is in disrepair contributes to a hazard under HHSRS.

The DHS standard can be enforced through HHSRS (although not all decency failings would warrant such action).

HHSRS

Councils have a duty to intervene when they encounter a category 1 hazard. This is a hazard that presents an unacceptable risk to the health and safety of the occupier (or prospective occupier).

The duty to intervene does not necessarily involve demanding (or assisting with) the removal of the deficiencies that cause the risk. This duty can also be addressed by formally informing the owner of the problems (a Hazard Awareness Notice) or prohibiting the use of part of the dwelling.

Councils may also take action on lesser risks to health and safety (category 2 hazards) where this is appropriate. However, because this is a discretion, clear policy guidelines are needed to describe when such action is to be taken. This is to support consistency and any subsequent appeal against the enforcement.

The HHSRS guidance does not define the standard of improvement for the dwelling once the hazard has been identified; once again clear policy guidance is needed.

Although Decency and HHSRS based standards are the most relevant, there are a number of other standards based on specific legal provisions.

Policy

There are a number of potential ways of using the Decent Homes and HHSRS to improve housing. However, any standard will be constrained by practical considerations. The change from grant to loan assistance means that it will be increasingly difficult to achieve a “full” standard of improvement; as far as an owner is concerned, the financial inducement to carry out (what he might consider to be) unwanted works is no longer present. The overriding consideration is to improve substandard housing towards the meeting of the Decency Standard, and any tangible improvement will usually be beneficial.

In addition, there are a number of situations where improvement above the Decency Standard can be justified by linkage with strategic priorities.

For these reasons, we will aim for a standard of “Decency Plus”. Where it is not possible to achieve this by co-operation, consideration will still be given to using the Council’s powers to enforce improvements where this action is appropriate and practicable.

It is recommended that the target standards set out in Annexes 1 and 2 be adopted.

Annex 1

1 Where action is being taken to meet the Decent Homes Standard

Improvements are to be carried out (to as high a standard as is reasonably Practicable) to the element(s) for which work is needed to comply with the DHS.

- Hazard of Excess Cold
It is anticipated that the Government will shortly be issuing guidance on the implementation of the Decent Homes Standard. As an interim measure, the guidance set out in Annex 2 will be applied.

The following matters will also be addressed whilst “decency” works are being carried out. These works relate to HHSRS hazards assessed as category 2; they would not, in themselves, make the dwelling non decent.

- Hazard of Excess Cold¹
Improvement to loft insulation to achieve current building regulation standards. The provision of modern heating control systems.
- Hazard of Entry by Intruders²
Improve so that the risk is no higher than band E.³
- Hazard of Fire⁴
Provision of adequate smoke detection/alarm systems in all dwellings to the standard of safety set out in the LACORS Housing Fire Safety Guide. Provision of adequate fire precautions in all HMOs and flatted properties to the standards of safety set out in the above LACORS guide.
- Hazard of Lead⁵
Renewal of lead water pipes where sampling confirms that the level exceeds water supply standards.

¹ Excess cold has been identified as a key issue in terms of climate change and fuel poverty. It also contributes to the hazards of damp, fire and falls. The improvements are measures that are either cost effective or necessary to achieve an adequate standard of heating.

² Reduction of crime is a strategic target and works are cost effective

³ Bands are defined in the Housing Health and Safety Rating System (England) Regulations 2005. A category 1 hazard will be either band A, B or C; a category 2 hazard will be one of bands D to J. Band A hazards are extremely high risk, band J are very low risk.

⁴ These issues are either (a) cost effective health and safety measures or (b) measures usually required by HMO licensing or other legislation.

⁵ This is a cost effective health and safety measure, and impacts on other City Strategies including those relating to children's health, education and crime reduction.

- Other matters¹

Any defects that are likely to cause substantial deterioration in the property but do not currently contribute to non decency, and addressing these problems at the time of carrying out other works would be considered beneficial by Council officers.

Any defect which has a significant effect on a number of hazards (where two or more of those hazards are assessed as band D).

2 Whether or not housing meets the Decent Homes Standard

Improvements will also be considered where there is a category two hazard where:

- the occupier is at a specific risk from a problem due to illness or disability or
- the benefits of carrying out the work outweigh the costs of their execution

3 Where the housing fails to comply with legal requirements

There are a number of other legislative frameworks enforced within the Private Sector; these include:

- HMO Licensing (this is addressed in the HMO Licensing Report as well as above)
- Management Regulations (in relation to HMOs)
- Statutory Nuisance (this is set out in statute and case law)

Improvement will be considered in circumstances where there is a breach of any legislative framework which applies to private sector housing.

¹ *This will usually be cost effective in relation to the benefits to be achieved.*

Annex 2

Guidance for Improving Dwelling where there is the Hazard of Excess Cold

1. The unit to be improved (the house or flat, or any dwelling within it, must no longer present a category 1 hazard. In this context (HHSRS) an individual bedsit or a bedstudy in a shared house would constitute a dwelling.
2. Where the dwelling is assessed as having a SAP2005¹ of 34 or less², it will usually be deemed to be a category 1 hazard (although an exception to this may be where the SAP rating is reduced by the presence of less efficient secondary heating systems).
3. Even if a dwelling has a SAP rating of above 34, it may still be considered to be a category 1 hazard. This will reflect cases where:
 - (a) the SAP process does not fully describe the property; it will include issues of disrepair of heating appliances and the building fabric (leading to excessive heat loss) and/or
 - (b) there are other factors within the HHSRS operational guidance³ which indicates that a category 1 hazard exists.
4. The SAP process is not designed to apply to non self contained units of accommodation (e.g. bedsits and not fully self contained flats) even though those are considered dwellings for housing purposes. Nevertheless, it can still provide useful information on the heat loss from the living accommodation in such units. The "SAP" value produced can be used as an indicative assessment of the Excess Cold hazard, and a value of 34 or less will usually be a Category 1 hazard. The process can also be used to specify the remedial works which may be necessary. An assessment of the whole HMO may be of some value although it does not relate to any individual dwelling within that HMO.
5. A fully controlled gas central heating system (fitted in accordance with current building regulation standards and good practice) is the preferred option. This will usually be the most economical means of providing adequate heating and will be the benchmark for improvement where there is a gas supply within the road.
6. The hazard of Excess Cold does not relate to the economical provision of hot water even though SAP includes the cost of water heating. Energy improvements to the hot water system can not be demanded, but they will be recommended. In addition, consideration may be given to offsetting any requirements for additional insulation against the benefits that may be gained from improvements to hot water heating (as assessed by SAP).

¹ SAP; Standard Assessment Procedure, the government's adopted method of assessment of energy performance in buildings. RDSAP (Reduced Data SAP) is the derivative used to assess existing houses and provide Energy Performance Certificates and is applicable for these purposes.

² A decent Home; Definition and guidance for implementation (DCLG June 2006).

³ Housing Health and Safety Rating System Operating Guidance (ODPM February 2006).

7. Owners may elect to provide an alternative heating system, but if they do so they may be required to provide additional insulation to compensate for any loss of any heating efficiency in the system they use. The overall SAP target will be based upon that of providing gas central heating (as in 5 above); additional insulation will probably be needed to balance the less efficient heating system selected.
8. Where there is a serviceable gas boiler no more than 10 years old, there will usually be no requirement to replace it with a new boiler. The current building regulations require a SEDBUK¹ A or B rated boiler (in effect, one of a range of specified condensing boilers). These are about 30% more efficient than the traditional design which has a concurrent effect on heating adequacy and SAP rating.
9. Where there is no gas supply, or the HMO is occupied as bedsits on individual tenancies, it may be appropriate to consider night storage heating. However, due to the lower efficiency of these systems higher standards of insulation may be required to compensate.
10. Insulation is to be provided to all accessible loft voids by laying between and/or across the joists to current Building Regulation standards. Loft access panels may be needed to reach such areas and improved roof space ventilation may also be required.
11. Insulation may be required to insulate sloping ceilings, ceilings under inaccessible loft areas, dormer wall/ceiling areas and external walls depending upon the individual circumstances of the dwelling. The option of considering such works will only be considered where (1) the proposed improvements to heating and loft insulation are insufficient to remove the category 1 hazard of Excess Cold, (2) the existing lack of insulation also contributes to a significant other problems (e.g. damp and mould or Excess Heat) or (3) there is disrepair to an element and it is cost effective to upgrade insulation at this time.
12. Where the above insulation is required, consideration will initially be given to applying a roll on foam based material (e.g. Sempatap Thermal). If this is insufficient (or concurrent repairs are required), works may be required to insulate in accordance with Building Regulations.
13. Major insulation works have a prolonged “pay back” period. In the case of double glazing, this can be 30 years. Internal and external dry lining have pay back periods of about 10 years². The cost effectiveness of these works will change when there are other matters which can be addressed concurrently (e.g. repairs to render, plasterwork or windows).

¹ SEDBUK; *Seasonal Efficiency of Domestic Boilers in the UK (the database for assessment of the efficiency of boilers)*. This has been incorporated into the Boiler Efficiency Database (BEDF).

² HHSRS.org.uk March 2007

14. Building regulations now require that when significant works are being carried out to a construction element that element is upgraded to the standards of the Approved Document to Part L which deal with domestic dwellings –ADL1B (existing buildings). Exemptions to this regulation apply where (a) the work is technically not feasible or (b) the simple pay back period exceeds 15 years.
15. The client may elect to adopt other heating/insulation/alternative energy solutions which will achieve the above standards and comply with legislative requirements.