

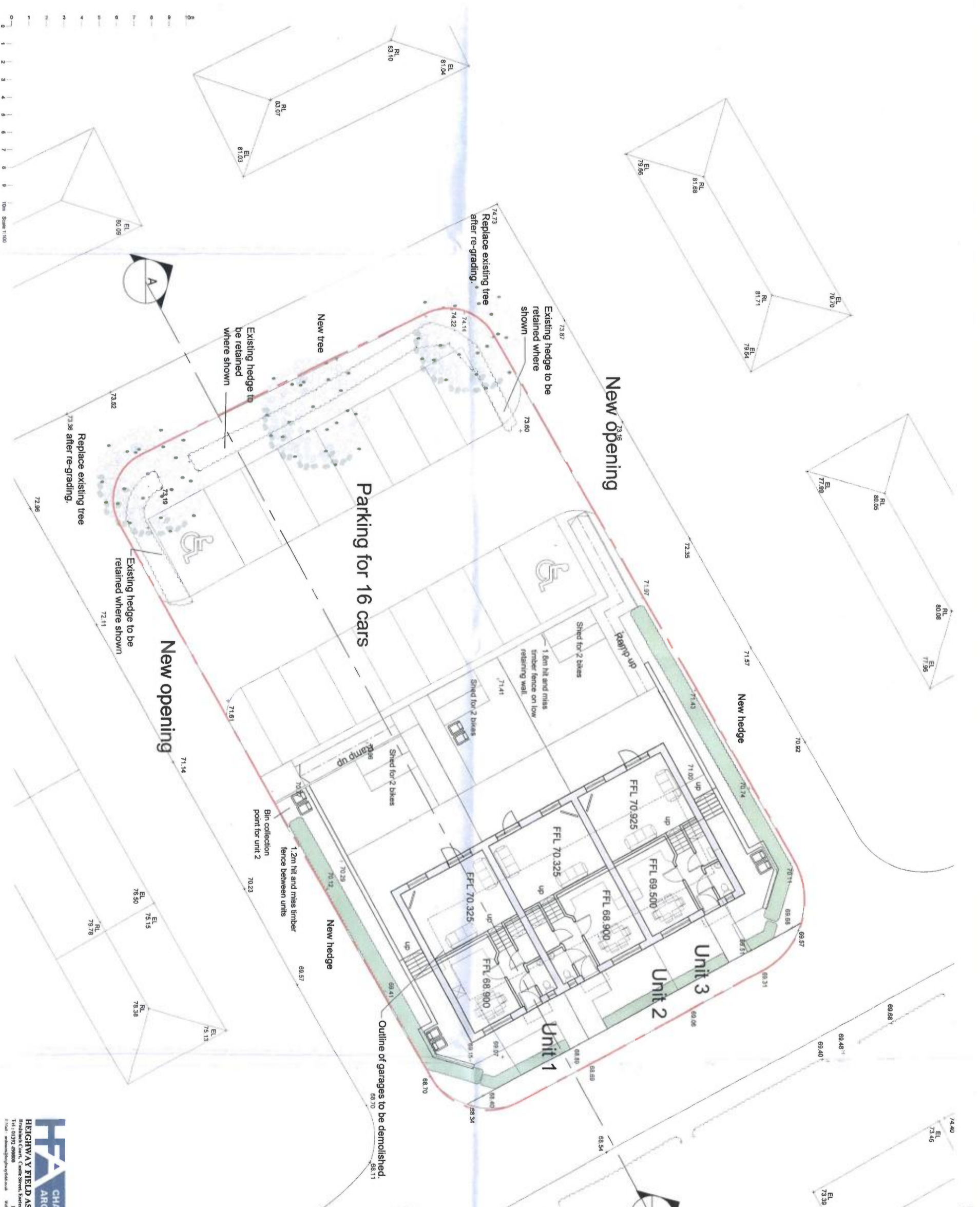
# SCHEDULE ONE

## Affordable Rented Dwellings

### Definitions

In this Schedule, the definitions in the body of the Deed shall apply with the following additional definitions:

- Adjacent Rural Parish** the parishes of West Buckfastleigh, Dean Prior, Ashburton and Rattery.
- Act** the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993
- Affordable Rent** a rent that does not exceed 80% of the local market rents (including any service charges) and does not exceed the local housing allowance rate applicable to Teignbridge published by the Valuation Office Agency of HM Revenue and Customs.
- Affordable Rented Dwelling** two of the Dwellings identified as 'Unit 1' and 'Unit 2' on the Site Layout drawing numbered 1622-101 Rev.C let for occupation by an Eligible Household at a rent (including any service charge) not to exceed an Affordable Rent
- Disposal** a disposition within the meaning of section 27(2) of the Land Registration Act 2002 (not including the creation of a legal charge) and “Dispose” and “Disposed” shall be construed accordingly
- Eligible Household** a person (together with their spouse or partner, children or dependants) shall be deemed to be an Eligible Household for the purposes of this Schedule if that person is in Housing Need and either:
- (i) currently lives in the Parish of Provision or an Adjacent Rural Parish and has done so throughout the previous five years; or
  - (ii) has lived previously in the Parish of Provision or the Adjacent Rural Parish for a period of five years, but has moved away at some time in the past three years; or
  - (iii) has a strong local connection with the Parish of Provision or the Adjacent Rural Parish by reason of, for example, upbringing or employment
- and for the avoidance of doubt these categories (i) to (iii) are not set out in any preference or priority order



**HFA** CHARTERED ARCHITECTS  
**HEGWAY FIELD ASSOCIATES**  
 Registered Civil, Chartered Surveyors, ECA 311  
 141, 01391 490600 Fax: 01392 499639  
 17, 01392 490600 Web Site: hegwayfield.co.uk

Client	Glebelands Car park site
Location	Buckfastleigh Devon
Project No.	1622-101
Date	Feb 2018
Scale	1:100
Drawn	MM
Checked	AF
Project	Tenpin Housing
Issue	PLANNING ISSUE
Revision	1622-101 C

20.06.18 C PLANNING ISSUE  
 15.08.18 B PLANNING ISSUE  
 03.05.18 A PLANNING ISSUE

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(b)

<b>Family Member</b>	Mother, father, sister, brother, daughter, son
<b>Housing Need</b>	In need of suitable permanent housing and unable to afford to pay market rents or the open market price for reasonably suitable permanent housing
<b>Initial Period (Rental)</b>	the period of four weeks starting from the date the Affordable Rented Dwelling is advertised for rent
<b>Local Housing Authority</b>	Teignbridge District Council
<b>Mortgagee</b>	means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a <b>Receiver</b> )) of the whole or any part of the Affordable Rented Dwellings
<b>Parish of Provision</b>	the civil parish of Buckfastleigh
<b>Registered Provider</b>	a Registered Provider of Social Housing as defined in section 80(2) of the Housing and Regeneration Act 2008

#### **1. The Housing Association's Covenants**

The Housing Association covenants with the Authority to construct the Development in such manner as to ensure that 2 of the Dwellings shall be provided as Affordable Rented Dwellings

#### **2. Restriction on Disposal and Dealings in Affordable Rented Dwellings**

No estate or interest in any Affordable Rented Dwelling shall be Disposed of, except in accordance with paragraph 6 of this Schedule or pursuant to any statutory authority or pursuant to an Order of the Court.

#### **3. Persons who may occupy an Affordable Rented Dwelling**

- 3.1 Subject to paragraph 4.1 below, not to cause or permit any person to enter into Occupation of an Affordable Rented Dwelling unless he/she is a member of an Eligible Household.
- 3.2 For the avoidance of doubt, no person shall be permitted to occupy, use or let the Affordable Rented Dwelling as a holiday home, second home, or as short let holiday accommodation.
- 3.3 Nothing in this paragraph shall prevent an Eligible Household permitting any person to occupy a room in the Affordable Rented Dwelling as a guest, or as a lodger

#### **4. Allocation of Affordable Rented Dwellings**



- 4.1 The Housing Association shall advertise each Affordable Rented Dwelling for occupation by an Eligible Household for the Initial Period (Rental)
- 4.2 If upon the expiry of the Initial Period (Rental), the Affordable Rented Dwelling is vacant and no person qualifying as an Eligible Household has signed a tenancy agreement, the Affordable Rented Dwelling may be allocated to any person who demonstrates to the reasonable satisfaction of the Local Housing Authority or its nominee that they are in Housing Need, **and** either:
- (a) they are currently living in Dartmoor National Park (the "National Park"). having done so for a continuous period of not less than 12 months; **or**
  - (b) they have a strong local connection to Dartmoor National Park, for example by reason of:
    - (i) employment or paid work (in each case for not less than 16 hours per week) in the National Park, having done so for a continuous period of at least two (2) years
    - (B) being a person whose upbringing or a significant part of their upbringing took place in the National Park
    - (C) having a Family Member who is living in the National Park and has done so for a continuous period of at least five (5) years.
    - (D) having previously lived in the National Park for at least five (5) years
- 4.3 If upon the expiry of a period of 10 working days, commencing on the expiry of the Initial Period (Rental), no person has signed a tenancy agreement, the Affordable Rented Dwelling may be allocated to any person who demonstrates to the reasonable satisfaction of the Local Housing Authority or its nominee that they are in Housing Need and any such person shall be conclusively presumed for the purposes of this Deed to be entitled to Occupy the Affordable Rented Dwelling
- 4.4 In the event that an Affordable Rented Dwelling is let pursuant to paragraphs 4.2 or 4.3 above, to a person who is not an Eligible Household within the meaning of this Schedule, once that persons' tenancy comes to an end, the provisions of this Schedule shall continue to apply

## **5. Mortgagee Protection**

- 5 The affordable housing covenants and restrictions in this Deed shall not be binding on a Mortgagee PROVIDED THAT:
- (a) A Mortgagee shall give prior written notice to the Local Housing Authority of its intention to Dispose of any Affordable Rented Dwelling (the "Mortgagee's Notice") and shall thereafter use reasonable endeavours over a period of three calendar months from the date of the Mortgagee's Notice to complete a Disposal of the Affordable Rented Dwelling to another Registered Provider PROVIDED ALWAYS that the Mortgagee shall not be under any obligation to Dispose of the Affordable Rented Dwelling for a sum less than the monies due and outstanding pursuant to the mortgage or charge or pursuant to the terms of any security documentation including all accrued principal monies, interest, costs and expenses.