

## Land South of Chilcombe Cross, Northleigh

Planning ref: 20/1234/FUL

### Local Lettings Plan

#### 1. Background

**Teign Housing** (hereinafter referred to as the “the Association”) incorporated and registered in England and Wales with company number 04619035 and charity number 1112196 of Millwood House, Collett Way, Newton Abbot, Devon, TQ12 4PH

The Association will enter into a long-term lease with **Upper Coly Valley Community Land Trust Limited** (Co-operative and Community Benefit Societies Act 2014 registration number 7557) of Crossacres, Hutgate Road, Honiton, Devon, EX14 9UY hereinafter referred to as the “CLT” on the properties specified in the Schedule.

The definitions in the S106 Agreement for Planning ref: 20/1234/FUL shall apply to the interpretation of this Local Lettings Plan unless expressly indicated to the contrary.

This Local Lettings Plan has been prepared to ensure that the objects of the CLT are met. Every effort has been made to ensure the Local Lettings Plan is not in variance with other policies and agreements.

#### 2. Definitions

**For the purposes of this Schedule the following words will have the following meanings:**

“Adjacent Area”	means the parishes of Branscombe, Widworthy and Offwell
“Affordable Dwelling”	means the Affordable Rented Dwellings as defined in Clause 1, Part A of Schedule 1 of the S.106 Agreement
“Affordable Housing Unit”	means the Affordable Rented Dwellings as defined in Clause 1, Part A of the Schedule 1 of the S.106 Agreement
“Community Area”	means the parishes of Northleigh, Soutleigh and Farway
“Local Connection”	Means: i. persons who have been permanently resident therein for a continuous period of three years out of the five years



	<p>immediately prior to the Affordable Dwelling being offered to them; or</p> <p>ii. being formerly permanently resident therein for a continuous period of five years at some time in the past ten years;</p> <p>iii. having his or her place of permanent work (normally regarded as 16 hours or more a week and not including seasonal employment) therein for a continuous period of at least twelve (12) months immediately prior to being offered the Affordable Dwelling; or</p> <p>iv. persons who can demonstrate a close family connection in that the person's mother, father, son, daughter or sibling has been permanently resident therein for a continuous period of five years immediately prior to the Affordable Dwelling being offered to them and where there is independent evidence of a caring dependency relationship.</p> <p>For the purpose of paragraph 4 of the Local Lettings Plan categories i – iv above shall be deemed to be the priority order with i being the highest priority.</p>
"Local Needs Person"	<p>means a person or persons part of an existing or newly-forming household who:</p> <p>a) is currently in Housing Need (as defined by the S106 Agreement) for its requirements; and</p> <p>b) is an eligible household as prescribed within the definition of affordable housing contained in Annex 2 of the National Planning Policy Framework or any other statement or circular which may supersede it; and</p> <p>c) has a Local Connection to the Community Area.</p>
"Parties"	means (1) the Council (2) the Association and (3) the CLT
"Party"	means one of the Parties
"S106 Agreement"	Means the agreement between East Devon District Council (1) and the Parish Council of Northleigh dated 5 <sup>th</sup> October 2022 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

### 3. Section 106 Agreement (Town & Country Planning Act 1990)

This Local Lettings Plan sets out how the process by which the Association and the CLT will comply with the affordable housing requirements of the Section 106 Agreement namely to ensure that any homes developed remain affordable in perpetuity and are prioritised for Local Needs Persons.

### 4. Allocation Criteria

- 4.1 Local Needs Persons who are applicants on the Common Housing Register as defined in Schedule 1 of the s106 Agreement will be selected and allocated for the Affordable Dwelling in accordance with paragraphs 4.2 – 4.7 below.
- 4.2 Eligibility of initial and any subsequent applicants shall first be determined in accordance with the following priority order:
- 4.2.1 First, applicants with a Local Connection to the Community Area who are in Bands A-E of the Common Housing Register
- 4.2.2 Second, applicants with a Local Connection to the Adjacent Area who are in Band A-E of the Common Housing Register
- 4.2.3 Third, applicants with a Local Connection District of East Devon who are in the Bands A-E of the Common Housing Register
- 4.3 In the event of there being two or more applicants in any of paragraphs 4.2.1 to 4.2.3 above then the eligibility of those applicants shall be further determined in accordance with the priority of their Local Connection category (with category i being the highest)
- 4.4 In the event of there being two or more applicants having equal Local Connection priority then the eligibility of the applicants shall be further determined in accordance with their housing need being determined by the Band they are contained in within the Common Housing Register (with Band A being the highest)
- 4.5 In the event there being two or more applicants having equal priority in terms of Local Connection and housing need, then their priority order will be determined by the length of time each has been on the Common Housing Register and the Affordable Dwelling will be allocated to those who have been registered longer.
- 4.6 Rented properties will be advertised on the Common Housing Register through Devon Home Choice (“DHC”). In the event that DHC is unable to provide this service, or the definitions of the Bands should change, the Association and the CLT will ensure that future applicants who would formerly have been eligible for the properties by having a Local Connection and being in the Band E (to the extent provided for in paragraphs 4.1 – 4.5 ) will remain eligible as if they were in Band E and the Association and the CLT will seek to formally amend this Local Lettings Plan accordingly (and with it, the Section 106 Agreement.)

## **5. Advertising of Vacancies**

5.1 On the first lettings, the Association and the CLT will hold an open meeting 6 months before the expected completion date of the Affordable Dwellings to provide information and advice.

5.2 Subsequent vacancies will be advertised through DHC. The Association will notify the CLT of all rental vacancies at least 5 working days before they are advertised on DHC. When notified of vacancies the CLT will use local communications to ensure as many local people as possible know about the vacancy and how to apply.

## **6. The Offer Process**

6.1 The Association is responsible for lettings. Applicants will be tenants of the Association.

6.2 Following allocation on the basis of full occupation in accordance with 4.2.1 above and before allocations are considered under 4.2.2 and 4.2.3, if any two or three-bedroom properties remain to be allocated, under-occupation by one bedroom in accordance with 4.2.1 will be allowed provided that the relevant implications (if any) for the affordability of the tenancy are first discussed by the Association with the applicant.

6.3 When an offer is being made – and subject to compliance with the General Data Protection Regulation through a Data Sharing Agreement - the Association will provide the CLT with shortlisted applicants' names and stated Local Connections in order that the CLT can use its local knowledge to confirm or query the applicants' Local Connections. In turn, the CLT will, within 48 hours, confirm to the Association whether they are satisfied that the verification process has been complied with.

## **7 Disputes Procedure**

7.1 The CLT and the Association undertake to use their best endeavours to resolve any issues, complaints or disputes in respect of the operation of this Local Lettings Plan or any other matter pertaining to this Local Lettings Plan amicably, through discussion and co-operation.

7.2 In the unlikely event of failure to agree the issue shall be referred for determination by a mutually agreed single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment of it for the time being in force. The cost of appointing the arbitrator will be shared equally between the Association and the CLT.

7.3 The parties agree that any complaints or matter of dispute from an applicant or third party regarding the performance or non-performance of obligations under this Local

Lettings Plan or any other matter pertaining to this Local Lettings Plan should usually be addressed or referred to the Association.

## 8. Legal Succession

Where a Party changes its name or legal identity but otherwise retains the same function and purpose through succession, all duties and obligations under this Local Lettings Plan will automatically transfer to the successor. Save in the case of succession, no Party may transfer or assign its interest in this Local Lettings Plan without the prior written agreement of all the Parties.

## 9. Variation

This Local Lettings Plan and its provisions shall only be capable of amendment by a document in writing executed by the CLT and the Association and approved by the Local Planning Authority in writing.

Signed on behalf of the CLT

Signature.....

Position.....

Dated .....

*[Signature]*  
*Secretary*  
*16-8-23*

*JEREMY NIBBLES*

Signed on behalf of the Association

Signature.....

Position.....

Dated .....

*A. Nibbles*  
*Director of Customer & Communities*  
*copy date 21/8/23*

Signed on behalf of East Devon District Council

Signature.....

Position.....

Dated .....

*[Signature]*  
*Housing Enabling Officer*  
*29-08-23*