# SCHEDULE 1

## Affordable Housing

## Part 1

**1. Definitions of Words and Phrases used in this Schedule**

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

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| **Adjacent Rural Parish** | the parishes of Horrabridge, Meavy, Walkhampton & Whitchurch |
| **Affordable Rent** | a monthly or weekly rent that does not exceed 80% of the prevailing market rate (including service charges, where applicable) for a property providing equivalent accommodation within the locality |
| **Disposal** | a disposition within the meaning of section 27(2) of the Land Registration Act 2002 or the grant of any tenancy (including but not limited to an assured tenancy or a starter tenancy) |
| **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 and this Deed if that person:<br>(a) is in need of suitable permanent housing; **and**<br>(b) is unable to afford market rents or the open market price for reasonably suitable permanent housing; **and**<br>(c) either<br>(i) is living in the Parish of Provision or an Adjacent Rural Parish, having done so for a continuous period of not less than five years; or<br>(ii) lived previously in the Parish of Provision or the Adjacent Rural Parish for a continuous period of not less than five years, but moved away within the past three years; or<br>(iii) has a strong local connection with the Parish of Provision or the Adjacent Rural Parish by reason of, for example, upbringing or employment |

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| | and for the avoidance of doubt these categories (i) to (iii) are not set out in any preference or priority order. |
| **Initial Period (Rental)** | (i) on the first rental of the Affordable Dwelling, the period of eight (8) weeks from the date the Affordable Dwelling is substantially completed or advertised for rent, whichever is the later;<br>(ii) on all subsequent rentals, the period of eight (8) weeks from the date the Affordable Dwelling is advertised for rent; |
| **Local Housing Authority** | West Devon Borough Council |
| **Parish of Provision** | the parish of Buckland Monachorum |
| **Registered Provider** | means a Registered Provider of Social Housing as defined in section 80(2) of the Housing & Regeneration Act 2008 |

**2. The Owners' Obligations**

The Owner covenants as follows:

2.1 To manage and deal with the Land at all times in accordance with the Obligations set out in this Schedule.

2.2 Not to permit or otherwise allow the commencement of the construction of any Dwelling on the Land above ground floor slab level until the Owner has entered into a binding contract for the purchase of all of the Affordable Dwellings by a Registered Provider

2.3 To transfer all of the Affordable Dwellings with full title guarantee to the Registered Provider free from any encumbrances with the benefit of full and free rights of access both pedestrian and vehicular over any relevant access road to be built to a standard capable of adoption by the County Council in its capacity as highway authority from the boundary of each Affordable Dwelling to any relevant adopted highway (and vice versa) and free and unrestricted rights for all services and conducting media and drains or sewers to be laid and constructed to each Affordable Dwelling to a standard capable of adoption by the relevant service providers and upon such further terms as may be agreed with the Registered Provider

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

3.1 Subject to the following sub-paragraphs, no person shall occupy or be permitted to occupy an Affordable Dwelling other than by way of letting as rented accommodation at an Affordable Rent.

3.2 No person shall occupy or be permitted to occupy an Affordable Dwelling unless that person is a member of an Eligible Household who is occupying the Affordable Dwelling as their principal or main residence.

3.3 For the avoidance of doubt, no person shall occupy, use or let an Affordable Dwelling as a holiday home, second home, or for use as short let holiday accommodation.

3.4 Nothing in this clause 3 shall prevent an Eligible Household from permitting any person to occupy a room in an Affordable Dwelling as a guest, or as a lodger.

**4 No Eligible Household can be Found**

4.1 If an Affordable Dwelling shall become vacant and upon the expiry of the Initial Period (Rental) no Eligible Household has signed a tenancy agreement for the Affordable Dwelling, the definition of Eligible Household shall be extended to include a person who is in housing need; and either

(a) is living in Dartmoor National Park; **or**

(b) has a local connection with Dartmoor National Park by, for example:

(i) having a main source of employment or work in that area; **or**

(ii) having previously lived in that area for at least five years and now wishing to return to live in that area; **or**

(iii) is owed a statutory duty to be re-housed by the Local Housing Authority

and any such person shall be conclusively presumed for the purposes of this Deed to be a Eligible Household for the duration of their occupation of the Affordable Dwelling.

4.2 If upon the expiry of a period of thirty (30) days after the expiry of the Initial Period (Rental), a tenancy agreement has not been concluded, the definition of Eligible Household shall be further extended to include any person to whom the Affordable Dwelling is rented at an Affordable Rent and any such person shall be conclusively presumed for the purposes of this Deed to be a Eligible Household for the duration of their occupation of the Affordable Dwelling.

**5 Disposal and dealings in the Land restricted**

Subject to paragraph 6 (below) no estate or interest in an Affordable Dwelling (other than a tenancy, a mortgage or a charge) shall be Disposed of except:

(a) to a Registered Provider; **or**

(b) pursuant to any statutory authority; **or**

(c) pursuant to any Order of the Court