

Part 2
Affordable Housing

The following definitions shall apply in this Schedule 1:

1. **DEFINITIONS**

- "Adjoining Parish"** means Ashreigney, Dolton and Dowland;
- "Advertising"** means the advertising for sale or letting of any interest in the relevant Shared Ownership Dwelling or Social Rented Dwelling in accordance with a scheme to be approved by the Council which scheme shall include (unless otherwise agreed with the Council) an advertisement on the website of Help to Buy South or any other similar organisation and such other advertising such as through local estate agents and social media channels as shall be agreed in writing by the Council and "Advertised" shall be construed accordingly;
- "Affordable Dwellings"** means 21 of the Dwellings to be provided on the Site as Affordable Housing and reference to "**Affordable Dwelling**" shall mean any one of them;
- "Affordable Housing"** means Social Rented Dwellings and Shared Ownership Housing provided to eligible households whose needs are not met by the market, where eligibility is determined with regard to local incomes and local house prices and which remains at an affordable price for future eligible households and as defined in Annex 2 of the NPPF;
- "Affordable Housing Scheme"** means a scheme for the provision of the Affordable Housing to be submitted by the Owner to the Council which shall include (unless otherwise agreed with the Council):
- a. Arrangements for the provision of the Affordable Dwellings;
 - b. Location of the Affordable Dwellings to be shown on a plan with reference to the appropriate plot numbers;
 - c. Details of the unit size of the Affordable Dwellings; and
 - d. Arrangements for the transfer of the Affordable Dwellings to a Registered Provider
- and such other details as reasonably required by the Council;

"County"	means the County of Devon;
"Devon Home Choice"	means the method or body agreed by the Council in accordance with Department for Communities and Local Government guidance: - "Allocation of Accommodation: Choice Based Letting" (August 2008) for the allocation of Affordable Housing in the District;
"District"	means the administrative area of Torridge District Council;
"Help to Buy South"	means the method or body agreed by the Council for the nomination of Shared Ownership Housing available to buy in the District or such successor body or organisation responsible for the nomination of Shared Ownership Housing available to buy in the District;
"Homes England"	means the agency so named and established under the Housing and Regeneration Act 2008 for the purpose of procuring and regulating the provision of Affordable Housing and any body that replaces it for the purpose of those functions and "HE" shall be construed accordingly;
"Housing Need"	means a person who does not have available to them and could not afford (personally or jointly with other members of his household) to acquire or rent a home suitable for their needs and the needs of their household at the normal market values prevailing in the District;
"Local Connection"	means a local connection calculated from the Start Date (defined in Part VII of the Housing Act 1996) with the Parish (or the Qualifying Area as appropriate) as follows: <ul style="list-style-type: none"> • being permanently resident therein for six of the last twelve months, or three out of the last five years; or • in permanent full-time or part-time (minimum 16 hour contract per week) work therein for 6 months. This may include the need to move to the Parish in connection with permanent employment (minimum 16 hour contract per week) where commuting from the person's existing home is accepted by the Council as unreasonable. In all cases there should be no break in the period of employment for more than 3 months over the relevant period; or • have family connections in the Parish. Reflecting the Local Government Association guidelines this is normally defined as the applicant, or a member of their household has parents, adult

children or brothers or sisters who have been resident in the District for at least the last 5 years; or

- having immediate relatives (i.e parents, non-dependent children, brother or sister) who have lived therein for at least 5 years and with whom there has been shown to have been frequent contact, commitment or dependency; or
- other categories or relationships may be considered by the Council including foster relationships where clear evidence of frequent contact, commitment dependency is shown
- other special circumstances which create a link to the Parish (not including residence in a hospital armed forces accommodation holiday let or person or rehabilitation facility) and having been first verified in writing by the Council as having such special circumstances and this may include the need to reside medical support or (with the approval of the Council) some other form of special support;

"Mortgagee"

means a Registered Provider's mortgagee or chargee of the Affordable Dwellings (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);

"Open Market Dwellings"

means those Dwellings which are not being provided as Affordable Dwellings;

"Parish"

means the Parish of Winkleigh;

"Qualifying Area"

means the Parish, Adjoining Parish or District, as appropriate;

**"Registered Provider"
(RP)**

means a body which is registered with HE as a provider of social housing under Part 2 of the Housing and Regeneration Act 2008 or such other class or body as may be constituted under any legislation replacing that provision and "RP" shall be construed accordingly;

**"Shared Ownership
Dwelling"**

means an Affordable Dwelling sold on the basis of a Shared Ownership Lease and the rent under such lease may be increased by no more than the Retail Prices Index (All Items) plus 0.5% or other such amount as

existing prior to the date of this Deed) with full title guarantee and vacant possession;

- 2.7.2 the transfer shall grant all rights and easements (if any) as are required to give pedestrian and vehicular access between the Affordable Dwellings and the public highway and as are required to connect all sewers, drains pipes cables and all other conducting media serving the Affordable Dwellings to the relevant networks.

Marketing, Allocation and Occupation of Affordable Dwellings

- 2.8 Not to permit allow or cause the Affordable Dwellings to be Occupied by a person unless that person:
- 2.8.1 is a person in Housing Need who has a Local Connection at the time of his first Occupation of the Affordable Dwelling; or
- 2.8.2 is a member of the household of and living with a person in Housing Need at the time of his first Occupation of the Affordable Dwelling; and
- 2.8.3 (in either case) occupies the Affordable Dwelling as his or her sole or main residence.
- 2.9 No person shall let any Social Rented Dwellings for a rent which exceeds the Social Rent.

Shared Ownership Housing

- 2.10 Where an Affordable Dwelling is shown within the approved Affordable Housing Scheme as intended to be disposed of as a Shared Ownership Dwelling:
- 2.10.1 the Shared Ownership Dwelling shall only be disposed of by way of a Shared Ownership Lease;
- 2.10.2 the minimum initial share of the equity in the Shared Ownership Dwelling that a purchaser may purchase shall be restricted to 25-75% of the equity as per the Shared Ownership Lease or such lower initial share as may be permitted under guidance issued by HE;
- 2.10.3 the rent payable shall not exceed two decimal point seven five per cent (2.75%) of the open market value of the equity retained by the landlord; and
- 2.10.4 the maximum amount of equity that may be purchased is restricted to 80% **OR SUCH OTHER AMOUNTS AS IS AGREED WITH THE COUNCIL** G

Marketing - Social Rented Housing

- 2.11 If within a period of 2 (two) weeks for initial lettings and 1 (one) week for subsequent lettings from the date that the Affordable Dwelling becomes available for Occupation no prospective occupier in Housing Need and with a Local Connection to the Parish wishes to Occupy the Affordable Dwelling then Occupation is permitted by a person in Housing Need and with a Local Connection as applied to the Adjoining Parish and if no prospective occupier in Housing Need and with a Local Connection to the Adjoining Parish wishes to Occupy the Affordable

Dwelling then Occupation is permitted by a person in Housing Need and with a Local Connection as applied to the District,

PROVIDED THAT throughout the periods specified in this paragraph 2.10 the Affordable Dwelling shall have been continuously Advertised within the Parish/Adjoining Parish and will be allocated in terms of priority to the Parish first and then the Adjoining Parish and finally the District.

Marketing - Shared Ownership Housing

2.12 If within a period of 12 (twelve) weeks for initial sales and 8 (eight) weeks for subsequent sales from the date that the Affordable Dwelling becomes available for Occupation no prospective occupier in Housing Need and with a Local Connection to the Parish wishes to Occupy or purchase the Affordable Dwelling then Occupation or purchase is permitted by a person in Housing Need and with a Local Connection as applied to the Adjoining Parish and if no prospective occupier in Housing Need and with a Local Connection to the Adjoining Parish wishes to Occupy the Affordable Dwelling then Occupation is permitted by a person in Housing Need and with a Local Connection as applied to the District,

PROVIDED THAT throughout the periods specified in this paragraph 2.11 the Affordable Dwelling shall have been continuously Advertised within the Parish/Adjoining Parish and will be allocated in terms of priority to the Parish first and then the Adjoining Parish and finally the District.

2.13 Where the owner of the Shared Ownership Dwelling is a Registered Provider the Affordable Dwelling may also be Occupied in accordance with any nomination and management scheme in effect between the Council and that Registered Provider.

2.14 Any transfer for the sale or lease of the Affordable Dwellings should include such covenants and restrictions so as to ensure the future compliance with the planning obligations in this Part 2 of Schedule 1 subject to the exclusions contained in Part 2 of Schedule 1 and subject also to any subsequent amendment or variation to this Deed as agreed with the Council in writing to ensure that the Affordable Housing remains as such in perpetuity.

Mortgagee Exclusion

2.15 Notwithstanding the other provisions of this Deed, the covenants restrictions and obligations contained in this Part 2 of Schedule 1 shall not be binding on a Mortgagee or any purchaser from or successor in title to such Mortgagee or any other Mortgagee of any Affordable Dwelling(s) or part thereof or any purchaser from or successor in title to such Mortgagee

PROVIDED THAT:

2.15.1 the Mortgagee shall prior to seeking to dispose of the Affordable Dwellings (or any part thereof) pursuant to any default under terms of the relevant security documentation first give written notice to the Council of its intention to dispose of the Affordable Dwellings (or any part thereof) and shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice