

SCHEDULE ONE

Affordable Housing

PART 1 – GENERAL AND INTERPRETATION

1. Definitions of Words and Phrases used in this Schedule

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

Adjacent Rural Parish	the parishes of Dartmoor Forest, Dean Prior, Rattery & Ugborough
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	<p>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 Agreement if that person:</p> <ul style="list-style-type: none">(a) is in need of suitable permanent housing; and(b) is unable to afford to pay market rents or the open market price for reasonably suitable permanent housing; and(c) either<ul style="list-style-type: none">(i) currently lives in the Parish of Provision or an Adjacent Rural Parish and having 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 <p>and for the avoidance of doubt these categories (i) to</p>

(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;
- (ii) on all subsequent rentals, the period of eight (8) weeks from the date the Affordable Dwelling is advertised for rent;
- (iii) for the purposes of Part 3 paragraph 4.2 of this Schedule, the period of eight (8) weeks from the date a Shared Ownership Dwelling is advertised for rent

Initial Period (Sale)

the period of thirteen (13) weeks starting from the date a Shared Ownership Dwelling is marketed for sale

Local Housing Authority

the District Council

Parish of Provision

the parish of South Brent

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

PART 2 – AFFORDABLE DWELLINGS

1. Persons who may occupy an Affordable Dwelling

- 1.1 Subject to the following sub-paragraphs of this Part, 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.
- 1.2 For the avoidance of doubt, no person shall occupy, use or let the Affordable Dwelling as a holiday home, second home, or for use as short let holiday accommodation.
- 1.3 Nothing in this paragraph 1 shall prevent an Eligible Household from permitting any person to occupy a room in the Affordable Dwelling as a guest, or as a lodger.

2 No Eligible Household can be Found

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

- 2.2 If upon the expiry of a period of thirty (30) days after the expiry of the Initial Period (Rental), the Affordable Dwelling remains vacant and no Eligible Household has signed a tenancy agreement, 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.

3 Disposal and dealings in the Land restricted

- 3.1 Subject to paragraph 4 of this Part, no estate or interest in any Affordable Dwelling shall be created, assigned, transferred or disposed of, except:

- (a) in accordance with this Schedule; **or**
- (b) pursuant to any Order of the Court; **or**
- (c) pursuant to any statutory authority; **or**
- (d) to a Registered Provider

4 Mortgagee in Possession

- 4.1 If a Mortgagee shall come into possession of an Affordable Dwelling, the provisions of this paragraph shall apply.
- 4.2 Provided that the conditions in paragraph 4.3 of this Part are met, the requirement for the Affordable Dwelling to be used and occupied by an Eligible Household shall not apply to any Disposal by that Mortgagee and any such person to whom the Mortgagee shall Dispose of the Affordable Dwelling shall for the purposes of this Deed be conclusively presumed to be an Eligible Household and entitled to occupy that dwelling
- 4.3 The conditions are that:
 - (a) the Mortgagee first gives written notice to the Local Housing Authority that it is seeking a purchaser for the Affordable Dwelling; **and**
 - (b) for a period of three (3) months from the date of such written notice, no Disposal shall be made except to a Registered Provider in accordance with paragraph 4.4 of this Part; **and**
 - (c) any Disposal is conditional upon the purchaser entering into a binding legal covenant with the Authority and the Local Housing Authority not to Dispose of any estate or interest in the Affordable Dwelling without ensuring that all persons acquiring that estate or interest concurrently enter into a covenant to observe the restrictions and perform the Obligations contained in this Deed, and to secure that any future purchaser shall be required to so covenant.
- 4.4 The purchase price payable by a Registered Provider to the Mortgagee shall be limited to the higher of:
 - (a) the restricted market value of the Affordable Dwelling, being the value of that dwelling subject to the Obligations; **or**
 - (b) the amount required to redeem the amount secured upon the Affordable Dwelling together with all interest and charges accrued thereon, up to a maximum amount being the open market value of the dwelling.