



***Revised Estate Renewal
Rehousing and Payments
Policy***

**draft for consultation
June 2017**

Estate Renewal Rehousing and Payments Policy

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1 Introduction

This policy updates the Council's previous Estate Renewal and Payments Policy which was approved in July 2016. It includes new commitments to tenants and leaseholders who are required to move because of an estate renewal scheme. The policy will apply to schemes on Council housing estates, to Haringey Development Vehicle (HDV) schemes and will be extended to Housing Association tenants and leaseholders where the Council is leading, or determines that it has a strategic interest in, an estate renewal scheme.

The Council is committed to giving residents a stake in growth. With major estate renewal currently underway or being considered for High Road West, Northumberland Park and Wood Green area, the policy is now being updated to clarify the Council's offer to residents.

The Council wants to ensure established communities remain in the area and benefit from estate renewal schemes. To achieve these aims, this documents sets out the Council's commitments to tenants, leaseholders and freeholders who are required to move due to an estate renewal scheme and their right to return.

The Policy also sets out the Council's commitments on affordability, ensuring that all tenants, leaseholders and freeholders get full compensation if they have to move and that they have an offer of a new home that ensures they are not financially worse off as a result of the renewal scheme.

These commitments represent a benchmark - the guaranteed minimum offer to all tenants, leaseholders and freeholders on renewal schemes. The offer can be expanded or extended where this can be accommodated and is appropriate within any particular scheme, but this Policy sets out a clear set of commitments to ensure all existing residents benefit from regeneration in Haringey.

2 The Council's Commitments to Residents

Secure and Assured Tenants

The Council makes the following commitments to tenants who need to move because of an estate renewal scheme led by the Council:

- **No tenant will be financially worse off as a result of estate renewal**

This means that tenants will receive at a minimum:

- A Home Loss payment of £5,800 (as at October 2016)
- A disturbance payment to cover the costs of moving

- **All tenants will have a guaranteed right of return on equivalent terms**

This means that tenants will have:

- The right to return to a replacement home in the new development should they wish to do so
- An equivalent social tenancy at an equivalent rent
- An appropriate sized home for them and any dependants they live with
- Family members living with them will retain their succession rights
- And for Council Tenants the Right to Buy, although this may not apply for some Housing Association and HDV schemes

- **All tenants who wish to move away will be supported to do so**

This means that tenants who wish to move away will be offered:

- Priority to move to a comparable home in the borough
- An appropriate sized home for them and any dependants they live with

The above commitments are set out in detail in sections 4 and 5 of this document and are subject to qualifying criteria and Government regulations. A fuller explanation of the commitments on the right to return and affordability is set out in section 3.3.

Resident Leaseholders and Freeholders

The Council makes the following commitments to leaseholders and freeholders who need to move because of an estate renewal scheme led by the Council:

- **No resident leaseholder or freeholder will be financially worse off as a result of estate renewal**

This means that resident leaseholders and freeholders will get at a minimum:

- The full market value for their current property
- A Home Loss payment, 10% of the market value with a minimum of £5,800 and a maximum of £58,000 (as at October 2016)
- A disturbance payment to cover the costs of moving

- **All resident leaseholders and freeholders will have a guaranteed right of return**

This means that resident leaseholders and freeholders will have:

- The right to purchase a replacement home in the new development should they wish to do so
- For leaseholders or freeholders who can afford to buy at least 60% of a replacement home, a shared equity offer will be made
- For leaseholders or freeholders who cannot afford to buy 60% but can afford to buy at least 25% of a replacement home, a shared ownership offer will be made, with no rent payable on the first 40% of the value of the property or on the share they own
- For leaseholders or freeholders who cannot afford to buy even 25% of a replacement home, the Council will review each case on its merits to provide the most suitable housing offer they can afford

- **All resident leaseholders and freeholders tenants who wish to move away will be supported to do so**

This means that resident leaseholders and freeholders will have:

- Support and advice to purchase a replacement home elsewhere in the borough if they wish to do so
- For leaseholders or freeholders who cannot afford to buy a replacement home in the borough outright, a shared equity offer will be made elsewhere in the borough where they pay no rent on the equity they do not own, as long as they can afford 60% of the replacement home

The above commitments are set out in detail in sections 4 and 5 of this document and are subject to qualifying criteria and Government regulations. A fuller explanation of the commitments on the right to return and affordability is set out in section 3.3.

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Non-resident leaseholders and freeholders

The Council makes the following commitments to non-resident leaseholders and freeholders whose property is demolished because of an estate renewal scheme led by the Council:

- **No non-resident leaseholder or freeholder will be financially worse off as a result of estate renewal**

This means that non-resident leaseholders and freeholders will get:

- The full market value for their current property
- The statutory basic loss payment of 7.5% of the agreed value of the property, up to a maximum of £75,000 (as at October 2016)
- Compensation for the reasonable costs involved in purchasing another property in the UK

The above commitments are set out in detail in sections 4 and 5 of this document and are subject to qualifying criteria and Government regulations.

3 Application of this Policy

3.1 Where and when does this policy apply?

The Policy sets out the rehousing and payments framework for all residents who are required to move due to an estate renewal scheme led by Haringey Council. It also applies to all schemes led by the Haringey Development Vehicle and to Housing Association schemes where Haringey Council determines that it has a strategic interest in the scheme.

The Policy will apply to schemes where 50 or more units are being redeveloped but may be applied to smaller schemes where these commitments can be accommodated by the scheme.

The Policy will be applied both to permanent moves and to temporary moves where the resident has to move more than once while awaiting a replacement property to become available.

The Policy will be applied following a formal Council decision to implement an estate renewal project, although the Council may decide to make 'early offers' to tenants or leaseholders prior to this decision formally being made. Consultation and discussion with residents will have happened before this decision is taken.

The effective date for activation of this policy in respect of an individual estate renewal project (or phases of that project), and any 'early offers' connected with it, will be decided by the Director of Housing & Growth in consultation with the Cabinet Member for Housing, Regeneration and Planning, taking into account the circumstances of each project.

The effective date will act as the trigger for "rehousing status" (also called decant status) under the Allocations Scheme and Band A priority status being awarded to households eligible for rehousing under this policy.

This policy will not be used in cases of emergency repairs, where the relevant aspects of the Allocations Scheme and existing procedures will be used.

3.2 To whom does this policy apply?

Subject to the criteria above, this policy sets out payments and rehousing options for:

- Secure Council tenants
- Assured or Secure tenants of Housing Associations including Fixed Term and Introductory Tenants
- Leaseholders and Freeholders who own a property in the regeneration area

This policy does not offer payments or rehousing options for other residents including;

- Private tenants of affected leaseholders/freeholders
- Council or Housing Association tenants who hold a tenancy which is not an Assured Tenancy, Secure Tenancy or Introductory Tenancy.

- Tenants or Licensees who have been placed in the property on a temporary basis eg under a homelessness or a temporary rehousing
- Non-authorized residents such as sub-tenants, lodgers and licensees
- Squatters
- Leaseholders with less than three years unexpired term on the lease
- Any other private rented sector tenant.

For the purpose of the payments set out in this policy, a resident leaseholder is defined as a leaseholder or freeholder who has lived in the dwelling, or a substantial part of it, as their only or main residence, for a period of not less than one year ending with the day they have to move out.

Resident leaseholders who do not own or have a share in another property will be able to benefit from the rehousing offers such as Shared Equity and Shared Ownership.

The Council's revisions to its Allocations Policy in April 2017 restricted eligibility for social housing on the basis of incomes and savings. These restrictions will not apply to an offer of rehousing into social housing tenancies, for existing social tenants or for leaseholders, where this offer is part of an estate renewal scheme covered by this policy.

3.3 **Ensuring the right of return and affordability**

Haringey Council recognises the significant impact of regeneration schemes on residents when their homes are being demolished. Many residents have strong connections to their local area and wish to remain there and Haringey Council is committed to supporting this. A range of options will be made available to ensure those who wish to remain in or close to the regeneration area can do so and those who wish to move elsewhere in Haringey are enabled to do so.

Where people have to leave the regeneration area due to rehousing, but remain within the borough, they will retain the right to return, once the new homes are built. In effect they have first refusal and will be offered these homes when they become available. If they choose at that time not to return, the right to return is deemed to have ended. Where a resident has chosen to move to a new home out of the borough, the right of return would no longer apply. The rules on the size of homes for which they are eligible on return are the same as those set out below for the main rehousing offer.

Haringey Council is also committed to ensuring that the new homes are affordable to tenants, leaseholders and freeholders and that no resident should be financially worse off as a result of the renewal scheme. But this does not mean that every tenant, leaseholder and freeholder will pay exactly the same housing costs after the move as they did before the move.

For tenants, existing rules on social rents are quite complex. Social rent levels can vary between different social landlords and even within any landlord's stock, as they do for Council tenants. Rents also vary between property sizes and are subject to changing Government policy. This means that rents will change for some tenants, particularly if they move to larger or smaller homes, or change landlords, as a result of the renewal scheme. Some may pay a little more and some a little less. The commitment that no tenant will be financially worse off as a result of the renewal scheme is deemed as being met by the provision of Home Loss and Disturbance payments to cover the costs of

moving and by the commitment to an equivalent social rent. The commitment to ensuring that the new home is at an equivalent social rent is met by ensuring that where a tenant is on a social rent, then the new rent will also be a social rent, calculated according to the rent policies of the new social landlord, and not any higher rent that might be charged for an “Affordable Rent” an “Intermediate Rent” or a market rent home.

For resident leaseholders and freeholders, it is noted that lending rates and criteria are subject to change over time, and beyond the control of the Council, so the cost of the same value mortgage may be different at different properties. As with tenants above, this means that housing costs will change for some leaseholders and freeholders, particularly if they move to larger or smaller homes. Some may pay a little more and some a little less. The commitment that no leaseholder or freeholder will be financially worse off as a result of the renewal scheme is deemed as being met by the provision of Home Loss and Disturbance payments to cover the costs of moving and the commitment to ensuring there is always an offer available to them at a cost no greater than their current housing offer. This offer may be open market purchase, shared equity or shared ownership, either within or outside the regeneration area.

For non-resident leaseholders and freeholders, the commitment that no leaseholder or freeholder will be financially worse off as a result of the renewal scheme is deemed as being met by the statutory provisions.

It is also noted that renewal schemes seek to make significant improvement to the quality of the housing stock. This can impact both positively and negatively on costs such as utility bills, ground rents, service charges and council tax. These costs are not considered part of the commitment on housing costs described in the rest of this section.

The Council will assess each resident’s circumstances individually, and this document sets out the payments and rehousing options available to the majority of residents. However, in all cases, the overriding aim of this policy is to ensure that no secure or assured tenant and no leaseholder or freeholder on the estate is worse off because of the regeneration and that all will have a right of return.

These principles will guide the Council when seeking a solution in circumstances that are not explicitly covered by this Policy, or where it would be inappropriate to apply this Policy. However, while the Council will seek to ensure that residents are no worse off as a result of any regeneration scheme, this Policy does not seek to resolve financial problems or tenancy issues of existing residents where these issues are not caused by the regeneration scheme.

4 Payments policy

Payments available

Payments will be made under three categories – Home Loss Payments, Disturbance Payments and the Purchase of the Property. These payments are summarised in the following table:

Payment	Description	Available to:
Home Loss Payments	A lump sum payment to compensate for the need to move. Amount set by the Secretary of State and updated annually	Secure tenants Assured tenants
	A lump sum payment to compensate for the need to move. Amount equal to 10% of the property value subject to minimum and maximum thresholds set by the Secretary of State and updated annually	Resident leaseholders Resident freeholders
Disturbance Payments	Payment for costs of moving home includes costs such as removal fees, disconnection and reconnection of services, inbuilt furniture etc Claimants can choose a lump sum payment, or to submit receipts for each expense.	Secure tenants Assured tenants Resident leaseholders Resident freeholders
Purchase of the Property	Payment for a leaseholder / freeholders home The Council will pay full market value for the property.	All leaseholders & freeholders
Reasonable costs of purchasing a new property	Costs for purchasing a new property Includes conveyancing costs, stamp duty, solicitor/legal fees etc	All leaseholders & freeholders
Basic loss payments	A lump sum payment for basic loss of property Value is set at 7.5% of the property value, up to a maximum of £75,000.	Non Resident leaseholders

4.1 Home Loss Payments

Home Loss Payments are statutory payments, which are paid to freeholders, leaseholders and tenants following a compulsory purchase order or displacement by housing orders as detailed in Sections 29-33 of Land Compensation Act 1973.

To qualify, the property must be the claimant's only or main residence for a year prior to the date of displacement.

Home Loss payments are subject to maximum and minimum thresholds and are reviewed annually by the Secretary of State. The payments below are correct as of June 2017 but will need to be reviewed each time this policy is used.

Secure and Assured Tenants

Secure and Assured tenants receive a flat rate of £5,800 effective from October 2016 (subject to review).

Where a tenant does not qualify for a statutory Home Loss payment, for example, because they have been a tenant for less than a year, the Council may, in exceptional circumstances, make a discretionary Home Loss payment not exceeding the statutory amount.

Resident Freeholders/Leaseholders

Home Loss Payments to Freeholders/Leaseholders equate to 10 per cent of the Market Value of the property (with a minimum payment of £5,800 and a maximum payment of £53,000 from October 2016 (subject to review). To qualify, the property must be the claimant's only or main residence for a year prior to date of displacement.

Where a leaseholder or freeholder does not qualify for a statutory Home Loss payment, for example, because the property has not been their only or main residence for a year prior to displacement, the Council may, in exceptional circumstances, make a discretionary Home Loss payment not exceeding the statutory amount.

Home Loss Payment Procedure

The following will apply to all Home Loss payments made for estate renewal schemes under this Policy:

- a) Payments will be made directly to the tenant or resident leaseholder.
- b) Claims can be made for up to 6 years after the offer of accommodation, and must be paid within 3 months of receiving the claim. Under the Land Compensation Act 1973, there is a right of appeal to the Lands Tribunal.
- c) Payments will normally be made only after the return of keys to the property the tenant is vacating and, for leaseholders and freeholders, the sale completion. However, an earlier advance payment of at least part of the total payment may be considered in exceptional cases of financial hardship.
- d) All arrears will normally be offset against any Home Loss payment. This includes rent arrears for tenants, and service charge or major works arrears for leaseholders. Deductions may also be made for any Council Tax arrears.

4.2 Disturbance Payments

Disturbance Payments are made to financially compensate the displaced tenant, resident freeholder or resident leaseholder for expenses associated with the need to move. Disturbance Payments will be made under the Land Compensation Act 1973.

In cases where it is necessary to move tenants or resident leaseholders/freeholders twice, Disturbance Payments may need to be paid twice where the resident is required to make a temporary move before moving into permanent accommodation.

Payments to Secure/Assured tenants and resident Leaseholders/Freeholders

Disturbance Payments will be paid to tenants and resident leaseholders to cover reasonable costs associated with moving, and the list of items for which payment is considered reasonable under the Land Compensation Act 1973 is shown below:

- Removal costs from the current home to the new home, which will be paid directly to the Council's approved removal firm or to the tenant/leaseholder's removal firm where the tenant/leaseholder obtains two estimates which have been approved by the Council prior to the move. For vulnerable residents, this might include additional support, such as furniture packing and unpacking.
- Redirection of mail for each authorised surname living at the address.
- Telephone and internet disconnection and reconnection, including additional lines.
- Disconnection of any television aerials or satellite dishes connected either to an existing television or that allows the proper operation of television equipment. Reconnection will only apply with the express approval of the landlord at the new address. New homes may have television aerials and systems installed as part of the specification.
- Washing machine, cooker, dishwasher and plumbed fridge disconnection and reconnections to be carried out by the removal firm's operatives (who must be suitably qualified to the appropriate trade standards).
- Curtain and Carpets options: It is generally expected that relocating residents will refit existing carpets wherever possible, and the costs of this will be covered by the Disturbance Payment. However, where this is not possible, the cost of new carpets to an equivalent standard will be covered through the Disturbance Payment. The existing carpet will be assessed and a quote obtained based on this. Any additional rooms in the new home will be carpeted, but the cost will be deducted from the Home Loss Payment.
- Special locks and alarm refitting if these are currently fitted at the old property. They must be dismantled and refitted by a qualified locksmith or recognised Alarm Company and all locks and alarms must meet the relevant British standard for security. Front door and window grilles would not be covered.
- Dismantling and re-fitting of fitted resident owned furniture (such as kitchen units and wardrobes).
- Any extra costs of new school uniform if moved to a different area, which necessitates a change of school (supported by letters from the respective schools).

- Reimbursements for wage or salary loss on the day of the removal, provided loss of earnings is certified by the employer, for up to 2 members of the household
- Other reasonable costs incurred by the tenant/leaseholder if approved in writing by the Council prior to the cost being incurred, for example travel to viewings, replacement of sheds, additional childcare paid for pre-school children on the day of the move and outside furniture which cannot be dismantled, etc.

Additional payments only available to Secure and Assured tenants

In addition to the agreed components of the Disturbance Payment listed above, Secure and Assured tenants can also claim the following costs;

- Home improvements that have been notified and approved by the Council, less the cost of depreciation. Receipts are not required, but the improvement must have been approved by the Council, as improvements carried out without the Council's consent could amount to a breach of tenancy.
- Where the costs of adaptations in the old home were previously met by a tenant, the Council will reimburse the tenant subject to relevant receipts being available.

Additional payments available to resident Leaseholders and Freeholders

In addition to the agreed components of the Disturbance Payment listed above, resident leaseholders and freeholders are also entitled to claim any additional costs associated with selling their current property and purchasing a new one. The payment of these additional costs is dependent on the option taken by each individual leaseholder and freeholder in regards to rehousing, and can include:

- Early mortgage redemption fees at the existing property
- Conveyancing costs
- Mortgage and lender fees arising from the purchase of a replacement property
- Stamp duty land tax arising from the purchase of a replacement property
- Solicitor/legal fees arising from the purchase of a replacement property
- In some cases, payment for replacing white goods or furnishings owned by the leaseholder where the existing white goods/furnishing do not fit into the new property
- Removal and reinstatement of disabled adaptations as agreed by Haringey Council's Occupational Therapist

Emergency payments may be made available to those who will need this payment to secure a new home.

If the leaseholder is moving into one of the new build properties in the Regeneration Area, disturbance payments may include expenses associated with moving twice if this involves first living in temporary housing. This will not apply if the leaseholder has chosen to move into and fund their own temporary housing, because they want to return to a particular block or location on an estate and in these circumstances Haringey Council will only fund costs relating to one move.

Non-resident leaseholders/freeholders are not entitled to a Home Loss payment.

Disturbance Payments Procedure

Disturbance payments will be made directly to the tenant or leaseholder/freeholder.

Disturbance payments will only be made in respect of one replacement property so in cases where joint leaseholders are not purchasing another property together, they will need to decide who will claim.

Secure/Assured tenants and resident leaseholders/freeholders will normally be offered two payment method options:

A Claim Option

Tenants/Leaseholders using this option can claim disturbance payments by submitting a Disturbance Payment claim form for any legitimate expenses they incur in relation to moving home, enclosing receipts or proof of expenses.

All disturbance claims must be supported by receipts and invoices bearing the name and address of the company providing such receipts and invoices, the details of which will be verified by Haringey Council.

Claimants should note that the level of payment assessed by the Council may be less than the “fixed payment” quoted under the Fixed Payment option below.

Payments listed as “Additional payments available to resident Leaseholders/Freeholders” will need to be claimed through receipts regardless of whether a fixed payment has been requested for all other costs.

A Fixed Payment option

Secure/Assured Tenants and Resident Leaseholders/Freeholders can also choose to receive a fix sum payment instead of claiming for each expense.

Payment levels are based on the size of the property being vacated, updated periodically. These fixed payments do not cover the “additional payments available to resident Leaseholders/Freeholders” which will need to be claimed separately through the “claim option” described above.

The current fixed payment levels (as of September 2014) are set out below:

- 1 bedroom property - £1,650
- 2 bedroom property - £2,000
- 3 bedroom property - £2,400

For all 3 bedroom plus properties £380 will be added to the 3 bedroom figure above (i.e. £2,400) for each additional bedroom.

For leaseholders not moving into one of the new build properties in the Regeneration Area, disturbance payments will need to be claimed within one year of their property being acquired unless there are exceptional circumstances.

Non-resident leaseholders and freeholders are not entitled to any disturbance payments.

4.3 **Purchase of a leasehold or freehold property**

All leaseholders and freeholders will be entitled to receive the full market value of their property. The Council will enter into negotiations with leaseholders and freeholders to seek a voluntary arrangement to buy their home, which will normally include valuations by both the Council and the leaseholder or freeholder

Haringey Council will appoint a qualified valuer to act on its behalf to undertake a valuation of the property due to be acquired to determine its market value. Leaseholders can also appoint a qualified valuer to act on their behalf and reasonable costs associated with this will be reimbursed by Haringey Council.

Valuations will take into account any improvement works undertaken before the valuation date and are on the basis of open market valuations which, in effect, do not take into account any increase or decrease attributable to the regeneration or the fact that the purchase is or may be compulsory.

If Haringey Council's and leaseholder's valuer cannot reach agreement the matter may be referred for dispute resolution.

If the leaseholder does not accept the valuation agreed between their valuer and Haringey Council's valuer, or the valuation following any dispute resolution, they will be determined to have rejected the Council's offer to buy by agreement. They will in these circumstances have the statutory right to have the matter referred to Lands Chamber of the Upper Tribunal.

4.4 **Payment of costs of purchasing a new property**

Leaseholders and freeholders are also entitled to claim costs associated with selling their current property and purchasing a new one. The Council will reimburse leaseholders for reasonable legal costs incurred, up to the amount that would be payable if the purchase price of the new property was equivalent to the market value of the existing property.

Payment of these additional costs is dependent on the option taken by each individual leaseholder and freeholder in regards to rehousing, and can include:

- Early mortgage redemption fees at the existing property
- Conveyancing costs
- Mortgage and lender fees arising from the purchase of a replacement property
- Stamp duty land tax arising from the purchase of a replacement property
- Solicitor/legal fees arising from the purchase of a replacement property

The new home can be outside the regeneration area, but must be within the UK and the property must be purchased and the claim made within one year of Haringey Council purchasing their previous property to be eligible for this payment.

Basic Loss Payments to non-resident leaseholders and freeholders

In addition to the full market value of the property, and the reasonable costs of purchasing a new home as described above, non-resident leaseholders/freeholders are

also entitled to receive the market value of the property plus a basic loss payment of 7.5% of the agreed value of the property, up to a maximum of £75,000.

Scheme specific offers

The payment offers described in above represent the minimum offer to tenants, leaseholders and freeholders. However, each renewal scheme may offer additional options where these can be accommodated within the finances of the scheme.

Right of return

Where a right of return is exercised, Disturbance payments are payable on both the original move and on the return. Home Loss payments however are only payable on the original loss of the home, not on the return.

4.5 **Appeals**

The Council has a two-stage complaints process, which can be used in relation to appeals against the application of this policy.

Where the appeal is regarding the compensation payment in respect of property acquired, leaseholders and freeholders have the statutory right to apply to a specialist tribunal to determine the appropriate level of compensation. Further advice on this can be provided by the Independent Tenant Advisor appointed to the renewal scheme.

5 Rehousing

General approach to rehousing

The Council will assess each resident's circumstances individually, and this section sets out the rehousing options available to the majority of residents. However, in all cases, the overriding aim of this policy is to maximise the ability of residents to return to replacement homes in new developments where they wish to do so and to enable residents to move to comparable homes elsewhere in the borough where that is their preferred option, subject to any impact on schools and other social infrastructure.

5.1 Rehousing for tenants

In this section, the term 'Tenants' refers to Secure and Assured tenants who are required to move due to an estate renewal scheme led by Haringey Council or the Haringey Development Vehicle, or where the Council has determined that it has a strategic interest in the scheme.

In line with the legislation and existing best practice, the following people will be eligible for assistance and possible rehousing under this policy:

- a) Secure tenants, their children and partners/spouses who are identified as eligible through a Housing Needs Assessment and where those included on the application constitute a household as defined in the Council's Allocations Scheme.
- b) Assured tenants of Housing Associations their children and partners/spouses who are identified as eligible through a Housing Needs Assessment and where those included on the application constitute a household as defined in the Council's Allocations Scheme.

The Council will not rehouse unauthorised occupants, sub-tenants, lodgers, licensees, other non-secure occupants and persons included on applications for rehousing but are not considered to be part of the tenant's household. In cases of fraudulent applications the Council will consider what sanctions might be pursued.

Assistance and rehousing will only apply to tenants and authorised household members identified as part of a Housing Needs Assessment

Assessment of a household's housing needs

Tenants will be offered a new home based on their assessed needs in accordance with the Council's Housing Allocations Policy, which is regularly reviewed. This policy has been written with reference to the Housing Allocations Policy 2015, as amended on 1 May 2017.

In assessing the eligibility of occupiers under this policy, account will be taken of their length of occupation, which should be recorded during the Housing Needs Assessments.

Hidden Households, including non-dependent Adult Children

Under this policy, hidden households including non-dependent adult children of tenants will be rehoused as part of the tenant's household if they fall within the eligibility criteria detailed in paragraph above. "Hidden households" are where there are adults living with the head of household, who would choose, if they could, to live independently. This may include grown up children who have not been able to move out, or extended family members who have nowhere of their own to live.

Where hidden households do not comply with the eligibility criteria and/or wish to be housed independently, the Council will provide advice and assistance, for example, to help them secure private rented accommodation.

In exceptional cases, for example to alleviate severe overcrowding and/or to achieve a rehousing move necessary for an estate renewal scheme to progress, the separate rehousing of hidden households (including adult children) will be considered by the Housing Decisions Panel at the Council's discretion. The size of any property allocated to a hidden household will be decided in accordance with the Allocations Scheme.

If a hidden household remains in the affected property when other members of the household have been rehoused, the tenant will be liable for use and occupation charges until vacant possession is achieved, either voluntarily or through possession action in the courts.

Meeting housing need

Tenants who wish to move to another home in the regeneration area will be offered a property in line with their assessed housing need. The properties may therefore in some cases have fewer bedrooms than their current home.

Tenants with a home bigger than they need and who are willing to transfer to a smaller property may be allowed retain a spare bedroom when they are permanently rehoused. These tenants will also be entitled to any financial incentives available under the Council's schemes to encourage under-occupying households to downsize.

Medical need for a particular type or size of accommodation will be assessed in line with the Allocations Scheme for all residents who have a medical need identified in the Housing Needs Assessments. Where a previous medical assessment has been carried out, the Council reserve the right to seek a new medical assessment.

Offers of alternative accommodation

Qualifying households will be offered alternative accommodation in accordance with the Housing Allocations Policy. This is at section 15.15 of the Housing Allocations Policy 2015, as amended on 1 May 2017, and reads:

Tenants that need to be decanted from their homes on a permanent basis as a result of redevelopment or regeneration will be moved in a planned way. Each redevelopment/ regeneration scheme will be subject to consultation, equalities impact assessment and approval by Cabinet.

Once decant status is authorised tenants will be placed into Band A on a phased basis to bid for an alternative home. If the tenant has not bid for and been offered

accommodation twelve months prior to the Council requiring vacant possession, the Council will reserve the right to make a direct offer of accommodation to the tenant. If this offer is refused a further offer of accommodation will only be considered in exceptional circumstances and if none exist the Council may decide to take possession proceedings.

Qualifying households will be able to bid for accommodation under the Council's Choice Based Lettings scheme for a minimum period of 6 months, starting on a date agreed by the Director of Housing and Growth . This bidding period will normally be planned to end 12 months prior to demolition. After this free bidding period has elapsed, qualifying households will be able to continue to bid on Choice Based Lettings but may be made a 'direct offer' of suitable alternative accommodation. In other words, qualifying households will always have a minimum of 6 months to bid, normally much longer. Households will be able to continue bidding once the 12 months to demolition period has begun, up to the point they receive a 'direct offer' of suitable alternative accommodation.

Qualifying households who would prefer to only receive a 'direct offer' of accommodation rather than bid under Choice Based Lettings may choose to do so.

Only one 'direct offer' will normally be made. If the offer is refused, a review of the suitability of the accommodation offered will be conducted. A further offer will only be considered if the first direct offer is deemed unsuitable. In the absence of a further offer or other exceptional circumstances, the Council will, as a last resort, commence possession proceedings to ensure vacant possession of the property within a timely fashion to permit the estate renewal scheme to proceed.

Type of Tenancy

Where the secure or assured tenant moves to a council owned property they will normally be given a secure tenancy. This is also the case if the offer is temporary rehousing, in which case both the final move to a permanent property and the temporary move will be in an equivalent tenancy to what the tenant currently has.

If a tenant chooses to return to the regeneration area, then it cannot be guaranteed that the type of tenancy will be exactly the same tenancy if the replacement homes are owned by an alternative landlord. Where the secure or assured tenant chooses to move to a property owned by a Housing Association or the HDV they will normally be given an Assured Tenancy. Some Housing Associations may only offer a fixed term tenancy and this will be made clear in consultation before the regeneration begins. Those who will be Council tenants will retain the Right to Buy, but this may not apply for some Housing Association and HDV schemes.

If the tenant moves to an alternative Council tenancy, then this will be a tenancy which matches the security that the tenant currently has, and the rent will be an equivalent social rent, set in line with Government and Haringey policy on rents for Council tenants, as set out in 3.3 above. If the provider of the replacement homes is different to the provider of the original home, the security of tenure and rent level will be equivalent to what the tenant currently has, but may not be exactly the same due to the issues set out in 3.3.

Service charges will be set on a cost recovery basis, and efforts will be made through the design of the new homes to keep service charges as low as possible as is consistent with a desirable environment for the area. The Council will consult on new service charges that are introduced. The service charges applied to housing association tenancies are set by individual housing associations and are not controlled by the Council.

5.2 **Rehousing for leaseholders and freeholders**

All leaseholders and freeholders will receive full market value, plus any Home Loss, Disturbance or Basic Loss payments to which they may be entitled as described in section 4.

These payments are intended to allow the leaseholder or freeholder to buy a new property on the open market, but can be used by the leaseholder or freeholder for other purposes if they desire. However, leaseholders and freeholders should note that the costs of purchasing a new home will only be met if the replacement property is in the UK.

Additional rehousing options

Leaseholders and freeholders who have been resident for 12 months prior to the date of eligibility and who do not own any other leasehold or freehold interests may qualify for additional assistance from the Council.

A duty to rehouse leaseholders or freeholders only applies where suitable alternative residential accommodation on reasonable terms is not available to the residential occupier (as detailed in Section 39 of the Land Compensation Act 1973). In most circumstances it is anticipated this will be achieved on the open market, through the purchasing of a new property.

Practical help with buying another property outside Haringey

Where it is needed, Haringey Council can provide practical, non-financial help to assist leaseholders buy another property outside Haringey. The need for this will be assessed on a case by case basis and will be limited to information on how to purchase a property on the open market such as finding solicitors, surveyors etc.

Practical help with buying a property in another part of Haringey

The level of help to be provided will be assessed on a case by case basis, in accordance with individual needs, and may include (but is neither guaranteed to include nor restricted to) the provision of:

- Information on how to purchase a property on the open market such as finding solicitors etc
- Information on any other leasehold properties Haringey Council knows are for sale
- Help to find another property in Haringey. In some circumstances Haringey Council, or its agent, may be able to facilitate the purchase of another leasehold property from its own stock (this is dependent on the supply of housing stock and is subject to government rules and conditions)
- Advice on intermediate housing options in Haringey.

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Shared Equity and Shared Ownership

To enable leaseholders and freeholders to remain in the area if they cannot afford to buy at full market price, the Council will offer Shared Equity (where they can afford at least 60% of the purchase price) and Shared Ownership (where they cannot afford 60% but can afford at least 25%). The key features of both are summarised in the table below.

Option	Shared Equity	Shared Ownership
Description	The leaseholder will own 100% of the property, but part of the purchase price will be paid by the Council or other provider as a loan to be repaid when the property is sold or transferred to another owner.	The Shared Owner will own a share of the home, and pay rent on the portion of the property retained by the Council or other provider
Minimum % of the property purchased	Leaseholders must purchase at least 60% of the new property	Shared owners must purchase at least a 25% of the new property
Minimum contribution	The minimum contribution is the full value of the leaseholder's existing property plus any Home Loss payments. Leaseholders/Shared Owners may also add further funds to the purchase if they wish.	
Location of replacement property	Anywhere in the borough	Only within the regeneration area
Size of replacement property	Any size, but the Equity Loan will only offer the value required to purchase a property of the same size.	As appropriate to the households needs
Rent	No rent payable	Reduced rent on the un-purchased share, but no rent will be payable on the first 40% of the value of the property or on the share they own.
Repayment	The Equity Loan to be repaid when the property is sold or transferred to another owner, unless inherited by a resident family member. The repayment will be based on the market value of the property at the time of sale/transfer.	No repayment is needed
Inheritance	The Equity Loan will need to be paid in full except where there is a surviving resident spouse or partner, who can inherit the Shared Equity arrangement.	The Shared Ownership home will need to be staircased in full, except where there is a surviving resident spouse or partner, who can inherit the Shared Ownership arrangement.
"Staircasing" (Increasing the share owned /reducing the equity loan)	Leaseholders may choose to repay part of the loan at any time. The repayment will be based on the current market value of the property. This should be in tranches of no less than 10% in any single staircasing.	Shared owners may choose to increase their share of the property at any time. The increased share will be based on the current market value of the property. This should be in tranches of no less than 10% in any single staircasing.
Subletting	The owner may sublet the property as they wish, subject to any conditions within the lease.	Shared owner's can only sublet the property with the permission of the Council or other provider

5.3 Shared Equity

Resident leaseholders and freeholders who wish to remain in the regeneration area, or borough, but who cannot afford to purchase a new property outright may be able to buy a new property with an Equity Loan from Haringey Council, the HDV or a Housing Association. This offer is only open to those who are able to afford 60% of the full purchase price. It should be noted however that the housing costs cannot be exactly replicated, as lender rates are subject to change. Utilities, ground rent and service charge costs may also be different at the new properties compared with the leaseholder's existing property.

The new property

An Equity Loan can be used to purchase a new property in the regeneration area or elsewhere in the borough.

New properties bought under this arrangement cannot have a greater number of bedrooms than the leaseholder's existing property being acquired by Haringey Council unless the leaseholder finances the cost of any additional bedrooms themselves. The value of any additional bedrooms will be determined by taking the difference in the market value of a new build property the leaseholder is eligible to buy with one of the size they want to buy.

It should be noted that if the leaseholder's existing property was purchased using a mortgage, a further mortgage to at least the same value as the one held on the existing property being purchased by Haringey Council will need to be raised before (or at the same time as) the purchase of the new property can take place. Haringey Council and the independent financial advisor can assist leaseholders in finding a new mortgage.

Leaseholder and freeholder and contribution

Leaseholders are eligible for this option where they agree to contribute at least 60% of the value of the new home. The leaseholder's contribution will be made up of:

- The market value of the property being acquired, made up of any equity in the property plus any outstanding mortgage)
- Any home loss payment, ie 10% of the market value of the property being acquired, subject to the statutorily defined limit as outlined in section 4.
- Any other capital or savings they may want to put into the purchase.

The remaining proportion of the property will be funded by an interest free equity loan from Haringey Council, the HDV or the Housing Association, which will be secured as a charge on the property.

Ownership and responsibilities

Shared Equity properties are leasehold properties (similar to 'Right to Buy'), meaning that there is a lease for a fixed period of time, typically 99 years. The leaseholder is responsible for repairs, service charges and all other costs associated with the new property, but there is no interest payable on the equity retained by the provider.

The leaseholder is able to increase their share in the new property at any time. In order to do so a new valuation of the property will need to be obtained so that revised percentage shares can be calculated as between the landlord's equity share and the Leaseholder's equity share. Each purchase of additional equity must be for at least 10% of the property's current value. This valuation, and any associated administrative costs, will be the responsibility of the leaseholder.

Under the Shared Equity arrangement, the leaseholder will be the sole legal owner and is able to sublet the property.

Sale and Repayment of the Equity Loan

The Equity Loan only needs to be repaid upon sale of the property. Any increase or decrease in the value of the property will be apportioned between the leaseholder and the landlord or its appointed agent in line with their original contributions and any staircasing, which are calculated as percentages.

The leaseholder is only able to sell the property with the agreement the landlord or its appointed agent, which will not be unreasonably withheld. Prior to any sale the landlord or its appointed agent will require a further valuation to be obtained so that the amount that is due to be repaid to the landlord can be calculated. This will be at the expense of the leaseholder along with all associated administrative costs connected with the sale.

Inheritance and death of the leaseholder

Following the death of the leaseholder, the Equity Loan will need to be repaid when the property is transferred to another owner unless the property is inherited by the leaseholder's spouse or a person living with them as their husband or wife. The partner may succeed to the equity stake, so long as the partner occupied the home as their only or principal home at the time of the leaseholder's death.

The succession of the equity stake by a partner can take place on any property located in the borough, but can only take place once. This offer will be subject to the partner being able to afford at least a 60% equity share of the property. Surviving partners who are unable to afford a 60% share may be offered a conversion to a Shared Ownership arrangement as described below.

5.4 Shared Ownership

Resident leaseholders and freeholders who wish to remain in the regeneration area, but who cannot afford to purchase 60% of a new property under the Shared Equity scheme may be able to buy a new property through Shared Ownership. In a shared ownership arrangement rent, a smaller share of the property is owned by the leaseholder, and a rent is paid on the part of the property which is not owned by the leaseholder.

The new property

A Shared Ownership property must be a new property in the regeneration area.

New properties bought under this arrangement cannot have a greater number of bedrooms than the leaseholder's existing property being acquired by Haringey Council.

It should be noted that if the leaseholder's existing property was purchased using a mortgage, a further mortgage to at least the same value as the one held at the existing property being purchased by Haringey Council will need to be raised before, or at the same time as, the purchase of the new property can take place. Haringey Council and the independent financial advisor can assist leaseholders in finding a new mortgage.

Leaseholder and freeholder contribution

Leaseholders are eligible for this option where they agree to contribute at least 25% of the value of the new home

The leaseholder's contribution must be at least 25% of the value of the new home and will be made up of:

- The market value of the property being acquired, made up of any equity in the property plus any outstanding mortgage)
- Any home loss payment, ie 10% of the market value of the property being acquired, subject to the statutorily defined limit
- Any other capital or savings they may want to put into the purchase.

The remaining proportion of the new build property will be retained by Haringey Council, the HDV or the Housing Association. A reduced rent will be payable on the proportion retained.

Ownership and responsibilities

Shared Ownership properties are leasehold properties (similar to 'Right to Buy'), meaning that there is a lease for a fixed period of time, typically 99 years.

Under the Shared Ownership arrangement, the shared owner will be a part-owner leaseholder. The Shared Owner must remain in occupation of the property unless permission is given to temporarily move away from the home as described below. The Shared Owner would need to ask permission from the landlord if they wished to sub-let the property.

The Shared Owner is responsible for repairs, service charges and all other costs associated with the new property.

The Shared Owner is able to increase their share in the new property at any time. This is called 'Staircasing'. In order to do so a new valuation of the property will need to be obtained so that revised percentage shares can be calculated as between the landlord's equity share and the Leaseholder's equity share. Each purchase of additional equity must be for at least 10% of the property's current value. This valuation, and any associated administrative costs, will be the responsibility of the Shared Owner.

Rent and Service Charges

The Shared Owner will pay rent on the proportion of the property which is retained by the landlord, which is typically around 2.5% per annum. The Councils is keen to ensure that these homes are affordable and that those in Shared Ownership are able to benefit from the same 40% free equity as those in Shared Equity schemes. Therefore no rent will be payable on the first 40% of the value of the property or on the share they own.

Shared Owners will also need to pay a service charge for the property, which is usually charged on a monthly basis.

Sale of a Shared Ownership property

Upon sale of the property any increase or decrease in the value of the property will be apportioned between the Shared Owner and the landlord or its appointed agent in line with their original contributions and any staircasing, which are calculated as percentages.

The Shared Owner is only able to sell the property with the agreement the landlord or its appointed agent, which will not be unreasonably withheld. Prior to any sale the landlord or its appointed agent will require a further valuation to be obtained so that the amount that is due to be repaid to the landlord can be calculated. This will be at the expense of the leaseholder along with all associated administrative costs connected with the sale.

Inheritance and death of the Shared Owner

Following the death of the Shared Owner, the Shared Ownership arrangement can be transferred to the Shared Owner's spouse or a person living with them as their husband or wife. The partner may succeed to the Shared Ownership arrangement, so long as the partner occupied the home as their only or principal home at the time of the Shared Owner's death.

The succession to the Shared Ownership arrangement can only take place once. This offer will be subject to the partner being able to afford at least a 25% equity share of the property. Surviving partners who are unable to afford a 25% share may be offered assistance as described below.

Leaseholders and freeholders who cannot afford a 25% share of a new home

Where a resident leaseholder is unable to raise sufficient funds for Shared Equity or Shared Ownership, the Council will sympathetically review the options available to each

leaseholder to provide the most suitable offer they can afford. This may include alternative financing, smaller properties or an affordable home to rent.

Where an existing leaseholder or freeholder will not be able to purchase a suitable home on the open market, they may be placed on the Housing Register. This will only apply in limited circumstances, for example, where they are aged over 50 or disabled requiring adapted accommodation, and their application will be assessed in line with paragraphs 5.8.4 to 5.8.6 of the current Allocations Scheme.

Scheme specific offers

The rehousing options in this section, including the Shared Equity and Shared Ownership options described above, represent the minimum offer to tenants, leaseholders and freeholders. However, each renewal scheme may offer additional options where these can be accommodated within the finances and housing mix of the scheme.

5.5 Appeals

The Council has a two-stage complaints process, which can be used in relation to appeals against the application of this policy.

Tenants can ask for a review of the property allocated to them under the Choice Based Lettings scheme or as a direct offer. This review will follow the procedure laid out in the Allocations Scheme. There will be no further right of appeal from the decision on review.