

### THE 'RESIDENT OFFER' FOR BERKELEY HOUSE AND ST MARY'S COURT

This describes the assistance that council tenants and home owners will be offered if they have to move out of their home because it is being demolished or reconfigured as part of a housing regeneration scheme.

#### 1. SECURE TENANTS

##### Housing rights

- 1.1 Secure tenants who are required to move out of their home because it is being demolished or reconfigured or demolished will remain secure tenants with preserved eligibility for Right to Buy and will have a right to return to the new development if a suitable property is available.
- 1.2 NBC will not re-house the following:
  - Unauthorised occupants
  - Sub-tenants
  - Lodgers
  - Licensees
  - Other non-secure occupants
  - Ineligible persons within the criteria of s 160ZA of the Localism Act 2011 and those deemed ineligible by the Secretary of State.

##### Housing options

- 1.3 The options available for secure tenants will be:
  - A temporary decant to an alternative property with a right to return<sup>1</sup> to the new property once complete
  - A temporary decant to an alternative property whilst waiting for a suitable property to become available through the Housing Register
  - The opportunity to bid (via a direct match) as a suitable property becomes available through the Housing Register

##### Rent levels

- 1.4 If the tenant occupies a like-for-like temporary home during the decant period, they will not be charged a higher rent than they had been paying for their

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<sup>1</sup> Please note that tenants may have initially opted to return but once they have occupied the temporary decant property wish to remain there. Wherever possible this will be supported.

original home. However, they will not be afforded the same protection if the rent they are required to pay for their new permanent home is higher than they had been paying for their original home.

- 1.5 In order to help tenants to make an informed choice about their future housing, NPH will carry out an affordability check with the tenant, as there is a possibility (depending on the size, type and location of the home they move into) that the rent they pay for their permanent home will be higher than they were paying for their original home.

#### Disturbance Payments

- 1.6 A **Disturbance Payment** (in the form of financial support and/or practical assistance) will be provided to cover reasonable moving costs:

- Based on each resident's identified needs, NPH will arrange and pay for specialised contractors to carry out the removal of furniture and effects from and back to the tenant's permanent home and any necessary storage and supply of storage boxes. A full packing service will be available for elderly, frail or disabled tenants to allow them to move, with on the day support as necessary.
- Financial support will be given towards the supply and fitting of floor coverings up to an approved upper limit per metre in both the temporary home and permanent home.
- Financial support will be given towards the provision of new curtains and curtain track up to a reasonable cost per pair where the existing curtains do not fit due to different window sizes in both the temporary home and the permanent home.
- Financial support will be given towards the redirection of post (following the tenants' completion of the postal redirection form) for a maximum period of 6 months.
- Financial support will be given towards the disconnection and reconnection of existing kitchen appliances, or room heaters using Gas Safe or equivalent registered plumbers or electricians in both the temporary and permanent home.

- 1.7 Tenants will retain responsibility for:

- Informing their insurers of their changes of address
- Informing Council Tax of their changes of address
- Reading meters and paying the utilities of the home they have been decanted from and the one they have been moved into

#### Home Loss Payments

- 1.8 A Home Loss Payment is a statutory payment that is made to compensate tenants (who have been living in their home for over 12 months) for having to permanently move out of their home. This mandatory lump sum payment is

fixed by Section 30 of the Land Compensation Act 1973 and the size of it is reviewed annually in September.

#### Two reasonable offers

- 1.12 Tenants will be made two reasonable offers of suitable accommodation. “Reasonable” and “suitable” will take into account the preferences of the tenant as well as the availability of stock and the demands from other households for whom NBC has a legal duty to accommodate. It will also take into account any particular adaptations needed for the household.
- 1.13 Where a tenant has not bid within six weeks and has had the support to do so NPH retains the right to bid on their behalf and make suitable offers of accommodation on this basis.

#### Final offers

- 1.14 The tenant has the right to refuse an offer but, when they have refused two offers of suitable properties, NBC will provide one final offer which will be the first available property that meets the household’s bedroom needs assessment and is as close to their areas of preference as possible. Tenants will have the opportunity to discuss all suitable properties before a formal offer is made to minimise the possibility of refusal.

#### Possession action as a last resort

- 1.15 NBC retains the legal right<sup>2</sup> to seek a possession order as a last resort, once all other alternatives have been explored and reasonable offers of rehousing have been rejected. Possession will only be granted by a Court with the provision of suitable alternative accommodation.

## **2. HOME OWNERS WHO HAVE BEEN LIVING IN THE PROPERTY CONTINUOUSLY FOR AT LEAST THE LAST 12 MONTHS**

- 2.1 NBC will purchase properties from home owners (who have been living in the property continuously for at least the last 12 months) for the market value plus a 10% home loss payment.
- 2.2 If the home owner agrees to this within two months of the Council’s Cabinet approving the regeneration scheme, they will be offered an incentive payment of an additional discretionary 5% home loss payment.
- 2.3 The Council will also pay reasonable (pre-agreed) legal and valuation costs. Any additional premium will be at the discretion of the Council.
- 2.4 Where possible, home owners who have lived in their homes continuously for at least the last 12 months will be given the option to return, using one of three options:
  - (a) Through outright sale of the new home.

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<sup>2</sup> under Ground 10 or 10a of Schedule 2 of the Housing Act 1985

NBC and the home owner will enter into one agreement binding both parties to the sale and purchase of the existing home and the new home.

As the home owner's financial circumstances may change while the new home is being built, the agreement will be conditional upon the home owner having the funds available at the point of completion.

- (b) Through a shared ownership lease of the new home.

NBC and the home owner will enter into one agreement binding both parties to the sale and purchase of the existing home and shared ownership lease of the new home.

A comprehensive affordability assessment (which will take into account the home owner's income, outgoings, savings / capital and mortgage potential) will inform the level of shares to be purchased.

As the home owner's financial circumstances may change while the new home is being built, the agreement will be conditional upon the home owner having the funds available at the point of completion.

- (c) Through an affordable rental basis.

A comprehensive affordability assessment (which will take into account the home owner's income, outgoings, savings / capital and mortgage potential) will inform NBC's decision on whether or not the home owner can afford to purchase a property through a shared ownership lease.

NBC will purchase the property from the home owner, and the home owner will join Northampton's Housing Register and have the same housing options as the secure tenants (see Paragraph 1.3, above).

### Right To Buy Scheme

- 2.5 If the home owner has purchased the property (as a council tenant) under the Right To Buy Scheme, they will have received a discount on the purchase price when they bought it and, if they sell it within five years, they will normally be required to repay all of part of the discount they have received.
- 2.6 Where a home owner sells their property to the Council (either voluntarily or as a result of its compulsory purchase) after the Cabinet has formally approved the regeneration scheme, the Council will not seek to recover any of the money that the home owner received as a discount when they bought the property.

### **3. HOME OWNERS WHO HAVE NOT BEEN LIVING IN THE PROPERTY CONTINUOUSLY FOR AT LEAST THE LAST 12 MONTHS**

- 3.1 NBC will purchase properties from home owners (who have not been living in the property continuously for at least the last 12 months) for the market value plus a 7.5% home loss payment.

- 3.2 If the home owner agrees to this within two months of the Council's Cabinet approving the regeneration scheme, they will be offered an incentive payment of an additional discretionary 5% home loss payment.
- 3.3 The Council will also pay reasonable (pre-agreed) legal and valuation costs.
- 3.4 Non-resident home owners will not have a right to return.
- 3.5 Home owners who let their tenancies will be responsible for terminating the tenancies or re-housing their tenants.
- 3.6 Tenants of home owners will be able to access housing advice to ensure they are fully aware of their housing rights.

#### Right To Buy Scheme

- 3.7 If the home owner has purchased the property (as a council tenant) under the Right To Buy Scheme, they will have received a discount on the purchase price when they bought it and, if they sell it within five years, they will normally be required to repay all of part of the discount they have received.
  - 3.8 Where a home owner sells their property to the Council (either voluntarily or as a result of its compulsory purchase) after the Cabinet has formally approved the regeneration scheme, the Council will not seek to recover any of the money that the home owner received as a discount when they bought the property.
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