



## **ALLOCATION POLICY FOR SECURE TENANTS WITH HOMES IN PHASE 2b SOUTH KILBURN**

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## 1. INTRODUCTION

1.1 This document sets out the policy for the allocation of replacement homes to Secure Tenants currently living in homes within Durham Court, Gloucester House, Wordsworth House and Masefield House, South Kilburn which will be demolished as part of the South Kilburn regeneration programme.

## 2. TERMS USED IN THIS POLICY

In this policy the following terms will have the following meanings.

2.1 **Decent Homes** means homes that meet the current statutory minimum standard for housing, homes that are in a reasonable state of repair and homes that have reasonably modern facilities and services

2.2 **Disturbance Payment** means a payment for removal and other expenses that the Council makes to Secure Tenants in accordance with Council policy (including the Land Compensation Act 1973)

2.3 **Home Loss Payment** means a payment that is made to Secure Tenants in accordance with the Land Compensation Act 1973

2.4 **Phase 1b and Phase 2a Redevelopment Sites** means homes to be built in Cambridge Avenue, Chichester Road, Rupert Road and the Bronte House and Fielding House site as part of the South Kilburn regeneration programme

2.5 **Phase 2b** means homes in Durham Court, Gloucester House, Wordsworth House and Masefield House which are due for demolition as part of the South Kilburn regeneration programme

2.6 **Relocation Processes** means the two legal processes which the Council will use to gain possession of existing homes being (a) possession proceedings pursuant to section 84 and Ground 10A in schedule 2 of the Housing Act 1985 or (b) taking possession pursuant to a confirmed compulsory purchase order

2.7 **Secure Tenants** means those people who let their homes from the Council on Secure Tenancies as defined in the Housing Act 1985 and who the Council have a duty to rehouse

2.8 **Suitable Offer** means one offer of alternative accommodation that meets or, at the discretion of the Council, exceeds the housing need of the Secure Tenant and their household that is either:  
(a) A permanent move within South Kilburn **or**  
(b) A permanent move outside South Kilburn **or**

(c) A temporary move within South Kilburn until the home that the Secure Tenant is temporarily occupying becomes due for demolition under the South Kilburn regeneration programme

2.9 **South Kilburn** means homes listed in Appendix 1 including both homes due for demolition under the South Kilburn regeneration programme and those not due for demolition

2.10 **The Council** means Brent Council

### 3. HOMES AND PEOPLE AFFECTED

3.1 This policy affects Secure Tenants living in homes within Phase 2b of the South Kilburn regeneration programme.

### 4. HOUSING NEEDS ASSESSMENT

4.1 A member of the South Kilburn Re-housing Team will complete a housing needs assessment form with each Secure Tenant living in Phase 2b which will assess the current circumstances of the Secure Tenant, the potential changes to these circumstances and medical and other needs as well as recording any preferences that the Secure Tenant may have. The information on this form will be entered onto the Council's 'Locata' bidding system. The Locata bidding system will be used by the Council to keep a clear record of all Secure Tenants requiring rehousing. All offers of replacement homes to Secure Tenants will be recorded on this system.

4.2 Whilst the housing needs assessment form records Secure Tenants preferences, the Council cannot guarantee such preferences will be met.

### 5. SIZE AND TYPE OF REPLACEMENT HOMES

5.1 The size and type of the replacement home offered to a Secure Tenant will depend on a Secure Tenant's household make up as set out below.

#### BASIC FRAMEWORK FOR NEEDS ASSESSMENT

▪ Single person	1 bedroom
▪ Couple	1 bedroom
▪ 2 adults not living together as a couple	2 bedroom
▪ 1 or 2 adults + 1 child	2 bedroom
▪ 1 or 2 adults + 2 children	2 bedroom/3 bedroom
▪ 1 or 2 adults + 3 children	3 bedroom
▪ 1 or 2 adults + 4 children	3 bedroom/4 bedroom
▪ 1 or 2 adults + 5 children or more	4 bedroom/5 bedroom

5.2 Once the needs of a Secure Tenant's household has been assessed using the basic framework above, the Council will then take account of the age and sex of children, any medical issues affecting the Secure Tenant or household members and where applicable, apply the Needs Plus principle described below.

### **5.3 Children**

5.3.1 Children under the age of 18 will be expected to share with siblings of the same sex, unless there is a five year age difference between them. If there is such a five year age difference and a Secure Tenant requests, they will be allocated a separate bedroom.

5.3.2 Children of different sexes will be expected to share a bedroom up to the age of 10. Where children of different sexes are above the age of 10 years, they will then be allocated separate bedrooms.

### **5.4 Needs Plus**

5.4.1 The Needs Plus principle is intended as an incentive for the loss of a larger property and adjusts the basic housing needs assessment to offer one bedroom more than the Secure Tenant would otherwise qualify for. The Needs Plus principle will only apply to Secure Tenants that satisfy both of the following:

- 1) Secure Tenants living in a home with 3 bedrooms or more where the Secure Tenant's household has more bedrooms than are needed based on the housing needs assessment criteria set out above; and
- 2) Secure Tenants that have the ability to pay the rent on a replacement home larger than they need.

For example:

A single person living in a 3 bedroom home will be offered a 2 bedroom replacement home if they have the ability to pay the rent on a replacement home larger than they need. However, the option of moving to a one bedroom replacement home will be open at the request of the Secure Tenant, subject to availability.

The Needs Plus principle is at the Council's discretion. The Council will determine which Secure Tenant is to be allocated a replacement home with one bedroom more than the Secure Tenant would otherwise qualify for.

5.4.2 The Government has introduced size and criteria for social housing as part of welfare reform that has cut the amount of benefit that people are entitled to if they are considered to have a spare bedroom. Therefore, Secure Tenants who opt for a larger home under the Needs Plus principle outlined above must have the ability to pay the rent on a replacement home larger than they need.

5.4.3 Secure Tenants currently living in a 2 bedroom home who only qualify for a one bedroom home will not be offered a 2 bed home unless there are medical reasons to allocate a replacement home with more bedrooms than would otherwise be allocated.

## **5.5 Splitting Households**

5.5.1 If there is a shortage of larger homes in Phase 1b and/or Phase 2a Redevelopment Sites for relocating Secure Tenants from Phase 2b, the Council may ask those Secure Tenants whose household composition is such that members of the household could be separately housed to take two smaller homes rather than one large replacement home.

For example,

A Secure Tenant who, on the housing needs assessment criteria, should be allocated a five or six bedroom home could be considered for two smaller homes if one adult member and other household members are re-housed separately.

5.5.2 The Council will not be bound to make or receive any such requests for splitting households and will only ask a household to split if replacement homes for the split household are available.

5.5.3 Where a household split is being explored, the Council will refer the request to its general Allocations Panel, which is part of the Council's general housing policy across the borough, for consideration and verification of the adult household member(s) being considered for separate rehousing to ensure they do not have an interest in another property either through ownership (including part), renting, through marriage or any other way.

5.5.4 Where a household split request is made or accepted by the Council, usually only the Secure Tenant who gives up their existing home will receive a statutory home loss and disturbance payment unless other payments are due in accordance with the law.

## **6. CHANGE OF CIRCUMSTANCES**

6.1 Once a housing needs assessment has been carried out with each Secure Tenant, this information will be included in the detailed planning of the allocation of replacement homes in Phase 1b and Phase 2a Redevelopment Sites. If a Secure Tenant's circumstances change such that their housing need will be different, the Secure Tenant must confirm these changes in person or in writing to the South Kilburn Re-housing Team, providing all relevant documentation. For example, if a Secure Tenant or a member of their household is expecting a baby, the Secure Tenant would be required to provide a copy of the Expected Date of Confinement Certificate to the South Kilburn Re-housing Team and a full copy of the birth certificate once the child is born.

6.2 The Council reserves the right to refuse to accept any changes to a Secure Tenant's household composition which would mean providing a larger replacement home. However such consideration would only be considered in exceptional circumstances.

## **7. RE-HOUSING PROCESS & OPTIONS**

### **7.1 One Suitable Offer**

All Secure Tenants living within Phase 2b will be made one Suitable Offer of alternative accommodation in line with the definition at paragraph 2.8 of this policy.

### **7.2 How allocations will be prioritised**

7.2.1 The Council will seek to ensure that Secure Tenants are fairly prioritised in the re-housing process.

7.2.2 In making the Suitable Offer of a replacement home to Secure Tenants, in order to ensure that Secure Tenants are fairly prioritised, the Council will adopt the following prioritisation procedure:

- 1) First priority will be given to those Secure Tenants whose housing need (e.g. one bedroom or two bedrooms or more, medical or other needs) matches the replacement home available;
- 2) Second priority will be given to those Secure Tenants whose preference, recorded at the time of the Housing Needs Assessment Visit by the South Kilburn Re-housing Team matches the replacement home available;
- 3) Third priority will be given to those Secure Tenants with the longest tenancies.

7.2.3 In the event that, after applying the above criteria, there is still more than one Secure Tenant to whom the replacement home could be allocated, then it will be at the Council's discretion to determine which Secure Tenant is to be allocated to the replacement home.

### **7.3 Secure Tenants with One Bedroom Housing Needs**

Due to a shortage of certain sized replacement homes, mainly new one bedroom homes in Phase 1b and Phase 2a Redevelopment Sites, the Council cannot guarantee that Secure Tenants with one bedroom housing needs will be offered a new home within Phase 1b and Phase 2a Redevelopment Sites. However, all Secure Tenants with a one bedroom housing need will be made one Suitable Offer of alternative accommodation as follows:

#### **7.3.1 Suitable Offer (permanent) Within South Kilburn**

For some Secure Tenants with a one bedroom housing need, this will mean a Suitable Offer of a permanent new home within the Phase 1b and Phase 2a Redevelopment Sites of the South Kilburn regeneration programme. However, if a Secure Tenant with a home in Phase 2b is allocated a permanent new-build home within South Kilburn, it is likely to be located within the Phase 1b redevelopment sites along Cambridge Avenue,

Chichester Road and Rupert Road. However, due to the shortage of one bedroom properties, this cannot be guaranteed by the Council. Secure Tenants moving to a permanent new home within Phase 1b and Phase 2a Redevelopment Sites will become tenants of a Registered Provider. In these sites there will be 78 new one bedroom affordable homes. The Council will, where possible, give Secure Tenants the preference where, within Phase 1b and Phase 2a Redevelopment Sites, they would like to live. In this instance, priority of preferences of location will be given to those Secure Tenants with the longest tenancies.

For some Secure Tenants with a one bedroom housing need, this will mean a Suitable Offer of a permanent home within South Kilburn that is an existing Council property that is not due for demolition as part of the South Kilburn regeneration programme.

### **7.3.2 Suitable Offer (permanent) Outside South Kilburn**

For other Secure Tenants with a one bedroom housing need, this will mean a Suitable Offer of a permanent alternative home outside South Kilburn. Where possible, the replacement home will be in the south of the borough of Brent. All replacement homes outside of South Kilburn are likely to meet the Decent Homes standard. Where a Secure Tenant with a one bedroom housing need moves to a permanent Council home outside South Kilburn, the Council will fully decorate the property.

### **7.3.3 Suitable Offer (temporary) Within South Kilburn**

Where a Suitable Offer of permanent alternative accommodation within or outside South Kilburn cannot be identified, for other Secure Tenants with a one bedroom housing need, this will mean a Suitable Offer of a temporary home within a block that is due for demolition as part of the South Kilburn regeneration programme. The Secure Tenant will remain in the temporary home until it is required for demolition as part of the South Kilburn Regeneration Programme, at which time the Secure Tenant will be made a Suitable Offer of a new replacement home. This guarantees the Secure Tenant the 'right to return' to a new home on the estate.

Where a Secure Tenant occupies a temporary home for over twelve months then they may be entitled to a second statutory Home Loss Payment and Disturbance Payment once they move to their permanent new home within the South Kilburn regeneration programme. A second payment of Home Loss Payment and Disturbance Payment will only be made if the Secure Tenant has a legal entitlement to a second payment at the time of the Secure Tenant's move to their permanent new home within the South Kilburn regeneration programme.

Where a Secure Tenant has to move to a temporary home, the Council may carry out improvements works to that home to assist the Secure Tenant to settle in. In some cases the Council may also offer fixtures and fittings as a gift. Where this happens, the Council will not be liable to maintain or repair these items.

### **7.3.4 A Move Elsewhere within the Borough or Outside of Brent**

Some Secure Tenants with a one bedroom housing need may wish to move elsewhere within the borough or outside of Brent. In such cases, if the Secure Tenant wishes to do this, this will be noted when the housing needs assessment is done. The Council will be reliant upon Registered Provider and Council partners to source alternative homes. Our partners will be required to offer an annual quota to assist the decanting process for the South Kilburn Regeneration programme. Whilst Secure Tenants may express a preference to move elsewhere within the borough or outside of Brent and the Council will assist Secure Tenants to do so, the Council cannot guarantee this outcome. Therefore, the Council will reserve a Suitable Offer for the Secure Tenant in the instance that a move elsewhere within the borough or outside of Brent is not able to be secured within the timescale required by the Council for securing possession of the existing home of the Secure Tenant.

Secure Tenants who wish to move to specialist housing such as sheltered housing will be assisted by way of contact and help to complete the appropriate applications. Secure Tenants who wish to move to the private sector will also be assisted.

## **7.4 Secure Tenants with Housing Needs of Two Bedrooms or More**

### **7.4.1 Suitable Offer (permanent) Within South Kilburn**

For some Secure Tenants with a housing need of two bedrooms or more, this will mean a Suitable Offer of a permanent new home within the Phase 1b and Phase 2a Redevelopment Sites of the South Kilburn regeneration programme. However, if a Secure Tenant with a home in Phase 2b is allocated a permanent new-build home within South Kilburn, it is likely to be located within the Phase 1b redevelopment sites along Cambridge Avenue, Chichester Road and Rupert Road. Secure Tenants moving to a permanent new home within Phase 1b and Phase 2a Redevelopment Sites will become tenants of a Registered Provider. In these sites there will be 147 new affordable homes with two bedrooms or more. The Council will, where possible, give Secure Tenants the preference where, within Phase 1b and Phase 2a Redevelopment Sites, they would like to live. In this instance, priority of preferences of location will be given to those Secure Tenants with the longest tenancies.

For some Secure Tenants with a housing need of two bedrooms or more, this will mean a Suitable Offer of a permanent home within South Kilburn that is an existing Council property that is not due for demolition as part of the South Kilburn regeneration programme.

### **7.4.2 Suitable Offer (permanent) Outside South Kilburn**

For other Secure Tenants with a housing need of two bedrooms or more, this will mean a Suitable Offer of a permanent alternative home outside South Kilburn, at the request of the Secure Tenant. In this case, Secure Tenants will not have a 'right to return' to a new replacement home on South Kilburn in the future. Where possible, the replacement home will be in the south of the borough of Brent. All replacement homes outside of South Kilburn are likely to meet the Decent Homes standard. Where a Secure



Tenant with a housing need of two bedrooms or more moves to a permanent Council home outside South Kilburn, the Council will fully decorate the property.

#### **7.4.3 Suitable Offer (temporary) Within South Kilburn**

For other Secure Tenants with a housing need of two bedrooms or more, this will mean a Suitable Offer of a temporary home within a block that is due for demolition as part of the South Kilburn regeneration programme. The Secure Tenant will remain in the temporary home until it is required for demolition as part of the South Kilburn Regeneration Programme, at which time the Secure Tenant will be made a Suitable Offer of a new replacement home. This guarantees the Secure Tenant the 'right to return' to a new home on the estate.

Where a Secure Tenant occupies a temporary home for over twelve months then they may be entitled to a second statutory Home Loss Payment and Disturbance Payment once they move to their permanent new home within the South Kilburn regeneration programme. A second payment of Home Loss Payment and Disturbance Payment will only be made if the Secure Tenant has a legal entitlement to a second payment at the time of the Secure Tenant's move to their permanent new home within the South Kilburn regeneration programme.

Where a Secure Tenant has to move to a temporary home, the Council may carry out improvements works to that home to assist the Secure Tenant to settle in. In some cases the Council may also offer fixtures and fittings as a gift. Where this happens, the Council will not be liable to maintain or repair these items.

#### **7.4.4 A Move Elsewhere within the Borough or Outside of Brent**

Some Secure Tenants with housing needs of two bedrooms or more may wish to move elsewhere within the borough or outside of Brent. In such cases, if the Secure Tenant wishes to do this, this will be noted when the housing needs assessment is done. The Council will be reliant upon Registered Provider and Council partners to source alternative homes. Our partners will be required to offer an annual quota to assist the decanting process for the South Kilburn Regeneration programme. Whilst Secure Tenants may express a preference to move elsewhere within the borough or outside of Brent and the Council will assist Secure Tenants to do so, the Council cannot guarantee this outcome. Therefore, the Council will reserve a Suitable Offer for the Secure Tenant in the instance that a move elsewhere within the borough or outside of Brent is not able to be secured within the timescale required by the Council for securing possession of the existing home of the Secure Tenant.

Secure Tenants who wish to move to specialist housing such as sheltered housing will be assisted by way of contact and help to complete the appropriate applications. Secure Tenants who wish to move to the private sector will also be assisted.

## **8. LEGAL PROCESS FOR RELOCATION OF SECURE TENANTS**

8.1 The Council will consult with its Secure Tenants to agree voluntary relocation in accordance with this policy. The Council anticipates that the majority of Secure Tenants in Phase 2b will move to their replacement homes voluntarily. However, to provide certainty that the Council can deliver its programme of regeneration on time, for those Secure Tenants in Phase 2b who refuse to move to their replacement homes, the Council will seek possession by Court proceedings under the Housing Act Schedule 2 Ground 10A. This method will be used by the Council for Secure Tenants in Phase 2b, until the Council has confirmation of a Compulsory Purchase Order (CPO) in respect of the homes concerned. After that point, and even if the Council are part way through the Ground 10A process, the Council shall proceed to secure possession by agreement or using the compulsory purchase powers derived from the confirmed CPO in place of the Ground 10A process. The only circumstances in which the Council may continue to use the Ground 10A process, following confirmation of a CPO, is if the Council consider that continuing to use the Ground 10A process is likely to result in it recovering possession of the property more swiftly than using its compulsory purchase powers. The Ground 10A process and the CPO process are summarised below in paragraphs 8.3 and 8.4.

8.2 Nothing in this Allocation Policy prevents the Council from continuing to manage homes occupied by Secure Tenants in Phase 2b in accordance with its usual policies and procedures. This may include the Council commencing possession proceedings against a Secure Tenant based on grounds for possession that do not include Ground 10A. The other grounds for possession are set out in Schedule 2 of the Housing Act 1985 and include grounds relating to rent arrears and antisocial behaviour.

At the time that the Council needs possession of a home in order to deliver its programme of regeneration, the Council may have already:

- (i) commenced possession proceedings based on grounds for possession that do not include Ground 10A; or
- (ii) be taking, be entitled to take or become entitled to take enforcement action for a breach of a Suspended Order for Possession, where the grounds for possession which resulted in the Order did not include Ground 10A.

If this is the case, the Council may pursue those proceedings or enforcement action instead of, or in addition to, using the Ground 10A process and/or using the compulsory purchase powers derived from the confirmed CPO.

If the Council secures possession of a home in reliance on an order for possession which is based on grounds for possession that do not include Ground 10A, the Council shall not be obliged to re-house the Secure Tenant in replacement accommodation in accordance with this Allocation Policy.

### **8.3 Ground 10A**

8.3.1 Under Ground 10A and Part V of Schedule 2 to the Housing Act 1985, the Council would need to:

- 1) Serve consultation notices on the Secure Tenants within Phase 2b. The notice will explain the main features of the proposed scheme, that the Council intends to apply to the Secretary of State for approval of the scheme and the effect of receiving this approval would result in possession proceedings brought in connection with homes occupied by Secure Tenants within Phase 2b.
- 2) Secure Tenants will have 28 days from service of the notice to make representations to the Council about the proposal and then consider all representations during that period.
- 3) Apply to the Secretary of State for approval of the scheme (for the purposes of Ground 10A), in accordance with the procedure set out in Part V of Schedule 2 of the Housing Act 1985.
- 4) When it wishes to secure possession of a home from a Secure Tenant, and subject to it having received Secretary of State approval, serve a notice seeking possession on the affected Secure Tenant and make them a Suitable Offer of alternative accommodation. The Council will try to give Secure Tenants 6 months notice before it requires possession of the Secure Tenant's current home but this may not be possible in all cases and possession proceedings may commence before the end of the 6 months for some Secure Tenants who refuse a Suitable Offer of a replacement home. However, if a Secure Tenant believes the Council's offer of a replacement home is not a Suitable Offer, they will have the right to appeal under the process outlined in paragraph 12 of this policy; and
- 5) Apply to the Court for repossession of a Secure Tenant's home if the Secure Tenant, having received a notice seeking possession and a Suitable Offer of alternative accommodation, does not voluntarily move out of their home.

#### **8.4 Compulsory Purchase Order**

8.4.1 The Council's policy is to secure the regeneration of South Kilburn in accordance with a phased programme. Use of Ground 10A cannot by itself secure this aim. Therefore, in addition to the use of Ground 10A outlined above, the Council will also promote a Compulsory Purchase Order (CPO) under section 226(1)(a) of the Town and Country Planning Act 1990 to acquire all interests in land which forms Phase 2b of the regeneration programme.

8.4.2 The land to be acquired will include properties occupied by Secure Tenants. The CPO will be relied upon to obtain possession if possession of properties cannot be obtained to ensure timely delivery of the comprehensive regeneration proposals by securing vacant possession of blocks due for demolition under the South Kilburn regeneration programme which gives certainty of timing to enable the phased process of regeneration and the delivery of new homes to continue.

8.4.3 Under section 226(1)(a) of the Town and Country Planning Act 1990 the Council will:

- 1) Serve a Section 16 requisition notice on the Secure Tenants advising of the Council's intention to acquire land which includes their existing home. This notice is a legal

document and Secure Tenants must complete the document detailing their interest in the property and also detail who else has an interest in the property such as other members of the household.

- 2) Secure Tenants will then receive a copy of the draft CPO and a notice explaining its effects. Secure Tenants will be advised at that stage that they can voice their objections to the CPO and that these objections will be sent to the appropriate government minister. If there are objections there will be an inquiry and an inspector will make a decision on whether or not the CPO should be confirmed.
- 3) Make Secure Tenants a Suitable Offer of alternative accommodation. If a Secure Tenant believes the Council's offer of a replacement home is not a Suitable Offer, they will have the right to appeal in line with the process outlined in paragraph 12.3 of this policy.
- 4) If the CPO is confirmed, either with or without a public inquiry, serve a Notice to Treat and Notice of Entry on the Secure Tenants specifying a date for possession. These are legal documents that the Council may serve on Secure Tenants which gives the Council the right to enter and take possession of the existing home of the Secure Tenant, in order to ensure the timely delivery of that property for regeneration.
- 5) Enforce the CPO to take possession of the home if a Secure Tenant fails to move to their replacement home. Under CPO the notice of Entry will be enforced and possession obtained by County Court enforcement officers.

## **9. RENT LEVELS OF NEW AFFORDABLE HOMES ON SOUTH KILBURN**

9.1 Secure Tenants who are allocated a new replacement home in South Kilburn will pay higher rent than for their existing Council property.

This is due to two reasons:

- 1) Council rents are below the rents charged by Registered Providers, which are known as target rents
- 2) The higher value associated with a quality new build home, compared with an existing Council property, will be reflected in a higher target rent

The Council has set rents in accordance with its policy that will lead to Council rents and target rents for properties of a similar size, location and condition becoming more equal by 2016. However, even after 2016, there will be a difference in the rent charged for existing Council properties in South Kilburn, compared with new homes for rent from Registered Providers, built as part of the South Kilburn regeneration programme. Secure Tenants who are allocated a new replacement home in South Kilburn under this policy will pay the relevant target rent from the date of relocation.

9.2 In the case of Secure Tenants that move elsewhere within the borough or outside of Brent or move to specialist housing such as sheltered housing, rent levels for homes will vary according to the location and the landlord.

## **10. TENANT'S CHOICE ON INTERIOR FITTING OF NEW HOMES**

10.1 Secure Tenants who are allocated a new replacement home within South Kilburn may be invited to select certain 'tenant's choice' items. Whilst tenant's choice items will be different on Phase 1b and Phase 2a Redevelopment Sites, they will usually include items such as kitchen units, wall paint colours, tiling and floor coverings. Each Registered Provider will have a different range of choices for their specific developments.

## **11. HOME LOSS AND DISTURBANCE PAYMENTS**

11.1 The Home Loss and Disturbance Policy for Secure Tenants with Homes in South Kilburn is attached at Appendix 2.

## **12. APPEALS PROCEDURES**

### **APPEALS PROCEDURE WHERE NO CPO HAS BEEN CONFIRMED**

#### **12.1 Stage One Appeal: no CPO confirmed**

- If a Secure Tenant believes the Council's offer of a replacement home is not a Suitable Offer, they will have the right to appeal the offer within 10 working days of the Council making the offer to the Secure Tenant. Secure Tenants will be notified on the timescales for appeal and who to send an appeal to at the point they are made a Suitable Offer of a replacement property.
- If a Secure Tenant wishes to make an appeal, the Secure Tenant must write to the Council at the address below:
  - stating that they do not believe the Council's offer is a Suitable Offer,
  - specifying the reasons why they believes the offer is not a Suitable Offer
  - enclosing any evidence to support their belief that the offer is not a Suitable Offer (e.g. medical evidence) and
  - stating that they wish to appeal against the Council's offer.
- Appeals should be sent to:  
South Kilburn Re-housing Project Manager  
Community Resource Centre, William Dunbar House, Albert Road, Kilburn, NW6 5DE
- If an appeal is received within the allowed time limit, the South Kilburn Re-housing Project Manager will assess the appeal in light of the information provided and taking into account the individual circumstances of the Secure Tenant and their household members.

- If the South Kilburn Re-housing Project Manager agrees with the Secure Tenant's appeal (e.g. on medical grounds) the Council will inform the Secure Tenant and at the same time make another offer of an alternative home on the basis that it is a Suitable Offer meeting the needs of the Secure Tenant.
- If the South Kilburn Re-housing Project Manager does not agree with the Secure Tenant making the appeal, the Secure Tenant will be informed of the decision within 10 working days of the Council receiving the Secure Tenant's appeal.

### **12.2 Stage Two Appeal: no CPO confirmed**

- If the Secure Tenant wishes to appeal the South Kilburn Re-housing Project Manager's decision and a CPO has not been confirmed in relation to the Secure Tenant's existing home, the Secure Tenant must do so within 10 working days of having received such decision by writing to the South Kilburn Programme Manager at the address below:
  - specifying the reasons why they do not agree with the South Kilburn Re-housing Project Manager's decision and
  - enclosing any further evidence to support their belief that the Council's offer is not a Suitable Offer (e.g. medical evidence) and
  - stating that they wish to make a further appeal against the Council's offer.
- Further appeals should be sent to:  
South Kilburn Programme Manager  
Community Resource Centre, William Dunbar House, Albert Road, Kilburn, NW6 5DE
- If a further appeal is received within the allowed time, the South Kilburn Programme Manager will assess the appeal in light of the information provided and taking into account the individual circumstances of the Secure Tenant and their household.
- If the South Kilburn Programme Manager agrees with the Secure Tenant's further appeal (e.g. on medical grounds) the Council will inform the Secure Tenant and at the same time make another offer of an alternative home on the basis that it is a Suitable Offer meeting the needs of the Secure Tenant.
- If the South Kilburn Programme Manager does not agree with the Secure Tenant making the appeal, the Secure Tenant will be informed of the decision within 10 working days of the Council receiving the Secure Tenant's further appeal.

## **APPEALS PROCEDURE WHERE A CPO HAS BEEN CONFIRMED**

### **12.3 Stage One Appeal: where CPO is confirmed**

- If a Secure Tenant believes the Council's offer of a replacement home is not a Suitable Offer, they will have the right to appeal the offer within 10 working days of the Council making the offer to the Secure Tenant. Secure Tenants will be notified on the timescales for appeal at the point they are made a Suitable Offer of a replacement property.

- If a Secure Tenant wishes to make an appeal, the Secure Tenant must write to the Council at the address below:
  - stating that they do not believe the Council's offer is a Suitable Offer,
  - specifying the reasons why they believes the offer is not a Suitable Offer
  - enclosing any evidence to support their belief that the offer is not a Suitable Offer (e.g. medical evidence) and
  - stating that they wish to appeal against the Council's offer.
- Appeals should be sent to:  
South Kilburn Re-housing Project Manager  
Community Resource Centre, William Dunbar House, Albert Road, Kilburn, NW6 5DE
- If an appeal is received within the allowed time limit, the South Kilburn Re-housing Project Manager will assess the appeal in light of the information provided and taking into account the individual circumstances of the Secure Tenant and their household members.
- If the South Kilburn Re-housing Project Manager agrees with the Secure Tenant's appeal (e.g. on medical grounds) the Council will inform the Secure Tenant and at the same time make another offer of an alternative home on the basis that it is a Suitable Offer meeting the needs of the Secure Tenant.
- If the South Kilburn Re-housing Project Manager does not agree with the Secure Tenant making the appeal, the Secure Tenant will be informed of the decision within 10 working days of the Council receiving the Secure Tenant's appeal.

#### 12.4 **Stage Two Appeal: where CPO is confirmed**

- If the Secure Tenant wishes to appeal the South Kilburn Re-housing Project Manager's decision and a CPO has been confirmed in relation to the Secure Tenant's existing home, the Secure Tenant must do so within 10 working days of having received such decision by writing to the South Kilburn Programme Manager at the address below:
  - specifying the reasons why they do not agree with the South Kilburn Re-housing Project Manager's decision and
  - enclosing any further evidence to support their belief that the Council's offer is not a Suitable Offer (e.g. medical evidence) and
  - stating that they wish to make a further appeal against the Council's offer.
- Appeals should be sent to:  
South Kilburn Re-housing Programme Manager  
Community Resource Centre, William Dunbar House, Albert Road, Kilburn, NW6 5DE
- If a further appeal is received within the allowed time, the South Kilburn Programme Manager will refer the appeal to an independent review body to be appointed by the Council and notified to Secure Tenants prior to any such appeal arising. The independent review body will carefully review the Suitable Offer made to the Secure Tenant and any representation made by the Council and will advise the South

Kilburn Programme Manager whether it considers that the Suitable Offer is suitable alternative residential accommodation on reasonable terms within the meaning of section 39 of the Land Compensation Act 1973 within 15 working days of the independent review body receiving from the South Kilburn Programme Manager a copy of the Secure Tenant's further appeal.

- Within 10 working days of receiving the view of the independent review body:
  - the South Kilburn Programme Manager will assess the appeal taking into account the view of the independent review body, the information provided by the Secure Tenant and the individual circumstances of the Secure Tenant and their household and decide whether they agree with the Secure Tenant's further appeal; and
  - the Council will inform the Secure Tenant of the decision of the South Kilburn Programme Manager and, if the South Kilburn Programme Manager agrees with the Secure Tenant's further appeal, the Council will make another offer of an alternative home on the basis that it is a Suitable Offer meeting the needs of the Secure Tenant.
  
- If the independent review body does not consider that the Suitable Offer is suitable alternative residential accommodation on reasonable terms within the meaning of section 39 of the Land Compensation Act 1973, in most cases it is likely that the South Kilburn Programme Manager will agree with the view of the independent review body, agree to the Secure Tenant's further appeal and make an alternative offer. There may be circumstances, however, in which the South Kilburn Programme Manager disagrees with the decision of the independent review body and decides not to do so. If this is the case, when the Council writes to the Secure Tenant to notify them of the outcome of their further appeal, the Council will explain why it disagrees with the view of the independent review body.
  
- If the independent review body considers that the Suitable Offer is suitable alternative residential accommodation on reasonable terms within the meaning of section 39 of the Land Compensation Act 1973, it is likely that the South Kilburn Programme Manager will agree with the view of the independent review body and not agree with the Secure Tenant's further appeal. Where the South Kilburn Programme Manager does not agree with the Secure Tenant's further appeal, the Council will expect the Secure Tenant to move to the home set out in the Suitable Offer. If the Secure Tenant does not then the Council will take all necessary steps to secure possession of the Secure Tenant's home as summarised at paragraph 8 above.

12.5 Tenants can also seek the advice from a Citizens Advice Bureau/ Law Centre Solicitor or the independent Resident and Tenants Advisor, First Call, who can be contacted on Freephone 0300 365 7150



## Appendix 1

### HOMES WITHIN SOUTH KILBURN

Existing Buildings to be Demolished	Existing Buildings to be Retained
<p style="text-align: center;">Austen House                      Blake House                      Bond House                      Bronte House                      Cambridge Court                      97 to 128 Carlton House                      Craik Court                      Crone Court                      Cullen House                      Dickens House                      Durham Court                      Ely Court                      Exeter House                      Fielding House                      Gloucester House                      Hereford House                      Hicks Bolton House                      John Ratcliffe house                      Masefield House                      Marshall House                      Neville Close                      Neville House                      Peel Precinct                      Wells Court                      Winterleys                      Wood House                      Wordsworth House                      Zangwill House</p>	<p style="text-align: center;">William Dunbar House                      William Saville House                      1 to 96 Carlton House                      129 to 136 Carlton House                      Canterbury Court                      Gorefield House                      Alpha House                      Granville Homes                      Len Williams Court                      Pavilion Court                      Leinster Court                      Kilburn House                      Stafford Close                      Hampton Close                      Thames Court</p>

## **Appendix 2**

### **HOME LOSS AND DISTURBANCE POLICY FOR SECURE TENANTS WITH HOMES IN SOUTH KILBURN**

#### **Contents**

1. Introduction
2. Terms Used in this Policy
3. People Affected
4. Home Loss and Disturbance Payments Policy
5. Advance Payments of Home Loss
6. Rent Arrears and Outstanding Court Costs
7. Disturbance Payments – Key Principles
8. Home Loss Payments Procedure
9. Disturbance Payments Procedure
10. Appeals Procedure for Disturbance Claims

## 1. INTRODUCTION

- 1.1 This document sets out the policy and procedure for the making of Home Loss Payments and Disturbance Payments to Secure Tenants, who are entitled to such payments in accordance with Council policy (including the Land Compensation Act 1973), currently living in homes within Durham Court, Gloucester House, Wordsworth House and Masefield House, South Kilburn which will be demolished as part of the South Kilburn regeneration programme. The aim of the policy is to ensure effective and consistent arrangements for the making of Home Loss Payments and Disturbance Payments.

## 2. TERMS USED IN THIS POLICY

- 2.1 **Disturbance Payment** means a payment for removal and other expenses that the Council makes to Secure Tenants in accordance with Council policy (including the Land Compensation Act 1973)
- 2.2 **Home Loss Payment** means a payment that is made to Secure Tenants in accordance with the Land Compensation Act 1973
- 2.3 **Phase 2b** means homes in Durham Court, Gloucester House, Wordsworth House and Masefield House which are due for demolition as part of the South Kilburn regeneration programme
- 2.4 **Secure Tenants** means those people who let their homes from the Council on Secure Tenancies as defined in the Housing Act 1985 and who the Council have a duty to rehouse
- 2.5 **The Council** means Brent Council

## 3. PEOPLE AFFECTED

- 3.1 This policy affects Secure Tenants living in homes within South Kilburn which will be demolished as part of the South Kilburn Regeneration Programme.

## 4. HOME LOSS AND DISTURBANCE PAYMENTS POLICY

- 4.1 The Council will pay Home Loss Payments and Disturbance Payment to Secure Tenants who lose their homes as part of the South Kilburn Regeneration Programme. Not all Secure Tenants who lose their homes will be entitled to Home Loss Payments and Disturbance Payments.

- 4.2 Secure Tenants who move out of their homes, provided that they have lived there for at least 12 months before their move and it is their only or principal home, will be eligible for a Home Loss Payment which is currently £4,700 but which may change in line with government legislation over the period of the regeneration. The Council will always pay the rate which applies at the time of the Secure Tenant's move.
- 4.3 Home Loss Payments and Disturbance Payments will be dealt with after the move to the new home when claim forms should be submitted, as set out in this policy.
- 4.4 Secure Tenants who are joint tenants are only entitled to one Home Loss Payment and Disturbance Payment, which can be paid in equal shares to both parties where requested in writing by them.
- 4.5 The borough-wide housing policy that allows Secure Tenants who down size to a smaller property for a financial incentive which is currently £4,000 does not apply to Secure Tenants of South Kilburn if they receive a statutory Home Loss Payment.
- 4.6 Secure Tenants who wish to move to the private sector as outlined in paragraphs 7.3.4 and 7.4.4 of the Allocation Policy for Secure Tenants with homes in Phase 2b, South Kilburn will receive Home Loss Payments and Disturbance Payments as required by law.
- 4.7 Where Secure Tenants moves temporarily within South Kilburn to a home that will become due for demolition under the South Kilburn regeneration programme and occupy this temporary property in excess of twelve months, then they may be entitled to a second statutory Home Loss payment once they move to their new home within the South Kilburn regeneration programme. The instances where Secure Tenants may move temporarily within South Kilburn to a home that will be due for demolition under the South Kilburn regeneration programme are explained in paragraphs 7.3.3 and 7.4.3 of the Allocation Policy for Secure Tenants with homes in Phase 2b, South Kilburn.

## **5. ADVANCE PAYMENTS OF HOME LOSS**

- 5.1 Secure Tenants can request for an advance payment of Home Loss to be made if they are moving to:
- A permanent home within South Kilburn that is an existing Council property that is not due for demolition as part of the South Kilburn regeneration programme
  - A permanent home outside South Kilburn
  - A temporary move within South Kilburn to a home that will become due for demolition under the South Kilburn regeneration programme
  - A move elsewhere within the Borough or outside of Brent
- 5.2 If a request for an advance payment of Home Loss is received, it is sent to the South Kilburn Re-housing Project Manager for consideration. The South Kilburn Re-housing

Project Manager has the discretion to approve or reject requests for advance payments or make partial advance payment of Home Loss to the Secure Tenant.

5.3 Requests for advance payments of Home Loss will not be considered from Secure Tenants who are moving to a permanent new home within the South Kilburn regeneration programme.

## **6. RENT ARREARS AND OUTSTANDING COURT COSTS**

6.1 Secure Tenants with rent arrears will be expected to clear the full sum of monies owed to the Council. The Council will pursue all rent arrears in line with its arrears procedure. Where a Secure Tenant has been taken to court for recovery of rent and the Secure Tenant has kept to the terms of the court order, then the Council will off-set any remaining rent arrears and outstanding court costs against any Home Loss Payment.

6.2 Where a Secure Tenant has not complied with any court order for the recovery of rent arrears or where the level of arrears exceeds the Home Loss payment, the Council reserves the right not to offer a Secure Tenant a new home in South Kilburn.

## **7. DISTURBANCE PAYMENTS – KEY PRINCIPLES**

7.1 The Council will pay disturbance payments to Secure Tenants who lose their homes as part of the South Kilburn Regeneration Programme and who are entitled to such payments in accordance with Council policy (including the Land Compensation Act 1973). Reasonable disturbance costs may be payable and Secure Tenants who wish to claim for these costs will be required to produce evidence of the costs incurred. The following are examples of Disturbance payments that the Council has a legal duty to meet:

- Removal expenses (the Council pays for removals directly)
- Redirection of mail
- Dismantling and re-assembly of Secure Tenants own furniture such as wardrobes
- Telephone disconnection and reconnection
- Compensation for the second hand value of carpet and curtains where no carpet and curtains are provided in replacement home (see paragraphs 7.5 to 7.11)
- Disconnection/reconnection of services
- The second hand value of large items of furniture that cannot be dismantled or moved to the Secure Tenant's replacement property

7.2 Key principles relating to Disturbance Payments are as follows:

- The onus is on the Secure Tenant to justify their claim; there is no pre-determined disturbance allowance
- Claims can only be made for costs incurred as a direct result of being disturbed
- Secure Tenants should be no worse off or better off than before their move

- Costs must be reasonable. For example, Secure Tenants cannot claim compensation for any fixtures and fittings such as mixer taps that they have replaced in their current home as fixtures and fittings will be provided in replacement home
- Where appliances are supplied within new properties e.g. cooker, washing machine or fridge freezer, no reconnection fees will be paid.

### **Adaptation of Carpets/Curtains**

7.3 If carpets and/or curtains could be adapted to fit in the replacement property, the Council would pay for the adaption, where such items are not provided in replacement home. If the Secure Tenant chooses not to adapt the carpets and/or curtains, nor does the Secure Tenant use them in their replacement property, then the Secure Tenant would not be able to claim compensation.

7.4 Carpets and/or curtains are deemed to be adaptable if they satisfy the following criteria:

- The existing carpets/curtains is the same size or larger than required in the replacement home
- Foam-backed carpets, unlined curtains and lino are 3 years old or less
- Hessian-backed carpets and lined curtains are 6 years old or less

### **Compensation for Carpets, Curtains or Large Items of Furniture**

7.5 Secure Tenants can claim the second hand value of carpets and curtains where such items are not provided in replacement home or are not adaptable as outlined above. Where it is agreed that an item needs replacing, rather than adapting, the compensation paid to the Secure Tenant will be based on the cost of the item when it was new, less a percentage discount according to the existing age of the item. Therefore, the older the existing item, the less amount of compensation the Secure Tenant will receive.

7.6 Secure Tenants can also claim for large items of furniture that cannot be dismantled or moved to their replacement home. Details of the Secure Tenants existing carpets, curtains and large items of furniture would have been recorded in the Housing Needs Assessment by the South Kilburn Re-housing Team at the time of the first home visit or at the point that the Secure Tenant accepts the suitable offer of alternative accommodation.

7.7 The age of the existing carpet must be assessed. If the Secure Tenant can show receipts as proof of purchase this is desirable, if not, an agreement must be reached on the age and condition of the carpet or curtains with the South Kilburn Re-housing Project Manager at the time the Housing Needs Assessment is completed.

7.8 The second-hand value of **hessian-backed carpets, lined curtains and large items of furniture that cannot be dismantled or moved to replacement home**, with a life expectancy of 10 years is calculated using the following formula:

Age of Carpet/ Curtains/ Large Item of Furniture	Value of Carpet/ Curtains/ Large Item of Furniture	Less Depreciation
1 year	Replacement Value	8%
2 years	Replacement Value	16%
3 years	Replacement Value	24%
4 years	Replacement Value	32%
5 years	Replacement Value	40%
6 years	Replacement Value	48%
7 years	Replacement Value	56%
8 years	Replacement Value	64%
9 years	Replacement Value	72%
10 years	Replacement Value	80%

7.9 An example of a calculation using this table is as follows:

A Secure Tenant has a hessian-backed carpet which is 5 years old and 20 square meters in size that cannot be adapted to fit in their replacement property. The replacement value of the carpet is £8 per square meter. The second-hand value of the carpet is calculated as follows:

Replacement value 20 sqm x £8 per sqm	£160
Less depreciation at 40%	<u>(£64)</u>
Disturbance allowance paid to Secure Tenant	£96

7.10 The second-hand value of **foam-backed carpets and unlined curtains**, with a life expectancy of 5 years is calculated using the following formula:

Age of Carpet/ Curtains/ Large Item of Furniture	Value of Carpet/ Curtains/ Large Item of Furniture	Less Depreciation
1 year	Replacement Value	16%
2 years	Replacement Value	32%
3 years	Replacement Value	48%
4 years	Replacement Value	64%
5 years	Replacement Value	80%

7.11 An example of a calculation using this table is as follows:

A Secure Tenant has a foam-backed carpet which is 7 years old and 20 square meters in size that cannot be adapted to fit in their replacement property. The replacement value of the carpet is £6 per square meter. The second-hand value of the carpet is calculated as follows:

Replacement value 20 sqm x £6 per sqm	£120
Less depreciation at 80%	<u>(£96)</u>
Disturbance allowance paid to Secure Tenant	£24

## **8. HOME LOSS PAYMENTS PROCEDURE**

8.1 The South Kilburn Re-housing Team will request in writing bank details from Secure Tenants so the payments can be made directly into the Secure Tenant's bank account by Bankers' Automated Clearing Service (BACS). Payments can be made to Secure Tenants by cheque; however payments by cheque take longer than BACS payments.

8.2 Secure Tenants will be invited to attend a meeting to sign the tenancy agreement for their replacement home and to sign a form to end the tenancy on their current home within Phase 2b. At this meeting, Secure Tenants will also be asked to complete and sign a Home Loss Claim Form (Annex 1).

8.3 If there are arrears owing on the Secure Tenant's account (rent arrears and court costs), these will be deducted from the Home Loss payment.

8.4 The Council will make Home Loss payments within 35 working days of receipt by the Council of a valid claim form and once the Secure Tenant has returned the keys of their old home within Phase 2b.

## **9. DISTURBANCE PAYMENTS PROCEDURE**

9.1 Disturbance claims should be made on the form provided (Annex 2). Disturbance claims should be signed and dated by the Secure Tenant and should be sent to the South Kilburn Re-housing Team at the address shown on the claim form, within 3 months of a Secure Tenant moving to their replacement home. Secure Tenants are asked to claim all the costs incurred as a result of their move on one claim form.

9.2 Secure Tenants must support their claim for Disturbance costs with receipts to confirm the items being claimed have been paid. Claims for the cost of goods and services that are not supported by receipts will be not considered. Claims for the cost of goods and services that are supported by hand-written or cash receipts will not be considered.

9.3 The Disturbance claim will be assessed by the South Kilburn Re-housing Team. The South Kilburn Re-housing Team has the discretion to approve all or part of a claim for Disturbance, reject a claim for Disturbance or seek further information from the Secure Tenant making the claim.



9.4 Disturbance Payments will be paid to Secure Tenants through the BACS system. The Council will make Disturbance Payments within 35 working days of receipt by the Council of a valid claim form.

## **10. APPEALS PROCEDURE FOR DISTURBANCE CLAIMS**

10.1 If a Secure Tenant believes the Council's assessment of their Disturbance payment is unreasonable, they will have the right to appeal the decision within 10 working days of the Council's assessment of the claim for Disturbance.

10.2 If a Secure Tenant wishes to make an appeal, the Secure Tenant must write to the Council at the address below specifying the reasons why they believe the assessment of their claim for Disturbance is unreasonable.

10.3 Appeals should be sent to:

South Kilburn Re-housing Project Manager

Community Resource Centre, William Dunbar House, Albert Road, Kilburn, NW6 5DE

10.4 If an appeal is received within the allowed time limit, the South Kilburn Re-housing Project Manager will assess the appeal in light of the information provided within 10 working days of receipt of the appeal.

10.5 If the South Kilburn Re-housing Project Manager agrees with the Secure Tenant's appeal, the Council will reassess the claim for disturbance. If the South Kilburn Re-housing Project Manager does not agree with the Secure Tenant's appeal, the South Kilburn Re-housing Project Manager will inform the tenant in writing, outlining the reasons why the appeal has been rejected.