



**ALLOCATION POLICY FOR SECURE TENANTS WITH HOMES IN PEEL
PRECINCT, 97 TO 112 CARLTON HOUSE AND 8 TO 14 NEVILLE CLOSE
(TOGETHER DEFINED AS 'PEEL')
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 the Peel Homes, which will be demolished as part of the re-development of the Peel Site.
- 1.2 The re-development of the Peel Site will deliver a mixed use scheme comprising a new health centre for South Kilburn, the Peel Replacement Homes, homes for private sale and other uses. It will form a stand alone phase within the South Kilburn regeneration programme to enable the early delivery of a health centre for South Kilburn ahead of the planned programme.
- 1.3 To facilitate the re-development of the Peel Site, the Peel Replacement Homes will be made available to the Secure Tenants currently living in the Peel Homes. In order to try and ensure that the Peel Replacement Homes meet the decant requirements of those Secure Tenants, in so far as is possible, the Peel Replacement Homes will be built bespoke to the existing Secure Tenants housing needs. This is the first phase of the South Kilburn regeneration programme where this will be done and is the only way that the Council can bring forward the redevelopment of the Peel Site now.
- 1.4 The Council intends to develop the design of the Peel Replacement Homes over the next few months. In order to incorporate the existing Secure Tenants housing needs into the design of those homes, the Council has already carried out a housing needs assessment of the Secure Tenants currently living in the Peel Homes. The impact of designing bespoke homes according to Secure Tenants housing needs now is that, if those housing needs change, it may not be possible to accommodate them in the Peel Replacement Homes. See paragraph 6 for further information on what will happen if housing needs change.

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 Payments** 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 Payments** means a payment that is made to Secure Tenants in accordance with the Land Compensation Act 1973.
- 2.4 **Peel Homes** means the 36 affordable homes in Peel Precinct, 97 to 112 Carlton House and 8 to 14 Neville Close which form part of the Peel Site, are occupied currently by Secure Tenants and which are due for demolition as part of the redevelopment of that site.
- 2.5 **Peel Site** means a stand alone phase of the South Kilburn regeneration programme as shown edged red in the Information Booklet "Getting Ready for a New South Kilburn – Information for Secure Tenants of Peel Precinct, 97 to 112 Carlton House and 8-14 Neville Close" April 2014 Version 1.

- 2.6 **Peel Replacement Homes** means homes to be built within the Peel Site and to be located on the current South Kilburn Studios site shown coloured light green in the Information Booklet "Getting Ready for a New South Kilburn – Information for Secure Tenants of Peel Precinct, 97 to 112 Carlton House and 8-14 Neville Close" April 2014 Version 1.
- 2.7 **Registered Provider** means a provider of social housing (previously referred to as a 'housing association' or a 'registered social landlord'), as defined in section 80 of the Housing and Regeneration Act 2008.
- 2.8 **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.
- 2.9 **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.
- 2.10 **Suitable Offer** means either:
- 2.10.1 an 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 a permanent move to a Peel Replacement Home, or
 - 2.10.2 where a Secure Tenant's housing needs have changed and it is no longer possible to accommodate them within a Peel Replacement Home or where a Secure Tenant has requested to move outside the Peel Site and this can be accommodated by the Council, 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 to a new home that has been built already as part of the South Kilburn regeneration programme, if there is a surplus of affordable homes; **or**
 - (b) A permanent move within South Kilburn that is an existing Council property that is not due for demolition as part of the South Kilburn regeneration programme; **or**
 - (c) A permanent move outside South Kilburn; **or**
 - (d) 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.
- 2.11 **South Kilburn** means homes listed in Appendix 1 including both homes already delivered under the South Kilburn regeneration programme and those not due for demolition.
- 2.12 **The Council** means Brent Council.

3. HOMES AND PEOPLE AFFECTED

- 3.1 This policy affects Secure Tenants living in the Peel Homes.

4. HOUSING NEEDS ASSESSMENT

- 4.1 In April 2014, the South Kilburn Re-housing Team completed a housing needs assessment form with each Secure Tenant living in the Peel Homes which assessed the current circumstances of the Secure Tenant, the potential changes to their circumstances, medical and other needs as well as recording any preferences that the Secure Tenant may have.
- 4.2 On previous phases of the South Kilburn regeneration programme, housing needs assessments were completed with Secure Tenants living in the next phase due for redevelopment when planning permission for the site Secure Tenant's were moving to was already in place. As set out above, housing needs assessments have been completed earlier for Secure Tenants currently living in the Peel Homes. This is because, a key principle of the redevelopment of the Peel Site is that the Peel Replacement Homes to be built on the Peel Site will be made available to the Secure Tenants currently living in the Peel Homes and, in so far as possible, will be built bespoke to the existing Secure Tenants' housing needs. This information therefore needed to be obtained earlier so that it could be given to the design team. All information passed to the design team will be anonymous.
- 4.3 Where a Secure Tenant's housing needs change between the time the housing needs assessment was carried out and completion of the replacement home, see paragraph 6.
- 4.4 The information on the housing needs assessment form will be entered onto the Council's 'Locata' bidding system, the web based housing system used by the Council. Each Secure Tenant will be issued with a unique Locata Identification Number (LIN) which will only be known by the Secure Tenant and the South Kilburn Re-housing Team. The Locata bidding system will be used by the South Kilburn Re-housing Team 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.
- 4.5 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. The Council's allocation policy that is in force at the time that the Suitable Offer is made will be used to decide the size of home for which Secure Tenants are eligible. The Council's current allocation policy is the Brent Housing Allocation Policy 2013 that adopts the Government's bedroom standard and, as such, provides that the following should have one bedroom:
- Married, civil partnership or cohabiting couples
 - Single people more than 21 years old
 - Each pair of children or young people aged between 10 to 20 years old of the same gender
 - Each pair of children under 10 years old, regardless of gender
 - Any unpaired person aged 10 to 20 years old is paired, if possible, with a child under 10 of the same sex, or, if that is not possible, he or she is given a separate bedroom, as is any unpaired child under 10 years old.

- 5.2 In the following circumstances, the Council will offer a Secure Tenant a larger replacement home than that which they would otherwise be entitled under the Brent Housing Allocation Policy 2013. These are:
- 5.2.1 Where a Secure Tenant or a member of their household requires larger accommodation on health grounds. For example, this may apply where a Secure Tenant or a member of their household needs their own bedroom for medical reasons or needs a carer/personal assistant or some special bulky medical equipment. These will be considered on a case by case basis, taking into account the advice of the Council's District Medical Officer and reports from relevant adult/children social services.
- 5.2.2 Where a Secure Tenant, at the time that the housing needs assessment was undertaken, has two children of different sexes under 10 years old but where one or both of those children will be 10 years old or above by the time that the Secure Tenant will move into the replacement home.
- 5.2.3 Where a Secure Tenant requires larger accommodation as they are an approved Council foster carer and/or adopter. In order for a Secure Tenant to be allocated a larger accommodation in these circumstances, the South Kilburn Re-housing Team will require evidence from the Council's Children Service confirming the Secure Tenant has been approved as a Council foster carer and/or adopter and that they are in a position to take one or more placements. These will be considered on a case by case basis by working closely with the Council's Children's Service.
- 5.3 Where a Secure Tenant, at the time that the housing needs assessment was undertaken, has a young person under 21 years old, who would be required to share a bedroom based on the Brent Housing Allocation Policy 2013, but the young person will be aged 21 years or above by the time that the Secure Tenant will move into the replacement home.
- 5.4 Immediately following the adoption by the Council of the Allocation Policy to be used for Secure Tenants living in the Peel Homes, the South Kilburn Re-housing Team will write to those Secure Tenants and, in accordance with the housing needs assessment which was carried out by the Council in April 2014, confirm:
- 5.4.1 the size of the replacement home that a Secure Tenant and their household will be offered;
- 5.4.2 any preferences that the Secure Tenant expressed during the housing needs assessment (although the Council cannot guarantee such preferences will be met);
- 5.4.3 if an occupational therapy assessment is required.
- 5.5 If an occupational therapy assessment is required, the Council will arrange for this to be undertaken as soon as practicable after the date of the letter referred to in paragraph 5.3. Following receipt of the occupational therapist's report, the Council will write to the Secure Tenant confirming the occupational therapist's recommendations and provide the Secure Tenant with a copy of the report.
- 5.6 **Stage One Appeal**
- If the Secure Tenant disagrees with anything set out in either of the Council's letters sent in accordance with paragraphs 5.3 and/or 5.4, they will have the right to appeal within ten (10) working days of receiving the Council's letter by writing to the South Kilburn Re-housing Manager at the Community Resource Centre,

William Dunbar House, Albert Road, Kilburn, NW6 5DE. In that letter, the Secure Tenant must set out:

- which points they do not agree with;
 - the reasons why they do not agree with those points;
 - enclosing any evidence to support their reasons
- If an appeal is received within the allowed time limit, the South Kilburn Re-housing Manager will assess the appeal in light of the information provided, taking into account the information set out in the Secure Tenant's appeal.
 - If the South Kilburn Re-housing Manager agrees with the Secure Tenant's appeal, the Council will inform the Secure Tenant of this and at the same time confirm the size of the replacement home a Secure Tenant and their household will be offered, any preferences that the Secure Tenant expressed during the housing needs assessment (although the Council cannot guarantee such preferences will be met) and if an occupational therapy assessment is required.
 - If the South Kilburn Re-housing Manager does not agree with the Secure Tenant making the appeal, the Secure Tenant will be informed of the decision within ten (10) working days of the Council receiving the Secure Tenant's letter.

5.7 **Stage Two Appeal**

- If the Secure Tenant wishes to appeal against the South Kilburn Re-housing Manager's decision, the Secure Tenant must do so within ten (10) working days of having received such decision by writing to the Estate Regeneration Programme Manager at the Community Resource Centre, William Dunbar House, Albert Road, Kilburn, NW6 5DE. In that letter, the Secure Tenant must:
 - specify the reasons why they do not agree with the South Kilburn Re-housing Manager's decision and
 - enclose any further evidence to support their reasons
 - state that they wish to make a further appeal.
- If a further appeal is received within the allowed time, the Estate Regeneration Programme Manager will assess the appeal in light of the information provided, taking into account the information set out in the Secure Tenant's appeal.
- If the Estate Regeneration Programme Manager agrees with the Secure Tenant's appeal, the Council will inform the Secure Tenant of this and at the same time confirm the size of the replacement home a Secure Tenant and their household will be offered, any preferences that the Secure Tenant expressed during the housing needs assessment (although the Council cannot guarantee such preferences will be met) and if an occupational therapy assessment is required.
- If the Estate Regeneration Programme Manager does not agree with the Secure Tenant making the appeal, the Secure Tenant will be informed of the decision within ten (10) working days of the Council receiving the Secure Tenant's further appeal.

- 5.8 If the Secure Tenant confirms to the Council that they are happy with the information set out in either of the Council's letters sent in accordance with paragraphs 5.3 and/or 5.4, or if it does not write to the Council within the required ten (10) working days, the information set out in the Council's letter will be passed on to the design team. This will enable the design team, in so far as possible, to design a new home within the Peel Site in accordance with the housing needs of the Secure Tenant and their household as set out in the Council's letters. It is unlikely to be possible for the design to be changed after this which is why it is essential that, if the Secure Tenant

disagrees with anything set out in either of the Council's letters sent in accordance with paragraphs 5.3 and/or 5.4, they must write to the Council within the required ten (10) working days.

- 5.9 The Council will make a Suitable Offer to each Secure Tenant living in a Peel Home not less than six (6) months notice before the time they need to move, but it may be earlier. The Suitable Offer will be made in accordance with paragraph 7 of this policy.

5.10 Needs Plus

5.10.1 The Needs Plus principle has been offered to Secure Tenants of all previous phases of the South Kilburn regeneration programme who lived in homes with three (3) bedrooms or more.

5.10.2 Needs Plus was intended as an incentive for the loss of a larger property and adjusted the basic housing needs assessment to offer one bedroom more than the Secure Tenant would otherwise qualify for. The Needs Plus principle only applied to Secure Tenants on previous phases that satisfied 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 in the allocation policy for that phase; and

2) Secure Tenants that have the ability to pay the rent on a replacement home larger than they need.

For example:

By virtue of the Needs Plus principle, a single person living in a three (3) bedroom home was offered a two (2) bedroom replacement home if they had 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 was still open at the request of the Secure Tenant.

5.10.3 The Needs Plus principle will not apply to the Peel Site as none of the Peel Homes have three (3) or more bedrooms.

6. CHANGE OF CIRCUMSTANCES

6.1 As set out above, a key principle of the redevelopment of the Peel Site is that the Peel Replacement Homes will be made available to the Secure Tenants currently living in the Peel Homes. In order to try and ensure that the Peel Replacement Homes meet the decant requirements of those Secure Tenants, in so far as is possible, the Peel Replacement Homes will be built bespoke to the existing Secure Tenants housing needs.

6.2 The information collected during the housing needs assessment that was carried out with each Secure Tenant living in a Peel Home in April 2014 will be included in the detailed design and planning of the Peel Replacement Homes in accordance with the process set out in paragraph 5 of this policy.

6.3 The Council recognise that Secure Tenant's housing needs may change over the next few years, before the Peel Replacement Homes are ready to move in to. Where needs change, it may not be possible to accommodate the Secure Tenant in the Peel

Replacement Home that has been designed to suit their housing needs as that new home may no longer be suitable. In those circumstances, a replacement property will be allocated to them in accordance with paragraph 7 of this policy.

- 6.4 If the housing needs of the Secure Tenant and/or its household change from the housing needs set out in the Council's letters referred to in paragraphs 5.3 and/or 5.4 of this policy, the Secure Tenant must notify the Council of 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.

- 6.5 If, as a result of the notification referred to at paragraph 6.4, the Council considers that an occupational therapy assessment is required, the Council will arrange for this to be undertaken as soon as practicable after the date on which it receives the Secure Tenant's notification. Following receipt of the occupational therapist's report, the Council will write to the Secure Tenant confirming the occupational therapist's recommendations and provide the Secure Tenant with a copy of the report.

6.6 Stage One Appeal

If the Secure Tenant disagrees with anything set out in either of the Council's letters, the Secure Tenant must notify the Council of this within ten (10) working days of receiving the Council's letter by writing to the South Kilburn Re-housing Manager at the Community Resource Centre, William Dunbar House, Albert Road, Kilburn, NW6 5DE. In that letter, the Secure Tenant must set out:

- which points they do not agree with;
 - the reasons why they do not agree with those points;
 - enclosing any evidence to support their reasons
- If an appeal is received within the allowed time limit, the South Kilburn Re-housing Manager will assess the appeal in light of the information provided, taking into account the information set out in the Secure Tenant's appeal.
 - If the South Kilburn Re-housing Manager agrees with the Secure Tenant's appeal, the Council will inform the Secure Tenant of this and at the same time confirm the size of the replacement home a Secure Tenant and their household will be offered, any preferences that the Secure Tenant expressed during the housing needs assessment (although the Council cannot guarantee such preferences will be met) and if an occupational therapy assessment is required.
 - If the South Kilburn Re-housing Manager does not agree with the Secure Tenant making the appeal, the Secure Tenant will be informed of the decision within ten (10) working days of the Council receiving the Secure Tenant's letter.

6.7 Stage Two Appeal

- If the Secure Tenant wishes to appeal against the South Kilburn Re-housing Manager's decision, the Secure Tenant must do so within ten (10) working days of having received such decision by writing to the Estate Regeneration Programme Manager at the Community Resource Centre, William Dunbar House, Albert Road, Kilburn, NW6 5DE. In that letter, the Secure Tenant must:
 - Specify the reasons why they do not agree with the South Kilburn Re-housing Manager's decision and
 - enclose any further evidence to support their reasons
 - state that they wish to make a further appeal.

- If a further appeal is received within the allowed time, the Estate Regeneration Programme Manager will assess the appeal in light of the information provided, taking into account the information set out in the Secure Tenant's appeal.
- If the Estate Regeneration Programme Manager agrees with the Secure Tenant's appeal, the Council will inform the Secure Tenant of this and at the same time confirm the size of the replacement home a Secure Tenant and their household will be offered, any preferences that the Secure Tenant expressed during the housing needs assessment (although the Council cannot guarantee such preferences will be met) and if an occupational therapy assessment is required.
- If the Estate Regeneration Programme Manager does not agree with the Secure Tenant making the appeal, the Secure Tenant will be informed of the decision within ten (10) working days of the Council receiving the Secure Tenant's further appeal.

6.8 If a Secure Tenant's housing needs change to such an extent that the Peel Replacement Home, which has been designed to suit their housing needs as assessed by the Council in April 2014, is no longer suitable (for example, they now need a larger replacement home or structural adaptations are required), the Council will:

6.8.1 notify the Secure Tenant of this; and

6.8.2 in accordance with paragraphs 5.8 and 7, will make a Suitable Offer which meets the changed housing needs of the Secure Tenant. The Council cannot guarantee that this will be of any of the other Peel Replacement Homes.

For the avoidance of doubt, a Peel Replacement Home will still be considered to be suitable to the Secure Tenant's housing needs if the only consequence of any change to those needs is a requirement to install non-structural adaptations. In those circumstances, the Council will arrange for those non-structural adaptations to be installed in the Peel Replacement Home either before the move or as soon as practically possible after the move.

7. RE-HOUSING PROCESS & OPTIONS

7.1 One Suitable Offer

All Secure Tenants living within the Peel Homes will be made one Suitable Offer of alternative accommodation in line with paragraphs 2.11, 5 and 6 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 matches the replacement home available (e.g. one bedroom or two bedrooms or more, medical or other needs);

- 2) Second priority will be given to those Secure Tenants who have children under the age of ten;
- 3) Third priority will be given to Secure Tenants whose preference, recorded during the housing needs assessment carried out in April 2014 by the South Kilburn Re-housing Team, matches the replacement home available;
- 4) Fourth 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 Suitable Offer (permanent) within the Peel Site

All Secure Tenants living within the Peel Homes will be made one Suitable Offer of a permanent replacement home within the Peel Replacement Homes, subject to there being no change of need. Secure Tenants moving to a Peel Replacement Home will become tenants of a Registered Provider. In this site, there will be a total of 36 new affordable homes.

Where the housing needs of Secure Tenants change such that the Peel Replacement Home which has been designed to suit their housing needs, as assessed by the Council in April 2014, is no longer suitable, or where a Secure Tenant has requested to move to a replacement home that is outside of the Peel Redevelopment Site, a Suitable Offer means one offer of alternative accommodation which will be:

7.4 Suitable Offer (permanent) within South Kilburn to a new home that has been built already as part of the South Kilburn regeneration programme

For some Secure Tenants living within the Peel Homes, this may mean a Suitable Offer of a permanent home within another redevelopment site of the South Kilburn regeneration programme, if there is a surplus of affordable homes. Such a move may be in advance of a Secure Tenant's existing home being required for redevelopment.

7.5 Suitable Offer (permanent) within South Kilburn that is an existing Council property that is not due for demolition as part of the South Kilburn regeneration programme

For some Secure Tenants living within the Peel Homes, this may 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.

7.6 Suitable Offer (permanent) outside South Kilburn

For some Secure Tenants living within the Peel Homes, this may mean a Suitable Offer of a permanent alternative home outside South Kilburn. 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 moves to a permanent Council home outside South Kilburn, the Council will fully decorate the property.

7.7 Suitable Offer (temporary) Within South Kilburn

Where a Suitable Offer of permanent alternative accommodation within South Kilburn cannot be identified, for some Secure Tenants, 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.

7.8 A Move Elsewhere within the Borough or Outside of Brent

Some Secure Tenants living within Peel 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 have been noted when the housing needs assessment was done in April 2014. 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.

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.

Whilst Secure Tenants may express a preference to move elsewhere within South Kilburn or 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 within one of the Peel Replacement Homes (subject to there being no change in the Secure Tenant's housing needs) in the instance that a move elsewhere within South Kilburn or 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.

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 the Peel Homes 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 the Peel Homes 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 the Peel Homes, 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 the Peel Homes 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 anti-social 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 the Peel Homes. 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 the Peel Homes.
- 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 of 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 of 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 Peel, a stand alone phase of the South Kilburn 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 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.

Annual rent increases for the new replacement homes will, like Council rents, be in line with the Government's recently issued guidance on social rent, with rent from 2015 increasing in line with the Consumer Price Index plus one per cent.

This will mean that there will always 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 tenancy start date.

- 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 DESIGN INPUT AND CHOICE ON INTERIOR FITTING OF NEW HOMES

- 10.1 As of July 2014, the Council is in the process of appointing an architect and design team to design the high quality new homes to be delivered within the Peel Redevelopment Site. Secure Tenants currently living in Peel will be given the opportunity to comment on and input into the design of the affordable homes developed within the Peel Redevelopment Site e.g. inform and comment on the design of internal layouts of the affordable homes and landscape proposals. Whilst design consultation processes will record Secure Tenant's preferences on the design of the new homes, the Council cannot guarantee all such preferences will be met.

- 10.2 Secure Tenants who are allocated a new replacement home within the Peel Redevelopment Site may be invited to select certain 'tenant's choice' items. As the Council has not yet appointed a Registered Provider to manage the new affordable homes within the Peel Redevelopment Site, it is yet to be confirmed what tenant's choice items will be offered as each Registered Provider will have a different range of choices for their specific developments. However, they may include items such as kitchen units, wall paint colours, tiling and floor coverings.

11. HOME LOSS PAYMENTS 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 ten (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 believe 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 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 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 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 Manager does not agree with the Secure Tenant making the appeal, the Secure Tenant will be informed of the decision within ten (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 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 ten (10) working days of having received such decision by writing to the Estate Regeneration Programme Manager at the address below:
 - specifying the reasons why they do not agree with the South Kilburn Re-housing 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:
Estate Regeneration Programme Manager
Community Resource Centre, William Dunbar House, Albert Road, Kilburn, NW6 5DE

- If a further appeal is received within the allowed time, the Estate Regeneration 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 Estate Regeneration 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 Estate Regeneration Programme Manager does not agree with the Secure Tenant making the appeal, the Secure Tenant will be informed of the decision within ten (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 ten (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 believe 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 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 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 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 Manager does not agree with the Secure Tenant making the appeal, the Secure Tenant will be informed of the decision within ten (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 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 ten (10) working days of having received such decision by writing to the Estate Regeneration Programme Manager at the address below:
 - specifying the reasons why they do not agree with the South Kilburn Re-housing 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:
 Estate Regeneration Programme Manager
 Community Resource Centre, William Dunbar House, Albert Road, Kilburn, NW6 5DE
- If a further appeal is received within the allowed time, the Estate Regeneration 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 Estate Regeneration 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 Estate Regeneration Programme Manager a copy of the Secure Tenant's further appeal.
- Within ten (10) working days of receiving the view of the independent review body:
 - the Estate Regeneration 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 Estate Regeneration Programme Manager and, if the Estate Regeneration 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 Estate Regeneration 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 Estate Regeneration 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 Estate Regeneration Programme Manager will agree with the view of the independent review body and not agree with the Secure Tenant's further appeal. Where the Estate Regeneration 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 move to the home set out in the Suitable Offer, 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

Homes Already Delivered under the South Kilburn Regeneration Programme	Existing Buildings to be Retained
Granville Homes	William Dunbar House
Thames Court	William Saville House
Merle Court	1 to 96 Carlton House
George House	129 to 136 Carlton House
Swift House	Canterbury Court
Hansel Road	Gorefield House
Franklin House	Alpha House
Hollister House	Stafford Close
Falconbrook Court	Hampton Close
Walbrook Court	Chichester House
1, 3, 5 & 7 Chichester Road	Chichester Road
4 to 17 Gorefield Place	Kilburn Lane
5 to 153 Cambridge Avenue (odds only)	Allington Road
1 to 13 Bristol Walk	Princess Road
	Malvern Road
	Chamberlayne Mansions
	Claremont Road
	The Quadrant

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

Annex 1: Home Loss Claim Form

Annex 2: Disturbance Claim Form

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 Peel Precinct, 97 to 112 Carlton House and 8 to 14 Neville Close, South Kilburn (together defined as '**Peel**') which will be demolished as a stand alone phase 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 **Peel** means homes in Peel Precinct, 97 to 112 Carlton House and 8 to 14 Neville Close which are due for demolition as a stand alone phase 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 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 paragraph 7.9 of the Allocation Policy for Secure Tenants with homes in Peel will receive Home Loss Payments and Disturbance Payments as required by law.

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 Manager for consideration. The South Kilburn Re-housing 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, however, agreement must be sought from the South Kilburn Re-housing Team where a Secure Tenant wishes to organise their own removals and seek reimbursement)
- 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 (e.g. cooker or washing machine)
- 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 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 Peel. 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, outstanding housing benefit 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 Peel.

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 ten (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 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 Manager will assess the appeal in light of the information provided within ten (10) working days of receipt of the appeal.
- 10.5 If the South Kilburn Re-housing Manager agrees with the Secure Tenant's appeal, the Council will reassess the claim for disturbance. If the South Kilburn Re-housing Manager does not agree with the Secure Tenant's appeal, the South Kilburn Re-housing Manager will inform the tenant in writing, outlining the reasons why the appeal has been rejected.

Annex 1

SOUTH KILBURN REGENERATION SCHEME HOME LOSS CLAIM FORM

Please write in capitals

TENANT(S) NAMES

Title	Initials	Surname

ADDRESS VACATING

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

PRESENT TELEPHONE NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

MOBILE NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NEW ADDRESS

Town															
Postcode															

NEW TELEPHONE NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

DAY VACATING

--

DATE

MONTH

YEAR

I certify that I will be moving from the above address, into alternative permanent/temporary housing.
I note also:

- (a) I acknowledge that I shall be responsible for the payment of the rent of my present accommodation (and any other monies owed under my tenancy agreement) until the Sunday prior to the date on which I actually move out of my present accommodation and I agree to arrange for the keys to be returned to the **South Kilburn Regeneration Office, Community Resource Centre, Albert Road, London NW6 5DE.**
- (b) I acknowledge that my Home loss Claim for **£4,700.00 (subject to below deductions)** will only be processed when all the keys for my current address are return.
- (c) I agree that if, at the time that my home loss claim is processed, I owe to the Council any rent Court Costs (including any money that I owe the Council from previous accommodation), or Housing Benefit, the Council can deduct these monies from my Home loss Payment. The Council will also deduct any advance payments of Home Loss made to Secure Tenants.
- (d) I also understand that once the final Home loss Payment has been made, if there are any other monies still owed to the London Borough of Brent, I will still be liable for them to be paid.

- (e) I agree not to remove any fixtures and fittings, e.g. door handles, light switches, rose pendants, kitchen and bathroom sink, worktop etc. and acknowledge that if I remove any fixtures and fittings the cost to replace them will be deducted from my Home Loss Payment.

Signed:.....Date:.....

Official Use

	Amount	Date Inputted	Approval
Tenant's details entered on Oracle Supplier Management			
Date keys returned			
Rent Arrears (as at)	£		
Rent in Credit (as at)	£		
Court Costs owed (as at)	£		
Housing Benefit Overpayment owed (as at			
Purchase of			
Advance Home loss Payable	£		
Total withheld	£		
Total Amount Withheld	£		
Home loss Payable	£		
Total of Home loss	£		
Letter to tenants notifying of Home loss and Deductions			
Date invoice raised to Rent Income, for rent arrears			
Arrears paid to Rent Income	£		

NAME OF PERSON OTHER THAN TENANT WHO PAYMENT TO BE PAID TO

Title	Initials	Surname															

PAYMENT BY BACS (DIRECT TO YOUR BANK)

Please provide details of your bank account below

Name of
Bank.....

Sort
code.....

Account
number.....

If a building society, provide Roll Number.....

Signed..... Date.....

Annex 2

SOUTH KILBURN REGENERATION SCHEME DISTURBANCE CLAIM FORM

As part of your claim for a disturbance payment, you are required to provide the following itemised information when submitting receipts. Unfortunately, your claim cannot be processed without this information, it is therefore essential that you submit these details.

You will only be reimbursed on a sliding scale to replace floor covering and curtains. Please refer to the Home Loss and Disturbance Policy for Secure Tenants with homes in South Kilburn for further information . However if there is new or good quality flooring in your replacement property, then you will not receive financial compensation for similar items left behind.

THIS FORM SHOULD BE COMPLETED AND RETURNED TO THE SOUTH KILBURN RE-HOUSING TEAM WITHIN THREE MONTHS AFTER YOU HAVE MOVED TO YOUR NEW ADDRESS

Tenant Name(s)	<table><tr><td></td></tr><tr><td></td></tr></table>			
Telephone No:	<table><tr><td></td></tr><tr><td></td></tr></table>			
Your new address	<table><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr></table>			
Date of moving to this new address	<table><tr><td></td></tr></table>			
Your old address	<table><tr><td></td></tr><tr><td></td></tr></table>			

Previous Accommodation

Type: (Please Delete) **Maisonette/ Flat**

Number of Bedrooms:

Number of Other Rooms: (Excluding Kitchen WC and Bathroom)

To be completed by Housing Officer prior to move.

Please list all rooms in which you currently have Carpets and state whether Hessian Backed or Foam Backed and laminate/wooden flooring, is it click or glued

No.	Room Size	Carpet/ Flooring Size	Date of Purchase/ Estimated Age	Hessian/ Foam Backed	Cost per SQM	Room i.e. Bedroom/ Living room
1						
2						
3						
4						
5						
6						

Please list all rooms in which you have Curtains or Blinds.

No.	Window Size	Curtain Size	Date of Purchase/ Estimated age	Cost per SQM Cost of Blinds or Ready Made Curtains
1				
2				
3				
4				
5				
6				

Receipts for all these items must be attached.

Section A: Adaptations

List below details of any room where your existing carpets/flooring and curtains can be adapted for your new accommodation

No.	Room Size and Use	Flooring Adapted Quote room no. from old Accommodation	Cost	Curtains Adapted Quote room no. from old Accommodation	Cost
1					
2					
3					
4					
5					
6					

Section B Replacement

List below details of any rooms where your existing carpets/flooring and curtains cannot be adapted and the cost of replacement you wish to claim.

No.	Room Size and Use	Carpet Size	Cost per SQM	Curtain Size	Window Size	Cost per SQM/ Cost of Blinds
1						
2						
3						
4						
5						
6						

Receipts for all these items must be attached.

Items Claimed	Cost
Disconnection/ Reconnection	
Telephone *	
Re- Direction of Mail	
Other Reasonable Expenses (detail required)	
Sub Total	
Cost of adapting:	
Curtains/ Carpets/Laminate	
Cost of replacing	
Curtains/Carpets/Laminate	
Total Cost	

*The disconnection and reconnection of your telephone is your responsibility.

Declaration

I certify that I have incurred the above costs and that the information given is correct. I now claim disturbance payment from Brent Council.

Signed:

Date:

Please return this form to South Kilburn Regeneration Office, accompanied by the necessary receipts.

For Area Office Use Only

Date Returned:	Rent Arrears £ as at
Reason for Claim:	Date of Visit
Reason For Rent Arrears	
Entitlement Checked by:	Maintaining an Agreement: Yes / No
Authorised Manager:	Passed for Payment: