

Copy to John

* Same for Princetown
in terms of S.106 \$ allocation
No land identified for building
in Princetown as yet.

Affordable Housing

What is affordable housing?

Affordable housing is for those people who cannot afford to rent or buy at market prices.

Types of affordable housing:

Social Rented: Rented accommodation at about 60% of the market rent.

Affordable Rent: Rented accommodation at 80% of the market rent that does not normally exceed the Local Housing Allowance.

Shared Equity/Shared Ownership: Purchaser will part rent and part buy and has the ability to stair case to own outright. However, this can be limited to 80% in rural areas.

Discounted Market Sale: Normally marketed by the developer but a discount is applied to the property normally 20 – 25% which is passed on to subsequent purchasers – no rent is payable in addition to the mortgage.

Section 106 agreements: There will be a section 106 agreement attached to any new development within the National Park. This is extremely tight and is attached to the land when planning consent is granted. I have attached a copy of the Lamb Park DNPA 106 and the simplified criteria for allocations. These can be amended from scheme to scheme as DNPA have done in consultation with Christow CLT. The Section 106 is attached to the properties in perpetuity and therefore any properties when they are re – let will have to be occupied by people who match the criteria set out in the agreement. This ensures that even those applicants in Band E are considered.


Current Section 106 properties in Chagford: Lamb Park only. The existing stock belonging to West Devon Homes is not covered by a Section 106.

Local Allocations policy: This is attached for the group. Existing stock in Chagford will be allocated to the person who needs the allocated sized property for their household, who has the highest band and the longest date in bands A-D. If no – one fits the local connection criteria in bands A-D then the property can be allocated to anyone within West Devon in the first instance and then anyone who is on the Devon HomeChoice register.

Example: (A) Single person who has lived in Chagford for 20 years is in band B and applies for a 2 bed property in Cranley Gardens also a couple (B) in band B who have medical evidence to confirm that they require 2 bedrooms but do not have any connections within Chagford also apply for the property.

The allocation will be awarded to couple B as they suit the sized property even though they do not have a local connection to the area.

Example: Couple A are in a band C - Medium and have lived in Chagford all of their lives, Couple B are in a band B – high and require the same sized property but do not have links to Chagford and have always lived in South Tawton.



The allocation will be made to couple A as even though they are in a lower band than couple B they qualify for the local connection.

Promoting Vacancies: If the Parish Council is aware of vacancies (all ward members receive this information) it is important that the parish advertise on their website or on the Parish notice board. This ensures that as many people as possible are aware of the vacancies.

On all new developments the Housing team will carry out a surgery/open day within the area of development to promote the scheme and the qualifying criteria required to be a tenant. These have been particularly successful in the past.

Devon Home Register: The leaflets provide explain how applicants are banded and how to apply to be on the register. We intend on holding some surgeries/drop ins over the summer months to register applicants and answer queries.

DEVELOPMENT: LAMB PARK, CHAGFORD

DATE: 1999

PLANNING AUTHORITY: DNPA

REGISTERED PROVIDER : SANCTUARY HOUSING ASSOCIATION

DETAILS OF SCHEME:

ADDRESSES: LAMB PARK, CHAGFORD

1st PRIORITY

Applicants who have continually lived or been employed in the parish of Chagford for the whole of the last three years, and have a strong local connection by birth upbringing , employment or similar

2nd PRIORITY

Applicants who have strong local connection and who have lived in the parish of Chagford for a minimum continuous period of three years but have needed to move away during the last five years because of a lack of affordable housing

or

Applicants who have lived or who have been continuously employed for three years in the immediately adjoining parishes of Drewsteignton, Throwleigh, Gidleigh or Dartmoor Forest.

3rd PRIORITY

Any applicant from the Council's Housing Register.

DATED

7th October

1998

S 106 AGREEMENT (1)

relating to Land at
GR 700 879 to the rear of
Lamb Park, Chagford
in the County of Devon

DARTMOOR NATIONAL PARK AUTHORITY

- and -

SANCTUARY HOUSING ASSOCIATION

- and -

DAVID JOHN BOOTH

- and -

LINDA MARY BOOTH

THIS DEED is made the *seventh* day of *October* One thousand nine hundred and ninety eight BETWEEN DARTMOOR NATIONAL PARK AUTHORITY of Parke Haytor Road Bovey Tracey Devon TQ13 9JQ (hereinafter called 'the Authority') of the first part and SANCTUARY HOUSING ASSOCIATION of Sanctuary House The Rotunda 1 Old London Road Hertford SG13 7XP (hereinafter called 'the Association') of the second part and DAVID JOHN BOOTH and LINDA MARY BOOTH both of Tregenna Goring Road Oxon (hereinafter called 'the Owners') of the third part

WHEREAS:

- 1 This Deed relates to the land situate at GR 700 879 to the rear of Lamb Park, Chagford in the County of Devon as shown for identification purposes edged in red on Plan 1 annexed hereto (hereinafter called 'the Land')
- 2 The Association is the owner free from incumbrances of the freehold interest in that part of the Land shown edged in red on Plan 2 annexed hereto
- 3 The Owners are the owners free from incumbrances of the freehold interest in that part of the Land shown edged in green on Plan 2 annexed hereto
- 4 The Authority is the Local Planning Authority for land within the Dartmoor National Park and by whom this Agreement is enforceable
- 5 David John Booth has by planning application number 3/08/169/97/01 dated the first day of August One thousand nine hundred and ninety seven applied to the Authority for outline planning permission to erect on the Land a local needs housing development comprising of nine residential houses (hereinafter called 'the Development')
- 6 The Authority has at its meeting on the first day of December One thousand nine hundred and ninety five adopted the policies contained in the Dartmoor National Park Local Plan including a policy which allows in exceptional circumstances for low cost housing developments to accommodate local people to be permitted where a demonstrable need is to be met The adopted policy states inter alia that in all cases the Authority will need to be satisfied that there are secure arrangements to reserve the housing in question for defined

local needs both initially and on subsequent change of occupation for example through the involvement of a housing association village trust or similar body

- 7 The Authority is minded to grant planning permission for the Development provided that the Association and the Owners enter into the planning obligations hereinafter appearing in respect of their respective parts of the Land

NOW THIS DEED WITNESSETH as follows:

- 1 This Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 and all other powers enabling the Authority the Association and the Owners
- 2 Nothing in this Agreement shall be deemed to constitute a planning permission or approval
- 3 The Association and the Owners with intent to bind their respective parts of Land into whosoever hands the same may come hereby agree with the Authority for themselves and their successors in title to observe and perform the following planning obligations:
 - (i) Save where hereinafter otherwise provided to cause the Development to be carried out and thereafter at all times managed only by a registered social landlord registered with the Housing Corporation (hereinafter called 'the Registered Social Landlord') in accordance with the 'Housing Corporation's Performance Standards for Social Landlords' or any replacement thereof
 - (ii) Not at any time to cause or permit any unit comprised in the Development to be disposed of other than by way of letting as rented accommodation by an assured tenancy or other tenancy from time to time approved by the Housing Corporation
 - (iii) To ensure that any unit comprised within the Development is occupied at all times (initially and on any subsequent change of occupation) by a person (hereinafter called the 'Primary Occupier') who has previously been registered (or qualified to register) on the Housing Authority's Local Housing Register and who shall comply with the following criteria:

Category A

A person (or persons) with a need for suitable permanent housing with insufficient resources to obtain it through the payment of market prices namely:

Priority 1

Who have lived or been employed continuously in the Parish of Chagford (hereinafter called 'the Parish') for a minimum period of three years immediately prior to their application and have a strong local connection with the Parish either by birth or upbringing employment or similar circumstance If insufficient applicants arise from within Priority 1 then Priority 2 applies

Priority 2

Who shall satisfy the Registered Social Landlord that they have strong Parish connections and have resided in the Parish for a minimum continuous period of three years but have needed to move away from the Parish during the period of five years immediately prior to their application because of a lack of suitable affordable housing or who have been employed continuously or who have lived continuously for three years in immediately adjoining Parishes

Category B

Should the Registered Social Landlord be unable to nominate any person satisfying the requirements of Category A within a period of two months from the first full advertisement of a unit or such other shorter period of time as may be agreed in writing with the Authority it shall allocate the unit of accommodation to a person nominated within seven working days of being invited so to do by the Local Housing Authority of the Parish and having strong local connections

Any person qualifying under the Priorities automatically qualifies any person partnering them in occupancy

Should insufficient persons falling within either category A or B be available to fill every unit of accommodation following the period of seven working days referred to within this paragraph the Association and the Owners shall be free to allocate such unit or units to any person falling within the Registered Social Landlord's declared letting policy

- (iv) No unit comprised in the Development shall at any time be sold unless the disposal complies with the following criteria:
- (1) The disposal of the unit is required or (where the unit has been the subject of a prior disposal hereunder) has previously been required
 - (a) pursuant to any statutory provision now or hereinafter in force; or
 - (b) pursuant to the authorisation of the Housing Corporation under Section 9 of the Housing Associations Act 1996 (or any enactment amending or replacing the same); or
 - (c) by any mortgagee chargee or receiver appointed in respect of the Development or any part of parts thereof; or
 - (d) pursuant to an order of the Court; AND
 - (2) The disposal is:
 - (a) to a registered social landlord as defined in the Housing Associations Act 1996; or
 - (b) to a person who throughout the period of three years immediately preceding the disposal has had his only or principal home in the Parish or in the case of joint purchasers at least one of them has throughout the said period of three years had his only or principal home in the Parish; or
 - (c) by a mortgagee chargee or receiver pursuant to (1) (c) above which after the expiry of a period of three months has been unable to dispose of the unit in accordance with categories (a) and (b) above in which case the said mortgagee chargee or receiver shall be free to make such disposal on the open market and the provisions of Clause 3 will cease to

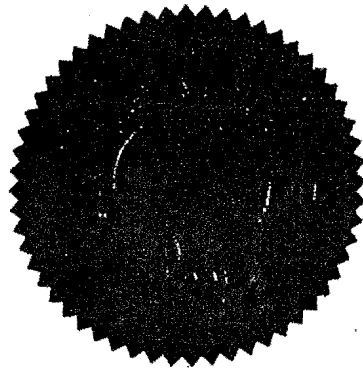
have effect in respect of any part of the Land sold pursuant to such power

(v) The Association and the Owners shall supply to the Authority (within two weeks of the Authority's written request so to do) such information as the Authority may reasonably require in order to determine whether the provisions of this Agreement are being observed

4 The Authority's reasonable legal costs arising from the preparation and completion of this Agreement shall be paid by the Owners

IN WITNESS whereof the Authority and the Association have caused their respective Common Seals to be hereunto affixed and the Owners have set their hands in execution as a Deed the day and year first before written

THE COMMON SEAL of)
DARTMOOR NATIONAL PARK)
AUTHORITY was hereunto affixed in)
execution as a Deed in the presence of:)

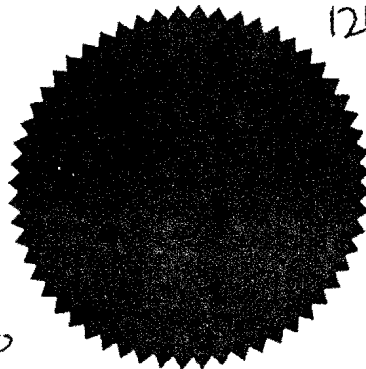


P. S. White

DEPUTY DARTMOOR NATIONAL PARK OFFICER

Document No DNPA 51

THE COMMON SEAL of)
SANCTUARY HOUSING)
ASSOCIATION was hereunto)
affixed in execution as a Deed)
in the presence of:)

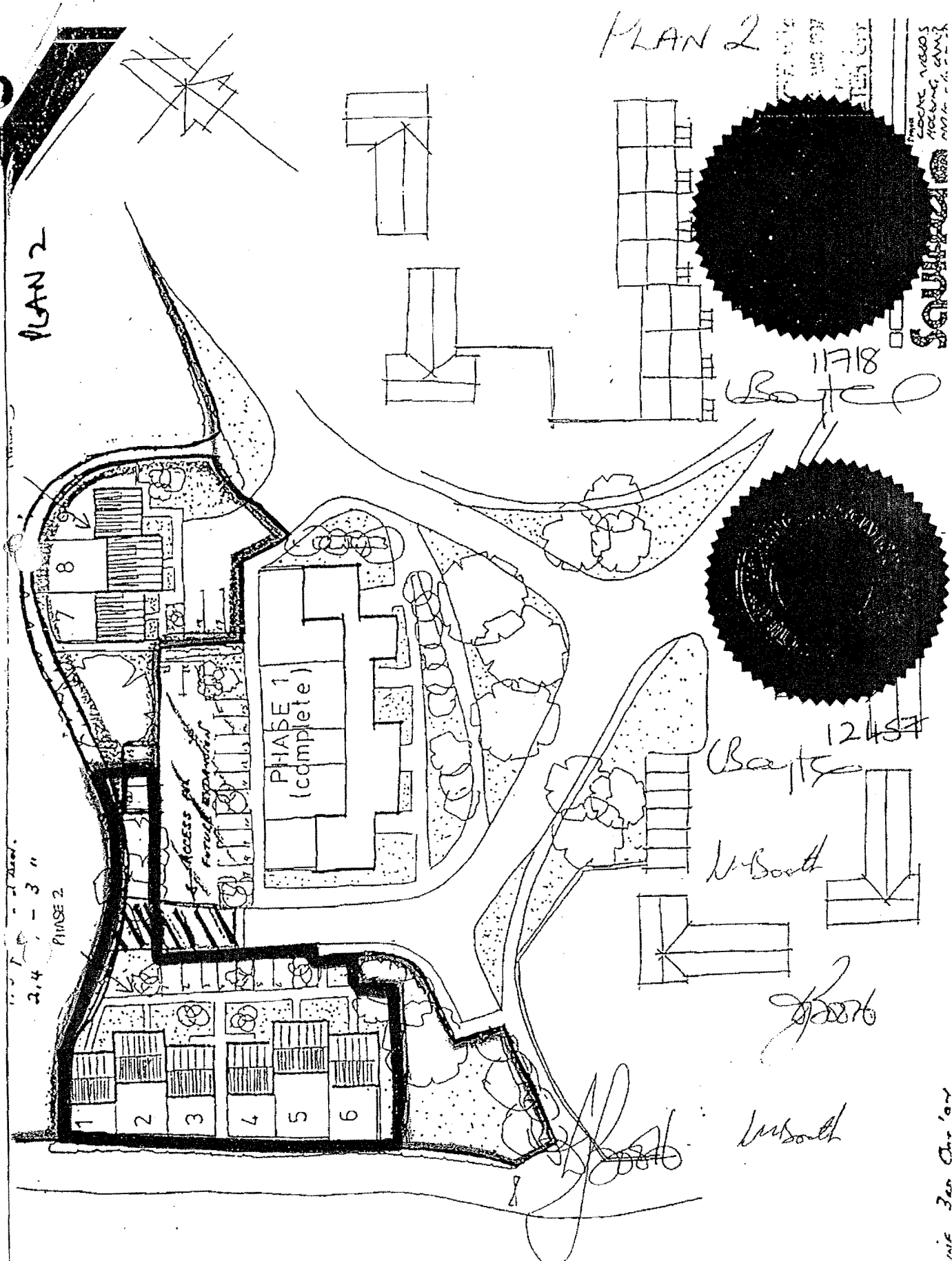


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[Signature]

PLAN 2

PLAN 2



2.4 - 3"
PHASE 2

PHASE 1
(complete)

Access for
future expansion

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SQUAW VALLEY
UNIVERSITY

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P. J. White

Outline 3rd Cir '69