S106

DISTRICT	MID SUFFOLK DISTRICT COUNCIL
LANDLORD	ORBIT
PARISH/VILLAGE	HAUGHLEY
SCHEME NAME	Redevelopment of MSDC properties
ADDRESS	**Windgap Lane and Bixby Avenue**
DATE	2008

TYPE OF S106	VILLAGE CONNECTION

DEED OF NOMINATION	PAGE No N/A

Dated 2nd November 2016

Deed of Nomination Rights

Between

ORBIT SOUTH HOUSING ASSOCIATION LIMITED

and

MID SUFFOLK DISTRICT COUNCIL

Relating to

Windgap Lane and Bixby Avenue, Haughley

Deed of Nomination Rights

THIS DEED OF NOMINATION RIGHTS is made the 2nd day of November 2016

BETWEEN:

(1) **ORBIT SOUTH HOUSING ASSOCIATION LIMITED (Exempt Charity)** whose registered address is at ~~Foy House 27-29 High Street Margate Kent CT9 1DL~~ Gordon Court, Harry Weston Road, Binley Business Park, Coventry CV3 2SU ('the RP') and

(2) **MID SUFFOLK DISTRICT COUNCIL** of 131 High Street Needham Market Ipswich Suffolk ('the Council')

Definitions

In this Deed:

1.1 "Affordable Rent Tenure' means housing made available by a Registered Provider as low cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent market rent

1.2 "the Gateway to Homechoice SLA" means the Service Level Agreement for the time being in force made between the RP and Others (1) and the Council and Others (2)

1.3 'Initial Let' means the first tenancy of such newly constructed and previously unoccupied Rented Unit

1.4 'Nomination List' means the Gateway to Homechoice Short List produced in accordance with the Gateway to Homechoice SLA

1.5 'Nominee' means a person named on the Gateway to Homechoice Short List who satisfies the Local Connection and is verified by the Council as best meeting the

criteria for the category of Rented Unit in respect of which the RP is to select a person from the Nomination List and offer a Tenancy Agreement

1.6 'Property' means the land at Bixby Avenue, Haughley shown edged red on the attached plan

1.7 'Gateway to Homechoice' means the Greater Haven Gateway sub-regional Choice Based Lettings system

1.8 'Local Connection' for the Rented Units which means an individual who will meet the following criteria immediately before taking up occupation of a Rented Unit:

1.8.1 had his only or principal home in the Parish of Haughley for a continuous period of not less than two (2) years and in the event that there are no or insufficient individuals qualifying for nomination under this sub-clause then nominations shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-clauses 1.8.2-1.8.4(inclusive)

1.8.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than two years in the parish of Haughley and wishes to be near that relative;

1.8.3 Is employed in the parish of Haughley on the date of the individual's nomination for a Rented Unit and has been continuously so employed for 2 years;

1.8.4 who during the period commencing from the date on which a Rented Unit to which such individual is eligible for nomination pursuant to this sub-clause becomes available (for the purposes of this sub-clause called "the Availability Date") can provide satisfactory written evidence to the Council of his or her former residency in the parish of Haughley for either (i) six months out of the preceding twelve months or (ii) three years out of the preceding five years and in either case such period of former residency shall end with the Availability Date

1.8.5 In the event that no person qualifying under the criteria set out in clause 1.8.1- to 1.8.4 (inclusive) is willing and able to accept the terms of an occupancy of one of the Rented Units and is identified at the relevant time then the aforesaid criteria shall be applied to a person who is in housing and need and references to the parish of Haughley shall be substituted for references to one of the following parishes (but in no order of preference):

- Woolpit
- Wetherden
- Bacton
- Old Newton
- Stowupland
- Onehouse
- Harleston
- Shelland

1.8.6 In the event that there is no person qualifying in the parish of Haughley or one of the other parishes referred to in clause 1.8.5 hereof then the nominees from elsewhere in the Mid Suffolk District who are on the housing register can occupy the Rented Units

1.9 'Registered Provider' means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept by the Homes and Communities Agency under chapter III of that Act

1.10 'Rented Units' means:~~[_____] x no. two bedroom (three person) bungalows~~

~~[_____] x no. three bedroom (five person) houses~~

2 x 1b2p bung
4 x 1b2p house
1 x 2b3p bung
5 x 2b4p house
2 x 3b5p house
2 x 4b6p house

[_____]

Leaveth up

and Rented Unit shall be construed to mean any one or more of the Rented Units

1.11 'Social Rent Tenure' means a Rented Unit which is to be let at no more than the relevant Target Rent and is let on the RP's standard form of letting in accordance with the terms of this Agreement by a Registered Provider

1.12 'Target Rent' the target rent for Mid Suffolk as published from time to time by the RP's regulator

1.13 'Tenancy Agreement' means tenancy agreement in a form prepared by the RP and containing terms which accord with the form of tenancy agreement being used by the

RP from time to time for either an Affordable Rent Tenure or Social Rent Tenure letting

1.14 'Vacancy Notice' means a written notice (in a form to be agreed between the RP and the Council within five (5) weeks from the date of this Deed) and given by the RP to the Council the function of such notice being the notification to the Council by the RP that the construction and fitting out of the Rented Unit is completed

1.15 'Void' means a Rented Unit which is vacant otherwise than as a result of the tenant having:

1.15.1 moved to other accommodation either by transfer or decant provided by the RP

1.15.2 moved to other accommodation under a reciprocal arrangement provided by another Registered Provider

1.15.3 temporarily left the relevant dwelling in circumstances where they are due to return.

1.16 'Void Notice' means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five (5) weeks from the date of this Deed) the function of such a notice being the notification to the Council of a Void

2 Enabling Provisions

This Agreement is made pursuant to the Local Government Act 1972 Section 111 and all other enabling powers

3 Procedure

The parties agree that the Gateway to Homechoice SLA procedure to which they are signatories shall apply to the nomination of persons in respect of the Rented Units

3.1 **Initial lets**

3.1.1 Initial Lets shall first be offered to any Council Tenant who was decanted from a dwelling on the Property so as to allow for the redevelopment of the Property

3.1.2 Initial Lets will be allocated where required to enable the decanting of existing Council tenants.

3.1.3 The RP shall give the Council as much notice as reasonably possible and in any event not less than eight weeks' written notice of the date when Initial Let units will be ready for occupation

3.1.4 The RP shall serve a Vacancy Notice upon the Council in respect of a Rented Unit not earlier than four (4) months prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation

3.1.5 In making any nomination the Council shall verify that such nominee is the nominee who best meets the criteria for the category of Rented Unit

3.2 **Voids**

3.2.1 Should any Rented Unit become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then and in each case the Gateway to Homechoice SLA procedure shall apply

3.2.2 For the avoidance of doubt and notwithstanding the other provisions of this Deed if it is not possible to fill any Void or complete any Initial Let with a nominee falling within the Qualifying Criteria within a reasonable time of the relevant vacancy occurring the RP shall be free to allocate

any person to the relevant Void/Initial Let that the RP is entitled to house in accordance with Gateway to Homechoice Allocations Policy.

3.3 **Provision of information and alteration of lists**

3.3.1 On 1 January 1 April 1 July and 1 October in each year the RP shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RP and the Council

3.3.2 The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

4 **Notices**

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served two (2) working days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

5 **Transfer to other Registered Provider**

The RP shall ensure that any Registered Provider to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Homes and Communities Agency under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council and Gateway to Homechoice contemporaneously completing the transfer of the Property

6 **Disputes**

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

7 Agreements and declarations

The parties agree:

7.1 Rented properties which are subject to Local Connection criteria may be under-occupied by up to one bedroom at the discretion of the Landlord in consultation with the District Council.

7.2 Any properties the subject of this Agreement designed or adapted for people with disabilities may be first offered to nominees who require such accommodation even where such nominee or nominees have a lesser Local Connection than other nominees who do not have disabilities

7.3 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers

7.4 The obligations contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

7.5 The obligations contained in this Deed shall not apply to any of the following persons:

7.5.1 A mortgagee chargee or receiver of the Property or any part or the RP who exercises its power of sale and any successor in title to such mortgagee chargee or receiver

7.5.2 A tenant who purchases a dwelling on the property pursuant to the Right to Acquire under the Housing Act 1996 or the Housing and Regeneration Act 2008 or the Preserved Right to Buy under the Housing Act 1985 or any other statute or provision whereby a tenant may purchase a dwelling on the Property and any successor in title to such person

In Witness whereof the parties have executed this Instrument as a Deed the day and year first before written

The **COMMON SEAL** of)
MID SUFFOLK DISTRICT COUNCIL)
was affixed in the presence of:)

The **COMMON SEAL** of)
ORBIT SOUTH HOUSING ASSOCIATION LIMITED (Exempt Charity))
was affixed in the presence of:)

~~Authorised Signatory~~

Director

~~Authorised Signatory~~

Company Secretary