

NOMINATIONS AGREEMENT 2023 BETWEEN
TUNBRIDGE WELLS BOROUGH COUNCIL AND
REGISTERED PROVIDERS WITH AFFORDABLE
AND SOCIAL RENTED HOUSING IN TUNBRIDGE
WELLS

[Tunbridgewells.gov.uk](https://www.tunbridgewells.gov.uk)



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This Nominations Agreement is made on (INSERT DATE) of (INSERT MONTH) (INSERT YEAR)
between (INSERT REGISTERED PROVIDER AND RP ADDRESS) (RP)

and

Tunbridge Wells Borough Council, Town Hall, Royal Tunbridge Wells, Kent, TN1 1RS

1. INTRODUCTION

- 1.1 Tunbridge Wells Borough Council is committed to providing housing options reducing housing needs and homelessness levels within the area
- 1.2 This document sets out the agreed terms and procedures for both TWBC and Registered Providers owning or managing affordable housing or those that may be built or purchased by the RP in the borough of Tunbridge Wells when making or receiving nominations of eligible households to take up occupancy of a vacant affordable housing property in the borough. This agreement applies to both general needs and sheltered housing but excludes supported housing which is subject to separate lettings arrangements.
- 1.3 Both agree to comply with and abide by this Nominations Agreement and the responsibilities contained or referred to within it
- 1.4 The Council is responsible for setting the Housing Allocation Scheme and monitoring the Nominations Agreement. Local authorities have a statutory responsibility to secure suitable accommodation for occupation by eligible homeless priority applicants. The Council also has a responsibility to ensure that reasonable preference for social housing is provided to statutorily defined categories of households in housing need. Registered Providers have a statutory duty to cooperate with the Council to discharge its homelessness duties and to cooperate to such an extent as is reasonable in offering accommodation to people with priority under the Council's allocation scheme.

2. AIMS AND OBJECTIVES

- 2.1 This Agreement is in line with the aims and objectives of the TWBC housing policy and specifically will set out
 - 2.1.1 To provide an effective, consistent and fair nomination process for the benefit of all applicants for housing within the borough of Tunbridge Wells,
 - 2.1.2 to ensure compliance with all relevant statutory and regulatory requirements
 - 2.1.3 to ensure effective liaison between parties in this agreement to achieve and maintain a transparent nomination process

3. NOMINATION PROCEDURE

- 3.1 The Nomination procedure sets out the arrangement of lettings between the council and the RP about the affordable housing properties owned by the RP within the borough of Tunbridge Wells
- 3.2 The RP will provide a minimum of 75% of true void general needs units that become available within the borough for nominations from the Housing Register
- 3.3 True Voids are general need properties within the entitlement of the LA as set out in the nomination’s agreement

Void Type	Description of Void Type
True Void	Newly Built or acquired property Died with no succession right Purchased property or rented privately Evicted or abandoned property Moved to another property, No reciprocal Permanent decant
Non-True Void	Transferred within own stock Temporary Move Mobility Scheme or Mutual exchange Moved through a reciprocal to another landlord

- 3.4 The percentage of RP properties made available to the LA as part of an agreement will differ depending on whether the property has been let before or whether there is a scheme-specific arrangement in place:

Type of Let	% of properties to be let via LA
First Let (new Builds)	100% of New Build properties
Relet	75% of Properties being relet

- 3.5 The percentage of true voids made available to the Council should be a variety of types and sizes of dwellings reflective of the property profile within the borough of Tunbridge Wells
- 3.6 Three out of every four re-let true voids properties will be provided by the RP for nomination to TWBC

- 3.7 In relation to 3.6, to ensure that properties RPs will be expected to provide three out of four true voids for each bedroom size property, i.e., 75% of two-bed units that become void will be made available to the council for nominations
- 3.8 If requested, the RP will provide a full breakdown of voids by size, type and location for the last financial year and indicate the properties used for their internal transfers.
- 3.9 Where appropriate a Local Lettings Plan will be used in accordance with TWBC's Allocation Scheme. The Local Lettings Plan outlines the nominations that will be requested; The generic LLP template is available from the Council at request.
- 3.10 LLPs will only be considered for the initial first lets on a new development scheme
- 3.11 For developments requiring an LLP, proceedings must commence at least 6 calendar months before completion to allow sufficient consultation to take place with Cabinet and Ward Members.

4. NEW BUILD DEVELOPMENTS

- 4.1 TWBC as the strategic housing authority, supports Registered Provider developments and in return receives an agreed percentage of nomination rights to the new homes
- 4.2 New developments will be subject to planning obligations set out in the Section 106 agreement which must be complied with. Registered Providers must submit requested information to reassure that the planning obligations in respect of affordable housing are met.
- 4.3 Individual Section 106 planning agreements may vary slightly but the relevant Section 106 planning agreements must be complied with in all circumstances when allocating property on a specific site.
- 4.4 In relation to Policy H5 the tenure provision for on-site affordable housing should be that 60% is provided as social rented tenure and 40% as intermediate tenures or other affordable routes to Low-cost homeownership, subject to consideration of any subsequent local policy.

5. Intermediate and Low-Cost Home Ownership Schemes

- 5.1 The Helptobuy application facility administered by Homes England, ended April 2023 and providers of Intermediate and Low-Cost Home ownership schemes are responsible for ensuring that the eligibility criteria are met for any applications
- 5.2 The Eligibility Criteria should include the following.
- Applicants Must be at least 18 years of Age
 - Total annual household income must be less than £80,000

- Applicants are not able to afford a home, where a home is owned, they must be actively in the process of selling/relinquishing their existing home
- Applicant must not have existing mortgage or rent arrears
- An Affordability/Credit check should be administered

5.3 Unless stated otherwise within the section 106 planning agreement, priority for intermediate and low-cost home ownership schemes should be given to applicants with a local connection to Tunbridge Wells. Further cascades may be considered once adverts for the unit(s) have been placed for a minimum of six weeks on the free-to-list shared ownership site www.Sharetobuy.com and no registered interest from Tunbridge Wells applicants have been determined

5.4 Local Lettings Plans may apply to Intermediate and Low-Cost Home Ownership Schemes which will be defined in the section 106 agreement.

5.5 Register Providers must ensure that applicants are eligible for intermediate and low-cost home ownership schemes throughout the entire acquisition process i.e., intermediate rent to shared ownership.

6. ADVERTISEMENT

6.1 Vacant general need properties will be advertised through the Council's Choice Based Lettings site, Kent Homechoice. Those registered providers who are Kent Homechoice partner members will have access to upload the vacant property details as ready to be advertised.

6.2 The Council will choose whether the property will be advertised for Homeseekers, Transfers or both, and which band will be given priority. The Council will advertise the property within one working day of it being uploaded as ready to advertise.

6.3 Non-partner RPs can provide vacancy details in an advert proforma, which will be uploaded by the Council to advertise. A copy of the proforma can be obtained by contacting allocations@tunbridgewells.gov.uk.

6.4 Properties will be advertised for a minimum of six days, and the shortlist will close at midnight on the final day of advertising.

6.5 All adverts placed on the Choice based letting system are intended to be an accurate description of the property and include any alterations that have been made to assist independent living. Any advert that does not accurately reflect the property will be withdrawn and re-advertised.

- 6.6 Properties must be available for occupancy within 4 weeks of the end of the cycle in which the advert is placed. If this is not the case, the property will have to be withdrawn and re-advertised.
- 6.7 If there will be a delay of no more than 2 weeks after this date i.e., 6 weeks after the cycle in which the advert has been placed, it is at the discretion of the Housing Allocations Team Leader as to whether the property should be withdrawn and re-advertised.

7. SHORTLISTING

- 7.1 Once the closing date for bids has passed a shortlist of interested applicants is drawn up on the choice-based letting system. The shortlist will identify the order of applications that have registered bids on a property based on the banding and effective date of the application.
- 7.2 Adverts will specify any additional criteria and applicants who do not meet these will not be shortlisted or will be bypassed,
- 7.3 Applicants also may be overlooked in certain circumstances for example if they have rent arrears or there has been anti-social behaviour.
- 7.4 The RP will be responsible for reviewing and resulting applications from the allocation shortlist.
- 7.5 If the bidding or nomination shortlist has been exhausted, the property will be re-advertised.
- 7.6 The council is also able to directly nominate applicants for a property in limited circumstances

8. GROUNDS FOR REFERRING A NOMINATION BACK TO THE COUNCIL

- 8.1 The registered provider may refer an application back to the council where:
- 8.1.1 The applicant is unable to provide proof of identity or right-to-rent documentation.
 - 8.1.2 The applicant is unable to provide documentary evidence that they have the ability to pay the rent for the home either via their resources or entitlement to Housing Benefit
 - 8.1.3 The applicant has significant rent arrears owed to a previous landlord, has not established a formal agreement for repayment and is not making regular payments under the terms of that agreement.
 - 8.1.4 The applicant is unable to conduct or sustain an independent tenancy agreement and support is not yet in place.

- 8.1.5 There is a proven history of ongoing and serious anti-social behaviour
- 8.1.6 Any other reason detailed by the RP published allocations policy

9. GROUNDS FOR REJECTING A NOMINATION

- 9.1 The RP maintains the right to reject a nomination from the Council if it can be demonstrated by the RP that the nominee would be an unsuitable tenant for the particular property, they have been nominated on one of the following grounds:
 - 9.1.1 The Council has provided incorrect information about the applicant significant enough to make the applicant unsuitable as a tenant
 - 9.1.2 The RP has uncovered additional undeclared information about the applicant significant enough to make the applicant unsuitable as a tenant
 - 9.1.3 There is an identified S106 agreement or lettings plan and the applicant does not meet the criteria
 - 9.1.4 The RP has undertaken an Affordability Assessment (standardised procedure within the provider's policy) and deemed the property to be unaffordable.
 - 9.1.5 Any other reasons detailed by the RP's published allocation policy which should be made available to the council and public via the RP's website prior to advert cycles
- 9.2 If a nominee does not attend a viewing or appointment without reasonable notice or it will be classed as a refusal unless the RP has been advised beforehand.
- 9.3 Where there is a disagreement between the parties to this Nominations Agreement the RP would be required to provide to the Council a written justification of their reasons for refusing the nominee.
- 9.4 If the Council does not accept the reasons for rejecting the nominee, the decision will be referred to management level for a mutual decision to be reached between the Council and the RP within 7 days
- 9.5 If a mutual decision cannot be reached at the management level, the case will then be referred on for a mutual decision to be made between the Housing Services Manager at the Council and the equivalent senior management level at the RP. The property should be held pending the decision although subsequent nominations can be provided in anticipation. The timescale for senior management decisions is 7 days.

10. MONITORING & REVIEWING

- 10.1 The RP will inform the Council when a nominee has accepted an offer of accommodation and has commenced their tenancy; this should be documented on the choice-based letting system by the organisation that listed the advert.
- 10.2 The RP should complete the Affordable Housing Stock Return Form
- 10.3 The Council may request additional information for clarification and/or may arrange an additional meeting to discuss matters of concern with a Registered Provider, regarding submitted data
- 10.4 Where a Registered Provider has not met the agreed percentage of nominations within any six-month period, it is expected that this percentage will be made up by an increased number of properties being made available to the Council for nomination in the following six-month period, or as agreed by the Council.
- 10.5 Both parties will maintain records to monitor the effectiveness of the Agreement
- 10.6 This Agreement will be reviewed on an annual basis by both parties and any amendments to the agreement should be made in writing & agreed upon by both parties
- 10.7 Should either party wish to terminate this agreement, they must give the other party six months' written notice.

11. EQUAL OPPORTUNITIES

- 11.1 The Council and all parties to this agreement are committed to advancing equality and ensuring that services are accessible, provided fairly and meet the needs of those who require them most.
- 11.2 In managing the allocation function, the Council and all Registered Providers must ensure that they comply with the Equality Act 2010

12. DATA PROTECTION

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK

- 12.2 The parties acknowledge that for the Data Protection Legislation, the Council is the data controller, and the Registered Provider is the data processor.
- 12.3 Without prejudice to the generality of clause 11.1, the Council will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to the Registered Provider for the duration and purposes of this agreement.

13. DEFINITIONS and INTERPRATATION

- 13.1 In this Agreement where the context admits the following expressions shall have the following meanings:
- 13.1.1 **Affordable Housing** includes social rented, affordable rented and intermediate housing, (including housing that provides a subsidised route to homeownership) provided to specified eligible households whose needs are not met by the market. It can be a new-build property or a private sector property that has been purchased for use as an affordable home.
 - 13.1.2 **Affordable Rented Housing** shall mean properties that are provided by registered providers and are subject to control that requires the level of rent to be no more than 80% of the local market value
 - 13.1.3 **Allocation Scheme** means the Borough Council's published scheme of allocations presently contained in the Borough Council's document entitled "Housing Register Allocations Policy 2013" (as amended in March 2016) or any amendment update or variation thereto or any subsequent replacement thereof
 - 13.1.4 **Allocation Scheme Housing Register** means the allocation scheme record list of eligible applicants in Housing Need
 - 13.1.5 **Agreement** – Shall mean this Nominations Agreement
 - 13.1.6 **Borough of Tunbridge Wells** shall mean the local authority administrative area of Tunbridge Wells as defined within the Local Government Act 1972 or any successor Act or Order
 - 13.1.7 **Choice-Base Lettings (CBL)** - shall mean the allocations policies and procedures the Council has adopted which incorporate an advertising scheme under the Communities and Local Government Code of Guidance for local housing authorities or as set out in any subsequent guidance or legislation about the allocation of accommodation.

- 13.1.8 **Decant** - Shall mean that the property is due to become uninhabitable due to improvement repair or other work
- 13.1.9 **Dwellings** - The accommodation is the subject of or intended to be the subject of the Tenancy Agreements.
- 13.1.10 **General Needs-** shall mean housing that is available to the TWBC Allocation scheme Housing register not purpose-built, adapted or managed for a particular client group such as
- 13.1.11 **Nominee** – shall mean a suitable applicant (having met the requirements of the Care Act 2014 assessment and the Housing Application) who has been nominated by the CCG.
- 13.1.12 **Registered provider (RP)** - shall mean a private provider of Affordable Housing which is designated in the register maintained by the Regulator or Social Housing or any similar future authority carrying on substantially the same regulatory or supervisory functions under section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under sub-sections 115(1)(a) or 278(2) of the Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008
- 13.1.13 **Section 106** – shall mean a planning agreement between a developer and a local planning authority about measures that the developer must take to reduce their impact on the community.
- 13.1.14 **Sheltered Housing** - sometimes referred to as sheltered accommodation, shall mean a housing type specifically designed for older or disabled people to allow them to live independently. It usually consists of self-contained flats with communal facilities. It is usually only available to those aged 55 and over, but age restrictions can range
- 13.1.15 **Social Rented Housing** – shall mean housing owned by RPs for which guideline target rents are determined through the national rent regime. It may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the Council or with the Homes and Communities Agency.
- 13.1.16 **Tenant** - shall mean a Nominee who has entered into a Tenancy Agreement with the Landlord following nomination.
- 13.1.17 **TWBC-** Shall refer to Tunbridge Wells Borough Council

14. SIGNED DECLARATION BETWEEN TUNBRIDGE WELLS BOROUGH & RP

Author name: Tobi Phillips

Position: Affordable Housing & Enabling Officer

Tunbridge Wells Borough Council has read and fully understands the Nominations Agreement and Nominations Procedure. Tunbridge Wells agrees to work in partnership with the Registered Provider and honour the Nominations Agreement and Nominations Procedures. Where any disputes occur we will address and resolve them at the next available meeting between parties.

TWBC Representative signature:

Print name:

Position:

Date:

The Registered Provider has read and fully understands the Nominations Agreement and Nominations Procedure. The Registered Provider agrees to work in partnership to honour the Nominations Agreement and Nominations procedure. Where any disputes occur, we will address and resolve them at the next available meeting between parties.

Registered Provider:

RP Representative signature:

Position:

Print Name:

Date: