

## **APPENDIX 5**

### **Draft Leaseholder and Freeholder Offer for Regina Road for Consultation**

#### **1. Introduction**

##### **The options available to leaseholders and freeholders on LB Croydon Estates**

This draft offer draft offers designed for leaseholders and freeholders who own a property on the Regina Road Estate which is affected by the need to refurbish or demolish and redevelop at the site.

This is a special status which has been given to an estate because it has specifically been identified as needing refurbishment or redevelopment due to its current poor condition, which falls below the Government's Decent Homes Standard.

In the event that, following statutory consultation, the decision is taken to demolish and redevelop on the site of the Regina Road Estate, Croydon Council will need to purchase your property before any redevelopment can proceed. This draft offer draft offer sets out the financial compensation and general assistance you will receive from the Council if your property is identified for demolition. This draft offer also outlines the Council's overall proposed approach to acquiring your property and the options available to assist you to find a new home.

We understand that having to sell your home to the Council can be an unsettling experience. We hope that the information set out here will reassure you about the process and the options available to you. Whatever your preferred option is, we aim to make the purchase of your home and your move from it easy and stress-free as possible.

Based on the experience of leaseholders and freeholders where the Estate Regeneration Programme has already started, as well as feedback from local residents, the Council has sought to improve the options available to affected leaseholders and freeholders so that any future proposed development in the local area maximises the benefits to local people.

No party (either the Council or any leaseholder) is financially better or worse off as a result and leaseholders should not be financially disadvantaged by the regeneration.

We know that the draft offer cannot cover every eventuality, and provision needs to be made to ensure there is sufficient flexibility to address the personal circumstances of affected leaseholders. The principles set out in this draft document therefore set out the general approach. Where cases fall outside the draft offer, the Corporate Director of Housing will consider leaseholders' and freeholders' individual circumstances on a case-by-case basis based on the principles set out in this document.

## **2. Who does the draft offer apply to?**

This draft offer applies to all resident and non-resident leaseholders or freeholders on the Regina Road Estate who are going to be affected by proposals to refurbish or demolish and redevelop at the Estate.

For the purposes of this draft offer a resident leaseholder or freeholder (hereafter referred to as resident leaseholders) is one that has been in occupation of the property as their only or main home for at least one year preceding the date of the Notification Letter from the Council setting out its intention to acquire the property. A non-resident leaseholder is one that does not meet this criteria.

The entitlement for non-resident leaseholders or freeholders (hereafter referred to as non-resident leaseholders) differs slightly from resident leaseholders and is set out in section 5.

If your property is earmarked for a later phase of a regeneration scheme and you wish to sell your property, for whatever reason, the Council will consider purchasing your home at an earlier stage. This is referred to as an Early Buyback.

## **3. When will my home be purchased?**

In the event that a decision is taken to demolish and redevelop on the Regina Road Estate, and this will impact on your property, the Council will share timescales for the redevelopment at the earliest opportunity in order to help you plan. Redevelopment of larger estates is often organised on a phased basis. This means that properties are redeveloped in accordance with a programme, which is agreed (wherever possible) at the beginning of the scheme. This will be fully explained to leaseholders and freeholders during the consultation process.

Whilst the Council will endeavour to adhere to the agreed programme, please note that multi-phase developments planned over many years will almost inevitably encounter unforeseen events that can either delay or require changes to the original programme or lead to a re-ordering of phases. The Council will communicate any material change to the programme, if necessary, as soon as possible.

## **4. The purchasing process**

This section outlines the Council's overall approach to purchasing your property and the options available for both resident and non-resident leaseholders. This is subject to the outcome of statutory consultation which will indicate whether refurbishment or demolition and redevelopment is the most appropriate option for the Regina Road Estate.

### **4.1 Consultation**

#### **Notification Letter**

At the start of the redevelopment process (or relevant redevelopment phase for larger projects) that affects your home, officers from the Council will seek the necessary approvals to commence the purchasing of leaseholders' or freeholders' properties. Once these approvals are in place leaseholders or freeholders will be sent a Notification Letter. This will set out the Council's intention to purchase your property and will invite you to an initial meeting.

## **Meeting**

At this initial meeting the redevelopment proposals will be shared with all leaseholders and freeholders. Council officers will explain how leaseholders and freeholders will be affected and will explain the purchase process, the options available to leaseholders and freeholders, and the assistance and support that can be provided for the Regina Road Estate.

## **One-to-one meeting**

Each leaseholder and freeholder will be invited to an individual meeting with a Council officer from the Regeneration Team to discuss your case and to answer any questions that you may have about the process.

The aim of the meeting is to provide clear information about what you can expect from the purchase process and to discuss the options available to you. The Council is committed to ensuring that all residents are treated fairly and equally, have confidence in the process, and receive a high level of service.

At this point you should advise the Council officer whether you are a resident or non-resident leaseholder. If you are a non-resident leaseholder, it is important to note that the Council is under no formal obligation to rehouse either your tenant or any other occupant in the property, and the purchase will only be concluded with vacant possession of the premises provided by you. Further information about the entitlements for non-resident leaseholders is detailed in section 5.

The Council understands that the purchase process can be a difficult time, so you are free to request further meetings with the Council officer to discuss any queries or issues you may have. Where possible and reasonable, the Council officer will make themselves available for meetings outside of normal working hours.

## **4.2 Valuing**

After the consultation stage a surveyor acting for the Council will arrange to visit you and carry out a valuation of your home. Following this visit, the surveyor will send you a written offer for your home. This will be the market value of your property.

The surveyor considers the following matters in assessing the market value of your property:

- The internal condition

- The location of the property and amenities within the area such as transport links, shops, and services
- The housing market in the immediate area, including recent completed sales prices of similar ex-local authority properties in areas nearby of a similar age and condition
- Anything else that in the reasonable opinion of the valuer has a material impact on the value of the property

Please note that valuations are not based on website estimates or estate agent asking prices, but instead on actual completed sales recorded at the Land Registry and the professional assessment of the Council's surveyor, as above.

The written offer will also include details of the compensation to which you are entitled. Please see Section 5 for further information regarding compensation. The valuation is valid for a three-month period from the date of the valuation letter, although this period can be extended with the agreement of both parties.

### **Market value**

The definition of market value, as prescribed by the Royal Institute of Chartered Surveyors, is, in short, the price at which the property would change hands between a willing buyer and a willing seller. This means an assumption that neither the buyer nor the seller are under any compulsion to buy or to sell, and both have a reasonable knowledge of the relevant facts. The Council's offer will be at the market value.

### **What should I do if I disagree with the Council's valuation?**

If you disagree with the Council's valuation of your home, you are encouraged to obtain your own valuation completed by an independent chartered surveyor. If you decide to obtain your own valuation, there will be costs attached. The Council will pay a reasonable amount to cover these costs. The surveyor you choose should be completely independent of the Council and must be a member of the Royal Institution of Chartered Surveyors (RICS).

More information about appointing a surveyor can be found on the RICS website ([www.rics.org](http://www.rics.org)), by contacting them on **024 7686 8555**, or by email at [contactrics@rics.org](mailto:contactrics@rics.org)

### **Expert Determination**

After a period of negotiation, if the valuations of the Council's surveyor and your surveyor differ and there is no prospect of the two surveyors reaching agreement, then with your written agreement the Council may choose to make an application to the RICS for an independent expert to carry out a determination of market value.

Whilst the RICS will determine the identity of the expert, the Council will agree the form of application to the Dispute Resolution Service with you, and there will be the opportunity to tell the RICS if there are any firms that we know to be conflicted. If the Council seeks to pursue this option, you will be asked to speak to your surveyor to confirm that they would be happy to participate in the Expert Determination as they

may need to undertake some additional work to assist the process. The Council will reimburse their additional reasonable and proper costs in relation to this. The outcome of the Expert Determination is not legally binding.

Where necessary, this process will be followed in respect of valuations for existing properties. In relation to existing properties if a higher value than its current offer is determined as a result of the Expert Determination, the Council commits to pay the higher amount. If a lower value is determined, the Council will honour its existing higher offer.

### **4.3 Compulsory Purchase**

If agreement is not reached either through negotiation or by the Expert Determination process, then the Council will seek to proceed with the purchase of your home through use of a Compulsory Purchase Order (CPO). This will be a last resort for the Council as our preference is always to reach an agreement with you through negotiation wherever possible.

Due to the amount of time a CPO takes to put in place and the importance of the refurbishment or redevelopment of the Regina Road r estate proceeding the Council will start preparing for a CPO once the consultation phase has commenced. This will be explained to you during the consultation phase. If we are unable to agree a price for your property by the time the Council needs possession of your home, we will write to you about using our powers of compulsory purchase to take possession of your property. In this scenario, and where the Council has implemented a CPO, either party is able to apply to the Upper Tribunal (Lands Chamber) to determine compensation. This is an independent judicial body set up by the Government to resolve disputes concerning property issues.

The tribunal has the powers of a court of law equivalent to the High Court but is intended to be a more informal, less expensive, and faster route to resolving property disputes. If an appeal is necessary on a point of law, then the decision lies with the Court of Appeal. Cases are usually heard by a single member, but in certain circumstances they may be heard by two or even three members. The decision of the Upper Tribunal (Lands Chamber) and, if necessary, the Court of Appeal is final. The value agreed by the Tribunal is the value you will receive for your home, with no further negotiation or right of appeal, and this could be higher or lower than the Council's offer.

Leaseholders and freeholders should be aware that the Upper Tribunal (Lands Chamber) determines who should pay the costs of the tribunal. This cost can be charged to you personally in some cases. You are strongly advised to seek legal advice in this respect.

In circumstances where a CPO is implemented, you are entitled under the law to request an advance payment of compensation. We recommend that you seek legal advice regarding this process if necessary.

The level of advance payment will be 90% of the Council's estimate of the market value of your property. Please note that if a property is mortgaged the Council is required to retain sufficient funds to discharge that mortgage and cannot make an advance payment if the mortgage(s) are 90% or more of the Council's valuation.

We will also seek to make you a proportional Home Loss or Basic Loss payment at the same time as your advance compensation is paid, if you are entitled to this.

## **5. Entitlement to compensation**

As it is the Council that wants to buy your property, it is important that you are reimbursed for any relevant and reasonable costs that you incur as a result. This section details what you as a leaseholder or freeholder are entitled to from the Council in terms of compensation. The type of compensation you are entitled to depends on your circumstances and whether you are a resident or non-resident leaseholder. There are different types of compensation you may be entitled to, and it is therefore recommended that you seek legal advice.

### **5.1 Compensation for resident leaseholders**

#### **Home Loss Payment**

A Home Loss Payment is an additional sum of money that you are legally entitled to if you are being compelled to leave your home in certain circumstances, such as a result of a regeneration scheme. This payment is in addition to the payment of the market value for your home. It is designed to compensate you for the inconvenience, stress and upset caused by the move.

You are entitled to 10% of the market value of your home, with a minimum payment and maximum payment. These payments levels were last set in July 2022 and, as they are set by Government, may change from time to time.

You will also be required to provide sufficient proof that you have owned and lived in the property for at least a year in the form of bank or mortgage statements, council tax statements, utility bills etc. The Council may carry out other checks to ensure that those who claim to be resident leaseholders actually are.

The Home Loss Payment is paid when the Council completes the purchase of your home (or you will receive a proportional Home Loss Payment at the same time that the Council makes an advance payment of your compensation, if that is what you have requested – see Section 4.3 above).

## **Disturbance Payment**

A Disturbance Payment is additional compensation that you may be entitled to, which is designed to compensate you for certain costs that you may incur as a result of having to move home.

Some of the items that may be claimed are listed below, although this is not an exhaustive list:

- Removal costs
- Special adaptations to the replacement premises, e.g. for those with disabilities
- Altering soft furnishings and moveable fittings and fixtures to fit your new home
- Disconnection and reconnection of services (gas, electricity, telephone etc.)
- Redirecting mail (for one year only)
- Carpet alterations
- Curtain alterations
- Disconnection and reconnection of appliances (e.g. washing machines, cookers)

It is important that you keep a detailed record of the costs incurred in connection with the move. In order for the Council to reimburse you for these reasonable costs, you are required to provide the Council with receipts for all reasonable costs. It is important to get a receipt or pro-forma invoice from the companies that you use to carry out any works or services that you wish to seek reimbursement for.

In order to claim costs owed to you, you must use reputable companies that will provide genuine receipts and invoices stating the following information:

- Their VAT Number
- Company headed paper
- Contact details
- Company registration details
- Date
- Invoice number
- Description of services provided
- Invoice total

If any items that you wish to claim for are over £500, the Council will require three quotes from reputable companies to ensure that value for money is achieved. For works or services over £500, the Council will need to approve all payments in advance of the work being commissioned.

If you require help in making upfront payments please contact the Council, who may be able to assist.

## **Additional costs incurred in selling your home and/or purchasing another property**

In addition to Home Loss and Disturbance Payments, you can also claim for reimbursement of legal and/or surveyor's costs you incur that are linked to the sale of your current property and (where relevant) the purchase of your new home and to

the extent that these costs have not already been taken into account as part of other payments. These costs may include, for example:

- Legal (conveyancing) fees arising from the sale of your home to the Council and the purchase of a new property
- Stamp Duty Land Tax (relevant to the value of your existing property)
- Surveyor's fees arising from the acquisition of a replacement property
- Survey fee and costs in connection with the redemption/transfer of an existing mortgage or raising a new one

Once you have found a solicitor and/or a surveyor you will need to obtain a quotation from them and provide a copy of this to the Council for approval. Please make sure that your surveyor and/or solicitor knows that they will only be paid at the end of the process, once the sale has been completed.

You should note that it is your responsibility as leaseholder to prove to the Council that any claims for compensation you make are reasonable and have been incurred directly as a result of the Council acquiring your property. In practice this is likely to involve the provision of proper receipts and the prior agreement of costs where appropriate.

If you are unsure about any payments or invoices you receive from suppliers, we strongly recommend that you speak to the Council before you make any payment or commitment to a company. If you are unsure about any payments or invoices you receive from suppliers, we strongly recommend that you speak to the Council before you make any payment or commitment to a company.

The Council will also reimburse you for any other relevant costs as set out in the relevant Ministry of Housing, Communities and Local Government guidance to the extent that these costs have not already been taken into account as part of other payments.

## **5.2 Compensation for non-resident leaseholders**

### **Basic Loss Payment**

A Basic Loss Payment is an additional sum of money that you may be entitled to if you are being compelled to sell your property in certain circumstances, such as a result of a regeneration scheme. This payment is in addition to the payment of the market value for your property. As a non-resident leaseholder you are entitled to receive 7.5% of the market value of your property, or a maximum payment of £75,000, whichever is the lower. Please note these amounts are set by central government and may change from time to time.

You must have owned the property or been a tenant for at least a year to qualify. You must make a claim for a Basic Loss payment in writing to the Council.

## **Additional costs incurred in selling your property and/or purchasing another property**

In addition to a Basic Loss Payment, you can also claim for reimbursement of legal and/or surveyor's costs you incur that are linked to the sale of your current property and (where relevant) the purchase of a new property and to the extent that these costs have not already been taken into account as part of other payments. These costs may include, for example:

- Legal (conveyancing) fees arising from the sale of your home to the Council and the purchase of a new property
- Stamp Duty (relevant to the value of your existing property – see Appendix 4.5 below)
- Surveyor's fees arising from the acquisition of a replacement property
- Survey fee and costs in connection with the redemption/transfer of an existing mortgage or raising a new one.

Once you have found a solicitor and/or a surveyor you will need to obtain a quotation from them and provide a copy of this to the Council for approval. Please make sure that your surveyor and/or solicitor knows that they will only be paid at the end of the process once the sale has been completed. You should note that it is your responsibility as leaseholder to prove to the Council that any claims for compensation you make are reasonable and have been incurred directly because of the Council acquiring your property.

In practice this is likely to involve the provision of proper receipts and the prior agreement of costs where appropriate.

If you are unsure about any payments or invoices you receive from suppliers or what costs will be met by the Council, we strongly recommend that you speak to the Council before you make any payment or commitment to a company.

The Council will also reimburse you for any other relevant costs as set out in the relevant Ministry of Housing, Communities and Local Government guidance to the extent that these costs have not already been taken into account as part of other payments.

## **6. Your new home options**

### **6.1 Resident Leaseholders**

Many leaseholders will wish to make their own arrangements when they have agreed a valuation for their existing property and simply purchase a new home on the open market without any further involvement from the Council. However, if you are a resident leaseholder the Council can offer you options which are designed to allow you to stay on the estate.

We recognise that each freeholder or leaseholder will be unique in both their choice of where to move and in their personal situation. We can help you explore the option/s that best suit you and provide you with support.

In the first instance the offer of taking up one of the options below and moving to a new home will be offered to in phase leaseholders on the same estate. Once the Council has received notification from all in-phase leaseholders on that estate who wish to take up one of the options for a new home, the Council will make an assessment of whether there are any 'surplus' properties available that can be offered to other leaseholders (please note that in-phase leaseholders will not be allowed to defer their move to a new property in a later phase of the regeneration if suitably sized new homes are available in the current phase). If the Council decides that this is the case then these 'surplus' homes will be offered in accordance with the priority criteria as set out in The Local Lettings Plan

## **Housing Options**

- A) Open market purchase
- B) Shared equity
- C) Shared Ownership

### **A: Open Market Purchase**

This option is the straightforward purchase of your property for the agreed market value. When leaseholders reach agreement with the Council regarding their valuation and compensation payments, they will then make their own arrangements to find a suitable new home.

### **B: Shared Equity**

If the market value of your current property is less than the market value of a new similar sized (by bedrooms) or smaller property and you are unable to afford the difference (as per option B) then the option of shared equity will be offered to you. In order to be eligible for this option you will be required to invest the full market value of your existing property into the purchase of your new home. This will buy a proportion of the equity of the new property.

The Council will retain the remaining unpurchased proportion of the equity of the property. This remaining proportion can be purchased by you at its market value at any future point. No rent is charged on the unpurchased proportion.

Key information for this option includes:

- Your existing property will be valued by the Council in accordance with Section 4.2.
- You will select one of the available new build properties on the estate of a similar size (by bedrooms) or smaller and this will be valued by the Council.
- Any planned maintenance contributions not covered by the service charge will be charged as per the terms and conditions of the lease. You will be responsible for 100% of these costs irrespective of the proportion of equity you own in the new property.

- You will be notified of the estimated annual service charge. You will be responsible for 100% of these costs irrespective of the proportion of equity you own in the new property.
- You will have the normal rights and responsibilities of a full owner-occupier.
- The length of lease will be 125 years.
- You will be able to sub-let the property with written permission from the Council.
- There is no minimum stake that you would need to purchase in order to qualify for shared equity.

However, you are required to invest the full market value of your existing home in order to be eligible for this option.

- The proportion of equity that you own in the new property is recorded on the lease.
- You do not have to pay any rent on the unpurchased proportion of the property.
- You can increase the proportion of equity you own in the new property up to 100% in accordance with the provisions of the lease. This is known as staircasing.
- Provided you have not staircased to 100% ownership of the property, assignment (at nil value) of the property can only occur once, after which the unpurchased proportion of the property must be acquired from the Council at market value.
- If the new owners choose not to acquire the unpurchased proportion at this point then the Council will exercise its right of pre-emption and acquire their proportion of the property from them at market value.
- The single succession to or single assignment (at nil value) of the property can be to whomever the leaseholder chooses.
- Prior to the single assignment (at nil value) of or succession to the property, if you wish to sell the proportion of equity that you own in the new property then the Council will exercise its right of pre-emption.

### **C: Shared Ownership**

Shared ownership is a part-buy, part-rent scheme under which you own a proportion of the property and pay a rent on the unpurchased proportion, which is retained by the Council.

If you choose, for whatever reason, not to invest the full market value of your current property (or the maximum that you can afford to – please see Section 6.3), then you will be offered the shared ownership option. After an initial period, you will have the right to purchase additional proportions of equity in the property up to 100% in accordance with the provisions of the lease. This is known as staircasing. If you increase the proportion of equity you own in the new property, the amount of rent you pay will decrease.

If you purchase 100% of the equity in the new property, then no rent will be payable. Key information for this option includes:

- Your existing property will be valued by the Council in accordance with Section 4.2.
- You will select one of the available new build properties on the estate and this will be valued by the Council.
- You will be notified of the estimated annual service charge. You will be responsible for 100% of these costs irrespective of the proportion of equity you own in the new property.

- Any planned maintenance contributions not covered by the service charge will be charged as per the terms and conditions of the lease. You will be responsible for 100% of these costs irrespective of the proportion of equity you own in the new property
- The length of lease will be 125 years.

You will have the normal rights and responsibilities of a full owner-occupier.

- You will be able to sub-let the property with written permission from the Council.
- The proportion of equity that you own in the new property is recorded on the lease.
- You can increase the proportion of equity you own in the new property up to 100% in accordance with the provisions of the lease. This is known as staircasing.
- Succession to the property can occur an unlimited number of times to whomever the leaseholder chooses.
- Provided you have not staircased to 100% ownership of the property, assignment (at nil value) of the property can only occur once, after which the unpurchased proportion of the property must be acquired from the Council at market value.
- If the new owners choose not to acquire the unpurchased proportion at this point, then the Council will exercise its right of pre-emption and acquire their proportion of the property from them at market value.
- Prior to the single assignment (at nil value) of the property, if you wish to sell the proportion of equity that you own in the new property then the Council will exercise its right of pre-emption.
- For the first year of the shared ownership lease, the rent that you pay will be equivalent to 2.5% of the unpurchased proportion of the property, payable in monthly instalments. This amount will then be adjusted each year in line with the Retail Price Index (RPI) + 0.5%.
- When additional proportions of equity are purchased, the rent is recalculated in the same way, at 2.5% of the new unpurchased proportion, adjusted each year thereafter in line with the Retail Price Index (RPI) + 0.5%.

## **6.2 Options for Non-Resident Leaseholders**

If you do not live in the property you own, the Council will purchase your property for the agreed market value. On completion of the sale of your property to the Council you will need to give the Council vacant possession. If your property is tenanted it is your responsibility to ensure that any tenants have left the premises by the date of completion.

## **6.3 Options for leaseholders in need of additional support and assistance**

It is recognised that some leaseholders may require additional support and assistance in securing a suitable new home. For example, the financial position of the leaseholder may preclude them from being able to satisfy all of the minimum purchase requirements of the various options outlined in section 6.1.

To qualify for additional support, we will ask for supporting documents to be provided to confirm income and expenditure. Where it can be confirmed that a leaseholder is in financial difficulties and qualifies for additional support and assistance, the

following options will be explored and offered through the Corporate Director of Housing.

### **Shared Equity**

The starting point for eligibility for a shared equity offer requires you to invest the full market value of your existing property into the purchase of your new home.

In order to do this, if you are only able to raise some borrowing, but at a level that is less than the mortgage on your existing property, you will be offered shared equity to the level you can afford to purchase based on investing all of the equity you hold in your existing property and the maximum new mortgage you can obtain.

If you are unable to raise any borrowing (e.g. mortgage) at all and cannot otherwise invest the full market value of your existing property, then you will be offered shared equity to the level you can afford to purchase based on investing all of the equity you hold in your existing property.

Shared ownership will be available and offered to leaseholders who choose not to re-invest the full value of their existing home or the maximum amount that they can afford to invest. Therefore, if a leaseholder wants to purchase on a shared equity basis, provided they invest the maximum amount that they can afford to in line with the criteria above, they should be able to purchase on this basis. This will be subject to an independent financial assessment and would require approval by the Corporate Director of Housing. In both options, the leaseholder would be able to staircase, increasing the proportion of the property they own.

### **6.4 Options for leaseholders assessed as vulnerable and in need of assistance and support**

The Council is also aware that there are leaseholders that have complex needs which make them vulnerable. We may be able to provide additional support to those leaseholders with complex needs that are assessed as being vulnerable and assist them with their move.

#### **Criteria for vulnerability assessment**

A vulnerable leaseholder for the purpose of this draft offer is someone that is “less able to safeguard his or her personal welfare or the welfare of any children in the household and will be in need of care and attention by reason of age, infirmity, or suffering from chronic illness or mental disorder, or substantially handicapped by being disabled”.

Detailed consultations will be conducted with social services and relevant health practitioners to obtain the necessary information and documentation (e.g. care needs/packages) regarding the needs of the household to assess and determine vulnerability. The assessment will be subject to an independent financial assessment.

If the outcome of the assessment is that the household is vulnerable, the leaseholder must meet all of the following criteria to qualify for extra assistance and support:

- The leaseholder must have been exclusively resident in their property for the previous two years.
- The leaseholder must not own any other leasehold or freehold interests in the UK or abroad; and
- The leaseholder is deemed by the Council to be in financial hardship and as result will not be able to rent or buy in the private sector.

Any request from vulnerable leaseholders for additional assistance not covered by this Options Document will require approval by the Corporate Director of Housing (see Section 6.5).

## **6.5 Corporate Director of Housing**

The Corporate Director of Housing will assess the need for flexibility for leaseholders who wish to make a claim for assistance in respect of one or more of the following:

- Additional financial support or assistance
- Being assessed as vulnerable and in need of assistance and support
- Early Buybacks

To assess a leaseholder's individual circumstances the following information will be requested:

- The option you would like to take
- Your current financial situation, including monthly/annual housing costs
- The amount you can reinvest in your new property
- Any relevant supporting information relating to financial difficulty or vulnerability

A Project Officer will work with you to complete the required forms.

Based on the information provided by the leaseholder, and if required a social services representative, health practitioner or GP, the Project Officer will make a recommendation to the panel, which will then make the decision formally at a meeting. A representative of the Residents Association may be in attendance to present the case at the meeting.

The panel will:

- Assess each case presented to it
- Consider the case in accordance with the criteria set out in this document

The panel will consider each case within four weeks of being provided with recommendations and supporting information. The leaseholder will be notified of the decision of the panel in writing within one week of the meeting.