





#### **APPENDIX 3**

NOMINATIONS AGREEMENT - LONDON AFFORDABLE RENT

APPENDIX A

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1. PREAMBLE

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- 1.1 This Agreement sets out the entitlements to be made available to Wandsworth Borough Council for the purpose of making nominations, and the procedures to be adopted, in relation to specified categories of housing association dwellings.
- 1.2 Such specified categories include:-
  - (i) All the permanent stock owned by the association within the London Borough of Wandsworth, but having regard for any restrictive covenants or other impediments; and
  - (ii) All the permanent stock owned by the association outside the London Borough of Wandsworth which has been developed or acquired under Wandsworth Local Authority Housing Association Grant (LAHAG) programmes, but having regard for any restrictive covenants or other impediments.
- 1.3 Permanent dwellings are defined as those which form a separate, or reasonably separate and self-contained, set of premises designed to be occupied by a single household. It therefore excludes hostels, shared or group homes, short-life properties and dwellings managed by or leased to the association. For the purpose of this Agreement it also excludes those dwellings developed or acquired for other specific purposes which are subject to separate agreements.
- 1.4 Further, this Agreement does not take precedence over any superior entitlement arrangements already entered into. Nor does it prejudice entering into such arrangements in the future.
- 1.5 All exceptions are listed at Schedule 1 to this Agreement.
- 1.6 This Agreement establishes the basis for a mutual understanding of the process for the notification and making of nominations to qualifying dwellings and lays down the minimum entitlements of the Council to make such nominations. The Council and the Housing Association undertake jointly to achieve the objectives of this Agreement.

#### 2. **GENERAL PROVISIONS**

- 2.1 The Council and the Housing Association will each identify a nominations officer and a substitute for the purpose of this Agreement and each undertakes to advise the other party of any changes to these arrangements. These persons are shown at Schedule 2 to this Agreement.
- 2.2 The Council and the Housing Association shall each ensure that telecommunications systems are set up within their organisation to facilitate the effective operation of the Agreement. This will include direct telephone lines, facsimile transmission equipment and any other agreed systems.
- 2.3 The Council and the Housing Association shall comply with whatever information is reasonably necessary and requested to enable each of them to fulfil their respective responsibilities in connection with this Agreement within a reasonable time from receipt of this request.

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#### 3. <u>THE NOMINATIONS PROCESS</u>

#### REFERRAL SYSTEMS

- 3.1 The Council and the Housing Association shall agree to adopt either or both the following systems:-
  - (i) <u>Priority Nominations</u> The Council will put forward, in priority order, a number of nominations agreed between the Council and the Housing Association to the Housing Association for a <u>particular</u> vacancy. This will normally be on the basis of two nominations per dwelling - a priority applicant and a first reserve.

The Council, however, reserves the right to vary this number (up to a maximum of three nominations per unit) depending upon the perceived ease or difficulty of the letting.

and/or

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(ii) <u>Pool Nominations</u> - The Council will put forward a pool of nominees to be held by the Housing Association for <u>any</u> vacancy that is suitable. This system is considered appropriate where there is a high turnover of dwellings or where there are problems in attracting nominees.

> Under the pool system, the size of which is determined by negotiation, it is expected applicants will be housed within six months of referral. The Housing Association may seek to top up the pool as it is depleted or seek a new (initial) pool as it becomes exhausted.

> Any initial pool of nominees will be considered in priority order and any top up nominees in date order, unless there are exceptional circumstances.

3.2 Under both systems, nominees will be suspended from active consideration for other properties, unless circumstances arise which dictate otherwise. The Council undertakes to advise the Housing Association of such an event.

#### PRE-ALLOCATIONS

- 3.3 For certain dwellings which are either newly built or rehabilitated, the Housing Association shall give the Council a minimum of 12 weeks notice of handover. This will include those developments which comprise either:-
  - (i) ten or more dwellings of general needs housing; and/or
  - (ii) any dwellings intended for occupation by a special needs client group.
- 3.4 This information should be supplied on the standard proforma shown at Appendix 1 to this Agreement. Any subsequent changes to the handover date and/or any other material changes to the development must be advised in writing by the Housing Association to the Council as soon as is reasonably practicable.

#### REQUESTS FOR NOMINATIONS

- 3.5 The request for a nomination must be made on the standard proforma shown at Appendix 2 to this Agreement. Requests may be conveyed by facsimile transmission, by telephone or by post. If the telephone or fax is used it must be backed up by the hard copy.
- 3.6 The request form should flag up any vacancies arising from the Tenants Incentive Scheme (TIS), Do It Yourself Shared Ownership (DIYSO) and any other special programmes.
- 3.7 The request for a nomination must be submitted to the Council as follows:-

(i)	Casual relet or pool	As arising
(ii)	Development let (special needs)	8 weeks prior to handover
(111)	Development let (general needs, 10 or more dwellings)	8 weeks prior to handover
(1v)	Development let (general needs, 2-10 dwellings)	4 weeks prior to handover

#### MAKING NOMINATIONS

- 3.8 The Council will make nominations in response to a request using the standard proforma shown at Appendix 3 to this Agreement. Nominations may be conveyed by facsimile transmission, by telephone or by post. If the telephone or fax is used it must be backed up by the hard copy.
- 3.9 Nominations must be submitted to the Housing Association, as follows:-

(i)	Casual relet or pool	within 3 working days from receipt of request
(11)	Development let (special needs)	within 4 weeks from receipt of request
(111)	Development let (general needs, 10 or more dwellings)	within 4 weeks from receipt of request
(iv)	Development let (other)	within 4 weeks from receipt of request

3.10 If a nominee moves to a different address the Council will notify the Housing Association immediately.

#### INTERVIEWS

3.11 The Housing Association will contact nominees to arrange a home visit/ interview. This contact will be made within the period set out below following the receipt of nominations.

Casual relet	3 working days
Poo1	5 working days
Development let	5 working days

- 3.12 In the event that a nominee cannot be contacted the Housing Association shall immediately refer the matter to the Council for instructions.
- 3.13 The interview is for the purpose of validation checks only. It is intended to scrutinise the accuracy and currency of information supplied and to advise the applicant about the Housing Association and the property.

REJECTIONS

- 3.14 The Housing Association shall accept the Council's prioritisation of housing need and can reject nominees only in specific circumstances. The Council will, however, have regard for the Housing Association's allocation policies and its charitable objectives when considering nominees.
- 3.15 Reasons for rejection might include:-
  - \* If the circumstances of the nominated household have changed since they were last assessed by the local authority.
  - \* If inaccurate information has been provided by the local authority.
  - \* If new information about the household's circumstances (of which the local authority is unaware) comes to light.
  - \* The household is too large for the unit.
  - \* The household is too small for the unit.
  - \* The household could not manage the stairs.
  - \* The unit is not suitably adapted for the household.
- 3.16 This list is not exhaustive, but where a nominee is rejected on grounds other than those shown, it must be for specific reasons.
- 3.17 All rejections must be notified to the Council within two working days using the standard proforma shown at Appendix 4 to this Agreement. The Council must respond either accepting or not accepting the rejection within one working day of notification. Where the Council does not accept the reason for the rejection it will seek an urgent review with the Housing Association within one working day. If an agreement cannot be reached the matter will be referred to the Directors (or his/her nominee) of each organisation for resolution and the nominee kept informed. The Council will, however, permit the Housing Association to consider the next priority nominee for the dwelling.

#### REFUSALS

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3.18 Where a nominee refuses a property, does not attend a viewing or fails to sign up to a tenancy within five working days of an offer, no action should be taken by the Housing Association until the Council has been notified. The Council must be notified within two working days of this refusal using the standard proforma shown at Appendix 4 to this Agreement and instructions sought. Instructions will be issued by the Council within one working day of notification as a result of which the Council may, subject to what is stated below, ask for the offer to be kept open.

- 3.19 If the nominee still refuses to sign up or the Council is unable to make contact with the nominee, the Housing Association shall select the next priority nominee upon being informed by the Council of this in writing.
- 3.20 If all the nominees named on the Nomination Notice reject an offer or the list becomes exhausted for other reasons, the Housing Association shall serve a subsequent request for nominations using the same procedure as set out above.
- 3.21 The Housing Association shall, in any event, keep the vacancy open for a Council nomination until the dwelling has been considered by one set of nominees.
- 3.22 At the point where one set of nominations has been processed and a letting has still not been made, the Housing Association is free to let the property in accordance with its allocation policies. In this situation, however, the Housing Association will still need to meet its overall quota to the local authority.

#### **RESULT OF NOMINATION**

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3.23 The Housing Association shall notify the Council about the acceptance of an offer within two working days using the standard proforma shown at Appendix 4 to this Agreement.

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#### 4. NOMINATION ENTITLEMENTS

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4.1 The calculation of entitlements will be undertaken in accordance with the definition of an eligible void dwelling, to be known as a true void. This is defined at Appendix 5 to this Agreement.

The Council will be offered a minimum of :-

- (i) 75% of true-voids in 2 bed or larger accommodation; and
- (ii) 50% of true voids in 1 bed or smaller accommodation.
- 4.2 The dwellings to be offered to the Council will be a fair representation of all true voids becoming available as regards the size and type of dwelling, their location and floor level.
- 4.3 Within these overall entitlements, the Council and the Housing Association may enter into a separate agreement on the balance of allocations between client groups.

#### 5. NOMINATIONS MONITORING

- 5.1 The Lettings Year runs from 1st April to 31st March of each year.
- 5.2 The Housing Association agrees to provide the Council with a periodic lettings return. A sample proforma is shown at Appendix 6 to this Agreement.
- 5.3 Associations owning 100 or more permanent dwellings which are subject to this Agreement shall make a return to the Council within three weeks of the end of every quarter, as follows:-

Quarterly period ending 30th June

Quarterly period ending 30th September

Quarterly period ending 31st December

Quarterly period ending 31st March

5.4 Associations owning less than 100 units which are subject to this Agreement shall make a return to the Council within three weeks of the end of the lettings year (i.e. 31st March).

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- 5.5 Nil returns must be submitted even where there has been no activity during the period.
- 5.6 The Council will produce an annual report on lettings activity by the Housing Association at the end of the lettings year. A summary report will be presented to the Housing Committee and to the local authority/ housing association liaison group.

#### 6. EQUAL OPPORTUNITIES

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- 6.1 Both the Council and the Housing Association are committed to the principle of equal opportunities in the delivery of their services. Both parties agree to ensure that the nominations process is being applied in a manner which is fair to all sections of the community regardless of colour, race, nationality, ethnic origin, marital status, age, gender or disability.
- 6.2 All applicants for housing or rehousing will be asked to provide details of ethnic origin (see Appendix 7 to this Agreement). This will not, however, be a requirement for acceptance of an application.
- 6.3 Ethnic records will be kept and monitored on a regular and systematic basis to ensure properties are being offered and allocated fairly in accordance with the stated objectives.

#### 7. <u>REVIEW</u>

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7.1 The terms and conditions of this Agreement will be reviewed on an annual basis whereby any reasonable amendments deemed reasonably necessary will be considered and agreed jointly by the Council and the Housing Association.

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8.	TREATY
640	INCALL

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8.1 We, the undersigned, agree to use our reasonable endeavours to ensure that the terms and conditions of this Agreement are upheld on the basis that it is agreed that nothing contained in this Agreement shall be enforceable against either party in any respect.

Signed .		on behalf	of	Wandsworth	Borough	Council
Position	** * * * * * * * * * * * * * * * * * * *					
Date	//					

Signed ..... on behalf of ..... (the Housing Association) Position ..... Date ../../..

# SCHEDULE 1

# EXCEPTIONS TO THE AGREEMENT

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The following dwellings or groups of dwellings are excluded from this Agreement:-

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### SCHEDULE 2

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# CONTACT OFFICERS

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The below named persons are identified as the contact officers for the purpose of this Agreement.

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Housing Department Wandsworth Borough Council 17-27 Garratt Lane London, SW18 4AE	Contact 1) Contact 2 (Tel) Fax No
(Housing Association)	Contact 1

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Additional Information Provisional Handover Date Rent/ Service Charge Property Size No. of Bedrooms x No. of Persons Property Details Floor Access Level Property Type \* No. of Units Name/ Postal Address Date: ../../.. Scheme

B - Bungalow S - Sheltered W/C - Wheelchair M - Maisonette F - Flat \* H - House Reports/nomsappx1

APPENDIX 1

Housing Association New Development Form. Notice of Handover

REQUEST	FOR	NOMINATION
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APPENDIX 2

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Vacancy Type: circ.	le applicable where ap	propriate	
TIS Casual Vac	DIYSO LOTS S	heltered Disabled	New Developmen
Address of Vacancy	and the second	-	· · · · · · · · · · · · · · · · · · ·
		Pos	tal Area
Ready for Letting	/ ·		
Number of Bedrooms	Persons Permit	ted Property typ	ė
		en Y / N Sole Use / :	
Floor Level L	ifted Y / N Garde	en Y / N Sole Use / :	Shared / Communa
Floor Level L Heating Type: Ga	ifted Y / N Garde S Fire / Central Hea	en Y / N Sole Use / S ating / Right Storage	Shared / Communa e / Under Floo
Floor Level L Heating Type: Ga	ifted Y / N Garde S Fire / Central Hea	en Y / N Sole Use / :	Shared / Communa e / Under Floo
Floor Level L Heating Type: Ga Rent £ Pe	ifted Y / N Garde s Fire / Central Hea ts Allowed Y / N	en Y / N Sole Use / Sating / Night Storage	Shared / Communa e / Under Floo
Floor Level L Heating Type: Ga Rent £ Pe <i>Circle applicable:</i>	ifted Y / N Garde S Fire / Central Hea ts Allowed Y / N Relet Rehabili / Redecc	en Y / N Sole Use / Sating / Night Storage	Shared / Communa e / Under Floo Conversio
Floor Level L Heating Type: Ga Rent £ Pe <i>Circle applicable:</i> Purpose Built	ifted Y / N Garde S Fire / Central Hea ts Allowed Y / N Relet Rehabili / Redecc Shared Facilities	en Y / N Sole Use / Sating / Night Storage Stated New Build Drated	Shared / Communa e / Under Floo Conversio Sheltere
Floor Level L Heating Type: Ga Rent £ Pe <i>Circle applicable:</i> Purpose Built	ifted Y / N Garde S Fire / Central Hea ts Allowed Y / N Relet Rehabili / Redecc Shared Facilities	en Y / N Sole Use / Sating / Night Storage Stated New Build Special Needs	Shared / Communa e / Under Floc Conversio Sheltere
Floor Level L Heating Type: Ga Rent £ Pe <i>Circle applicable:</i> Purpose Built	ifted Y / N Garde S Fire / Central Hea ts Allowed Y / N Relet Rehabili / Redecc Shared Facilities	en Y / N Sole Use / Sating / Night Storage Stated New Build Special Needs	Shared / Communa e / Under Floo Conversio Sheltere



Wandsworth

Director of Housing R.J. Sheppard FRICS FIB

Wandsworth Borough Council Rousing Department 17-27 Garratt Lane London SW18 4AB

Nomination Ref:

Priority of Nomination

'Tel No.

# HOUSING ASSOCIATION NOMINATION

Address of Vacancy '

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Property Ref Size

Details of all persons for whom accommodation is required

SURNAME	FIRST NAMES	D.O.B.	RELATIONSHIP
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Racial	Origin	Source of	Nomination	1: '			
			No Record	Of Pet			
Other	Comments					·	
Nomina	tions Officer	•		Tel			

Fax

APPENDIX 4

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Nomination Ref:

Housing Association

Wandsworth Borough Council Housing Department Nominations Section Lettings 17-27 Garratt Lane London SW18.4AE

from for

# **RESULT OF NOMINATION**

Family Names/s: Address:

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Source of Nomination:

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	offered  Ref	Date Re	quested			of Vacancy Letting
	MAISONETT	E 1st	GARDEN RELET	GAS Rehabi	FIRE LITATED	CONVERSION RENT £.
	BY APPLICA	NT[]R	] TENANC <sup>V</sup> EFUSED BY HOUS:	ING ASSOCIATI	ON [ ] NOT	, REQUIRED [ ]
		<u></u>				ncil Use [
Officer .			مر دار با	Da	te	

#### TRUE VOID DEFINITION

A true void is defined as:-

Voids within new build/rehab schemes (excluding returning decants);

Voids created through tenant moves to other landlords where no reciprocal commitment exists;

Voids created by tenants buying own property;

Voids created by abandonment of tenancy;

Voids created by eviction;

Voids created by death of tenant where no statutory right of succession;

#### A non-true void is defined as:-

Voids created by rehousing of a decant;

. Voids created through internal transfers;

Voids created through reciprocal or mobility arrangements; and Mutual exchanges

#### Reports/nomsagreeappxs

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: completion by Housing Associations NDSWORTH BOROUGH COUNCIL FITNES RETURN

AE OF ASSOCIATION

ARTER ENDING

CONTRACT OFFICER

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IS voids occurring during period >-total 35 lettings made during period , of voids at end of period . of voids at start of period

Pre-development voids should be excluded from these calcu-

lations.

Turding     Exercise     Funding     Access     Racial     Rentian       Start     Type     Type     Funding     Access     Racial     Rentian       Itered     Type     Recial     Floor     Beds     Farsons     Itered     Access       (6)     (7)     (8)     (9)     (10)     (11)     (12)     (13)     (14)     (15)       (16)     (7)     (8)     (10)     (11)     (12)     (13)     (15)     (16)			20404	
(7)     (8)     (10)     (11)     (12)     (14)     (15)       (7)     (8)     (9)     (10)     (11)     (12)     (14)     (15)	Dwellg. Special	្មស្ត្	CICK box1 Ta 5 Other SI 1	Vold status (tick box) Tenancy True Non- TIS Other Start Vold True Date
	(7) (8)		(5)	(4)
				· · ·

) not include Private Sector Leasing activity, shortlife properties, hostels, shared or group homes.)

PPENDIX 6

# LETTINGS RETURN - GUIDANCE NOTES

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Row 1 (Address) Include SW postal district.

Rows 2-5 (Void status) Tick appropriate box. A true void is defined as one which adds one more unit to an association's pool of vacants and is net of internal transfers, decants and reciprocals. In the case of relets this will ) D be determined by the status of the outgoing tenant (i.e., the reason for P vacation). Þ TRUE VOIDS Voids within newbuild/rehab schemes (excluding returning decants) Voids created through tenant moves to other landlord where D no reciprocal commitment exists Voids created by tenants buying own property (See also TIS & DIYSO below) Voids created by eviction Voids cheated by death of tenant where no statutory right of succession **White** . ` D NON TRUE VOIDS Voids created by rehousing of a decant. Voids created through internal transfers Voids created through reciprocal or mobility arrangements Mitual exchanges TIS Voids created by tenant purchasing under the Tenants' Incentive ·i:L': Scheme . 1 OTHER ...... Voids created by special programmes, e.g. DEYSO, Homeless programmes, etc. Re igladi . . Row 6 (Tenancy Start Date) Enter ../../.. (Date/Month/Year) Row 7 (Dwalling Type) Enter F for flat, M for maisonette, B for bungalow and H for house Row 8 (Special) Enter the following codes only if a letting falls into one of the below categories: 1 1.14 WP - Wheelchair (purpose-built) E1 - Elderly (Sheltered) B2 - Elderly (Other provision) WA - Wheelchair (adapted) WS - Wheelchair (SHAD) Row 9 (Floor Access Level) Enter G for ground, 1 for first, 2 for second, etc. Row 10 (Beds) Enter the number of bedrooms Ð Row 11 (Persons) Enter the number of person spaces Row 12 (Letting Type) Enter N for new build, R for rehab and L for relet Row 13 (Funding Authority) Enter BC for Housing Corporation, WBC for Wandsworth Borough Council, GLC for Greater London Council and O for other 

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#### RACIAL ORIGIN

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The Council wants to ensure that all racial groups living in Wandsworth have equal access to services. The Census categories have been adopted by the Housing Department with some local variations. Please answer the questions below, in the knowledge that your answers will be treated confidentially.

Do you consider yourself to be:- (Please tick one box for each person)

Asian UK   White   Black African   Black Caribbean   Black Caribbean   Black other   Indian   Pakistani   Bangladeshi   Other Groups Asian (Please Specify)   Other Groups (Please Specify)	Black U K			
White   Black African   Black Caribbean   Black other   Indian   Pakistani   Bangladeshi   Other Groups Asian (Please Specify)	Asian UK			
Black Caribbean   Black other   Black other   Indian   Pakistani   Bangladeshi   Other Groups Asian (Please   Specify)				
Black other   Indian   Pakistani   Bangladeshi   Other Groups Asian (Please Specify)	Black African			
Indian   Pakistani   Bangladeshi   Other Groups Asian (Please   Specify)	Black Caribbean	·		
Pakistani   Bangladeshi   Other Groups Asian (Please Specify)	Black other			
Bangladeshi Chinese	Indian			
Other Groups Asian (Please       Specify)	Pakistani			
Specify)	Bangladeshi			
Chinese	Other Groups Asian (Please Specify)			
	Chinese			