

Arbury Park/Cambridge Northern Fringe

Building a Sustainable Community at Arbury Park

Inter-agency agreement on nominations and management arrangements between:

**Cambridge City Council -CCC
South Cambridgeshire District Council - SCDC
Places for People -PfP
Bedfordshire Pilgrims Housing Association - BPHA
King Street Housing Society - KSHS
The Papworth Trust**

1. Background

A consortium, comprising Places for People (lead RSL) together with BPHA and their partners, the Papworth Trust and King Street Housing Society, has taken on responsibility for the development of the affordable housing on the Cambridge Northern Fringe (CNF), now known as Arbury Park. A protocol sets out the responsibilities of each RSL in terms of achieving good quality homes and a sustainable living environment on this site.

A total of 900 new homes will be provided, of which **270** will be affordable. Of this total, approximately **156** will be rented properties with initial nominations coming from SCDC and CCC. This will include 13 fully wheelchair accessible properties and 10 supported housing flats. The remainder will be low cost home ownership, intermediate rented and key worker housing, which will be sold and let in partnership with the zone agent.

King Street Housing Society has been tasked to draw up proposals for nomination and letting arrangements and to ensure a co-ordinated approach to housing management between the RSLs who will manage homes on the site.

2. Objectives of the development

1. The overriding objective of the Arbury Park development is to create a sustainable community on the edge of Cambridge – a place where people want to live, not just now, but in the future. This means providing good quality homes within an attractive environment, which is accessible to local amenities and services.
2. One of the key objectives of the signatories to this agreement is to build high levels of social capital on the development. Social capital can be enhanced when residents

see their neighbourhood as a destination – a place where they are prepared to invest time and effort in developing neighbourly relations. One way of achieving this is by putting in place a flexible and sensitive lettings policy for the social rented units on the site (i.e. those properties which will be let at Housing Corporation target rents) in order to achieve a reasonable balance between the competing pressures for new accommodation. Ensuring that prospective residents have *chosen* to move to Arbury Park will be fundamental to this process. Under this policy housing need would still be the overriding factor governing the selection of nominees, but other factors will also be taken into account. It is the aim of the parties to this agreement that these will include the following. Where targets are given these will be **aspirational** and subject to ongoing monitoring and discussion between the signatories to this agreement.

Social housing dwellings – first lettings

At first letting, CCC and SCDC will receive 100% of all nominations in accordance with an agreed schedule. Thereafter CCC and SCDC will be offered 75% of all subsequent relets.

- Underletting – 70% of the homes will be let to households who will under-occupy the dwelling by one person or more. For example 2 children in a 3-bed 5-person house and 1 child in a 2-bed 4-person house.
- Children’s ages – for households containing children, the local authorities will aim to select households with a range of child ages, from 0 to 18.
- Social capital and choice – the local authorities will aim to let only to people who have expressed a preference for living on Arbury Park. The local authority signatories to this agreement anticipate that a Choice Based Letting Scheme (CBL) will be in operation from November 2007 and this will allow nominees to make a positive choice of Arbury Park.
- Diversity - the new community should broadly reflect the diverse population of Cambridge and the parishes in South Cambridgeshire adjoining the A14.
- Economic activity – At least 40% of those nominated will have a household member who is economically active.
- Transfers – transfers of existing social housing tenants will comprise no more than 50% of nominees.
- Specialist Housing – fully wheelchair accessible properties will only be let to households who have a member who will benefit from the accommodation.

A Good Practice Nominations Guide, setting out the process by which residents will be selected for Arbury Park, is attached. This Guide forms part of this agreement. The

aspirational targets set out above will be monitored quarterly once lettings are underway and the RSL partners will arrange to meet with the local authorities in the event that the actual lettings figures vary significantly from these targets.

3. Key worker low cost home ownership and near rented dwellings

As well as social rented housing, the Arbury Park scheme includes up to 90 units of other forms of affordable housing, including low cost home ownership and intermediate rented units for key workers. All of these new homes are being funded through social housing grant from the Housing Corporation and will therefore be subject to the nomination process set out in the Capital Funding Guidance, issued by the Housing Corporation. In marketing, letting and selling these properties the RSL partners and the nominated zone agent will work closely with key worker employers and local authorities in accordance with the procedures set out in the Capital Funding Guidance.

4. Management arrangements

The housing association signatories to this agreement will use their best endeavours to ensure that their management arrangements for Arbury Park are harmonised. This will help to mitigate any resident dissatisfaction over differences in treatment.

All of the RSL partners in this agreement are regulated by the Housing Corporation's Regulatory Code but there may be differences in the detail and implementation of policy. The RSL partners agree to study the details of each others' policies to ensure that there is no significant difference in approach in the rights and obligations placed on tenants and the benefits offered. Should significant differences become evident, the associations hereby agree to seek a compromise position, specific to Arbury Park, which will standardise their approach. The following policies, in particular, will be standardised wherever possible.

- Anti Social Behaviour policy
- Rent Arrears Policy
- Complaints Policy
- Customer Care Policy
- Equalities and Diversity Policy
- Maintenance and Repairs policy
- Tenant Participation Policy
- Tenant Transfer and Allocations policy
- Tenants' Choice policy
- Car parking policy
- Adaptation policy for people with disabilities
- Management of grounds and the open realm

There will be a common community development programme in place and management staff from the RSLs will hold regular meetings to discuss progress and review any disparities.

**Nominations to Registered Social Landlords at
Arbury Park**

September 2006 Fourth draft

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GOOD PRACTICE NOMINATION GUIDE FOR ARBURY PARK

1) Introduction

This Agreement is based on a National Housing Federation Publication – ‘Partners in Meeting Housing Need’- recommendations for good practice in nomination procedure.

- Each local authority will usually undertake to inform all applicants on their housing needs register that any offer of housing could include registered social landlord (RSL) property as well as Council property. This will be confirmed with all applicants and internal transfers at the time of any initial interview as well as being confirmed in explanatory booklets given out at the time of application. Those applicants who refuse an RSL property will be made aware that it will count as one of their offers under a local authorities allocation scheme. If it is their second offer then the applicant will be informed of the consequences according to each LAs allocation scheme.
- The spirit of this Agreement acknowledges that RSLs will endeavour to comply with all current Housing Corporation performance standards and Best Practice.

2) Principles

At first letting the rented units at Arbury Park will be split 50/50 between Cambridge City Council and South Cambridgeshire District Council, initially in accordance with the attached schedule, or subsequently according to any mutually agreed schedule that is put in place between CCC and SCDC following the introduction of Choice Based Lettings. CCC and SCDC will be offered 100% of all first lettings and 75% of subsequent relets.

For subsequent relets, each RSL will offer eligible properties to CCC and SCDC in turn – i.e. the first available unit will be offered to CCC, the second to SCDC, the third to CCC, the fourth to SCDC and so on.

3) Nomination Procedure

For both first lets and subsequent relets the procedure will be as follows:

- a) The relevant RSL should request a nomination from the relevant local authority as soon as it is known that a property will become available.
- b) A standard form should be used for all nomination requests. This form will provide the relevant authority with specific information about the vacant property, the date of the request, and the date that the property is becoming vacant, and if possible the date it will be available for letting.

- c) Any special criteria for a particular property should be provided on the nomination request form and agreed in advance with the local authority concerned. These special criteria could include the measures agreed to create a balanced and sustainable community see Paragraph 2 (“Objectives of the Development”).
- d) The local authority will undertake to respond to the nomination request with the relevant details of the nominees **within TEN working days for first lettings and THREE working days for relets**. If it is not possible to nominate within this timescale the RSL will be informed promptly. If the relevant LA is unable to provide a nomination it shall inform the RSL promptly. The RSL will then offer the property to the other local authority signatory to this agreement. If they cannot find a suitable nominee the property will be offered to a household on its own waiting or transfer list. Each authority will provide the details of the nomination on a standard form, copies of which will be e-mailed to the RSL. E-mail will be the preferred form of written communication under this agreement.
- e) Each authority will nominate on the basis of **one** nominee per vacancy. Should the nomination prove to be unsuccessful the LA will undertake to make a further nomination immediately upon receipt of the result form, and within **three** working days.
- f) The authority shall inform the nominee that they are to be nominated to an RSL, and that the RSL will contact them shortly.
- g) The RSL will be responsible for confirming the relevant details of the prospective nominee. In selecting potential nominees the LA will have regard to the need to produce a sustainable and balanced community and will therefore select on the basis of the criteria and targets set out at paragraph 2 “Objectives of the Development”.
- h) Relets to vacant properties that arise after first letting will be dealt with outside this agreement and will be subject to existing good practice nomination guides.

4) Receipt of Nominations

- a. The RSL will undertake to visit or inform the nominated applicant as soon as possible after receiving the nomination. If possible this contact should be made within three working days of receiving the nomination. If the nominee does not respond to a letter or telephone call within three working days the RSL has the right to withdraw the offer and seek a new nomination.
- b. If the RSL wishes to collate more information than is provided on the standard form, about the nominee or wish to fill in a separate form, this should be done by the RSL on the home visit.
- c. Unless the RSL considers the nominee to fall within the definition of ‘unsuitable’ (see 5c below) the offer must be made to the nominee.

5) Nomination Outcome

- a. The RSL should inform the local authority of the outcome of the nomination on a standard nomination result form within five working days of the offer being accepted or refused by the nominee.
- b. It is an applicant's choice to refuse an offer but any offer will count as one of the offers that can be made to an applicant under the relevant LA's allocations scheme, so long as it is deemed to be reasonable. When a nominee refuses a property, s/he must be informed of the consequences of their action by the RSL at the time of refusal.
- c. An RSL should be able to refuse to accept a nominee in appropriate circumstances. However this should not be confused with the situation for instance where the RSL would simply prefer not to accept a potentially difficult nominee. Reasonable and valid reasons for refusal could include:
 - The property is too large for the nominee – although planned underletting will be acceptable at Arbury Park.
 - The property is too small for the nominee
 - The property has been significantly adapted for a disabled person/s
 - The nominee's circumstances have changed significantly since the Needs Register application
 - Other acceptable reason (to be provided by the RSL). The RSL completes and returns the nomination result form giving the reason for their refusal, to accept the nominee.

The LA will then consider the reason given for refusal and whether or not it falls within the guidelines of being in the interest of the nominee and in accordance with the RSLs own allocation policy. If the LA consider the refusal to be within these guidelines and therefore acceptable, then a new nomination will be made. If the LA considers the refusal to be outside these guidelines a discussion will take place with the RSL about the possible re-referral of the nominee. However, the RSL will have the final decision on whether the nominee should be accepted or refused. If after further consideration it is still felt that the nominee should be refused the LA will refer a new nominee to the RSL. It is anticipated that such refusals by RSLs will be rare. Any RSL which appears to be refusing a high proportion of nominations will be called in for talks with the local authorities.

- d. Where the LA or other partner LAs are unable to nominate after a third unsuccessful attempt, the RSL can review its own waiting and transfer list.

6) Monitoring Nominations

Nomination results will be monitored on a Quarterly and Annually, with the RSLs providing each local authority with relevant statistics on tenancy commencement dates and the result of nominations. This monitoring will include reference to the steps being taken to create a balanced and sustainable community and the aspirational targets set out at Paragraph 2 “Objectives of the Development”. In the event that the local authority and/or RSL signatories believe that these aspirational targets not being met, the matter will be discussed with the signatories to this agreement either with a view to re-affirming the original targets or to reach an agreement on a revised set of targets.

- a. The partner local authorities will monitor all lettings by RSLs at Arbury Park.
- b. Information will be collated from the standard forms and used to monitor LA and RSL performance. The RSLs commit themselves to providing timely information, including customer service data and resident satisfaction survey data, that will allow this agreement to be monitored effectively.
- c. Information will be used to monitor the ethnic origin of all housing applicants together with nominees rehoused and refused against the details of the type of property offered to ensure that there is no discrimination. This information will assist the LAs and RSLs to assess their performance against agreed targets.

The contents of this document will be reviewed annually, and when circumstances require.