

NOMINATIONS AGREEMENT

BETWEEN LEEDS CITY COUNCIL, REGISTERED PROVIDERS AND AFFORDABLE HOUSING PROVIDERS.

April 2019-March 2021



1. INTRODUCTION

This agreement sets out the nomination arrangements between Leeds City Council (LCC) and Registered Providers (RPs), Supported Housing Providers and any other Affordable Housing Providers operating within the Leeds City Council Boundary.

1.2 A nomination is defined by:

- i. A letting made to a customer from the Leeds Homes Register (LHR) who is in 'housing need' i.e. Band A/B, Sheltered, Extra Care, Direct let category or via an approved Local Lettings Plan (LLP).
- ii. A letting or sale made to a new affordable home via central government funded Discounted Homeownership Schemes (DSO).

1.3 Where a signed Nomination Agreement is in place, RPs are expected to meet a minimum nominations target of; 60% for all re-lets and all Providers are expected to meet 100% nominations target for new developments.

2. AIMS AND OBJECTIVES

- ⇒ To set out agreed targets for the nomination of housing applicants from the LHR made by a RP.
- ⇒ To set out agreed targets for the nomination of housing applicants from the LHR allocated from new Affordable Housing.
- ⇒ To set out agreed targets for the nomination of applicants from DSO products.
- ⇒ To assist both Providers and the Council in complying with relevant statutory and regulatory requirements.
- ⇒ To ensure that both Providers and the Council are accountable for the nominations process.
- ⇒ To provide an effective, consistent and fair nominations process for the benefit of all applicants for housing within Leeds City Council.
- ⇒ To make the most effective use of all social and affordable housing stock with in Leeds.
- ⇒ To assist LCC to meet the statutory requirements in relation to the Homelessness Reduction Act 2017 and LCC's Homelessness & Rough Sleeping Strategy 2018-2022.

3. SCOPE OF THE NOMINATION AGREEMENT

This agreement relates to all properties let by a Provider within the Leeds City Council boundary.

3.1 The type of lets the agreement includes are;

- Relets of existing stock including general needs, sheltered and extra care housing.
- New affordable homes provided by central or local government funding, land sale or acquisition, S106 funding and agreements and any other affordable housing stream.
- Refurbished homes in which funding is bestowed to restore derelict properties, e.g. 'Right to Buy Replacement Programme' or similar.
- Any other tenure type mutually agreed between both parties.

4. PERFORMANCE PERCENTAGE

The overall Nomination targets a Provider is expected to adhere to are detailed below. The exemptions to the stated measures would apply in the event of;

- ⇒ A site specific nominations agreement - the legally binding agreement which sets out specific criteria for individual new build sites.
- ⇒ S106 Agreement - the legally binding agreement which sets out specific planning stipulations for individual new build sites.
- ⇒ LLP - a new or existing 'Local Lettings Plan' on a particular site.
- ⇒ Extenuating circumstance - revised measures will be considered in exceptional circumstances presented by a Provider with the collaboration and discretion of LCC.

4.1 Nominations Targets;

- **Re-lets: 60%** Nominations Target
Registered Providers will be required to allocate a minimum of **60%** of re-lets on existing stock. This will include a proportionate combination of property types, tenures, bedroom sizes and will include general needs, sheltered and extra care lets where applicable.
- **New Affordable Housing: 100%** Nominations Target
Affordable Housing Providers will be required to allocate **100%** of new homes which have been funded via central or local government, land sale or acquisition, S106 funding and agreements and any other affordable housing stream.
 - i. Funded, land sale and acquisition sites will have a **100%** nominations target for new and subsequent lets of up to 3 years.
 - ii. Further subsequent lets will have a **60%** nominations target of up to 60 years.
- **Discounted Homeownership Products: 100%** Nominations Target
Affordable Housing Providers will be required to allocate 100% of Discounted Homeownership products at first attempt on the initial sale only.
- **Refurbished Lets: 100%** Nominations target
Affordable Housing Providers will allocate 100% of lets where funding has been granted to restore derelict properties such as the current 'Right to Buy Replacement Programme'.
 - i. Subsequent lets will have a **60%** nominations target of up to 60 years.

5. CUSTOMERS SUITABLE TO BE A NOMINATION

These arrangements will be subject to variation depending on the priorities of LCC and the Provider. Any variation will be agreed jointly between both parties to this agreement.

- 5.1 The rehousing of a customer who is in any category of Band A, B or Direct Let of the Leeds Homes Register will be considered as a Nomination.
- 5.2 Sheltered lettings to customers in Band C will be accepted as nomination unless previously stated by Leeds City Council.
- 5.3 Where an applicant is rehoused through the Leeds Extra Care Panel or Witness Mobility scheme, they will be considered as a nomination. If such an applicant does not have an active Leeds Homes Application they can still be considered as a nomination with Leeds City Council's approval.
- 5.4 Applicants in Band C may be considered as a nomination where an approved LLP is in place.
- 5.5 Applicants in Band C may be considered as a nomination where a CBL shortlist has been exhausted and the Provider can assist LCC in verifying housing need for a band C applicant. This must be in collaboration with LCC and agreed on a case by case basis.
- 5.6 Applicants in Band C may be considered as a nomination via a Direct Let in exceptional circumstances, where the Provider can assist LCC to substantiate housing need. This must be in collaboration with LCC and agreed on a case by case basis.
- 5.7 Leeds City Council does not accept assumed or reverse nominations. Where a Provider rehouses an applicant from their own waiting list who is not on the LHR and in priority need, Leeds City Council cannot count this towards the nominations target. In exceptional circumstances such as emergency rehousing or failure of all existing nomination channels, a nomination may be considered. This must be in collaboration with LCC and agreed on a case by case basis.

6 LETTINGS POLICY AND LOCAL LETTINGS PLAN

Providers will allocate all new lets and re-lets via their own 'Lettings Policy'.

- 6.1 The exemptions to this include;
 - A site specific nominations agreement – lettings stipulations based on land sale, acquisition etc., detailed in the legally binding agreement which sets out specific criteria for individual new build sites.
 - S106 Agreement - lettings stipulations based on planning permission. The legally binding agreement which sets out specific criteria for individual new build sites.
 - LLP - a new or existing approved 'Local Lettings Plan' on a particular site.
 - Direct Lets – Where a suitable or vulnerable applicant is identified via LCC e.g. MARAC cases, Health and Housing referrals, Homelessness Prevention cases. This

must be in collaboration with both the Provider and LCC then agreed on a case by case basis.

7. NOMINATIONS PROTOCOL

Providers must inform LCC when;

- An applicant from the LHR has been rehoused within 4 weeks of the 'Tenancy Commencement Date'. Providers with access to Leeds City Council's housing management system must 'rehouse' live applications whilst non system users must report details of rehoused applications to LCC.
- An applicant in a priority band refuses an offer unreasonably.
- They offer a property to an applicant with a Statutory Homeless priority status and they accept or refuse the offer; the Provider will notify LCC of the outcome of the offer in order for the process to discharge the legal duty be considered.

- 7.1 Both LCC and Providers will ensure that customers are not discriminated against unjustifiably on the basis of disability, race, colour, ethnic origin, religion, age, sexuality or gender.

8. PERFORMANCE AND ESCLATION PROTOCOL

Both parties will endeavour to work within the spirit of co-operation and partnership working to ensure the Nominations Agreement is met to the mutual benefit of both agencies.

- i. Section 170 of the Housing Act 1996 states that where a RP has been requested by a housing authority to offer accommodation to people with priority under its allocation scheme, the RP must co-operate to such extent as is reasonable in the circumstances.
- ii. Section 213 of the Housing Act 1996 states that where a RP has been requested by a housing authority to assist them in the discharge of their homelessness functions under Part 7, it must also co-operate to the same extent.

- 8.1 All parties that sign up to the Nominations Agreement must adhere to the outlined principles, performance percentage and protocols.
- 8.2 Leeds City Council will provide assistance with nominations lists, shortlists and allocations where appropriate within a period of up to 5 working days.
- 8.3 Leeds City Council will monitor nominations performance and provide feedback to RPs on a quarterly basis. Where a Provider has not met the agreed nominations performance, the council will work with them to address any issues and improve performance.
- 8.4 If a dispute arises which cannot be resolved within this agreement, an appropriate organisation agreed by both parties will be called as arbiter.

8.5 Where a Provider continually fails to meet the obligations of this agreement and/or fails to engage with LCC with a view to improvement, the escalation process outlined below will apply;

- ⇒ LCC to initiate dialogue with the lettings representative to raise initial concerns and submit the Provider with quarterly nominations performance report in order for performance to be monitored by both parties.
 - ⇒ If the Provider fails to engage and/or performance has not improved with in a 3 month period, LCC will;
 - i. Notify LCC Regeneration Team with areas of concerns in regards to nominations performance, along with quarterly nominations reports.
 - ii. Arrange a face to face meeting with the Provider's Service Manager in order to put measures in place with a view to improve performance.
 - ⇒ If the Provider continues to be disengaged and/or performance has not improved following a further 3 month period the Provider could encounter potential sanctions such as;
 - i. Being removed from the Leeds Affordable Framework - which could lead to Providers being unable to access allocation of Right to Buy grant funding, land sales or acquisition.
 - ii. Quarterly nominations performance reports sent to LCC SMT and the Provider's Board.
 - ⇒ Following a further 3 month period if communication and/or performance has failed to progress LCC may;
 - i. Report failings to the Ministry of Housing, Communities and Local Government.
 - ii. Report failings to Homes England.
- 8.6 Nominations performance will be fed back to LCC Regeneration Team on a site by site basis. Good performance and practices will also be shared. Examples of good delivery timescales and Nomination performance are key criteria for the Leeds.

9. CONFIDENTIALITY AND DATA PROTECTION LAWS

All Providers entering into this agreement are bound by Leeds City Council's Information Sharing Agreement, which sets out requirements in terms of practices and confidentially conditions relating to Leeds City Council's housing management system, general information sharing, consent and data protection legislation.

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Job Title: Director of Resources and Housing	Job Title:
Signature: <i>R.N. Evans</i>	Signature:
Date: 29.03.2019	Date: