

Private Sector Housing Assistance Policy

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1. Introduction

This is the Private Sector Housing Assistance Policy (the Policy) of Sheffield City Council. The Policy sets out the types of assistance available to private occupants to improve their living conditions and enable independent living.

Private occupants are owner occupiers that have either bought their home outright, with a mortgage or own a share in their property (Shared Ownership), and those that rent from a private landlord.

In addition the Discretionary Disabled Facilities Grant (DFG) Top up Grant is available to tenants of Private Registered Providers of Social Housing as these tenants are eligible for DFG adaptations. Further the Disabled Person's Equipment and Assistive Technology Assistance is available to all disabled people in the city regardless of housing tenure.

The Policy replaces the previous Private Sector Housing Assistance Policy approved by Cabinet on 14 November 2007.

The Policy is based on the Council's statutory powers and supports the Council's strategic priorities within Sheffield's Housing Strategy, which is to 'Make the best use of the city's existing housing stock' and 'Help younger, older and vulnerable people to live independently', and supports the delivery of the Improving the Private Sector Housing and Support and Conditions Strategy 2020-25. As such, it reflects the evidence base which has informed these strategies, which includes the Sheffield and Rotherham Strategic Housing Market Assessment (SHMA) 2018 and the Sheffield's Private Sector Housing Condition Survey 2015.

The Improving Private Sector Housing Support and Conditions Strategy 2020-25 notes that it is the owners' responsibility to maintain their own property, but it is widely recognised that local authorities have a key role to play in influencing and improving the condition of private housing, particularly for the most vulnerable. Although most homes in Sheffield are well managed and maintained there are some private sector homes with serious hazards that pose a threat to the health and safety of the occupants, or are not suitable to meet the needs of the households.

The Improving Private Sector Housing Support and Conditions Strategy 2020-25 sets out how the Council will support private sector occupants to improve their homes and the Policy reflects the four priorities of this Strategy which are to:

1. Provide the right housing advice and support to home owners, private rented tenants and landlords
2. Improve the condition, safety and energy efficiency of private sector housing
3. Support people to live healthy independent lives in their home
4. Improve access to affordable housing in the private sector to sustain neighbourhoods

2. Statutory Context

This Policy has regards to the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002 (RRO), the Housing Grants, Construction and Regeneration Act 1996 and the Housing Act 2004 which are referenced below.

2.1 RRO

The RRO provides local authorities for the purpose of improving living conditions in their area the discretion to provide, directly or indirectly, assistance to any person for the purpose of enabling them:

- (a) to acquire living accommodation (whether within or outside their area);
- (b) to adapt or improve living accommodation (whether by alteration, conversion or enlargement, by the installation of anything or injection of any substance, or otherwise);
- (c) to repair living accommodation;
- (d) to demolish buildings comprising or including living accommodation;
- (e) where buildings comprising or including living accommodation have been demolished, to construct buildings that comprise or include replacement living accommodation.

The power enables local authorities to give assistance to persons directly, or to provide assistance through a third party. Assistance can be given to pay for any fees and charges associated with the assisted works. Assistance given under the general power may be unconditional or subject to conditions, for example the requirement to repay a grant if the property is sold within five years.

The RRO also provides local authorities with a degree of flexibility in devising both its strategy for dealing with poor housing conditions and the policy tools available.

In order to use the powers provided in the RRO the Council must adopt a policy for the provision of the assistance. The Policy complies with that requirement.

2.2 Housing Grants, Construction and Regeneration Act 1996

Much of this Act was been repealed by the RRO. The remaining legislative framework contained within this Act provides the basis for the provision of Disabled Facilities Grants (DFG), which are financial grants to help with the cost of adapting a property to meet the needs of a disabled occupant.

2.3 Housing Act 2004

The Housing Act 2004 provides the method of evaluating the condition of the housing stock (the Housing, Health and Safety Rating System), enforcement provisions relating to housing standards and systems of mandatory and discretionary licensing for properties within in the private rented sector.

3. Policy Conditions

- Applicants may be entitled to apply for more than one form of assistance.
- Where an Applicant meets the eligibility criteria for a particular type of assistance under the Policy, the Council will decide whether to provide assistance having regard to the Council's priorities, the Council's available resources and the Applicant's circumstances.
- Eligibility does not confer entitlement to assistance.
- The Council will decide the nature and extent of any works forming part of any assistance provided under this Policy, and the level of financial assistance provided.

- **Attention is drawn to the Definitions in Section 21, which details the specific definition of certain words and phrases used in the Policy.**

4. Funding

The award of any financial assistance under the Policy is subject to the availability of funding having regard to the approved budget and this may vary on an annual basis. All financial assistance is provided at the discretion of the Council.

5. Types of Assistance Available

The Policy details the loans, grants and other forms of assistance that are available to private sector occupants to improve their living conditions and enable independent living. These are subject to the eligibility criteria and conditions of each form of assistance.

6. Home Repayment Loan

Summary

Assistance	Eligibility
<p>An interest free monthly repayment loan to undertake energy efficiency works or to carry out essential repairs, improvements and/ or adaptations to the property.</p> <p>The minimum loan amount is £300 and the maximum is £3,000. The loan is for 6 months to 5 years.</p>	<ul style="list-style-type: none"> • Owner Occupier • A Low Income Household • Unable to access other forms of financial assistance or borrow money from a high street lender.

Purpose

- 6.1 The purposes for which a Home Repayment Loan may be made are:
- To carry out essential repairs and improvements to the property
 - To carry out energy efficiency works to the property
 - To carry out adaptations to the property that is not eligible for a DFG

Eligibility

- 6.2 To be eligible for assistance the Council must be satisfied that the Applicant meets all of the following criteria:
- Aged 18 or over
 - An Owner Occupier
 - A Low Income Household
 - Unable to access other forms of financial assistance or borrow from a high street lender.
 - Be a Disabled Person for the purpose of adaptations in 6.1 c)
- 6.3 Additionally the Council will satisfy itself that the Applicant has the financial resources to be able to repay the loan. When deciding this issue, it will have regard to:

- a) The Applicant's key monthly income and expenditure supported by three months bank statements, to determine if their available disposable income is sufficient to pay a monthly loan payment over the loan term the Council considers reasonable to offer the Applicant.
- b) Evidence of adverse credit rating – County Court Judgements, Defaults etc will be checked and taken into account (although an adverse credit rating will not automatically exclude an Applicant, it will depend on the nature and reasons for the adverse credit rating).
- c) If Applicants are subject to an Individual Voluntary Arrangement, a Debt Management Plan or Administration Order. If they are, the Council shall not offer the Applicant a loan.
- d) If the Applicant has an undischarged Bankruptcy Order. If they do, the Council shall not offer a loan to an Applicant who cannot provide evidence of discharge.

6.4 If the Applicant does not have sufficient income to support a Home Repayment Loan or the Council cannot offer a Home Repayment Loan due to the Applicant having an Individual Voluntary Agreement, Debt Management Plan or an Administration Order is in place, the Applicant may be considered for a Home Appreciation Loan as set out in the Policy, which requires no monthly repayments.

6.5 Where an Applicant meets the above eligibility criteria, when deciding whether to award a loan, the Council will have regard to the following:

- a) Council's available resources.
- b) Cost of carrying out the Works.
- c) Individual circumstances of the Applicant.

Works

6.6 The Council will carry out a survey of the Property to identify the works required.

6.7 The works will be detailed in the schedule of works (the Works) and it is these Works that will be eligible for the loan. The types of work which will be considered are as follows:

- a) To undertake repairs and improvements to their home - examples are rewiring, roof repairs and window replacements.
- b) Energy efficiency works such as central heating boilers or replacement radiators.
- c) Any disabled adaptations that an Applicant may have to pay for, but cannot afford due to being a Low Income Household.

6.8 The Works must not be started before the loan has been approved, where this has occurred the Council cannot award a loan.

Lending Criteria

6.9 The following lending criteria will be applied to the loan:

- a) The maximum loan will normally be £3,000 and the minimum loan will normally be £300.

- b) The minimum term of the loan is normally 6 months and the maximum term is normally 60 months (5 years), and will be determined by the Council following a financial assessment of the Applicant to determine their available disposable income.
- c) Normally only one loan per Applicant will be approved at any time.
- d) There will be a limited budget each year for this assistance and enquiries will be dealt with in date order on a waiting list system.

6.10 Where the Applicant is eligible for a loan the Council shall decide the loan amount to be approved. When making this decision regard will be given to the following:

- a) The value of the Works
- b) The Council's own financial assessment of the application
- c) Other available solutions to meet the Applicant's needs
- d) The loan amount limits
- e) Any other relevant circumstances

Conditions

6.11 The Applicant will be subject to the conditions detailed in the loan agreement and Legal Charge, these include:

- a) The Property is the only or main residence of the Applicant.
- b) Continued occupation of the Property is sustainable.
- c) All Applicants must have an Owner's Interest in the Property and be party to the loan.
- d) The loan will be secured as a Legal Charge on the Property in the name of the Council.
- e) For the purpose of this Policy a loan approval will be treated as approved on the date a Legal Charge is registered on the Applicant's Property.
- f) Payment of the loan will be made on completion of the Works to the satisfaction of the Council. Payment of the loan will be made direct to the contractor carrying out the Works.

6.12 The Works must be completed within six months of the Loan Application being approved.

Loan Repayment

6.13 The start date for the repayment of the loan is the date on which the Works are certified as satisfactorily completed by the Council.

6.14 The loan will be repayable monthly by Direct Debit.

6.15 Usually, the required monthly repayment amount will be no more than 25% of the disposable income an Applicant has left after payment of all necessary expenditure and living expenses. This will provide a cushion for the Applicant in the event of increased costs over the period of the loan e.g. rising mortgage rates. However, the percentage will be set, having regard to the Applicant's individual circumstances.

6.16 The Applicant may repay the loan in full at any time.

- 6.17 There are no early repayment charges payable if the loan is repaid early.
- 6.18 The loan must be repaid within the agreed loan period or when ownership of the Property changes, whichever occurs first.
- 6.19 The Council will be entitled to demand immediate repayment of the loan together with all other sums owing but unpaid, if there is a breach of the loan agreement and/or Legal Charge, which may include but not limited to any of the following circumstances:
- a) The Applicant doesn't make all the monthly payments when due.
 - b) In the event that the last surviving person with an Owner's Interest dies within the loan period, the loan must be repaid within 18 months of the death by the executors of the estate.
 - c) The Property ceases to be occupied by the Applicant as their only and main residence.
 - d) Any information the Applicant provides about themselves subsequently proves to be materially incomplete, inaccurate, incorrect, or otherwise misleading, such that had the Council known, the offer of loan may not have been made.
 - e) The Applicant takes out further secured borrowing without obtaining the Council's written consent.

Fees

- 6.20 The Loan Set up Fees may be payable by the Applicant and can either be paid up front or added to the loan.
- 6.21 An individual detailed breakdown of the fees payable will be provided to the Applicant prior to them applying for a loan.
- 6.22 If a Loan Application is cancelled after the full application has been submitted then any costs incurred by the Council since the full application was submitted will be recoverable from the Applicant at cost.

Discretion

- 6.23 The Council may award a loan outside the criteria detailed in 6.9 a) to c). When making this decision regard will be given to the individual circumstances of the Applicant and their ability to repay the loan.
- 6.24 Where the Applicant requests that the loan repayment be reduced and the Council, upon consideration of the circumstances of the case, is satisfied that exceptional hardship would be caused were the full amount of loan to be recovered, it may vary the amount to be recovered.
- 6.25 Where the Applicant accesses commercial borrowing after their loan has been paid out, that is secured as a Legal Charge on the property, and where the purpose of that commercial borrowing is for an Approved Purpose, then the Legal Charge securing the commercial borrowing, may, at the discretion of the Council having regard to the individual circumstances of the case, rank in priority to the Legal

Charge secured against the Property under the Policy. When deciding whether to exercise this discretion the Council will have regard to the following:

- a) The type of charge taking priority.
- b) The amount and type of outstanding loan against the Council's lending criteria
- c) The reason a charge priority is being requested.
- d) The current financial vulnerability of the Applicant.

6.26 The above does not constitute an exhaustive list of matters to be considered. Each decision will be considered on the individual merits of the case.

7. Improvement Home Appreciation Loan

Summary

Assistance	Eligibility
<p>An equity loan to undertake essential repairs and improvements to the property and energy efficiency works.</p> <p>The minimum loan amount is £1,000 and the maximum is £30,000.</p>	<ul style="list-style-type: none"> • Owner Occupier • A Low Income Household • Unable to access other forms of financial assistance or borrow money from a high street lender. • Given their financial circumstances the Applicant is unable to make the payments under a Home Repayment Loan or the amount needed is above £3,000.

Purpose

7.1 The purposes for which an Improvement Home Appreciation Loan may be made are:

- a) To carry out essential repairs and improvements to the property
- b) To carry out energy efficiency works to the property

Eligibility

7.2 To be eligible for assistance the Council must be satisfied that the Applicant meets all of the following criteria:

- a) Aged 18 or over
- b) An Owner Occupier
- c) A Low Income Household
- d) Unable to access other forms of financial assistance or borrow from a high street lender.
- e) The Property must not have received loan assistance for works from the Council within the last 5 years

7.3 Where an Applicant meets the above eligibility criteria, when deciding whether to award a loan, the Council will have regard to the following:

- a) Council's available resources.
- b) Cost of carrying out the Works.

- c) Individual circumstances of the Applicant.

The Works

- 7.4 The Council will carry out a survey of the property to identify the works required.
- 7.5 The required works will be detailed in the schedule of works (the Works) and it is these Works that will be eligible for the loan. The types of work which will be considered are as follows:
 - a) To undertake repairs and improvements to their home - examples are rewiring, roof repairs and window replacements.
 - b) Energy efficiency works such as central heating boilers or replacement radiators.
- 7.6 The Works must not be started before the loan has been approved, where this has occurred the Council cannot to award a loan

Lending Criteria

- 7.7 The following lending criteria will be applied to the loan:
 - a) The minimum loan that will normally be available is £1,000 and the maximum loan is normally £30,000.
 - b) The loan must not normally exceed 50% of the unimproved value of the Property.
 - c) The total borrowing, including any outstanding mortgages or secured loan, must not normally exceed 70% of the unimproved value of the property.
 - d) There will be limited budget each year for this assistance and enquiries will be dealt with in date order on a waiting list system.
- 7.8 Where the Applicant is eligible for a loan the Council shall decide the loan amount to be approved. When making this decision regard will be given to the following:
 - a) The current valuation of the Property in its unimproved state and current available equity
 - b) The value of the Works
 - c) The value of the current charges and outstanding mortgage on the Property
 - d) House price trends in the immediate area
 - e) Impact of Council initiatives on house prices in the area
 - f) The Council's own financial assessment of the application
 - g) Other available solutions to meet the Applicant's needs
 - h) The loan amount limits
 - i) Any other relevant circumstances

Conditions

- 7.9 The Applicant will be subject to the conditions detailed in the loan agreement and Legal Charge, these include:
 - a) The Property is only or main residence of the Applicant
 - b) Continued occupation of the Property is sustainable

- c) The Applicant has an Owner's Interest in the property and be party to the loan.
- d) The loan will be secured as a Legal Charge on the property in the name of the Council.
- e) For the purpose of this Policy, a loan approval will be treated as approved on the date a Legal Charge is registered on the Applicant's Property.
- f) Payment of the loan will be made on completion of works to the satisfaction of the Council.
- g) Payment will be made direct to the contractor carrying out the Works.

7.10 The Works must be completed within six months of the Loan Application being approved.

Loan Repayment

7.11 The loan will be repayable on the transfer of ownership of the Property.

7.12 At the time the loan is taken out, the loan amount is expressed as a percentage of the unimproved value of the Property. The amount repayable is the same percentage of the revised valuation of the Property (if the valuation has increased) at the time the loan is repaid.

7.13 On repayment if the value of the Property is the same or has decreased during the period of the loan, only the amount of the original loan is repayable, the maximum amount repayable shall not exceed the available equity in the Property at repayment.

7.14 A fixed property growth cap is in place to protect applicants against exceptional property price rises. This means that when calculating the amount to be repaid, the increase in the value of the property will be limited to 7% per annum.

7.15 Applicants wishing to repay the loan in full prior to transfer of ownership may do so provided that they pay all valuation fees.

7.16 There are no early repayment charges if the loan is repaid early.

7.17 The Council will be entitled to demand immediate repayment of the loan together with all other sums owing but unpaid, if there is a breach of the loan agreement and/or Legal Charge, which may include but not limited to any of the following circumstances:

- a) In the event that the last surviving person with an Owner's Interest dies within the loan period, the loan must be repaid within 18 months of the death by the executors of the estate.
- b) The Property ceases to be occupied by the Applicant as their only and main residence.
- c) Any information the Applicant provides about themselves subsequently proves to be materially incomplete, inaccurate, incorrect, or otherwise misleading, such that had the Council known, the offer of loan may not have been made.
- d) The Applicant fails to observe or perform any terms of the Legal Charge.
- e) The Applicant takes out further secured borrowing without obtaining the Council's written consent.

Fees

- 7.18 The Loan Set Up Fees may be payable by the Applicant and can either be paid up front or added to the loan.
- 7.19 An individual detailed breakdown of the fees payable will be provided to the Applicant prior to them applying for a loan.
- 7.20 If a Loan Application is cancelled after the full application has been submitted then any costs incurred by the Council since the full application was submitted will be recoverable from the Applicant at cost.

Discretion

- 7.21 The Council may award a loan outside the criteria detailed in 7.7 a) to c). When making this decision regard will be given to the individual circumstances of the Applicant.
- 7.22 Where the Applicant requests that the loan repayment be reduced and the Council, upon consideration of the circumstances of the case, is satisfied that exceptional hardship would be caused were the full amount of loan to be recovered, it may vary the amount to be recovered.
- 7.23 Where the Applicant accesses commercial borrowing after their loan has been paid out, that is secured as a Legal Charge on the property, and where the purpose of that commercial borrowing is for an Approved Purpose, then the Legal Charge securing the commercial borrowing, may, at the discretion of the Council having regard to the individual circumstances of the case, rank in priority to the Legal Charge secured against the property under the Policy. When deciding whether to exercise this discretion the Council will have regard to the following:
- The type of charge taking priority.
 - The amount and type of outstanding loan against the Council's lending criteria
 - The reason a charge priority is being requested.
 - The current financial vulnerability of the Applicant.
- 7.24 The above does not constitute an exhaustive list of matters to be considered. Each decision will be considered on the individual merits of the case.

8. Discretionary Disabled Facilities Grant (DFG) Top up Grant

Assistance	Eligibility
<p>A grant to top up the DFG mandatory limit of £30,000 where the assessed cost of the relevant work necessary and appropriate to meet the needs of the disabled occupant exceeds this limit and there is no alternative funding available.</p> <p>The maximum grant is up to £20,000.</p>	<ul style="list-style-type: none">• Qualifies for a DFG• Eligible costs of the work exceed the amount allowable under the DFG.• Private Occupier or Private Registered Provider Tenant

Purpose

- 8.1 The purpose for which a Discretionary DFG Top up Grant may be made is when the cost of the work is assessed as necessary and appropriate to meet the needs of the disabled occupant but it exceeds the mandatory DFG limit of £30,000.

Eligibility

- 8.2 To be eligible for assistance the Council must be satisfied that the Applicant meets all of the following criteria:
- a) Qualifies for and is in receipt of a DFG
 - b) The eligible costs of the work exceed the mandatory DFG limit.
 - c) Is a Private Occupier or Private Registered Provider Tenant
- 8.3 Within the above criteria for eligibility, priority for awarding a grant will be determined having regards to the:
- a) The Council's available resources
 - b) The individual's circumstances
 - c) Cost of the Works

Works

- 8.4 The Council will determine the nature, quality and extent of the works to be funded by the grant which it will detail in a schedule of works (the Works).
- 8.5 Any work in addition or exceeding the Works will not be funded under the grant.

Conditions

- 8.6 The Applicant will be subject to the following conditions attached to the grant:
- a) Has an Owner's Interest in the Property
 - b) The Applicant provides a completed Owner's Consent Form
 - c) The maximum grant will normally be £20,000.
 - d) The grant will only be paid when the Council is satisfied that the Works have been completed to their satisfaction and in accordance with the grant approval.
 - e) The Works will be completed within 12 months of application approval.
 - f) Payments will generally be made directly to the contractors specified on the DFG approval.
 - g) A 10% administration fee is charged where technical support is used. A 5% administration fee is applied where there is no technical input.
 - h) The Council may recalculate, withhold or demand repayment of the grant where it has determined that the Applicant is no longer entitled to the DFG referred to in paragraph 8.2 a) or that the DFG is re-calculated, withheld or repaid

Discretion

8.7 The Council may approve a grant outside the limits in paragraph 8.6 c). When making this decision regard will be made to the matters specified in paragraph 8.3 above. These matters do not constitute an exhaustive list of matters to have regards to. Each decision will be considered on the individual merits of the case.

9. Disabled Person's Home Appreciation Loan

Summary

Assistance	Eligibility
<p>An equity loan to undertake enhanced works to meet the disabled person's needs or pay towards the contribution towards the mandatory DFG works</p> <p>The minimum loan amount is £1,000 and the maximum is £30,000.</p>	<ul style="list-style-type: none"> • Owner Occupier • Qualifies for a DFG • A Low Income Household • Unable to access other forms of financial assistance or borrow money from a high street lender. • Given their financial circumstances the Applicant is unable to make the payments under a Home Repayment Loan or the amount needed is above £3,000.

Purpose

- 9.1 The purposes for which a Disabled Person's Home Appreciation Loan may be made provided are to:
- a) Undertake works not covered by the DFG, for example to allow for a more satisfactory internal living arrangement to better meet the households needs; or
 - b) To help pay towards the Applicant's contribution towards the mandatory DFG works

Eligibility

- 9.2 To be eligible for assistance the Council must be satisfied that the Applicant meets all of the following criteria:
- a) Aged 18 or over
 - b) An Owner Occupier
 - c) Qualifies for a DFG
 - d) A Low Income Household
 - e) Unable to access other forms of financial assistance or borrow from a high street lender.
 - f) The property must not have received loan assistance for works from the Council within the last 5 years
- 9.3 Where an Applicant meets the above eligibility criteria, when deciding whether to award a loan, the Council will have regard to the following:
- a) Council's available resources.
 - b) Cost of carrying out the Works.

- c) Individual circumstances of the Applicant.

The Works

- 9.4 The Council will carry out a survey of the property to identify the works required.
- 9.5 The required works will be detailed in the schedule of works (the Works) and it is these works that will be eligible for the loan. This may include works outside of the mandatory DFG to benefit the household.
- 9.6 The Works must not be started before the loan has been approved, where this has occurred the Council cannot award a loan

Lending Criteria

- 9.7 The following lending criteria will be applied to the loan:
 - a) The minimum loan that will normally be available is £1,000 and the maximum loan is normally £30,000.
 - b) The loan must not normally exceed 50% of the unimproved value of the property.
 - c) The total borrowing, including any outstanding mortgages or secured loan, must not normally exceed 70% of the unimproved value of the property.
 - d) There will be limited budget each year for this assistance and enquiries will be dealt with in date order on a waiting list system.
- 9.8 Where the Applicant is eligible for a loan the Council shall decide the loan amount to be approved. When making this decision regard will be given to the following:
 - a) The current valuation of the Property in its unimproved state and current available equity
 - b) The value of The Works
 - c) The value of the current charges and outstanding mortgage on the Property
 - d) House price trends in the immediate area
 - e) Impact of Council initiatives on house prices in the area
 - f) The Council's own financial assessment of the application
 - g) Other available solutions to meet the Applicant's needs
 - h) The loan amount limits
 - i) Any other relevant circumstances

Conditions

- 9.9 The Applicant will be subject to the conditions detailed in the loan agreement and Legal Charge, these include:
 - a) The property is only or main residence of the Applicant
 - b) Continued occupation of the Property is sustainable
 - c) Has an Owner's Interest in the Property and will be party to the loan.
 - d) The loan will be secured as a Legal Charge on the Property in the name of the Council.
 - e) For the purpose of this Policy a loan approval will be treated as approved on the date a Legal Charge is registered on the Applicant's Property.

- f) Payment of the loan will be made on completion of works to the satisfaction of the Council.
- g) Payment will be made direct to the contractor carrying out the Works.

9.10 The Works must be completed within six months of the Loan Application being approved.

Loan Repayment

9.11 The loan will be repayable on the transfer of ownership of the property.

9.12 At the time the loan is taken out, the loan amount is expressed as a percentage of the unimproved value of the property. The amount repayable is the same percentage of the revised valuation of the property (if the valuation has increased) at the time the loan is repaid.

9.13 On repayment, if the value of the Property is the same or has decreased during the period of the loan, only the amount of the original loan is repayable. The maximum amount repayable shall not exceed the available equity in the property at repayment.

9.14 A fixed property growth cap is in place to protect applicants against exceptional property price rises. This means that when calculating the amount to be repaid, the increase in the value of the property will be limited to 7% per annum.

9.15 Applicants wishing to repay the loan in full prior to transfer of ownership may do so provided that they pay all valuation fees.

9.16 There are no early repayment charges if the loan is repaid early.

9.17 The Council will be entitled to demand immediate repayment of the loan together with all other sums owing but unpaid, if there is a breach of the loan agreement and/or Legal Charge, which may include but not limited to any of the following circumstances:

- a) In the event that the last surviving person with an Owner's Interest dies within the loan period, the loan must be repaid within 18 months of the death by the executors of the estate.
- b) The Property ceases to be occupied by the Applicant as their only and main residence.
- c) Any information the Applicant provides about themselves subsequently proves to be materially incomplete, inaccurate, incorrect, or otherwise misleading, such that had the Council known, the offer of loan may not have been made.
- d) The Applicant fails to observe or perform any terms of the Legal Charge.
- e) The Applicant takes out further secured borrowing without obtaining the Council's written consent.

Fees

9.18 The Loan Set up Fees may be payable by the Applicant and can either be paid up front or added to the loan.

- 9.19 An individual detailed breakdown of the fees payable will be provided to the Applicant prior to them applying for a loan.
- 9.20 If a Loan Application is cancelled after the full application has been submitted then any costs incurred by the Council since the full application was submitted will be recoverable from the Applicant at cost.

Discretion

- 9.21 The Council may award a loan outside the criteria detailed in 9.7 a) to c). When making this decision regard will be given to the individual circumstances of the Applicant.
- 9.22 Where, the Applicant requests that the loan repayment be reduced and the Council, upon consideration of the individual circumstances of the case is satisfied that exceptional hardship would be caused were the full amount of loan to be recovered, it may vary the amount to be recovered.
- 9.23 Where the Applicant accesses commercial borrowing that is secured as a Legal Charge on the property, and where the purpose of that commercial borrowing is for an Approved Purpose, then the legal charge securing the commercial borrowing, may, at the discretion of the Council having regard to the individual circumstances of the case, rank in priority to the Legal Charge secured against the property under the Policy. When deciding whether to exercise this discretion the Council will have regard to the following:
- a) The type of charge taking priority.
 - b) The amount and type of outstanding loan against the Council's lending criteria
 - c) The reason a charge priority is being requested.
 - d) The current financial vulnerability of the Applicant.
- 9.24 The above does not constitute an exhaustive list of matters to be considered. Each decision will be considered on the individual merits of the case.

10. Relocation Loan

Summary

Assistance	Eligibility
<p>An equity loan to enable an owner occupier to purchase another property in following circumstances:</p> <ul style="list-style-type: none"> • The current property is subject to Council led regeneration; or • A DFG is not reasonably practicable or cost effective in the current property and they need to move to a more suitable property. <p>The maximum loan amount is £70,000.</p>	<ul style="list-style-type: none"> • Owner Occupier and/or • Qualifies for DFG

Purpose

- 10.1 The purposes for which a Relocation Loan application may be made are to enable an Applicant to purchase another property (the Purchased Property):
- a) Where the Owner Occupier is required to permanently leave their current Property because it is subject to Council led regeneration such as demolition or significant remodelling; or
 - b) Where the Applicant meets the eligibility criteria for a DFG in respect of the current Property but it is not reasonable or practical to undertake the necessary adaptations.

Eligibility

- 10.2 To be eligible for assistance the Council must be satisfied that the Applicant meets all of the following criteria:
- a) The Applicants current property is subject to Council led regeneration, or the Applicant meets the eligibility criteria for a DFG in respect of the current Property, but it is not reasonable or practical to undertake the necessary adaptations.
 - b) The Applicant has owned and been living in the current Property for at least the 12 months prior to the Loan application.
- 10.3 If more than one person has an Owner's Interest in the current Property, all may be eligible for a Relocation Loan, but the total amount of loans available shall not exceed the amounts set out in 10.4 a) to c).

Lending Criteria

- 10.4 The following lending criteria will be applied to the loan:
- a) The maximum loan will not normally exceed 100% of the value of the Applicant's current Property subject to a maximum possible amount of £70,000.
 - b) The maximum value of a Relocation Loan will not normally exceed 50% of the value of the Purchased Property.
 - c) The maximum amount of secured borrowing, including the Relocation Loan, will not normally exceed 90% of the value of the Purchased Property.
- 10.5 The amount of the Relocation Loan will vary according to:
- a) The value of the Applicant's current Property
 - b) The Applicant's housing need
 - c) The value of current charges or outstanding mortgage on the current Property
 - d) The value of the Purchased Property
 - e) The available Council funding for the provision of the Relocation Loan

Conditions

- 10.6 The Applicant will be subject to the conditions detailed in the loan agreement and Legal Charge, these include:
- a) The Applicant will become the Owner Occupier of the Purchased Property and it will be their only or main residence.
 - b) The Purchased Property is located in the United Kingdom.
 - c) Continued occupation of the Purchased Property is sustainable.
 - d) The Purchased Property will not be Over-crowded.
 - e) The Applicant will have an Owner's Interest in the Purchased Property and be party to the loan.
 - f) The loan will be secured on the Purchased Property registered as a Legal Charge in the name of the Council.
 - g) The loan amount will be registered as a percentage of the market value of the Purchased Property.
 - h) The Council is satisfied the Purchased Property is capable of having a mortgage secured on it.
 - i) The Applicant will normally be expected to use for the purchase of the Purchased Property the proceeds from the sale of the current Property and/or transfer their existing mortgage, which is secured on the current Property, or take out a mortgage to the value of the existing mortgage.
 - j) Payment of the loan will be made direct to the Applicant's solicitor.

Loan Repayment

- 10.7 The Relocation Loan will be repaid on transfer of ownership as a percentage of the market value of the Purchased Property at the time of repayment. This is usually through the sale of the Purchased Property or on the death of the Applicant.
- 10.8 The Council will be entitled to demand immediate repayment of the loan together with all other sums owing but unpaid, if there is a breach of the Loan Agreement and/or Legal Charge, which may include but not limited to any of the following circumstances:
- a) In the event that the last surviving person with an Owner's Interest dies within the loan period, the loan must be repaid within 18 months of the death by the executors of the estate.
 - b) The Purchased Property ceases to be occupied by the Applicant as their only and main residence.
 - c) Any information the Applicant provides about themselves subsequently proves to be materially incomplete, inaccurate, incorrect, or otherwise misleading, such that had the Council known, the offer of loan may not have been made.
 - d) The Applicant fails to observe or perform any terms of the Legal Charge.
 - e) The Applicant takes out further secured borrowing without obtaining the Council's written consent.

Fees

- 10.9 The Loan Set up Fees may be payable by the Applicant and can either be paid up front or added to the loan.
- 10.10 An individual detailed breakdown of the fees payable will be provided to the Applicant prior to them applying for a loan.

10.11 If a Loan Application is cancelled after the full application has been submitted then any costs incurred by the Council since the full application was submitted will be recoverable from the Applicant at cost.

Discretion

10.12 Where the Council is satisfied on consideration of the Applicants individual circumstances that a loan paid in accordance with the loan restrictions under points 10.4 a) to c) may result in the Applicant having to purchase a property that would be Over-Crowded, they may approve a loan not subject to these limits.

10.13 The Council in considering this discretion may have regard to the following circumstances:

- a) The Applicant has specific housing needs impacting on the value of the Purchased Property required to meet those needs
- b) The Applicant is unable to transfer their existing mortgage to put towards the Purchased Property.

10.14 Where the Applicant requests that the loan repayment be reduced or deferred and the Council, upon considerations of the case are satisfied that exceptional hardship would be caused were the full amount of loan to be recovered; it may vary the amount to be recovered or the date to be repaid.

10.15 Where the Applicant accesses commercial borrowing after their loan has been paid out, that is secured as a Legal Charge on the property, and where the purpose of that commercial borrowing is for an Approved Purpose, then the Legal Charge securing the commercial borrowing, may, at the discretion of the Council having regard to the individual circumstances of the case, rank in priority to the Legal Charge secured against the property under this policy.

10.16 When deciding whether to exercise this discretion the Council will have regard to the following:

- a) The type of charge taking priority.
- b) The amount and type of outstanding loan against the Council's lending criteria
- c) The reason a charge priority is being requested.
- d) The current financial vulnerability of the Applicant.

10.17 The above does not constitute an exhaustive list of matters to be considered. Each decision will be considered on the individual merits of the case.

11. Foster Carer Home Adaptation and Extension Loan

Summary

Assistance	Eligibility
An interest free loan for works to extend or adapt a property approved by the Council for foster care placements to enable	<ul style="list-style-type: none"> • Foster carer with the Council 12 months prior to the application • Owner Occupier • The adaptation or extension will enable

<p>additional foster care placements to be made at the property or to provide permanency for children in placement who require additional bedroom space.</p> <p>The minimum loan amount is £5,000 and the maximum is £60,000. The loan term is 5 years.</p>	<p>additional foster care placements or accommodate hard to place groups e.g.</p> <ul style="list-style-type: none"> ○ To enable siblings to be placed together ○ To facilitate the placement of disabled children ○ To create additional foster care placements for children and young people aged 10+ years
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Purpose

- 11.1 The purpose for which a Foster Carer Home Adaptation and Extension Loan may be made is to fund works to extend or adapt a property, approved by the Council for foster care placements to:
- a) Enable siblings to be placed permanently
 - b) Facilitate the placement of disabled children
 - c) Create additional foster care placements for children and young people aged 10+ years
- 11.2 Under this section of the Policy the term Loan Period “shall mean the period of 5 years beginning with the date the Council confirms that it is satisfied that the Works have been satisfactorily completed”.

Eligibility

- 11.3 To be eligible for assistance the Council must be satisfied that all of the following criteria apply:
- a) Be an Owner Occupier
 - b) The Applicant for the 12 month period prior to the application for assistance being made has been a Council approved foster carer and has at some time during that period had a child placed by the Council.
 - c) The Property is approved by the Council to be used for foster caring.
 - d) It is reasonable and practical to carry out the works to extend or adapt the Property to provide additional accommodation for foster care placements having regard to the age and condition of the property.
- 11.4 Within the above criteria for eligibility, priority for awarding a loan will be determined having regards to:
- a) The Council’s available resources
 - b) The cost of carrying out necessary work
 - c) The needs of children requiring foster placements

Works

- 11.5 The Council will determine the nature, quality and extent of the works to be funded by the loan which it will detail in a schedule of works (the Works).

- 11.6 Any work in addition to or exceeding the Works will not be funded under the loan. The Applicant will need to fund this work themselves.
- 11.7 The Works must not be started before the loan has been approved, where this has occurred the Council cannot award a loan

Lending Criteria

- 11.8 The following lending criteria will be applied to the loan:
- a) The maximum value for all secured borrowing on the property, including the loan, will not normally exceed 70% of the anticipated improved value of the property.
 - b) The minimum loan will normally be £5,000 and the maximum will normally be £60,000.
 - c) The maximum value of a Loan will not normally exceed 50% of the anticipated improved value of the property following completion of the Works.
 - d) The loan shall be interest free.
 - e) There will be limited budget each year for this assistance and enquiries will be dealt with in date order on a waiting list system.
- 11.9 Where the Applicant is eligible for a loan the Council shall decide the loan amount to be approved. When making this decision regard will be given to the following:
- a) The anticipated improved valuation of the Property and potential available equity following completion of the Works.
 - b) House price trends in the immediate area.
 - c) Impact of Council initiatives on house prices in the area.
 - d) The Council's own financial assessment of the application.
 - e) Other available solutions to meet the Applicant's needs.
 - f) The loans amount limits under 11.8 a) to c)
 - g) Any other relevant circumstances

Conditions

- 11.10 The Applicant will be subject to the conditions detailed in the loan agreement and Legal Charge, these include:
- a) The Property is the only or main residence of the Applicant.
 - b) Continued occupation of the Property is sustainable.
 - c) The Applicant has an Owner's Interest in the Property and be party to the loan.
 - d) The loan will be secured on the Property registered as a Legal Charge in the name of the Council.
 - e) Throughout the Loan Period the Applicant will be available to foster children placed by the Council at the property. Where, during the loan period, for a temporary period, the Applicant is unable to foster children, for example due to ill health, the Council, will consider, on the circumstances of the case, whether for the purpose of this condition, the Applicant should be treated as being available to foster children.
 - f) The Works must be completed within six months of the loan application being approved.

- g) Payment of the loan will be made on completion of Works to the satisfaction of the Council. Payment will be made direct to the contractor carrying out the Works.

Fees

- 11.11 The Loan Set up Fees may be payable by the Applicant and can either be paid up front or added to the loan.
- 11.12 An individual detailed breakdown of the fees payable will be provided to the Applicant prior to them applying for a loan.
- 11.13 If a Loan Application is cancelled after the full application has been submitted then any costs incurred by the Council since the full application was submitted will be recoverable from the Applicant at cost.

Loan Repayment

- 11.14 Where the Council is satisfied that throughout the Loan Period, the loan conditions in 11.10 have not been breached it will not seek to recover the loan and will discharge the Legal Charge.
- 11.15 In the event of a breach of loan conditions during the Loan Period, the loan will become immediately repayable.
- 11.16 As the loan is interest free, the amount of the loan to be recovered will be the original amount lent less 20% of the original amount lent for each completed year of the Loan Period where the Council is satisfied that the loan conditions have been complied with throughout each completed year.
- 11.17 The maximum amount repayable shall not exceed the available equity in the property at repayment.
- 11.18 The Council will be entitled to demand immediate repayment of the loan together with all other sums owing but unpaid, if there is a breach of the loan agreement and/or Legal Charge, which may include but not limited to any of the following circumstances:
- a) In the event that the last surviving person with an Owner's Interest dies within the Loan Period, the loan must be repaid within 18 months of the death by the executors of the estate.
 - b) The Property ceases to be occupied by the Applicant(s) as their only and main residence.
 - c) Any information the Applicant provides about themselves subsequently proves to be materially incomplete, inaccurate, incorrect, or otherwise misleading, such that had the Council known, the offer of loan may not have been made.
 - d) The Applicant ceases to be a foster carer during the Loan Period.
 - e) The Applicant fails to observe or perform any terms of the Legal Charge.
 - f) The Applicant takes out further secured borrowing without obtaining the Council's written consent.

Discretion

- 11.19 The Council may approve a loan outside the limits in paragraphs 11.8 a) to c). When making this decision regard will be made to the matters specified in 11.3 and 11.4 above. These matters do not constitute an exhaustive list of matters to have regards to. Each decision will be considered on the individual merits of the case.
- 11.20 Where, the Applicant requests that the loan repayment be reduced and the Council, upon consideration of the individual circumstances of the case is satisfied that exceptional hardship would be caused were the full amount of loan to be recovered, it may vary the amount to be recovered as calculated in 11.16.
- 11.21 Where the Applicant accesses commercial borrowing after their loan has been paid out, that is secured as a Legal Charge on the Property, and where the purpose of that commercial borrowing is for an Approved Purpose, then the Legal Charge securing the commercial borrowing, may, at the discretion of the Council having regard to the individual circumstances of the case, rank in priority to the Legal Charge secured against the property under the Policy.
- 11.22 When deciding whether to exercise the discretion in paragraph 11.21 the Council, will have regard to the following matters:
- a) The type of charge taking priority.
 - b) The amount and type of outstanding loan against the Council's lending criteria
 - c) The reason a charge priority is being requested.
 - d) The current financial vulnerability of the Applicant.
- 11.23 The above does not constitute an exhaustive list of matters to have regards to. Each decision will be considered on the individual merits of the case.

12. Foster Carer Relocation Loan

Summary

Assistance	Eligibility
<p>An interest free loan to enable the Foster Carer to move to a different property in order to accommodate additional foster care placements or to provide permanency for children in placement who require additional bedroom space.</p> <p>The maximum amount is £60,000.</p>	<ul style="list-style-type: none"> • Foster carer with the Council 12 months prior to the application • Owner Occupier • The current dwelling is unsuitable to accommodate more foster care placements or hard to place groups

Purpose

- 12.1 The purposes for which a Foster Carer Relocation Loan may be made to enable an Applicant to purchase another property (the Purchased Property) are:
- a) The current dwelling is unsuitable for adaptation or extension
 - b) The Purchased Property should enable the Foster Carer to:
 - Accommodate siblings permanently

- Facilitate the placement of disabled children
- Create additional foster care placements for children and young people aged 10+ years

12.2 Under this section of the Policy the term Loan Period “shall mean the period of 5 years beginning with the date the Council confirms that it is satisfied that the Works have been satisfactorily completed”.

Eligibility

12.3 To be eligible for assistance the Council must be satisfied that the Applicant meets all of the following criteria:

- a) Be an Owner Occupier
- b) The Applicant has been a Council approved foster carer for the 12 month period prior to the application and has at some time during that period had a child placed by the Council.
- c) The current dwelling is unsuitable for adaptation or extension at reasonable expense to provide accommodation for additional foster care placements or hard to place groups
- d) The Purchased Property is approved by the Council as being suitable for foster caring.
- e) The Purchased Property is suitable to accommodate additional foster care placements or hard to place groups.

12.4 If more than one person has an Owner’s Interest in the current Property, all may be eligible for a Relocation Loan, but the total amount of loans available shall not exceed the amounts set out in 12.5 a) to c).

Lending Criteria

12.5 The following lending criteria will be applied to the loan:

- a) The maximum value of a Foster Carer Relocation Loan will not normally exceed 50% of the value of the Purchased Property.
- b) The maximum loan will not normally exceed 100% of the value of the applicant’s current property subject to a maximum possible value of £60,000.
- c) The maximum loan for all secured borrowing, including the Foster Carer Relocation Loan, will not normally exceed 90% of the value of the Purchased Property.
- d) The loan shall be interest free.

12.6 Where the Applicant is eligible for a loan the Council shall decide the loan amount to be approved. When making this decision regard will be given to the following:

- a) The value of the Applicant’s current Property
- b) The Applicant housing needs
- c) The value of current charges or outstanding mortgage on the current Property
- d) The value of the Purchased Property
- e) The available Council funding for the provision of the Foster Carer Relocation Loan

Conditions

- 12.7 The Applicant will be subject to the conditions detailed in the Loan Agreement and Legal Charge, these include:
- a) The Applicant will become the Owner Occupier of the Purchased Property and it will be their only or main residence.
 - b) The Purchase Property will be the only or main residence of the Applicant.
 - c) The Purchased Property is located in the United Kingdom.
 - d) Continued occupation of the Purchased Property is sustainable.
 - e) The Purchased Property will not be overcrowded.
 - f) The Applicant will have an Owner's Interest in the Purchased Property and be party to the loan.
 - g) The loan amount will be secured on the Purchased Property registered as a Legal Charge in the name of the Council.
 - h) The loan amount will be registered as a percentage of the market value of the Purchased Property.
 - i) Payment of the loan will be made direct to the Applicant's solicitor.
 - j) The Council is satisfied the Purchase Property is capable of having a mortgage secured on it.
 - k) The Applicant will normally be expected to use for the purchase of the Purchased Property the proceeds from the sale of the current Property and/or transfer their existing mortgage, which is secured on the current Property, or take out a mortgage to the value of the existing mortgage.
 - l) Throughout the Loan Period the Applicant will be available to foster children placed by the Council at the property. Where, during the loan period, for a temporary period, the Applicant is unable to foster children, for example due to ill health, the Council, will consider, on the circumstances of the case, whether for the purpose of this condition, the Applicant should be treated as being available to foster children.
 - m) The Purchased Property must be suitable to accommodate additional foster placements within 3 months of the Applicant acquiring the legal title to the Purchased Property.

Loan Repayment

- 12.8 The loan will be repayable on the transfer of ownership of the Purchased Property within the 5 year Loan Period. If the ownership of the Purchased Property has not been transferred within the Loan Period, the Council will not seek to recover the loan and will discharge the Legal Charge.
- 12.9 As the loan is interest free, the amount of the loan to be recovered will be the original amount lent less 20% of the original amount lent for each completed year of the loan period where the Council is satisfied that the loan conditions have been complied with throughout each completed year.
- 12.10 The maximum amount repayable shall not exceed the available equity in the property at redemption.
- 12.11 In the event of a breach of loan conditions during the Loan Period, the loan will become immediately repayable.

12.12 The Council will be entitled to demand immediate repayment of the loan together with all other sums owing but unpaid, if there is a breach of the loan agreement and/or Legal Charge, which may include but not limited to any of the following circumstances:

- a) In the event that the last surviving person with an Owner's Interest dies within the Loan Period, the loan must be repaid within 18 months of the death by the executors of the estate.
- b) The Property ceases to be occupied by the Applicant as their only and main residence.
- c) Any information the Applicant provides about themselves subsequently proves to be materially incomplete, inaccurate, incorrect, or otherwise misleading, such that had the Council known, the offer of loan may not have been made.
- d) The Applicant ceases to be a foster carer during the Loan Period.
- e) The Applicant fails to observe or perform any terms of the Legal Charge.
- f) The Applicant takes out further secured borrowing without obtaining the Council's written consent.

Fees

12.13 The Loan Set up Fees may be payable by the Applicant and can either be paid up front or added to the loan.

12.14 An individual detailed breakdown of the fees payable will be provided to the Applicant prior to them applying for a loan.

12.15 If a Loan Application is cancelled after the full application has been submitted then any costs incurred by the Council since the full application was submitted will be recoverable from the Applicant at cost.

Discretion

12.16 The Council may approve a loan outside the limits in paragraphs 12.5 a) to c). When making this decision regard will be made to the matters specified in 12.3 and 12.4 above. These matters do not constitute an exhaustive list of matters to have regards to. Each decision will be considered on the individual merits of the case.

12.17 Where, because of exceptional hardship, the Applicant requests that the loan repayment be reduced, the Council upon being satisfied that exceptional hardship would indeed be caused were the full amount of loan to be recovered, may vary the amount to be recovered as calculated in 12.9.

12.18 Where the Applicant accesses commercial borrowing after their loan has been paid out, that is secured as a Legal Charge on the property, and where the purpose of that commercial borrowing is for an Approved Purpose, then the legal charge securing the commercial borrowing, may, at the discretion of the Council, having regard to the individual circumstances of the case, rank in priority to the legal charge secured against the property under the Policy.

12.19 When deciding whether to exercise the discretion in paragraph 12.18 the Council, will have regard to the following matters:

- a) The type of charge taking priority.

- b) The amount and type of outstanding loan against the Council's lending criteria
- c) The reason a charge priority is being requested.
- d) The current financial vulnerability of the Applicant.

12.20 With reference to the above does not constitute an exhaustive list of matters to have regards to. Each decision will be considered on the individual merits of the case.

13. Accelerated Adaptations Grant

Summary

Assistance	Eligibility
<p>A fast track grant for the provision of adaptations where:</p> <ul style="list-style-type: none"> • The Applicant is terminally ill • The adaptation will reduce or delay the need for care • The adaptation will prevent the Applicant from going into care upon discharge from hospital <p>The maximum grant is £10,000.</p>	<ul style="list-style-type: none"> • Disabled Person, has a dependent child that is disabled, or is terminally ill • Assessed by an Occupational Therapist as having specific needs as set out in the eligibility criteria • Private Occupier

Purpose

13.1 The purposes for which an Accelerated Adaptations Grant may be made are where:

- a) The Applicant is terminally ill
- b) The adaptation will reduce or delay the need for care
- c) The adaptation will prevent the Applicant from going into care upon discharge from hospital

Eligibility

13.2 To be eligible for assistance the Council must be satisfied that the Applicant meets all of the following criteria:

- a) Is a Disabled Person, has a dependent child that is a Disabled Person or is terminally ill
- b) Following an assessment by an Occupational Therapist of the Applicant's needs, the adaptation identified will meet these needs, delay the requirement of care or prevent the Applicant going into care upon discharge from hospital.
- c) Private Occupier

13.3 Where an Applicant meets the above eligibility criteria, when deciding whether to provide the grant, the Council will have regard to the following:

- Council's available resources.
- Individual circumstances of the Applicant.

- Cost of carrying out the works.

Works

- 13.4 The Council will determine the nature, quality and extent of the works to be funded by the grant, which it will detail in a schedule of works (the Works).
- 13.5 Any work in addition or exceeding the Works will not be funded under the grant.

Conditions

- 13.6 The Applicant will be subject to the following conditions:
- Owner Occupiers have an Owner's Interest in the Property
 - The Applicant provides a completed Owner's Consent Form
 - The maximum grant will normally be £10,000.
 - The Applicant will usually be required to provide two estimates for the Works.
 - The Works will be completed within 6 months of application approval.
 - Payment will be made on completion of the Works when the Council is satisfied that the work has been completed to their satisfaction.
 - Payments will generally be made directly to the contractors.
- 13.7 Where the Works are likely to exceed £10 000, the Applicant may be advised to make a DFG application. Further, where works in addition to the adaptation Works are required the Applicant may be advised to make a DFG application.

Discretion

- 13.8 The Council may approve a grant outside the limit in paragraphs 13.7 c). When making this decision regard will be made to the matters specified in 13.2 and 13.3 above. These matters do not constitute an exhaustive list of matters to have regards to. Each decision will be considered on the individual merits of the case.

14. Disabled Person's Equipment and Assistive Technology Assistance

Summary

Assistance	Eligibility
The provision of equipment and/or assistive technology to a Disabled Person that is necessary to improve their living conditions and enable them to remain living in their own home.	<ul style="list-style-type: none"> • A Disabled Person • Assessed by an Occupational Therapist as having specific needs as set out in the eligibility criteria • Private Occupier, Private Register Provider Tenant or Council Tenant

Purpose

- 14.1 The purposes for which Equipment and Assistive Technology Assistance are given are:

a) The equipment and/or assistive technology will significantly improve the living conditions of the disabled people by helping them to maintain their independence, manage risks in and around the home and enable a person to remain living in their own home. This may include items such as:

- Mini-lifts
- Shower trays
- Sensor equipment
- Personal alarms and security systems (telecare)

b) The equipment and/or assistive technology are assessed as necessary as determined by an Occupational Therapist.

14.2 This list is not an exhaustive list of the equipment and technology that can be provided.

Eligibility

14.3 To be eligible for assistance the Council must be satisfied that the Applicant meets all of the following criteria:

- a) The Applicant is a Disabled Person
- b) Following an assessment by an Occupational Therapist of the Applicant's disablement needs, the equipment and/or assistive technology identified will meet their needs and have the effect of improving their living conditions and enable them to remain living in their own home.
- c) The Applicant is a Private Occupier, Private Register Provider Tenant or a Council Tenant

14.4 Where an Applicant meets the above eligibility criteria, when deciding whether to provide the equipment and/or assistive technology, the Council will have regard to the following:

- Council's available resources.
- Cost of the equipment/assistive technology.
- Individual circumstances of the Applicant.

Conditions

14.5 The Applicant will be subject to the following conditions:

- a) The equipment and/or assistive technology must be returned to the Council where the Council considers it is no longer required to meet the Applicant's disablement needs.
- b) There is no limit to the number of applications a person can make for provision of equipment as long as they meet the eligibility criteria listed in 14.3.

15. Minor Works Grants

Summary

Assistance	Eligibility
A grant of up to £5,000 for low income owner occupied households with a Disabled Person or person with a Limiting Long Term Illness to carry out minor repairs or improvements to address health and safety risks in the property, enable them to live independently or prevent them from being admitted to hospital.	<ul style="list-style-type: none"> • A member of the household is a Disabled Person or has a Limiting Long Term Illness. • Owner Occupier • Low Income Household

Purpose

15.1 The purposes for which a Minor Works Grant may be made are to carry out minor repairs or improvements to address:

- a) Health and safety risks
- b) Enable independent living
- c) Prevent hospital admission

Eligibility

15.2 To be eligible for assistance the Council must be satisfied that the Applicant meets all of the following criteria:

- a) A member of the household is a Disabled Person or has a Long Term Limiting Illness.
- b) Be an Owner Occupier
- c) Be a Low Income Household

15.3 Within the above criteria for eligibility, priority for awarding a grant will be determined having regards to the:

- Council's available resources
- Individual circumstances of the Applicant
- Cost of carrying out the works

Works

15.4 The Council will determine the nature, quality and extent of the works to be funded by the grant, which it will detail in a schedule of works (the Works).

15.5 Any work in addition or exceeding the Works will not be funded under the grant.

Conditions

15.6 The Applicant will be subject to the following conditions attached to the grant:

- a) Has an Owner's Interest in the Property
- b) The Applicant provides a completed Owner's Consent Form
- c) The maximum grant will normally be £5,000.
- d) The Applicant will usually be required to provide three estimates for the Works

- e) The works will be completed within 6 months of application approval
- f) Payment will be made on completion of the Works when the Council is satisfied that the work has been completed to their satisfaction.
- g) Payments will generally be made directly to the contractors.

15.7 The Council may only approve two Minor Works Grants of the same dwelling in a period of 3 years. The maximum Minor Works Grant available during this period is the maximum grant under 16.7

Discretion

15.9 The Council may approve a grant outside the limit in paragraphs 15.7 c). When making this decision regard will be made to the matters specified in 15.2 and 15.3. These matters do not constitute an exhaustive list of matters to have regards to. Each decision will be considered on the individual merits of the case.

16. General Discretion

16.1 The application of the Policy requires flexibility and discretion to respond effectively to a wide range of circumstances within the broader policy framework. For this reason, under the Policy there is discretion to vary the application of the Policy as follows:

- a) Whether to enforce the application of any condition applying to the provision of assistance under the Policy, having regard to all the circumstances of the case.
- b) To approve additional financial assistance above the maximum limit, where works of an exceptional and unforeseen nature cause the costs of the works to exceed the maximum limit and having regard to the individual circumstances of the case.

16.2 Where the Council is satisfied that a property or properties might be subject to a Council initiative or scheme that will have an effect on the property or properties, or in respect of a property or properties conflict may occur with other assistance proposals, the Council may decide that any form of assistance within the Policy does not apply to that property or properties.

17. Preliminary and Ancillary Service Charges

17.1 In the provision of any form of assistance involving the carrying out of building works, the Council will make a service charge for the following types of service:

- a) Preparation of schedules of works
- b) Assistance in the completion of forms and the application process
- c) Regular contact with the applicant during work in progress.

17.2 The amount charged will be set out prior to the charge being incurred and the level will depend on the level of service being provided. The level of charges will be reviewed periodically.

17.3 Where the charges are incurred in conjunction with the provision of any form of grant assistance, the charges will form part of the financial assistance being provided

17.4 Where the cost of the works exceeds the maximum level of grant assistance, financial assistance to cover the cost of the charges will be paid in addition.

18. Complaints Procedure

18.1 The Council has a corporate Complaints Policy that will apply in relation to any complaints about the implementation of any of the processes flowing from the Policy. The Complaints Policy can be found here:
<https://www.sheffield.gov.uk/home/your-city-council/make-complaint-council-service>

18.2 The Complaints Policy gives more information, including details of things the Council can't consider under the Complaints Policy or fully respond to until another procedure has been completed.

18.3 Details of the complaints procedure will be provided on request or can be viewed on the Council's web site. Any such complaint will be treated seriously and will (where appropriate) be reflected in subsequent reviews of the Policy or in amendments to the way that services are delivered.

19. Monitoring and Review

19.1 Regular monitoring of the effectiveness and progress of the Policy will be carried out to ensure that implementation is satisfactory and continues to meet local need. This will include the reviewing the:

- a) Assistance provided in the Policy
- b) The income thresholds used to determine the Low Income Household definition
- c) The housing needs of private occupiers in the city.

20. Equalities

20.1 The purpose of the Policy is to promote equality and provide high quality accessible services that meet the needs of Sheffield's diverse communities.

20.2 The Council's Equality, Diversity and Inclusion Policy sets out the equality commitments to the people of Sheffield and council staff and how it will meet them. The Policy is available to view here: <https://www.sheffield.gov.uk/home/your-city-council/our-equality-duty>

20.3 The Public Sector Equality Duty (Section 149 of the Equality Act 2010) covers local authorities and other public sector organisations such as the Police, health and schools. It also applies to organisations we contract with who are carrying functions on our behalf.

20.4 The General Duty has three aims. It requires public bodies to have due regard to the need to:

- a) eliminate unlawful discrimination, harassment and victimisation

- b) advance equality of opportunity
- c) foster good relations

21. Definitions

Applicant - The person who applies for any assistance within the Policy.

Approved Purpose

- a) To enable the Owner Occupier to discharge so much as is still outstanding of any commercial borrowing secured against the dwelling that ranks in priority to the Legal Charge secured under the Policy
- b) To discharge any arrears of interest on such commercial borrowing
- c) To discharge any costs and expenses incurred in enforcing payment of any such interest, or repayment (in whole or in part) of any such commercial borrowing
- d) To enable the Owner Occupier to take advantage of commercial borrowing offering a lower rate of interest.
- e) To consolidate existing debts into one loan
- f) To undertake essential repairs to their Property that has not been covered by the Legal Charge secured under the Policy.

Assistance - Any assistance provided by the Council, in accordance with the Policy including financial assistance.

Commercial Borrowing - Any loan/mortgage that can be obtained by an Applicant from a reputable high street bank or building society offering reasonable interest rates, accessible to the majority of the population. This can be either secured or unsecured borrowing.

Council - The Sheffield City Council

Council Tenant – A tenant of Sheffield City Council

Couple – Where the Applicant is in a relationship as:

- a) A man and a woman who are married to each other and are members of the same household;
- b) A man and a woman who are not married to each other but are living together as partners in the same household;
- c) Two people of the same sex who are civil partners to each other or married and are members of the same household;
- d) Two people of the same sex who are not civil partners of each other or married but are living together as partners in the same household.

Disabled Facilities Grant - A grant awarded under Part 1 Housing Grants, Construction and Regeneration Act 1996, where a local authority has a duty to award such a grant where the applicant for assistance satisfies the eligibility criteria for such assistance under that Act.

Disabled Person - A person as defined under Section 100 of the Housing Grants, Construction and Regeneration Act 1996.

Disability Related Benefits - Personal Independence Payment (PIP), Disability Living Allowance (DLA) and Attendance Allowance

Financial Assistance - Any assistance given under the Policy in which the Council provides a grant or loan to an Applicant, or otherwise carries out work on the dwelling.

Legal Charge - The main way of creating a mortgage/secured loan in England and Wales. The charge is created by a deed. The deed contains the conditions to which the borrower is bound from the time the deed is signed and is a formal binding contract between the Council and the Applicant.

Limiting Long Term Illness - An illness, health problem or disability which limits a person's day-to-day activities and for the purpose of the Policy is confirmed by a health professional.

Loan Application - An application for a loan under the Policy.

Loan Set up Fees - The fees that are charged for setting up a loan under the Policy. The fees payable are dependent on which loan the Applicant receives under the Policy. The fees could be but not limited to, the fees listed below:

- Land Registry fee for registered properties.
- A Land Registry fee for unregistered properties based on the value of the property.
- A Valuation Fee to value the property via an independent Royal Institute of Chartered Surveyors qualified valuer at the start of the loan and if the Applicant chooses to repay their loan early.
- A variable cost of any consent required from the Applicant/Borrower's own Lender.
- Architect fees
- Structural survey fees

A detailed individual breakdown of the fees the Applicant is responsible for paying will be provided to them before they complete a Loan Application.

If a Loan Application is cancelled after it has been submitted, then any costs incurred by the Council since the Loan Application was submitted will be recoverable from the Applicant at cost.

Low Income Household - A low income household is defined as having a gross income of no more than:

- £19,200 for single person
- £21,600 for a couple with no dependent children.
- £25,200 for a single person or couple with dependent children.

And in addition have savings of no more than £6,000

And/or may be in receipt of at least one of the principal income related means-tested benefits and/or Disability Related Benefits. The income related benefits include those stipulated by the Department of Working Pensions as at April 2019, which are:

- Income-based Jobseeker's Allowance

- Income-related Employment and Support Allowance
- Income Support
- Pension Credit
- Tax Credits (Child Tax Credit and Working Tax Credit)
- Housing Benefit
- Council Tax Support
- Social Fund (Sure Start Maternity Grant, Funeral Payment, Cold Weather Payment)
- Universal Credit

Maximum Loan - The maximum amount of loan available under the Policy, determined in accordance with its eligibility criteria.

Owner

- (a) In relation to living accommodation comprising a building or part of a building, means the person who,
- (i) is for the time being entitled to receive from a tenant of the accommodation (or would be so entitled if the accommodation were let) a rent at an annual rate of not less than two-thirds of the net annual value of the accommodation; and
 - (ii) is not himself liable as tenant of the accommodation, or of property which includes the accommodation, to pay such a rent to a superior landlord;
- (b) In relation to living accommodation comprising a caravan or a boat or similar structure, means the person who is for the time being entitled to dispose of the caravan or boat or similar structure.

Owner Consent Form - A form completed by the Owner confirming that they own the dwelling and consent to the works being carried out.

Owners Interest - In relation to any premises, means:

- a) An estate in fee simple absolute in possession (freehold), or
- b) A term of years absolute (leasehold) of which not less than 100 years remain unexpired at the date of the application, whether held by the Applicant alone or jointly with others.
- c) Where the Applicant has a shared interest in the premises (Shared Ownership), their share of the premises is in respect of a leasehold of which not less than 100 years remains unexpired at the date of the application, whether held by the Applicant alone or jointly with others.

Owner Occupier - Has an Owner's Interest in the dwelling and occupies the dwelling as their only or main residence. This includes owners that own outright, with a mortgage or own a proportion of the property (shared ownership).

Over-Crowded – A dwelling where the number of persons sleeping in the dwelling is such as to contravene the room standard or the space standard under Part 10 Housing Act 1985.

Partner - Where an Applicant is a member of a Couple.

Private Occupier – An Owner Occupier, tenant of a private landlord or shared ownership owner.

Private Registered Provider Tenant – Tenants of social housing providers (non-profit and profit-making) providers such as Housing Associations.

Property - Any building or part of a building occupied or intended to be occupied as a private residence, together with any yard, garden, outhouses and appurtenances belonging to or usually enjoyed with that building or part.

Shared Ownership - The occupier of the Property owns a proportion of the property and pays rent on the remainder, typically to a local authority or housing association.

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