

**THE REGULATORY REFORM (HOUSING ASSISTANCE)
(ENGLAND AND WALES) ORDER 2002**

**Certificate of Intended Letting and Nomination Rights
to accompany owner's application for House Renovation Grant**

To: **LONDON BOROUGH OF CROYDON COUNCIL** ("the Council")

1. In connection with my application dated for a renovation grant in respect of
.....
(insert address) ("the dwelling") See Note A
2. I HEREBY CERTIFY that I [have acquired][propose to acquire] a qualifying owner's interest in the dwelling. See Note B
3. I INTEND that, throughout the grant condition period, the dwelling will be let or available for letting as a permanent residence (and not for a holiday) on a tenancy which is not a long tenancy to a person who: See Note C
See Note D
See Note E
See Note F
 - (a) is not connected with me; and
 - (b) is nominated by either the Council or a housing association agreed by the Council in accordance with the provisions of the Schedule to this Certificate See Note G
4. I understand that if a grant for renovation works in respect of the dwelling is approved ("the Grant"), conditions as to future occupation and disposal of the dwelling shall apply throughout the grant condition period and that in the event of a breach of the occupancy and nomination conditions set out in section 3 above, the Grant will be repayable in full to the Council See Note H

I CONFIRM THAT I HAVE READ AND FULLY UNDERSTOOD THE ABOVE CONDITIONS

Signature: Print name:

Signatory's Capacity Company name

Date:

Signature: Print name:

Signatory's Capacity Company name

Date:

Please use an additional form if necessary

NOTES

- A. A separate Certificate of Intended Letting and Nomination Rights must be supplied for **each dwelling** comprised in a conversion application
- B. Having a "qualifying owner's interest" means owning the freehold of the property, or a leasehold interest of which not less than ten years remain unexpired at the date of the application, whether the property is owned alone or jointly with others.

- C. "grant condition period" means the period of five years from the date certified by an officer of the Council's Gateway, Strategy and Engagement Department as the date on which the renovation works in relation to which the Grant is made have been completed to their satisfaction.
- D. References to letting include the grant of a licence to occupy premises.
- E. A long tenancy is a tenancy for a term certain which is in excess of 21 years.
- F. A person is connected with the owner if:
 - (a) in a case where personal representatives or trustees are the owner, she/he is a person who under the will or intestacy or, as the case may be, under the terms of the trust concerned is beneficially entitled to an interest in the dwelling or to the proceeds of sale of the dwelling, or
 - (b) in any other case, she/he is a member of the family of the owner. A person is a member of another's family if that person is:
 - (i) the spouse of that person, or lives with that person as husband and wife, or
 - (ii) a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece
 - (c) for the purpose of (b) above:
 - (i) a relationship by marriage shall be treated as a relationship by blood
 - (ii) a relationship of the half blood shall be treated as a relationship of the whole blood,
 - (iii) the stepchild of a person shall be treated as a child, and
 - (iv) an illegitimate child shall be treated as the legitimate child of his mother and reputed father.
- G. See the attached Schedule
- H. Anyone who knowingly signs a false declaration may be guilty of an offence and might be prosecuted if the Council has evidence of an intention to obtain a grant by deception.

SCHEDULE

NOMINATION ARRANGEMENTS

1. The Council shall have nomination rights over the dwelling for a period of 5 years from the certified date.
2. The Owner will accept as the tenants of the dwelling the Council's nominees.
3. The Council shall have nomination rights over the first letting of the dwelling, together with all subsequent lettings of the dwelling.
4. The Owner shall notify the Temporary Accommodation Manager of the Council's Housing Department in writing immediately if any vacancy arises within the dwelling or upon the issuing of a valid notice to terminate a tenancy.
5. The Council will send to the owner the details of its proposed nominee within 28 days of being notified of a vacancy ("Nominee Notice").
6. The Owner will notify the Council in writing within 5 working days of receipt of the Nominee Notice of its' acceptance or rejection of the nominee stating in full its' reasons for rejecting the nominee in that event.
7. In the event of the Council being unable to provide any nominee within 28 days of being notified of any vacancy, the Owner shall be entitled to let the dwelling to a tenant of his/her choice but without prejudice to other terms and conditions of the Grant which will apply to such a tenancy.
8. Unless a new tenancy has already been signed by both the Owner and the new tenant then the Council will retain first option on the tenancy of a vacant dwelling.

9. If the dwelling subsequently becomes vacant the Council shall be entitled to exercise its nomination rights in accordance with this Schedule.
10. The Owner shall bear the costs of any vacant dwelling and the Council shall not be responsible for any loss of rental income or other costs due to failure to provide any nominee within the agreed timescale.
11. As soon as is reasonably practicable after the Owner accepting the Council's nominee the Owner shall offer a tenancy agreement to the Nominee.
12. The dwelling will be let or available for letting on an assured shorthold tenancy in accordance with the provisions of the Housing Act 1996.
13. The Owner shall not terminate any Nominees' tenancy without the prior consent of the Council unless the tenant fails to observe any of the terms and conditions of the tenancy agreement.
14. The Owner is responsible for ensuring that any required notices relating to the Tenancy Agreement are duly served prior to the commencement of the tenancy or as a means of terminating a tenancy.
15. The Owner and the Council will agree the initial rent to be charged for occupation of the dwelling and thereafter that shall be the rent charged subject to paragraphs 17 and 18 of this Schedule.
16. The Owner will submit a pre-tenancy determination to ensure that Housing Benefit will be able to meet the full amount of rent should this be necessary.
17. Reviews of rents shall be carried out in accordance with the rules regarding Housing Benefit and with the terms of the tenancy agreement.
18. Any dispute or difference between the parties regarding rent shall be referred to the Rent Assessment Committee who shall determine a reasonable rent and whose decision shall be binding upon both parties.
19. The Owner shall obtain all necessary permissions and consents including planning permission as shall be necessary for the use of the dwelling as a privately rented dwelling.
20. Unless the Owner has been approved by the Council as an accredited landlord:
 - (a) The Dwelling is to be managed by an approved housing provider agreed with the Council
 - (b) The Owner will enter into a management agreement with the housing provider to ensure that the dwelling is managed and maintained in a fit and tenable condition by upholding the landlord's repairing obligations.
 - (c) The Owner has the right to change housing provider but the Council must give prior approval to the new housing provider.