



Administration Department
Environmental Services,
Public Health
Town Hall Wandsworth High
Street
London SW18 2PU

Certificate of Future Occupation and Nomination Rights
to accompany an application for an Empty property Grant
LANDLORD CERTIFICATE

TO: LONDON BOROUGH OF RICHMOND COUNCIL ("the Council")

In connection with my application dated20..... for an Empty Property
Grant at
.....Postcode.....
(Property Address) (**Property**) *see note D*

I HEREBY CERTIFY

- 1) That I have a qualifying owner's interest in the dwelling
- 2) That I intend that, throughout the period of **5 years** beginning on the Certified Date, the dwelling will be available for letting as a sole residence to person(s) nominated by the Council or its partners who are neither connected with the owner for the time being of the dwelling nor a member of the owner's family and I release to the Council absolutely the lease attached, to complete within 1 month on the Certificate Date.
- 3) That I understand that if a grant is approved conditions as to future occupation and disposal of the dwelling and recovery of compensation will apply and that:-
 - (a) The Council may consider returning the property earlier than the agreed period of 5 years; such as if there is a threat of repossession. At any time after 12 months from the date of the lease agreement, the Council or its partner can give 3 months notice to me that it no longer wishes to continue with the lease agreement and the lease agreement will end.
 - (b) In the event that the Council or its partner gives notice that it no longer wishes to continue with the lease agreement there will be no obligation on me to repay any part of the grant.
 - (c) If there is any change in the ownership of the Property or if I dispose of any interest in the Property then this will be considered a breach of the conditions of grant and the Council or its partner may give notice at any time after such disposal that it no longer wishes to continue with the lease agreement and I will on demand repay the grant as a debt due to the Council [clause 3d will apply].
 - (d) In the event of a breach of the occupation conditions a proportion of the grant equivalent to the unexpired term remaining from the date of the breach will be repaid, together with interest calculated from the date of the breach, apportioned on a daily basis at the Bank of England Base Rate, plus 1% prevailing at the time of the breach.
 - (e) In the event of a sale, assignment, transfer or otherwise of the whole or part of the premises or dwelling within **5 years** of the Certified Date, a proportion of the grant equivalent to the unexpired term remaining from the date of the breach will be repayable together with simple interest from the date of the *disposal* apportioned on a daily basis at the Bank of England Base Rate plus 1% prevailing at the time of the breach.

- (f) In the event that the approved works are covered by an Insurance or Legal Claim, I will take all reasonable steps necessary to pursue any relevant claim and repay the grant, so far as appropriate out of proceeds of such claims in respect of:-
- (i) an Insurance Claim or Legal Claim against another person in respect of damage to the Property to which the grant relates, or
 - (ii) a Legal Claim for damages in which the cost of the works to the premises to which the grant relates is part of the claim; to the extent that works to make good the damage mentioned in (i) above or the cost of which is claimed as mentioned in (ii) above are works to which the grant relates;
 - (iii) Where there is a breach of this condition, I will immediately pay the amount of the grant relating to any such work together with simple interest.
- (g) the grant is being made available by the Council on the express understanding that it is applied solely for the purposes of funding the approved works necessary to bring the property up to a **“decent homes standard”**.
- (h) I understand that this Authority is required by law to protect the public funds it administers. It may share any information I have provided with other bodies responsible for auditing or administering public funds, in order to prevent and detect fraud.

I confirm that I have read and fully understood the above conditions, which will be attached to my grant, if it is approved by the Council.

Signed.....	Dated20.....
Print Name	Company Name
Address	Company Registered Head Office
Postcode	Postcode

Anyone who knowingly signs a false declaration may be guilty of an offence and is liable to prosecution if the Local Authority has evidence of an intention to obtain a grant by deception

NOTES

- A. An “**Owner’s interest**” means
- (a) an estate in fee simple absolute in possession (Freehold interest)
 - (b) or a term of years absolute of which not less than 6 years remains unexpired (Leasehold interest), whether held by the applicant alone or jointly with others.
- B. “**Certified Date**” means the date certified by an officer of Wandsworth Council’s Private Housing Service, as the date on which the execution of the eligible works is completed to their satisfaction. Conditions relating to occupation and disposal are in force for 5 years from the certified date.
- C. A **breach** of either the occupation or ownership requirements will result in the owner being liable to repay a proportion of the grant equivalent to the unexpired term together with simple interest at the Bank of England Base Rate plus 1% which prevails at the time of the breach. As an illustration, should an owner decide to sell or terminate the letting agreement two years after the certified date they would be liable to repay 60% of the initial capital grant together with interest on that sum for a two year period. Owners are entitled to consider this to effectively provide a break-clause which provides them with flexibility on the letting term.

If circumstances arise whereby the Council or its partners (a Registered Provider) decide that they do not wish to continue with the letting that would release the owner from all obligations under this agreement with no requirement to make any repayments.

- D. A separate certificate of future occupation and nomination rights must be supplied for **each dwelling** comprised in a conversion application
- E. “**Nomination Right**” means that Wandsworth Council or its partners would manage the property and its letting throughout the five year period and pay the owner a rental income. A separate leasing agreement will be drafted which details the arrangements
- F. A person is “**Connected to the owner**” where personal representatives or trustees are the owner and he/she is a person who under the terms of the will or intestacy or trust is beneficially entitled to an interest in the house, or to the proceeds of the sale of the house

or is a “**Member of another person’s family**” as detailed in a) to c) below

- a) if she/he:- is the spouse of that person or
- b) if she/he and that person live together as husband and wife or
- c) is that person’s parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece

Please note:

- *a relationship by marriage shall be treated as a relationship by blood*
- *a stepchild of a person shall be treated as his/her child*
- *an illegitimate child shall be treated as the legitimate child of his mother and reputed father.*

- G. **Lease agreement.** The written lease, including its schedules. The Council or its partners (a Registered Provider) shall manage the letting of the dwelling for a period of **5 years** from the certified date and place tenants. A separate leasing agreement will be drafted which details these arrangements and the property will be handed back to the owner after five years with vacant possession.

H. **Decent Homes Standard.** The **Decent Homes Standard** is a technical standard. A decent home is one that:

- meets the current minimum standard for housing (1)
 - is in a reasonable state of repair (2)
 - has reasonably modern facilities and services (3), and
 - has ‘a reasonable degree of thermal comfort’ - this means it is reasonably well insulated and can be effectively heated.
 - meets the current minimum energy efficiency rating standard for privately rented properties (4).
1. There is a system used to measure serious problems with housing known as the Housing Health and Safety Rating System (HHSRS).
 2. A property is not in a reasonable state of repair if:
 - one or more key central parts of the building – such as the roof and walls – are old, and need replacing or major repair,
 - or**
 - two or more non-key parts of the building – such as the kitchen or the electrics – are old, and need replacing or major repair.
 3. To qualify as having reasonably modern facilities and services, the building must not lack three or more of the following:
 - a reasonably modern kitchen (20 years old or less)
 - a kitchen with adequate space and layout
 - a reasonably modern bathroom (30 years old or less)
 - an appropriately located bathroom and toilet
 - adequate insulation against external noise, and
 - an adequate size and layout of common areas for blocks of flats
 4. The property must hold a “**minimum level energy efficiency certificate**” in line with The Energy Efficiency (Private Rented Property) (England and Wales) Regulation 2015.