

# Redcar & Cleveland Local Development Framework



## AFFORDABLE HOUSING SPD

October 2011





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## I. INTRODUCTION

- I.1 The Local Development Framework (LDF) is a series of documents, which will eventually replace the Redcar and Cleveland Local Plan which was adopted in 1999. It considers how the Borough (outside the North York Moors National Park) will develop over the next 15 years or so. It will provide the spatial planning framework for many plans and strategies prepared by the Council and other bodies including members of the Redcar and Cleveland Local Strategic Partnership.
- I.2 The LDF documents form part of the statutory Development Plan<sup>(1)</sup> for the Borough along with the Regional Spatial Strategy for the North East and some 'saved' Local Plan Policies. The Development Plan is used to help direct a range of implementation plans and decisions on planning applications.
- I.3 The Council has already adopted two key LDF documents in July 2007; the Core Strategy Development Plan Document (DPD) and Development Policies DPD. The Council is also well advanced in the preparation of the Communities and Economy DPD which will include allocations and policies for housing.
- I.4 This Supplementary Planning Document (SPD) will set out guidance on how the Council will seek to implement its affordable housing policies. This builds upon 'saved' Local Plan Policy H9 which sets out the Council's requirement for affordable housing and LDF Core Strategy Policies CSI and CSI5, which seek to ensure that new housing development consists of a mix of types and tenure, to meet the needs and aspirations of existing and future communities.

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I Details of the Adopted Development Plan are set out within a Guidance Note which is available from the Council's website at [www.redcar-cleveland.gov.uk/ldf](http://www.redcar-cleveland.gov.uk/ldf).



## **2. POLICY CONTEXT**

### **National Policy**

#### **Planning Policy Statement 3 : Housing**

- 2.1** Planning Policy Statement 3 (PPS3): Housing (June 2010) sets out the national planning policy framework for delivering housing, including affordable housing.
- 2.2** PPS3 indicates that affordable housing should:
  - Meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices; and
  - Include provision for the home to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision.

### **Regional Policy**

#### **Regional Strategy**

- 2.3** The Regional Strategy (RS) is made up of the Regional Spatial Strategy (RSS) and the Regional Economic Strategy (RES). The RSS for the North East forms a part of the statutory development plan for the Borough and sets out the strategic planning policy framework for the North East of England
- 2.4** Policy 2 of the RSS indicates that planning proposals and LDFs should support sustainable development by ensuring that everyone has the opportunity of living in a decent and affordable home. Policy 30 seeks to promote the development of affordable housing in order to meet local needs. The policy indicates that the Council should regularly update its Local Housing Assessment in order to identify its need for affordable housing.
- 2.5** The government has signalled its intention to revoke Regional Strategies under the Localism Bill, however until the bill is enacted, the RSS will continue to form part of the development plan for the Borough.

### **Sub-Regional Policy**

#### **Tees Valley Economic and Regeneration Investment Plan**

- 2.6** The first Tees Valley Economic and Regeneration Investment Plan (TVERIP) has been developed by TVU in consultation with the five Tees Valley local authorities, the HCA, One North East, the North East Chamber of Commerce and a range of other public, private and voluntary sector organisations.
- 2.7** The TVERIP serves as the Tees Valley's Local Investment Plan, detailing a shared set of housing/place investment priorities for the five TeesValley local authorities and the HCA. It is one of the first plans to bring together economic growth and housing investment priorities.

## Local Policy

### Local Development Framework

- 2.8** The Redcar and Cleveland Local Development Framework Core Strategy was adopted in July 2007 and sets out the strategic policy framework for development within the Borough over the next 15 years or so.
- 2.9** Core Strategy Policy CSI seeks to contribute towards sustainable development by providing a mix of types and tenures of quality homes to meet the needs and aspirations of existing and future communities. Policy CSI5 seeks to deliver mixed and balanced communities. The policy requires all proposals for 10 dwellings or more to provide an appropriate mix of housing on a site. In addition, on housing sites of 10 or less could meet a specific housing requirement, if a particular need is identified, such as affordable housing.
- 2.10** The Development Policies DPD was also adopted in July 2007 and sets out policy guidance on particular forms of development. Policy DP4 indicates that the Council will seek to negotiate planning obligations to secure necessary community benefits required as a consequence of the development. This includes the provision of affordable housing.

### Local Plan

- 2.11** The Redcar and Cleveland Local Plan was adopted in June 1999 and previously formed the Development Plan for the Borough. This has now been replaced by the LDF, however some Local Plan policies have been saved until they are replaced by policies within the LDF.
- 2.12** Saved Policy H9 states that in considering applications for new housing, the Council will seek to negotiate a proportion of affordable housing available for local families with low incomes.

### Redcar and Cleveland Housing Strategy

- 2.13** The Redcar and Cleveland Housing Strategy identifies four strategic priorities for housing in the borough. These are:
1. To address housing market failure and to create sustainable, inclusive and cohesive communities where people choose to live;
  2. To improve and maintain the conditions and management of existing housing and neighbourhoods and provide housing that is healthy, energy efficient and safe;
  3. To facilitate the development and adaptation of housing to meet the specialised needs of specific sections of the community; and
  4. To facilitate the development of new housing in sufficient numbers to meet the present and future needs of the borough, and to take account of aspirations for better housing and a balanced housing stock
- 2.14** The Council has identified the delivery of new affordable housing as a key priority within its performance management framework.



## **Sustainable Community Strategy**

- 2.15** The Redcar and Cleveland Sustainable Community Strategy, entitled 'Building a better Borough' was adopted in July 2008. This document sets out an overall vision to make 'Redcar and Cleveland **the** place to be, a great place for families to live, a great place to visit, shop and have fun, and a clean green place to work and invest'.
- 2.16** This SPD will assist in achieving this vision by ensuring that there is an adequate supply of affordable housing to meet the needs and aspirations of both existing and future communities.



### 3. DEFINITION

- 3.1 In accordance with the guidance contained within PPS3, the Council defines affordable housing to be the following:
- **Social rented housing;** Housing owned and managed by local authorities and Registered Providers (formerly known as Registered Social Landlords), for which guideline target rents are determined through the national rent regime. The proposals set out within 'The Year Review of Rent Restructuring' (July 2004) were implemented as policy in April 2006. It may also include rented housing owned or managed by other persons and provided under the equivalent rental arrangements to the above, as agreed with the local authority or with the Homes and Communities Agency as a condition of grant.
  - **Affordable rented housing;** housing provided by registered providers of social housing, that has the same characteristics as social rented housing except that it is outside the national rent regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents.
  - **Intermediate affordable housing;** Housing at prices and rents above those of social rent, and which meet the criteria outlined in paragraph 2.2 of this document. These can include shared equity products (e.g. HomeBuy), other low cost homes for sale and intermediate rent but does not include affordable rented housing.
- 3.2 In the case of social rented housing, affordable rents are regulated by the Tenant Services Authority in accordance with national rent restructuring guidelines.
- 3.3 For intermediate affordable housing, the Council's definition of affordability reflects that of the Government outlined within the Strategic Housing Market Assessments Practice guidance (DCLG: April 2007). This defines an affordable mortgage as no more than 3.5 times the average single gross income, and 2.9 times the average gross dual income of a household, with the difference between the affordable mortgage and value of the property being retained by the Registered Provider and paid for by rent.
- 3.4 The Council will seek to secure a mechanism to ensure that the all affordable housing provided is retained in perpetuity.



## 4. BACKGROUND EVIDENCE

- 4.1 In accordance with National, Regional and Local Planning Policy, the Council is required to help deliver housing which meets the needs and aspirations of both current and future generations.
- 4.2 Housing Need is defined as households lacking their own housing (or living in housing which is inadequate or unsuitable) who are unlikely to be able to meet their needs in the local housing market without some assistance.

### Tees Valley Strategic Housing Market Assessment

- 4.3 The Tees Valley Strategic Housing Market Assessment (SHMA) was published in January 2009. SHMAs are particularly valuable in assisting policy development, decision making and resource allocation by:
- Thinking sub regionally and long-term about housing need and demand;
  - Providing robust evidence to inform policy debate, particularly around the provision of both market and affordable housing, including type, size and tenure mix; and
  - Understanding the operation of local housing markets.
- 4.4 The Tees Valley SHMA included an assessment of affordable housing requirements, by sub area, for each local authority in the sub region. This assessment was consistent with government guidance on the preparation of SHMAs.
- 4.5 Within Redcar and Cleveland, there is an overall requirement to develop a net additional 53 affordable dwellings per annum. The SHMA provides a further breakdown of this requirement by seven sub-areas of the Borough.
- 4.6 Overall requirements within individual sub-areas of the Borough will also be affected by demolition programmes. The scale of proposed demolitions will, in effect, increase the degree of mismatch between supply and the requirement of affordable housing.
- 4.7 In practice, the figure for development will need to be much higher in order to take account of current mismatches in the stock profile. When the figures for gross requirements are examined, the estimated affordable housing requirement rises to 231 dwellings per annum.

### Strategic Affordable Housing Economic Viability Assessment

- 4.8 Having identified housing need through the SHMA, the Council also commissioned the preparation of a Strategic Affordable Housing Economic Viability Assessment in order to understand the viability of providing affordable housing in a range areas throughout the Borough.
- 4.9 The aim of the study was to assess the viability of delivering 20% affordable housing on sites of 10 dwellings or more, as proposed by the Council in the Communities DPD Preferred Options. In order to do this, the study considered a total of seven different areas within the Borough and looked at a number of variables, including

different levels of affordable housing provision, changes in house prices and changes in build costs.

- 4.10** The Study was completed in January 2011 and indicates that up to 20% affordable housing can be supported in the Borough.
- 4.11** When looking at viability, the Council will assess proposals against the methodology used in this study.

## 5. AFFORDABLE HOUSING REQUIREMENTS

- 5.1 Local Development Framework Core Strategy Policy CS15 states that the Council will seek an appropriate mix of housing on all housing sites of 10 dwellings or more. This relates to a mix of housing types in general and is not specifically related to achieving affordable housing provision on site. The Council will set out its threshold for affordable housing provision within the Communities and Economy DPD.
- 5.2 PPS3 sets an indicative threshold of 15 dwellings or more from which affordable housing should be provided, although lower targets can be set at a local level if the viability and need can be clearly evidenced through an up to date housing assessment.
- 5.3 Until the Council sets a local target within the affordable housing policy in the Communities and Economy DPD, the PPS3 threshold of 15 dwellings shall be used.
- 5.4 The SHMA indicates that there is a requirement to provide 15.7% of new housing as affordable units in order to meet the identified housing need within the Borough.
- 5.5 Therefore in line with the housing need identified within the SHMA, the Council will seek the provision of at least 15% affordable housing on all housing developments of 15 dwellings or more. In some circumstances where the site is within an area of the Borough where there is high demand for affordable housing, evidenced by an up to date housing assessment, the Council may ask for a higher provision of affordable housing to be provided.
- 5.6 The Council will expect a minimum of 15% affordable units to be provided and will only accept a figure lower than this if it can be demonstrated to be unviable.
- 5.7 Where a developer considers that the provision of 15% affordable housing on site would make a scheme unviable, the applicant must submit a full detailed viability assessment to demonstrate that this is the case and show the maximum level of affordable housing which could be delivered on the site. The developer will be expected to deliver the maximum level of affordable housing achievable.
- 5.8 The Council will use figures from developers assessment to feed into its own viability model, in order to ensure that the assessment is accurate and that a consistent approach is taken by the Council when assessing viability. Details of the Council's viability model are contained within the Redcar and Cleveland Affordable Housing Economic Viability Assessment, which is available to view at Belmont House Guisborough, or on the Council's website at [www.redcar-cleveland.gov.uk/ldf](http://www.redcar-cleveland.gov.uk/ldf).

## Number of Units

- 5.9** Where calculations show that the total number of units to be provided would result in a fraction of affordable units, the affordable requirement will be rounded to the nearest whole number. For the avoidance of doubt, 0.5 of a unit will be rounded up to the nearest whole number. For example, on a proposal for 30 homes, the affordable component (at 15%) is equivalent to 4.5 units. Therefore, 5 units would be required.
- 5.10** All dwellings to be developed, redeveloped or replaced will be included within the calculation, but existing units which would be retained, refurbished or extended would not be included. For example:
- If the proposal is for the conversion of 1 dwelling into 15, negotiation will be based on the 15 dwellings provided and not on the net difference of 14;
  - If the proposal is for the demolition of 7 dwellings and the replacement with 15 dwellings, negotiation will be based on the 15 dwellings to be provided and not the net difference of 8;
  - If the proposals would result in the retention of 1 dwelling and erection of a further 15, negotiation will be based on the 15 new dwellings.
- 5.11** Where the Council considers it necessary for a site to have a higher density than originally proposed, if the re-negotiated figure takes the proposed number of dwellings over the threshold of 15, the appropriate level of affordable housing as set out within this SPD will be required. However, the Council will only seek to increase the density where it is necessary to meet other planning considerations and will not be increased solely to ensure that affordable housing is provided.
- 5.12** The Council will pay close attention to the sub-division or phasing of sites as a means to circumvent the need for affordable housing. For the purposes of this policy, planning applications will be taken as relating to any composite or naturally defined larger area, whether or not subject to phased development and irrespective of ownership. This will usually be taken as a whole development site.

## Tenure

- 5.13** The Council wishes to seek a mix of tenure within its communities and the SHMA recognises that there is a demand for intermediate as well as social rented housing. The SHMA does however note that the strongest demand for affordable housing in the Borough remains in the social rented sector.
- 5.14** Taking this into consideration, the Council will seek to secure a mix of tenures within the affordable housing provided. However, as the strongest demand for affordable housing is within the social rent sector, no more than 20% of affordable housing provided on a site shall normally be intermediate housing.
- 5.15** In some circumstances, it may be appropriate to provide a higher number of intermediate units within a particular locality, where there is an identified need for such provision. Therefore, developers are advised to contact the Council's Development Management team at the earliest opportunity to discuss the most appropriate mix for a housing site.



**5.16** Affordable Rent has now been introduced as a new affordable housing product, for which RP's are able to charge rent at up to 80% of the market value. The Council does not currently have an evidence base to demonstrate the need for this new product, however once the need for Affordable Rent within the Borough has been established through an update to the SHMA, it is expected to form an important part of the housing mix in the future.

### **Off-Site Provision**

**5.17** Affordable housing should normally be provided as part of the development on site and integrated within the development in order to provide mixed and balanced communities. However, on some developments, it may not be possible or appropriate to provide affordable housing on site to meet the housing need.

**5.18** Therefore, proposals which fall into the following categories will not generally be expected to provide affordable housing on-site:

- Schemes which involve the conversion of a building which is not able to physically accommodate units of the size and type of affordable housing which is required within that locality;
- Proposed development that is exclusively for executive housing or executive-style housing<sup>(2)</sup>;
- Specialist accommodation where the the management of the building(s) would make it difficult to provide affordable housing on site (such as sheltered accommodation); or
- Any other circumstances where the Council considers off-site provision to be preferable to on-site provision.

**5.19** In such circumstances the developer is encouraged to provide the affordable units on an alternative site within the locality. The developer must provide details of the alternative site when the planning application is submitted and provide details on the number and type of affordable units which are expected to be delivered on the alternative site.

**5.20** The Council will agree the timescales for completion of the affordable units on the alternative site in the Section 106 legal agreement. The Council will expect these affordable units on the alternative site to be completed and transferred to the Registered Provider, prior to the completion of the market housing development to which they relate.

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2 See Glossary for the Council's definition of executive and executive-style housing.

## Commuted Sums

- 5.21** Where an off-site contribution has been agreed with the Council, but there are no sites available for the developer to provide the units on an alternative site, the developer will be expected to contribute a commuted sum to the Council, in order to provide affordable housing on an alternative site within the locality, which would help to meet the identified housing need.
- 5.22** A developer generates revenues from the sale of affordable housing to a Registered Provider. The revenue generated from the sale of social rented and intermediate units is, generally, based on a proportion of the open market value of each type of unit.
- 5.23** For the purposes of calculating commuted sums payable in lieu of affordable housing on-site, the sum shall be equal to the difference between the open market valuation of the affordable units which would have been provided on site and the purchase price that the RP would have been willing to pay for these units. For social rented units, RP purchase values are assumed to be equivalent to 40% of open market value and intermediate units RP purchase values are assumed to be equivalent to 60% of open market value. It is not yet clear what the RP purchase value for Affordable Rent Units will be, however this will be established through an update to the SHMA. Please see the worked example below:

### Commuted sum = Open Market Valuation of affordable units - Price paid by the RP

#### Assumptions:

- Development of 40 executive dwellings
- Affordable requirement of 15% (6 units)
- Affordable units: 6 x 3 bed semi-detached houses (5 x social rent; 1 x intermediate)
- Open market value of 3 bed semi-detached house = £150,000 per unit

#### Commuted Sum:

$$\begin{aligned}
 &= (£150,000 \times 6) - [(5 \times £60,000) + (1 \times £90,000)] \\
 &= £900,000 - £390,000 \\
 &= \underline{\underline{£510,000}}
 \end{aligned}$$

- 5.24** In the above example, the developer has paid a commuted sum for the provision of 6 affordable units off-site. The commuted sum is the difference between the full market value of the affordable units (£900,000) and the purchase price paid by the RP (£390,000). In this scenario the commuted sum payable for affordable housing would be £510,000.
- 5.25** The Open Market Valuation must be based on an equivalent property within the immediate locality, carried out by a qualified person and verified by the Council.

The type of house required will be based on local needs, as evidenced by an up-to-date Local Housing Survey.

- 5.26** All commuted sums for affordable housing will be secured through the use of a Section 106 Legal Agreement and will be phased over the whole development. Developers will be expected to make a significant financial contribution in the earlier phases of the development and not leave the majority of the contribution to the later stages.
- 5.27** Payments made in lieu towards the provision of affordable housing will be 'ringfenced' to ensure that they are used for meeting housing needs within the locality of the site. However, in certain circumstances it may be appropriate for the Council to provide affordable housing elsewhere within the Borough using these commuted sums.
- 5.28** Commuted will be used to develop either new affordable units or to bring empty homes back into use as affordable dwellings. Commuted sums will only be used to bring empty homes back into use, where the type of homes to be brought back into use would be consistent with the identified need in that area, as evidenced by an up-to-date housing assessment and where the cost of bringing an empty home back into use would not exceed the equivalent cost of providing a new dwelling instead.
- 5.29** All commuted sums received for affordable housing will be held for a maximum period of 10 years, beyond which any remaining funds will be paid back to the developer.

## **Nomination Rights**

- 5.30** The Council will normally seek to secure 100% nomination rights for affordable rented units, both for initial and subsequent lettings. Nomination rights mean that the Council can select a new tenant for a property from the Housing Register. Such nomination rights will be subject to a nominations agreement annexed to the Section 106 Agreement.
- 5.31** The Council is a member of the Tees Valley Choice Based Lettings Partnership (Compass). A common Housing Register is in operation across the sub region.
- 5.32** All nominations will be made in accordance with the council's Housing Allocations Policy. In general, it is anticipated that the vast majority of these nominations will be exercised through the 'Compass' choice based lettings system<sup>(3)</sup>

## **Holiday Accommodation**

- 5.33** Where an application is submitted to convert holiday accommodation into permanent residential dwellings, including those applications which propose to remove a restrictive condition to allow permanent residential use, these will also be subject to the requirements of this SPD.

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3 Further details on the 'Compass' choice based lettings system is available at [www.compasscbl.org.uk](http://www.compasscbl.org.uk).

## Care and Retirement Accommodation

- 5.34** Institutional care homes and nursing homes (those that fall into Class C2 of the Use Classes Order) are not subject to the requirements of this SPD. However, where appropriate, all other forms of retirement accommodation (such as sheltered and very sheltered housing, assisted living, extra care and close care), which are self-contained and fall within Class C3 of the Use Classes Order, will be subject to the requirements of this SPD.
- 5.35** As noted earlier, due to management arrangements, it may be necessary to secure off-site provision in such cases through the payment of a commuted sum in lieu of provision on site.

## 6. RURAL EXCEPTION POLICY

- 6.1** In the rural areas of the Borough, it is unlikely that a large number of housing schemes of 15 dwellings or more will come forward, due to the restrictions on development in the rural area set out within Policy CS2 of the LDF Core Strategy.
- 6.2** However, the Council may wish to see the provision of affordable housing in these locations where it is proven through a comprehensive Local Needs Assessment that there is a demonstrable need.
- 6.3** The Local Needs Assessment will take the same overall approach as a Housing Survey and will assess housing conditions, property values and also the identify whether there are any households or individuals who need or wish to remain within the locality but are unable to access the housing market as a result of cost.
- 6.4** The Local Needs Assessment must be prepared under the guidance of the Council's Strategic Housing Team to ensure the reliability of the study. It is also strongly advised that the assessment is carried out through the Parish Council or a Community Group to show that the assessment is a clear reflection of the needs of the community as a whole.
- 6.5** Affordable housing provided as a rural exception will be expected to be managed by a Registered Provider and maintained as affordable housing in perpetuity. In the first instance, affordable housing secured as a rural exception should be made available for those people identified within the Local Housing Needs Assessment. If occupancy cannot be secured from this group, the housing shall then be offered to others within neighbouring localities who have an identified need for affordable housing. Under no circumstances is it considered acceptable for affordable housing which is secured as a rural exception to be sold on the open market.
- 6.6** Wherever possible, housing development within the rural areas of the Borough, should be focused within existing settlements. In those situations where there is an identified need for housing within the rural area and this need cannot be met through development within existing settlements, small scale housing schemes will be acceptable, where they are on the edge of Service Villages and Villages<sup>(4)</sup> and provide 100% affordable housing.

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4 See Policy CS2 of the LDF Core Strategy for the settlement hierarchy.



## 7. PLANNING PROCEDURES

- 7.1** It is strongly recommended that developers contact the Council's Development Management team at an early stage to discuss any proposed housing development and the likely number and size of affordable houses which would be required. This will provide greater clarity to developers on what is expected on the site to ensure that this is factored into the purchase price of the land. It is the developers responsibility to ensure that the financial implications of this SPD will apply, even where the applicant has failed to take into account the policy implications in the purchase value of the land.
- 7.2** The Council has introduced the requirement for a developer to submit an affordable housing statement as part of its list of local validation list. This is designed to ensure that all applications provide full details of the affordable housing provision up front, to allow a quicker turn-around on these planning applications.
- 7.3** Below are a number of issues which the developer should consider when designing a scheme for housing development which will incorporate affordable housing.

### 'Pepper Potting'

- 7.4** The proposed affordable housing should be well integrated within the site and indistinguishable from the open market housing. In order to help deliver mixed and balanced communities, the affordable housing should be 'pepper potted' throughout the site rather than concentrated together in one particular area.
- 7.5** It is also expected that a selection of housing types is provided on the site, to contribute towards the delivery of mixed communities and to help meet the identified housing needs within the community.
- 7.6** In order to ensure that a selection of affordable housing is provided throughout the site, for detailed planning applications, developers will be expected to submit a site layout plan clearly showing the locations and type of all of the affordable housing units with the planning application, including the number of bedrooms of each unit.
- 7.7** For outline planning applications, details of the number of affordable houses to be provided and the size and tenure of each of these dwellings should be provided. The locations of these affordable dwellings must be submitted (as above) when the reserved matters are submitted.

### Design

- 7.8** In accordance with policies CS20 and DP3 of the Local Development Framework, all residential development is expected to meet high design standards and developers are advised to consult the Council's Design of Residential Areas SPD for guidance.
- 7.9** The design and materials of both affordable and private sale housing should meet the same high standards to ensure that the affordable units are well integrated into the site and are visually indistinguishable from the open market housing.

**7.10** The Council recognises that the Borough, along with the country as whole, is seeing a significant increase in the number of older people, who have their own specific housing needs. The SHMA shows that in 2006, 24% of the Borough's population was over 60. This is expected to increase to 34.5% by 2029, which will be the highest level within the Tees Valley.

**7.11** The SHMA also recognises that the majority of older people wish to remain in their existing home. It is therefore expected that affordable housing is built to Lifetime Home Standards, where possible.

**7.12** The developer should liaise with the Registered Provider partner to ensure that the affordable housing meets the build standards of the Homes and Communities Agency.

### **Developer Contributions**

**7.13** Affordable housing will be subject to the same policies in respect of developer contributions to infrastructure (e.g. open spaces and road improvements) as any other planning application. The Council's policies for developer contributions will be set out within the Planning Contributions SPD.

**7.14** Developers are encouraged to acknowledge any contributions made for affordable housing in any publicity or site boards associated with the housing scheme.

### **Phasing**

**7.15** The affordable housing element should be completed on site at the same time as the market housing and not phased towards the end of the development. In those cases where the proposal is for a large site, which is to be developed in several phases, the affordable housing element should also be developed in the earlier phases and not left until the last phase of the development. This will be secured within the legal agreement.

### **Section 106 Agreements**

**7.16** The Council will seek to secure affordable housing and ensure affordability in perpetuity through the use of Section 106 Agreements. The Section 106 Agreements will generally include the following:

- The process by which completed dwellings will be transferred to the agreed Registered Provider and the phasing of handover;
- How the occupancy of the affordable housing will be reserved for people in housing need;
- The number, size and tenure of affordable housing;
- Details of the financial contribution to be made, if it has been agreed that provision can be provided off-site;
- Pre-emption clauses requiring that no more than a specific proportion of the site will be sold or occupied before the affordable housing has been contractually secured;



- If considered necessary, the means of restricting 'staircasing'<sup>(5)</sup> to full ownership on intermediate housing, in order to ensure that a sufficient level of affordable housing is retained in perpetuity; and
- How the dwellings will be retained in perpetuity.

**7.17** A Section 106 Agreement template is included within this document at Appendix 2.

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5 'Staircasing' is where the tenant is able to purchase a greater proportion of the dwelling than they were originally sold under the terms of the agreement, until the point at which they would own the whole property.



## **8. MONITORING AND REVIEW**

- 8.1** The monitoring of the SPD will primarily be undertaken as part of the Annual Monitoring Report, which is required under the provisions of the Planning and Compulsory Purchase Act 2004. This will monitor the number of affordable houses completed within the year and throughout the plan period.
- 8.2** A review of this SPD will be undertaken every year to take account of any changes in housing need within the Borough, as identified by an up-to-date housing assessment.
- 8.3** This SPD will also be reviewed to take account of changes in Local, Regional or National policy, which conflict with the policy guidance set out within this document.



## **APPENDIX I: Contact Details**

### **How can you contact a Planning Officer?**

Planning Officers are available to discuss the Local Development Framework, Affordable Housing SPD and planning applications at Belmont House, Guisborough between the following times:

Monday - Thursday: 8.30am - 5.00pm  
Friday - 8.30am - 4.30pm

The Affordable Housing SPD has been produced by the Strategic Planning Team. If you have any queries regarding this document or the Local Development Framework process you can contact the Strategic Planning Team at the address below:

Redcar and Cleveland Borough Council  
Strategic Planning  
Belmont House  
Rectory Lane  
Guisborough  
TS14 7FD  
Telephone: 01287 612356  
Email: [planning\\_policy@redcar-cleveland.gov.uk](mailto:planning_policy@redcar-cleveland.gov.uk)  
Web: [www.redcar-cleveland.gov.uk/ldf](http://www.redcar-cleveland.gov.uk/ldf)

For information regarding planning applications or to contact a Planning Officer to discuss the expected affordable housing provision on a development site, please contact the Development Management Team as below:

Redcar and Cleveland Borough Council  
Development Management  
Belmont House  
Rectory Lane  
Guisborough  
TS14 7FD  
Telephone: 01287 612344  
Email: [planning\\_admin@redcar-cleveland.gov.uk](mailto:planning_admin@redcar-cleveland.gov.uk)  
Web: [www.redcar-cleveland.gov.uk/planning](http://www.redcar-cleveland.gov.uk/planning)

For information regarding sites and properties in the North York Moors National Park, please contact their planning department as below:

North York Moors National Park  
The Old Vicarage  
Bondgate  
Helmsley  
York  
YO62 5BP  
Telephone: 01439 770657  
Email: [info@northyorkmoors-npa.gov.uk](mailto:info@northyorkmoors-npa.gov.uk)  
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## APPENDIX 2: Section 106 Template

Date 20[ ]

REDCAR AND CLEVELAND BOROUGH COUNCIL

and

[Developer]

And

[Mortgagee]

### PLANNING OBLIGATION

Pursuant to Section 106 of the Town

and Country Planning Act 1990

relating to land [ ]

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- 1 Owner's Covenant
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**This Deed** is made on  
20[]

### **Between**

(1) **THE COUNCIL OF THE BOROUGH OF REDCAR AND CLEVELAND** of  
Town Hall Fabian Road SouthBank TS6 9AR(hereinafter called "**the Council**")

(2) [[*Company*] (Company Registration Number [*Number*]) whose registered office is situate  
at [*Registered Address*]] **or** [[*Name*] of [*Address*]] (hereinafter referred to as "**the Owner**")

(3) [[*Company*] (Company Registration Number [*Number*]) whose registered office is situate  
at [*Registered Address*]] **or** [[*Name*] of [*Address*]] (hereinafter referred to as "**the  
Developer**")

(4) [[*Company*] (Company Registration Number [*Number*]) whose registered office is situate  
at [*Registered Address*]] **or** [[*Name*] of [*Address*]] (hereinafter referred to as "**the  
Mortgagee**")

### **Whereas**

(A) The Council is the local planning authority for the purposes of the Planning Act in  
respect of the Site.

(B) The Owner is the freehold owner of the Site which is registered with title absolute at  
H M Land Registry under title numbers [ ].

(C) The Council on the [ ] day of 2011 resolved to grant the Planning Permission subject  
to completion of this Deed.

### **It is agreed**

#### **I Definitions**

1.1 In this Deed, unless the context otherwise requires:

**Application** means the application lodged by the Developer for the development of the  
Site for [ ] residential units registered on the [ ] and given reference number [ ]

**Affordable Units** means 15% of the total number of units, which will be made available  
for rented accommodation at a sub-market rent and which comprise [ ] units and are  
shown edged blue on the Plan

**Commencement of Development** means the date on which any material operation  
(as defined in section 56(4) of the Planning Act) forming part of the Development begins  
to be carried out other than (for the purposes of this Deed and for no other purpose)  
operations consisting of site clearance, demolition work, archaeological investigations,  
investigations for the purpose of assessing ground conditions, remedial work in respect of  
any contamination or other adverse ground conditions, diversion and laying of services,  
erection of any temporary means of enclosure, the temporary display of site notices or  
advertisements and "Commence Development" shall be construed accordingly

**Contributions** means such contributions due from the Owner to the Council under this  
Deed such payments to be Index Linked

**Director of Regeneration** means the Director of Regeneration of the Council for the time being or such other officer of the Council nominated by him for the purposes of this Deed

**Dwellings** means the residential units that may be built on the Site as part of the Development and "Dwelling" shall be construed accordingly

**Housing Association** means any housing association or registered social landlord registered in accordance with Part I Chapter I of the Housing Act 1996 (or as redefined by any amendment, replacement or re-enactment of such Act) or any registered provider regulated by the Tenant Services Authority as proposed by the Owner and approved by the Director of Regeneration (such approval not to be unreasonably withheld or delayed)

**Occupation** means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

**Offer Period** means a period of six (6) months from receipt of the Offer Documentation by a Housing Association or Housing Associations during which the Housing Association(s) may submit an offer for the purchase of the Affordable Units

**Offer Documentation** means plans drawings specification and other documentation which the Housing Association may reasonably require in order to make an offer for the Affordable Units including the following documents relating to the Affordable Units which shall be provided by the Owner to a Housing Association:

- (a) drawings showing the size, lay out and design of the Affordable Units
- (b) site layout showing position of the Affordable Units in relation to the Open Market Dwellings and the nature of the Open Market Dwellings; and
- (c) a copy of the Planning Permission and this Deed

**Open Market Dwellings** means the residential units that may be built on the Site as part of the Development excluding the Affordable Units and Open Market Dwellings shall be construed accordingly

**Plan** means the plan attached to this Deed

**Planning Act** means the Town and Country Planning Act 1990 (as amended)

**Planning Permission** means the detailed planning permission under reference [ ] which will be issued upon completion of this agreement

**Site** means the land at [ ] which for identification purposes only is shown edged red on the Plan

## 2 Construction of this Deed

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their statutory functions.

### **3 Legal basis**

3.1 This Deed is made pursuant to section 106 of the Planning Act section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Planning Act and are enforceable by the Council as the local planning authority against the Owner and to the extent that the obligations are not planning obligations within the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000 and all other enabling powers.

### **4 Conditionality**

This Deed is conditional upon the grant of the Planning Permission, save for the provisions of clauses 6.1, 9 and 10 which shall come into effect immediately upon completion of this Deed.

### **5 The Owner's Covenants**

The Owner covenants with the Council as set out in Schedule I.

### **6 Miscellaneous**

6.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

6.3 This Deed shall be registerable as a local land charge by the Council.

6.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such notices to be served under this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered address (as appropriate) of the relevant party.

6.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall upon written request of the Owner forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

6.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

6.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

6.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

6.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6.10 The provisions of this Deed and the obligations contained therein shall not be binding on or enforceable against any owner, tenant or occupier of any Dwelling constructed on the Site pursuant to the Planning Permission.

## **7 Waiver**

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **8 Change in Ownership**

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan Provided That this obligation shall not apply to the disposal by the Owner of any Dwellings constructed on the Site.

## **9 Jurisdiction**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

## **10 Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**In witness** whereof the parties have executed this Deed the day and year first above written

## Schedule I

### Owner's Covenants

The Owner hereby covenants with the Council:

#### I Affordable Housing

With effect from Commencement of Development:

1.1 to procure that the Affordable Units shall be constructed on the Site in accordance with the Planning Permission and approved plans or in accordance with any amended plans or plans showing the location type and mix of the Affordable Units submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed) for disposal to a Housing Association or Housing Associations by agreement between the Owner and a Housing Association or Housing Associations on terms to be agreed between the Owner and the Housing Association to be provided as sub market rented accommodation;

1.2 to notify the Council of the Commencement of Development within two (2) weeks thereof;

1.3 to provide Offer Documentation and details of the Affordable Units to the Housing Association or Housing Associations and to use reasonable endeavours to dispose of the Affordable Units to a Housing Association or Housing Associations during the Offer Period (and beyond this period if negotiations with a particular Housing Associations continue);

1.4 no later than six (6) months after the Commencement of Development to invite a Housing Association(s) to make a written offer to purchase the Affordable Units (or any Affordable Unit) within the Offer Period;

1.5 in the event that no offers are received from a Housing Association within the Offer Period to purchase the Affordable Units on the terms and conditions of this Deed pursuant to paragraphs 2.3 and 1.4 of this Schedule the Owner shall notify the Director of Regeneration within fourteen (14) days thereof and shall submit evidence of its compliance with paragraphs 2.3 and 2.4 (as the case may be) of this schedule to the Director of Regeneration together with evidence from the Housing Association(s) that they are not willing to so purchase the Affordable Units (if such evidence is available);

1.6 if the Director of Regeneration acting reasonably confirms his approval in writing (such approval not to be unreasonably withheld or delayed) that he is satisfied that the Owner has used all reasonable endeavours and no offers have been received from the Housing Association(s) to purchase the Affordable Units during the Offer Period pursuant to paragraph 2.4 hereof, the Owner shall thereafter be free to dispose of the Affordable Units on the open market free from the provisions of paragraph 2 of this Schedule or if a Housing Association has offered to purchase some but not all the Affordable Units then the provisions of this paragraph shall apply to any Affordable Units in respect of which no offer has been received.

1.7 any transfer of the Affordable Units (other than a transfer in accordance with the provisions of paragraph 2.6 of this Schedule) shall contain reasonable provisions ensuring that the Affordable Units remain affordable in perpetuity and shall be occupied only by a

person chosen pursuant to a Nominations Agreement with the Council substantially in the form contained at Schedule 3 , but nothing in this schedule shall apply upon:

- (a) the exercise by any person of a statutory right to buy, right to acquire or right to staircase out and take a subsequent freehold transfer under the terms of a Shared Ownership Lease based substantially on the Homes and Communities model lease; or
- (b) the exercise of its power of sale by a mortgagee of any of the Affordable Units or the sale by a receiver appointed by such mortgagee pursuant to statutory power or the provisions of any mortgage or charge as required by a Court Order; or
- (c) any subsequent disposition of the properties following a disposal falling within (a) or (b) above.

**Schedule 2**

DATED.....20[ ]

THE COUNCIL OF THE BOROUGH OF REDCAR AND CLEVELAND

And

[ ]

NOMINATIONS AGREEMENT

Relating to land at [ ]

Redcar and Cleveland Borough Council

Town Hall

Fabian Road

South Bank TS6 9AR



**THIS AGREEMENT** is made the [ ] day of [ ] 20[ ]

**BETWEEN**

1. **The Council of the Borough of Redcar and Cleveland** of Town Hall Fabian Road South Bank TS6 9AR (“the Council”) and
2. **Registered Social Landlord** registered office address (“the Company”)

**WHEREAS**

1. The Council is a local authority for the purposes of the Local Government Act 1972 and a local housing authority for the purposes of the Housing Act 1985 Part I.
2. The Company is a registered social landlord within the meaning of section 1 of the Housing Act 1996.
3. The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area within which the Development is situated.
4. The Perpetuity Period means the period of eighty (80) years commencing on the date of this agreement.
5. This agreement is supplemental to an Agreement dated [ ] made under section 106 Town and Country Planning Act 2006 pursuant to the Planning Permission hereafter referred to.

**NOW THIS DEED WITNESSES** and it is agreed as follows:

1. In this Agreement the following expressions shall have the following meanings:

“Development” means the freehold property known as [ ] registered at the Land Registry under Title No [ ].

“Unit” means one of the dwellings to be constructed on the Development but if referred to in the plural will be interpreted as referring to the whole development.

“Suitability” means the criteria reasonably adopted by the Council from time to time having regard to inter alia the Unit’s location and size and the tenants’ needs having due regard to the Company’s allocations policies.

“Priority” means the criteria in accordance with the Company’s allocation policy having due regard to the policy adopted by the Council from time to time with regard to the assessment of housing need of applicants .

“Nominee” means a person who appears on the Housing Register who has indicated a willingness to consider a letting.

“Deemed Date of Receipt” means that any notice letter or other document is deemed to be received by the recipient two days after posting it by first class mail or five days after posting by second class mail.

“Tenant Nominations” means the list maintained by the Council of persons (with addresses) the Council wish to be granted a tenancy of one of the units on the Development.

“Planning Permission” means the planning permission dated [ ] 20[ ] reference number [ ].

“Practical Completion Date” means the date or dates on which all of the Units are structurally complete and ready for residential occupation.

“The Council’s Nominated Officer” means the Officer nominated from time to time by the Council to carry out the Council’s rights and duties under this agreement and notified in writing to the Company.

“The Company’s Nominated Officer” means the officer nominated from time to time by the Company to carry out the Company’s rights and duties under this Agreement and notified in writing to the Council.

2. The Company grants to the Council the right to nominate tenants for a period of eight (80) years from the Practical Completion Date to 100% of all initial lettings and 100% of all subsequent lettings of the Units.

3. Within twenty (20) working days of receipt of notice from the Company that the Units are anticipated to first become available for letting the Council will supply to the Company the Tenant Nominations with details of the Council’s current criteria for determining both the Suitability and Priority.

4. If any of the Units are available for occupation after practical completion the Company shall offer a letting to the proposed tenant with the greatest Priority from the Tenant Nominations for whom the Unit is suitable.

5. In the event of any vacancies arising in a Unit then the Company may contact Nominees for an indication of acceptance of a tenancy of a Unit and make an offer of tenancy to the Nominee with the greatest priority from the Tenant Nominations for whom the Unit is suitable.

6. If the Unit cannot be let to any Nominee on the Tenant Nominations (including a Nominee to whom the Company has a substantial reason for not wishing to offer a tenancy and such reason is previously notified to the Council) then the Unit may be let to a person not nominated by the Council but any subsequent re-lets must first be offered to a Nominee.

7. Any proposed tenant who delays acceptance of an offer of the tenancy for more than seven (7) days is deemed to have rejected the offer of a tenancy. A deemed or actual refusal of an offer of a tenancy will not preclude a proposed Nominee being considered for further offers of nomination if included in a subsequent Tenancy Nomination.

8. The Council within ten (10) working days of receipt of notification of a vacancy or of notification that the Tenant Nominations have been exhausted shall supply to the Company a copy of the updated Tenant Nominations provided that should the Council not provide

Tenancy Nominations within ten (10) working days of receipt then the Unit may be let to a person not nominated by the Council but on the Unit becoming available for re-letting subsequently the Council shall be notified and given the opportunity of providing Tenancy Nominations for the re-let subject to the above default provision.

1. The Company shall supply to the Council in writing full details of any offer of a tenancy made by the Company to a Nominee and full details as to whether and when such offer has been accepted or rejected and if accepted the name of the Nominee shall be deleted from Tenancy nominations as appropriate.
2. In the case of dispute or difference on any matter under this Deed or as to the construction of this Deed any such dispute or difference shall be referred in the first instance to the Company's Nominated Officer and the Council's Nominated Officer or their nominees who shall meet and attempt to resolve the dispute within fourteen (14) days from the date of such referral.
3. If such dispute cannot be resolved as provided for in clause 10 above then either party may refer the dispute for determination to a person chosen by the Homes and Communities Agency and such person so chosen shall act as an expert and not as an arbitrator but shall consider written representations made to Him/her by the parties and the costs of such person shall be borne as he/she may determine.
4. For the avoidance of doubt the parties to this Deed agree that the Council shall not be entitled to nominate tenants for occupancy of a Unit where to do so would put the Company in breach of any condition contained in the Planning Permission.
5. In this document the expression "the Council" and "the Company" shall include their respective successors and assignees and where the context admits the singular shall include the plural and the masculine shall include the feminine and vice versa.

THE COMMON SEAL  
OF THE BOROUGH OF REDCAR  
AND CLEVELAND was hereunto

Affixed in the presence of:- [ ]

Authorised Signatory

Authorised Signatory

THE COMMON SEAL OF [ ]

Was hereunto affixed in the presence of:- [ ]

The Common Seal of **THE** )  
**COUNCIL OF THE** )  
**BOROUGH OF REDCAR** )  
**AND CLEVELAND** was ) .....  
affixed to this deed in the )  
presence of [ ] )  
Authorized Signatory

Authorized Signatory

Signed as a deed by the ) .....  
said in the presence of )

Witness signature

Witness name (*in block capitals*)

Address

) .....  
) .....  
) .....  
.....  
.....



Witness signature

) .....

Witness name (*in block capitals*)

.....

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Address

.....

.....

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Signed as a deed by the said [ ]  
] in the presence of

) .....

) .....

) .....

.....

Witness signature

.....

Witness name (*in block capitals*)

Address

.....

.....

.....

The Common Seal of [ ] was )  
affixed to this Deed in the )  
presence of )

.....

Authorised Signatory

.....

Authorised Signatory





## APPENDIX 3: Glossary

**Affordable housing:** Low cost or subsidised housing for sale or rent intended to meet the needs of local people who cannot afford accommodation through the open or low cost market. Affordable housing is often provided by a housing association acting as a Registered Social Landlord.

**Affordable rent:** Housing provided by registered providers of social housing, that has the same characteristics as social rented housing except that it is outside the national rent regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents. This is a new type of affordable housing which was introduced in 2011.

**Commuted Sum:** A payment which is made by a developer to the Local Authority to pay for the Council to provide a good or service which would otherwise have been provided by the developer. In terms of affordable housing, commuted sums are paid for the Council to provide the affordable housing in an alternative location.

**Density:** A measurement of the amount of residential development within a given area. For planning purposes density is usually calculated in dwellings per hectare (dph), excluding land for other uses: major or strategic roads and landscape (referred to as 'net density', see PPS3, Annex B).

**Development:** Development is defined under the 1990 Town and Country Planning Act as "the carrying out of building, engineering, mining, or other operation in, on, over or under land, or the making of any material change in the use of any building or other land." Most forms of development require planning permission.

**Development Limits:** Development limits identify the area within which development proposals would be acceptable, subject to complying with other policies contained in the Development Plan. They seek to prevent development from gradually extending into the surrounding countryside.

**Development Plan:** A document setting out the local planning authority's policies and proposals for the development and use of land and buildings in the authority's area. It includes Regional Spatial Strategies and Development Plan Documents prepared under the Planning and Compulsory Purchase Act of 2004.

**Development Plan Document (DPD):** DPDs are Local Development Documents that have development plan status. Once adopted, development control decisions must be made in accordance with them unless material considerations indicate otherwise. The DPDs which local planning authorities must prepare, include the core strategy, site-specific allocations or land and, where needed, area action plans. There will also be a proposals map, which illustrates the spatial extent of policies that must be prepared and maintained to accompany all DPDs. All DPDs must be subject to rigorous procedures of community involvement, consultation and independent examination, and adopted after receipt of the inspector's binding report.

**Executive Housing:** Executive housing is housing of an individual, high quality and innovative design, materials and landscaping, incorporating four or more bedrooms and above average levels of garaging, security and privacy. Executive housing is typically built at a density of 10 dwellings per hectare or less.

**Executive-Style Housing:** Executive-style housing is housing displaying the same characteristics as Executive Housing (see above), but built at a higher density, typically up to 20 dwellings per hectare.

**Housing Need:** Households lacking their own housing (or living in housing which is inadequate or unsuitable) who are unlikely to be able to meet their needs in the local housing market without some assistance.

**Intermediate Housing:** Housing at prices and rents above those of social rent, but which meet the criteria to be classed as affordable housing. These can include shared equity products (e.g. HomeBuy), other low cost homes for sale and intermediate rent but does not include affordable rented housing.

**Lifetime Homes:** Lifetime Homes Standards are a set of simple home features that make housing more functional for everyone including families, disabled people and older people. They also include future-proofing features that enable cheaper, simpler adaptations to be made when needed.

**Local Development Framework:** The local development framework is a non-statutory term used to describe a folder of documents, which includes all of the local planning authority's development documents (comprised of development plan documents, which will form part of the statutory development plan, and supplementary planning documents). The local development framework will also comprise the statement of community involvement, the local development scheme and the annual monitoring report.

**Local Housing Assessment:** A study to assess the housing needs of a particular area. The study is normally used to identify the level of affordable housing which is required to meet identified needs.

**Local Plan:** An old-style development plan prepared by the District and other Local Planning Authorities. These plans will continue to operate for a time after the commencement of the new development plan system, by virtue of specific transitional provisions.

**Local Planning Authority:** The local authority or council that is empowered by law to exercise planning functions. Often the local borough or district council.

**Neighbourhood:** An area of streets within an urban area in general served by a common centre.

**Nomination Rights:** The mechanism by which a person or organisation has the right to choose the future tenant's of affordable housing.

**Pepper Potting:** Spreading something throughout a site. With regard to affordable housing the term is used to ensure that the affordable units are spread throughout the site and not concentrated in one particular area.

**Perpetuity:** That something will be retained in its current form forever more. With regard to affordable housing, the term is used to mean that the housing will remain as affordable housing throughout its lifetime.

**Planning Policy Statement:** Issued by central Government to replace the existing Planning Policy Guidance notes, in order to provide greater clarity and to remove from national policy advice on practical implementation, which is better expressed as guidance rather than policy.

**Regional Economic Strategy (RES):** A strategy setting out a vision for how the economy of a region should be developed over the next ten years or so. Together the Regional Economic Strategy and the Regional Spatial Strategy form the Regional Strategy for an area.

**Regional Spatial Strategy (RSS):** A strategy for how a region should look in 15 to 20 years time and possibly longer. It identifies the scale and distribution of new housing in the region, indicates areas for regeneration, expansion or sub-regional planning and specifies priorities for the environment, transport, infrastructure, economic development, agriculture, minerals and waste treatment and disposal. The RSS forms part of the development plan. However, the Government has signalled its intentions to revoke the RSS through the Localism Bill.

**Regional Strategy (RS):** Under the provisions of the Local Democracy, Economic Development and Construction Act 2009, each region must prepare a RS which will provide a comprehensive plan for the future development of a region over a period of time. Until a new RS is completed, the RSS and the RES combined form the Regional Strategy for the area.

**Registered Provider (RP):** Registered Providers (RPs) are independent housing organisations registered with the Homes & Communities Agency under the Housing Act 1996. Most are housing associations, but there are also trusts, co-operatives and companies.

**Ringfenced:** A term which is used to indicate that funds will only be used for a particular purpose. For example, where money is collected to provide affordable housing, where it is ringfenced, it can only be used for affordable housing.

**Saved Local Plan Policies:** The Secretary of State for Communities and Local Government issues a direction saving certain policies from the Local Plan beyond their expiry date of 27th September 2007. These will continue to form part of the development plan until they are replaced by policies in the LDF.

**Section 106 Agreement:** A legal agreement under section 106 of the Town and Country Planning Act.

**Social rent:** Housing owned and managed by local authorities and Registered Providers for which guideline target rents are determined through the national rent regime.

**Staircasing:** Where the tenant is able to purchase a greater proportion of the dwelling than they were originally sold under the terms of the agreement, until the point at which they would own the whole property.

**Strategic Housing Market Assessment (SHMA):** A detailed study which assesses the housing market of a particular area. The assessment looks at the existing housing stock, the housing aspirations of residents and makes recommendations on required changes to the housing stock in the future in order to meet these aspirations.

**Supplementary Planning Document (SPD):** A document that provides further details and/or guidance with reference to policies and proposals contained in a Development Plan Document (DPD).

**Sustainable Community Strategy:** A strategy prepared by a local strategic partnership to help deliver local community aspirations, under the Local Government Act 2000.

**Tenure:** Refers to the ownership of a particular property. With regard to housing, tenure is not only used to define ownership but also how the property is being occupied (e.g. Social rent, private rent etc).

**Viability:** The ability of an activity to take place, taking into consideration any constraints. With regard to development, viability is an assessment of the cost against the future revenue. A development is only considered to be viable where the revenue would exceed the cost.



This information is available on request in other languages, in Braille, on tape and in Large Print. For further information contact 01642 774774.

يمكن الحصول على هذه المعلومات، عند طلبها، بلغات أخرى أو بلغة بريل أو على شريط صوتي أو بخط كبير. لمزيد من المعلومات اتصل بـ 01642 774774

ئەگەر داواکەرت، دەتوانیت ئەم زانیارییانە بە زمانەکانی تر، بە بریل (شیواى نووسینی نابینا)، لەسەر شریتی دەنگ یان بە چایی پیتی گەرە، دا بین بکەین. بۆ زانیاری زیاتر تکایە پەیوەندی بە ژمارەى 01642 774774 بکە.

این اطلاعات در صورت درخواست به زبانهای دیگر، به خط بریل، روی نوار صوتی و یا بصورت چاپ شده با حروف بزرگ موجود است. برای کسب اطلاعات بیشتر به شماره 01642 774774 تلفن فرمایید.

இத்தகவல் தேவையான மற்ற மொழிகளிலும், பிரெய்ல், ஒலி நாடா மற்றும் பெரிய அச்ச எழுத்துக்களிலும் கிடைக்கின்றன. மேலும் கூடுதல் தகவல்களுக்கு தொடர்பு கொள்ளவும் 01642 774774.

Bi daxwazê va ev agahî bi zimanên din, bi Braille\*, li ser kasetan û bi Tîp û Herfên Mezin heye. Ji bo bêtir agahî, peywendî bi telefona 01642 774774 dahînin. Braille\*(şiklê ko kesê nikarin baş bibînin dikarin pê bixwînin)

یہ معلومات درخواست کرنے پر دیگر زبانوں، بریل، ٹیپ اور بڑے حروف میں دستیاب ہے۔ مزید معلومات کے لیے 01642 774774 پر رابطہ کریں۔



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