

**SOCIAL CARE, HEALTH AND  
HOUSING CABINET BOARD  
15 DECEMBER 2010**

**SOCIAL SERVICES, HEALTH AND HOUSING  
REPORT OF THE ACTING HEAD OF COMMUNITY CARE & HOUSING  
SERVICES – R. REES**

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**PART 1 – Doc.Code: SCHHB-151210-REP-SS-RR**

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1. **DELIVERY OF AFFORDABLE HOUSING/SECTION 106 AGREEMENT ONE PROPERTY AT THE MEWS (OLD PORT TALBOT HOSPITAL SITE)**

**Purpose of Report**

To seek approval to amend the conditions applying to one Low Cost Home Ownership property located on the Old Port Talbot Hospital Site Development

**Background**

Neath Port Talbot CBC's local housing strategy (2007-2011) and Affordable Housing Delivery Statement show a significant shortfall in the provision of affordable housing. One mechanism for delivering affordable housing and addressing this need is through planning gain i.e. section 106 agreements with developers.

**Section 106 Agreement**

In 2006 the Authority signed an agreement under section 106 of the Town and Country Planning Act 1990 in respect of a Residential development at the former Port Talbot Hospital Site, Hospital Road Port Talbot. Under this agreement NPTCBC in partnership with Ballantyne Homes were able to offer 8 properties on the site as Low Cost Home Ownership.

The two-bedroom properties were offered for sale at £58,000 under the NPTCBC "First Step Homes Scheme" representing a 50% discount on the then market value of the properties. The properties were to be kept affordable by way of a restricted covenant preventing the property from being sold for any less than the initial sale price i.e. £58,000 and after two years not more than 50% of the new market value at point of sale (together with any further sum which reflects the increase in the market value of the house arising out of any extension of the floor space during that owner's period of occupation)

The section 106 agreement sets out the process to be followed should an owner of one of the properties decide to sell. Following receipt of official notification of the owners wish to sell the Council has a period of 60 days in which to provide the owner with the name of the nominated purchaser. The nominated purchaser then has a period of 30 days in which to enter into a contract for the purchase of the property.

NPTCBC has now received official notification from an owner of one of the affordable homes that she wishes to sell

**Proposal to Vary the section 106 Agreement**

It has been widely publicised that the current economic climate has impacted on the ability of individuals to secure a mortgage. Advice from lenders has identified that individuals wishing to secure a mortgage on this type of affordable housing property will, because of the restricted covenant, experience great difficulty in obtaining a mortgage.

It is therefore proposed that the section 106 legal agreement on this property is amended – we have already done this for another property on this site. In common with all the recent section 106 agreements the revised agreement will identify the nominated purchaser being a Registered Social Landlord - in this case Coastal Housing Group. Coastal Housing will initially buy the property from the current owner and then sell (on a Home Buy basis) or rent (on an Intermediate Rental basis) to an individual who has been identified in accordance with eligibility criteria to be agreed with the council.

This requires the removal of the restricted covenant on the property.

### **Recommendation**

That approval is given to amend the S106 agreement to facilitate the sale/purchase of this property to Coastal Housing and remove the restricted covenant

### **Reasons for the Proposed Decision**

To enable the Authority to fulfil its obligation as the Strategic Housing Authority for the area

### **List of Background Papers**

None

### **Wards Affected**

All

### **Contact Officers:**

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Co-ordinator for Housing Strategy, Commissioning and Partnership  
(01639) 763702 e-mail: [s.c.jones@npt.gov.uk](mailto:s.c.jones@npt.gov.uk)

Christine Jessop-Rees

Housing Strategy and Development Officer  
(01639) 763389 e-mail:

## **COMPLIANCE STATEMENT**

### **DELIVERY OF AFFORDABLE HOUSING/SECTION 106 AGREEMENT ONE PROPERTY AT THE MEWS (OLD PORT TALBOT HOSPITAL SITE)**

(a) **Implementation of Decision**

The decision is proposed for implementation after the three day call-in period.

(b) **Sustainability Appraisal**

***Community Plan Impacts***

Economic Prosperity	-	positive impact
Education & Lifelong Learning	-	no impact
Better Health & Well Being	-	positive impact
Environment & Transport	-	no impact
Crime & Disorder	-	Positive impact

***Other Impacts***

Welsh Language	-	no impact
Sustainable Development	-	positive impact
Equalities	-	positive impact
Social Inclusion	-	positive impact

(c) **Consultation under Forward Work Programme**

There has been no requirement under the Constitution for external consultation on this item.

## **2. COMMERCIAL PROPERTY GRANTS WITHIN RENEWAL AREAS**

### **Purpose of Report**

To obtain approval to apply the attached terms and conditions (Appendix 1) to Commercial Property Grants (for the Specific Capital Funding element only) within Renewal Areas.

### **Background**

Members will be aware that prior approval has been granted to undertake Commercial Property Grants (CPG) within Renewal Areas and utilise the existing Terms and Conditions.

New Terms and Conditions have now been prepared, specific to Commercial Property Grants to be undertaken within Renewal Areas, along with the form of Legal Charge to be applied.

In July 2010 Economic and Community Regeneration Board were informed of a proposal to undertake a joint venture between the Social Services, Health & Housing, and Environment Directorates to deliver CPG's within Renewal Areas.

The proposal aimed to simplify the process for grant recipients and to provide enhanced financial assistance thereby increasing the level of uptake within the Authority's Renewal Areas.

In addition to the current 50% funding offered by Regeneration, a further 25% financial grant assistance will be offered to commercial properties which fall within the Renewal Areas, utilising the Specific Capital Grant (SCG) funding.

It will be delivered together with a package of technical and liaison support services to stimulate further investment. And will not only serve to improve the visual aspect of the property itself, but also contribute to the quality of the street and surrounding environment.

In order to further reduce the timescales involved, and provide greater control over the specification of design and materials, commercial property owners will be given the option of utilising the services of the designers and surveyors from the NPT Home Inspection Services for identification of eligible works, preparation of drawings and schedules.

The CPG's will be delivered using the Renewal Area fast track procurement arrangement.

Each case will be considered on an individual project, first come first served basis, subject to available funds.

### **Recommendations**

1. That the Authority applies the new terms and conditions for Commercial Property Grants to the Specific Capital Funding element within Renewal Areas. (Appendix 1)
2. That a Legal Charge be attached to the Specific Capital Grant funded element of Commercial Property Grants undertaken within Renewal Areas in compliance with the aforementioned terms and conditions. (Appendix 2)

### **Reason for Proposed Decisions**

The decisions are made to support the published aims and objectives of the community regeneration strategy developed as part of the Authority's Renewal Area programme.

### **List of Background Papers**

Appendix 1 - Commercial Property Grant - Terms and Conditions

Appendix 2 - Commercial Property Grant - Legal Charge

### **Wards Affected**

Aberavon  
Gwaun Cae Gurwen  
Lower Brynamman  
Neath East  
Neath North  
Neath South  
Sandfields East

### **Officer Contact**

Neil Davies, Regeneration Manager  
(01639) 763290, [n.davies1@npt.gov.uk](mailto:n.davies1@npt.gov.uk)

## COMPLIANCE STATEMENT

### COMMERCIAL PROPERTY GRANTS WITHIN RENEWAL AREAS

(a) **Implementation of Decision**

The decision is proposed for implementation after the three day call-in period.

(b) **Sustainability Appraisal**

**Community Plan Impacts**

Economic Prosperity	-	positive
Education & Lifelong Learning	-	positive
Better Health & Well Being	-	positive
Environment & Transport	-	positive
Crime & Disorder	-	positive

**Other Impacts**

Welsh Language	-	no impact
Sustainable Development	-	positive
Equalities	-	positive
Social Inclusion	-	positive

(c) There has been no requirement under the Constitution for external consultation on this item.

**SOCIAL SERVICES HEALTH AND HOUSING DIRECTORATE**  
**AND**  
**ENVIRONMENT DIRECTORATE**

**COMMERCIAL PROPERTY GRANT WITHIN RENEWAL AREAS**  
**TERMS AND CONDITIONS**

D67-77- commercial prop grant within renewal areas-081110(2)/jn



**COMMERCIAL PROPERTY GRANT  
WITHIN RENEWAL AREAS**

**Explanatory Manual and Terms and Conditions**

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## **1.0 INTRODUCTION**

- 1.1 This manual sets out the standard terms and conditions relating to any application for a Commercial Property Grant within a designated Renewal Area and also provides guidance to applicants.
- 1.2 The Commercial Property Grant is an entirely discretionary grant and the award of such a grant is entirely dependant upon funding being available. The amount of any such grant offered by Neath Port Talbot Council (NPT) will be assessed on an individual project basis, taking account of the economic and environmental benefits so arising and will normally be the minimum contribution required from NPT to bring the project forward – normally up to a maximum of 75% of eligible costs in respect of the Property comprising 50% payable from the Capital Programme and 25% from the Specific Capital Grant for Renewal Areas funding operated by NPT. The Applicant will be responsible for contributing the remaining 25% of eligible costs.
- 1.3 Any such Commercial Property Grant offered by NPT within a designated Renewal Area is subject to the general terms and conditions in this manual as well as any specific terms and conditions set out in the Grant Offer Letter.

## **2.0 INTERPRETATION**

- 2.1 The following expressions shall have the following meanings, unless the context otherwise requires:

<b>“Acceptance Date”</b>	means the date on which NPT receives the countersigned Grant Offer Letter.
<b>“Applicant”</b>	means the Owner or Lessee of the Property.
<b>“Application”</b>	means a detailed application for a Commercial Property Grant within a designated Renewal Area made by the Applicant to NPT, made in accordance with and comprising the documentation referred to in Condition 5.
<b>“Applicants Contribution”</b>	means the contribution of 25% of eligible costs paid by the Applicant to NPT prior to the commencement of the works
<b>“Fees”</b>	means all directly relevant and responsible professional fees.

<b>“Financial Questionnaire”</b>	means the form of questionnaire set out in the Application.
<b>“Grant”</b>	means a Commercial Property Grant within a designated renewal area.
<b>“Grant Offer Letter” &amp; “Grant Acceptance Letter”</b>	means the letter by which NPT approves the Application and offers funding support, which when countersigned and returned by the Applicant provides evidence of the agreement of the contractual terms;
<b>“Date of Practical Completion of the Works”</b>	means the date upon which the Works are certified as complete to satisfaction of NPT
<b>“Landlord”</b>	means any landlord of the Property.
<b>“Legal Charge”</b>	means the legal charge in the form of the copy included in the Appendix to these Terms and Conditions and by virtue of which the Applicant charges the Property pursuant to Condition 6.2.1.
<b>“Lessee”</b>	means a Lessee of the Property who holds a leasehold interest of five years or more at the date of the Application and who has obtained the written consent of the Landlord and any Mortgagee to carry out the Works.
<b>“Mortgagee”</b>	means any person or body corporate holding a mortgage/legal charge over the Property.
<b>“Offer Date”</b>	means the date of the Grant Offer Letter.
<b>“Owner”</b>	means the owner of the freehold interest in the Property at the date of the Application and who has obtained the written consent of the Mortgagee and any lessee to carry out the Works.
<b>“Property”</b>	means the land and/or buildings which are the subject of the Application.
<b>“NPT”</b>	Neath Port Talbot County Borough Council.
<b>“Works”</b>	means the eligible works forming the subject of the Application.

## 2.2 In this document:

- 2.2.1 The above headings are used for convenience only and shall not affect its interpretation;
- 2.2.2 References to persons shall include incorporated and unincorporated persons;
- 2.2.3 References to the singular shall include the plural and vice versa;
- 2.2.4 References to the masculine include all genders;
- 2.2.5 The Appendix to this document shall form part of the document, and
- 2.2.6 Any reference in these terms and conditions to any statute includes any orders or regulations made under such statute and any reference to any statute or subordinate legislation includes any extension modification amendment or re-enactment of any such statute or subordinate legislation.

## 3. ADMINISTRATION OF THE SCHEME

- 3.1 The Commercial Property Grant Initiative within designated Renewal Areas will be managed jointly by NPT's Property and Regeneration team and the Renewals and Adaptations Service. The Applicant or the Applicant's agent should therefore initially discuss any proposed Application/Scheme with the team before proceeding further. Contact details are:

Gemma Nesbitt  
Tel: 01639 686413  
E-mail: [g.m.nesbitt@npt.gov.uk](mailto:g.m.nesbitt@npt.gov.uk)

Design guidance for the Grant scheme will also be available through this contact.

## 4. GRANT AND ELIGIBILITY FOR GRANT

- 4.1 The amount of the Grant towards approved eligible costs will be determined by NPT and will be based on the cost of the approved Works which are considered eligible for grant aid as detailed in 4.5 below. The level of funding support offered by NPT must be the minimum contribution necessary to bring the project to fruition and will normally be a maximum of 75% of eligible costs in

respect of the Property comprising 50% payable from the Capital Programme and 25% from the Specific Capital Grant funding operated by NPT. The Applicant will be responsible for discharging the Applicant's Contribution of 25% of eligible costs prior to the commencement of the Works. The amount of Grant specified in the Grant Offer Letter is the maximum NPT contribution towards the project but in the event of there being any reductions in the cost of the approved works, NPT will make a pro-rata reduction to the amount of Grant originally offered. In exceptional circumstances, grant may be increased where an increase in the cost of Works has occurred for unforeseen reasons. NPT will reserve the right at its absolute discretion to decide such an increase on an individual scheme basis.

- 4.2 Grant is normally awarded exclusive of VAT. If the Applicant cannot recover VAT, this may be accepted as an eligible cost at the absolute discretion of NPT. This will be subject to the Applicant undertaking to repay to NPT any VAT element that later becomes reclaimable from HM Customs and Excise as a result of a change in the Applicant's VAT status.
- 4.3 Grants are not given automatically. NPT reserves the right at its absolute discretion to establish priorities within the total budget available for the programme and to impose such terms and conditions as it considers appropriate. Priorities will be given to Applications that can clearly demonstrate the economic benefits of the Works, and to properties that are of key visual importance, especially in areas where a Grant can add value to existing area/community regeneration strategies.
- 4.4 Grants will only be available to:
  - 4.4.1 Owners of the freehold interest in the Property at the date of the Application. If the freehold interest in the Property is subject to a mortgage and/or a lease the Applicant must have obtained and produced to NPT the written consent of the Mortgagee and/or lessee to the proposed Works and, in the case of any Mortgagee, to the Legal Charge.
  - 4.4.2 Lessees holding a lease that has a minimum of five years remaining at the date of the Application and who have secured and produced to NPT their Landlord's written consent to the proposed Works and to the Legal Charge, and, if they have a mortgage, have produced to NPT the written consent of the Mortgagee to the proposed Works and to the Legal Charge.
  - 4.4.3 The applicant is and remains a Micro Small or Medium Sized Enterprise as defined from time to time by the European Union for a period of 5 years from the date of practical completion of the works.

4.5 Works eligible for grant aid may include

Works to the exterior and curtilage of buildings that will make a significant contribution to the general environmental enhancement of the area. The Applicant must ensure, using appropriate professional advice as necessary, that the proposed Works are technically suitable and have structural integrity. In exceptional circumstances, and at the complete discretion of NPT, grant may be available to assist works internally, and only as part of a larger scheme involving external improvements.

4.6 Qualifying expenditure may at the absolute discretion of NPT include Fees incurred in the design and supervision of any approved specialist items or Works – provided that NPT’s specific written agreement has been sought prior to the engagement of consultants who must hold a professional qualification appropriate to the nature of the works proposed.

4.7 The following Wards will be eligible for Grant:

Aberafan	Gwaun-Cae-Gurwen	Lower Brynamman
Neath East	Neath North	Neath South
Sandfields East		

and any other Renewal Area designated by NPT from time to time

## 5. APPLICATION FOR GRANT

- 5.1 In making an Application, the Applicant warrants to NPT that all information provided in connection with the Application was and remains true and accurate in all respects. Please note that the Application Form must be signed by the Applicant, not an appointed agent acting for the Applicant.
- 5.2 All applicants must send their application to: **Gemma Nesbitt, Property and Regeneration Officer, Neath Port Talbot County Borough Council, The Quays, Brunel Way, Baglan Energy Park, Neath, SA11 2GG.** The Application Form and Financial Questionnaire are also available electronically – see 3.1 for contact details.
- 5.3 All applications for statutory consents for the proposed Works must normally be submitted before the Grant Application Form (e.g. Planning Permission, Listed Building Consent, Building Regulations Approval, as necessary). All approvals **must** be obtained before a Grant Offer can be issued.
- 5.4 NPT may, at its absolute discretion, make a contribution towards abortive professional fees and expenses, where, for reasons outside the control of the Applicant, the Works are not implemented. The Applicant undertakes to repay to NPT on demand any abortive costs (including professional fees and expenses) incurred by NPT in circumstances where the Applicant for reasons entirely within his control withdraws from the scheme at any time between the Acceptance Date and the Date of Practical Completion of the Works.
- 5.5 The Application must be accompanied by each of the following:-
- (i) A completed Financial Questionnaire.
  - (ii) If the Applicant is the Owner of the Property written evidence of the consent of any Mortgagee and/or lessee to the proposed Works and in the case of any Mortgagee consent to the Legal Charge.
  - (iii) If the Applicant is a Lessee of the Property written evidence of the Landlord's consent and any Mortgagee's consent to both the proposed Works and to the Legal Charge.
  - (iv) Where applicable, copies of all relevant statutory consents.
  - (v) Recent photographs of the property showing the condition of all elements which will be subject to improvement works.

- (vi) An A4 size or OS map extract of sufficient scale to clearly identify the exact location of the Property concerned.
- (vii) A current schedule of condition/structural survey of the Property prepared by a professionally qualified surveyor or architect may be required by NPT.
- (viii) At least three quotations for any approved specialist items or Works. Such quotations shall be based on drawings and specifications, and shall be broken down into parts to show the cost of all such specialist items or Works. It is important that quotations be current and should be itemised in a similar manner to enable comparison of prices. Depending upon the scope and nature of the proposed specialist items or Works, further quotations may be required at the absolute discretion of NPT.
- (ix) A statement showing the proportion of Fees attributable to any approved specialist items or Works, and the name and qualifications of any professional consultant employed with the approval of NPT by the Applicant.

5.6 **Applicants must ensure that the Property complies with the requirements of the Disability Discrimination Act 1995.** More information on the regulations may be obtained from [www.open4all.org](http://www.open4all.org). Disabled access requirements relating to external access, such as ramp entry and widths, may be included as part of the Application but only where these form part of a more comprehensive scheme. Other disability requirements, such as those relating to internal works, must be funded by the Applicant and/or by other means. Grant will be refused to Applicants that fail to ensure that the Property complies with the regulations.

5.7 Applicants should ensure that the Works meet the standards required under **‘Secured by Design’ (SBD)**. SBD is the UK wide Police initiative to encourage the building industry to adopt crime prevention measures to create a safer environment. It covers design issues for commercial and other premises. Further information on the initiative may be obtained from [www.securedbydesign.com](http://www.securedbydesign.com).

5.8 All applicants shall fully comply with all relevant Health and Safety Legislation, copies of any relevant Health and Safety Policies, or any other relevant Health and Safety documentation, shall be made available for inspection upon request by NPT.

5.9 All applicants that operate a business at the premises for which the grant refers shall comply with Equal Opportunities Legislation.



- 5.10 Applicants shall comply with the Party Wall Etc Act 1996. All required permissions shall form part of the grant application.
- 5.11 Applicants shall ensure that any tenants of the Property fully comply with all the requirements listed in 5.6, 5.7, 5.8, 5.9 and 5.10.

## **6.0 GRANT OFFER AND ACCEPTANCE**

- 6.1 If an Application is approved the Applicant will be sent a Grant Offer Letter (in duplicate).

### **6.2**

6.2.1 The Applicant will be required to give NPT a Legal Charge over the Property by way of security in respect of the Grant. Such Legal Charge will be registered against the Property following the receipt of the Grant Acceptance Letter. The cost of registering the Legal Charge will be added to the Grant total and retained by NPT who will effect registration. Such costs of registration are subject to variation by HM Land Registry.

6.2.2 In the event that the Applicant appoints Solicitors in connection with the Legal Charge or the Grant as a whole, any Solicitors costs will not be covered by the Grant and must be paid directly by the Applicant.

6.2.3 In the event that there is any breach by the Applicant of any of the terms and conditions of the Grant, NPT will be entitled to enforce the provisions of the Legal Charge to the extent necessary to recover the amount due in accordance with Clause 10.

- 6.3 If a Grant is offered **it must be formally accepted in writing before any work commences** by the Applicant countersigning the Grant Offer Letter and returning one copy of it to NPT within **14 days** of the date of the Grant Offer Letter **together with the completed and signed Legal Charge**. If this condition is not observed then it may be deemed that the Applicant has refused the offer of Grant. The Grant Acceptance letter and the Legal Charge must be signed by the Applicant and **not** any appointed agent acting on the Applicant's behalf.

- 6.4 Only in exceptional circumstances and where NPT has been kept fully informed, will any additional expenditure incurred in carrying out Works be considered, following acceptance of the Grant offer.

## **7.0 IMPLEMENTATION OF APPROVED WORKS**

- 7.1 The Works must be carried out strictly in accordance with:
- the details contained in the approved specification and drawings which accompanied the Application;
  - the terms and conditions contained in this explanatory manual;
  - any conditions imposed by statute (such as planning permission conditions); and
  - any further terms and conditions specified in the Grant Offer Letter.
- 7.2 In consideration of the Applicants Contribution and the obligations on the part of the Applicant contained in these Terms and Conditions NPT undertakes to use its best endeavours to ensure that the Works are undertaken in a good and substantial manner and completed in accordance with all contractual and statutory obligations.
- 7.3 The Works shall be subject to such variations or amendments as NPT (acting reasonably) shall consider necessary or desirable.
- 7.4 The Applicant grants to NPT:
- 7.4.1 Full right and liberty for NPT its officers agents contractors workmen and others authorised by it with all necessary plant machinery equipment and scaffolding and other apparatus and materials to enter upon the Property or any part thereof for the purpose of:
- 7.4.1.1 carrying out inspections and surveys prior to undertaking the Works
  - 7.4.1.2 undertaking the Works
  - 7.4.1.3 carrying out Works to adjoining or neighbouring properties insofar as such works cannot reasonably be carried out without such entry
  - 7.4.1.4 carrying out inspections upon completion of the Works
- 7.5 In exercising the rights granted by clause 7.4 NPT shall:
- 7.5.1 give reasonable prior notice of entry
  - 7.5.2 make good any damage caused to the reasonable satisfaction of the Head of Community Care and Housing of NPT or such other officer as might be nominated by NPT from time to time.

## **8.0 INSURANCE**

During the execution of the Works and thereafter for a period of 5 years from the Date of Practical Completion of the Works, the Applicant must take out and maintain insurance of the Property against normal risk under comprehensive cover for the full reinstatement value of the Property with a reputable insurance company and if so requested immediately provide NPT with satisfactory evidence of such insurance.

The applicant is responsible for ensuring that all necessary insurance policies are in place for the premises, any operations carried out within the premises and any professional indemnity requirements.

## **9.0 REPAIR AND CONDITION**

Upon completion the Works shall be deemed to form part of the Property and NPT's interest in the Works shall absolutely determine and the Applicant shall thereafter become solely responsible for the future repair and maintenance of the Works. For the avoidance of doubt the Applicant shall have no cause of action whatsoever against NPT in respect of the Works after the Date of Practical Completion of the Works.

## **10.0 REPAYMENT OF GRANT**

10.1 The Applicant must secure NPT's written consent to any disposal of the Property within 5 years of the Date of Practical Completion of the Works.

10.2 NPT will not unreasonably withhold such consent under Condition 10.1 above but may require, at its discretion, that the Grant be repaid on demand on a sliding scale basis as follows:-

Sale within one year.	Full Grant to be repaid.
Sale within two years.	80% of Grant to be repaid.
Sale within three years.	60% of Grant to be repaid.
Sale within four years.	40% of Grant to be repaid.
Sale within five years.	20% of Grant to be repaid.
Sale after five years.	No Grant to be repaid.

The Legal Charge will only be released on payment of the proportion due or after the expiration of the period of 5 years from the Grant Payment Date.

10.3 The Grant must be repaid in full on demand if:-

10.3.1 the Applicant is found to have made any misrepresentations in connection with the Application.

10.3.2 the Property is not fully re-instated to the satisfaction of NPT within 12 months of any occurrence giving rise to loss or damage to the property.

10.3.3 the Applicant is in breach of any of the terms and conditions contained herein or in the Grant Offer Letter.

10.4 In the event of repayment of the Grant or any proportion thereof being demanded, NPT reserves the right to enforce the provisions of the Legal Charge.

## **11.0 ASSIGNMENT**

Any offer of Grant is personal to the Applicant and may not be assigned.

## **12.0 PUBLICITY**

12.1 For the purpose of the promotion of the Grant initiative, the Applicant hereby gives his consent that NPT may make public in whatever manner it deems appropriate details of the Grant.

12.2 Should the Applicant wish to publicise any information appertaining to the award of Grant, NPT's written consent must first be secured. The Applicant is required to acknowledge EU funding support in all publicity relating to the Works. Details of EU funding requirements are available from the NPT contact officer.

12.3 NPT reserves the right to display on the Property, in a location to be agreed with the Applicant, a temporary and/or permanent sign declaring NPT and EU funding assistance in the Works.

## **13.0 NON WAIVER**

No failure by NPT to exercise, or delay by NPT in exercising, any right, power or privilege shall operate as a waiver of its rights.

## **14.0 MONITORING**

Upon giving reasonable notice NPT reserves the right to inspect the Property/Works at any time between receipt of an Application and the expiration of 5 years from the Date of Practical Completion of the Works.

## **15.0 CONTRACTS (RIGHTS OF THIRD PARTY) ACT 1999**

For the avoidance of doubt it is not intended that the terms of this Grant should be enforceable by the Contracts (Rights of Third Party) Act 1999 by any third party.

## **16.0 NPT AS LOCAL AUTHORITY**

Nothing herein shall prejudice or affect any of the powers for the time being vested in NPT as a Local Authority for the area in which the Property is situate **AND** all such rights and powers shall be as fully and effectively exercised by it as if it were not carrying out the Works to the Property.

## **17.0 GOVERNING LAW**

These terms and conditions shall be governed and construed in accordance with the Laws of England and Wales as they apply in Wales and shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

LEGAL CHARGE
HM LAND REGISTRY
LAND REGISTRATION ACT 2002

Administrative Area: NEATH PORT TALBOT

Insert title No.

Title No: .....

Insert address of property

Property: .....

Do NOT insert date

THIS LEGAL CHARGE is dated the ... day of ...

Insert full amount of grant in both words and figures

In consideration of ... pounds (£.....) (hereinafter referred to as "the Principal") receipt of which is acknowledged \*[I] [we] ... \*[of] [whose registered office is at] ...

Insert full name of Applicant(s) or name of Company

... with full title guarantee charge by way of legal mortgage \*[the land comprised in the title above referred to] [the land and premises known as ...

See guidance notes

(if postal address is insufficient continue as follows) shown and edged with red on the plan annexed to a \*[Conveyance] [Lease] dated ..... day of ..... and made between .....

with the payment to Neath Port Talbot County Borough Council ("the Council") of Civic Centre Port Talbot SA13 1PJ of the Principal payable at the expiration of three months from the day on which a demand for repayment is made if:

- 1. (a) [I] [We] dispose of the Property within a period of five years of the Grant Payment Date ("the Grant Condition Period")
(b) [I] [We] fail to comply during the Grant Condition Period with any term condition or provision of the Commercial Property Grant within Renewal Areas Explanatory Manual and Terms and Conditions which [I] [We] acknowledge has been provided to [me] [us] by the Council or in the Grant Offer Letter issued to me/us by the Council on the ... day of ...
(c) [I] [We] have given any false or misleading information in connection with [my]/[our] application including any information provided in the Financial Questionnaire dated the ... day of ...
(d) in the event of any damage to the Property during the Grant Condition Period and the Property has not been fully re-instated within a period of twelve months of the occurrence of any such damage.
2. No covenant is implied to pay interest on the Principal.

Insert date

\*SIGNED as a DEED by ..... (Signature)
..... (Full Name)

If Company please sign clause on page 2

in the presence of:-

Witness' signature .....
Full Name .....
Address .....
Occupation .....

\*SIGNED as a DEED by ..... (Signature)  
..... (Full Name)

in the presence of:-

Witness' signature .....  
Full Name .....  
Address .....  
Occupation .....

\*EXECUTED as a DEED by ..... (Name of Company)  
acting by a director and its \*[secretary] [two directors] whose signatories are here  
subscribed:

namely .....(Full Name)

(Signature)..... Director  
and .....(Full Name)

(Signature) ..... \*[Secretary] [Director]

\* Delete as appropriate

### 3. **DEVELOPING ‘SYSTEMS THINKING’ WITHIN HOUSING OPTIONS SERVICES IN WALES**

#### **Introduction**

To inform Members of a forthcoming system review within the Housing Options Service, to explain the process to be adopted for this review and to propose.

#### **Background**

During 2010/11 the Welsh Assembly Government announced a grant of £1.05 million to support the implementation of the values and aims identified within the Ten Year Homelessness Plan (WAG).

Bids for projects were coordinated via the Homelessness Network, to encourage best use of resources, and collaborative and cross boarder working was encouraged from agencies and authorities submitting bids.

Five local authorities successfully expressed an interest in undertaking a ‘systems thinking’ review of the services delivered within their housing options service and the impact of the work of other agencies and allocated grant funding to undertake the project. The funding will be available until March 31st 2011.

These local authorities namely Swansea, Monmouthshire, Wrexham, Neath Port Talbot and Ceredigion were keen to look at how this funding could be utilised to change how Housing Options/Homelessness Services work. Particularly in light of the current funding climate there is an obvious need to do it better, more efficiently and most importantly focused on what our customers want.

#### **Project Overview and Outcomes**

##### **Appendix 1 outlines the Outcomes, Measures and Resources of the project.**

The broad aims of the project are to explore what it is our customers want from the housing options service and then develop a system that :

- operates in a way that focuses on these expectations, within the limitations of the existing legislation
- is constantly responding to the needs identified, and
- is measured to truly understand its impact.



It has the following objectives.

- To develop a ‘systems thinking’ approach to the way we deliver housing options services in 5 local authorities in Wales
- That this approach is focused towards the customer
- That once we understand what the customer wants to draw from the service that we measure what matters to them
- That the learning that 5 authorities who are part of this project is shared on a Wales wide basis through the Homelessness Network and beyond
- If the changes identified as needed, (if they prove to be a more successful way of working), are developed and adopted in more local authorities in Wales

If these overall objectives are achieved it is hoped that the following outcomes will be met;

- That housing options services are more focused to customer needs
- That services are more efficient
- That we are measuring what matters and respond accordingly

## **Conclusion**

The project has been divided into five key stages with the evaluation of the project, carried out by Consultants appointed by the WAG, on an on-going basis. **Appendix 1** provides further details.

1. Establish – achieved October 2010
2. Explore – November – December 2010
3. Envisage – January – February 2011
4. Experiment – February 2011
5. Embed – March 2011 (on-going)

This project will be overseen by the Homelessness Network and delivered by a working group drawing on the key people from the 5 Councils involved and stakeholders. All stakeholders will be engaged where possible and it is hoped that the learning gained from the project will help in both the short and long term to make the housing options service as effective as possible in its role to prevent and manage homelessness.

The necessity to commit staff resources to the project will have a limited impact on delivering the HOS to service users and staff resources will be carefully monitored to ensure the impact is minimised.

## **Recommendation**

It is recommended that Members note the content of the report and an outcome report is presented to Members at the conclusion of project.

## **List of Background Papers**

None

## **Wards Affected**

All

## **Officer Contact**

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**FOR INFORMATION**

# 1 Neath Port Talbot County Borough Council Housing OMaR Document

## 1.1 Introduction

*ICE have been commissioned to work with five Councils in Wales and in particular at the Housing Options service in order to help improve their service delivery using systems thinking methodology. The Housing Options systems at Neath Port Talbot CBC includes advise on options available to those with issues or problems with their Housing through to the provision of accommodation to those clients deemed to be homeless.*

## 1.2 Desired Outcomes

*The desired outcomes from this work relate to improving the Housing Options service. The outcomes below are derived from meetings held on 26<sup>th</sup> October 2010 during the Establish stage as follows:*

- Team to learn about method
- Improved staff morale through ownership of the processes
- Positively impact on team culture
- Provide the best possible service to customers
- Reduce waste in the system
- Staff have time and capacity to think differently about the work with confidence and independence
- Make change that really improves service
- Improve working practices and relationships with third party stakeholders and RSL's
- Improved working with other internal Council departments

## 1.3 Method and Principles

*ICE Practitioners will support and coach managers and staff using our proven five E's model for change. This will support your learning journey as you gain visibility of how well the service meets its purpose and how improvement can be effected. ICE will not lead the change – you will. In summary:*

- *Leaders must lead change and all stakeholders must be included;*

- *The Practitioner supports the Leaders and helps build a shared understanding of the system from the customers perspective, build desire for change and plan to transform;*

*We have designed the Explore stage as weekly sessions over a six-week timeframe with all councils together at which time we will:*

- *Review and share findings from the work carried out in the previous week*
- *Explain the activities planned for the following week*

*Ideally, the sessions should be at one of the Council locations so that we can back up method and theory with practical examples of how you will obtain the information to create a detailed understanding of your system. For example, this might be listening to 'live' telephone demand into a contact centre then bringing back the findings and approach to support your learning.*

*In support of these sessions ICE Practitioners will be available to support individual councils in the work directly and with telephone or email help as required to supplement time on site.*

*How we will work together*

*In working together we have agreed specific permissions and protocols, which include:*

- *Being open and honest about all aspects of our work together*
- *Raising issues of concern, worries and problems as soon as they occur*
- *Focus being on creating value for the customer*
- *Ownership of the transformation residing with the service leaders*
- *ICE providing help and support to build the leaders understanding*

## **1.4 Resources**

*People*

*The following groups and individuals are not a definitive list but have been identified as key stakeholders in this work following the stakeholder analysis carried out in the Establish stage. It is unlikely that improvement work will be truly effective without the involvement of all stakeholders.*

Strategic Leaders

Name	Contact
Tony Clements – Strategic sponsor	
Robert Rees – Strategic Leader	

*The strategic leaders responsibilities are to support the operational leaders and managers in the transformation journey and provide resource for ongoing support from ICE Practitioners. They are there to help solve problems that are outside of the leader/manager remit and to provide access to the wider group of stakeholders.*

Operational Leaders

Name	Contact
Rachel McCartney – Housing Options Team Manager	
Jayne Anderson – Senior Housing Options Officer	

*The operational leaders must be available and committed to leading the process of improvement, including:*

*Demonstrate constancy of message and model appropriate behaviour in the work;*

*Be in the work asking the right questions, on a daily basis, to maintain momentum;*

*Be proactive in responding to problems and take immediate action where required (for example taking action if someone is behaving inappropriately);*

*Help teams to solve problems themselves and remove blockages when they cannot, listen to the opinions of the front line staff;*

*Pull support from the ICE Practitioner as needed and provide timely and honest feedback throughout the improvement work;*

*Be committed to their own learning journey;*

*Manage communications, and*

*Identify outcomes for the change work, for example service improvements and/or savings.*

ICE Practitioners

Name	Contact
Martin Thomas	<a href="mailto:Martin.thomas@icecreates.com">Martin.thomas@icecreates.com</a> 07899904237
Rachel Stamp	<a href="mailto:Rachel.stamp@icecreates.com">Rachel.stamp@icecreates.com</a> 07979 906065
Chris Lunn	<a href="mailto:Chris.lunn@icecreates.com">Chris.lunn@icecreates.com</a> 07809704910
Jaime Beckett	<a href="mailto:Jaime.beckett@icecreates.com">Jaime.beckett@icecreates.com</a> 07764635472

The role of the ICE Practitioners is to support the Leaders and managers with method to lead change. This should include:

Provide clear method and techniques

Show leaders how to lead change

Support leaders and managers when problems arise

Question and challenge the sponsor, leaders and groups and provide feedback or raise issues of concern immediately they occur

Be available to support the Councils when required

Support the managers and teams learning method and skills, and

Facilitate group sessions as required.

We will check and regularly review with the leader the level of support required

Timescales

Establish Weeks 1-4	Explore Weeks 5-11	Xmas? Weeks 12-13	Envisage Weeks 14-16	Experiment Weeks 17-19	Embed Weeks 20-25
<ul style="list-style-type: none"> <li>•Connection</li> <li>•Scope</li> <li>•OMaR</li> </ul>	<ul style="list-style-type: none"> <li>•Set up team</li> <li>•Demand</li> <li>•Customer</li> <li>•Purpose</li> <li>•Flow</li> <li>•Measures</li> <li>•System Conditions &amp; Thinking</li> <li>•Compile picture</li> <li>•Validate</li> </ul>		<ul style="list-style-type: none"> <li>•Vision event</li> <li>•Interim report</li> </ul>	<ul style="list-style-type: none"> <li>•Run experiments</li> </ul>	<ul style="list-style-type: none"> <li>•Hard wire changes &amp; measures</li> <li>•Final Report stage</li> </ul>
<p><a href="http://www.icecreates.com">www.icecreates.com</a> <span style="float: right;">together we make a difference</span></p>					



Note: This plan assumes that each Council is able to provide the necessary resources and time commitments to work within these timescales.

4. **OFFICER URGENCY ACTION -  
DELIVERY OF AFFORDABLE HOUSING/SECTION 106 AGREEMENTS  
INTERMEDIATE RENT ELIGIBILITY CRITERIA – PONTARDAWE**

**To inform Members of previous approval to amend relevant eligibility.**

**Purpose of Report**

To inform relevant eligibility and preference criteria in respect of current and future intermediate rent products.

**Background**

Neath Port Talbot CBC's local housing strategy (2007-2011) and Affordable Housing Delivery Statement show a significant shortfall in the provision of affordable housing. One mechanism for delivering affordable housing and addressing this need is through planning gain i.e. section 106 agreements with developers. The section 106 agreements are "tenure neutral" allowing for a variety of affordable housing to be provided, generally this equates to a mixture of Low Cost Home Ownership and Intermediate Rent.

The very difficult economic climate has resulted in a property on a prestigious development in Pontardawe remaining unsold via the LCHO product. The property has now been advertised for rent under the "Intermediate Rent" banner.

**Intermediate Rent Product**

Intermediate rent is targeted at individuals and households who are unlikely to have access to social housing and who can afford the housing costs. The aim is to assist the target audience to secure good quality affordable housing, enabling them to save money towards deposits for purchasing their own home – whether outright or through LCHO schemes.

In order to access this product applicants are required to meet certain criteria including; being 18 years of age and over; resident or working in the Neath Port Talbot County Borough area and having a gross household income of not more than £30,000.

The eligibility criteria set out above follows the principles of previous agreements as approved by Board. However as part of our on going evaluation of all our affordable housing schemes we have revisited our eligibility criteria.



We have now added the following to the criteria

- Applicants must be in employment

The addition of this onto the existing criteria will attempt to ensure that this product is available to our target audience. We have retained authority to re-advertise without the requirement to be in employment if we are unable to nominate with this additional criteria we have the

It should be noted that the preference / priority system as agreed by Board has not changed.

### **List of Background Papers**

None

### **Wards Affected**

All

### **Contact Officers:**

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Christine Jessop-Rees

Housing Strategy and Development Officer  
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**FOR INFORMATION**

## 5. 'TOAST' ROUGH SLEEPER'S BREAKFAST & ADVICE SCHEME

### Purpose of Report

To provide members with an update on the 'TOAST' Project, a breakfast and advice service for Rough Sleepers within the County Borough, following the completion of a 12 week pilot period.

To provide information on the number of vulnerable individuals who have accessed the Project and the work undertaken to assist them in accessing housing and support.

To highlight the agreed way forward with the Project

### Background

As part of the Local Authorities responsibility in regularly monitoring rough sleeping levels within the County Borough, as set out by the Welsh Assembly Government's "Continuous Monitoring of Rough Sleeping Guide" (2009); the Neath Port Talbot Rough Sleeper Working Group a long-standing working group which is made up of representation from a wide range of partnership organisations and agencies operating within the county borough, set up a Pilot Project known as 'TOAST' (Think Opportunity, Advice, Support & Trust) which replicated a drop-in service which was active in Swansea and ran 2 mornings a week for a period of 12 weeks from 23<sup>rd</sup> March until 10<sup>th</sup> June 2010 at Neath Day Centre, Orchard Street (a central location in Neath).

The Project was the first of its kind within the County Borough and has provided those individuals living street-based lifestyles with a contact point to access services such as housing, healthcare and other support services such as drug and alcohol, and mental health support; as well as offering a free 'light' breakfast of tea, coffee and toast – which has encouraged individuals to engage with the Service.

### Partnership Working

The Project was run in partnership with a number of Key Organisations who operate services locally, are working within the field of Homelessness and of whom have a wealth of knowledge and experience to assist individuals who are looking to start a new life away from the streets.

Along with the Local Authorities Housing Strategy Team, the other key partners have included Neath Port Talbot County Borough Council Housing Options Team, Caer Las Cymru – Routes Project, Gofal Cymru, The Big Issue and WGCADA (West Glamorgan Council on Alcohol and Drug Abuse) all providing support and housing advice.

Other key partners have included the South Wales Police Force who have provided Police Community Support Officers (PCSOs) and Public Health Wales and ABM University Health Board who have provided regular Nursing Staff and Podiatrists. The British Red Cross have also taken part in the Scheme to provide basic first aid training to both rough sleepers and volunteers alike.

### **Links with Other Services**

The Project has made links to the Emergency Provision Scheme for Rough Sleepers which is currently operated by WGCADA (West Glamorgan Council on Alcohol and Drug Abuse) and this has meant rough sleepers have had access to essential items such as sleeping bags, socks, footwear, toiletries and food vouchers. As well as access to WGCADA's new washing facilities at their offices in Neath.

The Scheme has also been able to utilise the GP Direct Enhanced Service for Homeless People of which 8 GP Practices within Neath Port Talbot have signed up to.

### **Marketing & Donations**

The Project was very successful in attracting donations both in funding and 'in-kind' assistance from local businesses and Church Groups, which has enabled it to run during the pilot's lifetime and funds are still available to continue running this scheme for a much longer period.

The Project has had positive press – 2 local press articles has helped raise its profile.

### **Findings**

There has been regular attendance from vulnerable individuals since the Scheme opened its doors on 23<sup>rd</sup> March, with the Scheme receiving 29 visits from 11 individuals. On average there was 2-3 individuals in attendance at each session. The largest number of individuals to be in attendance at any one session was 4.

Of those 11 individuals who have attended, 1 individual was Female and 10 were Male with age ranging between 27 and 70 years.

The Project provided support and advice to all 11 individuals – from housing advice and support referrals, to podiatry and first aid treatment. The Project has also enabled those in attendance to access the Emergency Provision Scheme as run by WGCADA and the use of their washing facilities. 1 individual made use of the GP Direct Enhanced Service and 1 vulnerable individual was placed into temporary accommodation whilst he was assessed as a priority homeless case and was referred and received an appointment for a CMHT Assessment.

### **Taking the Project Forward 2010-2011**

Following a review of the Pilot Project with all Key Partners, it was agreed that the Project should continue particularly during the winter months. We have been very fortunate that the British Red Cross have come forward to assist with its continuation.

The Project will use the British Red Cross Building based in Ropewalk, Neath and will be staffed with several British Red Cross volunteers alongside a number of ‘Core’ Organisation’s who are locally based and working within the field of Homelessness. Both South Wales Police Force and Public Health Wales and ABM University Health Board will continue to support the scheme.

The Project will adhere to the same aims and objectives as per the pilot study and will run every Thursday morning from 8-9am starting in December through the winter months until Thursday 31<sup>st</sup> March 2011.

### **List of Background Papers**

None

### **Wards Affected**

All

### **Officer Contacts**

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**FOR INFORMATION**

## 6. **SPECIFIC CAPITAL GRANT BID FOR RENEWAL AREAS 2011/2012**

### **Purpose of Report**

The purpose of the report is to provide information of the bid submitted to the Welsh Assembly Government for the annual Renewal Area Specific Capital Grant (SCG), in relation to the existing Renewal Areas in Sandfields East & Aberavon, Upper Amman Valley and Neath East.

### **Background**

In September of this year the Welsh Assembly Government invited bids for work in declared Renewal Areas for 2011/12. The award will take the form of a Specific Capital Grant ring fenced to Renewal Area activities. The Authority must then determine the apportionment of the funding between its declared Renewal Areas.

Bids will be considered on the same basis as in previous years, which will include consideration of the amount of resources authorities are planning to commit to support their published housing renewal policies.

The Assembly has previously stressed the importance of authorities having effective programming arrangements for Renewal Areas, which do not depend on carrying forward significant amounts of resources at the end of the financial year. They have also made it clear that future bids would take full account of any resources extended between financial years. The Assembly has advised that consideration of bids for 2011/12 will therefore take this into account.

Bids must be realistic, achievable and for expenditure in 2011/12 only, and should include details of the authorities commitment to both the Renewal Areas and Private Sector Renewal more generally.

The Assembly has stressed that capital grant will not be available unless authorities can demonstrate that they are committing sufficient other resources, including General Capital Funding, to deliver their published housing renewal policies and that those policies show a clear commitment to private sector renewal. The content of housing renewal policies and local housing strategies will be taken into consideration and bids must therefore contain appropriate references to those policies/strategies.

## **The Bid**

An SCG bid of £2.75 million for 2011/2012 has been submitted to the Welsh Assembly Government, in relation to the Authority's current Renewal Areas in Sandfields East & Aberavon, Upper Amman Valley and Neath East.

## **List of Background Papers**

None

## **Wards Affected**

Aberavon

Gwaun Cae Gurwen

Lower Brynamman

Neath East

Neath North

Neath South

Sandfields East

## **Officer Contact**

Neil Davies, Operations Manager,  
(01639) 763290, [n.davies1@npt.gov.uk](mailto:n.davies1@npt.gov.uk)

**FOR INFORMATION**

## **7. 'ENHANCING HOUSING ADVICE THROUGH WEB BASED TOOL' WALES HOUSING PROJECT**

### **Purpose of Report**

To provide members with information concerning the Wales Housing Project which see's the development of a new website which will help citizens find a home in Neath Port Talbot.

### **Background**

Welsh Councils have been granted funding of £185k to develop a series of websites to aid in the delivery of housing advice for citizens of their County Boroughs. Each site is expected to sit outside each Local Authorities established website and the site will be developed in partnership with other local Registered Social Landlords and Service Providers.

The website is based on Cardiff County Council's 'Cardiffhousing' model ([www.cardiffhousing.co.uk](http://www.cardiffhousing.co.uk)) and is to be replicated across all Local Authorities in Wales. This website is expected to go LIVE on 1<sup>st</sup> March 2011 and provides a wide range of local housing advice and options, including practical opportunities for citizens to access a range of housing tenures such as social renting, private renting and assisted home ownership.

The website has been highlighted in Welsh Housing Quarterly as good practice, and has been demonstrated to the Deputy Minister for Housing, who was very supportive. The website/tool has been well received by all Welsh Local Authorities.

### **Project Overview and Outcomes**

The broad aims of the Project are to develop this web tool across Wales and locally, to help raise awareness across the country of the availability of different housing tenures.

The Project has the following objectives;

- To allow information on housing supply and availability to be easily available to all, across every area of Wales
- To ensure that this information is available in web site form
- That 'portals' are in place within local authority offices and other public areas to allow access to this information to those who do not have easy access to the web
- That once this information is available and the web sites designed, it is regularly updated within each authority in Wales to ensure it remains accurate

- That the websites have the full support of all social housing providers in Wales so that they are able to fully engage in the project and that their stock is included within all databases
- That the websites are widely promoted and used by as wide a range of agencies as possible to help the people they are working with in housing need to understand the availability of different options.

If these overall objectives are achieved, it is hoped that the following outcomes will be met;

- That the citizens of Wales will have a far greater understanding and realistic expectations of the housing options available to them
- That a variety of agencies working with people in housing need will also develop this understanding
- That Council's and Housing Association's/RSL's working across Wales will see people with more realistic expectations around their housing options, which will in turn result in a reduction of 'failure demand'.

### **Project Development To Date**

Neath Port Talbot County Borough Council's Housing Strategy Team are assigned to construct the website with guidance and assistance from a Lead Officer at Cardiff County Council.

Housing Strategy Team Officers have met with all RSL Partners and Housing & Environmental Health colleagues to progress with the site's development and work has begun in populating the website.

Discussion has also taken place on the inclusion of the private rented sector and of course directly links to the social lettings agency.

### **List of Background Papers**

None

### **Wards Affected**

All

### **Officer Contacts**

Claire Jones, Co-ordinator for Housing Strategy, Commissioning & Partnership  
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Hayley O'Brian, Housing Strategy & Development Officer  
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**FOR INFORMATION**