

# GRANGE FARM RESIDENTS' CHARTER



Harrow Council's commitments to the  
people of Grange Farm

BUILDING A BETTER  
**HARROW**





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# A new Grange Farm

The regeneration of the Grange Farm estate presents an exciting opportunity to ensure this vibrant community has a bright future. We propose to bring new homes, a new community centre, new green space and new play facilities to the estate, while improving links to existing local facilities.

We plan to provide a range of different homes offering modern, spacious, energy-efficient living. There will be homes for social rent, shared ownership and private sale. All will be economic to maintain and flexible enough to meet the diverse and changing needs of residents.

An attractive community centre will sit at the estate's heart, providing a meeting place and a base for activities. We envisage it as a focal point where neighbours can come together to socialise, learn and have fun.

There have been delays with the regeneration but we now have planning permission and funding in place. Together with the Grange Farm Steering Group we have a preferred contractor to build phase one and you will start to see activity in autumn 2019.



**Ken Woods**  
Chair of the Residents' Steering Group

This revised charter sets out how we'll work with residents and how we'll minimise disruption. We plan to ensure that as many people as possible can move directly from their existing home to their new home. We've revised the scheme's phasing plan to minimise the number of residents who will move to a temporary home before occupying their new home, and we're committed to making this process as smooth as possible.

A lettings plan setting out rehousing options and allocation principles for secure tenants, will be shared with residents and regularly updated. Those affected by the regeneration will have free access throughout the project to impartial advice from an independent tenant advisor (ITA).

We understand that some residents will need more support than others. We're here to help them and will offer additional support as it's required.

The people of Grange Farm have a vital role to play in the regeneration. We're committed to listening to you and responding to your needs. Together we can build an environment in which everyone can thrive.



**Nick Powell**  
Housing Services Divisional Director

# Our commitments to you

## **For secure tenants**

Access, free of charge, to an independent tenant advisor.

A home on the redeveloped estate, if you want to continue living there.

Support that meets your needs, to make the process of moving home as painless as possible.

Financial compensation for moves and disruption.

## **For leaseholder and freeholders**

Market value for your home/property.

Financial compensation is available for resident leaseholders for disruption and help towards a new home.

# Residents' Steering Group



Steering group members elected in 2019

The Residents' Steering Group represents the views of everyone who lives on the Grange Farm estate and plays a very active role in the regeneration process. It meets regularly with council representatives to help shape the overall vision for the project and at each stage has reviewed proposals for moving the regeneration forward.

The steering group currently has 12 members, all of whom are Grange Farm tenants or leaseholders. It's

currently led by Chair, Kenneth Woods, and Vice Chair, Bill Beardon. The membership of the steering group is regularly refreshed to encourage as many people as possible to participate.

The steering group are looking at the option to form a new Tenants and Residents Association. You can find more information on the steering group's website, below.

[www.GrangeFarmSteeringGroup.co.uk](http://www.GrangeFarmSteeringGroup.co.uk)

# Repairs and maintenance policy

It's important that throughout the redevelopment programme, Grange Farm remains a clean and safe place to live.

It will continue to be your home for a significant number of residents, and your welfare is of the utmost importance.

Our phased approach to the estate's redevelopment (see page 12) will allow normal life to continue and minimise the disruption that this major building programme will cause.

We will continue to maintain occupied homes and ensure they remain properly habitable and secure, but we will seek to avoid replacements of costly facilities, such as boilers, kitchens or bathrooms.

We will instead look to repair facilities wherever possible and minimise avoidable expenditure on homes due for demolition. If work is essential, and repair is not possible, replacements will be made.

Caretaking services will continue and may need to be increased

once building work has started, to keep the areas around occupied homes clean and safe. We'll also continue to conduct regular **estate walkabouts** to identify any issues that need attention and to monitor improvements. Details of upcoming walkabouts will be displayed on the estate's noticeboards. Most recently we've used the walkabouts to check on estate cleanliness and to assess our responsiveness to reports of abandoned vehicles.

We intend to take precautionary action to reduce the risk of crime and anti-social behaviour associated with empty homes on the estate. These properties will be securely boarded up and any valuable items, such as boilers and copper pipes, removed.

Water systems will be drained, to reduce the risk of flooding, and other steps will be taken to make the homes uninhabitable and unattractive to squatters.

We will continue to use some homes on the estate as temporary accommodation.







# Commitments to secure tenants

## The new Grange Farm

All secure tenants have the right to return to the new estate once it's been redeveloped. Tenants who remain during its redevelopment will be given priority and rehoused first.

Tenants who wish to live on the redeveloped Grange Farm should complete a *Right to Return* form. You will receive this form when you move. You can also get a copy from the Housing Regeneration team, see page 18.

We want to make sure that your new home is right for you. We'll match your needs to the new homes on the estate and, where possible, will aim to meet any preferences you have too.

For elderly or vulnerable residents that also means ensuring that new homes have the same adaptations as previous properties.

For all residents, we'll take into account issues such as the number of bedrooms you will need and whether you would like to live near particular neighbours or on a specific floor.

Your pets will be welcome in your new home and, if you have to move twice, in your temporary home too. If you own a dog, you must sign a

responsible dog owners agreement, which you can get from the Housing Regeneration team. See Appendix 1 for Harrow's pet policy in full.

Working with Grange Farm residents, we'll draw up a **Neighbourhood Agreement** for the new estate. It will establish agreed levels of service expectations and priorities.

The agreement will cover issues such as bin collection, communal area cleaning, grounds maintenance and parking. The performance of these services will be regularly monitored by residents and the council.

We encourage any tenants who want impartial advice to speak to Raj Kumar and his team, the project's Independent Tenant Advisor from One Enterprise Ltd. Raj attends meetings of the steering group and is available via the contact details on page 18.

We want you to continue to shape the project and the ways in which we work. We've set up a housing action plan to capture issues and ideas suggested by tenants. It covers every aspect of the redevelopment and serves as our guarantee that your views matter and influence everything we do.





# Commitments to secure tenants

## Moves and redevelopment

We intend to develop Grange Farm in three phases. In planning these we've sought to minimise disruption as far as is possible.

A number of tenants have already relocated. The vast majority of those who remain, and who choose to take up a new Grange Farm home, will move just once - into that new home.

There are a small number of tenants

who have yet to relocate to a temporary address so phase one can proceed - we will offer them all interim accommodation on Grange Farm. These tenants will also be given priority when rehousing to the new phase one homes.

Extra support will be available for elderly or vulnerable residents, who will receive help with packing and the use of a handyman service.

## Redevelopment phases

Work will proceed according to the timetable below only if the project receives planning consent. If it does, tenants in phase one who are yet to move to a temporary home, will do so by spring 2019. Phases two and three will be subject to further planning applications.

Date	Activity
December 2017	Planning application submitted
March 2019	Planning secured
June 2019	Appoint contractor for phase one
Autumn 2019	Start on site - phase one
Spring 2021	Start on site - phase two
Spring 2023	Start on site - phase three

Below is a summary of the blocks in each planned redevelopment phase.

Phase one (2019)	Phase two (2021)	Phase three (2023)
1-45 Grange Farm Close	46-90 Grange Farm Close	40-51 Osmond Close
1-18 Osmond Close	19-27 Osmond Close	Osmond Close bungalows
	1-63 Wesley Close	66-75 Osmond Close
	28-39 Osmond Close	109-118 Wesley Close
		64-108 Wesley Close

A small number of families still occupy homes scheduled for development as part of phase one. They have all met with council officers to discuss options and arrangements for their moves.

These tenants affected by phase one will be offered interim homes in the area of the estate shown under phases two and three in the table above.

As phase one moves approach, all affected tenants will be contacted regarding their proposed interim homes. Each tenant will have 72 hours to view their home and assess its suitability. This has been extend from 48 hours, specifically for Grange Farm residents.

We plan for all tenants in phase two, who want to take up a new home on the estate, to move directly from their current homes to one built as part of the phase one development.

The remaining tenants in phase three homes, will move to new homes completed as part of phase two.

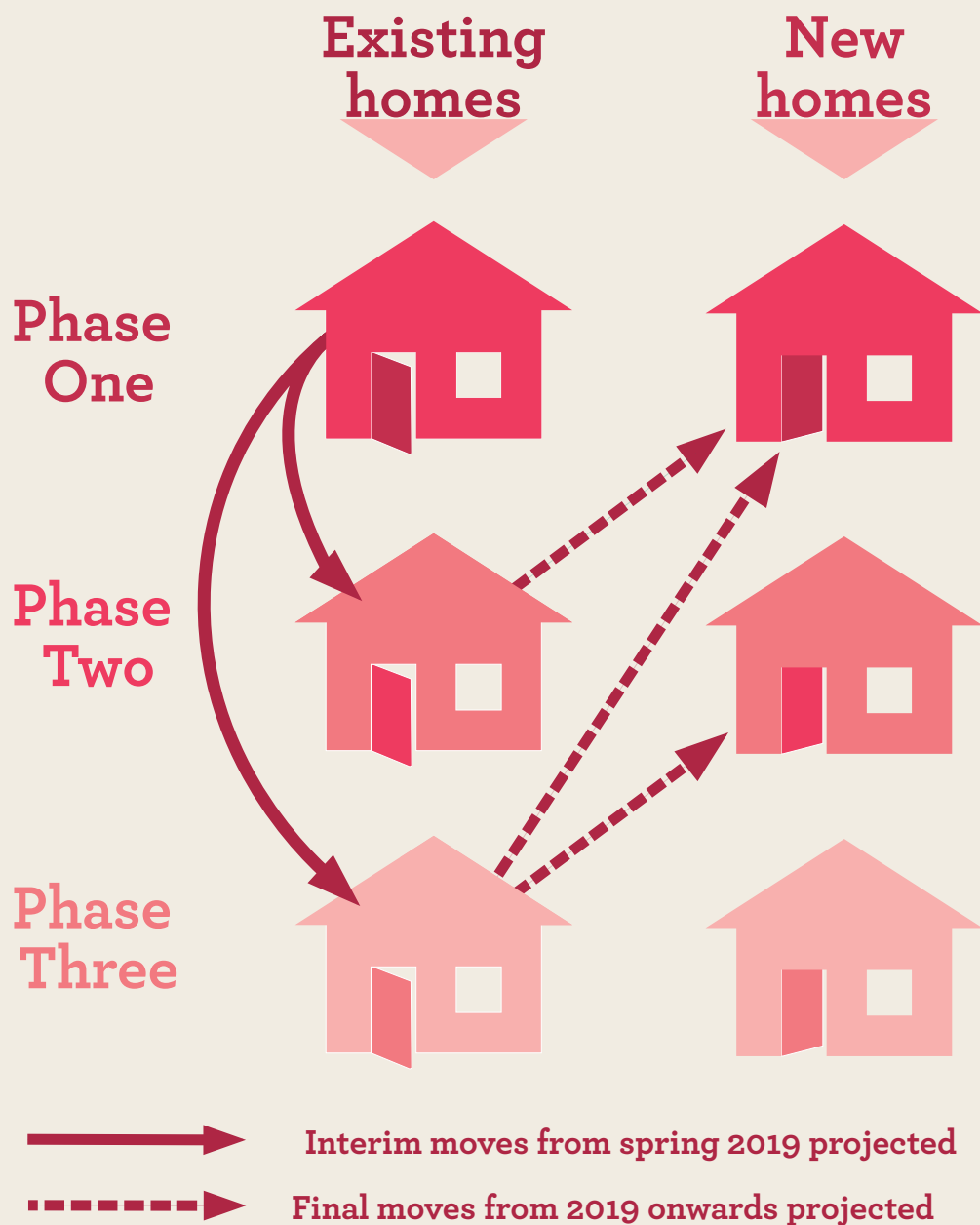
Residents who have been temporarily rehoused off site, will be offered a home built in phase three.

These move phases are also shown in the diagram on page 14.

# Commitments to secure tenants

## Moves and redevelopment

Projected move schedule (as described on page 13)





## Compensation for secure tenants

All secure tenants are entitled to receive compensation for disruption caused by the redevelopment of Grange Farm. How much you receive is dependent on your specific

circumstances. The table below summarises the different types of compensation available and who is entitled to receive them.

Type of compensation	Who receives it?	How much is it?
Home Loss Payment. For loss of home	All Grange Farm secure tenants are eligible. Assessed on case-by-case basis, advance payments can be made in some circumstances	Currently £6,300. The amount is set by the Government and is reviewed each year
Disturbance Payment. To reimburse moving costs	All secure tenants who move as part of the redevelopment	The payment covers reasonable costs incurred - see below
Downsizing Grant. For those moving to a smaller home	Secure tenants who move to a smaller home on Grange Farm or elsewhere	£1,500 + a further £1,500 decoration allowance

Affected residents will receive one Home Loss Payment, less any rent arrears and rechargeables. Other arrears can also be deducted by arrangement.

A Disturbance Payment is available for every move made. Payments cover things like removal costs and

redirection of post (see Appendix 2). They can also cover the cost of new curtains and carpets, up to a given value. Disturbance payments are only paid after you've incurred these costs - you must keep receipts as evidence of payment. For further information contact the Housing Regeneration team, see page 18.

# Commitments to freeholders and leaseholders

For the redevelopment of Grange Farm to go ahead, the council will need to acquire all the freehold and leasehold homes on the estate.

We've already bought some and are in negotiations with the owners of the remaining homes. In all cases, we will

pay full market value and we also offer incentives and support to help these deals go through. The council can compulsory purchase homes, but we'd prefer to avoid using these powers and buy through voluntary agreement under our Buy-Back scheme.

## The Buy-Back scheme

This voluntary scheme guarantees that freeholders and leaseholders will receive full market value for their homes. It also offers a disturbance payment and a home loss payment of either 7.5%, for non-resident leaseholders, or 10%, for resident leaseholders, of the sale value. This is the same compensation that would be awarded under a Compulsory Purchase Order.

The disturbance payment can only be made retrospectively and for reasonable costs incurred. Disturbance payments can cover things like surveyor's fees, legal costs, search fees and bank charges.

They can also be used to cover stamp duty on a new home, up the value of stamp duty paid by the council on the Grange Farm home acquired

under Buy-Back. Freeholders and leaseholders should speak to the council before incurring expenditure and should keep receipts and invoices as evidence of costs incurred.

We can in some circumstances offer assistance to resident homeowners to find a new home. We can, subject to criteria, offer a shared equity loan that will allow existing resident homeowners to purchase a new home, either elsewhere or on the redeveloped Grange Farm estate.

You can find further information about Buy-Back, compensation payments, equity loans and Compulsory Purchase Orders in Appendix 3.

You can also discuss your options with our Housing Regeneration team, whose details you'll find on page 18.





# Contact details

**Nick Powell, Housing Services Divisional Director, Harrow Council**

nick.powell@harrow.gov.uk, 020 8424 1998

**Alison Pegg, Head of Housing Regeneration, Harrow Council**

alison.pegg@harrow.gov.uk, 020 8424 1933

**Regeneration, Decant & Rehousing Officer, Harrow Council**

grangefarmregen@harrow.gov.uk, 020 8424 7654

**Resident Involvement Team, Harrow Council**

rinvolve@harrow.gov.uk

**Raj Kumar, Independent Tenant Advisor, One Enterprise Ltd**

raj@1enterprise.co.uk, 03450 573995

The council welcomes feedback about our services. You can submit a complaint or a compliment via the council's website [www.harrow.gov.uk](http://www.harrow.gov.uk). Visit the homepage and search for 'complaints'.

**Ministry of Housing, Communities & Local Government**

This is the government department responsible for housing policy. It has published five booklets on compulsory purchasing and compensation payments. They can be downloaded from the Government's website [www.gov.uk](http://www.gov.uk) - search for 'compulsory purchase'.

**Greater London Authority Regeneration team**

You can find out more about how the GLA's policies are shaping the regeneration of Grange Farm at [www.london.gov.uk/what-we-do/regeneration](http://www.london.gov.uk/what-we-do/regeneration).

**Royal Institution of Chartered Surveyors (RICS)**

RICS operates a compulsory purchase helpline, which provides up to 30 minutes of free advice from experienced chartered surveyors.  
contactrics@rics.org, 0247 686 8555, [www.rics.org](http://www.rics.org)

# Glossary

**Basic loss payment**

This is currently 7.5% of the market value of a property for a non resident homeowner and 10% for a resident homeowner.

**Compulsory purchase**

A procedure put in place by an acquiring authority (such as a council) to acquire land or property in order to facilitate public infrastructure projects.

**Disturbance payment**

Compensation for those forced to move house in certain circumstances to cover moving expenses.

**Home loss payment**

A payment for displacement from a dwelling by compulsory purchase or other circumstances specified in section 29 of the Land Compensation Act 1973.

**Independent tenant advisor**

Someone who provides impartial expert advice to help tenants make informed decisions.

**Market value**

The value of a property on the open market certified by a qualified valuer.

**Shared equity option**

Part purchase of a property of which the council retains the unsold portion. The occupant only pays for their part and can remain there as long as they wish.

**Shared ownership**

A scheme in which an occupier buys a proportion of the property and pays rent on the remainder, typically to a local authority or housing association.

**Social rent**

Lower rent on a secure basis to those most in need or struggling with their housing costs. Normally councils and not-for-profit organisations, such as housing associations, charge social rents.

# Appendix 1

## Pet policy for secure tenants

You must make sure any animals you own, or which visit your home, are kept under control and do not cause a nuisance, annoyance or frighten anyone. You must take any steps we ask to keep pets under control, such as providing suitable fencing. You will have to pay any costs involved in doing this.

You must not let any animal foul inside the property or any shared areas, including passages, footpaths, grassed areas and play areas. You must pay us the cost of any cleaning or any other work we have to carry out if they do.

In shared areas, you must keep any dogs on a lead at all times, this includes shared gardens, open spaces, walkways, footpaths and car parks.

You are responsible for taking care of your animal as described in section 9 of the Animal Welfare Act 2007.

You cannot keep any animal at your home after it has caused a nuisance or annoyed or frightened anyone, unless you have our permission in writing. We may also set specific conditions.

You must not keep or care for any dog as described in the Dangerous Dogs Act 1991 (as amended) or other similar laws either now or passed in the future.

You must not keep any animal which has been classed as dangerous under the Dangerous Wild Animals Act 1976.

It may be possible for you to keep a pet if you live in sheltered accommodation. Each sheltered scheme has its own arrangements and pet policy. If the scheme agrees that you can keep a pet, you must keep to the terms of the agreement and the terms in the tenancy conditions.

You must not keep any livestock at your property.

You must not feed pigeons, squirrels and other pests, either at your home, in any shared area or in the local area.

You must not breed any animals at the property without our written permission.

Unless you have our written permission, you must not run a dog-sitting or kennelling service at your home.

Examples of nuisance animals may cause are:

- unpleasant smells
- leaving mess around the building
- noise
- threatening behaviour (such as growling).

By animal we mean all animals, birds and reptiles.

The housing department may consult council departments or outside agencies about an animal's welfare.



# Appendix 2

## Removal services specification

The service will primarily be the provision of 'usual furniture removal service' as set out in EN 12522-1 and EN 12522-2. All the operations provided shall conform to the these standards.

The items likely to be moved will comprise:

- domestic furnishings, including but not limited to, sofas, chairs, tables and carpeting
- white goods, such as washing machines, cookers, dishwashers, fridges and freezers (any contents and other perishable items are specifically excluded from this contract)
- electronic equipment, such as TVs, sound systems, games consoles and computers
- mirrors, linen, ornaments, lamps, books, house plants
- domestic utensils
- clothing
- gardening, DIY tools and equipment from external storage.

### Disconnection

The contractor should include for the disconnection of cookers, electric or gas and for reconnection if suitable connection is available. For the disconnection and removal of electrical items the following or equivalent is required:

- City & Guilds 2382-10 17th Edition – Part P (Requirements for Electrical Installations 2382).

For the disconnection of gas appliances as follows:

- Gas Safe Registered Engineer (domestic)

The removal contractor should include for the disconnection of washing machine, hoses, outlet and for reconnection if suitable connection is available.

### Removal boxes and removal management

The removal contractor will be fully responsible for supplying removal boxes, associated packing materials and any tape required to each premises.

The removal contractor will need to determine the size and quantity of boxes and associated packing materials required for each property.

## General duties

Duties of the removal contractor will include:

- monitoring removal box deliveries and collections
- careful carrying, loading and transporting material in boxes, in locked vehicles, to the destination location without undue risk to safety, security or general well-being of the contents
- careful unloading, carrying and marshalling of boxes, to the destination premises, as instructed.

Boxes must be free of cracks, splits and old labels. Boxes must be stored in an area that is secure and weatherproof.

## Transporting boxes

Boxes shall be moved with care and during handling operations always placed carefully in position. Boxes shall not be loaded on skates, trolleys, lifts or vehicles in such a way that they can move about or fall over. During operations and at all other stages of the move, full boxes should only be stacked to a secure height to avoid spillage or damage.

## General site protection

The removal contractor shall allow for protection at all sites that is deemed necessary to avoid damage to the building fabric and in particular: external corners, doors and door frames, walls, pillars, heating, floor finishes and lift interiors. All materials used should meet the Fire Precautions specification standard for protective material. The council reserves the right to record any damage arising from the removal operations and have such damage made good at the expense of the contractor.

The removal contractor must adequately maintain roads and footpaths within and adjacent to the sites, and keep them clear of debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the service must be reported to the client representative so that it can be made good to the satisfaction of the council or other owner. The removal contractor shall bear all costs arising. The remover should assess the items to be moved and provide appropriate materials, including bubble wrap and cartons, to ensure the safe packing of all items. The removal company will be liable for any damage to the items caused by their negligence. Where necessary, the removal contractor should take photographs of pre-existing damage.

The contractor must maintain escape routes throughout the course of the works, including providing all temporary enclosures, lighting and additional security measures to the satisfaction of the council.

## Lifting equipment and skates

Skates and any other equipment supplied by contractors for the handling of crates must be of commercial quality, in serviceable condition and supplied in sufficient numbers to allow for the efficient move of material.

## Use of lifts

The removal contractor shall only have access to the appointed lifts within all buildings. All lifts must be protected to the satisfaction of the council and landlords where relevant. Lifts must be assessed for access of materials and loading prior to use. Condition surveys must be carried out by the appropriate parties and recorded to enable handover. The lifts will then be re-surveyed upon completion of use and recorded and handed back. Any damage will be made good to the satisfaction of the council or landlord at the expense of the removal contractor.



## Access and routes

The removal contractor should be aware that in some instances there may be other works taking place at the same time as the moves and as such the removal contractor will not have exclusive use of access routes, loading bays, and lifts at both source and destination buildings.

The removal contractor will need to determine the size and quantity of boxes and associated packing materials required for each property.

The removal contractor will confirm any road closures due to marches, major works or other events taking place during the move phases. If such closures are found, the removal contractor will locate an alternative route and, as a precautionary measure, a secondary route should be located for each and every move phase. The contractor is required to organise suspension of parking bays as and when required.

The remover shall make any necessary arrangements with the appropriate persons to obtain vehicular access to premises during the removal and may only pass on to the authority any charges if they are agreed in advance. Parking fines incurred cannot be claimed against the authority. The remover must ensure that full access for all emergency vehicles is maintained during their operations.

## Vehicles

The remover must have secure vehicles of a suitable size and capacity. To ensure the safety of the goods carried, the vehicle(s) used, within the meaning of 3.8 of EN 12522-1:1998, shall be of sturdy box construction, waterproof, dry and equipped with tie rails and/or padding. The doors of the vehicle(s) shall be fitted with locks for security purposes.

Overloading must be avoided. Vehicles should not be left unattended, and a crew member must be in attendance at the rear / side of the vehicle while loading / unloading is in progress.

Transport travel distance if not within the London Borough of Harrow and with reference to Tom Tom or other satellite navigation service, shall not exceed 30 miles (journeys into congestion charge area to be excluded).

Once loaded, the vehicle will be immediately locked and remain so while in transit. Numbered security seals should be provided and fitted to doors. Vehicles will only be unlocked once they have arrived at the destination premises. No intermediate or unauthorised stops will be made and vehicles must not be left unattended. Removal vehicles are not to be left loaded overnight - permission will only be given under special circumstances. Loaded vehicles stored overnight should be fitted with immobilisers/alarms. The removal contractor must provide all drivers with a communication device for use in the event of a breakdown.

## Health and safety

The remover shall comply with all current health and safety and welfare regulations - details of the compliance documents should be made available. The remover's personnel must be equipped with the appropriate PPE. Smoking will not be allowed on the subject premises and any food or drink should only be consumed with the express permission of the occupiers.

## Employees

In addition to the requirements set out in EN 12522-1 and EN 12522-2, the remover shall:

- provide full details of all employees that are to be engaged by the remover for the purpose of the removal, if requested by the authority
- guarantee that every employee or sub-contractor has DBS a certificate that has been examined by the contractor, is qualified to work in the UK, and has had their address and identity verified by reference to a passport, driving licence or other official photo ID.

- undertake the reasonable requests of the tenant and other authorised representatives during the removal. Any requests that will incur additional costs are only to be approved for payment providing the express permission of the authority's designated representative has been agreed.

All removal contractor staff must be able to act and communicate in a reasonable manner to council staff and residents, regarding both project and non-project related matters and conduct themselves in an appropriate manner at all times.

All removal contractor staff and sub-contractors are to wear full uniform at all times during the relocation phases. Photographic ID should be worn at all times. All removal contractor staff are to have adequate first aid provision and training.

## Documentation

The removal contractor is responsible for producing all required documentation and reports. These should cover issues including, but not limited to: job progress, health and safety, resources and activity, management and security issues. All documents should be valid for the duration of the project.

## Communication and meeting

Once a tenant has been allocated a new property, the local authority will inform the removal company of the old and new addresses. The removal company will contact and liaise directly with the tenant to arrange the delivery of boxes and arrange the collection and transfer of boxes and other items to the new address.

All communications will be via a pre-determined communication strategy and reporting structure, which will be issued after appointment. The removal contractor will only take instruction from members of staff identified and agreed in advance with the removal contractor and the client representative only. If a change is requested that impacts on cost then this must be agreed by the client representative.



The removal contractor's appropriate representatives shall attend all meetings as required, including planning and progress meetings. The meetings will be both formal six-monthly meetings and informal meetings as and when required.

### Secure storage

The removal company must be able to provide secure and fully insured storage facilities in order to allow for any delays in finding permanent accommodation.

### Response times

The removal company must be able to provide the delivery of boxes within two to three working days and, in an emergency, within 24 hours if needed.

### Packing

A small number of residents may require assisted packing. The authority will advise the removal company of any residents requiring this support and allow the removal company sufficient time to put appropriate provisions in place.

### Dismantling and assembly of furniture

The removal company must be able to provide the dismantling and assembly of any furniture for tenants, including, but not limited to, wardrobes, tables and chests of drawers. Price to include up to two items in every move.

### Invoicing

Invoices will be sent to the authority at the beginning of each month for the previous months' completed moves and any storage costs incurred.

# Appendix 3

## Leaseholder Buy-Back scheme

Buy-Back is a voluntary scheme that guarantees that freeholders and leaseholders will receive full market value for their properties. The scheme offers the same compensation that would be awarded under a Compulsory Purchase Order, as well as additional assistance for resident leaseholders and freeholders.

You can find a further description on page 14. To discuss your specific circumstances, please contact the Housing Regeneration team - their contact details can be found on page 18.

When do I have to sell back to the council?

The council would like leaseholders / freeholders to complete the process and vacate all homes in phase one by summer 2019.

What if I have let my property?

You should inform your tenants of the regeneration plans as soon as possible. You should check the tenancy agreement for the earliest opportunity to terminate, and inform your tenants that you will need to serve notice to leave in the near future. This will give them as much time as possible to find an alternative property to live in.

Once the terms of the buy-back have been agreed, you must arrange for vacant possession of your property prior to completion. You may need to serve a notice on your tenants to terminate the tenancy. The council will work with you to agree on a convenient completion date to limit any loss of rent.

How and when will the valuation be carried out?

A surveyor appointed by the council will contact you to arrange a convenient appointment to carry out an inspection of your property and provide a valuation.

## How much is my property worth?

It is always difficult to give an indication of property prices due to the many influences that can affect them. The council will value each property on an individual basis and take into account factors including the size, condition and location of the property. If there are any construction works or demolition in the immediate area of your building, we will make allowances so that any noise, debris or disturbance do not have a negative impact on your home's valuation. In many cases there is a significant difference between the price at which properties are advertised for sale by estate agents and the price for which they are eventually sold. The council's valuation will be comparable with the price of similar properties recently sold within the area.

## What if I am not happy with the council's valuation price?

If you are not happy with the offer the council makes, you may wish to carry out an independent valuation. The surveyor must be a member of the RICS. Contact details for the RICS can be found on page 18.

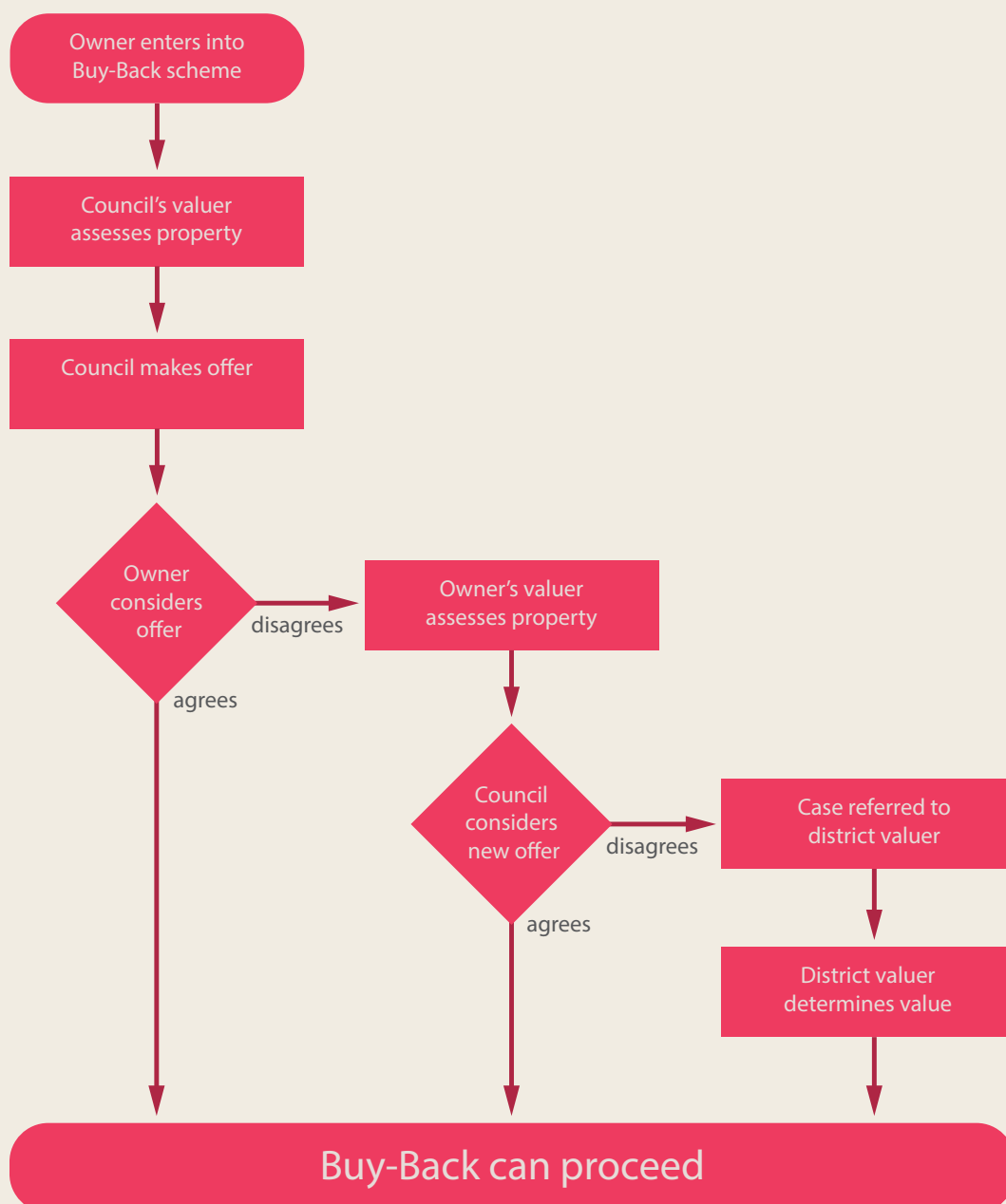
Please make it clear to whoever you choose to appoint that your property is likely to be subject to a Compulsory Purchase Order and that you would like them to make a valuation of your property and carry out any negotiations with the council on your behalf. Please do not select someone who is only prepared to give you a valuation.

All reasonable surveyors' costs can be claimed back from the council. You will need to agree a fee with the surveyor in advance and then confirm the cost with the council before appointing a surveyor. Once agreed, the council would be happy to pay your surveyor directly.

Once the surveyor has carried out a valuation of your property, they will send you a valuation report. On receipt of the report you may still choose to accept the council's original offer or, depending on the advice from your surveyor, you can instruct them to enter into negotiations with the council on your behalf.



## Flowchart of the Buy-Back valuation process



## What happens if an agreement cannot be reached?

If an agreement on the price cannot be reached, the council would suggest referral to the District Valuer to give an independent view of the market value. Ultimately the matter may be referred to the Upper Tribunal (Lands Chamber), which is a court of law. The Upper Tribunal will determine an impartial valuation that is binding on both parties. Appeals from its decisions lie with the Court of Appeal. This option would only apply if a CPO was sought.

## What happens if I refuse to sell?

The council would like to purchase your interest in the property by agreement. However, you should be aware that the council is pursuing a Compulsory Purchase Order. If a CPO receives the expected approval by the Secretary of State, ownership would pass to Harrow Council.

If this occurs, your claim for compensation will relate to the value of the property acquired plus disturbance, including a home loss payment and professional costs. Claims not settled can be referred to the Lands Tribunal for determination. If you are unsuccessful in seeking higher compensation than the council is prepared to offer, costs can be awarded against you.

## What happens when the price is agreed?

If, under Buy-Back, you are happy with the offer the council makes, or with a revised offer following negotiations, you will need to appoint a solicitor to act on your behalf and provide their contact details to the council. Your case will then be handed to the council's legal services department, who will liaise with your solicitor on the legal transfer of your property to the council.

## How are the costs that I incur paid or reimbursed?

All reasonable surveyor costs can be claimed back from the council. You will need to agree a fee in advance and then confirm the cost with the council before

appointing. Once agreed, the council would be happy to pay your surveyor directly. For any other queries about other payments, please speak to our Housing Regeneration team.

## How long does the process take?

It is difficult to say how long the overall process takes because every case is different and subject to numerous different factors. The diagram on page 29 gives an indication of the process, which could take up to nine months to complete.

## Assisting with finding alternative accommodation

If, as a resident homeowner, you would like the council's assistance, we can help you find alternative accommodation that is suitable for your needs. Should you wish for the council to assist with this, please contact the Housing Regeneration team, whose details can be found on page 18.

We offer a shared equity option, which is intended to allow existing resident homeowners, who meet the qualification criteria, to purchase a new property either elsewhere or on the redeveloped estate with the assistance of a loan funded by Harrow Council. The council retains ownership of the unsold portion, on which no interest or rent would be payable by the leaseholder. The leaseholder will be able to live in the property for as long as he or she wishes.

The key features of this option are:

- The council will buy your existing home from you. The price will be the market value of your home as at the date you notify us you wish to take up this shared equity option. In addition to the market value you will be entitled to receive a home loss payment equivalent to 10% of the market value.
- You must invest, as a minimum, the market value that you receive for your existing home, in a new home. That invested sum may be comprised wholly of the equity in your existing home, if you currently have no mortgage, or the equity in your existing home plus a mortgage advance from a recognised



lender. You may invest a further cash contribution in addition to the minimum amount, should you be in a position to do so. You will be responsible for securing a mortgage should this be required.

- The market value of any new home on the Grange Farm estate shall be determined by an independent valuation. It will be the market value at the date that the new home is practically complete. In relation to new properties not on the estate, the council's offer of equity funding is subject to the council being satisfied that the agreed purchase price does not exceed the market value and that the property is otherwise good security for the loan. The reasonable cost of any surveyor's report and legal due diligence incurred by the council will be the responsibility of the borrower. It would not be eligible for compensation under a CPO procedure.
- Your new home under this option must be your only or principal residence and you must continue to live in the property. The Shared Equity option is not available to non resident homeowners, including assist buy-to-let investors.
- The difference between your total investment in the new home (the sale price of your existing home plus any additional cash that you wish to invest in your new home) and the market value of the new home will be supplied by the council in the form of an equity loan, up to a maximum limit. Under the terms of the equity loan, the council will take a percentage equity stake in your new home equivalent to the percentage which the equity loan bears to the market value of the new home. The council will therefore become entitled to a share in the future value of your new home equal to its percentage contribution.
- The council's equity loan will be protected by a charge registered against the new home. The council will need to be satisfied as to the terms of any first mortgage that you have secured against the property before advancing funds. While the council's charge is in place, you may not increase the amount that you borrow without the prior consent of the council.
- You may voluntarily repay all or part of the council's equity loan at any time. These repayments are also known as 'staircasing'. Payments are calculated on the market value of your home at that time, as determined by

an independent valuer. The minimum amount by which you can staircase at any one time is 10% of the value of your home or the total outstanding share owned by the council if this is less than 10%. The cost of obtaining such a valuation will be borne by you.

- You will not pay any rent or interest on the council's equity share, but any remaining equity loan must be repaid when you sell your home, or when you die, whichever occurs first. The amount of the repayment will be an amount equivalent to the council's equity percentage stake of the prevailing market value at that time. You will be responsible for the cost of obtaining independent valuations if required during the term of the equity loan.
- Purchases can be made in the sole name of one individual or can be joint tenancies, only being couples who were resident at the Grange Farm property on 29 January 2015. By purchasing as a joint tenancy the equity loan would only have to be repaid to the council on the death of both tenants.
- The amount of the equity share that the council will take is determined on the basis of what you will need to buy a property of a similar size in the vicinity of Grange Farm (value A) or if you decide to move to another area, the cost of equivalent property in that area (value B). Value B cannot exceed value A. Should you choose to purchase a larger property the council will still limit its equity share by reference to a similar size property to that which you currently occupy.

You are entitled to take up this Shared Equity Option if you meet the following:

- You held a long leasehold or freehold interest in a home on the Grange Farm Estate on 29 January 2015 and occupied (or intended to occupy) it as your only or principal home; and
- You continue to hold such interest in the existing home and occupy it as your only or principal home
- You apply all the sale proceeds from your property at Grange Farm in to the purchase price of your new home
- Should you choose to sell the property in the future the council will require first refusal to buy the property at the prevailing open market valuation.

Please note: The Shared Equity option results in a mortgage being taken over your new home in respect of the equity loan. This mortgage will be registered against the property at the Land Registry. Your new home may be repossessed if you do not comply with the mortgage terms. Check that a mortgage meets your needs and if you are in any doubt seek independent advice.

# Appendix 4

## Residents' Steering Group terms of reference

### Purpose of the Steering Group

- Review proposed communications and meeting arrangements.
- Work with the council to agree the regeneration vision for the estate and review options being put forward by the council.
- Participate in the evaluation and selection of consultants, developers and contractors.
- Assist in communicating messages to all residents on the estate and make efforts to talk to neighbours about the proposals to be able to reflect wider residents' opinions on the proposals.
- Participate in preparation and approval of Equality Impact Assessments.
- Receive reports from the Project Group, responsible for overall delivery and project management. The Project Group is co-ordinated by the Project Manager, who reports to the steering group. The steering group includes council officers, key consultants and draws in other expertise as required.
- Consider regeneration options put forward by architects and designers.
- Attend training events as and when required.
- Once contractors are appointed, receive progress reports on construction.
- Consider options to be put before residents in terms of finish and design.
- As properties are handed over as complete, the steering group will be involved in agreeing the defect management process.
- Help establish the ongoing housing management regime for the whole development, including the private blocks and help develop a home user guide.



1. The steering group is open to any resident on the Grange Farm estate and should always aim to have a minimum of six tenants and one leaseholder. The maximum number of residents on the steering group is 18.
2. Every 12 months, one third of members will stand down and these places will be available for election. There is no restriction on those members standing down being able to stand for election, but all members must stand down within a three-year period.
3. Elections will be organised by the housing department's Resident Involvement Team who will: advertise vacancies; issue ballot papers; set time for return of all voting papers; and organise counting of votes.
4. All candidates for election must first sign a declaration that they will abide by the Steering Group terms of reference, including the code of conduct.
5. All candidates wishing to stand for election must demonstrate their commitment to the long-term work of the Steering Group by attending its meetings in the two months prior to the election.
6. All existing Steering Group members wishing to maintain their membership must demonstrate their on-going commitment, which includes regular attendance at meetings or events. However, if attendance is not possible or limited, to offer apologies and an explanation to the Steering Group.
7. The group cannot make a decision unless a minimum of six members are present. This is known as a quorate meeting.
8. Members of the Steering Group who subsequently leave the estate on a permanent basis retain the right of membership (including holding an officer position) subject to review and taking into account the views of the steering group and residents (existing and new) who live on the estate. No meeting of the steering group will be quorate without at least 50 per cent of attendees being residents of the estate. Residents of the estate who take a temporary decant from the estate are still deemed to be residents of the estate.

9. Initial membership is based on those who volunteered at the end of February 2015. After 16 January 2016, vacancies on the steering group will be advertised for local election. Members should adhere to the terms of reference and code of conduct. If more than one candidate is interested in one vacancy, then open elections will be organised by Harrow Council with the support of Harrow Federation of Tenants and Residents Associations (HFTRA).
10. Those eligible to vote in elections of the steering group include all secure tenants and leaseholders of Harrow Council living within the Grange Farm estate, including those who may have been moved elsewhere temporarily as part of the regeneration.
11. From time to time individuals from other groups, volunteers or professionals with specialist knowledge and experience may be recruited to join the steering group to support its work. These members are known as co-optees and have the same responsibilities as other steering group members, but do not have voting rights. Co-optees will normally be asked to join for a fixed period of time.
12. All members are expected to attend meetings regularly. If someone misses three meetings in a row and does not give apologies, they will be asked to step down, unless the steering group accept there are exceptional reasons why they could not attend (for instance, ill health).
13. Once the steering group has been established, it will elect a Chair, Vice Chair, Secretary and Treasurer for the next 12 months. The election process will be conducted by an officer of Harrow Council. The council will provide secretarial services to the steering group.
14. Elections for the four posts will be held at the Annual General Meeting (AGM), which will take place each year. The steering group will aim to develop its own skills and knowledge before holding open AGMs or encouraging observers to attend its normal meetings.

15. The role of Chair is to ensure that meetings are conducted in an orderly manner, that all members have an equal opportunity to contribute and are encouraged to do so. The Vice Chair will support the work of the Chair and will deputise at meetings in the absence of the Chair. The Secretary will undertake support and administrative duties as and when prescribed by the steering group. The Treasurer will keep an eye on the financial affairs of community activities. This can involve, clarifying the financial implications of decisions to steering group members, keeping a record of accounts and drawing up a procedure for volunteers to claim back expenses.
16. The group will normally meet monthly, but this may need to increase or decrease according to speed of progress being made. Notice of all meetings must be circulated to members at least seven calendar days in advance.
17. When the steering group need to make decisions, these will be made on a simple majority vote of all present at a quorate meeting.
18. The steering group may, at its discretion, establish sub groups for a fixed time period to address particular areas of concern and may wish to nominate members to the sub group. The sub group must report back on all matters to the full steering group.
19. Where required, the meetings will be facilitated by the Independent Tenant Advisor, who will ensure that agendas are circulated, notes of meetings kept and rooms booked.
20. Should the steering group feel the need for independent advice, the housing department of Harrow Council will consider all such reasonable requests.
21. Both Harrow Council via the housing department and the steering group confirm by agreement to these terms of reference that they will work jointly to achieve the regeneration of the Grange Farm estate for the benefit of all residents and within the available resources of the Housing Revenue Account (HRA).

22. If the council and the steering group are unable to reach agreement about an issue, the following mediation process will be followed:

- the matter will be considered by the three local ward councillors who will work to find a solution that is acceptable to the steering group and the council
- If the ward councillors are not able to find a solution acceptable to the steering group, the council will invite an independent arbitrator to give a view as to the most suitable solution. The independent arbitrator will be agreed by both the council and the steering group.

23. These terms of reference may be reviewed at the Annual General Meeting. The Steering Group will determine when it may wish to form a Tenants and Residents Association (TRA).

## Role of the Chair

The Chair will agree the agenda in advance and consider if other items of business can be raised at the meetings.

The Chair will approach any member who doesn't attend for three meetings in a row to discuss their continued membership and to report back to the steering group on the outcome.

The Chair and one other steering group member will sign any invoices for services received prior to submitting to the council. Note, the council will not make payment for any goods or services that have not been agreed in advance with the council and authorised in writing. The steering group is not authorised to order goods or services on behalf of the council.

In the absence of the Chair or Vice Chair at a meeting of the steering group, another member will chair the meeting.



## Conduct of members

- Members will always act in the interest of the greater good of Grange Farm.
- There will be no offensive language (i.e. swearing, sexist or racist remarks) used at meetings.
- Members of the group will respect the views of others, listen to one another and not talk over one another.
- It is recognised that, on occasions, there may be disagreement between members of the steering group, but no person attending the meeting should criticise or attack other members on the grounds of personal opinions, or for reasons that have no direct bearing on the meeting being held.
- Members will maintain a professional and objective attitude at all times, during and after meetings and keep to the agenda.
- Where the steering group reaches a decision or recommendation on an issue, all members of the group should accept that decision collectively.
- Where a breach of rules continues, then the offending individual(s) will be asked to leave the meeting. If they refuse to comply with this, then the meeting will be closed.
- Those who persistently act in breach of these rules may be barred from future meetings, subject to a majority agreeing this at a quorate meeting of the steering group.
- Where disagreements occur between members of the steering group at a meeting, these should not be discussed outside the meeting with those who are not members of the steering group.
- Members may not use the steering group as a venue to air personal issues.
- Members will declare any conflicts of interest.

- Members will send apologies if they are unable to attend a meeting, to the Chair, Vice Chair, Resident Involvement Officer (whose role is to promote tenant and community cohesion) or the Independent Tenant Advisor.

## Confidentiality

It is recognised that steering group members will be party to information of a sensitive nature, including detailed financial information. Disclosure of financial information relating to submissions will be restricted to proposals for Grange Farm Estate only. Where such information is confidential, the relevant advisers will make this clear to steering group members. Members of the steering group must undertake to abide by the need for confidentiality at particular times.

Find this document online at [www.GrangeFarmSteeringGroup.co.uk](http://www.GrangeFarmSteeringGroup.co.uk)

For queries contact the Regeneration, Decant & Rehousing Officer  
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