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5. Specialist Programmes

5.1. Homelessness Change & Platform for Life – Overview

Purpose

- 5.1.1. This chapter sets out the requirements and procedures which must be followed when developing Homelessness Change and Platform for Life Programme schemes.

Context

- 5.1.2. The Homelessness Change and Platform for Life Programme forms part of the 2015-18 programme. This section sets out its special features and specifies procedures and requirements that differ from those for the 2015-18 programme as a whole. Unless otherwise stated, the policies, requirements and procedures of the 2015-18 Affordable Homes Programme should be applied to Homelessness Change and Platform for Life schemes.

Main Features

- 5.1.3. The aim of the Homelessness Change and Platform for Life Programme is to underpin other work being undertaken to end rough sleeping by providing funding to support the development and improvement of hostels to support rough sleepers, and those at risk of sleeping rough. The specific aim of platform for life funding is to provide hostel accommodation (or a HMO registered with the local authority), generally for younger adults, where they can be supported to maintain employment and/or education and who are at risk, or likely to become at risk, of homelessness and/or sleeping rough. It is envisaged that residents will need low levels of support and that communal spaces will be minimised, with any service charges proportional to the size of communal areas. This accommodation is to be separate from any hostels that serve different groups. For the avoidance of doubt Platform for Life schemes are not to be developed adjacent or close to foyers schemes, or other hostel accommodation for young people who are not already engaged in employment and or education. A willingness to seek employment or to seek education opportunities does not give eligibility for nomination into Platform for Life schemes.
- 5.1.4. The Homelessness Change and Platform for Life Programme is managed on an individual scheme by scheme basis. Payment of grant will be calculated based on the funding agreed for individual allocations.
- 5.1.5. The priority of the programme is to fund accommodation. However, other elements such as the provision of training facilities and activities space can be considered where funding is available, if they offer value for money and are deliverable. It is envisaged that these schemes will not require extensive communal facilities, although some limited shared areas/facilities are expected.
- 5.1.6. Schemes developed through the Homelessness Change and Platform for Life Programme will be classified according to the GLA's standard

definitions of supported housing (see the section on procurement and scheme issues in the general chapter of this guide).

Scheme Eligibility

- 5.1.7. Under the Homelessness Change and Platform for Life Programme, grant is payable to cover the capital costs of developing and improving hostel accommodation to support the eligible client groups.

Client eligibility

- 5.1.8. Homelessness Change and Platform for Life Programme funding is aimed at providing two different forms of hostel accommodation
- 5.1.9. Homelessness Change hostels aim to support rough sleepers, those at risk of sleeping rough, and other non-statutory homeless people. Definitions of these groups are available on the [Homeless Link website](#).
- 5.1.10. Platform for Life schemes hostels (or HMOs) are aimed at supporting younger adults who are already engaged in employment and or education, and who are at risk, or likely to become at severe risk, of homelessness and/or rough sleeping. On its own, a willingness to seek employment or to seek education opportunities does not give eligibility for nomination into a Platform for Life scheme.
- 5.1.11. Schemes exclusively for statutory client groups, such as 16/17-year-olds, homeless families, teenage parents, and older people/extra care, are not eligible.

Design and Standards

- 5.1.12. The HCA's [Design and Quality Standards 2007](#) (in particular the guidance for supported accommodation in Annex one) apply to schemes developed under the Homelessness Change and Platform for Life Programme.
- 5.1.13. The following are key elements of building design to consider when developing a Homelessness Change and Platform for Life Programme scheme.
- Plenty of natural light and air.
 - A flow of traffic that mixes staff and residents.
 - All bedrooms are to be for single occupation.
 - Where a scheme is refurbished, the minimum area for bedrooms is 10.5 square metres and ideally they should be ensuite.
 - Where a scheme is new build, the minimum area for bedrooms is 12.5 Sqm and they should always have an ensuite shower room with a WC.
 - In addition to the general requirements above, Homelessness hostels should have the following.
 - Non-institutional décor.
 - A welcoming reception that is both open and safe.
 - Integrated activity spaces.
 - A Platform for Life scheme should have the following.
 - A communal living room.
 - Internet access by cable or Wi-Fi in each bedroom.
 - On site laundry facilities appropriate for the number of residents.

- Extensive communal facilities and services are not envisaged as necessary.

Homelessness Change & Platform for Life - Management Arrangements

- 5.1.14. RPs may either manage a Homelessness Change and Platform for Life Programme property themselves or enter into a management agreement with a managing agency that has relevant management expertise. In the latter case RPs must be satisfied of the following.
- The managing agency is a viable organisation.
 - The aims of the managing agency are compatible with its own.
 - The capacity, experience and resources of the managing agency are commensurate with the responsibilities it will hold.
 - If entering into a management agreement, the document should set out the terms under which the managing agency will undertake to manage the property/scheme. The terms must allow RPs to do the following.
 - Retain overall responsibility for the financial control of the scheme.
 - Monitor the condition and occupancy of the properties.
 - Let the units on a written tenancy or licence agreement between the RP and the occupant.

Homelessness Change & Platform for Life - Programme Management

- 5.1.15. Offers funded through the Homelessness Change and Platform for Life Programme will be subject to the requirements set out in the programme management chapter of this guide.
- 5.1.16. As per the main programme, RPs funded through the Homelessness Change and Platform for Life Programme will be required to attend review meetings with the GLA in order to track scheme progress against agreed targets and milestones.
- 5.1.17. As part of this process RPs will be obliged to use the GLA's Information Management System to keep all scheme forecasts up to date, confirm that delivery is on schedule and to provide prompt applications for milestone payment events as well as keeping all other data entry systems up to date.
- 5.1.18. Approved Homelessness Change and Platform for Life Programme offers will be subject to a programme-specific framework delivery agreement (contract), separate from any existing framework delivery agreement which may be in place.
- 5.1.19. The progress of Homelessness Change and Platform for Life Programme schemes will be monitored against the following milestones.
- Planning permission.
 - Acquisition (for new provision only).
 - Start on site.
 - Practical completion.
- 5.1.20. Further details and definitions of these milestones are available in the programme management chapter of this guide.
- 5.1.21. Homelessness Change and Platform for Life Programme funding is based on payment by results, subject to a scheme having reached practical completion.

- 5.1.22. For RPs with a signed Framework Delivery Agreement, a 50% start on site tranche is available between 1st April 2015 and the end of the funding programme in March 2018. The remaining 50% tranche would be paid at practical completion.
- 5.1.23. For definitions of what constitutes a valid start on site and practical completion, please see the **programme management chapter of this guide**.

Homelessness Change & Platform for Life - Grant Recovery

- 5.1.24. Allocations made under the Homelessness Change and Platform for Life Programme are subject to the Agency's standard grant recovery rules. Details of this process, including the relevant recovery events are available in the grant recovery chapter of this guide.

Homelessness Change & Platform for Life - reporting and audit requirements

- 5.1.25. Grant-funded affordable rent housing will be subject to the GLA's audit of schemes as set out in the programme management chapter of this guide. In addition, following the completion of a scheme, the Agency will require the following output information to be reported on a quarterly basis.
- The number and percentage of service users moving on positively from the service.
 - The number and percentage of service users being evicted from/abandoning their place.
 - The average length of stay of departed service users.
 - The number of service users taking part in structured and educational activity.
 - The number of service users gaining employment (full or part-time)

5.2. Tenants Incentive Scheme

Overview

- 5.2.1. The Tenant Incentive Scheme was designed to provide grant support for tenants of existing affordable housing to move into homeownership, thereby freeing up a rented home.

Project objectives

- 5.2.2. To obtain vacant possession of affordable rent or social rent homes by provision of incentive payments for tenants moving into other tenures.

Project Conditions

- 5.2.3. Any tenant receiving an incentive payment must be vacating an affordable rent or social rent property and moving into the private rented sector, purchasing on the open market, purchasing shared ownership, or moving abroad. Anyone moving into another affordable rent or social rent property is not eligible.
- 5.2.4. Landlords must use best endeavours to ensure that such tenants are moving to suitable alternative accommodation and can afford the costs associated with such accommodation.
- 5.2.5. The entirety of the GLA funding must be used for the incentive payment, and not for administration costs or works to any vacated property. All additional costs relating to administration or works are to be borne by the grant recipient;
- 5.2.6. Vacated properties in respect of which incentive payments are made must be let at an affordable rent for a minimum of five years.
- 5.2.7. Grant payments sought from the GLA must not exceed the incentive payment made to the tenant for each property.
- 5.2.8. Where incentive payments are offered for decant purposes then: -
- the purpose of such decant shall not be to dispose of the property on the open market; and/or
 - if the property is to be demolished for estate regeneration, then the number of replacement units should be greater than or equal to the number being demolished; and

TIS - payment arrangements

- 5.2.9. For each completion (grant payment resulting in vacated property) the recipient submits a grant claim via the GLA's IMS system. For each claim, the following supporting evidence must be retained and available for at least six years.
- Copy of invoices clearly showing the expenditure incurred on the objectives; or, in the absence of such invoices copy purchase orders and/or contract documents and transaction listings from the recipient's finance management system and certified as true and accurate records of such expenditure and/or committed expenditure by the recipient's Chief Financial Officer.
 - Such other evidence and information as the GLA may require from time to time.

TIS – grant recovery or reduction

- 5.2.10. The GLA will recover grant for incentive payments that do not comply with the project conditions (e.g. if a property is not available to let at an affordable rent for at least five years). There may also be grant recovery if there are project changes without GLA permission.
- 5.2.11. If for any reason GLA funding exceeds eligible expenditure incurred by the recipient for the achievement of these objectives, then repayment of the excess will be necessary within 30 days (unless the GLA opts to recover this excess by reduction of other funding still to be paid).
- 5.2.12. The recipient must use all reasonable endeavours to secure income and/or additional funding for the project. The GLA has discretion to reduce further payments by an amount equivalent to that additional funding.

TIS – programme management & monitoring

- 5.2.13. As with other programmes, the GLA will hold regular TIS review meetings with grant recipients (usually quarterly).
- 5.2.14. GLA written permission is required for any changes to milestones or project outputs.
- 5.2.15. Grant recipients must establish suitable monitoring systems to ensure that cost funded by the GLA can be clearly identified and subsequently audited. They must inform the GLA immediately of any suspected financial irregularity.

5.3. Extensions & de-conversions of existing affordable housing

Introduction

- 5.3.1. Grant funding for extensions and de-conversions scheme was introduced as part of the Mayor's Housing Covenant Building the pipeline programme. Severe overcrowding in existing affordable housing is a challenge facing London's housing providers and tenants. The purpose of this programme is therefore to extend existing properties to provide extra bed-spaces or to de-convert properties previously divided up into smaller flats.

Contracts

- 5.3.2. Providers' contracts specify the minimum number of additional bedrooms to be created, delivery profile and the GLA funding. Providers are required to seek prior agreement from the GLA to any changes to project objectives set in their contract.
- 5.3.3. The contract includes a project monitoring form that the partners are required to complete and submit on production of an invoice (or quarterly where no invoice is submitted).
- 5.3.4. A final project report, also included in the contract, needs to be submitted within 3 months of the completion of the programme or by the 30th June 2016 (whichever is sooner).

Processing

- 5.3.5. This programme is managed via the GLA's SAP system, not GLA IMS. Providers should contact their GLA area manager in order to claim completions. The GLA will normally arrange a payment within 30 days of receipt of a valid invoice.

Extensions & deconversions – grant recovery

- 5.3.6. The funding is subject to recovery in a case of breach of conditions stated in the project contract.

5.4 Lease and Repair Properties

Overview

Purpose

- 5.4.1 This chapter sets out the GLA's requirements and procedures which must be followed by IPs when providing Empty Homes Lease and Repair (EHLR) Affordable Rent units under the MHC Building the Pipeline programme.

Context

- 5.4.2 Empty Homes Lease and Repair homes form part of the GLA's Mayor's Housing Covenant Building the Pipeline programme within the Building the Pipeline contract.
- 5.4.3 Unless otherwise stated the policies, requirements and procedures of the Building the Pipeline Programme should be applied to Empty Homes Lease and Repair schemes. This section should therefore be read within the context of the GLA's Building the Pipeline Contract.

Main Features of the Programme

- 5.4.4 Empty Homes Lease and Repair funding has been set aside to tackle long-term empty properties which would otherwise not come back into use without intervention. Empty Homes funding is only available to bring back into use properties that have been unoccupied for at least a month. Properties brought back into use must be used to provide affordable housing.
- 5.4.5 Providers are not allowed to use amounts from the Recycled Capital Grant and/or Disposal Proceeds Fund to fund the Empty Homes Lease and Repair schemes.
- 5.4.6 There are specific EHLR property eligibility requirements (see section **Property Eligibility**). In particular grant for EHLR is not available for existing social housing.
- 5.4.7 EHLR eligible properties brought back into use require the IP to take a legal interest in the property, and thus become the landlord, where the IP leases the property for a defined period from the property owner and at the end of that period the property reverts to the long-term owner. The minimum lease period must be 5 years.
- 5.4.8 Grant will be repayable in certain circumstances, for further information refer to section **Grant Recovery**.
- 5.4.9 Lease and repair Empty Homes Affordable Rent accommodation is excluded from the Right to Acquire although an Empty Homes tenancy might count towards a Right To Acquire applicant's residency requirements.

Design and Standards

- 5.4.10 Where EHLR properties are brought back into use on a long lease (15 years or more), providers should meet the GLA's Design standards.
- 5.4.11 Properties leased for less than 15 years should be refurbished to the Decent Homes standard as a minimum. Where it is proposed that properties will have a longer than average lease length (more than 10

years), providers are encouraged to exceed the Decent Homes standard wherever possible.

Secure Legal Interest

5.4.12 For the EHLR schemes means the Grant Recipient has in respect of the Site:

- a leasehold title (where the lease has less than 60 years unexpired duration) registered with title absolute or registered with good leasehold title and in the latter case defective title indemnity insurance in favour of the Grant Recipient with a limit of indemnity to at least the Firm Scheme Grant for that Site; or
- a lease of five years or more unexpired duration;

Firm Scheme

5.4.13 The Grant Recipient is deemed to represent and warrant to the Authority that: none of the property, buildings or dwelling-houses comprised in the New Scheme has previously been used as Social/ Affordable Housing; nor stood occupied for residential purposes during the immediately preceding four weeks.

Property Eligibility

General

5.4.14 Properties are eligible for grant funding for EHLR purposes where all of the following are met:

- They are not existing social housing owned by the IP or by another IP;
- They are available for use by IPs on a lease for a period of at least 5 years and up to 30 years or in perpetuity as the result of a purchase;
- They are not Local Authority housing properties.

5.4.15 Aside from those listed above, there is no restriction on the current ownership of properties to be brought back into the programme. These may include, for example:

- Public bodies e.g. health authorities, Ministry of Defence, government departments etc;
- Unregistered landlords and co-operatives which are not subsidiaries of IPs; and
- Private individual(s) or companies.

5.4.16 While existing social housing is not eligible other property owned by local authorities and/or IPs is eligible as set out below:

- Former Right to Buy properties that do not currently meet the definition of social housing and are in private ownership; and
- Non-residential properties owned by IPs or local authorities that have had no public subsidy in the past e.g. commercial, agricultural buildings or community facilities such as community halls.

- 5.4.17 Other than those listed above there are no restrictions on the type of properties funded under the programme save that they are brought back into use as affordable housing. Examples of empty properties could include:
- Homes over shops in town centres.
 - Those awaiting redevelopment or sale.
 - Long term privately owned properties.
 - Non-residential properties that have been empty for a period of at least one month, for example commercial, agriculture or community facilities properties.
 - Where appropriate (and where the other criteria in this chapter are met) properties subject to Compulsory Purchase Orders (CPOs) and Empty Dwelling Management Orders (EDMOs).
 - Any other residential property which has been empty for at least one month, excluding existing social housing.
- 5.4.18 For further information on properties subject to CPOs and EDMOs please see the section immediately below.

Properties subject to Compulsory Purchase Orders (CPOs) and Empty Dwelling Management Orders (EDMOs)

- 5.4.19 It is not anticipated that CPOs and EDMOs will be a widely used route to acquiring empty properties, but that they will be the exception rather than the rule. Funding will not be available in respect of costs for CPOs and EDMOs.
- 5.4.20 **Properties subject to CPOs**
Where IPs are leasing properties subject to a CPO, they will need to satisfy themselves of the following:
- That there is sufficient time remaining before demolition/refurbishment for the proposed lease to be granted, i.e. at least 5 years;
 - That the property represents value for money particularly where a property requires improvements to bring it up to standard, especially if due for demolition; and
 - That the properties are suitable for letting and meet the required standard determined by the lease length. This would include giving consideration to issues such as the quality of life the dwelling would offer, for example if extensive works are being carried out nearby or the property is in a desolate location.
- 5.4.21 **Properties subject to EDMOs**
Where IPs are considering properties subject to an EDMO, they will need to satisfy themselves of the following:
- That the owner has agreed to make the property available to the IP for the duration of the lease, (which must be at least five years);
 - By seeking legal advice as necessary, that all the obligations of the EDMO have been met by both the owner and the local authority; and
 - That they have sought appropriate legal advice on the legitimacy of any agreement they enter into.

Management Arrangements

- 5.4.22 IPs may either manage EHLR properties themselves or enter into a Management Agreement with a managing agency who has relevant management expertise. In the latter case the IP must be satisfied that:
- The managing agency is a viable organisation;
 - The aims of the managing agency are compatible with its own; and
 - The capacity, experience and resources of the managing agency are commensurate with the responsibilities it will hold.
- 5.4.23 If entering into a Management Agreement the document should set out the terms under which the managing agency will undertake to manage the property/scheme on behalf of IPs. The terms must allow IPs to:
- Retain overall responsibility for the financial control of the scheme;
 - Monitor the condition and occupancy of the properties; and
 - Let rented units on a written tenancy agreement between the IP and the occupant.

Programme Management

General

- 5.4.24 Empty Homes Lease and Repair units funded through the MHC Building the Pipeline programme will be subject to the GLA's standard programme management requirements.
- 5.4.25 IPs will have submitted their bids for EHLR through IMS within the MHC Building the Pipeline programme and subsequently received confirmation of grant allocation following assessment.
- 5.4.26 As per the main MHC Building the Pipeline Programme, IPs receiving allocations for EHLR will be required to attend review meetings with the GLA Contract Managers in order to track scheme progress against agreed targets and milestones.
- 5.4.27 As part of this process IPs will be obliged to submit a quarterly officer's certificate (which they would need to submit 10 working days before the appointed review meeting via IMS) to confirm that they are on track to deliver.

MHC Building the Pipeline Contract

- 5.4.28 Approved EHLR schemes will be subject to the requirements set out in the main MHC Building the Pipeline contract and further requirements set out in the GLA's Capital Funding Guide.

Milestones

- 5.4.29 The progress of EHLR schemes will be monitored against the following milestones.
- Planning consent (optional)
 - Acquisition – this is the date when secure legal interest in the property was taken
 - Start on Site
 - Practical completion

Payment of Grant

- 5.4.30 Grant payment for EHLR schemes will be based on 50% start on site tranche to cover starts on site achieved under the programme and the remaining 50% tranche paid at practical completion.

Tenancy Conditions

General

- 5.4.31 The Tenancy Conditions of the main MHC Building the Pipeline Programme apply to EHLR Affordable Rent and providers should consider the length of time the property is available when making decisions on tenancies and prospective tenants.

Ending a tenancy (Lease & Repair)

- 5.4.32 Funding for EHLR is provided to utilise properties with a 'life' of less than 30 years. At the end of the 'life', IPs will be required to offer timely and reasonable advice and assistance to the existing tenants to help them find suitable alternative accommodation in line with requirements of Affordable Rent.
- 5.4.33 Acknowledging the time limited availability of lease and repair properties, IPs' strategies must incorporate rental terms that sit within the overall lease length on the property.

Grant Recovery

General

- 5.4.34 For lease and repair schemes, the GLA will expect to recover grant in respect of any unexpired term, regardless of whether the lease is terminated by the owner or the IP, and whether or not IPs have been similarly reimbursed by the property owner.
- 5.4.35 IPs must notify the GLA immediately should they become aware that the lease in respect of EHLR Affordable Rent scheme is to terminate ahead of the originally agreed term, or fail to correspond with the period for which grant was allocated.
- 5.4.36 An event that prevents the property from being used for the purposes and period originally intended, or a disposal to another organisation (including through the granting of a sublease) will result in grant recovery.

Premature Termination of Lease

- 5.4.37 Where five complete years of life are not achieved from the date of the lease, grant is repayable in full.
- 5.4.38 If more than five years life has been achieved, the amount of grant repayable will be reduced pro-rata for the proportion of the life, in completed months, which has been achieved.

5.4.39 For a worked example, please see below:

An RP claims £12K grant for an Empty Homes scheme delivering one new affordable home from an empty property. The lease is due to run from 01 April 2013 to 31 March 2023.

a	Grant originally claimed	£12,000
b	Term of lease in months	120 months
c = (a divided by b)	Amount of grant paid for each month of lease	£100
	On 12 March 2019, the lease is prematurely terminated.	
d	Number of complete months lease held	71 (April 2013 to February 2019)
e = (c x d)	Amount of grant used for the purpose for which it was paid	£7,100
f = (a – e)	Amount of recoverable grant	£4,900

5.4.40 Where the IP's lease is terminated or otherwise comes to an end prior to the date set out in Firm Scheme Details for lease expiry, grant will be recovered regardless of whether the freeholder compensates the IP for the early termination of the lease.

5.4.41 IPs must ensure that appropriate arrangements have been put in place to cover the eventuality of the lease failing to run for the full term and oblige the property owner to reimburse them sufficiently to enable them to repay grant to the GLA as calculated in paragraph 5.4.39 above. The amount of grant repayable will not be reduced even if IPs are unable to obtain sufficient compensation from the owner.

Reporting and Audit

5.4.42 Grant funded Affordable Rent accommodation will be subject to the GLA's audit of schemes.