

# HIGH ROAD WEST

## Love Lane Leaseholder Offer

Final Policy

May 2021

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# Section 1- Introduction

## What is this policy?

This policy sets out the Council's commitments to leaseholders on the Love Lane Estate who are affected by the High Road West scheme. It includes re-housing options for resident leaseholders and guarantees on the payment of compensation for both resident and non-resident leaseholders.

High Road West is a once in a lifetime opportunity and will bring wide reaching improvements to the local area, delivering what the community have told us are their priorities.

Priorities such as providing much needed new high-quality homes including council homes, new jobs, new and improved community facilities, employment space, as well as enhanced green and open spaces.

The scheme will also see £10 million of social and economic investment into the local community, and provide opportunities for residents to benefit from education, employment, and training.

If you have questions on the information provided in this document, please contact your Community Engagement Officer Lauren Schneider by email: [lauren.schnieder@haringey.gov.uk](mailto:lauren.schnieder@haringey.gov.uk) or phone: 07816 151961. The High Road West Team will be able to talk you through its contents.

Alternatively if you prefer you can contact the Love Lane Independent Tenant and Leaseholder Advisor, 'Microfish' (led by Damian Tissier) at [damiantissier@gmail.com](mailto:damiantissier@gmail.com).

## How has the policy been developed?

The policy has been developed through engagement and consultation with leaseholders over several years. It seeks to address leaseholders' concerns such as affordability and to ensure that resident leaseholders can stay within their community and benefit from the scheme.

It builds on the High Road West Leaseholder Guide, which was subject to public consultation and agreed by Cabinet in 2014. The Council commitments to leaseholders which are set out in section one of the Leaseholder Guide still stand.

The borough-wide revised Estate Renewal Rehousing and Payments Policy 2017 (ERRPP), which has also been subject to public consultation and agreed by Cabinet is also relevant to this policy. The ERRPP sets out the Council's general commitments to residents living on estates that are affected by estate renewal schemes.

## What are the Council's commitments to leaseholders?

The Council's commitments to leaseholders include the following:

### All resident leaseholders have a guaranteed Right to Return

This means that if you are a resident leaseholder, you will be able to either remain on the estate until your new home is ready, or move away and return when your new home is built.

### All resident leaseholders who wish to move away will be supported to do so

This means that if you are a resident leaseholder, you will be offered practical support to find a new home on the open market. Qualifying resident leaseholders will also have the option to seek financial support to acquire a new home within the borough with an equity loan.

### No resident and non-resident leaseholder will be financially worse off as a result of the estate renewal

This means leaseholders will receive the market value of their property, compensation for the loss of their property and a payment to cover relevant costs. It is understood that certain housing costs can change over time and are out of the control of the Council, but the commitment that no leaseholder will be financially worse off as a result of the renewal scheme is met by the provision of Home Loss or Basic Loss and Disturbance payments to cover the costs of moving, as well as the commitment to ensuring there is always an offer available that is affordable, enabling them to stay within the original area.

The Council also maintain the other commitments of the Leaseholder Guide, including openness, transparency and fairness in the delivery of High Road West and working with residents closely throughout the process.

You will always be able to speak with a dedicated officer and/or through the Independent Tenant and Leaseholder Advisor if you have any issues or questions.

### What is the definition of a resident leaseholder?

There are two definitions applicable to different parts of this offer.

For the purposes of Rehousing (section 2 of this offer) a resident leaseholder is:

*A leaseholder who lives in their property continuously from 16<sup>th</sup> December 2014, when the High Road West masterplan was agreed, up until the date they need to move out for their property to be demolished.*

For the purposes of Payments (section 4 of this offer) a resident leaseholder is:

*A leaseholder who has lived in their property continuously for a period of one year ending on the date they need to move out for their property to be demolished.*

## Section 2: Rehousing for Resident Leaseholders

### Summary information

#### What rehousing support will I have?

The Council is committed to working with each resident leaseholder to ensure you are successfully rehoused. Your dedicated Rehousing Officer will be able to help you every step of the way. You will also be able to access advice from the Love Lane Estate Independent Tenant and Leaseholder Advisor and from an independent financial advisor.

#### What are the rehousing options for resident leaseholders on the Love Lane Estate?

The rehousing options that are available to resident leaseholders on the Love Lane Estate are:

##### **1. Buy a new home in the High Road West area with an enhanced equity loan from the Council**

This option means that you will buy and own a new leasehold home in the High Road West scheme. Your contribution towards the new property would include the value of your current home and your Home Loss Payment. The remaining difference in price would be made up by an equity loan from the council, which you would not have to pay any rent or interest on. The terms for this rehousing option are detailed on pages [8-9].

You also have an option to acquire a new shared ownership home. In a shared ownership home, you will own a share of the home and pay rent on the portion of the property retained by the Council or another provider. Whilst this option is available to Love Lane resident leaseholders, the more affordable enhanced equity loan option within this policy should mean that the shared ownership option is not required.

##### **2. Buy a home elsewhere in Haringey with financial support from the Council**

This option allows you to buy and own any property being sold in Haringey on the open market up to 1.83 times the value of your current property. Your contribution towards the new property would include the value of your current home and your Home Loss Payment. The remaining difference in price would be

made up by an equity loan from the council, up to 40% of the value of the new property, which you would not have to pay any rent or interest on. The terms for this rehousing option are detailed on pages [10-11].

This offer is aimed at assisting resident leaseholders to remain in the area and so it is expected that properties bought would be within the borough. However, resident leaseholders can approach the Discretion Panel if they wish to purchase properties outside the borough.

There may be opportunities for intermediate homes to be offered to leaseholders arising as part of new schemes across the borough, in line with the equity loan terms set out in this section.

### **3. Buy a home without financial support from the Council**

This option means that you will buy a home without any financial support from the Council. The terms for this rehousing option are detailed on page [12].

### **4. Request a leasehold swap**

Subject to availability, this option means that you will buy and own the leasehold of a Haringey Council-owned property of equivalent value. The terms for this rehousing option are detailed on page [13].

### **5. Exceptional circumstances**

In exceptional circumstances where a residential leaseholder wishes to remain in the scheme area but cannot afford to qualify for an equity loan, the Council will review each case on its merits to provide the most suitable housing offer they can afford. This is described in more detail on page [14].

## **Can I get independent financial advice?**

Yes; the Council will provide with you with a list of suggested independent financial advisors (FCA registered), or you can choose others if you wish. Reasonable costs associated with the independent financial advice will be reimbursed by the Council.

The independent financial advisor can advise you on how much you can afford to contribute towards a new home, including the mortgage you can afford. They will also be able to provide help in accessing mortgages.

# Resident leaseholders' re-housing options explained

## 1. Buying a new home in the High Road West area with an enhanced equity loan from the Council

### What are the terms?

If you would like to buy a new home in the High Road West area but you cannot afford to do so outright, the Council will help you by offering an equity loan. The equity loan terms for this option are as follows:

- The Council will contribute money to help you buy your new home.
- You must make a minimum contribution towards your new home. This should be the same amount you received for the market value of your home on the Love Lane Estate plus your Home Loss Payment.
- If you are unable to invest the whole value of your current home (e.g. because of difficulties re-mortgaging), the maximum amount you can reasonably contribute towards the new home will be determined through a financial assessment, but should not be below 25% of the value of the new home. Your independent financial advisor will be able to help you work with the Council to complete this financial assessment.
- **You will NOT have to pay any rent or interest on the equity owned by the Council.**
- You will be the sole legal owner of the property. The Council's equity share will be secured as a charge on the property along with any mortgage you may have taken out.
- You will be responsible for repairs, service charges and all other costs associated with the property and will be able to sublet, subject to the usual requirements to notify the freeholder and any lease terms.
- The equity loan only needs to be repaid when the home is sold or transferred to another owner (excluding the circumstances set out in the 'Will I be able to pass on the equity loan' section below). For example, if the Council has contributed 10% of the price paid for the new home when you acquired it, then you will need to pay the Council 10% of the value of the property when the property is sold or transferred.
- You can choose to pay off a portion (a minimum of 10% at any one time) or all of the Council's equity at any point in time. To do this a valuation must be



undertaken (each party covering their own valuation costs) and any administrative costs met by you.

### **What if I cannot afford 25% of the new property?**

If you have exceptional circumstances, for example the maximum amount you could reasonably contribute towards the new home is less than 25% of the value of the new property, then your individual circumstances will be considered in the light of the independent financial assessment, to find the most appropriate way of enabling you to stay in the area without adversely affecting your financial situation.

### **Will I be able to pass on the equity loan?**

In the event of your death, you will be able to pass on the equity loan to your spouse, civil partner or a person living with you as your partner, as long as your partner resided at the home with you at the time of your death and as long as they can afford to retain the same level of equity in the property as you did. The equity loan will not be able to be passed on to anyone other than a partner and must be repaid in full when the property is transferred to another owner.

We understand that there may be some cases where you have an adult child or another family member living with you in the property. This individual will have 12 months to decide whether to:

- (i) sell the property and use the proceeds to find alternative accommodation or
- (ii) pay off the equity loan (e.g. by obtaining a mortgage for that amount) and remain living in the property as a leaseholder.

### **Ownership and responsibilities**

New homes in High Road West will be available as leasehold properties. Similar to Right to Buy, this means that there is a lease for a fixed period of time. You are responsible for repairs, service charges and all other costs associated with the new property.

## 2. Buy a home elsewhere in Haringey with financial support from the Council

### What are the terms?

If you would like to buy a new home elsewhere in the borough but you cannot afford to do so outright, the Council will help you by offering an equity loan. The equity loan terms for this option are as follows:

- The Council will contribute money to help you buy your new home.
- The property must be on the open market in Haringey, and no more than 1.83 times the value of your current property.
- You must make a minimum contribution towards your new home. This should be the same amount you received for the market value of your home on the Love Lane Estate plus your Home Loss Payment, and not be below 60% of the value of the new home.
- **You will NOT have to pay any rent or interest on the equity owned by the Council.**
- You will be the sole legal owner of the property. The Council's equity share will be secured as a charge on the property along with any mortgage you may have taken out.
- You will be responsible for repairs, service charges and all other costs associated with the property and will be able to sublet, subject to the usual requirements to notify the freeholder and any lease terms.
- The equity loan only needs to be repaid when the home is sold or transferred to another owner (excluding the circumstances set out in the 'Will I be able to pass on the equity loan' section below). For example, if the Council has contributed 10% of the price paid for the new home when you acquired it, then you will need to pay the Council 10% of the value of the property when the property is sold or transferred.
- You can choose to pay a portion (a minimum of 10% at any one time) or all of the Council's equity at any point in time. To do this a valuation must be undertaken (each party covering their own valuation costs) and any administrative costs met by you.
- There may be opportunities for intermediate homes to be offered to leaseholders arising as part of new schemes across the borough, in line with the equity loan terms set out in this section. For instance, these have been provided at the 500 White Hart Lane development. Residents will be made aware of these if they arise.

- This offer is open to all resident leaseholders for properties inside the borough and may be extended to properties outside of Haringey following an application to the Estate Renewal Rehousing and Payments Discretion Panel.

### Will I be able to pass on the equity?

In the event of your death, you will be able to pass on the equity loan to your spouse, civil partner or a person living with you as your partner, as long as your partner resided at the home with you at the time of your death and as long as they can afford to retain the same level of equity in the property as you did. The equity loan will not be able to be passed on to anyone other than a partner and must be repaid in full when the property is transferred to another owner.

We understand that there may be some cases where you have an adult child or another family member living with you in the property. This individual will have 12 months to decide whether to:

- (i) sell the property and use the proceeds to find alternative accommodation or
- (ii) pay off the equity loan (e.g. by obtaining a mortgage for that amount) and remain living in the property as a leaseholder.

### 3. Buy a home without financial support from the Council

You may wish to use the money from the sale of your property on the Love Lane Estate, plus other funds, to buy a new property on the open market either within the High Road West scheme or elsewhere without Council assistance.

If you choose this option, the Council can provide practical help in finding a new home. The level of help to be provided will be assessed on a case by case basis, in accordance with individual needs, and may include (but is neither guaranteed to include nor restricted to) the provision of:

- Information on how to purchase a property on the open market such as finding solicitors etc.
- Information on any other leasehold properties the Council knows are for sale
- Advice on intermediate housing options in Haringey

Additional support may be provided where the Council assesses that you would have difficulty purchasing a new home on the open market – for example, if you have support needs. This support may include practical assistance and help in arranging a new mortgage, arranging surveys and advice on the legal steps needed to complete a purchase. Any offer of additional support and the level of support given will be at the Council's discretion.

## 4. Request a leasehold swap

### What are the terms?

In exceptional circumstances, the preceding offers may not be suitable for all leaseholders. Resident leaseholders may therefore approach the Estate Renewal Rehousing and Payments Discretion Panel and request a leasehold swap to exchange your property for an existing Council property elsewhere in the borough.

Where a leasehold swap is approved, the Council will try to facilitate this. However, the Council has a very small number of properties available of the appropriate size, value and location. It should be noted therefore that the choice will be very limited and dependent on what properties are available at the time of request.

The leasehold swap terms are:

- The property you wish to move to must be of equivalent value, allowing for reasonable variation between the valuations of the two properties.
- Subject to very limited availability, you will be able to acquire another Council property of the same number of bedrooms or smaller than the existing property.
- You will not be required to contribute your Home Loss payment to facilitate the transaction, nor can this be used to acquire a higher value property.

### How will the leasehold swap process work?

To access the leasehold swap, you will need to complete a leasehold swap needs assessment form with your Rehousing Officer and submit this to the Estate Renewal Rehousing and Payments Discretion Panel for approval. This form will allow you to state your preferences, including:

- Preferred postcode within the borough
- No. of bedrooms (same size or smaller than existing property)

The Rehousing Officer will then be able to advise on how many properties are likely to become available subject to these preferences. If your request is approved and a suitable property becomes available, your Rehousing Officer will contact you with available times to view the property. Once you have viewed the property, you can then decide if you wish to proceed with the swap.

If more than one leaseholder is interested in the property, then the first to state their desire to proceed with the swap following the viewing period will generally be given priority, similar to the home-buying process. However, if applicable, the Council may

choose to prioritise residents who are less equipped to find and purchase a property on their own (e.g. those who are elderly or disabled).

## 5. Exceptional circumstances

### **What if I can't raise enough funds to acquire a home?**

If you are unable to raise sufficient funds to qualify for an equity loan the Estate Renewal Rehousing and Payments Discretion Panel will review the options available to you and identify the most suitable offer that you can afford. This may include alternative financing, a smaller property or a rental offer.

## Section 3: Valuation process- Resident and Non-Resident leaseholders

You will be entitled to receive the full market value of your property. The Council will enter into negotiations with you to seek a mutually agreeable value for your home. During the process of negotiation, officers and the Independent Tenant and Leaseholder Advisor (ITLA) can explain your compensation entitlements and the Council's procedures for purchasing your property. If you are a resident leaseholder your rehousing options and available support will also be discussed with you.

The Council aims to provide you with support and time to consider your options and will advise you of any dates by which you need to decide if you want to sell your property by agreement. All offers relating to buying your property will be set out in writing for you to accept or reject, following a suitable period and process of negotiation of the valuation.

### Who will value a leaseholder's property?

The Council will appoint a qualified valuer to act on its behalf to undertake a valuation of the property to determine its market value. All leaseholders can appoint a qualified valuer to act on their behalf. Reasonable costs associated with this will be reimbursed by the Council.

Valuations will take into account any improvement works undertaken before the valuation date. They are undertaken on the basis of open market valuations which are based on the 'existing use' of the area and do not take into account any increase or decrease attributable to the estate renewal or the fact that the purchase may be acquired under future compulsory conditions.

### What happens if there is no agreement on the valuation?

If the Council's valuer and your valuer cannot reach agreement, then the parties can appoint a single joint expert (a third valuer) to help resolve the dispute.

The single joint expert will be a RICS qualified valuer with appropriate experience in compulsory purchase valuation cases. Both parties will need to agree on the choice of the expert, who will be jointly appointed. The process is voluntary, confidential and non-binding, and has been demonstrated to work successfully between parties in reaching agreement. The Council will cover the costs of the single joint expert and also the reasonable costs for you to be professionally represented through this process.

Should you not accept the single joint expert's valuation, then you have the right to appeal to the Upper Tribunal (Lands Chamber), as set out on pages [20-21].

## Section 4: Payments - Resident and Non-Resident Leaseholders

The amount of compensation you will receive will depend on whether you are a resident or a non-resident leaseholder. The following sections summarises the compensation available.

### Resident Leaseholders

#### What compensation are resident leaseholders entitled to?

If you are a resident leaseholder you will be able to claim for the following:

- The market value of your property
- Home Loss Payment
- Disturbance Payments - to cover the reasonable costs of moving
- Decent Homes works compensation (where applicable)

#### What is a Home Loss Payment?

You are entitled to receive a Home Loss Payment to compensate you for the loss of your home. This figure is set by the government and is currently assessed at 10% of the market value of the property, with a minimum of £6,400 and a maximum payment of £64,000 as of January 2020.

If you do not qualify for a statutory Home Loss payment, for example, because the property has not been your only or main residence for a year prior to the date your property needs to be demolished the Council may, in exceptional circumstances, make a discretionary Home Loss payment not exceeding the statutory amount.

#### What are Disturbance Payments?

Disturbance Payments are made to compensate you financially for expenses associated with the need to move. Disturbance Payments will be made under the Land Compensation Act 1973.

The list below, sets out examples of items which will be covered by the Disturbance Payment and are considered reasonable under that Act:

- Removal costs from the current home to the new home, which will be paid directly to the Council's approved removal firm or to your removal firm where you obtain two estimates which have been approved by the Council prior to the move. For vulnerable residents, this might include additional support, such as furniture packing and unpacking.
- Redirection of mail for each authorised surname living at the address.



- Telephone and internet disconnection and reconnection, including additional lines.
- Disconnection of any television aerials or satellite dishes connected either to an existing television or that allows the proper operation of television equipment. Reconnection will only apply with the express approval of the landlord at the new address.
- New homes may have television aerials and systems installed as part of the specification.
- Washing machine, cooker, dishwasher and plumbed fridge disconnection and reconnections to be carried out by the removal firm's operatives (who must be suitably qualified to the appropriate trade standards).
- In some cases, payments may also be made for replacing white goods or furnishings owned by the tenant where the existing white goods/furnishing do not fit into the new property.
- Carpets and curtains.
- Special locks and alarm refitting if these are currently fitted at the old property. They must be dismantled and refitted by a qualified locksmith or recognised alarm company and all locks and alarms must meet the relevant British standard for security. Front door and window grilles would not be covered.
- Dismantling and re-fitting of fitted resident owned furniture (such as kitchen units and wardrobes).
- Any extra costs of new school uniform if moved to a different area, which necessitates a change of school (supported by letters from the respective schools).
- Reimbursements for wage or salary loss on the day of the removal, provided loss of earnings is certified by the employer, for up to two members of the household.
- Reasonable costs you occur, if approved in writing by the Council prior to the cost being incurred, for example travel to viewings, replacement of sheds, additional childcare paid for pre-school children on the day of the move and outside furniture which cannot be dismantled, etc. Redecoration may also be payable in particular circumstances and that this will be considered on a case by case basis. In the unlikely event that a leaseholder needs to move off the Love Lane Estate before moving to their new home in High Road West, the Disturbance Payments may need to be paid twice.

### **Additional payments available to resident leaseholders**

As a resident leaseholder you can also claim for additional Disturbance Payments on top of those set out above. These are any costs associated with selling your current property and purchasing a new one. The new home can be outside the High Road West area, but must be within the UK and the property must be purchased, and the claim made, within one year of the Council purchasing your property on the Love Lane Estate, to be eligible for this payment.

The payment of these additional costs is dependent on the rehousing option you choose and can include:

- Early mortgage redemption fees at the existing property
- Conveyancing costs
- Mortgage and lender fees arising from the purchase of a replacement property
- Stamp duty land tax arising from the purchase of a replacement property
- Solicitor/legal fees arising from the purchase of a replacement property
- In some cases, payment for replacing white goods or furnishings owned by the leaseholder where the existing white goods/furnishing do not fit into the new property
- Removal and reinstatement of disabled adaptations as agreed by Haringey Council's Occupational Therapist

If you are not moving into one of the new homes in the High Road West area, Disturbance Payments will need to be claimed within one year of the property being acquired unless there are exceptional circumstances.

### How will payments be made to me?

All payments will be made directly to you. Claims for Home Loss payments can be made up to six years after you have moved and will be paid by the Council within three months of receiving the claim.

Any arrears will normally be offset against any Home Loss payment. This includes service charge or major works arrears. Deductions may also be made for any Council Tax arrears.

The property value, Home Loss and Decent Homes works compensation are paid on completion of the sale. Disturbance payments may come later. An earlier advance payment of at least part of the total payment may be considered in exceptional cases of financial hardship.

For Disturbance Payments, you will be offered two payment options:

- A Claim Option where you submit a Disturbance Payment claim form for any legitimate expenses with receipts or proof of expenses
- A Fixed Payment Option where you receive a fixed sum payment instead of claiming for each expense. Payments are based on property size and are currently set at:

1 bedroom	2 bedrooms	3 bedrooms	4 bedrooms
£1,650	£2,000	£2,400	£2,780

Disturbance payments will only be made in respect of one replacement property so in cases where joint leaseholders are not purchasing another property together, they will need to decide who will claim.

## What if I need payments made in advance?

Emergency payments may be made available to those who will need this payment to secure a new home. If you are moving into one of the replacement homes within the High Road West area, Disturbance Payments may include expenses associated with moving twice if this involves first living in temporary housing. This will not apply if you have rejected an offer of a new home and have chosen to fund your own temporary housing because you want to return to a particular block or location. In these circumstances, the Council will only fund costs relating to one move.

## Non- Resident Leaseholders

### What payments are non-resident leaseholders entitled to?

If you are a non-resident leaseholder you will be able to claim for the following:

- The market value of your home
- A 7.5 % Basic Loss Payment
- Compensation for any reasonable costs incurred as a result of purchasing a new property in the UK, e.g. conveyancing costs
- Decent Homes works compensation (where applicable)

### What is a Basic Loss Payment?

You are entitled to receive a basic loss payment of 7.5% of the agreed value of the property (up to a maximum of £75,000 as of January 2020).

You are not entitled to any disturbance payments.

### Additional payments available to non-resident leaseholders

Leaseholders are entitled to claim costs associated with selling their current property and purchasing a new one. The Council will reimburse leaseholders for reasonable legal costs incurred, up to the amount that would be payable if the purchase price of the new property was equivalent to the market value of the existing property.

The new home can be outside the High Road West area, but must be within the UK and the property must be purchased, and the claim made, within one year of the Council purchasing your property on the Love Lane Estate, to be eligible for this payment.

Payment of these additional costs is dependent on the option taken by each individual leaseholder and freeholder in relation to rehousing, and can include:

- Early mortgage redemption fees at the existing property
- Conveyancing costs

- Mortgage and lender fees arising from the purchase of a replacement property
- Stamp duty land tax arising from the purchase of a replacement property
- Solicitor/legal fees arising from the purchase of a replacement property

### How will payments be made to me?

All payments will be made directly to you. Claims for Basic Loss payments can be made up to six years after you have moved and will be paid within three months of receiving the claim.

Any arrears will normally be offset against any Basic Loss payment. This includes service charge or major works arrears. Deductions may also be made for any Council Tax arrears.

The property value, Basic Loss and Decent Homes works compensation are paid on completion. Other costs, such as reasonable costs for purchasing a new property, may come later.

## Resident and Non- Resident Leaseholders

### The Leaseholder Guide mentioned Decent Homes Work reimbursements - is this still available?

Yes. Love Lane Estate leaseholders will be able to claim for compensation for Decent Homes work which was carried out before the Council's Cabinet agreed the High Road West masterplan in December 2014 and is not captured in the valuation of the property. The compensation will be calculated on a sliding scale, for example if you paid £18,000 for new windows which were due to last 30 years, but you only had the enjoyment of the windows for 10 years they will be compensated for the 20 year loss, i.e. £12,000 compensation would be due.

### What if I do not agree with the level of payments made to me?

The Council would like to ensure that all payments are agreed in advance by both parties and would be happy to discuss any issues arising. However, there may be occasions when you'd like to access the complaints procedure.

The Council has a two-stage complaints process, which can be used in relation to appeals against the application of this offer. For more information visit:

[www.haringey.gov.uk/contact/council-feedback/complaints-about-council](http://www.haringey.gov.uk/contact/council-feedback/complaints-about-council)

Where the appeal is regarding the valuation of the property, leaseholders are encouraged to discuss this with the Council and if necessary, implement the single joint expert process. All leaseholders have the statutory right to refer the matter to the Upper Tribunal (Lands Chamber) to determine the appropriate level of

compensation. Further advice on this can be provided by the Love Lane Estate Independent Tenant and Leaseholder Advisor.

Information on the Lands Chamber of the Upper Tribunal can be found at:

<https://www.gov.uk/courts-tribunals/upper-tribunal-lands-chamber>

## Section 5: Further information

### Ensuring leaseholders are not financially worse off

The Council is committed to ensuring, so far as possible, that no resident should be financially worse off as a result of the High Road West scheme. But this does not necessarily mean that every leaseholder will pay exactly the same housing costs after the move as they did before the move.

For resident leaseholders, it is noted that lending rates and criteria are subject to change over time, and are beyond the control of the Council, so the cost of the same value mortgage may differ between properties. This means that housing costs will change for some leaseholders, particularly if they move to larger or smaller homes. The commitment that no resident leaseholder will be financially worse off as a result of the High Road West Scheme is met by the provision of Home Loss and Disturbance payments and the commitment to ensuring there is always an offer available that is affordable to them, enabling them to stay within the original area. This offer may be open market purchase, with an equity loan either within or outside the estate renewal scheme (but within Haringey).

For resident leaseholders, other costs, such as utilities, insurance, service charges, Council Tax and mortgage rates will also change – some falling, some rising. The Council will work hard with the High Road West development partner, Lendlease, to keep service charges in particular as low as possible. But any changes in these charges, which are outside the control of the Council, are not considered to be covered by the commitment that no tenant or leaseholder will be financially worse off as a result of the renewal scheme.

For non-resident leaseholders, the commitment that no leaseholder or freeholder will be financially worse off as a result of the renewal scheme is met by the statutory provisions. This offer does not seek to resolve leaseholder issues which are not caused by the scheme itself, such as existing financial problems or costs that are beyond the Council's control.

### The Estate Renewal Rehousing and Payments Discretion Panel

In individual cases the Council may need to apply discretion where the application of this policy would lead to an inequitable or unfair outcome for an individual resident, or to an outcome which is not in keeping with the principles of this policy.

Any such decision on the use of discretion will be made by the Estate Renewal Rehousing and Payments Discretion Panel, and will be at the request of the resident affected. The Panel will have authority to apply or amend the application of this policy in individual cases where the specific circumstances would lead to outcomes which are not in keeping with these principles. It will not however have power to amend the policy generally.

### Updating the offer

Haringey Council reserves the right to amend the offer in any way in the future as a result of any changes in legislation, circumstances or otherwise.

An Equalities Impact Assessment (EqIA) has been produced for the Love Lane Leaseholder Offer and is appended to the Cabinet decision of July 2021. Hard copies are available on request.