KENT EMPTY PROPERTY INITIATIVE
NUE KENT - DISTRICTS PROPERTY RENOVATION LOANS

The primary aim of the No Use Empty (NUE) Initiative is to improve the physical urban environment in Kent, by bringing empty properties back into use as quality housing accommodation and to raise awareness of the issues surrounding empty properties, highlighting the problems they cause to local communities.

NUE works in partnership with all 12 Kent districts and is operated by Kent County Council (KCC) and has been combating the on-going problem of empty homes through a variety of interventions including loan assistance with impressive results for over 19 years. In these challenging times initiatives such as NUE are becoming increasingly important.

A short term secured interest free loan of up to £25,000 per unit rising to a maximum loan of up to £175,000 (7+ units) can be applied for (subject to availability of funds) with a repayment date no later than 36 months.

Loan Applications will be processed by the NUE team.

1.0 INTRODUCTION

This booklet details the property renovation loans to be made available through the Kent Empty Property Initiative. This is a scheme that has been developed to offer loans to renovate and/or convert empty properties so that they are suitable for reoccupation. This booklet describes how the Loan Scheme will operate, how to make an application and the conditions that will be attached to the loans.

It also addresses the districts' obligations to reduce the number of vulnerable households living in non-decent housing.

All loans approved will be subject to a few conditions to ensure that the loan fund monies are "recycled" to assist further empty property development schemes.

Any offer of a loan is not guaranteed until you have received formal approval from Kent County Council. Any works you undertake prior to this approval will be at your own risk.

Any queries relating to this scheme and loan conditions should be referred to Steve Grimshaw, Strategic Programme Manager, No Use Empty (Kent Empty Property Initiative), Sessions House, County Road, Maidstone, Kent, ME14 1XQ Telephone no 03000 417084 or email steve.grimshaw@kent.gov.uk

2.0 APPLICATION FEES

An invoice will be raised to collect the appropriate fee amount. This must be paid prior to the release of the loan facility agreement and legal charge documents (subject to the approval of the loan). Details of how to pay will be provided on the invoice.

From 1st April 2026 the following fees will apply:

Administration Fee

An administration fee will be required as a contribution towards the costs of processing your application. Scale of fees applicable:

Loan Value	Admin Fee	VAT (subject to current rate 20%)	Total amount due
Up to £50,000	£825.00	£165.00	£990.00
Up to £100,00	£1,250.00	£250.00	£1,500.00
Up to £175,000	£1,750.00	£350.00	£2,100.00
Loan discharge fee (per title) (Payable on repayment of Loan)	£350.00	£70.00	£420.00

Land Registry Fee

Our Legal Services provider are required to register a first or second charge on the property being offered as security of loan.

For loans up to £100,000.00 our fee is £80.00 per title.
For loans over £100,001.00 our fee is £100.00 per title.

In addition to the above, a Company applying for a Loan will also be required to pay our fee of £60.00 to cover costs associated with registering the charge at Companies House.

Valuation Fee

- All applications must be supported by a valuation report to be undertaken by a member of the Royal Institute of Chartered Surveyors (RICS) on the property offered as security for the loan. The report should confirm current market value, potential value (on completion) rental income (even if it is your intention to sell) and where possible an opinion as to the costs of works.

- The cost of the valuation is payable by the applicant and no application for a loan will be processed without this document.

- Please note that Kent County Council must be named as an interested party and the surveyor must note that KCC is relying on the valuation report for loan application.

- It is recommended that applicants source their own approved surveyor to carry this out. See Section 5.0 Loan Security for further information.

Insurance Policy Cover

- All loans are secured, and it is a requirement that there is adequate insurance in place for the property being provided as security for loan funding. It is also a requirement to have the interests of Kent County Council named on the policy document. A copy of this must be provided with your application and no loan which is approved will be advanced without the policy document being made available and to the satisfaction of KCC Legal Services. Your insurance company may charge you an administration fee to update your policy.

Indemnity Cover (such as restrictive covenants)

- In certain circumstances your Land Registry title may contain restrictive covenants.

  Restrictive covenants are binding conditions that are written into a property's deeds or contract by a seller to determine what a homeowner can or cannot do with their house or land under particular circumstances. They can cover a wide range of issues, but the most common examples tend to include:

  1. preventing owners from making alterations to a property (such as building an extension or converting a house into flats, for example)
  2. preventing buildings or other substantial structures from being erected on a section of land or
  3. preventing trades or businesses from operating on the land.

The important thing to remember about restrictive covenants is that they 'run with the land'. This means that they are applicable to all future purchasers of the property and not just the original purchaser. If you are thinking of buying, it is imperative that you instruct your conveyancing solicitor to examine the property deeds thoroughly and to flag up any covenants before you close the transaction. Once the title deeds are signed, you will be held accountable for any incurred breaches.

During the conveyancing process, your solicitor will check to see that the relevant covenants are recorded on the land charges register and look at the wording of a covenant to ensure that it is correctly drawn up and therefore enforceable.

Having established likelihood of enforceability, a conveyancer will usually look for options where insurance can be obtained to cover the liability of any further breach of contract.

Should you require indemnity insurance cover, KCC Legal Services will advise you once they have reviewed your Land Registry title for the property being brought back into use and where applicable an any alternative property being offered for security purposes.

3.0 THE LOAN SCHEME

3.1 PURPOSE FOR WHCH A LOAN MAY BE APPLIED FOR

To renovate an empty dwelling to the Decent Homes Standard (as a minimum), so that it is suitable for immediate occupation, whether by for sale (loan to sell) or to let (loan to let).

To convert an empty property into one or more units to the Decent Homes Standard, (as a minimum), so that it is suitable for immediate occupation, whether by for sale (loan to sell) or to let (loan to let).

Persons applying for the above loans may either be existing or prospective owners, but in either case must be able to supply security for the loan as detailed in Section 5.

3.2 ELIGIBLE WORKS

To be eligible works, the works must: -

- On completion, result in the property/units being suitable for immediate occupation as a dwelling(s);
- Comply with all relevant Building Regulations; and
- Achieve the Decent Homes Standard - see Appendix D.

A schedule of works will be agreed with the applicant prior to the offer of any loan and will form part of the loan conditions.

Any costs, which would be eligible for assistance under an insurance claim or third-party claim, will not attract loan assistance. In exceptional cases a loan may be given on condition it is repaid out of the proceeds of any future claim.

Works outside the curtilage of the property are not eligible for assistance unless they relate to the provision of essential services such as water, gas, or electricity.

3.3 LOAN ENQUIRIES

Enquiries for a loan can be made either by telephone, e-mail, post or in person at the offices of the relevant local authority, through the Kent County Council contact centre, or the No Use Empty website. All contact details are provided in Appendix A.

All enquiries for a loan will be acknowledged by e-mail or letter and then subsequently dealt with in accordance with the Kent Empty Property Initiative's standards for empty property loans. A copy of the service standards is attached in Appendix B.

3.4 BUILDINGS NOT ATTRACTING LOAN ASSISTANCE

Loan assistance will not be available for the following: -

- Buildings which will be used for Houses of Multiple Occupation (HMO)
- Buildings which will be used for holiday lets.
- Properties, which are not of a permanent nature such as houseboats and caravans.
- Sheds, outhouses, and extensions such as conservatories, which do not have Building Regulations approval.
- Buildings not suitable for conversion to habitable dwellings.
- Buildings where at least 40% is used by the applicant and/or his family as their home.

4.0 THE APPLICATION

An application for loan assistance should be made on the forms provided through the Kent Empty Property Initiative. An application form has been included with this pack and further copies are available on request. A complete application should include the following: -

- A completed application form(s).
- Confirmation of ownership of the property. This should normally be an "office copy" and Title Plan provided by the Local Land Registry Office, www.landregistry.gov.uk
- Two itemised estimates and cost of any associated fees e.g., structural engineer's fees, or project management fees.
- Supporting documentation for ID purposes.
- If a company application – you must provide last 3 years accounts.
- If you are an individual, you must provide your latest P60 and 2 payslips.
- If self-employed, you must provide 3 years accounts.
- Valuation Report (undertaken by a member of the Royal Institute of Chartered Surveyors - RICS). We will not accept an estate agent valuation.
- Specialist reports, Building Regulations, Planning Permission and plans where required.
- A copy of your insurance policy for the empty property and for any property being used as security of loan. You will be advised and required to update the policy to name Kent County Council as an interested party if your loan is approved.
- Any other details notified to the applicant before a decision is made as to whether to make the applicant a loan offer.
- Consent from first lender.

Kent County Council reserves the right to undertake a credit check on any person or limited company applying for a loan.

5.0 LOAN SECURITY

All loan applicants will be required to agree to a legal charge being placed on the property, which is the subject of the loan application, to secure the loan. Agreement may be made in exceptional circumstances to accept a charge on an alternative property.

We offer loans on a maximum loan to value ratio of 80%, including the value of the loan registered in favour of the first lender. We will consider loans on a loan to value ratio of 90% on a case-by-case basis.

All legal charges must be either first or (where Kent County Council receives confirmation from the first charge holder that it consents to a second charge) second charges. Third or subsequent charges will not be accepted.

Examples Loan to Value Ratio (based on one unit with 1st Lender)

Preferred option - 80% Loan to Value Ratio

Property Value	£ 175,000
80 % Loan to Value	£ 140,000
1st Lender	£ 100,000
Equity Remaining	£ 40,000

This would allow a charge of £25,000 to be registered in favour of Kent County Council, with consent from the first charge holder.

90% Loan to Value Ratio will be considered in exceptional circumstances on a case-by-case basis.

Property Value	£ 175,000
90 % Loan to Value	£ 157,500
1st Lender	£ 132,500
Equity Remaining	£ 25,000

Whilst this would allow a charge of £25,000 to be registered in favour of Kent County Council, with consent from the first charge holder. If the project is not completed and there is a requirement to enforce the sale of the property, the Council would be at greater risk of not being able to recover their funds.

Where it has been agreed to accept a legal charge on an alternative property that is not the subject of the loan application, the alternative property must be in England and Wales. However, the additional legal costs associated with this arrangement must be covered by the applicant.

Any property offered as security for the loan will require a valuation prior to the advance of any loan. The valuation must be carried out by a surveyor who is a member of the Royal Institute of Chartered Surveyors (RICS), the cost of which will vary in accordance with the property being put forward and is to be paid by the applicant.

The valuation should include the current market value of the property in its present condition, the potential future value (if the property for security is the one being refurbished) and potential rental income (even if it is your intention to sell) and where possible an opinion as to the costs of works.

The Council will be unable to decide as to whether to approve an application without this valuation document.

Where the property, which is to be offered as security for the loan already has a charge registered against it, written confirmation from the existing charge holder, confirming their agreement to a further charge being placed on the property, will be required. (This is a Land Registry requirement).

A fee is payable to register the charge at the Land Registry, which the applicant will be required to pay when submitting the loan application and supporting documents to Kent County Council. Please see Section 2.0 for current fees charged.

Where the applicant is a company, a fee is also payable to register the charge at Companies House, which the applicant will be required to pay when submitting the loan application and supporting documents to Kent County Council. Please see Section 2.0 for current fees charged.

6.0 LOAN RISK ASSESSMENT

All applications for a loan will be subject to a risk assessment that will form part of any decision to approve a loan. Details as to how this assessment will be undertaken are provided in Appendix C.

7.0 NOTIFICATION OF LOAN APPROVAL

The applicant will be notified in writing whether the application for assistance is approved or refused. The notification will be provided as soon as reasonably practicable from receipt of a completed application including all relevant supporting documentation and in any case within ten weeks.

The approval will specify the amount of loan and the repayment period. The offer of a loan will remain open for 8 weeks from the date of the notification letter.

The amount of loan will be based on the lower of the two estimates received. However, in any instance where the estimates are found to be excessive by Kent County Council, the loan amount will be determined by Kent County Council based on what it considers to be the reasonable costs for the schedule of works.

On confirmation that the loan offer has been accepted, an instruction will go to our Legal Services provider to draw up the Loan Facility Agreement and Legal Charge documents. The Strategic Programme Manager at Kent County Council will issue these to the applicant. All documents issued must be completed and returned to the Strategic Programme Manager if the applicant wishes to proceed with the loan within 8 weeks from the date of the original notification letter.

On receipt of the completed documents our Legal Services provider will apply to the Land Registry Office to register the legal charge against the property. Where the applicant is a Company, the Council will also apply to Companies House for registration of the charge.

On confirmation that the Legal Charge(s) have been registered, the Strategic Programme Manager at Kent County Council will instruct KCC Finance to forward the loan monies in accordance with any conditions which the loan approval panel have stipulated and recorded in the Loan Facility Agreement document. One original set of the Loan Facility Agreement and Legal Charge documents will be returned to the applicant.

This is expected to be no more than 14 days after the registration of the Legal Charge(s).

A loan offer will expire 8 weeks after the loan approval notification letter has been issued. If after this time Kent County Council has not received the relevant documentation, the loan offer will be cancelled, and the applicant informed in writing.

In the case where an applicant ceases to be the owner of the property which is the subject of the loan application or it appears to Kent County Council that the applicant was not at the time of the application being approved entitled to the loan, no payment shall be made, and the loan will be cancelled.

Loans are not transferable either between applicants or properties.

8.0 AMOUNT OF ASSISTANCE

£25,000 per unit of accommodation is available up to a maximum of £175,000.

For example:

A 2-bedroom family home would be eligible for a loan of £25,000 (Classed as 1 unit).

A house converted into 2 self contained flats would be eligible for a loan of £50,000.

A large house converted into 8 self contained flats would be eligible for the maximum loan of £175,000.

This amount is inclusive of all costs including value-added tax and fees.

If Kent County Council is satisfied that owing to circumstances beyond the control of the applicant the work has increased in cost due to unforeseen works, the loan may be increased, under exceptional circumstances, subject to the loan maximum and submission of estimates.

An appropriate estimate must support any request for any loan increase.

Any additional costs incurred by Kent County Council's Legal Services in association with amendments to existing Loan Facility Agreement and Legal Charge Documents must be met by the loan applicant and will be payable to Kent County Council prior to the release of further funding, if approved.

9.0 SUPERVISION OF WORKS

The building contract will be between the applicant and the chosen contractor and will not include Kent County Council. An officer from Kent County Council or an agent acting on its behalf will check the works to ensure they are carried out in accordance with the specification of work and meets the requirements of the Decent Homes Standard and good building practice. However, Kent County Council or its officers or its agents acting on its behalf are **not** liable for any poor workmanship, nor do they provide any guarantee.

Where appropriate, it is recommended applicants employ their own surveyor whose fees are eligible for loan assistance, subject to the loan maximum. Responsibility for supervision of the works rests with the applicant. Any works that have not been completed to an acceptable standard will be the responsibility of the applicant.

On completion of the works the applicant is to provide notification to Kent County Council/or its agent that: -

- The works have been completed to a satisfactory standard and in accordance with the loan offer and estimates, current Building Regulations and in accordance with the specification of works issued;
- Copies of certified guarantees and test certificates requested as part of the agreed schedule of works are made available for inspection; and
- The repair and renovation of the property complies with the “Decent Homes Standard”.

10.0 APPEALS AGAINST REFUSAL OF LOAN

Where an application for a loan is refused the applicant will be notified of the reasons for refusal in writing and informed of the procedure for an appeal against the decision.

If an applicant disagrees with the reasons for refusal, an appeal may be made in writing to the Programme Manager stating the reasons why the applicant disagrees. This appeal should be made within 14 days of receipt of the refusal letter.

The applicant will be notified, in writing and within 14 days of the decision. If the Head of Economy does not allow the appeal, an applicant can make a further appeal within 14 days to a Loans Appeal Panel. The Loans Appeal Panel will sit within 28 days of this second appeal being lodged. An applicant may attend the Loans Appeal Panel to present their case.

The Loans Appeal Panel will inform the applicant in writing within seven days of their decision.

There is no further appeal.

11.0 REPAYMENT OF THE LOAN

All loans paid under this scheme will be repayable.

Where the loan approved is a ‘Loan to Sell’ the loan will be repayable immediately and no later than the date stipulated in the Loan Facility Agreement.

Where the loan approved is a 'Loan to Let', the loan will be repayable on the third anniversary of the date stipulated in the Loan Facility Agreement unless there is a re-finance, an earlier disposal of the property or the units within the property are divided, and all sold on the same day.

For example:

Loans secured on:	Loans to be repaid by:
30 September 2025	1 October 2028
30 September 2026	1 October 2029
30 September 2027	1 October 2030

Where the property is to be converted into units and there is a disposal of one or more units (prior to the fixed dates set out in the terms of the Loan Facility Agreement), then on each such disposal of a unit, the applicant must repay the lesser amount of the gross sale proceeds and the amount of the loan outstanding.

If, after all such disposals, monies are still outstanding under the loan, then the applicant must repay such monies on whichever occurs the earlier of the disposal of the final unit or the relevant date as set out in the loan agreement.

"Loan to Let" Example:

Mr Smith borrows £150,000 to renovate a large house and convert it into six flats. On entering into the loan agreement with Kent County Council, Mr Smith intends to let the flats out to tenants once the works are completed. The works complete on 1 March 2024 and soon afterwards Mr Smith begins to let all the flats out to tenants.

However, after a while, Mr Smith decides that he no longer wants to let out all the flats. Therefore, he sells one of the flats on 1 July 2024 for £100,000. On that date Mr Smith must repay £100,000 to Kent County Council. Mr Smith then sells another of the flats on 1 December 2024 for £110,000. On 1 December 2024, Mr Smith must pay Kent County Council the outstanding capital balance of the loan, which is £50,000.

If Mr Smith had not sold the second flat but had continued to let it and the remaining properties out, he would have had to pay the £50,000 on 31 March 2026.
If Mr Smith had instead sold **all** the flats on 1 July 2024, then he would have had to repay £150,000 on that date, even if the total sale proceeds of all the flats had not come to £150,000.

If, instead of selling any of the flats, Mr Smith had continued to let out all the flats, then he would have had to repay £150,000 to Kent County Council on 31 March 2026.

12.0 LOAN INTEREST

Kent County Council will provide the loan at 0% interest rate. However, should the loan not be repaid on or before the agreed contractual date, then default interest rate will be applied to the loan. This is currently 8%.

This effectively means that the applicant will benefit from an interest free loan, providing there is no default on the loan for up to 36 months.

Where any sum is required to be paid but is not repaid in accordance with the loan conditions, a breach of conditions will have occurred, and Kent County Council may demand immediate repayment of the loan and interest.

13.0 REPAYMENT UPON BREACH OF CONDITIONS

In the case of a breach of loan conditions any outstanding loan becomes repayable to Kent County Council.

In the case of a loan to sell, where the property is not made available for sale within 12 weeks of the date set for completion of those works (*or by date to be agreed for the Kent scheme if earlier)*, a breach of loan conditions will be considered to have occurred.

In the case of a loan to let, where the property is not made available for let within 12 weeks of the date set for completion of those works, a breach of loan conditions will be considered to have occurred.

14.0 SECOND LOANS

Where a person has received a loan, second or subsequent loans may be permitted. However, subsequent loans will be offered on interest bearing terms.

Applicants will also be required to demonstrate that they have completed works relating to their first loan application and have successfully marketed and either ‘let’ or ‘sold’ the property before a second loan application is administered.

APPENDIX A

Kent Empty Property Initiative – Contact Details

Kent County Council:

Steve Grimshaw: Strategic Programme Manager

steve.grimshaw@kent.gov.uk

Tel: 03000 417084 – Mobile 07795 343484

Tom Davies: Principal Project Officer

Tom.davies@kent.gov.uk

Tel: 03000 418809 | Mobile: 07773 148248

Jake Body: Project Officer

jake.body@kent.gov.uk

Tel: 03000 417442

KCC Contact Centre should the above not be available: Tel 03000 41 41 41

Please refer to page 12 of the 'Application for an Empty Property Loan' document for contact details of the Empty Property Officer in your area, or visit the contacts page on our website: www.nue.org.uk

APPENDIX B

Service Standards for Loans Procedure

These standards have been produced to:

Inform our customers of the standards and level of service they can expect from us.

Ensure all enquiries/applications are dealt with on an equal basis.

Service Standards and Procedure

On receipt of an enquiry within 2 weeks, a loan enquiry acknowledgement letter will be sent to the prospective loan applicant including a loan application pack which will include information on the Initiative, an application form, and most recent Newsletter.

An inspection of the property will be undertaken within six weeks.

On receipt of a completed loan application i.e., application form and all further documentation listed in Section 4 above, subject to these being satisfactory and receipt of the valuation fee, the applicant will receive within 10 weeks a loan offer.

If a loan offer is accepted, payment of the loan monies will be sent out within fourteen working days of KCC Legal Services provider confirming that the Legal Charge(s) have been registered.

Unforeseen works – where unforeseen works arise during the loan aided works, a decision (which may include a site visit) as to whether the works are to be included, will be made within five working days, following receipt of estimates.

KCC Strategic Programme Manager will write to you 12 weeks before a loan is due to be repaid to ensure that you have made the necessary arrangements to repay KCC the loan in full.

APPENDIX C

Risk Assessment Procedure for Empty Property Loans (V4- MAR-2019)

Whenever monies are loaned, there will be an element of both financial risk in that the loan is not repaid, and risk that should the delivery of the project not be completed it would fail to contribute towards the annual targets set for the Empty Property initiative.

To ensure that these risks are minimised the following risk assessment procedure has been devised, against which each scheme will be evaluated to determine the level of risk (high, medium, or low). Any project which scores 50 points or more will not be considered appropriate for a loan from KCC.

The empty property team would welcome the opportunity to discuss any proposed application with empty property owners/developers, but no commitment to approve an application or commit funding will be given until a completed application has been received and subjected to the following risk assessment procedure.

All applications will be initially vetted by the relevant District Empty Property Officer. This will be to confirm: -

- that the property has been empty for six months or more;
- that the works/conversion can be completed within a time scale to satisfy the Initiative's target; and
- approvals and/or consents (if any) required to undertake the works/conversion are held.

<u>Delivery Risk</u>

To minimise the delivery risk all applicants for loans will be required to satisfy the following criteria before their application will be considered. Documentary proof that the following criteria have been met should be submitted with the application form.

1. The property that is subject to the loan application has been acquired/already in the ownership of, the applicant.

2. All required consents for the works/conversion have been approved; these will include full planning permission, building regulation approval, listed building and conservation area consent, where applicable.

3. Confirmation that there are no legal constraints or restrictive covenants on the property that would prevent the proposed works/conversion from being undertaken.

4. Any requirement for a contaminated land investigation has been undertaken, and where any remediation works are required, these have been agreed with the relevant District contaminated land officer.

5. Confirmation that any additional finance over and above the KCC loan required to complete the project is readily available and evidenced accordingly.

6. The correct fees in force at the time of application are submitted with the loan application documentation required and are made payable to KCC.

Once the above criteria have been satisfied the application will be assessed against the following financial risk assessment, which is based on the business case details supplied on the application form, to determine if the application should be approved.

Each of the questions listed below will be assigned a score and these individual scores will be totalled to give an overall score, which will then place the application in either a high, medium, or low category.

Risk category	Points
Low	up to 20 points
Medium	between 21 and 35 points
High	between 36 and 49 points

<u>Any project which scores 50 points or more will not be considered appropriate for a loan from KCC.</u>

RISK ASSESSMENT FORM	SCORE
1. Credit rating	
All persons/companies applying will be subject to an insolvency check, credit check, which will be undertaken by the NUE team/or its service providers.	
Satisfactory credit check Unsatisfactory credit check	0 50
2. Business Plan	
The applicant supplied a satisfactory business plan to demonstrate that the proposed empty property scheme is financially viable. The applicant's business plan does not demonstrate that the proposed empty property scheme is financially viable.	
Satisfactory credit check Unsatisfactory credit check	0 50
3. Loan amount being applied for?	
• Between £25,000 and £50,000 • Between £51,000 and £99,000 • Between £100,000 and £150,000 • Greater than £150,001	1 3 5 10

4. Loan(s) to property value percentage?	
• The proposed loan amount and any existing loan/mortgage on the property does not exceed 50% of the property value. • The proposed loan amount and any existing loan/mortgage on the property is between 51% and 70% of the property value. • The proposed loan amount and any existing loan/mortgage on the property is between 71% and 80% of the property value. • The proposed loan amount and any existing loan/mortgage on the property is between 81% and 90% of the property value. • The proposed loan amount and any existing loan/mortgage on the property exceeds 91% if the property value.	1 3 5 10 50
5. Proposed term of loan	
• Up to 24 months • Up to 36 months	1 3
6. Application From	
• Individual(s) • Existing Company • New Company/Special Purpose Vehicle	1 3 5
7. Existing Mortgage/Charges	
All loans are secured as a first or second charge on the properties identified as security of loan.	
• 1st Charge in favour of Kent County Council • 2nd Charge in favour of Kent County Council	5 10
8. Provision of references	
All applicants are requested to provide, where possible, evidence of two similar types of schemes to that proposed in the current application having been successfully completed.	
Satisfactory references supplied No references available	0 5
Total Points	**/50**

Appendix D

The Decent Homes Standard

To achieve the Decent Homes Standard, a dwelling must comply with the following four criteria.

Criterion a: It meets the current statutory minimum standard for housing.

To be decent, a dwelling should be free of category 1 hazards as assessed through the Housing Health and Safety Rating System.

Criterion b: It is in a reasonable state of repair.

A dwelling satisfies this criterion unless:

- one or more key building components are old and, because of their condition need replacing or major repair; or
- two or more other building components are old and, because of their condition need replacing or major repair.

A building component can only fail to satisfy this criterion by being old and requiring replacing or repair. A component cannot fail this criterion based on age alone.

Building components

Building components are the structural parts of a dwelling (e.g. wall structure, roof structure), other external elements (e.g. roof covering, chimneys) and internal services and amenities (e.g. kitchens, heating systems).

Key building components are those which, if in poor condition, could have an immediate impact on the integrity of the building and cause further deterioration in other components. They are the external components plus internal components that have potential safety implications and include:

- external walls;
- roof structure and covering;
- windows/doors;
- chimneys;
- central heating boilers;
- gas fires;
- storage heaters;
- plumbing; and
- electrics.

Lifts are not considered to be a key component unless the lift or the lift shafts have a direct effect upon the integrity of the building.

If any of these components are old and need replacing, or require immediate major repair, then the dwelling is not in a reasonable state of repair.

Other building components are those that have a less immediate impact on the integrity of the dwelling. Their combined effect must therefore consider, with a dwelling not being in a reasonable state of repair if two or more are old and need replacing or require immediate major repair.

Old and in poor condition

A component is defined as 'old' if it is older than its standard lifetime. Components are in poor condition if they need major work, either full replacement or major repair.

One or more key components, or two or more other components, must be both old and in poor condition to render the dwelling non-decent on grounds of disrepair.

Components that are old but in good condition or in poor condition but not old would not, in themselves, cause the dwelling to fail the standard.

A building component, which requires replacing before it reaches its expected lifetime has failed early. Under the terms of the definition, this early failure does not render the dwelling non-decent.

Criterion c: It has reasonably modern facilities and services

A dwelling is considered not to meet this criterion if it lacks three or more of the following facilities:

- a kitchen which is 20 years old or less;
- a kitchen with adequate space and layout;
- a bathroom which is 30 years old or less;
- an appropriately located bathroom and WC;
- adequate external noise insulation; and
- adequate size and layout of common entrance areas for blocks of flats.

A kitchen failing on adequate space and layout would be one that was too small to contain all the required items (sink, cupboards cooker space, worktops etc) appropriate to the size of the dwelling;

An inappropriately located bathroom and WC is one where the main bathroom or WC is in a bedroom or accessed through a bedroom (unless the bedroom is not used, or the dwelling is for a single person). A dwelling would also fail if the main WC were external or located on a different floor to the nearest wash hand basin, or if a WC without a wash hand basin opens on to a kitchen in an inappropriate area, for example next to the food preparation area;

Inadequate insulation from external airborne noise would be where there are problems with, for example, traffic (rail, road, and aeroplanes) or factory noise.

Inadequate size and layout of common entrance areas for blocks of flats would be one with insufficient room to manoeuvre easily for example where there are narrow access ways with awkward corners and turnings, steep staircases, inadequate landings, absence of handrails, low headroom etc.

In some instances, there may be factors which may make the improvements required to meet the Decent Homes standards' challenging, or impossible, factors such as physical or planning restrictions. Where such limiting factors occur, the property should be assessed to determine the most satisfactory course of action in consultation with the relevant body or agency to determine the best solution. The outcome may determine that some improvements may be possible even if all are not.

A dwelling would not fail this criterion, where it is impossible to make the required improvements to components for physical or planning reasons.

Criterion d: It provides a reasonable degree of thermal comfort.

The definition requires a dwelling to have both efficient heating, and effective insulation.
Efficient heating is defined as any gas or oil programmable central heating; or

- electric storage heaters; or
- warm air systems; or
- underfloor systems; or
- programmable LPG/solid fuel central heating; or
- similarly, efficient heating systems which are developed in the future.

The primary heating system must have a distribution system sufficient to provide heat to two or more rooms of the home. There may be storage heaters in two or more rooms, or other heaters that use the same fuel in two or more rooms. Even if the central heating system covers most of the house making a dwelling decent, under the HHSRS the home should be warm enough for the occupant.

Heating sources, which provide less energy efficient options fail the Decent Homes standard.

Programmable heating is where the timing and the temperature of the heating can be controlled by the occupants.

Because of the differences in efficiency between gas/oil heating systems and the other heating systems listed, the level of insulation that is appropriate also differs:
For dwellings with gas/oil programmable heating, cavity wall insulation (if there are cavity walls that can be insulated effectively) and at least 50mm loft insulation (if there is loft space) is an effective package of insulation.

For dwellings heated by electric storage heaters/LPG/programmable solid fuel central heating a higher specification of insulation is required: at least 200mm of loft insulation (if there is a loft) and cavity wall insulation (if there are cavity walls that can be insulated effectively).

An SAP rating of less than 35 (using the 2001 SAP methodology) has been established as a proxy for the likely presence of a Category 1 hazard from excess cold.