

**Planning Obligation by Deed of Agreement  
under Section 106 of the Town and Country  
Planning Act 1990**

relating to the development of Land at St  
Nicholas, Vale of Glamorgan

Dated : 8<sup>th</sup> DECEMBER

2016

Vale of Glamorgan Council (1)

Gwyn Radcliffe Davies, Carmen Elizabeth Goldsworthy & Howell Morgan Davies (2)

Howell Morgan Davies & Mary Elaine Davies (3)

Redrow Homes Limited (4)

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DATE

8<sup>th</sup> DECEMBER

2016

**PARTIES**

- (1) **Vale of Glamorgan Council** of Civic Offices, Holton Road, Barry, CF63 4RU ("**Council**"); and
- (2) **Gwyn Radcliffe Davies** of Park House Court Nursing Home, Narbeth Road, Tenby, SA70 8TJ, **Carmen Elizabeth Goldsworthy** of Llwynhaid Farm, Bettws Hill, Bettws, Newport, NP20 7AD & **Howell Morgan Davies** of The Malthouse Farm, Heol Las, Llantrisant, Rhondda Cynon Taff, CF7 8EG ("**the First Landowner**");
- (3) **Howell Morgan Davies & Mary Elaine Davies** of The Malthouse Farm, Heol Las, Llantrisant, Rhondda Cynon Taff, CF7 8EG ("**the Second Landowner**")
- (4) **Redrow Homes Limited** (Reg Co No 01990710) whose registered address is Redrow House, St David's Park, Flintshire, CH5 3RX ("**the Developer**")

**INTRODUCTION**

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The First Landowner is the freehold owner of that part of the Site registered at HM Land Registry with Title no. CYM205412 and the Second Landowner is the freehold owner of that part of the Site registered at HM Land Registry with Title no. CYM144299.
- 3 The Developer is the freehold owner of that part of the Site registered at HM Land Registry with Title no WA844078.
- 4 The Developer has entered into a conditional contract with the First Landowner and the Second Landowner to buy the extent of the Site registered at HM Land Registry with Title nos. CYM205412 and CYM144299 subject to conditions including the grant of Planning Permission.
- 5 The Developer has submitted the Application to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART**

**1 DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

"Acceptable Cost Guidance"

means the published list of acceptable costs per dwelling according to the relevant dwelling type in question and current at the time of the start of construction of each phase of the Development (as identified in the reserved matters applications that will be submitted by the Owner in relation to the Planning Permission) or current at the date the Owner enters into an agreement to provide the relevant dwellings with an RSL (whichever occurs soonest) as determined by the Welsh Government from time to

	time (or a subsequent alternative list of costs used or published at the relevant time and having the same effect as that which was published by the Welsh Government at the date of this Deed);
“Act”	means the Town and Country Planning Act 1990;
“Administration Fee”	means the costs of the Council (excluding any legal costs) incurred in negotiating and monitoring the implementation of the obligations contained in this agreement being TWENTY ONE THOUSAND SIX HUNDRED AND NINETY ONE POUNDS AND SEVENTY PENCE (£21,691.70) payable in instalments of FOUR THOUSAND POUNDS (£4,000) (“the First Administration Fee Instalment”), TEN THOUSAND POUNDS (£10,000) (“the Second Administration Fee Instalment”) and SEVEN THOUSAND SIX HUNDRED AND NINETY ONE POUNDS AND SEVENTY PENCE (£7,691.70) (“the Third Administration Fee Instalment”);
“Affordable Housing”	means housing where there are secure mechanisms in place to ensure that it is accessible to those who cannot afford housing at open market values, including without limitation Social Rented Housing and Intermediate Housing, and where there is provision for the home to remain affordable for future eligible households or where staircasing to full ownership takes place, any subsequent capital receipts should be recycled to provide replacement affordable housing;
“Affordable Housing Contribution”	means a financial contribution in the sum of FOUR HUNDRED AND EIGHTEEN THOUSAND AND SIXTY SIX POUNDS (£418,066) payable to the Council to be spent on the provision of Affordable Housing to meet housing need in the Vale of Glamorgan;
“Affordable Housing Units”	means those Dwellings to be built and thereafter occupied as Affordable Housing comprising 35 Dwellings of which 25 Dwellings shall be Social Rented Housing and 10 Dwellings shall be Intermediate Housing;
“Affordable Rent”	means (in cases where the relevant landlord is not a Local Authority) for Social Rented Units a rent payable which is equal to or less than the target rent which is established by the RSL for the Vale of Glamorgan area and approved by the Welsh Government from time to time or (in cases where the relevant Landlord is a Local Authority) a rent payable for an affordable rented housing unit determined by the Welsh Government from time to time and calculated using statistical information provided by individual local

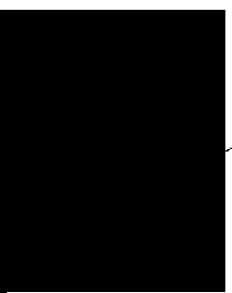
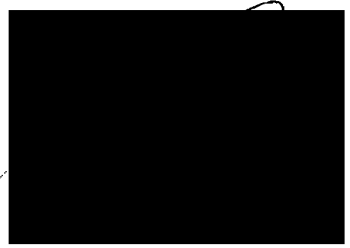
	<p>authorities. For the Intermediate Housing a rent which is below the Local Housing Allowance for the relevant property size in the Vale of Glamorgan as determined by the Welsh Government;</p>
“Application”	<p>means the application for full planning permission registered by the Council on 9 March 2015 submitted to the Council for the Development and allocated reference number 2015/00249/FUL;</p>
“Certificate of Practical Completion”	<p>means written confirmation from the Council that the Public Open Space Scheme has been completed to an adoptable standard and to the reasonable satisfaction of the Council;</p>
“Chargee”	<p>means any mortgagee or chargee of the RSL or of an Affordable Housing Unit following any transfer or grant of a lease of an Affordable Housing Unit by the RSL only or a receiver or manager (including an administrative receiver) appointed by any such mortgagee or chargee pursuant to the Law of Property Act 1925 or the successors in title to such mortgagee or chargee or any receiver or manager;</p>
“Chargee’s Duty”	<p>means the tasks and duties set out in paragraph 1.10 of Part 2 of the Third Schedule;</p>
“Commencement of Development”	<p>means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is first carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, site preparation including earth works, any tree or hedge clearance, investigations for the purpose of assessing ground conditions, remedial works in respect of any contamination or other adverse ground conditions, works connected with the diversion and laying of services, the erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly;</p>
“Community Facilities”	<p>means facilities (a park, building or structure) or services within the vicinity of the Site which meet local community needs and are publicly available, which consists of either the provision of new facilities in Wenvoe ward boundary or enhancement of existing community facilities, including but not limited to:</p> <ol style="list-style-type: none"> <li>a) Wenvoe Library;</li> <li>b) St Nicholas Church;</li> <li>c) St Nicholas Church Hall; and</li> </ol>

"Community Facilities Contribution"	<p>d) Bonvilston Reading Rooms;</p> <p>means a financial contribution in the sum of NINETY SEVEN THOUSAND EIGHT HUNDRED AND SIXTY ONE POUNDS AND FIFTY PENCE (£97,861.50) payable to the Council to provide or improve the Community Facilities;</p>
"Development"	<p>means the development of the Site for the construction of 100 houses and associated open space vehicular and pedestrian access landscaping and infrastructure, including the demolition of Emmaville as set out in the Application;</p>
"Development Quality Requirements"	<p>means the development quality requirements produced by the Welsh Government current at the time of construction of the Social Rented Housing;</p>
"Disposal"	<p>means either the sale of a freehold interest or the grant of a leasehold interest for a term in excess of 98 years and the expression "Disposed" shall be construed accordingly;</p>
"Dwelling"	<p>means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;</p>
"Education Contribution"	<p>means a financial contribution in the sum of SEVEN HUNDRED AND EIGHT THOUSAND SEVEN HUNDRED AND TWENTY THREE POUNDS AND SIX PENCE (£708,723.06) payable to the Council to provide or enhance the following educational facilities:</p> <ul style="list-style-type: none"> <li>(i) St. Nicholas Primary School;</li> <li>(ii) Ysgol Iolo Morgannwg;</li> <li>(iii) Ysgol Gyfun Bro Morgannwg; and/or</li> <li>(iv) for specific infrastructure projects at Cowbridge Comprehensive School including: <ul style="list-style-type: none"> <li>(a) new sports pitches; and</li> <li>(b) a new sixth form block facility;</li> </ul> </li> </ul>
"Expert"	<p>means a single expert qualified to deal with the subject matter of the dispute, disagreement or difference who shall either be jointly nominated by the Parties within a period of 10 Working Days following a failure of the Parties to resolve the dispute, disagreement or difference pursuant to Clause 8 or failing agreement on such nomination, the Expert shall be nominated by the President for the time being of the Law Society;</p>
"Index"	<p>means the All Items Index of Retail Prices issued by the Office for National Statistics or in the event that the</p>

	index ceases to be published or if the basis on which it is calculated is altered to a material extent such other index which most closely resembles it to be agreed between the Parties;
“Interest”	means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time;
“Intermediate Housing”	means housing, in a mix of 10 x 2 bedroomed houses, comprising low cost home ownership units sold through the Council's Aspire2Own scheme or rented housing units let through the Council's Homes4U scheme) where capital prices or rents are above those of Social Rented Housing but below open market housing prices and PROVIDED FURTHER THAT this does not include low cost market housing which the Welsh Government does not consider to be Affordable Housing for the purpose of the land use planning system;
“Key events”	means: <ul style="list-style-type: none"> <li>(a) Commencement of Development;</li> <li>(b) the date of Occupation of the 2<sup>nd</sup> Dwelling;</li> <li>(c) the date of Occupation of the 10<sup>th</sup> Dwelling</li> <li>(d) the date of Occupation of the 50<sup>th</sup> Dwelling</li> <li>(e) the date of Occupation of the 70<sup>th</sup> Dwelling.</li> </ul>
“LAP”	means an area of open space designed for young children's play activities, comprising an activity zone of 100 square metres with a 5 metre wide buffer zone;
“LEAP”	means a local equipped area of play designed for children of an early school age, containing at least five pieces of play equipment to comprise of an activity zone of 400 square metres with a 10 metre wide buffer zone;
“Market Housing Units”	means that part of the Development which is general market housing for sale on the open market and which are not Affordable Housing and Market Housing Unit shall be construed accordingly;
“Market Value”	means the value having regard to the market definition and the guidance set out in the current edition of the RICS Valuation Standards in place from time to time on the basis of a willing buyer and a willing seller in an arm's length and unconditional transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion excluding hope value of alternative development or any additional bid by a purchaser with a special interest;

“Notice Period”	means 2 months from the date of receipt by the RSL of the Sale Notice;
“Occupation”, “Occupy” and “Occupied”	means beneficial occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
“Owner”	means the First Landowner the Second Landowner and the Developer;
“Party”	means the Council, the First Landowner, the Second Landowner or the Developer as appropriate and “the Parties” shall be construed accordingly;
“Plan”	means the plan attached to this Deed;
“Planning Permission”	means the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in draft form in the First Schedule;
“POS Commuted Sum”	means the sum of EIGHTY THOUSAND POUNDS (£80,000);
“Practical Completion”	means the date on which a Dwelling is certified as having been completed in accordance with the requirements of the National House Building Council (or like regulatory body) so as to enable immediate occupation;
“Public Art”	means art that is the original work of a living professional artist and is created for a particular place, commissioned by or working in collaboration with others such as architects, landscape designers, planners, developers, arts officers and community representatives or the provision of facilities which enable the creation or display of art (including any art displayed in such facilities);
“Public Art Value”	means a sum equivalent to SIXTY THREE THOUSAND AND SEVENTY THREE POUNDS (£63,073.00);
“Public Open Space”	means land laid out as public garden, or used for the purpose of public recreation, or open space of public value including land or areas of water which offer opportunities for sport, recreation and tourism and children’s playgrounds;
“Public Open Space Land”	means land on which the Public Open Space is to be laid out;
“Public Open Space Scheme”	means a scheme to be approved by the Council pursuant to paragraph 1.1 of the Second Schedule for the provision of Public Open Space within the Site to





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be approved by the Council pursuant to paragraph 1.3 of the Second Schedule on which there shall be provision for one LEAP and two LAP areas;

"Public Open Space Contribution"

means the sum of EIGHTY THOUSAND POUNDS (£80,000) less any amount properly and reasonable expended by the Owner for the purposes of incorporating the management company required to be established for the approved Public Open Space Scheme and maintaining the Public Open Space Scheme, such amount to be evidenced in writing to Council prior to Practical Completion of the final Dwelling;

"Restriction"

means the following words: "No transfer or lease of the whole or any part of the property shall be registered (save for any transfer or lease to a statutory undertaker) unless a certificate signed by the Head of Regeneration and Planning or the Head of Legal Services of the Vale of Glamorgan Council or such other authorised officer for the time being has been lodged with the Land Registry confirming that the provisions of the Third Schedule of an agreement dated 8<sup>th</sup> DECEMBER 2016 and made between (1) Vale of Glamorgan Council (2) Gwyn Radcliffe Davies, Carmen Elizabeth Goldsworthy & Howell Morgan Davies (3) Howell Morgan Davies & Mary Elaine Davies and (4) Redrow Homes Limited have been complied with;

"RSL"

means a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Welsh Government pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act and is zoned for any development in the Vale of Glamorgan;

"Sale Notice"

means a notice served by the Owner on the RSL which informs the RSL that the construction of an Affordable Housing Unit(s) has been completed and is available for Transfer to an RSL and offering to sell those Affordable Housing Unit(s) to the RSL at a price equal to 42% of the Acceptable Cost Guidance in respect of the Social Rented Housing and at a price equal to 70% of the Market Value (net of any incentives offered for the Market Housing Units and of an equal specification including fixtures and fittings) in respect of the Intermediate Housing to reflect its designation as an Affordable Housing Unit(s);

"Site"

means the land against which this Deed may be enforced as shown edged red on the Plan;

"Social Rented Housing"	means housing, in a mix of 10 x 1 bedroom flats, 12 x 2 bedroom houses and 3 x 3 bedroom houses, provided by the RSL where rent levels have regard to the target rent which is established by the RSL for the Vale of Glamorgan area and approved by the Welsh Government from time to time and where there are secure mechanisms in place to ensure that it is accessible to those who cannot afford housing at open market values and reference to Social Rented Housing Unit(s) shall be construed accordingly;
"Sustainable Transport Contribution"	means a financial contribution in the sum of ONE HUNDRED AND NINETY EIGHT THOUSAND POUNDS (£198,000) less the cost to the Owner in carrying out any additional works required by the Council on the adopted highway in any section 278 Highway Act 1980 agreement (such costs to be approved by the Council, such approval not to be unreasonably withheld or delayed) in addition to the works identified on drawing reference W141341_08 Rev payable to the Council to be used by the Council to provide or improve Sustainable Transport Facilities serving the Development;
"Sustainable Transport Facilities"	means information, facilities, infrastructure, services or projects which provides or improves access for pedestrians, cyclists, public transport users, motor cycles, taxis or car sharers in the vicinity of the Site;
"Transfer"	means a deed setting out the terms of the transfer of the Affordable Housing Units to an RSL or to the Council as appropriate which terms shall be agreed between the parties to the deed and providing for the sale of the Affordable Housing Units at a sale price which shall be equal to 42% of the Acceptable Cost Guidance in respect of Social Rented Housing and equal to 70% of the Market Value (net of any incentives offered for the Market Housing Units) and of an equal specification including fixtures and fittings) of the Market Housing Units in respect of the Intermediate Housing and "Transferred" shall be construed accordingly;
"Working Day"	means any day of the week other than a Saturday, Sunday or any statutory bank holiday.

**2 CONSTRUCTION OF THIS DEED**

2.1 Where in this Deed reference is made to any clause, paragraph Schedule, Appendix or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Appendix, Schedule or recital in this Deed.

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council or the successors to its statutory functions.
- 2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of this Deed.

### **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner and the Developer under this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority against the relevant covenanting party.

### **4 CONDITIONALITY**

Clauses 5 and 6 of this Deed are conditional upon and take effect on:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development.

### **5 THE OWNER'S COVENANTS**

- 5.1 The Owner covenants with the Council as set out in the Second and Third Schedules.

### **6 THE COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Owner as set out in the Fourth Schedule.

### **7 MISCELLANEOUS**

- 7.1 The Developer shall pay to the Council:

7.1.1 on completion of this Deed:

- (a) the reasonable legal costs of the Council incurred in the sum of £600; and
- (b) the First Administration Fee Instalment;

7.1.2 on Commencement of Development the Second Administration Fee Instalment; and

7.1.3 on Occupation of the 2<sup>nd</sup> Dwelling the Third Administration Fee Instalment.

- 7.2 Nothing in this Deed shall create any rights in favour of any person not a party to it pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which it shall continue to be liable. Neither the reservation of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 7.7.
- 7.8 Obligations contained in this Deed shall not be enforceable against:
- 7.8.1 owner-occupiers or tenants of Market Housing Units constructed pursuant to the Planning Permission and their successors in title: nor
- 7.8.2 any statutory undertaker or other person who acquires or who has acquired any part of the Site or interest therein or the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services; nor
- 7.8.3 a Chargee (and its successors) of any RSL or residential occupier of an Affordable Housing Unit taking possession or effecting a power of sale under a charge in default subject to compliance by the Chargee with the Chargee's Duty.
- 7.9 Obligations contained in the Second Schedule to this Deed shall not be enforceable against owner-occupiers or tenants of Affordable Housing Units constructed pursuant to the Planning Permission and their successors in title.
- 7.10 The Parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed.
- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.12 The Council agrees to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

## **8. DISPUTES**

- 8.1 Where the Parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction, then the parties shall use

their reasonable endeavours to resolve the same within 20 Working Days of the dispute, disagreement or difference arising

- 8.2 Failing the resolution of any such dispute, disagreement or difference within the said 20 Working Days the disputes, disagreement or difference shall be referred for determination in accordance with the provisions of this Clause 8 on the reference of any of the parties to the dispute, disagreement or difference.
- 8.3 The dispute, disagreement or difference shall be referred to the decision of an Expert.
- 8.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.
- 8.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:-
- a. He shall call for representations from all parties within 10 working days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
  - b. He shall allow the parties 10 working days from the expiry of the 10 working days period referred to in sub-clause (a) above to make counter representations;
  - c. Any representations or counter representations received out of time shall be disregarded by the Expert;
  - d. He shall provide the party with a written decision (including his reasons within 10 working days of the last date for receipt of counter representations);
  - e. He shall be entitled to call for such independent Expert advice as he shall think fit;
  - f. His costs and the costs of any independent Expert advice called for by the Expert shall be included in his award.
- 8.6 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the dispute, disagreement or difference in question.

## **9 NOTICES**

- 9.1 Any notice or other written communication to be served upon or given by one party to any other party under the terms of this Deed shall be deemed to have been validly served or given in the following circumstances:

- (a) if delivered by hand upon delivery at the address of the relevant party; or
- (b) if sent by post or recorded delivery post to the party upon whom it is to be served or to whom it is to be given within 2 Working Days after the date of posting;

PROVIDED THAT if in accordance with the above provision any notice or other written communication would otherwise be deemed to be served or given after 17.00 hours such notice or other written communication shall be deemed to be served or given at 09.00 hours on the next Working Day.

- 9.2 The address for any notice of other written communication shall only be within the United Kingdom and is:
- (a) for the Council: The Vale of Glamorgan Council, Dock Office, Subway Road, Barry Docks, Barry, CF63 4RT marked for the attention of The Head of Regeneration and Planning;
  - (b) for the First Landowner: C/O Geldards LLP, Dumfries House, Dumfries Place, Cardiff CF10 3ZF quoting reference GRD.96330.2;

- (c) for the Second Landowner: C/O Geldards LLP. Dumfries House, Dumfries Place, Cardiff CF10 3ZF quoting reference GRD.96330.2;
- (d) for the Developer at Redrow House, St David's Park, Flintshire, CH5 3RX marked for the attention of the Company Secretary;

or such other address as any Party may notify to the others at its address of service from time to time.

9.3 In the event that the parties decide that the recipients of any notice or other written communication should change from the individuals referred to in clauses 9.2 above the Parties shall notify each other in writing giving details of the replacement individual(s).

9.4 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

9.5 The Owner agrees to give to the Council notice in writing within 10 Working Days of becoming aware of the Key Events as they each occur.

**10 WAIVER**

No waiver (whether expressed or implied) by the Council, of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council, from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

**11 CHANGE IN OWNERSHIP**

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged (other than the sale of Market Housing Units) such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

**12 INDEXATION**

Any sum referred to in the Second and Third Schedules shall if there is any increase in the Index be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

**13 INTEREST**

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

**14 VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

**15 JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales as they apply in Wales.

**16 DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.



**FIRST SCHEDULE**

**Form of Draft Planning Permission**

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# **DRAFT**

## **THE VALE OF GLAMORGAN COUNCIL**

Town and Country Planning Act 1990  
Planning and Compulsory Purchase Act 2004  
The Town and Country Planning (Development Management Procedure) (Wales)  
Order 2012

### **FULL PLANNING PERMISSION**

Agent:  
Mr Andrew Muir  
Harmers Limited,  
39, Lambourne Crescent,  
Cardiff Business Park,  
Llanishen,  
Cardiff.  
CF14 5GG

Applicant:  
Redrow Homes (south Wales) Ltd  
C/o Agent

**Development of 100 houses and associated open space vehicular and pedestrian access, landscaping and infrastructure, including the demolition of Emmaville at Land to the East of St. Nicholas**

The Council in pursuance of its powers under the above mentioned Act and Order hereby **GRANTS PERMISSION** for the carrying out of the proposed development as described above and in accordance with the application and plans registered by the Council on 9 March 2016 subject to the following condition(s):

1. The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

Reason:

To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

2. The development shall be carried out in accordance with the following approved plans and documents: 1537-01-FUL Revision L (Planning Layout); 1537-05 Revision C (Street Elevations), 16057\_C-PL02 REV 4 (Drainage Plan); F-SD0906 (Fence) 2.1.3 (One bed flat); 4.2.2 A (Two bedroom House); 5.3.3A Three bed house; The Amberley Revision A; Single Garage Type 1; Double Garage Type 12 and 13; WF\_AMBY\_DM.1; The Avon Revision A; The Cambridge – Stone/Render Revision A; The Cambridge (Render) Revision A; The Cambridge (Stone) Revision A; WF\_HENL\_DM.1.0; The Henley (Render/Stone) Revision A; The Henley Floor Plans; The Letchworth Revision A; The Letchworth Floor Plans; The Oxford Revision A; The Shaftsbury Revision A; The Shaftsbury Floor Plans; WF\_WARW\_DM1.0 Revision A; WF\_WARW\_DM1.0 (Stone);

WF\_WELN\_DM.2 Revision A (Stone/Render); The Welwyn (Stone); The Welwyn Revision A Floorplans; The Worcester (Render/Stone); The Worcester (Stone); The Worcester Floorplans; 1537-04-FUL A (Site location Plan); The Avon (terrace) Revision B; W141341-08 Rev C; W141341/AT/H01 and W141341/AT/H03; Arboricultural Impact Assessment (Treescene July 2016); Arboricultural Impact Assessment Plan; 1537-03D (Material Finishes); 1537-06B (Softworks); 1537-011 (Neighbouring site access); 1537-09A (Landscape Appraisal); Property Schedule; The Cambridge - Handed Unit Stone Render, The Cambridge - Handed Unit Render, The Cambridge - Handed Unit Stone, The Amberley - Handed Unit Rev A, The Welwyn - Handed Unit Stone, The Welwyn Handed Unit - WF\_WELN\_DM.2 Rev A, The Welwyn Handed Unit - Stone Render WF\_WELN\_DM.2 Rev A, The Worcester - Handed Unit Render, The Shaftesbury - Handed Unit Render/Stone, The Shaftesbury - Handed Unit (Floor Plans), The Henley - Handed Unit Stone, The Henley - Handed Unit Render/Stone, The Henley - Handed Unit (Floor Plans), The Warwick - Handed Unit Render/Stone, The Warwick - Handed Unit Stone, Amberley Handed and The Oxford + Handed Unit Render/Stone, all received 19 October 2016, 'Ecological Appraisal' (Ecology Solutions Ltd - November 2014) and 'Briefing Note'; Environmental Noise Survey & Assessment (Noise.Co.Uk); Job Method Statement (Cuddy Group); Agricultural Land Considerations; Archaeological Evaluation; Transport Assessment Addendum;

Reason:

For the avoidance of doubt as to the approved development and to accord with Circular 016:2014 on The Use of Planning Conditions for Development Management.

3. Notwithstanding the submitted drawings, prior to the commencement of any works within the site, (other than the demolition and clearance of Emmaville and associated below ground works), full engineering details (including structural calculations) of the site access, proposed internal roads, turning areas, footways/cycleway, including vision splays, street lighting, highway drainage, gradient details, on site parking and any associated highway structures, (including a programme for the delivery and completion of the works) shall be submitted to and approved in writing by the Local Planning Authority.

Reason:

In the interests of highway safety and in accordance with policies ENV 27 and HOUS 8 of the adopted Unitary Development Plan.

4. No part of the development hereby approved shall be brought into beneficial use until such time as the access, internal roads, parking areas, footways and turning areas as applicable to the plot(s) being occupied, have been laid out in full accordance with the details shown on plan 1537-01-FUL Revision L and the parking, access and turning areas shall thereafter be so retained at all times to serve the development hereby

approved and fully completed in full accordance with the details approved under Condition 3

Reason:

To ensure the provision on site of parking and turning facilities to serve the development in the interests of highway safety, and to ensure compliance with the terms of Policies TRAN 10 and ENV27 of the Unitary Development Plan.

5. Unless otherwise agreed in writing by the Local Planning Authority, an archaeologist (CIFA Member) from Cotswold Archaeology, shall be present during the undertaking of any ground disturbing works in the development area, so that an archaeological watching brief can be conducted. The archaeological watching brief shall be undertaken to the standards of the Institute of Field Archaeologists. A copy of the watching brief report shall be submitted to the Local Planning Authority within two months of the fieldwork being completed by the archaeologist.

Reason :

To identify and record any features of archaeological interest discovered during the works, in order to mitigate the impact of the works on the archaeological resource in accordance with policies ENV 18 and ENV 19 of the Unitary Development Plan.

6. Notwithstanding the submitted details and prior to the construction of the road to the front of Plot 97, details at a suitable scale to show the footpath/cycle link at the end of the shared drive to the front of Plot 97 will link to the adjacent site to the east shall be submitted to and approved in writing by the Local Planning Authority. The footpath/cycle link as approved shall be implemented and available use prior to the first occupation of any of the dwellings hereby approved, and remain open at all times thereafter.

Reason:

To ensure suitable permeability through the site, in accordance with policies ENV 27 and HOUS 8 of the adopted Unitary Development Plan.

7. Notwithstanding the submitted information and plans, details of the area of open space, annotated as 'Potential LAP' on submitted plan 1537-01-FUL Revision L, to be provided at a suitable scale, to include details of surfacing and enclosures, shall be submitted to and approved in writing by the Local Planning Authority. The details of this area of the site shall be implemented in accordance with the agreed details and be maintained as such thereafter.

Reason:

In the interests of visual amenities and highway safety, in accordance with policies ENV 27 and HOUS 8 of the adopted Unitary Development Plan.

8. Notwithstanding the submitted details, prior to the commencement of any drainage works on site, full details of a scheme for foul and surface water drainage shall be submitted to and approved in writing by the Local Planning Authority and the approved scheme shall be fully implemented in accordance with the approved details and completed prior to the first occupation of the applicable plot being occupied.

Reason:

To ensure a suitable drainage scheme, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

9. Prior to the commencement of development (other than the demolition and clearance of Emmaville and associated below ground works for Plot 1), details of a timetable for the implementation of off-site highways works (as required by Condition 3) shall be submitted to and agreed in writing by the Local Planning Authority. The off-site highway works shall thereafter be undertaken in accordance with the agreed timetable.

Reason:

In the interest of highway safety and to ensure a satisfactory form of access and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

10. All areas shown to provide visibility splays (at junctions and forward visibility on bends) indicatively illustrated with the access arrangement plan, reference 141341-08 Rev C and within the Planning Layout Plan, reference 1537-01-Full Rev L, shall fall within land identified for highway purposes and not forming part of garden frontages or amenity areas. The details of surfacing of these visibility splays shall be submitted to and approved in writing by the Local Planning Authority, prior to their construction and the visibility splays shall be maintained at all times thereafter.

Reason :

In the interests of highway and public safety and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

11. Notwithstanding the submitted details, all means of enclosure associated with the development hereby approved shall be in accordance with a scheme to be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development (other than the demolition and clearance of Emmaville and associated below ground works of plot 1), which shall include a 2 metre high fence along the rear boundaries of plots 1, 48, 49, 50 and 51, together with the southern boundary of plot 52. The means of enclosure shall be implemented in accordance with the approved details prior to the development being put into beneficial use, other than the aforementioned 2 metre high fence that shall be implemented as agreed prior to commencement of development

and site clearance for units 48, 49, 50, 51 and 52 and prior to the construction of Plot 1 above ground level.

Reason:

To safeguard local visual amenities and neighbour amenities, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

12. A scheme providing for the fencing of the trees to be retained, based on the submitted Arboricultural Impact Assessment (Treescene, July 2016), and showing details of any excavations, site works, trenches, channels, pipes, services and areas of deposit of soil or waste or areas for storage shall be submitted to and agreed in writing with the Local Planning Authority prior to the commencement of development (other than the demolition and site clearance within Emmaville and below ground works of Plot 1). No development shall be commenced on site including site clearance until the approved protection scheme has been implemented and the scheme of tree protection shall be so retained on site for the duration of development works.

Reason:

In order to avoid damage to trees on or adjoining the site which are of amenity value to the area and to ensure compliance with Policies ENV11 and ENV27 of the Unitary Development Plan.

13. A landscaping scheme, to include the proposed new hedgerow shall be submitted to and approved in writing by the Local Planning Authority for the housing development hereby approved, which shall include indications of all existing trees and hedgerows on the land and details of any to be retained. The existing hedgerows to be retained shall be maintained at all times thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason:

To safeguard local visual amenities, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

14. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason:

To ensure satisfactory maintenance of the landscaped area to ensure compliance with Policies ENV11 and ENV27 of the Unitary Development Plan.

15. Notwithstanding the submitted details and prior to the commencement of any works within the site or associated with new access (other than the demolition and clearance of Emmaville and associated below ground works of plot 1), a Construction Traffic Management Plan setting out the hours of delivery, which shall be outside of the peak hours of 8:00am to 9:30am and 4:00pm to 6:00pm on any working day, together with details of the temporary construction access into the site, shall be submitted to and approved in writing with the Local Planning Authority. All construction works shall fully accord with the agreed CTMP and no other local roads shall be used by construction traffic other than that agreed 'Construction Traffic Access Route'

Reason :

In the interests of maintaining highway efficiency and public safety and to comply with the terms of Policy ENV27 of the Unitary Development Plan.

16. Notwithstanding the submitted information, no development (other than the demolition and site clearance within Emmaville and below ground works of Plot 1, which shall be demolished in accordance with the submitted 'Job Method Statement' - Cuddy Group) shall take place until there has been submitted to, approved in writing by the Local Planning Authority a Construction Environmental Management Plan (CEMP). The CEMP shall include details of how noise, lighting, dust and other airborne pollutants, acoustic barriers, vibration, smoke, and odour from construction work will be controlled and mitigated, including details of a system of wheel washing, surface water management, parking for construction workers and commercial vehicle, site materials storage, bunds and compounds and the hours of operation set out within Condition 17. The CEMP will utilise the Considerate Constructors Scheme ([www.considerateconstructorsscheme.org.uk](http://www.considerateconstructorsscheme.org.uk)). The CEMP will include a system for the management of complaints from local residents which will incorporate a reporting system. The construction of the Development shall be completed in accordance with the approved CEMP unless otherwise agreed in writing with the Local Planning Authority.

Reason:

To ensure that the construction of the development is undertaken in a neighbourly manner and in the interests of the protection of amenity and the environment and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

17. No construction work associated with the development hereby approved shall take place on the site on any Sunday or Bank Holiday or on any other day except between the following hours:

0800 – 1800 Mon – Fri  
0800-1300 Saturday



Not at all on Sundays and bank holidays

Unless such work –

(a) is associated with an emergency (relating to health and safety or environmental issues);

(b) is carried out with the prior written approval of the Local Planning Authority.

Reason:

To safeguard the amenities of local residents, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

18. Prior to their use in the construction of the development hereby approved, a schedule and samples of the proposed materials to be used shall be submitted to and approved in writing by the Local Planning Authority and the development shall thereafter be carried out in accordance with the approved details.

Reason:

To ensure a satisfactory standard of development and to ensure compliance with Policy ENV27 of the Unitary Development Plan

19. Notwithstanding the submitted details, prior to the commencement of development (other than the demolition and clearance of Emmaville and associated below ground works for Plot 1) details of the finished levels of the site and housing development hereby approved, in relation to existing ground levels, shall be submitted to and approved in writing by the Local Planning Authority and the development shall be carried out in full accordance with the approved details.

Reason:

To ensure that visual amenities are safeguarded, and to ensure the development accords with Policies ENV 1, ENV 4 and ENV27 of the Unitary Development Plan.

20. The development shall be carried out in accordance with the recommendations for mitigation and enhancements within the submitted 'Ecological Appraisal', produced by Ecology Solutions Ltd (November 2014), unless the Local Planning Authority agrees in writing to any variation.

Reason:

To safeguard protected species, in accordance with Policy ENV16 of the Unitary Development Plan.

21. Notwithstanding the submitted information, prior to the commencement of development (other than the demolition and site clearance within Emmaville and below ground works for Plot 1), a Biodiversity Management Plan shall be submitted to and approved in writing by the Local Planning Authority, which shall include details of the timings and methods of site clearance, a scheme for enhancing and maintaining biodiversity on site, a street lighting strategy to ensure protection of dark flight corridors for bats, and the locations of newt-friendly features. The submission should also include confirmation of whether there has been/is to be any application for a Protected Species Licence from Natural Resources Wales. The development shall thereafter be constructed and maintained in accordance with the approved Biodiversity Strategy.

Reason:

To safeguard protected species and enhance biodiversity, in accordance with Policy ENV16 of the Unitary Development Plan.

22. Prior to the first beneficial occupation of dwelling at Plot 1 hereby approved, details of noise mitigation protecting future occupants from noise from the A48 highway, shall be submitted to and approved in writing by the Local Planning Authority. The approved noise mitigation measures shall be implemented prior to the first beneficial occupation of the dwelling.

Reason:

In order to protect the residential amenities of the occupiers of the dwellings and in accordance with policies ENV 27 and ENV 29 of the Unitary Development Plan.

23. Notwithstanding the submitted plans, the first floor window in the rear elevation of Plot 1, the first floor window facing the neighbouring property "Kingfauns" in Plot 100 and the first floor window facing the neighbouring property "4 Ger Y Llan" in Plot 52 shall be glazed using obscure glass to a minimum of level 3 of the "Pilkington" scale of obscuration at the time of the construction and prior to the first beneficial use of those dwellings and shall thereafter be so maintained at all times.

Reason:

To ensure that the privacy and amenities of adjoining occupiers are safeguarded, and to ensure compliance with the terms of Policy ENV27 of the Unitary Development Plan.

#### Reason for Granting Planning Permission

The decision to recommend planning permission has been taken in accordance with Section 38 of The Planning and Compulsory Purchase Act 2004, which requires that, in determining a planning application the determination must be in accordance with the Development Plan unless material considerations indicate

otherwise. The Development Plan comprises the Vale of Glamorgan Adopted Unitary Development Plan 1996-2011.

**NOTE:**

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- 1. Where the work involves the creation of, or alteration to, an access to a highway the applicant must ensure that all works comply with the appropriate standards of the Council as Highway Authority. For details of the relevant standards contact the Visible Services Division, The Vale of Glamorgan Council, The Alps, Wenvoe, Nr. Cardiff. CF5 6AA. Telephone 02920 673051.**
- 2. This development is on adopted highway and therefore a Highway Extinguishment under the Highways Act 1980 will be required before work can commence. For further details please contact the Highways Department, The Vale of Glamorgan Council, The Alps, Wenvoe, Cardiff; CF5 6AA. Telephone No. 02920 673051.**
- 3. Please note that a legal agreement/planning obligation has been entered into in respect of the site referred to in this planning consent. Should you require clarification of any particular aspect of the legal agreement/planning obligation please do not hesitate to contact the Local Planning Authority.**
- 4. This consent does not convey any authorisation that may be required to gain access onto land not within your ownership or control.**
- 5. Surface water run-off from the proposed development must not connect either directly or indirectly (i.e. via any existing or proposed private drainage system) to the public foul sewer under any circumstances.**
- 6. You will note that a condition has been attached to this consent and refers to an archaeologist being afforded the opportunity to carry out a watching brief during the course of developments. It would be advisable to contact the Glamorgan-Gwent Archaeological Trust, at Heathfield House, Heathfield, Swansea, SA1 6EL. Tel: (01792 655208) at least two weeks before commencing work on site in order to comply with the above condition.**
- 7. Where any species listed under Schedules 2 or 5 of the Conservation of Habitats and Species Regulations 2010 is present on the site, or other identified area, in respect of which this permission is hereby granted, no works of site clearance, demolition or construction shall take place unless a licence to disturb any such species has been granted by the Welsh Assembly Government in accordance with the aforementioned Regulations.**
- 8. You are advised that there are species protected under the Wildlife and Countryside Act, 1981 within the site and thus account must be taken of protecting their habitats in any detailed plans. For specific advice it would be advisable to contact: The Natural Resources Wales, Ty Cambria, 29 Newport Road, Cardiff, CF24 0TP General enquiries: telephone 0300 065 3000 (Mon-Fri, 8am - 6pm).**

9. **Where the proposal requires both Planning Permission and Listed Building Consent or Conservation Area Consent work must not be commenced until both consents have been obtained.**
10. **Please note that as the tree(s) referred to in this application are not situated on land in your ownership you are strongly advised to contact the owner in order to obtain their permission as necessary prior to carrying out the works hereby approved.**

**Please note that this consent is specific to the plans and particulars approved as part of the application. Any departure from the approved plans will constitute unauthorised development and may be liable to enforcement action. You (or any subsequent developer) should advise the Council of any actual or proposed variations from the approved plans immediately so that you can be advised how to best resolve the matter.**

**In addition, any conditions that the Council has imposed on this consent will be listed above and should be read carefully. It is your (or any subsequent developers) responsibility to ensure that the terms of all conditions are met in full at the appropriate time (as outlined in the specific condition).**

**The commencement of development without firstly meeting in full the terms of any conditions that require the submission of details prior to the commencement of development will constitute unauthorised development. This will necessitate the submission of a further application to retain the unauthorised development and may render you liable to formal enforcement action.**

**Failure on the part of the developer to observe the requirements of any other conditions could result in the Council pursuing formal enforcement action in the form of a Breach of Condition Notice.**

Dated: **DRAFT**

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Head of Regeneration and Planning

**IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES  
ATTACHED TO THIS FORM.**



## **SECOND SCHEDULE**

### **The Owner's Covenants with the Council**

#### **1. PUBLIC OPEN SPACE**

- 1.1 Prior to Commencement of Development, to submit to the Council for its approval details of a Public Open Space Scheme including a schedule for its implementation and future maintenance (such approval not to be unreasonably withheld or delayed) such scheme to include:
- 1.1.1 the provision of the first LAP on the date of Occupation of the 2<sup>nd</sup> Dwelling; and
  - 1.1.2 the provision of the second LAP and the LEAP on the date of Occupation of the 70<sup>th</sup> Dwelling.
- 1.2 The scheme approved pursuant to paragraph 1.1 above shall be implemented in accordance with the approved details and be maintained to adoptable standards for at least 20 years after implementation unless the Public Open Space Land is transferred to the Council pursuant to paragraph 1.3 below in which case paragraph 1.4 shall apply.
- 1.3 If, following the approval of the scheme pursuant to paragraph 1.1, the Owner submits a request in writing to the Council that the Public Open Space Land be transferred to the Council then the Council shall within 8 weeks of receiving such a request confirm in writing to the Owner whether the Council will accept such a transfer. If the Owner and the Council so agree the Public Open Space Land shall be transferred to the Council free of charge in accordance with the provisions of paragraph 1.4 below.
- 1.4 In the event that the Owner and the Council agree for the Public Open Space Land to be transferred to the Council, the following provisions will apply:
- 1.4.1 following the completion of the Public Open Space Scheme pursuant to paragraph 1.1, the owner will notify the Council in writing that the Public Open Space Scheme has been completed within 10 working days of its completion;
  - 1.4.2 the Council shall within 10 working days of the receipt of such notice inspect the Public Open Space Scheme and either:
    - a) Issue the Owner a Certificate of Practical Completion confirming it is satisfied that the Owner has completed the Public Open Space Scheme to the reasonable satisfaction of the Council, or
    - b) Give instructions in writing to the Owner specifying any outstanding works which in the Council's reasonable opinion must be done before it will be in a position to issue the Certificate of Practical Completion;
  - 1.4.3 within 3 months following the issue of the Certificate of Practical Completion, the Council shall accept a transfer of the Public Open Space Land;
  - 1.4.4 during the period between the completion of the Public Open Space Scheme pursuant to Paragraph 1.1 and the transfer of the Public Open Space Land pursuant to Paragraph 1.4.3, the Owner shall maintain the Public Open Space Scheme at its own expense, to the reasonable satisfaction of the Council;
  - 1.4.5 in the event that the Public Open Space Land is transferred to the Council pursuant to paragraph 1.3, to pay to the Council the POS Commuted Sum for the future maintenance of the Public Open Space Land for a 20 year period. The POS Commuted

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Sum shall be paid to the Council on completion of the transfer of the Public Open Space Land to the Council.

- 1.5 In the event that the Owner does not seek to transfer the Public Open Space Land to the Council, or the Council do not agree for the Public Open Space Land to be transferred to the Council, the Owner shall pay the Public Open Space Contribution to the Council upon the Practical Completion of the Final Dwelling.

## **2. SUSTAINABLE TRANSPORT**

- 2.1 To pay 50% of the Sustainable Transport Contribution to the Council on the date of Occupation of the 2<sup>nd</sup> Dwelling.
- 2.2 To pay the remainder of the Sustainable Transport Contribution to the Council on the date of Occupation of the 50<sup>th</sup> Dwelling.

## **3. PUBLIC ART**

- 3.1 On or before Commencement of Development, the Owner may submit to the Council for its approval details of a costed scheme for the provision of Public Art on the Site including a schedule for its implementation.
- 3.2 If no scheme is submitted by the Owner to the Council for approval pursuant to paragraph 3.1 above to pay the Public Art Value to the Council on the date of Occupation of the 50<sup>th</sup> Dwelling as a contribution for the purposes of Public Art to be delivered by the Council.
- 3.3 Any scheme for the provision of Public Art approved pursuant to paragraph 3.1 above shall be implemented in accordance with the approved details and in any event no later than the Occupation of the 50<sup>th</sup> Dwelling.
- 3.4 In the event that the cost of implementing the approved scheme for the provision of Public Art is less than the Public Art Value, to pay to the Council the difference between the cost of implementing the approved scheme and the Public Art Value on the date of Occupation of the 50<sup>th</sup> Dwelling as a contribution for the purposes of Public Art to be delivered by the Council.
- 3.5 In the event that the approved scheme for the provision of Public Art is not implemented prior to Occupation of the 50<sup>th</sup> Dwelling to pay the Public Art Value to the Council on the date of Occupation of the 50<sup>th</sup> Dwelling as a contribution for the purposes of Public Art to be delivered by the Council.

## **4. COMMUNITY FACILITIES**

- 4.1 To pay the Community Facilities Contribution to the Council prior to Occupation of the 50<sup>th</sup> Dwelling

## **5. EDUCATION**

- 5.1 To pay 50% of the Education Contribution to the Council on the date of Occupation of the 2<sup>nd</sup> Dwelling.
- 5.2 To pay the remainder of the Education Contribution to the Council prior to Occupation of the 50<sup>th</sup> Dwelling.

## **6. AFFORDABLE HOUSING**

- 6.1 To pay 50% of the Affordable Housing Contribution to the Council on the date of Occupation of the 2<sup>nd</sup> Dwelling.
- 6.2 To pay the remainder of the Affordable Housing Contribution to the Council prior to Occupation of the 50<sup>th</sup> Dwelling.

**THIRD SCHEDULE**  
**Affordable Housing Covenants**

**PART 1**

1.1 To construct or procure the construction of the Affordable Housing Units:

- (a) in accordance with the Planning Permission;
- (b) (in respect of the Social Rented Housing only) to a standard which satisfies the Development Quality Requirements or such other mandatory standards as are set by Welsh Government at the time of construction;
- (c) (in respect of the Intermediate Housing only) to a standard which satisfies the Welsh Housing Quality Standards dated July 2008 as set out in the Fifth Schedule subject to the exemptions set out in the Sixth Schedule;

and use all reasonable endeavours to transfer the Affordable Housing Units to the RSL.

1.2 To procure that, from the date of Practical Completion of each Affordable Housing Unit it shall not be used other than for Affordable Housing and the Transfer of each Affordable Housing Unit in accordance with the provisions at Paragraphs 1.3 to 1.8 below shall contain a restriction in similar form to the Restriction which shall be registrable in the proprietorship register of the title to the Affordable Housing Unit with the intention that it shall remain as an Affordable Housing Unit in perpetuity PROVIDED THAT none of the obligations in this Deed shall:

- (a) from the date of completion of the relevant transaction:
  - (i) apply to any Affordable Housing Units which an RSL or the Council shall be required to dispose of pursuant to a right to acquire under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any substitute right applicable or shall be required to sell to a tenant with the benefit of a voluntary purchaser grant provided under Sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation);
  - (ii) apply to any Affordable Housing Unit demised by way of a shared ownership lease where the lessee or any assignee of such lease has staircased his interest in that unit such that he acquires one hundred per cent (100%) of the equity in that unit and either takes a transfer of the freehold reversion or directs that the freehold reversion is transferred to a third party or (in the case of a flat) acquires one hundred per cent (100%) equity share in the lease of the flat and takes a new non-Affordable Housing lease of the flat or retains the existing lease;
  - (iii) until the date of resale referred to below apply to any Affordable Housing Unit where the owner wanting to transfer his shared equity interest has complied with the nomination provisions (if any) and has first offered to sell his shared equity interest to a nominee of the RSL but the RSL has been unable or unwilling to provide a nominee within the time period specified or such nominee has not exchanged contracts to acquire or not acquired the lessee's interest within the time period specified;
- (b) be binding on any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty.

- 1.3 No more than 50% of the Market Housing Units shall be Occupied until the Affordable Housing Units have been Transferred to the RSL or constructed and the Owner has acted in accordance with 1.3(a) and 1.3(b) below.
  - (a) the Owner has served a Sale Notice on an RSL and offered to sell the Affordable Housing Units to the RSL pursuant to the provisions of this Agreement; and
  - (b) the Owner has served a copy of the Sale Notice on the Council's Head of Housing at The Alps, Alps Quarry Road, Wenvoe, Vale of Glamorgan CF5 6AA.
- 1.4 The RSL may accept the offer referred to in paragraph 1.3 above by signing and returning a copy of the Sale Notice to the person who served it upon them within the Notice Period.
- 1.5 The Owner shall use reasonable endeavours to ensure that the Transfer of the Affordable Housing Units to the RSL shall be completed upon the terms set out in this Third Schedule within three months of the date of the Sale Notice or if later within 10 Working Days after Practical Completion of such Affordable Housing Units.
- 1.6 If having accepted the offer in accordance with 1.4 an RSL is unable to complete its purchase within the period set out in paragraph 1.5 then the Owner shall serve written notice on the Council within one month of the end of the period referred to in Paragraph 1.5 giving the Council three months within which to complete the purchase of the Affordable Housing Units(s) itself or procure the purchase of it by an RSL.
- 1.7 If the Council or an RSL fails to complete the purchase within the three month period set out in paragraph 1.6 then each relevant Affordable Housing Unit may be disposed of free from the obligations set out in this Third Schedule and the Affordable Housing Contribution shall be paid to the Council within 28 days of the completion of the sale of each relevant Affordable Housing Unit on the open market.
- 1.8 On completion of the transfer or lease of each Affordable Housing Unit the Owner shall procure that an NHBC (or other new homes warranty provider that is approved by the Council of Mortgage Lenders) certificate is issued to the purchaser.
- 1.9 Except where paragraph 1.7 applies, the party disposing of any Affordable Housing Unit shall procure that the Affordable Housing Unit shall benefit from the following:
  - (a) a covenant to construct roads and footpaths to serve the Affordable Housing Units;
  - (b) full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Unit;
  - (c) a covenant to construct drains and sewers to serve the Affordable Housing Unit;
  - (d) full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Unit all such services to be connected to the mains;
  - (e) such other rights or covenants as may reasonably be required to be provided that such rights or covenants are (unless necessary for the proper development of the Site) no more onerous than the covenants imposed by the transfers of the Market Housing Units.

## **PART 2**

### **Chargee's Duty**

1.10 The Chargee prior to seeking to dispose of any Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months prior notice in writing to the Council of its intention to dispose and:

- (a) In the event that the Council responds within 2 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;
- (b) If the Council or any other person cannot within 2 month of the date of service of its response under paragraph 1.10 (a) secure such transfer then provided that the Chargee shall have complied with its obligations under this Part 2 the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) as Market Housing Units free of all of the obligations set out in this Agreement and the Chargee shall Provided That if there are sufficient sums remaining from the proceeds of sale following the redemption of the legal charge plus interest accrued and all associated fees then the Chargee shall pay to the Council the Affordable Housing Contribution in respect of each Affordable Housing Unit(s) being the subject of any Disposal by the Chargee and in the event that there are insufficient funds remaining from the proceeds of sale as aforesaid to pay the full amount of the Affordable Housing Contribution due the Chargee shall pay to the Council the balance of the proceeds of sale remaining following the redemption of the legal charge amount plus interest together with all associated fees;

PROVIDED THAT at all times the rights and obligations in this clause 1.10 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

## **FOURTH SCHEDULE**

### **The Council's Covenants**

1. The Council hereby covenants, to use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
2. The Council covenants that it will pay to the payee, such amount of any payment made to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within five years (or ten years in respect of the Affordable Housing Contribution) of the date of receipt by the Council of such payment together with any Interest accrued thereon for the period from the date of payment to the date of refund such repayment to be made within 10 Working Days of a written request for repayment being made by the relevant Party or his successor or the payee to the Council.
3. In the event of a disposal in accordance with Paragraph 1.10(b) of Part Two of the Third Schedule the Council shall consent to and assist the Chargee or the person exercising their right to acquire or right to buy or staircasing out as the case may be in the removal of the Restriction on the Affordable Housing Unit being disposed of without delay.

**FIFTH SCHEDULE**  
**WELSH HOUSING QUALITY STANDARDS**

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Llywodraeth Cynulliad Cymru  
Welsh Assembly Government

# The Welsh Housing Quality Standard

Revised Guidance for Social Landlords on Interpretation  
and Achievement of the Welsh Housing Quality Standard

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July 2008



**HOUSEMARK**  
Y 2008

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# Overview of the Welsh Housing Quality Standard

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'Better Homes for People in Wales' states the National Assembly for Wales' vision that "all households in Wales ... shall have the opportunity to live in good quality dwellings that are:

1. in a good state of repair
2. safe and secure
3. adequately heated, fuel efficient and well insulated
4. contain up-to-date kitchens and bathrooms
5. well managed (for rented housing)
6. located in attractive and safe environments
7. as far as possible suit the specific requirements of the household (e.g. specific disabilities)"

The Welsh Assembly Government is committed to bringing all existing social housing up to the Welsh Housing Quality Standard by the end of 2012.

# Background and purpose of the Revised Guidance

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The Welsh Housing Quality Standard (the Standard) was introduced in 2002 and subsequent progress and implementation by landlords has been variable. There have been calls from landlords for help in defining aspects of the Standard that are seen as interpretive.

In 2004 HouseMark was approached by Cardiff City Council followed by a number of local authorities to provide additional guidance in interpreting the Standard. As a result, HouseMark invited key stakeholders from across the social housing sector, including representatives from the Welsh Assembly's Housing Directorate, to form a technical steering group to provide further clarification to the Guidance.

HouseMark and the Welsh Assembly Government would like to thank the following organisations for their valuable input into the revision of this Guidance:

- Cardiff City Council Housing Department for their initial request for HouseMark to undertake this piece of work
- The Technical Steering group comprising the Welsh Local Government Association, representatives of local authorities, representatives of housing associations and Community Housing Cymru
- Welsh Local Government Data Unit

In parallel with the working party, the Living in Wales Property survey 2004 (LIW) included an assessment on a sample basis of progress against the measurable items within the Standard. The results reported in June 2006, showed poor progress with only 0.8% of Registered Social Landlord (RSL) dwellings, and no Local Authority (LA) dwellings, complying with the measurable aspects of the Standard.

The experience gained in measuring progress against the Standard during the LIW survey and the experience gained from social landlords' implementation of the Standard, have been used to inform this Revised Guidance.

## Updates in the Revised Guidance

This Guidance provides updates to the original guidance in several ways:

### Changes to legislative requirements and responsibilities

The Housing Act 2004 changed the way in which landlords assessed the standard and safety of their dwellings. The Act replaced the Fitness Standard with the Housing Health and Safety Rating System (HHSRS). Landlords will need to include HHSRS into their inspection process and stock condition surveys. 'The new system links house conditions with the health and safety of the occupants' (source: Housing Health and Safety Rating System Operating Guidance).

### Clarification on the Minimum Requirements through an expanded interpretation section

The issues raised around interpretation of the Minimum Requirements have been dealt with through the introduction of an interpretation section for each element incorporated into the Standard. The intention is to reduce inconsistency in interpretation and clarify the purpose of the Minimum Requirements.

## How to use the document

This document has been revised to help social landlords understand and interpret the elements of the Welsh Housing Quality Standard as well as the planning and monitoring that needs to take place on a continuous basis.

The first six sections of the document set out the policy context to the Standard, and provide some useful information for the timetabling, planning and implementation of improvement programmes to meet the Standard.

Section seven sets out the Standard itself and is broken down into seven main parts numbered 1-7. For each part of the Standard, readers will find:

- the text of the Standard
- the Minimum Requirements expected for a dwelling to meet the Standard

- interpretation guidance on the Minimum Requirements. This section also includes good practice references pointing some additional good practice resources and organisations. The good practice references are not mandatory and will be updated as and when further resources and good practice examples become available

The purpose of including interpretation within each part is to expand upon the Minimum Requirements and provide a detailed explanation of the elements within the Standard.

Section eight is the Assessment section. This provides guidance on how to assess dwellings against the Standard and each element contained within the Standard. Section nine provides updated guidance on carrying out stock condition surveys.

Appendix 1 includes Standard Layout Drawings for Furniture and Appendix 2 provides a table for determining Nominal Occupancy of dwellings and worked examples according to floor space. Appendix 3 provides a 'Standard checklist' as a quick reference point for landlords.

## The Welsh Assembly Government's objectives

In July 2001 the National Assembly approved the National Housing Strategy for Wales 'Better Homes for People in Wales'.

'Better Homes for People in Wales' sets out the Welsh Assembly Government's long-term vision for housing in Wales. Central to that vision is the expectation that all households in Wales shall have the opportunity to live in good quality homes. To achieve this, the physical standard and condition of existing housing must be maintained and improved to the Welsh Housing Quality Standard.

The Standard has been developed to provide a common target standard for the physical condition of all housing in Wales.

The Welsh Assembly Government recognises that the Standard represents a major challenge for the social housing sector in Wales, but believes that aiming for anything less than the Standard would mean that second best is acceptable for the people in Wales. The Welsh Assembly Government therefore expects all social landlords in Wales to adopt the Standard and to devise realistic programmes for bringing all of their dwellings up to it by the end of 2012.

As part of the 'One Wales' agenda, the Welsh Assembly Government will keep the WHQS under review. Where, having secured the agreement of their local populations, individual local authorities put forward a case for compliance with the WHQS to be achieved through an extended compliance timetable, and where applications are backed by a robust business plan, the Assembly Government will consider such applications on their individual merits.

Guidance for social landlords on the assessment process and achievement of the Standard explains what social landlords will need to do in order to meet the Standard. A number of useful publications, as sources of good practice are listed in each section of the Good Practice Guidance.

The guidance is intended to help social landlords interpret and implement the Welsh Assembly Government's requirements in relation to the physical standards of their existing dwellings and their improvement.

Whilst the Standard and minimum requirements remain constant, the guidance document may evolve over time to include more examples of good practice and illustrations to guide interpretation.

# Understanding Minimum Requirements

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The Standard will ensure that dwellings are of good quality and suitable for the needs of existing and future residents. It is recognised that it will not be economically or practically feasible to bring all existing dwellings up to the standard expected in a modern dwelling.

Minimum Requirements which develop the Standard in greater detail are considered to be an acceptable minimum. Each element of the Standard has been categorised as either a Primary or Secondary element:

- a Primary element is one that impacts on the safety of the residents
- a Secondary element is more focussed around the comfort of the residents

The requirements are not intended to be exhaustive and social landlords should always consider whether they are satisfied that the best possible solution has been achieved.

# The Milestones

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Social landlords are expected to carry out an assessment of the stock in relation to the Standard, analyse the information, and plan the management of their property assets as part of their normal business and financial planning.

This will ensure that landlords are aware of the work required to meet the Standard, their future liabilities, when dwellings and their components are forecast to be replaced and when funds need to be in place to meet these liabilities.

In developing programmes, social landlords should take account of the views and aspirations of residents. However, in doing so, social landlords should not raise their residents' concerns unnecessarily about the future of their homes. The programme should be the product of dialogue and mutual understanding through the development of initiatives such as the Wales Programme for Improvement and Tenant and Resident Participation Compacts.

Social landlords should plan to integrate their various policies and strategies for responsive and planned maintenance, estate improvements, improving energy efficiency, void management and re-let works. The outcome of this will determine the corporate targets and objectives within the overall framework of the Standard and be a key factor in the business planning process. This will lead to the development of an improvement programme that takes into account the views of their tenants, but should, in the main, set priorities on the basis of tackling the worst dwellings first.

The following are elements or 'Milestones' of the social landlord's programme to meet the Welsh Housing Quality Standard by the end of 2012.

## **By the end of 2002, landlords should have:**

- established the current state of their housing stock relative to the Standard based on best available information
- estimated the investment needs to achieve the Standard
- assessed the work programmes necessary to meet the Standard

## **By the end of 2006:**

- landlords should have gathered comprehensive information on the whole of their housing stock. Gathering data on stock condition is a priority to inform and enable the assessment process. Further information on undertaking stock condition surveys can be found in section five

## **By the end of 2007 landlords should have:**

- completed their tenant consultation on the draft programme
- finalised and implemented a programme for the repair and improvement of the stock
- updated the Business Plan to include the tenant consultation results and the repair and improvement programme

## **By the end of 2012 landlords should have:**

- reviewed and monitored the programme as a part of the business planning process
- confirmed that all of their housing stock meets the Standard

# What social landlords need to do to meet the Milestones

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## Complete tenant consultation on the draft programme

The Welsh Assembly Government recognises that to foster pride, belonging and 'ownership', tenants and residents should be encouraged to take the opportunity to be involved in making any decisions that affect their community and environment.

The precise process social landlords should go through to put together their programme for repairs and improvements is a matter for the individual landlord, but it must include tenant consultation.

Social landlords should develop a draft programme after the analysis of data on current standards and condition, estimated costs, financing requirements and an established set of priorities. The Welsh Assembly Government will expect the social landlord to consult with, and show its tenants how it has arrived at its draft programme, the choices made and how the views and priorities of their tenants have influenced the agreed final programme.

The Welsh Assembly Government would like to see consultation on a local level, but does not wish to over prescribe the process a social landlord should follow to achieve this. However, the joint development and update of Tenant Participation Compacts by landlords and their tenants could provide the appropriate mechanism.

Tenants should be offered the opportunity to take part in all project groups, set up by their landlord, working on assessing, implementing and monitoring progress towards achieving the Standard. Such groups should include those dealing with strategic issues such as strategy and business planning, right through to those groups deciding on the specification of components and appointment of contract partners.

Tenants should have equal status with every other participant and should share in agenda setting and decision making. Tenant representation should reflect the diversity of the communities in which they live.

The variety of methods used to elicit information from tenants on their views could include, but should not be confined to tenant's representation on project groups, a tenant aspirations survey, tenant focus groups, tenant forum and consultation with local tenant associations.

Tenants' views should be asked for on a variety of topics including current service levels, current investment, planned investment and management of their homes. If current or expected future resources are insufficient to meet legal requirements and the Standard, they should also be consulted on future management and ownership options, which would allow the landlord to meet legal requirements and the Standard. Should they wish to achieve higher tenant aspirations, then they should be consulted on the investment, management and ownership options which would allow their landlord to achieve that higher standard.

## Finalise and implement a programme for the repair and improvement of the stock

Following the consultation exercise, the landlord should prepare a draft implementation programme which sets objectives that take into account such matters as stock profile, location, tenants' views, physical constraints of the buildings, changing demographics, demand, financial constraints and its overall Business Plan. It is also important that the programme reflects local authorities' housing strategies and other relevant strategies for the reduction of crime, improvement of health, reduction of poverty, and increase in employment and training opportunities etc.

If there are dwellings where compliance with the Standard cannot reasonably be achieved, these should be identified with the reason highlighted. It is suggested that landlord assessment and reporting systems need to include the ability to monitor and report on individual dwellings which can be categorised in the following terms: 'Pass' or 'Fail'.

When assessing individual elements of the Standard it may be appropriate to assess individual elements which do not fit into Pass or Fail as 'Not Applicable' or as 'Acceptable Fail'. Further information on individual element assessment is located in Section eight - Assessment.

Undertaking improvements which fall short of the Standard, setting aside and securing of void dwellings (mothballing) and disposal of dwellings are amongst options that can be considered. From the analysis it should be possible to produce a list of work required to:

- improve the standard and condition of individual dwellings
- undertake major improvement works to groups of dwellings or estates
- enable the landlord to estimate the cost associated with these works

It will assist in the programme planning process if lifecycle renewal of components, stock, improvements and the different costs associated are kept separate. This will help to identify the different ways in which they will be funded.

### **Update the Business Plan to include the tenant consultation results and the repair and improvement programme**

The programme for repairs and improvements and the process leading up to it should be published and show the stages the landlord has gone through, highlighting the choices that have been made along the way and the rationale behind them. The programme should set out the priorities for the various items of work with a forecast of finance required and sources of finance available.

The programme will also need to be clear how it will be implemented and at what stages it will be reviewed.

The programme is unlikely to remain static. Examples of factors influencing the development and implementation of the programme could include:

- changes to statutory requirements, e.g. Building Regulations and other environmental standards
- new technologies
- people's changing needs and expectations of the standards of their homes
- the landlord's progress on implementing their strategy
- unforeseen major repairs
- changing government policy
- demographic changes
- changing housing needs and community sustainability

The Welsh Assembly Government will expect to see that landlords have provided information and consulted residents on the detail of the programme of works to their dwellings. Landlords will also be expected to take account of the needs of disabled residents and residents from black and minority ethnic communities in relation to bespoke adaptations when preparing its programme of improvement works.

#### **By the end of 2012:**

### **Review and monitor the programme as part of the business planning process**

The landlord's programme for repairs and improvements must be dynamic and responsive to changes. The programme must be reviewed annually or at such times as following an update of stock information and condition data, but must be based on the principle that all social housing stock meets the Standard by the end of 2012.

It is accepted that landlords have different recording systems and information technology to deliver reports and there is currently no single approach provided by the Welsh Assembly Government on reporting progress towards meeting the Standard that can be adopted. However, some guidance and the resources currently available are highlighted below.

A Microsoft Excel toolkit has been designed to help landlords demonstrate their intentions and plans to the Welsh Assembly Government and report progress towards the Standard via Business Plans. The Welsh Housing Quality Standard Toolkit can be accessed from the following link: <http://new.wales.gov.uk/topics/housingandcommunity/housing/social/whqs/toolkit/?lang=en>

The annual works programme should be published and made easily available to residents so that they can see what will be happening to which dwellings during the year. If feasible and expected future resources are sufficiently well known, then the landlord should publish a forward programme which sets out planned investment in years beyond the next financial year e.g. a five year plan.

# Glossary

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## Dwelling

A dwelling is any form of accommodation owned by the landlord and provided in return for rent to residents and which is used for human habitation, or intended or available for such use. It includes:

- a "house", whether it is detached, semi-detached or terraced
- a "flat", "maisonette" or "apartment"; that is a self-contained dwelling on one or more floors in a building containing other dwellings
- a "bed-sit", or "flat", and which is not self-contained. For example some facilities such as a bath or shower-room, or kitchen may be shared

Included as part of the dwelling are gardens and outbuildings for use with that dwelling. Gardens should be considered to be any outside space associated with the dwelling plot. In addition rights of way, paths, yards, easements, and common or shared parts and services necessary for the occupation and use of the dwelling, are included unless otherwise stated in the interpretation of an element.

Where the dwelling is a flat, maisonette or bed-sit, as well as including those means of access, amenities and services, the dwelling also includes any rooms, passageways, circulation areas, and facilities that are shared or used in common with others.

## Garden

A garden is an area associated with the dwelling that may consist of a hard and/or soft landscaped area. This area will be for use by the residents of the dwelling but will not normally be a shared area.

## Household Health and Safety Rating System (HHSRS)

HHSRS assesses twenty nine categories of housing hazard, including factors which were not covered or were covered inadequately by the previous Fitness Standard. It provides a rating for each hazard. It does not provide a single rating for the dwelling as a whole or, in the case of multiply occupied dwellings, for the building as a whole. A hazard rating is expressed through a numerical score which falls within a band. There are 10 bands. Scores in Bands A to C are Category 1 Hazards. Scores in Bands D to J are Category 2 Hazards.

HHSRS provides a means of identifying faults in dwellings and the potential impact of those faults on the health and safety of the occupants. It also provides a means of grading the sensitivity of dangers that may be present in dwellings and differentiating the sensitivity of those dangers and the extent of any risk to the resident.

As a minimum, the elements set out in the Minimum Requirements as being measured by HHSRS must be free from HHSRS Category 1 Hazard. Any element categorised with a HHSRS Category 1 Hazard would automatically result in the dwelling 'Failing' the Standard.

The Housing Health and Safety Rating System Guidance for Landlords can be obtained from the Welsh Assembly Government website and is free to download <http://new.wales.gov.uk/topics/housingandcommunity/using/publications/healthsafetyratingoperate?lang=en>



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## **Good condition - free from deficiency**

This definition is taken from the Household Health and Safety Rating System (HHSRS).

Deficiency: This is a failure of an element to meet the Ideal (The perceived optimum standard, at the time of the assessment, intended to prevent avoid or minimise the hazard). The failure could be inherent, such as a result of the original design, construction or manufacture, or it could be a result of deterioration, disrepair or a lack of repair or maintenance (HHSRS Operating Guidance ref: page 7).

## **Primary and Secondary elements**

Each element of the Standard has been categorised as either a Primary or Secondary element.

- A Primary element is one that impacts on the safety of the residents.
- A Secondary element is more focussed around the comfort of the residents.

See section eight - Assessment for further information.

## **Tenants and residents and occupants**

These terms are used interchangeably in some places of the document depending on the context and influence of other documents and policy statements. The meanings of the word tenant and resident for the purposes of this guidance are the same. In addition, the term occupants is used specifically in reference to the Housing Health and Safety Rating Operating Guidance.

# The Welsh Housing Quality Standard

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## PART 1

### In a good state of repair

#### The Standard

The dwelling must be structurally stable, free from damp and from disrepair. The key building components must be in good condition. The walls must be in good condition as must the roof structure and coverings. External windows, doors and chimneys must also be in good condition.

#### Minimum Requirement

All dwellings must be in a good state of repair. The assessment of whether or not the dwelling is in a good state of repair will be carried out using the Housing Health and Safety Rating System (HHSRS).

Elements that will need to be assessed are:

- 1(a) structurally stable and free from disrepair (Primary)
- 1(b) free from damp (Primary)

#### Interpretation

The elements of section one will in part be assessed by landlords using the new Housing Health and Safety Rating System (HHSRS).

##### **1(a) Is the dwelling structurally stable and free from disrepair (Primary)?**

This is referred to in the HHSRS Operating Guidance as HHSRS Hazard 29.

Key building components, which have an immediate impact on a dwelling's integrity, must be in good condition by being free from fault, deficiency and not result in an HHSRS Category 1 Hazard. These components include:

- external walls
- roof structure(s) and covering(s)
- external windows and doors
- chimneys

This hazard covers the threat of whole dwelling collapse, or of an element or a part of the fabric being displaced or falling because of inadequate fixing, disrepair, or as a result of adverse weather conditions. Structural failure may occur internally or externally within the curtilage threatening occupants, or externally outside the curtilage putting at risk members of the public (HHSRS Operating Guidance ref: pages 168-171).

All other building components that have a less immediate impact on the integrity of the dwelling must be in reasonable condition and have reasonable component life remaining.

##### **1(b) Is the dwelling free from damp (Primary)?**

This is referred to in the HHSRS Operating Guidance as HHSRS Hazard 1. This hazard assessment covers threats to health associated with increased prevalence of house dust mites and mould or fungal growths resulting from dampness and/or high humidities. The hazard incorporates threats to mental health and social well-being which may be caused by living with the presence of damp, damp staining and/or mould growth.

There are many variables to understanding the causes, likely impact and potential hazards relating to the dwelling being free from damp, which means that the assessment should be one of professional judgement rather than measurement. Consideration should be given to the design, condition and state of repair of the dwelling. The location, extent and duration of any dampness identified are important determinants of the effect it may have on dust mite populations and mould growth, and the consequent potential for harm (HHSRS Operating Guidance ref: pages 48-53).

**PART 2****Safe and secure****The Standard**

Staircases are a frequent source of accidental injury, particularly to elderly people and young children and every opportunity must be taken to improve safety. There is a high risk of accidents in kitchens and bathrooms that can be reduced by careful consideration and improvement of the layout.

Fire can cause death or serious injury and every opportunity must be taken to improve existing installations to ensure easy escape routes and sufficient fire alarms are provided.

Electrical and gas installations in poor condition are a frequent cause of injury. Inadequate and poorly located outlets can be inconvenient and dangerous. Inadequate heating installations can cause discomfort and be detrimental to good health. All opportunities must be taken to modernise existing installations and ensure they are safe.

An inadequate level of security increases the fear of crime and makes people feel insecure in their own dwellings. All dwellings must provide tenants with a reasonable level of physical security and every opportunity to improve the physical security through the provision of locks and other hardware should be taken.

Poorly enclosed and laid out gardens may be unsafe and inconvenient for the occupants. All opportunities must be taken to make gardens safe and suitable for young children to play in, convenient to use, easy to maintain and reasonably private.

**Minimum Requirement****Stairs and landings**

- 2(a) Stairs must have at least one handrail and not be considered hazardous (Primary).

**Kitchens and bathrooms**

- 2(b) The kitchen should have adequate space for appliances (Secondary).

- 2(c) The kitchen should be a well organised working area with adequate work surfaces for resting pans and food preparation (Secondary).
- 2(d) The kitchen should have sufficient storage to meet the needs of the residents (Secondary).
- 2(e) The kitchen should have sufficient and conveniently located power sockets (Secondary).
- 2(f) The dwelling should have flooring suitably designed for kitchens and bathrooms, and, where necessary, flooring suitable for use in wet areas (Secondary).

**Fire escape**

- 2(g) The dwelling should have an external fire escape (Secondary).
- 2(h) The dwelling must have adequate fire alarms and equipment (Primary).
- 2(i) The dwelling should have an escape route from the rooms used for sleeping to an external door which does not pass through another room (Secondary).
- 2(j) The dwelling must have a suitably located, mains powered, smoke alarm (with a back up secondary power source such as a sealed lithium battery) on each floor (Primary).
- 2(k) The dwelling should not have windows fitted with locks with an automatic locking action in rooms used for sleeping. (Secondary).

**Electrical installations, heating installations and appliances**

- 2(l) The gas, solid fuel or oil service and safety inspection certificate must be current. All heating installations and appliances must be checked and certified safe by an appropriately qualified person at least annually and as required by law (Primary).
- 2(m) Electrical lighting and power installations must be checked and certified safe by an appropriately qualified person at least every 10 years as a minimum (Primary).

## Security

- 2(n) The dwelling must have a reasonable level of physical security (Primary).

## Outside the dwelling

- 2(o) All opportunities must be taken to make gardens safe and suitable for young children to play in, easy to maintain and reasonably private (Primary).

## Interpretation

### 2(a) Is the staircase and balustrade safe (Primary)?

This is referred to in the HHSRS Operating Guidance as HHSRS Hazard 21.

Staircases and balustrade must be free from deficiency and be free from HHSRS Category 1 hazard. This is referred to in the HHSRS Operating Guidance as HHSRS Hazard 21 (HHSRS Operating Guidance ref: pages 133 - 138).

For example, a staircase must have at least one handrail and must not be considered hazardous. Where winders have been used or where the pitch is very steep, structural modification or replacement may be required. Where safety can be materially improved at modest cost (for example, by adding an extra handrail), this ought to be considered.

#### For good practice reference: safety in the home

There are in excess of two million injuries from accidents in the home each year many due to trips and falls. Dwellings should be designed and maintained to reduce the risk of accidents and all opportunities should be taken by landlords to improve building related safety.

The Building Research Establishment Centre for Safety Health and Environment publish a Digest (458) 'Safe as Houses' that provides a useful checklist: [www.bre.co.uk](http://www.bre.co.uk)

### 2(b) Is there adequate space for kitchen appliances (Secondary)?

Kitchens should have 600mm wide spaces for a cooker and a refrigerator and enough clear space in front of the cooker and other units and appliances to operate safely (1200mm in front of the cooker, otherwise 1000mm).

Kitchens should be sensibly and logically laid out with a minimum walking distance between major working areas. To plan a practical kitchen, employ the 'Work Triangle'. The 'Work Triangle' is formed by putting units and appliances, with appropriate work surfaces, in such a position as to allow the user to work in a logical sequence through the major work areas (food storage, preparation, washing/cleaning, cooking and serving). Ideally the length of the three sides of the triangle, when added together ought to be between 3600mm and 6600mm.

The space for a refrigerator can be located in a utility area.

### 2(c) Is the work surface sufficient for safe food preparation (Secondary)?

Kitchens should have an adequate work surface for safe and convenient food preparation. Additionally, the work surface should be permanent, non-porous and a minimum of 500mm deep, 800mm along the front edge if straight or 1000mm if 'L' shaped.

### 2(d) Is the cupboard storage convenient and adequate (Secondary)?

Kitchens should have convenient and adequate storage cupboards for food, crockery and pots and pans. This should be 1.1m<sup>3</sup> in a two person dwelling, increasing by 0.2m<sup>3</sup> for each additional person as determined by Nominal Occupancy referred to in Part 7 of this section.

### 2(e) Is the number of convenient power sockets in the kitchen sufficient (Secondary)?

Kitchens should have at least one convenient power socket close to the main food preparation worktop in addition to that used for the refrigerator.

**2(f) Is the flooring in the kitchen and bathroom safe and suitable for use (Secondary)?**

Kitchens and bathrooms should have flooring that is safe and suitable for use in these rooms. Where necessary flooring should be safe and suitable for use in wet areas. Untextured linoleum or vinyl is not suitable.

**For good practice reference: bathroom safety**

When planning a new bathroom, safety within the bathroom environment is an important consideration. Due to the close proximity of water, heat and electricity there are a number of safety hazards that need to be considered.

Bathrooms are quite often small rooms with confined space; careful planning and the installation of helpful safety features can help to diminish the risk of accidents occurring, for example:

- water and condensation cause slippery surfaces. The installation of non-slip mats or surfaces inside the bath, together with the fitting of grab rails at suitable positions could reduce the risk of nasty falls
- hot water can cause burns and the temperature of the water should be considered carefully. Consider whether there will be any dramatic change in temperature should other water appliances be used around the house
- all light fittings operated from within the bathroom should be fitted with a pull cord. If a light switch is used, it should be situated outside the bathroom
- any electric heaters should be fitted with fixed and permanent wiring. Electric heaters should be situated out of reach of the bath

**2(g) Is there an external fire escape (Secondary)?**

The dwelling should have an external fire escape where there is habitable space more than 7.5m above ground level and there is only one protected stairway or route, or comply with a Fire Officer's alternative recommendations for an additional fire escape route.

**2(h) Are there adequate fire alarms and equipment (Primary)?**

Common areas of flats must have adequate fire alarms and equipment as defined in current Building Regulations Part B.

**2(i) Do rooms used for sleeping have escape routes not passing through another room (Secondary)?**

Dwellings should be easy to escape from by having an escape route from the rooms used for sleeping to an external door which may be via a landing and staircase to a front door, back door or fire escape. Rooms used for sleeping which cannot be normally exited except by passing through another room should be capable of providing an alternative means of escape as agreed with the Fire Officer.

**2(j) Are mains powered smoke detectors on each floor (Primary)?**

Dwellings must have a suitably located, mains powered (with a back up secondary power source such as a sealed lithium battery) smoke alarm on each floor.

**2(k) Are window locks without automatic locking action in rooms used for sleeping (Secondary)?**

Dwellings should not have windows fitted with window locks with an automatic locking action in rooms used for sleeping. This could pose an obstacle to escape.

**2(l) Is the gas, solid fuel or oil service and safety certificate up-to-date and have all heating installations and appliances been checked and certified safe by an appropriately qualified person as required by law (Primary)?**

Gas, solid fuel, oil heating installations and appliances must have a current safety certificate which has been issued by an appropriately qualified person.

Additionally current regulations require landlords to ensure landlord supplied electric appliances are certified safe. The regulations impose the obligation on the supplier of such goods to ensure that they are 'safe' so that there is no risk of injury or death to humans or pets, or risk of damage to property. The regulations cover all mains voltage household electric goods including cookers, kettles, toasters, electric blankets, washing machines, immersion heaters, etc. It is generally accepted good practice that landlords will inspect appliances:

- when first supplied
- annually
- at the beginning of each new tenancy

**2(m) Have electrical lighting and power installations been checked and certified safe by an appropriately qualified person (Primary)?**

Electrical lighting, wiring and power installations should be checked and certified safe by an appropriately qualified person as required by law.

**For good practice reference: electrical installations, heating installations and appliances**

The Institution of Electrical Engineers recommends that electrical installations be inspected at least once every 10 years (every five years for Houses in Multiple Occupation) or as required by law. The Landlord and Tenant Act 1985 also requires landlords to ensure electric installations are safe at the beginning of the tenancy.

Under-provision of power sockets will lead to dangerous overloading of circuits with adapters and excessive use of trailing flexes and extension leads.

The following is the minimum provision of power sockets in a new home. Where a home is being rewired it is recommended that the minimum requirements set out below are complied with:

Room Type	Minimum No. of Sockets
Living rooms	4 double in houses and in flats
Dining rooms	2 double or 1 double in the dining area of a kitchen/ dining room
Double and twin bedrooms	3 double
Single bedrooms	2 double
Halls and landings	Further single sockets are required

**2(n) Do external doors and windows give a reasonable level of physical security (Primary)?**

External doors and windows must have a reasonable level of physical security. A "reasonable level of security" is defined as being capable of complying with Secured By Design (SBD), although may not necessarily have an SBD certificate.

Where it is necessary to replace doors, windows or fencing, the replacements must comply with the Police Force's 'SBD specification and be certified as such.

On replacement landlords should consider a 'door set' which complies with SBD.

SBD is the Police initiative to encourage the adoption of crime prevention methods in new and existing housing and aims to achieve a good standard of security for both the dwelling and the surrounding environment. In summary the Secured By Design standard for new properties and the Secured By Design standard for refurbished properties (as agreed with the local Police Architectural Liaison Officer) would normally include:

**For good practice reference: security**

**Doors**

- Doors and locks complying with BS: PAS 23-1: 1999, BS: EN 1303:1998, BS 3621:1998, BS: PAS 24-1: 1999, LPS 1175: Issue 4, 1998.
- Door chains or opening limiters, except warden controlled housing which should be discussed with the local Police Architectural Liaison Officer.
- Door viewer unless the door includes unobscured glazing.
- A letter plate located at least 400mm away from any locks, or if not possible a letterbox aperture to BS2911/1974 (1980), or if not possible another measure preventing access to door locks via the letter plate.
- Glazed panels, adjacent to external doors, must be laminated (outer pane) to a minimum of 6.4mm and securely fixed in accordance with GGF guidelines.
- Door frames should be securely fixed to the structure of the building at maximum 600mm centres and 300mm from each corner.
- Recessed doors in excess of 600mm should be avoided.

Secured By Design: Standards and Testing: Doors & Locks (<http://www.securedbydesign.com/standards/doorslocks.aspx>)

**Communal entrance doors**

- Communal entrance doors, should in addition, have an automatic closing and be fitted with an automatic deadlocking lock, with an internal thumb turn, knob or handle. External entry must be by latch withdrawal by use of the key, not by lever. On outward opening door's hinges should be protected by hinge bolts or similar.
- Where four or more flats are served by a common entrance the doors must be fitted with an access control system, with an electronic lock release and entry phone linked to the flats.
- Where nine or more flats are served by a common entrance consideration must be given to the use of CCTV, for facial identification, to be used in conjunction with the unit access control release or concierge system.

**For good practice reference: security continued**

**Windows**

- Windows complying with BS: 7950, BS 4873: 1986, BS 7412:1991, BS 644-1: 1989, BWF:TWAS, BS 6510: 1984, LPS 1175: Issue 4, 1998.
- Ground floor windows and those that are easily accessible to entry must have key operated locks. Where necessary, opening restrictors or similar built-in mechanisms will be required. Where windows are required under the Building Regulations to act as a fire escape route, the opening window must not have key operated locks. In these circumstances glazing must be laminated to 6.4mm minimum thickness.

Secured By Design: Standards and Testing: Windows (<http://www.securedbydesign.com/standards/windows.aspx>)

**Security lighting**

- Security lighting should be designed to cover all external doors and other vulnerable areas, such as rear garden, controlled by photo electric cell, a time switch or passive infra red detector. Low consumption lamps should be used and positioned to reduce glare, light pollution and possible attack. Similar provisions are required to light common entrances, corridors to flats / maisonettes - press button time switches are not recommended.

**Intruder alarms**

- Intruder alarms - a 13 amp non switched fused spur should be installed. If the landlord chooses to install an alarm it should be in accordance with BS4737 (wired system) or BS6799 (wireless system). All installations should comply with the current electrical regulations.

**2(o) Is the rear garden easy to maintain, reasonably private, safe and suitable for young children to play in (Primary)?**

The rear garden must be easy to maintain. This should be assessed in relation to the intended occupants and will consider issues such as:

- poor design
- space constraints
- steep topography

The rear garden must be reasonably private. For example:

- landlords must ensure gardens have proper/secure boundaries. Secured By Design guidance advises that easy access to the back and sides of the dwelling can be prevented by the provision of locked gates. The use of post and wire fences, low level shrubs or walls is not considered suitable. Trellis topping also makes climbing difficult and will add security.

The rear garden must be safe and suitable for young children to play in. This also includes allowing supervision from the dwelling. Issues that may be considered in relation to this element are:

- boundaries should be suitable to prevent children leaving the garden and should not encourage climbing
- if the garden is on an incline, the landlord must ensure that the retaining walls are structurally stable and have an appropriate guard rail/balustrade
- ensure pathways are even and unobstructed

Landlords will have to assess each garden individually and where possible undertake improvement works despite constraints.



**PART 3****Adequately heated, fuel efficient and well insulated****The Standard**

All dwellings must be capable of being adequately heated at an affordable cost to the residents. Dwellings with inadequate heating cause discomfort and can pose a health risk.

Whether the dwelling can be adequately heated depends on the cost of providing the heat required and the ability of the resident to afford it. The eradication of fuel poverty, the inability to afford to heat one's dwelling, is a strategic priority for the Welsh Assembly Government as set out in 'Better Homes for People in Wales'.

Landlords need to consider whether or not a dwelling is deemed to be adequately heated, fuel efficient and well insulated.

Meeting the cost of heating bills can be difficult for many residents. Landlords should do whatever they reasonably can to minimise the cost of heating dwellings to a comfortable level.

**Minimum Requirement**

- 3(a) Heating systems must be reasonably economical to run and capable of heating the whole of the dwelling to a comfortable level in normal weather conditions (Primary).
- 3(b) External doors and windows must be sufficiently well fitting so that they do not cause severe draughts (Primary).

- 3(c) The main entrance door should not open directly into the living room (Secondary).
- 3(d) The hot water tank must be effectively insulated (Primary).
- 3(e) Kitchens and bathrooms should have an adequate amount of mechanical ventilation (Secondary).

**Interpretation****3(a) Is the heating system reasonably economical and capable of heating the dwelling to a reasonable level (Primary)?**

Existing heating systems must be reasonably economic to run. A "reasonably economic to run" heating system would be one that is programmable (i.e. residents can control the temperature and timing), and of a size recommended for the dwelling it serves.

The annual energy consumption for space and water heating must be estimated using the Government's Standard Assessment Procedure for Energy Rating of Dwellings 2005 (SAP 2005) method. A minimum rating of 65 out of 100 must be achieved. For further information on SAP 2005 and calculating the energy performance of dwellings go to: [www.projects.bre.co.uk/SAP2005](http://www.projects.bre.co.uk/SAP2005).

Lack of adequate ventilation and poor thermal performance of external walls and windows, in addition to inadequate background heating levels, are significant contributors to condensation in older dwellings. Of particular concern are kitchens and bathrooms in which large amounts of moisture are generated. All cost-effective opportunities to upgrade the thermal and ventilation performance of the dwelling must be taken.

Other factors that will impact on the overall SAP for the energy rating of a dwelling are as follows.

■ Loft insulation

It is recommended that at least 200 mm of glass wool insulation, or the thermal equivalent, is provided in the loft. Whenever replacing or topping up existing insulation this thickness could be reduced when using materials with greater insulation, such as thermal quilting.

■ Ensuring that all the pipes and tanks in the roof space are lagged

All pipes and tanks in the roof-space should be lagged. 20-25mm is the minimum thickness of pipe insulation that should be used. There are two types of insulation. The preferred industry type is pre-formed foam cylinders that are split along their length so that they can be easily slipped onto the pipe. Insulating tape is used to seal the splits and join the sections. If using the pre-formed cylinders is not practical, then felt can be used. This should be double thickness and closely wrapped to the pipe.

■ Ensuring that the thermal performance of the external walls is adequate to avoid the likelihood of condensation

All necessary steps should be taken to ensure the thermal performance of external walls is adequate to avoid the likelihood of condensation.

**3(b) Are external doors and windows adequately draught proofed (Primary)?**

External doors and windows must be sufficiently well fitting so that they do not cause severe draughts without reducing background ventilation. Additional draught stripping may be considered adequate.

**3(c) Is the living room separated from the main entrance door (Secondary)?**

The main entrance door should not open directly into the living room. The provision of a lobby area in a living room entered directly by the front door will cut down on unnecessary heat loss.

**3(d) Is the hot water tank effectively insulated (Primary)?**

The hot water tank must be effectively insulated. A factory foam jacket would be considered adequate. Existing unlagged hot water tanks should have a jacket fitted. This should cut heat loss by around 75%. If there is already a jacket fitted to the hot water tank, it should be at least 75mm (3") thick. If not, it should be replaced with a new heat saving one.

**3(e) Is there adequate mechanical extract ventilation in the kitchen and bathroom? (Secondary)?**

There should be adequate mechanical extract ventilation in the kitchen and bathroom to minimise condensation.

**For good practice reference: energy performance and insulation**

Emerging best practice information on heating thermal insulation and ventilation is available at: [www.energysavingtrust.org.uk](http://www.energysavingtrust.org.uk)

**PART 4****Contain up-to-date kitchens and bathrooms****The Standard**

All dwellings must have reasonably modern facilities, services and amenities.

There must be adequate facilities for preparing, cooking and storing food.

The kitchen must be 15 years old or less, unless in good condition and meet the safety, space and layout criteria, designed in accordance with Minimum Requirements.

All dwellings must have bathroom and WC facilities which are 25 years old or less, unless in good condition and include fittings as stated in Minimum Requirements.

**Minimum Requirement****Kitchens**

4(a) The dwelling must have a kitchen 15 years old or less unless it is in good condition (Primary).

**Washing and drying clothes**

4(b) The dwelling should have adequate facilities for washing, drying and airing clothes (Secondary).

**Bathroom and WC facilities**

4(c) The bathroom and WC facilities must be 25 years old or less, unless it is in good condition (Primary).

4(d) The dwelling must have a bathroom with a bath and shower which may be an over bath shower (Primary).

**Interpretation****4(a) Is the kitchen 15 years old or less, unless in good condition (Primary)?**

All dwellings must have a reasonably modern kitchen which is free from deficiencies. Ideally the kitchen should be 15 years old or less. However, it is accepted that a kitchen may not need replacing if it is older than 15 years and it is in good condition.

The areas for consideration in assessing whether or not a kitchen is free from deficiencies are also referred to as under HHSRS as potential Hazard 16. Guidance is given here to highlight key points for consideration and to illustrate the relationship between size, layout, design and cleanability. Landlords should read the HHSRS guidance in full. Landlords need to consider whether the kitchen meets the following criteria.

**Storage**

- Properly designed food storage facilities in a good state of repair and of adequate size for the household.
- Space for fridge and freezer.
- Sufficient power sockets.

**Preparation**

- A kitchen sink, with a separate supply of cold drinking and hot water for each household and a drainer to the sink.
- A sufficient amount of impervious worktops with adjacent power sockets.
- The sinks, drainers and worktops in a good state of repair.

## Cooking

- Provision for cooking including an oven and hob (where appropriate).
- Where appropriate, adequately sized oven and/or hob having regard to the number and size of the (potential) household(s) and no disrepair to the oven and/or hob if provided.
- Sufficient space for cooking facilities - an oven and/or hob.

## Design, layout and state of repair

- Kitchen facilities should be in a properly designed room or area, laid out so as to make safe and hygienic preparation and cooking of food easy, so reducing the risk of food poisoning and promoting safe practice.
- Kitchens should be laid out so that they are easy to use, provide space for the equipment and provide storage.
- In the interest of safety they should be designed in a 'u'-shape with no through route between doors. This will not always be possible in existing dwellings but to be safe and easy to work in, the aim should be to provide an unbroken sequence of worktop - cooker - worktop - sink - worktop.
- Kitchen floors should be even and easily cleanable and worktops should have cleanable impervious surfaces. There should be seals between a sink, a drainer, or a worktop and the adjacent wall surface.
- Kitchen lighting should be adequate and ventilation should be appropriate.
- HHSRS recognizes that deficiencies with space and crowding can increase the risks associated with a number of other hazards. Small kitchens also increase the risk of accidents.

HHSRS Operating Guidance ref: pages (108-112)

### Good practice reference: kitchen layout and design

The layouts in Appendix 1 show some typical solutions for a 3 person flat and a 5 person house. The following publication is recommended as a source of good practice: BRE Housing Design Handbook - Building Research Establishment (See [www.bre.co.uk](http://www.bre.co.uk)).

In addition to the minimum standards detailed for existing kitchens, where it is necessary to create a new kitchen or to replace an existing one, it should wherever possible at reasonable cost, be designed to meet the standards of new dwellings ensuring in particular that:

- there is a work surface each side of the sink bowl, one of which may be the sink drainer
- there is a work surface each side of the cooker
- the cooker is at least 100mm from a corner base unit
- all work surfaces are at least 400mm long
- at least one double power socket provided close to the main food preparation area
- a food preparation area is provided between the sink bowl or drainer and the cooker must be at least 800mm long measured along its front edge, preferably in a straight line, and, if it has to be arranged around a corner, one front edge must be at least 1000mm long

In addition, a modern kitchen should be designed so that:

- spaces at least 600mm wide are provided for a cooker and refrigerator. In most cases 600mm wide spaces will be required for a washing machine and for a tumble dryer
- the cooker space is not in front of a window and cooker control units are offset to one side so that they can be used without reaching over the hob space

- wall cupboards are positioned at least 150mm away from the cooker space and such that they can be used without reaching over the hob
- people passing through do not have to enter "the work triangle", an imaginary triangle formed by lines drawn between the cooker, sink and fridge positions
- there are adequate and convenient storage cupboards for food, crockery and pots and pans. This should be 1.1m<sup>3</sup> in a two person dwelling, increasing by 0.2m<sup>3</sup> for each additional person as determined by Nominal Occupancy referred to in Part 7
- there are enough convenient power sockets to avoid using multi-way adaptors and trailing flexes (not less than three double sockets above worktop level in addition to those at fixed appliance positions)

#### **4(b) Are there adequate facilities for washing, drying and airing clothes (Secondary)?**

There should be adequate facilities for washing, drying and airing clothes, which include:

- space, power and plumbing for a washing machine
- provision for an external drying line
- an airing cupboard

These may be provided in communal laundry facilities e.g. in some sheltered housing schemes and multi-storey flats.

In the absence of provision for an external drying line, and no communal drying facilities, there should be provision for space, power and external venting for a 600mm wide tumble dryer. It should be positioned so that it can be vented directly to the outside air. These spaces will normally be in the kitchen, but may be in a utility area.

In dwellings where a hot water tank is present, there should be a heated airing cupboard with at least 1m<sup>2</sup> of internal slatted shelving provided.

#### **4(c) Are the bathroom and WC facilities 25 years old or less, unless in good condition (Primary)?**

The dwelling must have a bathroom and WC which are free from deficiencies. Ideally these should be reasonably modern i.e. 25 years old or less. However, it is accepted that a bathroom may not need replacing if it is older than 25 years and free from deficiencies.

The minimum requirements set out for existing bathrooms are the same for replacement and new bathrooms and should be designed in accordance with the guidance set out below.

This element is dealt with by HHSRS hazard 17. Guidance here is given to highlight key points for consideration and to illustrate the relationship between size, layout, design and cleanability. Landlords should read the HHSRS guidance in full. In terms of layout, the following factors should be considered when assess the condition of existing bathrooms.

#### **Space and layout**

- There should be a sufficient number of baths or showers and wash hand basins for the residents or potential residents.
- Houses for six or more people should have a second WC with a wash hand basin.
- Houses for eight or more people should have a second bathroom or shower room.
- Bathrooms should not be more than one storey away from the bedrooms.
- In dwellings with more than one bedroom it should be possible to reach the bathroom without passing through a bedroom.
- To provide for adequate privacy for the user, each bath or shower should be sited in a bathroom and each WC should be sited in a bathroom or separate compartment provided with a lockable door.

- 
- The WC should be provided in a naturally or artificially ventilated and lit bathroom or separate WC compartment and should not be open directly and immediately onto a space intended for the storage or preparation of food.
  - The washbasin should normally be located in or near the room containing the WC. The WC, wash-basin and bath should be readily accessible at all times without unduly compromising the privacy of the occupants.

#### **Cleanability**

Where there are deficiencies with the facilities themselves, this clearly can increase the risk from this hazard. In terms of cleanability:

- water closet basins should have a smooth and impervious surface (such as vitreous china) and be self-cleansing
- the internal surfaces of the sink should be smooth, impervious, and capable of being readily cleansed and maintained in a hygienic condition. Cracks, chips or other damage to the internal surface may prevent thorough cleansing
- wall, ceiling and floor surfaces must be cleanable

#### **4(d) Is there a shower as well as a bath (Primary)?**

The dwelling must have a bath and shower, which may be an over bath shower.

## **PART 5**

# Well managed (for rented housing)

## **The Standard**

Housing should be fairly, efficiently and well managed to address the needs of tenants as individuals and as part of a community.

## **Minimum Requirement**

This element of the Standard is not relevant to the assessment process and future financial planning at this stage.

## **Interpretation**

### **5(a) Is the dwelling fairly, efficiently and well managed?**

This element of the Standard is not relevant to the assessment process and future financial planning at this stage.

All social landlords are subject to assessment of this element through existing policy and performance management frameworks:

- RSL regulatory code of guidance
- Local Authority National and Core performance indicators
- RSL National Core performance indicators
- Local Authority Wales Programme for Improvement (WPI)
- other statutory statistical returns and performance indicators

**PART 6****Located in attractive and safe environments****The Standard**

All dwellings should be located in an environment to which residents can relate and in which they can be proud to live.

**Minimum Requirement**

All opportunities should be taken to make improvements to the immediate environment (within the property boundary) of individual dwellings and to the general environment.

Consultation with residents, results of tenant satisfaction surveys and external audits can be used to inform the process.

- 6(a) All roads and footpaths should be accessible and provide safety (Secondary).
- 6(b) There should be soft and hard landscaping (Secondary).
- 6(c) Street lighting should be adequate (Secondary).
- 6(d) There should be safe play areas for young children (Secondary).
- 6(e) Communal areas should be practical and maintainable (Secondary).
- 6(f) The dwelling should have a clearly defined boundary (Secondary).
- 6(g) Utilities should be clearly identified (Secondary).
- 6(h) Car parking should also be practically located and should be clearly visible to residents (Secondary).

**Interpretation**

The interpretation of this section is, as far as possible, consistent with the principles detailed in 'Guidance on the Interpretation of the WHQS Environmental Standard' published in June 2008.

The 'Guidance on the Interpretation of the WHQS Environmental Standard' has been produced by TPAS Cymru and Groundwork Wales and is part of a suite of documents including:

- Report on the Scope and Implementation of the Environmental Standard of WHQS
- Case Studies of approaches to business planning and implementation of the environmental standard
- Abstract from the Literature Review - Guidance on Environmental Improvements

These documents are available from:

[www.tpascymru.org.uk](http://www.tpascymru.org.uk) or [www.groundworkwales.org.uk](http://www.groundworkwales.org.uk)

Or contact:

TPAS Cymru, Transport House, 1 Cathedral Rd., Cardiff CF11 9SD

Tel: 02920 237303

Groundwork Wales, Unit G5, The Willowford, Treforest Industrial Estate, Pontypridd, CF37 5YL

Tel: 01443 844866



**6(a) Are roads and footpaths accessible, providing safety for residents, pedestrians and children (Secondary)?**

All landlord owned roads and footpaths should be accessible and provide safety for residents, pedestrians and children. This includes ensuring that:

- main roads through residential areas are clear and well used
- where it is desirable to limit access / use to residents and their legitimate visitors, features such as rumble strips, change of road surface (by colour or texture), pillars or narrowing of the carriageway may be appropriate
- footpaths are wide enough to allow the passage of emergency vehicles
- footpaths which give access to the rear of dwellings should have gates placed as near to the building line as possible, to the same height as the adjacent boundary fencing and be opened via a key operated robust lock but should not be easy to climb or remove from hinges
- only grass or low ground cover is used as landscaping around footpaths
- planting should be used within two metres either side of the footpath

**6(b) Is there soft and hard landscaping with planting in protected areas (Secondary)?**

All landlord owned areas should have hard and soft landscaping in protected areas.

Landscaping should not impede the opportunity for natural surveillance and must avoid the creation of potential hiding places.

**6(c) Is there adequate street lighting (Secondary)?**

All landlord owned street lighting should be adequate and comply with BS 5489 unless prohibited by statute e.g. in conservation areas, in which case individual requirements should be discussed with the Police Architectural Liaison Officer and Local Authority lighting engineer.

**6(d) Is there adequate and safe play space for young children (Secondary)?**

All landlord owned play spaces for young children should be adequate and safe. "Toddler" areas should be designed so that it can be secured and to allow supervision from nearby dwellings with a safe route for users to come and go.

**6(e) Are there adequate, practical and maintainable communal areas (Secondary)?**

All landlord owned communal areas should be adequate, practical and maintainable.

Boundaries between public and private space should be clearly defined and open spaces should have features that prevent unauthorised vehicular access.

Consideration should be given to the provision of informal association areas for members of the community, particularly youths.

**6(f) Are dwellings clearly identifiable with definable boundaries (Secondary)?**

The dwelling should be clearly identifiable and with definable boundaries and there should be clear naming and numbering of dwellings to assist residents and the attendance of Emergency Services.

Where it is possible, defensible space should be created to front gardens by clearly defining the boundaries between private and public space.

The front boundary should be clearly defined, by hedge, wall or fence of no more than 1000mm in height unless planning regulations specify a lower level.

Adequate rear boundaries such as hedge, wall or fencing should also be provided between adjacent rear gardens.

Where risk is increased by boundaries being adjacent to open land, footpaths or areas such as railway property or canal tow paths additional features such as a trellis top or thorny shrubs should also be considered.

Boundary walls, bin and fuel stores, low flat roofs or balconies should be designed so as not to provide climbing aids to gain access into the property.

The estate layout should provide each block (of flats or maisonettes etc) with a clearly defined defensible space and fencing where appropriate.

**6(g) Are utility services practically located and well identified (Secondary)?**

The dwelling should have utility services, which are practically located and well identified.

To reduce opportunities for theft by bogus officials, utility meters should, where possible, be brought to the outside and front of the dwelling where they can be overlooked.

Where possible utility meters in multi occupancy developments should be located on the ground floor between access controlled doors so that access can be restricted to the meters.

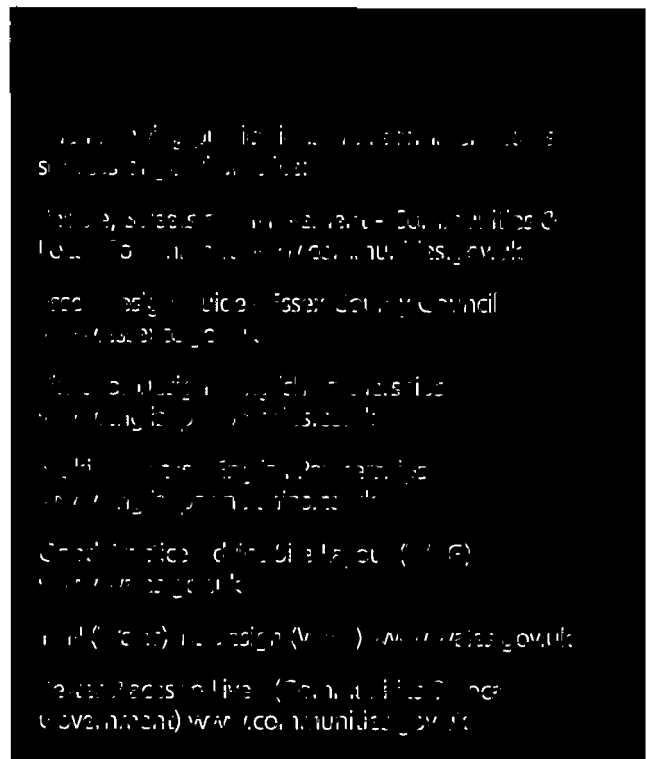
**6(h) Is there adequate and practically located car parking clearly visible to residents (Secondary)?**

The dwelling should have adequate and practically located car parking clearly visible to residents.

In-curtilage car parking should be provided where possible. However, where communal car parking areas are necessary, they should be in small groups, close and adjacent to the residents' dwellings, preferably within the residents' view and well lit.

Where garages are provided the entrances should be orientated towards the front of dwellings where they can be easily observed.

Where parking is designed to be adjacent to or between dwellings, a gable end window should be considered to allow residents an unrestricted view of their vehicles.



**PART 7**

As far as possible, suit the specific requirements of the household (e.g. specific disabilities)

**The Standard**

The accommodation provided within the dwelling should, as far as possible, suit the needs of the household.

The dwelling should provide sufficient space needed for everyday living and be appropriate for household numbers (Appendix 2)

Dwellings should have rooms that can accommodate sufficient furniture and circulation space to meet the needs of the residents. Circulation space should not be reduced to the point where rooms are cramped and inconvenient.

A lack of storage can impede upon the actual space dwellings provide for everyday living.

Where existing dwellings are intended for residents with specific needs, they should, wherever possible, be improved so that the layout of the dwelling reflects current good practice.

All necessary aids and adaptations to meet the specific requirements of any residents, including those with disabilities, should be provided.

The quality of housing provided by landlords is not only affected by the dwelling itself, the area outside a dwelling is equally important.

**Minimum Requirement**

- 7(a) The dwelling should provide sufficient space for everyday living (Secondary).
- 7(b) The dwelling should have enough storage both internally and externally (Secondary).
- 7(c) The dwelling layout should meet the specific cultural needs of the tenants (Secondary).

- 7(d) All necessary physical aids required by the residents should be provided (Secondary).
- 7(e) Dwellings with a garden should have a directly accessible, reasonably sized level area (Secondary).
- 7(f) The dwelling should have paved access to any garden gate and drying line (Secondary).

**Interpretation****7(a) Is there sufficient space within the dwelling for every day living (Secondary)?**

The dwelling should provide sufficient space for Nominal Occupancy and every day living. Nominal Occupancy is determined by bedroom and living space floor area. Space for every day living is determined by the furniture requirements to suit this Nominal Occupancy.

Appendix 1 provides landlords with an indication of how much nominal floor space is required for households in terms of bedrooms and living spaces. As shown, larger households require more living space.

Whether a dwelling has sufficient space for its Nominal Occupancy is driven by its bedroom sizes e.g. a dwelling with three bedrooms, two doubles (over 10m<sup>2</sup> floor area) and one single (between 6m<sup>2</sup> and 10m<sup>2</sup>), would be classified as a five person dwelling and would be expected to have a dining room of at least 7m<sup>2</sup> and a lounge of at least 16m<sup>2</sup> (see table on Nominal Occupancy).

Where a dwelling has additional rooms (e.g. rooms in a converted loft) that are not being used as bedrooms, then the lounge and dining room sizes need only be sufficient for the actual occupancy of the dwelling.

Landlords are advised to use the guidance relating to furniture layout for bedrooms, living rooms and dining rooms in conjunction with the table below to assess the appropriate occupancy level for each dwelling.

It is recognised that sometimes individual rooms in an otherwise acceptable dwelling may fall just short of the standard required, and that to enlarge the room in question is not possible or cost-effective.

In such cases some tolerance on the minimum circulation space requirements shown in Appendix 1 is acceptable (up to 100mm would normally be regarded as reasonable). Worked examples using this table can be found in Appendix 2.

Landlords should also take into consideration the gender composition and relationship of residents when considering the sufficiency of space within a dwelling as laid out in the Bedroom Standard. The Bedroom Standard states that a separate bedroom is required for:

- a married or cohabiting couple
- an adult aged 21 years or more
- a pair of adolescents aged 10-20 years of the same sex
- a pair of children aged under 10 years regardless of sex

Any unpaired person aged 10-20 years is paired, if possible, with a child under 10 years of the same sex or, if that is not possible, they require a separate bedroom. The same applies to any unpaired child aged under 10 years.

This is then compared with the number of bedrooms available for the sole use of the household. Bedrooms converted to other uses are not included; bedrooms not in use are included unless they are unusable as a bedroom.

Furniture sizes and circulation space requirements for living and dining rooms are shown in Appendix 1. These, together with the detail given below, can be used to test the suitability of existing rooms.

Minimum furniture requirements are as follows.

### Living rooms

- Adequate number of chairs/settees to seat the maximum nominal number of occupants.
- Three small or two large storage units, one of which may be in the dining area (in single person dwellings, requirements reduces to two small or one large unit).
- A television.

### Dining areas

- A dining table and chairs to seat the maximum nominal number of occupants.

It is emphasised, however, that these circulation space requirements are already modest, as is the amount of furniture allowed for. Circulation space should not be reduced to the point where rooms are cramped and inconvenient.

### Bedrooms

One-person bedrooms (bedroom size more than 6m<sup>2</sup> and less than 10m<sup>2</sup>):

- a single bed and bedside table
- a medium chest of drawers (this may be in an adjacent box room or on the landing if it does not impede circulation space)
- a single wardrobe (free-standing or built in)

Two-person bedrooms (Bedroom size more than 10m<sup>2</sup>):

- a double bed or two single beds or a double bed and a bedside table
- a large chest of drawers (this may be in an adjacent box room or on the landing if it does not impede circulation space)
- a dressing table
- one double or two single wardrobes (free-standing or built in)

### **7(b) Is internal and external general storage space adequate (Secondary)?**

The dwelling should provide adequate internal and external general storage space. All dwellings should have adequate and convenient internal and external storage which should include:

- a tall cupboard suitable for storage of brooms etc.
- high level shelving for storage of cleaning materials out of reach of small children
- an airing cupboard (where applicable)
- a robust and lockable external store, where appropriate

**7(c) Does the dwelling layout meets the special cultural needs of the residents (Secondary)?**

The dwelling should meet the special cultural needs of the residents, where practicable.

**For good practice reference: meeting specific needs**

Landlords should consider that in many Black and Minority Ethnic (BME) communities the notion of extended families is based on children remaining with their parents for the rest of their lives. This will require housing providers to develop dwellings that enable families to remain together. It should be noted, however, that in some communities, the extended family concept is declining. Consultation with BME communities is essential to ensure that proper consideration is given to trends such as these.

House design is related to household numbers and amenities such as bathrooms and kitchen facilities complement the number of residents.

The following publications are recommended as sources of good practice:

Accommodating Diversity N H F/ Home Housing Trust [www.housing.org.uk](http://www.housing.org.uk)

Tai Pawb (Housing For Everyone) - Various Newsletters.

Chartered Institute of Housing (Cymru) - BME Housing Good Practice Guide [www.cih.org/cymru](http://www.cih.org/cymru)

**For good practice reference: flexibility and future proofing**

Where it is practical and cost effective to do so, consideration should be given to incorporating some, or all, the Lifetime Homes Standards (LHS) into dwellings.

The LHS specification is comprised of 16 major standards for incorporation into a home in order to increase flexibility, offer tenants choice and improve accessibility. For further detailed guidance see: Designing Lifetime Homes Joseph Rowntree Foundation; and Meeting Part M and Designing Lifetime Homes Joseph Rowntree Foundation at [www.jrf.org.uk](http://www.jrf.org.uk)

New dwellings are designed to be flexible and adaptable to meet the changing needs of residents. This is a more difficult goal to achieve in existing dwellings due to constraints imposed by the structure.

Landlords should however, wherever it is practical and cost effective to do so, take every opportunity to incorporate features into projects that will result in dwellings that are flexible and capable of adaptation. Further sources of information can be found at:

- Building Sight RNIB [www.rnib.org.uk](http://www.rnib.org.uk)
- Wheelchair Design Guide - National Wheelchair Housing Group NATWHAG
- Good Loo Design Guide (for purchase) - Centre for Accessible Environments (CAE) April 2004.

**7(d) Does the dwelling have the necessary physical aids to suit the requirements of the residents (Secondary)?**

The dwelling should have the necessary physical adaptations to suit the professionally assessed requirements of the residents. Landlords should, therefore, consider the particular requirements of individuals and/or groups and where the existing dwelling falls short of their needs, look at possible remedies. Similarly, accessibility issues should be addressed when considering dwellings to be occupied by those with a mobility impairment.

**7(e) Does the garden have a level area no smaller than 10m<sup>2</sup> directly accessible from the dwelling (Secondary)?**

All dwellings with either a front or rear garden should have a level area of no less than 10m<sup>2</sup> that is directly accessible.

An area is to be considered directly accessible if access to it can be gained without leaving the dwelling's plot boundaries. Paths and steps may be considered an acceptable method of access.

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**7(f) Is there a paved access to the drying line and any garden gate (Secondary)?**

Where a dwelling has a garden that requires access from the front or rear boundary to an entrance door the access to them should be fully paved. Where a dwelling has a garden with an area with provision for a drying line, the access to this should be fully paved.

**For good practice reference: additional sources of information on design**

The following publications are recommended as sources of good practice:

BRE Housing Design Handbook Building Research Establishment [www.bre.co.uk](http://www.bre.co.uk)

Scheme Development Standards Housing Corporation [www.housingcorp.gov.uk](http://www.housingcorp.gov.uk)

Standards in Quality & Development National Housing Federation [www.housing.org.uk](http://www.housing.org.uk)

Development Quality Requirements Welsh Assembly Government [www.wales.gov.uk](http://www.wales.gov.uk)

# Assessment

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A dwelling will fail the Standard if any individual element is classified as a Fail.

Each element of the Standard has been categorised as either a Primary or Secondary element.

- A Primary element is one that impacts on the safety of the residents.
- A Secondary element is more focussed around the comfort of the residents.

Separation of elements into Primary and Secondary has been made to assist landlords to prioritise improvements and help in the assessment process i.e. demonstrating the degree of progress towards meeting the Standard.

Appendix 3 provides landlords with an assessment checklist as a quick reference point to assist in ensuring that all elements of the Standard have been considered.

In all possible cases, landlords will assess elements as Pass, Fail or Not Applicable. In cases where this is not possible, it may be appropriate to employ the Acceptable Fail category.

## Use of Not Applicable relating to individual elements within the Standard

It is important to remember that it will not be appropriate for every dwelling to be assessed on all elements within the Standard. For example:

- a ground floor flat will not be assessed on the thickness of any loft insulation present
- the presence of 'a robust and lockable external store' is not needed for dwellings without gardens
- an external fire escape is not needed in a single storey dwelling
- adequate fire alarms and equipment need only apply to common parts of dwellings

The above examples highlight differences in the nature and purpose of the dwellings. Particular distinctions may be relevant between single household dwellings and dwellings of multiple-occupation such as sheltered housing schemes, as well as flats and houses. Thus, where appropriate, it may be necessary for some elements to be reported as Not Applicable.

## Use of Acceptable Fail relating to individual elements within the Standard

An Acceptable Fail is only possible on individual elements and not the dwelling as a whole. An Acceptable Fail may only be used in one or a combination of the following situations:

- cost of remedy
- timing of remedy
- residents' choice
- physical constraint

In the main this classification should only apply to the assessment of Secondary elements.

The technical steering group highlighted some practical examples (not exhaustive) of how these Acceptable Fails of an element might occur.

For example:

### Cost and timing of remedy

Element being assessed Part 7 (a) - Is there sufficient space within the dwelling for every day living?

A landlord may deem it necessary to consider the cost effectiveness of some works such as undertaking structural changes to the property in order to enlarge living spaces/kitchen. It may be appropriate for the landlord 'postponing' the achievement of this Secondary element work and reporting it as an Acceptable Fail until major investment is required for that property (i.e. where a Primary element would fail).

### Residents' choice

Element being assessed - Part 4 (d) - Is there a shower as well as a bath?

A shower without a bath is acceptable where agreed with the resident e.g. sheltered and disabled accommodation.

Any outstanding work required to convert an Acceptable Fail to a Pass must be undertaken prior to relet of the property. All cases of Acceptable Fail should be recorded by the landlord so that future works can be appropriately planned and budgeted.

# Stock condition surveys

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This guidance provides advice on the process of undertaking stock condition surveys for social landlord managed housing stock. It is aimed at assisting social landlords to improve the long-term management of their housing stock.

All social landlords should follow the themes and recommendations in this guidance. They can be summarised as below:

## Strategy

A plan for undertaking a stock condition survey should form part of a comprehensive strategy for future planned maintenance. This should also be linked to any reinvestment, improvements and energy efficiency policies.

## Objectives

Surveys should aim to provide an overall assessment of the condition of the stock. This can be achieved by using a representative sample of dwellings, including all associated external works. It is not necessary to survey 100% of the stock in order to achieve an overall assessment.

## Sampling

A small pilot survey should be carried out on a representative sample of stock, as a means of validating the survey format, content, consistency between surveyors, and methodology. Void dwellings can be used for the pilot surveys as these provide an excellent opportunity for training and benchmarking different surveyors' views on condition. The sample for the pilot survey should not need to be greater than 5% of the stock to be included in the main survey.

The method of analysing the survey data should be checked at the pilot survey stage to ensure reports contain the required information.

## Rolling programme

To maintain up to date information on stock condition, regular cycles of surveys should be undertaken. As a minimum, a statistically representative sample of all stock should be surveyed every five years. Alternatively, a five year rolling programme of surveys could be implemented, based on surveying a representative sample of 20% of the stock each year.

## Survey format

The survey format should be designed to gather the minimum amount of information consistent with achieving the objectives. Although there are clear advantages in gathering the minimum necessary information, there may still be advantages in using the survey to gather additional information.

## Data capture

Social Landlords will need to decide on the means of recording survey data. Generally data can be captured electronically on hand-held machines or manually on paper proformas. Where electronic data capture is used it must be compatible with the data analysis software.

Where external consultants use electronic data capture, their brief should include training of in-house staff in its use.

## Resourcing

The assessment of the resources needed has two aspects:

- i) the cost of carrying out the survey and processing survey data
- ii) the cost of carrying out urgent repairs discovered during the course of the survey



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## Programme and monitoring

A programme based on realistic timescales should be determined for each stage of the survey process. It is important that there is a regular flow of data analysis information to allow for checking of reports/results at early stages to avoid the risk of discovering that the information/reports provided at the end of the exercise are inappropriate or unsuitable.

## Data analysis

Stock condition information should ideally be considered as part of an overall information management strategy, to provide key information that is consistent and useful across all departments.

The use of computer software is essential in the analysis of condition survey data. The system chosen must be able to present information in report formats that allow their use as a planning tool in long-term forecasting.

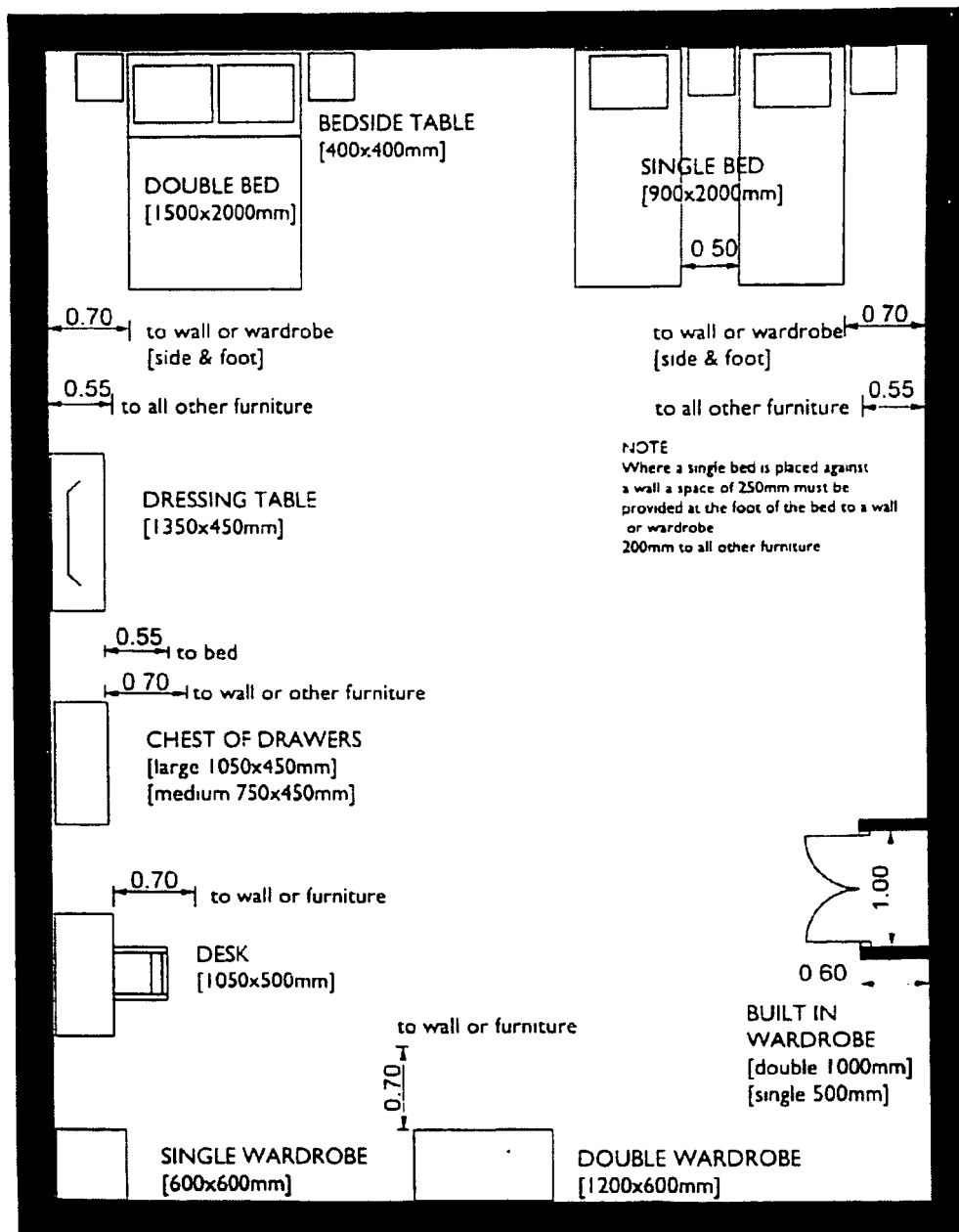
The data analysis software should provide a full set of reporting and querying facilities in order that specific information can be identified easily and costs broken down and reported in tabular form. The information should be able to be easily exported for use in financial and business plans. All reports should be capable of providing 30 year projections.

Opportunities should be taken to gather data for other associated housing objectives such as the Management of Asbestos Regulations, Home Energy Conservation Act (HECA), and Energy Performance in Buildings Directive (EPBD). Some landlords may wish to adapt their stock condition survey to do this. Others may wish to undertake separate exercises if it is more appropriate and / or cost effective to do so. Also, some may wish to use the opportunity at re-letting/void inspections to gather this information.

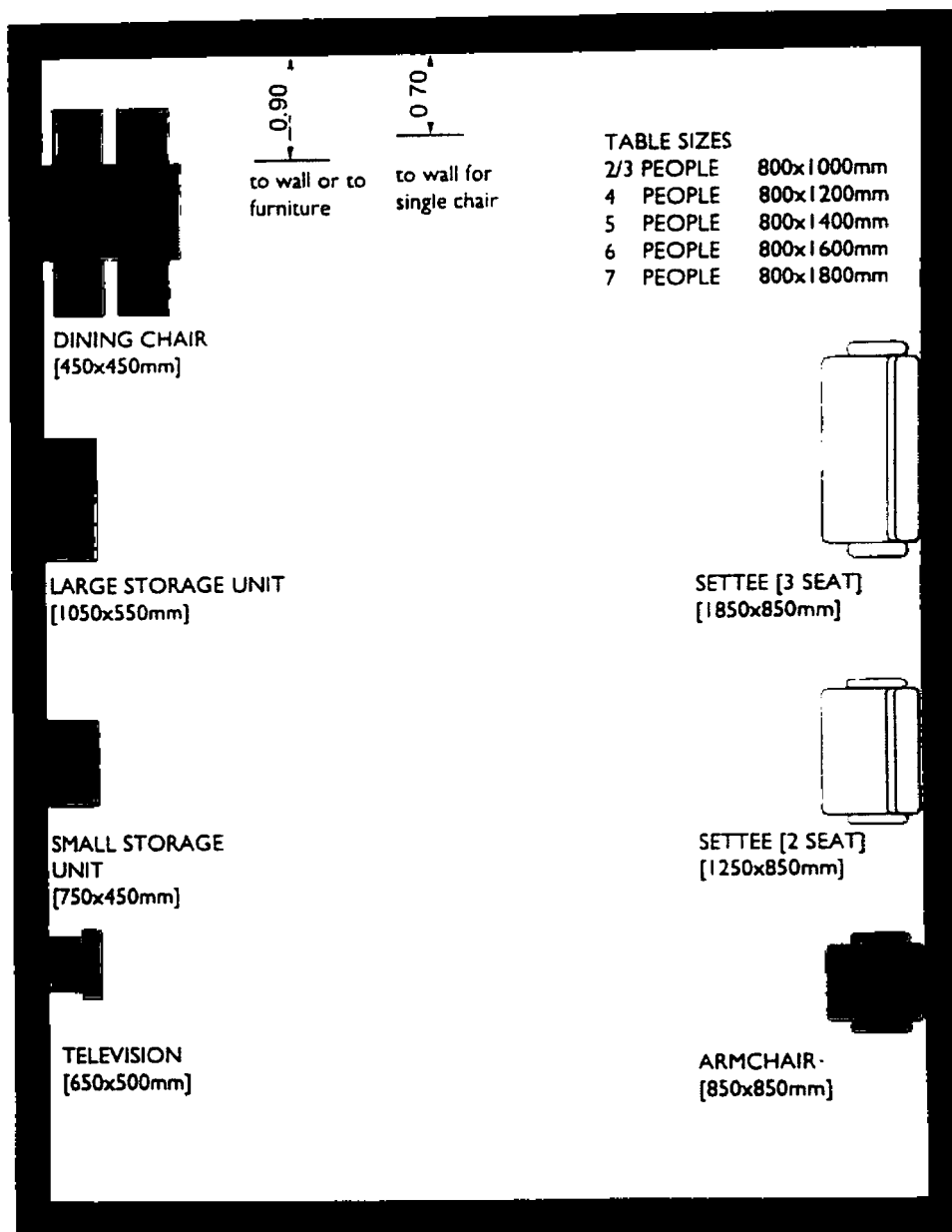
Assessment against the Standard is likely to necessitate some internal inspection of dwellings. But good knowledge of the stock, sound past asset management practice and record keeping, plus a careful approach to sampling for statistical relevance, should mean that an internal inspection of every property is not needed. Sufficient data should be available to give a reasonably accurate picture of condition and the overall situation relative to the Standard.

## Appendix 1

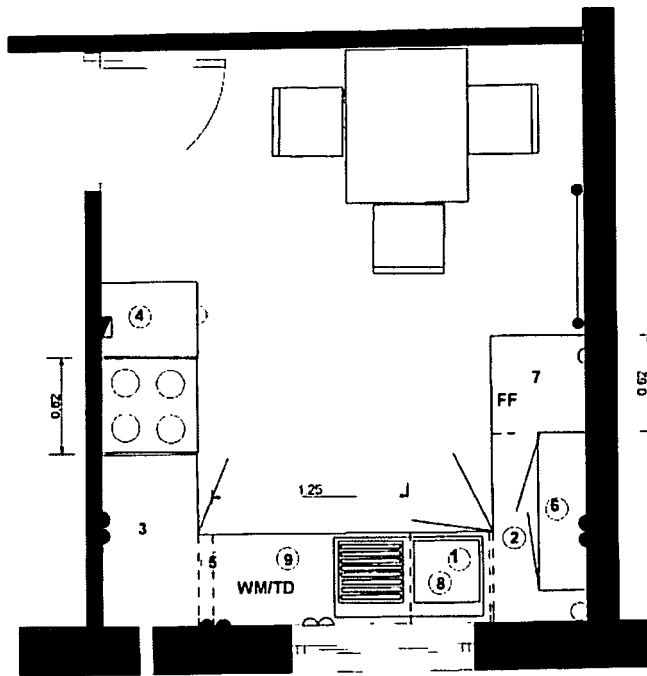
# Space Standard Layout Drawings



BEDROOMS



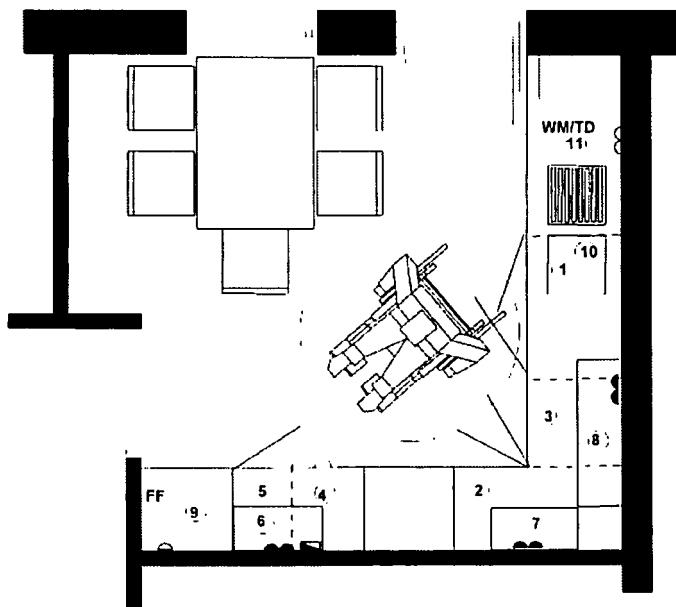
LIVING ROOMS



- BASE UNITS**
- 1 500x600x900mm
  - 2 1225(overwall)x600x900mm corner unit with 500mm wide door
  - 3 1125(overwall)x600x900mm corner unit with 500mm wide door
  - 4 500x600x900mm drawer unit
  - 5 tray space
- WALL UNITS**
- 6 1000x300x600mm
- OTHER ITEMS**
- 7 removable worktop over fridge/freezer space
  - 8 850x508mm stainless steel inset sink
  - 9 double appliance space

- switched single socket (below worksurface)
- switched double socket (below worksurface)
- switched double socket (above work surface)
- cooker control with remote connection

KITCHEN 3 PERSON FLAT



- BASE UNITS**
- 1 1000x600x600mm
  - 2 1125(overwall)x600x900mm corner unit with 500mm wide door
  - 3 600x600x900mm
  - 4 500x600x900mm drawer unit
  - 5 400x600x900mm

- WALL UNITS**
- 6 600x200x900mm
  - 7 620x300x1000mm
  - 8 1000x300x600mm

- OTHER ITEMS**
- 9 removable worktop over fridge/freezer space
  - 10 850x508mm stainless steel inset sink
  - 11 double appliance space

- switched single socket (below worksurface)
- switched double socket (below worksurface)
- switched double socket (above work surface)
- cooker control with remote connection

KITCHEN 5 PERSON HOUSE

## Appendix 2

# Worked example of determining Nominal Occupancy

Minimum sizes (m <sup>2</sup> )		Number of bedrooms		Nominal Occupancy
Dining*	Lounge	Double (Min 10m <sup>2</sup> )	Single (Min 6m <sup>2</sup> , less than 10m <sup>2</sup> )	
6	10	0	2	2
		1	0	
6	10	1	3	3
		1	1	
7	12	0	4	4
		1	2	
		2	0	
7	16	0	5	5
		1	3	
		2	1	
8	16	0	6	6
		1	4	
		2	2	
		3	0	
9	16	0	7	7
		1	5	
		2	3	
		3	1	

Notional Room size (m<sup>2</sup>) \* may be combined with the kitchen lounge and dining may be combined

### Examples from the table above if a dwelling has:

- |   |   |  |
|---|---|--|
| <p>1. Dining room = 7.5m<sup>2</sup><br/>Lounge = 11.5m<sup>2</sup><br/>Single bedrooms = 0<br/>Double bedroom = 1<br/><b>Nominal Occupancy = 2</b></p> | <p>2. Dining room = 8m<sup>2</sup><br/>Lounge = 16m<sup>2</sup><br/>Single bedrooms = 1<br/>Double bedroom = 2<br/><b>Nominal Occupancy = 5</b></p> | <p>3. Lounge dinner = 21m<sup>2</sup><br/>Single bedrooms = 2<br/>Double bedrooms = 1<br/><b>Nominal Occupancy = 4</b></p> |
|---|---|--|

## Appendix 3

# The Standard Assessment Checklist

Element	Primary/Secondary
<b>Part 1. In a good state of repair</b>	
1 (a). Is the dwelling structurally stable and free from disrepair?	P
1 (b). Is the dwelling free from damp?	P
<b>Part 2. Safe and secure</b>	
2 (a). Is the staircase and balustrade safe?	P
2 (b). Is there adequate space for kitchen appliances?	S
2 (c). Is the work surface sufficient for safe food preparation?	S
2 (d). Is the cupboard storage convenient and adequate?	S
2 (e). Is the number of convenient power sockets in the kitchen sufficient?	S
2 (f). Is the flooring in the kitchen and bathroom safe and suitable for use?	S
2 (g). Is there an external fire escape?	S
2 (h). Are there adequate fire alarms and equipment?	P
2 (i). Do rooms used for sleeping have escape routes not passing through another room?	S
2 (j). Are mains powered smoke detectors on each floor?	P
2 (k). Are window locks without automatic locking action in rooms used for sleeping?	S
2 (l). Is the gas, solid fuel or oil service and safety certificate up to date, and have all heating installations and appliances been certified safe by an appropriately qualified person as required by law?	P
2 (m). Have electrical lighting and power installations been checked and certified safe by an appropriately qualified person?	P
2 (n). Do external doors and windows give a reasonable level of physical security?	P
2 (o). Is the rear garden easy to maintain, reasonably private, safe and suitable for young children to play in?	P

Element	Primary/Secondary
<b>Part 3. Adequately heated, fuel efficient and well insulated</b>	
3 (a) Is the heating system reasonably economical and capable of heating the dwelling to a reasonable level?	P
3 (b) Are external doors and windows adequately draught proofed?	P
3 (c) Is the living room separated from the main entrance door?	S
3 (d) Is the hot water tank effectively insulated?	P
3 (e) Is there adequate mechanical extract ventilation in the kitchen and bathroom?	S
<b>Part 4. Contain up-to-date kitchens and bathrooms</b>	
4 (a) Is the kitchen 15 years old or less, unless in good condition?	P
4 (b) Are there adequate facilities for washing, drying and airing clothes?	S
4 (c) Are the bathroom and WC facilities 25 years old or less, unless in good condition?	P
4 (d) Is there a shower as well as a bath?	P
<b>Part 5. Well managed (for rented housing)</b>	
5 (a) Is the dwelling fairly, efficiently and well managed?	Not Assessed
<b>Part 6. Located in attractive and safe environments</b>	
6 (a) Are roads and footpaths accessible, providing safety for residents, pedestrians and children?	S
6 (b) Is there soft and hard landscaping with planting in protected areas?	S
6 (c) Is there adequate street lighting?	S
6 (d) Is there adequate and safe play space for young children?	S
6 (e) Are there adequate, practical and maintainable communal areas?	S
6 (f) Are dwellings clearly identifiable with definable boundaries?	S
6 (g) Are utility services practically located and well identified?	S
6 (h) Is there adequate and practically located car parking clearly visible to residents?	S

**Part 7. As far as possible, suit the specific requirements of the household (e.g. specific disabilities)**

7 (a)	Is there sufficient space within the dwelling for every day living?	S
7 (b)	Is internal and external general storage space adequate?	S
7 (c)	Does the dwelling layout meet the special cultural needs of the residents?	S
7 (d)	Does the dwelling have the necessary physical aids to suit the requirements of the residents?	S
7 (e)	Is there a level area no smaller than 10m <sup>2</sup> directly accessible from the dwelling?	S
7 (f)	Is there a paved access to the drying line and any garden gate?	S



# Notes

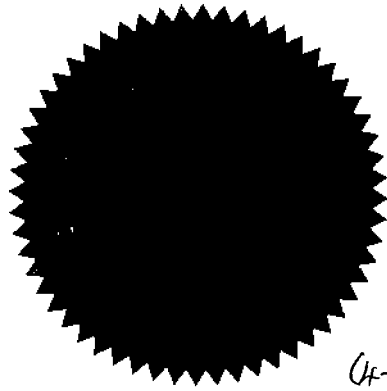
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## PLAN

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

EXECUTED as a DEED on behalf of the  
VALE OF GLAMORGAN COUNCIL  
By the affixing of its seal in the presence of

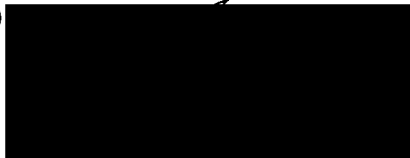


DAVISON

Head of Legal Services/Operational Manager Legal Services

(K-4)  
16299

SIGNED as a DEED by  
BARBARA DAVIES  
For and on behalf of GWYN RADCLIFFE  
DAVIES under a power of attorney dated  
7 August 200



Signature

Witness Signature



1 MEADOWSIDE, LLANMODID, BLETCH LLS 8PT

SIGNED as a DEED by  
CARMEN ELIZABETH GOLDSWORTHY  
in the presence of:



Signature

Witness Signature



Witness Name and Address MICHAEL DAVIES  
24, NEWPORT RD, CADICOT

SIGNED as a DEED by  
HOWELL MORGAN DAVIES  
in the presence of:



Signature

Witness Signature



Witness Name and Address ONE CENTINIA PARK  
WESTERN AVENUE  
BRIDGEN

SIGNED as a DEED by  
**MARY ELAINE DAVIES**  
in the presence of:

Signature

[REDACTED]

Witness Signature

[REDACTED]

Witness Name and Address

ONE CENTRAL PARK  
WESTBANK AVENUE  
BRIDGEMAN

SIGNED AS A DEED BY  
**REDROW HOMES LIMITED**

Acting by two attorneys in the presence of

[REDACTED]

Attorney.

[REDACTED]

Attorney..

Witness:

JAMES MORGAN

Address:

REDROW HOUSE  
CARDIFF GATE BUSINESS PARK

Occupation:

LAND MANAGER