

## **Affordable Housing**

**West Berkshire Council and the Appellants agree the following in respect of affordable housing provision:**

### **Core Strategy**

1. Policy CS3 of the Core Strategy requires the provision of at least 40% of the dwellings to be affordable housing;
2. Policy CS6 seeks by negotiation the provision of 40% affordable housing on greenfield sites of more than 15 dwellings. Any lower level of affordable housing would need to be justified by a viability assessment.
3. Policy CS6 indicates that the Council will seek a tenure split of 70% social rented and 30% intermediate affordable housing.

### **Sandleford Park SPD**

4. The Sandleford Park SPD refers back to the Policy CS6 of the Core Strategy and does not add any additional requirements (page 51).
5. The SPD acknowledges that Extra Care Housing could be provided as part of the 40% affordable housing (page 51).

### **Planning Obligations SPD**

6. TP – 1 Affordable Housing is supplementary to Policy CS1 and CS6 of the Core Strategy.

### **Unilateral Undertaking**

7. The *travelling draft*<sup>1</sup> of the Unilateral Undertaking includes the following obligations/covenants:

#### **Quantum**

8. Unless otherwise agreed by the Council in writing, the Appeal Scheme will provide:
  - a) at least 40% of the Residential Units with the Development as Affordable Housing;

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<sup>1</sup> The most recent version is referenced: *Council Draft 30 April 2021*

- b) 70% of the General Affordable Housing Units will be as Social Rented and 30% of the General Affordable Housing Units will be Intermediate Housing;
- c) 70% of the Extra Care Housing will be as Social Rented and 30% of the Extra Care Housing will be Intermediate Housing<sup>2</sup>;
- d) the General Affordable Housing Units shall accord with the Target Housing Mix (which is in accordance with the Council's Strategic Housing Market Assessment)

***Affordable Housing Scheme***

- 9. For each Phase of the Development an Affordable Housing Scheme shall be submitted for the approval of the Council. Each Affordable Housing Scheme will include details of the following for that Phase:
  - a) the residential mix,
  - b) the location of the Affordable Housing Units,
  - c) the tenure mix,
  - d) the triggers for the delivery of the affordable housing units, the Intermediate Housing Scheme, and
  - e) the Intermediate Rent Scheme.
- 10. Only with the approval of the Council will tenure of affordable housing set out in 9(b) and 9(c) be capable of being different. The Appellants cannot unilaterally pursue a different approach towards affordable housing provision.

***Extra Care***

- 11. The Extra Care Housing shall comprise 70no 1-bed flats and 10no 2-bed flats and will be located in Development Parcel Centre – the tenure mix for this element will be agreed as part of the Extra Care Affordable Housing Scheme.
- 12. The owners shall enter into an agreement with an Extra Care Provider who shall prepare an Extra Care Scheme that will be submitted with the relevant Reserved Matters Application (DPC).
- 13. In the event the owners are not able to conclude an agreement with an Extra Care Provider, and subject to them providing evidence to the Council to demonstrate the endeavours taken to conclude such an agreement, that Affordable Housing shall all be provided as General

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<sup>2</sup> The Council accepted the need for flexibility within the Extra Care tenure split and would agree to adding "or alternative tenure mix agreed between the Council and the extra care provider"

Affordable Housing and distributed in accordance with the Affordable Housing Scheme for DPC as approved in that circumstance.<sup>3</sup>

### ***Phased Provision***

14. In the event the Extra Care Housing is provided, each phase of the development shall provide between 30% and 40% of the residential units as General Affordable Housing in accordance with the relevant Affordable Housing Scheme. The Council will not approve an Affordable Housing Scheme if it provides less than 40% when the average provision across the previous approved Phases is less than 40%; this is to provide an appropriate reconciliation throughout the development process.
15. In the event the Extra Care Housing is not provided, each phase of the development shall provide between 35% and 45% of the residential units as General Affordable Housing in accordance with the relevant Affordable Housing Scheme. The Council will not approve an Affordable Housing Scheme if it provides less than 40% when the average provision across the previous approved Phases is less than 40%; this is to provide an appropriate reconciliation throughout the development process.

### ***Cascade***

16. *From Social Rented Housing, Affordable Rented Housing or Shared Ownership Housing to Intermediate Housing:* The owner is only permitted to cascade from Social Rented Housing, Affordable Rented Housing or Shared Ownership Housing to Intermediate Housing with the approval of the Council and such approval shall only be provided where the owner has provided to the Council reasonable evidence of efforts made to conclude an agreement with a Registered Provider and has provided a viability assessment demonstrating that such units are unviable and setting out a proposal as to what tenure or combination of tenure would be viable.
17. *From Intermediate Housing to Market Housing:* The owner is only permitted to cascade from Intermediate Housing to Market Housing with the approval of the Council and subject to the payment of the Affordable Housing Commuted Sum.
18. Whilst the Council have concerns in respect of certain of these points (listed below) it is agreed that, in these terms, the approach to affordable housing would be acceptable and would accord with Policy CS6 of the Core Strategy.

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<sup>3</sup> This principle is set out in the Housing Development Officer's response to the planning application (dated 5<sup>th</sup> August 2020) (CD2.29)

### ***Designated Protected Area***

19. Notwithstanding that the part of the Appeal Site within Greenham Parish, is within the Greenham Designated Protected Area<sup>4</sup>, the restriction that this designation could apply in terms of the acquisition of equity shares, is not appropriate for the scale of development proposed and a waiver can be applied in this instance.
20. *From Social Rented Housing, Affordable Rented Housing or Shared Ownership Housing to Intermediate Housing:* The owner is only permitted to cascade from Social Rented Housing, Affordable Rented Housing or Shared Ownership Housing to Intermediate Housing with the approval of the Council and such approval shall only be provided where the owner has provided to the Council reasonable evidence of efforts made to conclude an agreement with a Registered Provider and has provided a viability assessment demonstrating that such units are unviable and setting out a proposal as to what tenure or combination of tenure would be viable.

### ***Grant***

21. Whilst the General Affordable Housing Need shall be provided with nil grant, the owners shall not be prohibited from seeking grant for the provision of the Extra Care Housing.

### ***Matters not agreed***

22. The following are the matters which the Council are not in agreement with:
  - a. The Affordable Housing shall not be in groups of more than 15 unless otherwise agreed in writing with the Council – the Council are seeking a restriction of the size of a cluster to 5.
  - b. There should be no time limit for the owners to enter into an agreement with an Extra Care Provider.
  - c. The concept of a cascade mechanism whereby the affordable housing could go to market housing.

End

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<sup>4</sup> Regulations are in place to ensure that rural affordable housing – specifically grant-funded shared ownership properties - remains in the ownership of local people. Where that is the case, providers are required to offer grant-funded shared ownership properties with a lease that contains provisions either: i) to restrict staircasing to no more than 80%; or ii) that in instances where the leaseholder is permitted to acquire more than 80% (i.e. up to full ownership), then there is an obligation on the landlord (or a designated alternative landlord) specified in the lease that commits them to repurchase the property when the leaseholder wishes to sell.