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Russell Pilfold
Lewes District Council
Southover Manor House
Southover Rd
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BN7 1AB

07 October 2019

BY EMAIL

Dear Mr Pilfold,

SECTION 106 DEED OF VARIATION – FORMER HAMSEY BRICKWORKS (OUTLINE PLANNING APPLICATION LW/14/0712)

I write, on behalf of my client Antler Homes, in relation to the Section 106 Agreement for the above mentioned planning application which, was agreed on 10th November 2015.

The planning permission related to the delivery of 8x B1 business units and 37 open market units and 12 affordable units.

The site is now at a stage where it has received reserved matters planning consent (ref: 18/0849) and further, various discharge of condition applications have recently been submitted. My client is at the advance stages of the planning process and is anticipating commencing demolition of redundant buildings on site in the coming weeks.

We have previously been liaising with the Council's solicitor on proposed changes to the Section 106 Agreement and Draft Nomination Agreement in order to reflect the requirements of the identified Registered Provider for the affordable housing units. We thus submit this letter following advice from the solicitor to progress the necessary changes.

A summary of the proposed changes is outlined below:

In relation to the Section 106 Agreement

- **Affordable Housing Definitions – Affordable Housing Rent;** the definition *states 'means Rent which is no more than eighty per cent (80%) (including service charges) of the local market rent valued using the Royal Institution of Chartered Surveyors approved valuation methods for the relevant property type and to be reviewed in accordance with this definition every five years from the date of the first Tenancy (and the expression "Affordable Housing Rents" shall be construed accordingly).'*

We propose that the struck through wording is removed. The definition is not clear, this could be interpreted that the rent can only be reviewed every five years and as such is fixed for that period, it is considered that there needs to be a mechanism for the rent to be reviewed annually.

In relation to the Draft Nomination Agreement

A similar definition is provided in the Draft Nomination Agreement as such we proposed a similar amendment as follows:

- **Definitions and Interpretation – Affordable Rents;** the definition states *'Rents which are no more than eighty per cent (80%) (Including service charges) of the local market rent valued using the Royal Institution of Chartered Surveyors approved valuation methods for the relevant property type and in any event will not exceed the published Local Housing Allowance for the relevant property type and in the relevant area, allowing for modifications to a level of allowance as published from time to time by the Government.'*

Typically the Local Housing Allowance (LHA) will allow inflation at between 1 – 1.5% whereas, the identified Registered Provider's forecast uses the Consumer Price Index plus 1% when assessing rent reviews. Therefore, a restriction that places a cap on rent at the LHA level is problematic to delivery.

In addition to the above points it is requested that there be a waiver on the Designated Protection Area allowing shared ownership residents to staircase to one hundred per cent (100%) ownership. This is a typical approach to shared ownership units and it is important to note that the identified HA aspires to provide their customers with the ability to achieve their goals of homeownership under this structure.

Enclosed with this letter is a marked-up version of the Section 106 Agreement illustrating further proposed changes.

If you have any questions on this or wish to discuss further please do not hesitate to contact me.

Yours sincerely,



Luke Challenger
Associate – Planning

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