



Havering
LONDON BOROUGH

HAVERING COUNCIL'S HOUSING REGENERATION PROGRAMME

HOUSING REGENERATION PACK

(8) information about the Right-to-Buy Scheme

This document provides information on suspension of the Right-to-Buy Scheme pending the Housing Regeneration Scheme, compensation for RTB expenses, and non-repayment of RTB Discounts.

1. RIGHT-TO-BUY APPLICATION FOR A PROPERTY IN THE REGENERATION AREA

- 1.1. The Council has the right to suspend the Right to Buy in certain circumstances. The Council will do this in accordance with current legislation which allows for the following:

Initial Demolition Notices

- 1.2. An Initial Demolition Notice is a formal legal document which the Council must serve on all residents affected by the Regeneration Programme to advise them about the future plans to demolish the homes within the programme.
- 1.3. **This Notice was served on all properties which are currently planned to be affected by the regeneration programme at the end of 2016**
- 1.3 The Initial Demolition Notice sets out the properties which are included to be included within the Regeneration Programme and the reasons why they will need to be demolished. It also provides a broad indication of the dates when the properties are expected to be demolished but it does not confirm the precise date of demolition. The Initial Demolition Notice remains valid for seven years from service.
- 1.4. Under the Housing Act 2004, Sections 182 and 183, the “Right to Buy” of any affected council stock is suspended from the date an initial demolition notice is served and will stay suspended for as long as the notice remains in force.
- 1.5. The suspension of any Right to Buy means that applications can be made but the Council will not be required to proceed with and complete the transaction for so long as the Notice remains in force.

Final Demolition Notices

- 1.5. In order to serve a final demolition notice, the Council must have agreed to, or be entitled to acquire all of the affected properties on a regeneration site. In effect this notice will only be served once plans for the programme has been well advanced and the Council is aware of a date for the demolition taking place from the developer.
- 1.6. The final notice replaces the initial demolition notice and will only be served where the actual demolition is expected within two years.
- 1.7. The service of a final demolition notice, under current legislation, stops the “right to buy” these properties completely. Any prospective “right to buy” purchases which are underway, but have not completed, will not proceed. No new right to buy application on these properties will be accepted.

2. COMPENSATION FOR RIGHT-TO-BUY EXPENSES INCURRED

- 2.1. Property owners may have a right to compensation for certain expenses already incurred in the right to buy process.
- 2.3. The Council will pay these expenses where required under the current legislation (the Housing Act 2004). This compensation includes relevant legal fees, surveyor's fees, and other disbursements which have already been paid. Evidence of fees (receipts, invoices) will be required from the tenant to claim for this compensation.

3. NO REPAYMENT OF RIGHT-TO-BUY DISCOUNT ON BUY-BACK

- 3.1. Where a tenant has exercised their Right to Buy within the last 5 years they will **not** be required to repay any of the Discount they received when they purchased the property where the Council buys-back the property for the purposes of the Regeneration Programme..
- 3.2. Repayment of the Right-to-Buy Discount is exempted in these circumstances by s.160(1)(d) Housing Act 1985.