

**NOMINATION AGREEMENT BETWEEN THE MORAY COUNCIL AND
..... (RSL)**

1. Introduction

The purpose of this agreement is to assist in meeting housing need in the Moray Area. The main intention of this agreement is to establish a framework, whereby the Council can make nominations to the RSL in order to meet identified housing need, fulfil obligations on both parties in respect of homelessness, make best use of housing stock in the area and see partnership in achieving strategic housing objectives.

2. Scope of the Agreement

The agreement will apply to RSL accommodation in the Moray Area and will relate to all new build properties, improved properties and conversions, relets and housing that has been specifically adapted to the requirements of households with special needs. The agreement should be seen in the context of the Local Housing and Homeless Strategies and should also recognise the specific allocation policies of the parties to this agreement.

3. Information and Liaison

On an annual basis, the RSL will provide the Council with full information on stock numbers, property sizes, average rental levels and actual historical turnover. Information on the number and type of specially designed properties and on any specific characteristics of certain stock will also be provided. The Council will provide the RSL with information on demand for housing in terms of size area and type. Each party will provide the other with a copy of their allocations policy and any future changes in policy should be advised immediately.

Each party will have named staff with day to day responsibility for the operation of this agreement. Each organisation will have in place arrangements for operation of the agreement in the event of the absence of lead personnel.

Both parties accept that informal liaison may take place within the context of this agreement and the s5 protocol attached in order to assist the parties fully consider how best an applicants needs may be met. Where such discussion results in a nomination or s5 referral then those formal arrangements detailed in this agreement and Appendix 3 will apply.

4. Procedure

This has been designed to reflect local circumstances and is detailed below.

The RSL will provide advance notice of any vacancy. This will be a minimum two working days prior to such property becoming available for letting. In the case of new build accommodation, notice will be given as a minimum one month prior to availability for letting.

Notice will be by the way RSL completing Appendix 1 and this will be emailed to the designated officer of the Council with a hard copy to follow. The Council will complete Appendix 2 and return this to the RSL within **five** working days of receipt. Nominees will be expected to meet the criteria specified at Appendix 1. It is expected that in the case of re-lets, the number of nominations made will be restricted to three. Where a nomination is made as a s5 referral, then it is expected that only one nomination will be supplied. Any nomination made as a s5 referral should be clearly indicated as such by the Council ticking the appropriate box on Appendix 2. Such referrals will be subject to the specific arrangements detailed in Appendix 3.

Upon receipt of Appendix 2, the RSL will consider those nominations provided and will determine an offer to one of the nominees or rejection of the list within five working days of receiving it. The RSL will consider the list in accordance with its allocations policy and procedure.

The RSL will advise the designated officer of the Council of the outcome at the end of the five days and will detail the reason(s) why a nomination has not led to an offer. No offer situations will it is expected be restricted to those situations identified in Section 7 of the main agreement.

5. Quotas and Targets

As a registered social landlord with Communities Scotland, the RSL agrees to reach a target of 50% of net lets to Council nominees. Where the Council has provided significant funding or land below the market value or some other form of subsidy for a new build scheme other quotas may be negotiated upwards with the agreement of both parties to this agreement.

Net lets above refers to total lettings less transfers, mutual exchanges, successions, H.O.M.E.S. and any special referral arrangements that may have been negotiated outwith this agreement.

Within the agreed quotas the parties accept that a flexible agreement is important in sustaining balanced communities, however recognition is made of the needs of those who may be homeless or faced with such. Where a nomination is indicated as a s5 referral, then reference should be made to the protocol attached at Appendix 3.

To facilitate the best use of housing stock in the Moray Area, the RSL agrees to accepting 100% nomination rights where the Council agrees to the rehousing of a RSL household where under occupation exists and/or the consequential vacancy results in the availability of adapted accommodation.

6. Refusal by a Nominee

Where a nominee refuses an offer of accommodation, written refusal will be requested by the RSL and a copy of this will be passed to the Council if provided. The applicant will be advised that such a refusal may affect their position on the Council's own list. If the Nominee is a referral in terms of s5 then the RSL will advise the applicant to contact the Council to clarify whether their referral affects any priority awarded to them in terms of relevant legislation concerning homelessness.

7. No offer Situations

The RSL must provide the Council with confirmation of the reasons where it has been unable to make an offer to one of those nominees provided by the Council. Where this is the case, the process will revert to that indicated in para 2. Should further failure occur then the RSL will refer to its own list.

Refusals to accept nominations should be restricted to the following circumstances:

- Where the nominee fails to meet criteria as specified in the RSL's allocation policy
- Where it is found that any information supplied by the applicant is either false or untrue
- Nominations that are not s5 referrals should still have regard to para 4 of Appendix 3
- Where the Council fails to provide a nomination within agreed target timescales the RSL reserves the right to allocate its vacancy from its own waiting list.

In the case of a nomination made in terms of s5, then no offer situations will be dealt with in accordance with the Protocol at Appendix 3.

Failed nominations will be notified by the RSL to the Council using Appendix 2 and monitored as set out in para 8 below.

8. Monitoring and Review

The Council will maintain a record of nominations and targets and relevant outcomes for monitoring purposes. These will be passed to the RSL on a quarterly basis and by the RSL requesting this information provided that seven working days notice is provided.

Designated staff of both organisations will meet on a quarterly basis to discuss the nomination process and to agree and implement any changes required in light of operational experience, legislative requirements or good practice guidance from recognised professional bodies.

An annual report will be produced to assist the monitoring against both organisations strategic objectives and be used at a year end review meeting.

9. Equal Opportunities

Both Organisations adhere to the objective of equality of opportunity in access to housing. This aims to ensure that no applicant receives less favourable treatment than others on the grounds of race, colour, religion, ethnic or national origin, sexual orientation, sex or marital status. Each party to this agreement will supply the other with copies of their equal opportunities policies. These it is expected will have regard to the following as a minimum.

- Race Relations Act 1976
- Sex Discrimination Act 1975 and 1986
- Disability Discrimination Act 1995
- Matrimonial Homes (Family Protection) (Scotland) Act 1981

10. Dispute Resolution

Where it is felt that this agreement has been broken or procedure not followed notification will be given by either party to the other in writing. Such notice will indicate the nature of concern and provide supporting evidence where relevant. Issues it is expected will be resolved through a meeting of designated officers to be arranged within 5 working days of notification. In the event that agreement cannot be reached will result in referral to an agreed mediator, the cost of such referral being split equally between both parties. In the case of s5 referrals special dispute resolution procedures apply and are contained within Appendix 3.

This agreement is made between Moray Council (The Council) and (RSL)

Signed: _____

Date _____

On behalf of *

Signed _____

Date _____

On behalf of *