
Restrictive covenants and Restriction on Title – Windmill Court and Stafford House Mortimer

Committee considering report:	Executive
Date of Committee:	14 March 2024
Portfolio Member:	Councillor Iain Cottingham
Date Portfolio Member agreed report:	13 February 2024
Report Author:	Martin Syrett
Forward Plan Ref:	EX4204

1 Purpose of the Report

- 1.1 To seek approval to enter into negotiations with Sovereign Housing Association (“Sovereign”) following an application from Sovereign requesting the release of covenants and restrictions in favour of West Berkshire District Council (“the Council”) relating to the use and disposal of property owned by Sovereign known as Windmill Court, Mortimer (“the Site”) for the purpose of Sovereign’s proposed redevelopment of the Site; and
- 1.2 To reject the requests made in a petition presented to the Executive on 22nd September 2022 on the basis of the content of this report.

2 Recommendations

- 2.1 That the Executive resolves:
 - To delegate authority to the Head of Finance and Property (Shannon Coleman-Slaughter), in consultation with Housing Services (Nick Caprara - Service Lead Housing) and Adult Social Care (Jo England – Service Lead Adult Social Care) to enter into negotiations with Sovereign to agree heads of terms for the release of the covenants and restrictions in favour of the Council for the purpose of Sovereign’s re-development of the Site and the negotiation of new nomination rights and covenants in favour of the Council relating to the redeveloped scheme.
 - To delegate authority to the Service Director of Strategy & Governance (Sarah Clarke) in consultation with the Head of Finance and Property, to enter into such agreements as are appropriate and necessary and in line with the negotiated heads of terms.

- To reject the requests detailed in the petition for the reasons set out in this report.

3 Implications and Impact Assessment

Implication	Commentary
Financial:	The Council has no property interest in the Site but derives value from nomination rights and the restrictions imposed on the title to the Site.
Human Resource:	No implications identified.
Legal:	<p>As described in the body of this report, the Site is subject to various covenants and restrictions in favour of the Council which restrict Sovereign’s use of, and its ability, to dispose of the Site, some of which are limited in time.</p> <p>In addition, the Site is subject to extra care sheltered housing nomination rights, and affordable housing nomination rights in favour of the Council which are also limited in time.</p> <p>If the covenants, restrictions and nomination rights were released without negotiation the Council would lose:</p> <p>For the period up to the 20th of February 2036</p> <ul style="list-style-type: none"> • The affordable housing accommodation (ie one two-bed flat and the property known as Stafford House at the site) and the associated nomination rights, • Sovereign’s obligation to re-provide those affordable housing nomination rights elsewhere in the district if the affordable housing accommodation is demolished or otherwise disposed of. • Control over the disposal of the affordable housing accommodation. <p>For the period up to 20th February 2026</p> <ul style="list-style-type: none"> • Control over disposal(s) of the Site, including methods of disposal and ensuring disposals are at market value. • Any net sale proceeds from any disposal of the affordable housing accommodation being recycled into other affordable housing in the West Berkshire district.

Risk Management:	<p>If the Council is minded to agree Sovereign's request for the release of the restrictions, heads of terms should be agreed for any such release as soon as possible in view of the time limited nature of the Deed of Covenant and the Affordable Housing Nominations Agreement.</p>
Property:	<p>The Site comprises 35no. flats which Sovereign is covenanted to use for the provision of extra care sheltered housing. Six of those flats are the subject of an extra care nominations agreement made in favour of the Council.</p> <p>On part of the Site is a detached 3 bed house known as Stafford House which is the subject of an affordable housing nominations agreement. It is currently let on an AST.</p> <p>The current mix of properties at the Site is: -</p> <ul style="list-style-type: none"> 22no. x 1 bed flats 7no. x 2 bed flats 5no. bedsits 8no. void units (included in the above). 1 guest flat <p>The 8 void units comprise</p> <ul style="list-style-type: none"> 6no. x 1 Bed flats 1no. Bedsit 1no. 2 bed property. <p>Sovereign is the freehold owner of the Site subject to the covenants and restrictions on the title to the Site in favour of the Council. The administration and operation of the affordable housing nominations agreement and the extra care nominations agreement are the responsibility of Sovereign with the Council nominating suitable nominees who fit the criteria set out in the nomination agreements.</p> <p>The Council currently has 100% nomination rights in respect of the 6 flats for extra care sheltered housing for the over 55s and 100% nomination rights in respect of Stafford House and a 1 x 2 bed flat. Stafford House is currently being used as a single family dwelling let on an AST</p>

Policy:				
	Positive	Neutral	Negative	Commentary
Equalities Impact:				
A Are there any aspects of the proposed decision, including how it is delivered or accessed, that could impact on inequality?	N	N	Y	Detrimental effect on those who currently benefit from nomination rights under the affordable housing nominations agreement and the sheltered housing (Extra Care) nominations agreement. These nomination rights are not regularly exercised due to lack of demand for the accommodation offered by Windmill Court.
B Will the proposed decision have an impact upon the lives of people with protected characteristics, including employees and service users?	N	N	Y	Yes, see above
Environmental Impact:	N	N	Y	Short term effect whilst demolition and construction take place.
Health Impact:	N	Y	N	
ICT Impact:	N	Y	N	
Digital Services Impact:	N	Y	N	
Council Strategy Priorities:	N	Y	N	
Core Business:	N	Y	N	

Data Impact:	N	Y	N	
Consultation and Engagement:	The decision to refer this matter to the Executive has been brought to the Council's Asset Management Group, where it received support to progress.			

4 Executive Summary

- 4.1 The Council has no property interest in the Site, but it benefits from the covenants and restrictions relating to the use and disposal of the Site which were imposed by the Council on the disposal of its 50% interest in the Site in 2006.
- 4.2 Sovereign has made a planning application to redevelop the Site as 100% affordable housing to provide 13 new homes for general needs as social rent and 11 shared ownership.
- 4.3 The covenants and restrictions restrict Sovereign's proposed redevelopment of the Site and Sovereign is seeking the release of the covenants and restrictions, in particular the covenant in the Transfer restricting the use of the Site to extra care sheltered housing and the provisions in the Deed of Covenant on the grounds that it considers there is no demand for such accommodation and that the covenants and restrictions are incompatible with its proposed redevelopment.
- 4.4 The release of all or some of the covenants and restrictions carries implications and would result in those time limited covenants and restrictions being lifted earlier than was originally envisaged and agreed.
- 4.5 The terms of the new covenants and restrictions should be such that the Site can only be used for 100% affordable housing and that the development cannot be for market value properties.
- 4.6 The effect of releasing the current covenants and restrictions would mean Sovereign could carry out the proposed redevelopment of the Site for the provision of 13 new homes for general needs as social rent and 11 shared ownership homes.
- 4.7 A report to the Executive was to be considered at a meeting on the 26th May 2022. Following receipt of a petition the report was put on hold whilst further discussions took place.
- 4.8 The petition was worded to the effect the Executive should reject any request from Sovereign to lift the restrictive covenants which would allow for the eviction of residents from Windmill Court.
- 4.9 The wording of the petition is set out below under the heading **Previous Scheme Petition.**

- 4.10 It is proposed that negotiations take place between the Council and Sovereign:
- (a) for the release of the covenant restricting the use of the Site to extra care sheltered housing and for the imposition of a new covenant restricting the use of the Site to affordable housing only and subject where required to a s106 agreement.
 - (b) for the renegotiation of the existing affordable housing nominations agreement in respect of the current affordable housing accommodation on Site so that the new agreement extends to the whole of the Site.
 - (c) for appropriate nomination rights elsewhere in the east of the district to compensate for those extra care sheltered housing nomination rights that would be lost
 - (d) where applicable, for a new deed of covenant and associated title restriction(s).
 - (e) that any such negotiated release of the covenants would be subject to the relocation of the residents currently occupying accommodation on the Site to homes of their choice elsewhere.
 - (f) The Executive to be appraised on a regular basis on the progress of relocating the remaining 5 residents of Windmill Court.

5 Supporting Information

Introduction

- 5.1 The Site is in the sole freehold ownership of Sovereign and is subject to various covenants and restrictions in favour of the Council which restrict Sovereign's use of the Site to that of extra care sheltered housing and affordable housing. The restrictions also limit and restrict Sovereign's ability to re-develop or dispose of the Site, or any part of it, within specified periods of time.
- 5.2 The Site currently comprises 35 units of studio/flat accommodation for the over 55s together with a house (formerly known as Stafford House which is shown coloured blue on the plan attached to this report) ("Stafford House") and one two bedroom flat, the use of which are restricted to affordable housing.
- 5.3 Sovereign proposes to redevelop the Site, as detailed in paragraphs 5.21 and 5.22 of this report, and has approached the Council seeking the removal of the covenants and restrictions registered against the title to the Site on the basis Sovereign consider those covenants and conditions are incompatible with and restrict the use proposed under the redevelopment scheme.

Background

- 5.4 Prior to 2006 the Council and Sovereign jointly owned the Site.
- 5.5 At that time, the Site comprised a 16no. bed registered care home which the Council managed and 28no. category 2.5 sheltered housing units which Sovereign managed. The use of those areas by the Council and Sovereign,

including use of the common areas, were regulated by leases made between the Council and Sovereign.

- 5.6 Following a review in 2000, the Council established that the registered care home at the Site was no longer cost effective or efficient and a decision was taken to close it as no provider could be found to take it on. As a result, the 16no. bed registered care home was vacated and left empty in 2004.
- 5.7 Proposals were discussed for the redevelopment of the Site by Sovereign and for the transfer to Sovereign of the Council's 50% interest in the Site.
- 5.8 A report was taken to the Executive on 9th December 2004 ("Windmill Court – Developing Services for Older People") and the recommendations approved for the development of sheltered housing for older people with higher needs on the Site in partnership with Sovereign, for the conversion of the registered care home part of the Site by Sovereign into six two bed bungalows/flats for the provision of that extra care sheltered housing and for the transfer of the Council's 50% interest in the Site to Sovereign.
- 5.9 Consequently, the Site was transferred to the sole ownership of Sovereign by a Transfer dated 20th February 2006 ("the Transfer"), and the lease arrangements were surrendered. On the same date Sovereign also entered into the following agreements with the Council:
- (a) An agreement for the provision of an integrated extra care scheme which included provisions relating to sheltered housing nominations ("the Sheltered Housing Nominations Agreement"),
 - (b) An affordable housing nominations agreement ("the Affordable Housing Nominations Agreement"),
 - (c) A development agreement ("the Development Agreement"),
 - (d) A deed of covenant ("the Deed of Covenant") and,
 - (e) A Day Care Facilities Agreement.

The Transfer

- 5.10 Under the Transfer, Sovereign covenanted:
- (a) To observe the obligations and conditions contained in the Development Agreement relating to the conversion of the registered care home into the extra care sheltered housing bungalows/flats.
 - (b) To use the Site for the provision of extra care sheltered housing with the exception of Stafford House the use of which is restricted to affordable housing in accordance with the Affordable Housing Nominations Agreement.

The Affordable Housing Nominations Agreement

- 5.11 This agreement operates for a period of 30 years from 20th February 2006 to 19th February 2036 and includes terms under which Sovereign:
- (a) is required to provide a two-bedroom flat and Stafford House as accommodation (“the affordable housing accommodation”) for households in need (as defined in the Affordable Nominations Agreement) who have been nominated to Sovereign by the Council.
 - (b) Must not sell or dispose of the affordable housing accommodation (except in accordance with the provisions of the Affordable Housing Nominations Agreement).
 - (c) Must make provision for the affordable housing accommodation to be replaced within the West Berkshire district if the affordable housing accommodation is demolished or otherwise disposed of, and that the terms of the Affordable Housing Nominations Agreement transfers to that new accommodation.

The Sheltered Housing Nominations Agreement

- 5.12 Amongst the terms and conditions agreed between the Council and Sovereign relating to the provision of the integrated extra care scheme at the Site, the management of the scheme and the operation of the nominations under the terms of this agreement Sovereign granted the Council 100% nomination rights in respect of the six two-bed bungalows/flats for nominees who satisfy the agreed criteria for admission as set out in the Sheltered Housing Nominations Agreement.

Deed of Covenant

- 5.13 The provisions of the Deed of Covenant operate until 20th February 2026 and contains details of the terms under which Sovereign may dispose (includes sale, transfers, and leases) of the Site or any part of it including obligations that Sovereign must:
- (a) notify the Council and obtain the Council’s written consent regarding the proposed method of sale and the terms of the disposal.
 - (b) ensure the disposal is at market value, must obtain the Council’s written consent before agreeing the sale proceeds of any disposal to be completed before 20th February 2026, or any other monies payable to Sovereign, such as clawback, overage and profit sharing, following any disposition falling due before 20th February 2026
 - (c) prior to a disposal, provide the Council with details of its proposals to use the net capital receipt (as defined in the Deed of Covenant) to provide affordable housing in West Berkshire (in particular funding of social rented housing rather than shared ownership).

Restriction on Title

5.14 In addition to the various covenants and restrictions contained in the Transfer, the Affordable Housing Nomination Agreement, the Sheltered Housing Nominations Agreement and the Deed of Covenant, Sovereign's ability to dispose of the entire Site is restricted by restrictions entered against their title to the Site.

The two restrictions are in favour of the Council:

- The first specifies that Sovereign cannot dispose of the Site unless they have a certificate from the Council that they have complied with the provisions of the Development Agreement, and
- The second specifies that Sovereign cannot dispose of the Site unless they have a certificate from the Council that they have complied with the provisions of the Deed of Covenant.

Previous Scheme Petition

5.15 The petition was worded as follows:

- *We, the undersigned, petition the Council to ensure its Executive REJECT any request(s) they receive from Sovereign Housing Association to lift restrictive covenant(s) or any other restrictions in respect of Windmill Court, the lifting of which would allow the eviction of residents from Windmill Court.*
- *Sovereign Housing Association's proposal to evict the residents of Windmill Court from their homes, without suitable alternative accommodation being available within the village that would allow them to retain family and/or personal ties, is not reasonable.*
- *All current restrictive covenant(s) or other restrictions, the existence of which currently prevent the Association's plans that may lead to eviction from Windmill Court, should remain in place.*

5.16 The Petition ran from 29/07/2022 to 05/09/2022 and a total of 393 people signed it.

5.17 The residents who currently occupy the accommodation on the Site are tenants of Sovereign, not of the Council. The existence of the current covenants and restrictions and any release or lifting (if agreed) of them would not preclude or prevent Sovereign from terminating any of those tenancies within terms and conditions of those tenancies.

5.18 At the date of writing this report there are five residents remaining on site.

5.19 Negotiations for the release of the covenants and restrictions would be subject to Sovereign relocating those residents who are in current occupation of the site to homes of their choice within a reasonable distance of Windmill Court, including where possible re-provision back on Site. Sovereign acknowledge

however that they are struggling to find alternative accommodation for the five remaining residents due to the lack of available suitable accommodation in the area.

Proposed Scheme

5.20 Since the presentation of the petition, Sovereign has submitted a revised development plan and now wish to develop the Site to comprise a mix of Social Rented and Shared Ownership home as follows:

Plot No	Property Type	Bedrooms / Bedspaces	Tenure	Form of Structure - HOUSES
1	House	3 bed, 5 person	Social Rent	Semi Detached
2	House	3 bed, 5 person	Social Rent	Semi Detached
3	House	4 bed, 6 person	Social Rent	Detached
4	House	3 bed, 5 person	Social Rent	Semi Detached
5	House	3 bed, 5 person	Social Rent	Semi Detached
9	Maisonette	1 bed, 2 person	Social Rent	Semi Detached
10	Maisonette	1 bed, 2 person	Social Rent	Semi Detached
11	Maisonette	1 bed, 2 person	Social Rent	Semi Detached
12	Maisonette	1 bed, 2 person	Social Rent	Semi Detached
16	Maisonette	1 bed, 2 person	Social Rent	Semi Detached
17	Maisonette	1 bed, 2 person	Social Rent	Semi Detached
18	House	2 bed, 4 person	Social Rent	Semi Detached
19	House	2 bed, 4 person	Social Rent	Semi Detached
6	House	3 bed, 5 person	Shared Ownership	Detached
7	House	3 bed, 5 person	Shared Ownership	Semi Detached
8	House	3 bed, 5 person	Shared Ownership	Semi Detached
13	House	3 bed, 5 person	Shared Ownership	Detached
14	House	1 bed, 2 person	Shared Ownership	Semi Detached
15	House	1 bed, 2 person	Shared Ownership	Semi Detached
20	House	3 bed, 5 person	Shared Ownership	Semi Detached
21	House	3 bed, 5 person	Shared Ownership	Semi Detached
22	House	2 bed, 4 person	Shared Ownership	Semi Detached
23	House	2 bed, 4 person	Shared Ownership	Semi Detached
24	House	2 bed, 4 person	Shared Ownership	Detached

5.21 In summary the intention is to develop 13 General Needs Social units as follows

- 1no. x 4 bed house
- 4no.x 3 bed houses
- 6no.x 1 bed maisonettes.
- 2no. x 3 bed house.

and 11no. Shared ownership as follows.

- 6no. x 3 bed houses
- 3no. x 2 bed houses
- 2no. x 1 bed houses.

5.22 It is proposed that seven of the homes will be secured under a s106 agreement. The remaining 17 homes will be provided by Sovereign as affordable housing in its capacity as a registered provider. The units to be secured under the s106 agreement have yet to be identified.

5.23 In terms of proposed new nominations, Sovereign are proposing:

- 1 bed maisonettes only; First Priority / First cascade - Returning Windmill Residents.
- Second cascade (should all the homes not be occupied by returning Windmill Residents)– Older Persons from Mortimer / Potential connection to Mortimer.
- Third and Final cascade – General Needs Housing to anyone on the housing register in West Berkshire.

5.24 A Planning Application (23/01859) for the redevelopment of the site as set out above excluding Stafford House has been submitted.

Incompatibility

5.25 The proposed redevelopment is incompatible with the covenants and restrictions contained in the Transfer, the Sheltered Housing Nominations Agreement, the Deed of Covenant and the Restrictions on title.

5.26 Sovereign maintain the provision of extra care sheltered housing is no longer required due to lack of demand for such accommodation, and as such it should be permitted to go ahead with its proposed affordable housing redevelopment scheme,

5.27 They put forward as evidence of the lack of demand for extra care sheltered housing a report prepared by Icen Projects Limited entitled Windmill Court, Mortimer – Housing Need Report. Whilst this report covers the demand for

Older Persons Need it does not deal with demand for Extra Care accommodation.

They also refer to the history of the site.

- 5.28 Originally, after the conversion of the Site, Windmill Court was a sheltered housing scheme where there was a warden on site to respond, but no carers.
- 5.29 Sovereign maintain there have never been any on site carers, and that lettings not complying with the provisions of the Transfer and the Sheltered Housing Nominations Agreement, have gone unchallenged by the Council.
- 5.30 From enquiries made of Adult Social Care it is evident that if the Site was refurbished or redeveloped to what is considered Extra Care Housing standard then there would be demand for it as the Council has nothing similar in the east of the District.
- 5.31 Adult Social Care are currently preparing their Market Positioning Statement (MSP) for the period 2024 to 2028 which will be published shortly. During the course of its preparation, it has been established there is a need for extra care sheltered housing in the east of the district.
- 5.32 Sovereign also consider that as it is their intention to develop the site as 100% affordable housing and that they intend to retain Stafford House, the covenants relating to affordable housing have been complied with and that only those relating to the provision and use as extra sheltered housing are preventing implementation of their proposed redevelopment scheme.
- 5.33 Sovereign has therefore approached the Council to request the release of all covenants and restrictions associated with the Site to allow it to proceed, subject to planning permission, with its proposed redevelopment plans.

Implications

- 5.34 Unless new terms are negotiated with Sovereign, if all the covenants and restrictions are released as Sovereign has requested the implications would be:

In respect of the extra care sheltered housing accommodation:

- (a) The loss of the 100% nomination rights over six of the two bed flats, meaning the loss of the extra care sheltered housing accommodation for nominees of the Council.

In respect of the affordable housing accommodation:

Until 20th February 2036:

- (b) The loss of the affordable housing nomination rights over Stafford House and over one of the two-bed bungalow/flats, and therefore the loss of the affordable housing accommodation for nominees of the Council;

- (c) The loss of the requirement to re-provide such nomination rights elsewhere in the district.
- (d) The loss of control over the disposal of the affordable housing accommodation.

In respect of the Site as a whole:

Until 20th February 2026:

- (e) The loss of control over any disposal(s) of the Site, including methods of disposal and ensuring disposals are at market value.
- (f) The loss of any net sale proceeds being recycled into other affordable housing in the West Berkshire district.

Proposals

5.35 It is proposed that any release of the current covenants and restrictions should be subject to negotiations between the Council and Sovereign of new terms and conditions relating to use of the Site solely for affordable housing, including new nomination rights and in relation to disposal(s) of the Site or any part of it. Such negotiations to include:

- (a) the release of the covenant restricting the use of the Site to extra care sheltered housing and the imposition of a new covenant restricting the use of the Site to affordable housing only and subject where required to a s106 agreement.
- (b) the renegotiation of the existing affordable housing nominations agreement in respect of the current affordable housing accommodation on Site so that the new agreement extends to the whole of the Site.
- (c) negotiation of appropriate nomination rights elsewhere in the east of the district to compensate for those extra care sheltered housing nomination rights that would be lost.
- (d) where applicable, for a new deed of covenant and associated title restriction(s).
- (e) Provision is made that the Site cannot be redeveloped without existing residents being re-located to homes of their choice, including reprovision back on Site.

5.36 The negotiation of a new affordable housing nomination agreement is considered to be a priority in the negotiations.

5.37 The Housing Team has indicated that its objection to the previous scheme was because it did not include 3 and 4 bed social rent properties. This objection is overcome by the new scheme and as a result the new scheme is one which Housing could support from an affordable housing perspective.

5.38 Adult Social Care maintain that there is demand for extra care accommodation in the east of the district particularly, but that the accommodation currently provided at the Site is outmoded and unable to provide accommodation to meet the requirements of a modern extra care facility. ASC indicate that the level of

demand for extra care homes at the Site is not an indication of demand for extra care homes in the district.

5.39 Whilst the present covenants and restrictions would not preclude Sovereign from terminating the tenancy agreements of those residents who still remain on the Site, to address the concerns raised in the petition, any agreed release of the covenants would be subject where possible to the re-provision of suitable accommodation for those remaining residents.

6 Other options considered.

- 6.1 Do nothing and let the terms of the Deed of Covenant expire in 2026 resulting in the loss of control over any disposal(s) of the Site, including methods of disposal and ensuring disposals are at market value. There will also be a loss of any net sale proceeds being recycled into other affordable housing in the West Berkshire.
- 6.1 Refuse the request for the release of any or all of the covenants and restrictions. Rejected on the grounds that the Deed of Covenant will expire on the 20th February 2026 and WBC will lose all benefits arising from the Deed after that date.
- 6.2 Agree to a partial release of the covenants and restrictions so far as they relate to the extra care sheltered housing use to enable the redevelopment of the Site for affordable housing. On the basis the provisions of the other agreements are time limited and reflect the use of the Site as was developed almost twenty years ago, it is recommended that the covenants and restrictions for the whole Site are revisited in the context of the proposed new development.

7 Conclusion

- 7.1 The Council has no property interest in the Site but it benefits from the various covenants and restrictions relating to the use and disposal of the Site which were imposed by the Council on the disposal of its 50% interest in the Site in 2006.
- 7.2 Sovereign has made a planning application to redevelop the site as 100% affordable housing to provide 13 new homes for General Needs as Social Rent and 11 shared ownership.
- 7.3 Sovereign has requested that the covenant in the Transfer restricting the use of the Site to extra care sheltered housing and the provisions in the Deed of Covenant are lifted on the grounds that there is no demand for such accommodation.
- 7.4 Adult Social Care maintain that there is demand but the accommodation provided by the Site is outmoded, and that the low level of demand for homes at the Site is not an indication of demand for extra care homes in the district.
- 7.5 The request to lift the restrictive covenants for the purpose of the proposed redevelopment enables negotiation and/or reconsideration of the terms of the

restrictive covenants and associated nominations provisions including those provisions that are currently time limited.

- 7.6 As stated in this report, negotiations would deal with new terms and conditions relating to the use of the Site solely for affordable housing, including new nomination rights in relation to disposal(s) of the Site or any part of it.
- 7.7 With regard to the petition, negotiations would be undertaken such that release of the covenants and restrictions would not be agreed for redevelopment of the Site and such redevelopment could not be implemented until all existing residents of the Site were relocated to homes of their choice.
- 7.8 The Executive to be appraised on a regular basis on the progress of relocating the remaining 5 residents of Windmill Court.

8 Appendices

- 8.1 Appendix A – Equality Impact Assessment
- 8.2 Appendix B – Data Protection Impact Assessment
- 8.3 Appendix C - Site Plan of Windmill Court and Stafford House.

Subject to Call-In:

Yes: No:

- The item is due to be referred to Council for final approval
- Delays in implementation could have serious financial implications for the Council
- Delays in implementation could compromise the Council's position
- Considered or reviewed by Scrutiny Commission or associated Committees or Task Groups within preceding six months
- Item is Urgent Key Decision
- Report is to note only

Wards affected: Burghfield and Mortimer

Officer details:

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Appendix A

Equality Impact Assessment (EqIA) - Stage One

<p>What is the proposed decision that you are asking the Executive to make:</p>	<ul style="list-style-type: none">• To delegate authority to the Head of Finance and Property (Shannon Coleman Slaughter), in consultation with Housing Services (Nick Caprara – Service Lead Housing) and Adult Social Care (Jo England – Service Lead Adult Social Care), to enter into negotiations with Sovereign to agree heads of terms for the release of the covenants and restrictions in favour of the Council for the purpose of Sovereign’s re-development of the Site, and the negotiation of new nomination rights and covenants in favour of the Council relating to the redeveloped scheme.• To delegate authority to the Service Director of Strategy & Governance,(Sarah Clarke) in consultation with the Head of Finance and Property, to enter into such agreements as are appropriate and necessary and in line with the negotiated heads of terms.• To reject the requests detailed in the petition for the reasons set out in this report.
<p>Summary of relevant legislation:</p>	

<p>Does the proposed decision conflict with any of the Council's priorities for improvement?</p> <ul style="list-style-type: none"> • Ensure our vulnerable children and adults achieve better outcomes • Support everyone to reach their full potential • Support businesses to start develop and thrive in West Berkshire • Develop local infrastructure including housing to support and grow the local economy Maintain a green district • Ensure sustainable services through innovation and partnerships 	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please indicate which priority and provide an explanation</p>
Name of Budget Holder:	Richard Turner
Name of Service/Directorate:	Finance and Property
Name of assessor:	Richard Turner
Date of assessment:	29/09/2023
Version and release date (if applicable):	n/a

Is this a ?		Is this policy, strategy, function or service ... ?	
Policy	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	New or proposed	Yes <input type="checkbox"/> No <input type="checkbox"/>
Strategy	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Already exists and is being reviewed	Yes <input type="checkbox"/> No <input type="checkbox"/>
Function	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is changing	Yes <input type="checkbox"/> No <input type="checkbox"/>
Service	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

(1) What are the main aims, objectives and intended outcomes of the proposed decision and who is likely to benefit from it?	
Aims:	<p>To obtain authority to enter negotiations with Sovereign Housing Association to lift the restriction on Title restricting the use of the property to extra care sheltered housing and imposing a new covenant to the effect that the property can be used only for affordable housing subject to a s106 agreement.</p> <p>That the existing affordable housing nominations agreement in respect of Stafford House is</p>

	renegotiated so that the new agreement extends to the whole site.
Objectives:	To secure the best possible outcome for WBC in terms of securing benefits from the redevelopment.
Outcomes:	To replace the existing outmoded accommodation at Windmill Court and to secure nomination rights on the new development.
Benefits:	The redevelopment will provide modern Social Rent units at the site. WBC will have 100% Nomination Rights across the Social Rent units and if WBC are minded and it is possible the taking of a capital sum for the release of the covenants providing monies to invest in housing elsewhere in the district.

(2) Which groups might be affected and how? Is it positively or negatively and what sources of information have been used to determine this?

(Please demonstrate consideration of all strands – Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion or Belief, Sex and Sexual Orientation)

Group Affected	What might be the effect?	Information to support this
Age	Loss of an extra care property and associated nomination rights albeit for a property which is outmoded and where there is little demand for the accommodation as an Extra Care facility Given the low numbers involved (5 Residents at the date of this report), Sovereign's assurance of no evictions and offers of suitable alternative housing impact is considered low	Details of the proposed scheme submitted by the developer, the Deed of Covenant and Extra care and Affordable Housing nominations agreements all dated 20 th February 2006
Disability	As for age	As for age.
Gender Reassignment		
Marriage and Civil Partnership		

Pregnancy and Maternity		
Race		
Religion or Belief		
Sex		
Sexual Orientation		
Further Comments:		
At present there are five residents who may be affected by the proposals. Sovereign have met and discussed the proposals with the affected residents and assurances have been given that no evictions will take place as a result of the proposals.		

(3) Result	
Are there any aspects of the proposed decision, including how it is delivered or accessed, that could contribute to inequality?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Will the proposed decision have an adverse impact upon the lives of people, including employees and service users?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The lifting of the various restrictions across the site will enable redevelopment. Existing Residents will have to be re-housed possibly outside the geographical area of the existing property. There is no demand for sheltered housing as provided by the property for the elderly or disabled in this location.	

(4) Identify next steps as appropriate:	
EqlA Stage 2 required	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owner of EqlA Stage Two:	
Timescale for EqlA Stage Two:	

Name: Martin Syrett

Date: 13 February 2024

now forward this completed form to Pamela Voss, Equality and Diversity Officer (pamela.voss@westberks.gov.uk), for publication on the WBC website.

Appendix B

Data Protection Impact Assessment – Stage One

The General Data Protection Regulations require a Data Protection Impact Assessment (DPIA) for certain projects that have a significant impact on the rights of data subjects.

Should you require additional guidance in completing this assessment, please refer to the Information Management Officer via dp@westberks.gov.uk

Directorate:	Resources
Service:	Finance and Property
Team:	Property Services
Lead Officer:	Martin Syrett
Title of Project/System:	Restrictive Covenants and Restriction on Title – Windmill Court and Stafford House, Mortimer.
Date of Assessment:	16 th January 2024.

Do you need to do a Data Protection Impact Assessment (DPIA)?

	Yes	No
<p>Will you be processing SENSITIVE or “special category” personal data?</p> <p><small>Note – sensitive personal data is described as “ data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation”</small></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will you be processing data on a large scale?</p> <p><small>Note – Large scale might apply to the number of individuals affected OR the volume of data you are processing OR both</small></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will your project or system have a “social media” dimension?</p> <p><small>Note – will it have an interactive element which allows users to communicate directly with one another?</small></p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will any decisions be automated?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Restrictive covenants and Restriction on Title – Windmill Court and Stafford House Mortimer

	Yes	No
Note – does your system or process involve circumstances where an individual's input is "scored" or assessed without intervention/review/checking by a human being? Will there be any "profiling" of data subjects?		
Will your project/system involve CCTV or monitoring of an area accessible to the public?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will you be using the data you collect to match or cross-reference against another existing set of data?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will you be using any novel, or technologically advanced systems or processes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Note – this could include biometrics, "internet of things" connectivity or anything that is currently not widely utilised		

If you answer "Yes" to any of the above, you will probably need to complete [Data Protection Impact Assessment - Stage Two](#). If you are unsure, please consult with the Information Management Officer before proceeding.