

# Findhorn Ecovillage Land & Housing Trust

## Housing Support Policy

### for Silvertrees

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## 1 Definitions

Ekopia	Ekopia Social Investments Ltd.
Land Trust	The Findhorn Ecovillage Land and Housing Trust, a Division of Ekopia created to hold land and buildings in trust and provide support to members of the community seeking affordable housing.
Land & Housing Trust Committee	A committee set up to allocate housing support to community members. It is responsible to the board of Ekopia and currently comprises representatives from Ekopia, the Findhorn Foundation and the New Findhorn Association. Abbreviated to 'L&HT Committee'.
NFD	New Findhorn Directions Ltd
Landlord	New Findhorn Directions Ltd
Allocations Policy	A method of determining the suitability or otherwise of applicants for Housing Support.
Housing Support	Support provided via the Land Trust for the provision of housing.
Cluster	A group of houses or other properties forming a recognisable collective entity and having various associated by-laws to regulate relevant procedures.
Community	The community of individuals associated with Findhorn Ecovillage.
House	This shall be interpreted to include 'flat' 'unit' or other essentially self-contained form of housing.
Silvertrees Cluster	Housing owned by NFD location on and near the old entrance to the Park. This Cluster has previously been called Project Arizona and also Project A.
Tenancy Agreement	A document issued by the Landlord.
Loan Agreement	A document issued by the Landlord.
Lender	The holder of a Right to Occupy Loan Agreement.

The singular includes the plural for the purposes of this document.

## **2 Scope**

This policy describes the method by which a member of the Community may receive support from the Land Trust to live in accommodation at Silvertrees. It does not set out to describe the general circumstances in which an individual may apply to receive support from the Land Trust – this is contained in the **Allocations Policy**.

These policies are owned by Ekopia and administered in tandem by the Land and Housing Trust Committee.

## **3 Background**

Housing Support funds have been accumulated through:

- A Grant made to NFD by the Scottish Government's Rural Housing Fund.
- A donation made to the project via the Findhorn Foundation.
- A Loan provided by supporters of affordable housing projects via Ekopia.
- Loans provided by 'Right to Occupy Loan Agreements'.

Housing Support funding is available in respect of both 'Right to Occupy Loan Agreements' and Rentals.

Note this policy covers the allocation of units. Once a unit has been allocated, the agreement between the landlord and the successful applicant is covered by a Tenancy Agreement. For the Right to Occupy properties, in addition to a Tenancy Agreement, once a unit has been allocated, the agreement between the landlord and the successful applicant is also covered by a Right to Occupy Loan Agreement.

## **4 Review of Policy**

The principles underlying this policy were developed and have been tested since 2011 on similar allocation policies for the Whins Cluster.

This Policy shall be reviewed as required and as a minimum prior to each new set of allocations by the Land and Housing Trust Committee, who will propose amendments (if required) to Ekopia in consultation with NFD. When the amendments are accepted, Ekopia will issue the revised Policy. If no amendments are required, the policy may be reissued. This process may require consultation with the membership of Ekopia, the community at large and other interested parties.

## **5 Financial Circumstances**

Candidates are expected to make a full disclosure of their financial circumstances to the Land & Housing Trust Committee. The Land and Housing Trust Allocations Policy currently excludes those whose gross household income is:

- more than £23,000 for a single adult household

- more than £29,400 for a 2 or more adult household.

NB However, in addition there is a specific agreement in place with The Moray Council (a 'Section 75 Agreement') for the Silvertrees cluster that changes both of these limits to a single criteria for Silvertrees:

- more than £27,000 for single or more adult household

## **6 Principles and Mechanisms**

The allocations process is a straightforward choice of a suitable individual(s) to receive a letting. A balance may need to be struck between housing need and ability to pay. Housing for rent at a subsidised rate shall therefore be made available via the Allocations Policy on the following basis.

### **6.1 Properties**

The properties available are:

\* Four 2-bedroom units, nos 166 to 169 with an internal floor are of approximately 62 m<sup>2</sup>. These are all mid terrace, two storey units.

These are most suited to a small family unit – a couple, a couple with one child or a single parent with one or more children, or to two adults intending to live together.

\* Four 1-bedroom units, nos 164, 165, 170 and 171 with an internal floor are of approximately 42 m<sup>2</sup>. Nos. 164 and 171 are end terrace, single storey, wheelchair accessible unit. Nos. 165 and 170 are mid terrace, two storey units.

These are most suited to a single person, a couple, or a single parent with a young child.

Properties shall be allocated either as rental units, governed by a tenancy agreement, or as Right to Occupy” units, governed by a Right to Occupy loan agreement and a tenancy agreement.

### **6.2 Landlord’s Criteria**

The Landlord has agreed the following criteria in respect of all of these properties. These criteria are listed in descending order of importance.

The Landlord has a number of tenants living in caravan accommodation. Subject to their meeting the criteria spelled out in the Allocations Policy the Landlord wishes to offer them the opportunity to take up a unit in the Cluster should they wish to apply and wish to have 3 criteria for such offers:

1. Those resident in said caravan accommodation as at 1/1/19
2. Those resident thereafter.
3. Applicants who are not caravan tenants

Greater weight is to be given to those falling into the pre 1/1/19 pool over those after this

date. The Landlord is ideally looking to see a minimum of 2 tenants who were previously long let caravan tenants.

Multi-generational living is an effective way to create social sustainability in a neighbourhood. We are therefore striving for a broad range of ages in the block of flats. See also Appendix 4 for NFD's 'Co-housing Policy'.

We also wish to attract tenants with an interest in co-housing engagement. This includes active participation in co-housing culture and group activities (social and administrative) as well as chores.

The Land and Housing Trust Allocations Policy currently excludes anyone who is not or has never been resident in the counties of Moray and Nairn for at least six months.

NB However, in addition there is a specific agreement in place with The Moray Council (a 'Section 75 Agreement') for the Silvertrees cluster, that supersedes the Allocations Policy, and includes anyone who has a local connection to the Moray area by living, working or having a family member in the Moray area or require support to a family member living in the area.

### 6.3 Community Criteria

As a result of the extensive consultation undertaken in 2016 and by Findhorn College in 2018 the L&HT Committee are encouraged to continue to prioritise those who fall into the category of being in financial need (as defined in the Allocations Policy) and also to prioritise those who have significant medical or care needs.

The Allocations Policy states that length of service to the community with an organisation affiliated to the Ecovillage shall be one of the key selection criteria. The details as to how this shall be interpreted are set out in that document.

It was also agreed that the L&HT Committee be asked to take into consideration "the applicant's fit with the community and their capacity to contribute."

The Land & Housing Trust Committee were also encouraged to use a points system, reflecting these priorities to screen candidates, followed by an attunement process.

The L&HT Committee are given broad latitude to interpret these criteria and they may request community input into priorities and changing needs from time to time.

### 6.4 Allocation of Properties: General Issues

The allocation process is carried out jointly by the L&HT committee, NFD and Ekopia. The roles of these different groups in the process is explained in the appendices. All applications for housing support are assessed based on the Allocations Policy and this housing support policy. This process applies to both Right to Occupy units and Rental

units.

Examples of monthly rent levels, excluding Hoco charges, are as follows:

One Bedroom	£339.07
Two Bedroom	£438.81

For those where Right to Occupy Loan Agreements exist reduced rents have been calculated using a similar approach to that agreed between Duneland Ltd and Moray Council in 2011 in relation to East Whins Section 75 shared ownership housing and in consideration of the Council Housing Needs and Demand Assessment. If you have signed a Right to Occupy Loan Agreement, the rent has been calculated as the nominated market value of the properties, less the percentage of the market value the Loan Agreement represents at the time it is taken out, excluding a deposit of 20% of the market value of the property.

Thus, for example, if the current market value of the property is £180,000 and the Lender provides a loan of £45,000 then:

- The ratio of the two is such that the Loan forms 25% of the value of the Property.
- The rental figure to be paid shall therefore reduce by 5%.

For the market value of the properties at time of building, the rents for Right to Occupy Loan Agreement tenants, based on various different capital payments (see 6.6.3) are as follows

	Standard Monthly Rent	Capital Payment	Revised Monthly Rent
One Bedroom End Terrace, No 167	£339.07	£40,000	£283.59
		£50,000	£268.18
One Bedroom Mid Terrace, No 170	£339.07	£40,000	£277.72
		£50,000	£261.57
Two Bedroom Mid Terrace, No 167	£438.81	£50,000	£377.06
		£55,000	£362.11
		£60,000	£347.16

Intermediate Capital Payments are possible, and resulting revised rents can be advised.

## 6.5 Rentals

### 6.5.1 Mechanism

Rentals are provided via a Tenancy Agreement, available from NFD on request. The rental charge falls approximately 20% below the maximum rental rate allowed by Moray Council Local Housing Allowance Rates (2015-2020). NFD therefore considers these rental properties to be in the 'social' rental category. The rental charge may vary in future as specified in the Scottish Rural Housing Fund grant agreement, that is:

- the rent may increase no more than once in any calendar year
- the rent does not exceed the Average Private Sector Rate (i.e. Moray Council Local Housing Allowance Rates).
- Increase can only be in line with the percentage increase in the applicable CPI in the preceding 12 month period plus 1%.

Additional to this NFD shall not charge more than the Local Housing Allowance (excluding the local Hoco, utility and similar charges) as rental for each let Affordable Housing Unit.

### **6.5.2 Properties**

Three 2-bedroom units, Nos 166, 168 and 169  
and  
Two 1-bedroom units, Nos 165 and 171  
are available for rental.

### **6.5.3 Allocation of Property**

A rental will be paid to NFD, the owner of the property, and the L&HT Committee must therefore assess candidates on the following criteria that are additional to those spelled out in the Allocations Policy.

- a) The ability of the candidate to pay the charge/rental. This shall be assessed according to the information provided by the candidate and by undertaking a simple check to ensure candidates are not in breach of any of the "Disqualifications and Exclusions" identified in the Allocations Policy itself.
- b) The suitability of the candidate for the accommodation available.
- c) The needs of the candidate. This may include their financial and family circumstances, and their likely level of future commitment to the Community. Candidates must be in a position to pay the rent, but given the very limited supply of good quality subsidised accommodation, those on low wages should receive suitable consideration. Individuals or families who are in a position to purchase suitable accommodation should not normally be considered.
- d) Candidates with limited mobility or who have significant medical or care needs will need to obtain the support of the Community Care Circle and NFD for their application, that they will be able to access and live in the unit and sign a declaration that they will be responsible for their own medical or care needs. See Appendix 2 for more details.
- e) For the purposes of this exercise "suitable accommodation" means a house, flat or other permanent structure.
- f) Units should be allocated on a best fit basis i.e. so that the overall size and accessibility is adequate for the household concerned.
- g) Couples who are married or in civil partnerships may become joint tenants. For other situations, joint tenancies may be available on discretion of the Landlord.

Where an individual is the named applicant/tenant, the obligations of the tenancy shall fall entirely on that named tenant.

## 6.6 ‘Right to Occupy Loan Agreement’

### 6.6.1 Mechanism

In relation to the loan provided in the form of ‘Right to Occupy Loan Agreements’ this is defined according to the following **general principles**:

- a) that the Lender shall have a continuing stake in the property and
- b) that the value of the Loan on redemption shall grow in line with the increasing (or decreasing) value of house prices in general (represented by the House price Index Scotland, <https://www.gov.uk/government/publications/uk-house-price-index-scotland-march-2018/uk-house-price-index-scotland-march-2018>).

Housing in accordance with the above principles is provided through a ‘Right to Occupy’ Loan Agreement. The purposes of this document are to:

- 1) Define the values of the respective financial inputs by the Lender and the Landlord.
- 2) Define the responsibilities of the two parties.
- 3) Ensure that the value in the development provided by the Lender is held in perpetuity. The individual Lender cannot utilise that value without due process. Neither can NFD remove that value, except in the case of an outright sale of the property.

The ‘Right to Occupy Loan Agreement’ is a legal document and must be read in conjunction with the Tenancy Agreement referred to therein, the details of which are available separately. It is crucial that any candidate fully understands the implications.

### 6.6.2 Properties

One 2-bedroom units, No 167  
and

Two 1-bedroom units, Nos 164 and 170  
are available under Right to Occupy Loan Agreements.

### 6.6.3 Allocation of Property

All allocation criteria for Rentals (section 6.5.3) shall also apply to Right to Occupy units. In addition for Right to Occupy units, the L&HT Committee must assess candidates on the following criteria that are additional to those spelled out in the Allocations Policy:

The amount of capital they have available. The loan required for a ‘Right to Occupy Loan Agreement’ arrangement is £50,000 to £60,000 for a two bedroom unit and £40,000 to £45,000 for a one bedroom unit.



If the individual has too little capital they are likely to be better advised to seek a rental property. If they have too much the Committee may conclude they have no need for housing support.

Each successful applicant will have loaned NFD the sum of £50,000 to £60,000 (two bedroom unit) or £40,000 to £45,000 (one bedroom unit) and will via the Tenancy Agreement become a tenant and benefit from a reduced rent during their tenancy in relation to the unit in question. The loan will become repayable in full plus any increase (or decrease) in the House Price Index Scotland, at the time the tenancy ceases.

It is important to bear in mind that the outcome of this assessment will be that the individual becomes the part-owner of a house in which they have a less than outright, probably a minority, financial stake. NFD invests the remaining value through the above mechanism.

A rental will be paid to NFD based on the principles outlined in 6.4 for the value of the Landlord's stake in the property.

## 6.7 Re-allocations

When a tenant vacates a property, NFD will ask the Committee to re-allocate the property.

## 6.8 Final Decision

The role of the L&HT Committee is to recommend individuals for this form of support to the Landlord for approval. The Landlord shall always take cognisance of this advice but may carry out further investigation of the circumstances.

## **Appendices**

These appendices are for guidance only and do not form a part of the Housing Support Policy.

These appendices explain the allocations process and the role of the L&HT committee, NFD and Ekopia. The L&HT committee will not enter into discussions of individual cases. If an applicant wishes to appeal or lodge a formal complaint, this should be done through the appeals/complaints procedure in the Allocations Policy (i.e. made in writing to the Ekopia board).

### **1. Advertising a Vacancy**

NFD is responsible for advertising any vacancies, for collating applications, and forwarding them to the L&HT Committee.

#### **1.1. Advertisement**

This shall contain:

- The date any applications must be in by, date units will become available and the desired move in date . State that late applications will not be considered.
- Right to Occupy units: rent levels for 1 and 2 bedroom units, considering current market value of the units and the required loan.
- Details about charges such as how the Hoco and cluster charges are levied.
- Common assets and responsibilities of occupants in relation to them.
- An up-to-date version of the application form shall be made available as a Word document on the NFD website. This shall make it clear to whom completed applications should be forwarded to (normally an NFD appointee). Electronic applications only will be accepted.

A model advertisement is included in section 1.3

#### **1.2. Distribution**

- NFA members by email
- Foundation members by email
- Ekopia members by email
- Duneland members by email
- Article placed by NFD in the Rainbow Bridge
- NFD direct distribution to their current tenants living in caravan accommodation
- Advertisement in the Forres Gazette

### 1.3. Typical Advertisement

#### **OPPORTUNITY FOR AFFORDABLE RENTED FLAT AT SILVERTREES**

4 one-bedroom and 4 two bedroom flats will become available in [date] at the Silvertrees housing cluster. The rent levels are as agreed with the Scottish Rural Housing Fund and are controlled by Moray Council and/or the Scottish Government and the flats are owned and administered by New Findhorn Directions Ltd (NFD).

Within Silvertrees there are 2 one bedroom units and 3 two bedroom units that are offered under a straight rental agreement. There are also 2 one bedroom and 1 two bedroom flats that offer the opportunity for a Right to Occupy Loan Agreement. Such an agreement provides the tenant with the ability to invest into the property, receive a reduced rent for the period of their tenancy and share in any movement in the Scottish Property index over the period of their tenancy upon repayment of the loan.

If you are interested and

- \* are applying as (2 bed units) a couple, a couple with a child, a single parent with children, or two adults intending to live together or (1 bed units) a single person, a couple, a single person with a young child
- \* straight rental units: can pay rent of £383.85/month for two bed unit or £317.85/month for one bed unit
- \* Right to Occupy Loan Agreement units: [rental rates to be confirmed]
- \* can cover Hoco charges which are currently £4.70 per m<sup>2</sup>
- \* can cover utilities,
- \* can cover Moray Council Tax Bill; (pending assessment) the one bedroom units will be Band A and the two bedroom units Band B
- \* have been a community member for two years (for those not currently or historically connected to the community then willing to demonstrate a commitment to the ethos of and being in service to the community upon taking up any offered tenancy)
- \* and otherwise meet the criteria set out in the Allocations and Housing Support Policies.
- \* would be able to move in from [date]

8 Properties:

4 x one bedroom (each having internal footprint of 42m<sup>2</sup>) to include 2 via Right to Occupy Loan agreements

4 x two bedroom (each having internal footprint of 62m<sup>2</sup>) to include 1 via Right to Occupy Loan agreements

Two of the units are wheelchair accessible.

All units have access to district heating system and common laundry facility.

All the units are designed to a high eco specification and should have low running costs.

**We'd love to hear from you at [nfd.manager@findhorn.org](mailto:nfd.manager@findhorn.org) - closing date noon on [date] - N.B. Late applications will not be considered. If you have any questions**

**about your application or the application process, please contact this email address.**

An application form is available from the NFD website or the Ekopia website at <http://www.ekopia.org.uk/ecovillage/affordable-housing/>

Also on this Ekopia page you can read:

- \* the Allocations Policy document
- \* the Silvertrees Housing Support Policy

**All applications must be submitted, in electronic form (including any required supporting documents), by the closing date to [nfd.manager@findhorn.org](mailto:nfd.manager@findhorn.org)**

## **2. Assessing the Applicants and Awarding the Tenancy**

For candidates with limited mobility or who have significant medical or care needs, NFD will direct them to obtain the support of the Community Care Circle for their application, assess whether they will be able to access and live in the unit and have the applicant sign a declaration that they will be responsible for their own medical or care needs, and have this supported by the Community Care Circle.

NFD will check the references of the applicants, their recent tenancy history, and review their financial details.

The Land and Housing Trust Committee is responsible for assessing the applicants' suitability for the tenancy. Usually this is done by screening against the criteria in the Allocations and Housing Support Policies, short listing of applicants and then an attunement. Ideally this will come up with a ranked list of applicants, so that if for any reason the 1<sup>st</sup> choice candidate turns down the tenancy, the next candidate on the list can be notified. If further clarification / information is required on a particular applicant, the Committee will contact the applicant directly for this information.

The Committee will advise NFD of the ranked list of successful applicants and the list of unsuccessful candidates. In this communication, the Committee will confirm to Ekopia that all the conditions of the Allocations and Housing Support Policies have been met, so that these bodies can discharge any responsibilities they have in this matter with Moray Council and the Rural Housing Fund. NFD is responsible for communicating the outcome of the application process to the applicants, and carrying out any further checks on the successful applicant, if required. NFD will send the tenancy agreement to the successful applicant for review and signature and agree the entry date for the property.

An example of the tenancy agreement is available from NFD. Note that NFD administers the tenancy agreement, while Ekopia administers this document.

### 3. Timeline

A timeline is included here to give applicants and people involved in the process an idea what is involved in the whole allocation process, and why particular steps take a certain time. This refers to RENTAL properties **only**. A similar process is likely for Right to Occupy properties although the timelines are, in some cases, likely to be **significantly longer**.

The process assessed below covers where a sitting tenant has decided to leave the property, and covers all the steps to get a new tenant in place. This is started by the sitting tenant giving 28 days notice to NFD. Durations given below are estimates for a typical process and may be longer or shorter.

The initial process for allocating new properties is similar to this timeline, though there is more flexibility, in that the process can be started much earlier.

Task	Action	Duration	Elapsed Time
1	NFD advises Ekopia, L&HT and CCC that a vacancy has come up		
2	NFD, L&HT and Ekopia review required documents (Allocations Policy, HSP, Application Form and Points Template) . Decide whether they are still fit for purpose, or need to be updated.	As required	
3	Develop overall schedule with NFD, L&HT, Ekopia and CCC, and confirm that all the required steps are covered and understood. Identify key dates: advertisements posting date, application closing date, date for NFD reviews and L&HT assessment and allocation, award date, date loan required (Right to Occupy applicants only), entry date.	As required	
4	NFD Housing advertise the vacancy, make sure Policies and word copy of application form are available on their web site.	1 week	7 days
5	Application time.	2 weeks	21 days
6	Applicants who have significant medical or care needs contact CCC and NFD to obtain their support for their application	Within above period	
7	Fit with Community: L&HT chairman to ask key organisations at the time of allocation whether they have recently hired, or are about to hire specific individuals to fill skills gaps they have. Aim is to facilitate bringing or keeping critical skills into the area.	Within above period	
8	NFD checks references, financial details and	7 days	28 days

	tenancy history, and excludes applicant who do not pass these criteria		
9	NFD checks out the old tenant and ensures the property is ready for the new tenant (i.e. redecorate as required)		At 28 days
10	NFD compile the applications and send to L&HT Chairperson.	2 days	30 days
11	L&HT Chairperson distributes applications to the Committee and organises meetings for screening and attunement.	1 day	31 days
12	Committee review all applicants. Ekopia, NFA and FF each have one vote on the Committee, so relevant Committee members need to meet up before the meeting to agree on their ranking. Duration will depend on number of applicants; for example 10 applicants has taken 4 days.	4 days	35 days
13	Screening meeting.	1 day	36 days
14	Clarifications from applicants. It may be possible to go ahead with the process, noting that specific applicants still need to clarify some issues.	7 days	43 days
15	Attunement meeting. Outcome reported back to NFD.	1 day	44 days
16	NFD reports to their board and obtains their agreement. NFD reviews the L&HT recommendations. NFD notifies all applicants of the outcome of the process.	3 days	47 days
17	NFD discusses tenancy agreement with successful applicant and agrees and entry date. This may or may not take into account the notice period the applicant is required to give their current landlord.	7 days	54 days
18	NFD checks in the new tenant.		

#### **4. The Landlord's Co-housing Policy**

New Findhorn Directions Ltd (NFD) is committed to building affordable, multi-generational, sustainable community housing that improves the quality of residents' everyday lives, develops a strong sense of community, and simultaneously delivers lower overall living costs, while conserving and improving the environment.

Our policy is:

- we seek to balance the ages of the residents, whenever possible, to achieve its multigenerational goal and create social sustainability in the neighbourhood.
- where possible, design is used to encourage social interaction, for example by keeping fewer cars (including Moray Carshare vehicles) on the periphery, providing common laundry facilities and a communal south facing green space in the centre of sites;
- to maximise where practicable, shared facilities such as playing areas, laundry/outside drying space, cycle parks etc.
- residents manage their own community's maintenance and its development, their own common assets, tending the gardens;
- the community is governed in a non-hierarchical way and adults are expected to take part in decision making and, when agreed, community chores;
- to comply with general Findhorn Foundation Community policies and guidelines.

We will actively participate in co-creating such a culture, by assisting and supporting residents' associations social and administrative activities, in order to achieve these goals;

Please email any questions to [nfd.manager@findhorn.org](mailto:nfd.manager@findhorn.org)

Review: This Multigenerational Living and Co-housing policy shall be reviewed as required and as a minimum prior to each new set of allocations. This version was re-issued in April 2021.