Private Sector Housing Financial Assistance Policy

1 Summary

- 1.1 This policy sets out the terms and criteria for the Norwich City Council Financial Assistance Schemes for housing adaptations and repairs.
- 1.2 The scheme is designed to
 - 1.2.1 help you with the cost of repairs if you are living in housing that may be dangerous or could damage your health;
 - 1.2.2 help you with the cost of adaptations if you have a disability or health related condition;
 - 1.2.3 reduce homelessness caused by unsuitable housing; and
 - 1.2.4 bring empty homes back into use for people in housing need.
- 1.3 Applications will be means tested, and you may be required to make a contribution for part or all of the works.
- 1.4 Where the Council's Home Improvement Team is used, we will charge an agency fee of 18% to the total cost of the work. Where an application is stopped part way through, we may charge a fee for work completed up to that point.
- 1.5 We may refuse to provide help if
 - 1.5.1 the work needed is not reasonable;
 - 1.5.2 the work needed is not practical;
 - 1.5.3 the work required is not necessary; or
 - 1.5.4 the work required is not good value for money where a different solution can be found.
- 1.6 Throughout the process you will have a caseworker who will manage all aspects of your case. They will be able to help you fill in any forms, help with finding additional grants if you need them, can help with benefits and other advice, and will be available to answer any queries you may have. If you have any questions about your application or progress of your adaptation, please contact your caseworker for information.
- 1.7 If you do not feel that we have dealt with you fairly or in accordance with this policy, or if we have refused a grant or loan for reasons that you disagree with, you have the right to make a complaint through Norwich City Council's Corporate Complaints procedure. You can make a complaint by:
 - 1.7.1 telephoning our Customer Contact Team on (0344) 980 3333;
 - 1.7.2 writing to us at Norwich City Council, City Hall, St Peter's Street, Norwich NR1 1UD;
 - 1.7.3 emailing us at <u>listening@norwich.gov.uk;</u> or
 - 1.7.4 filling in our online form at http://www.norwich.gov.uk/apps/comments/form.html

- 1.8 We also welcome compliments and comments, and will use any feedback you give us to improve our service.
- 1.9 We may also ask you for feedback on your experience by asking you to fill in a customer service survey. You do not have to do so, but any feedback we receive will be used to improve our services.

2 Types of Assistance Available

- 2.1 There are three types of assistance available within this policy:
 - 2.1.1 Disabled Facilities Grant;
 - 2.1.2 Home Improvement Scheme for Owner Occupiers;
 - 2.1.3 Home Improvement Scheme for Private Landlords.

3 Disabled Facilities Grant

- 3.1 You can apply for a Disabled Facilities Grant (DFG) if you own your own home, rent from a private landlord or from a Registered Provider (Housing Association) and need your home adapted because you, or someone who lives with you, has a disability. Your landlord may also apply on your behalf.
- 3.2 The grant can be for up to £30,000 and can be used for
 - 3.2.1 Changing your bathroom or toilet to make it easier to use;
 - 3.2.2 Changing your kitchen to make it easier to prepare, cook and eat meals;
 - 3.2.3 Changing doors, steps and paths to make it easier to get in and around your home;
 - 3.2.4 Allowing you to get into your garden or other green space;
 - 3.2.5 Improving your heating where cold makes your condition worse.
- 3.3 Other adaptations may be considered depending on your own circumstances and health needs.
- 3.4 You can apply for a DFG directly by telephoning Norwich City Council on (0344) 980 3333 and asking for the Housing Adaptations Team, or by completing an online form by clicking the link here: <u>Adaptations Referral</u> Form You can also be referred to us by Norfolk County Council Adult Social Care and in some areas by your GP.
- 3.5 To apply for a DFG you will need to be assessed by an Occupational Therapist so that we know what you have difficulty with. This may involve a visit to your home or a telephone assessment, and would normally be done by Norwich City Council's Integrated Housing Adaptations Team or Norfolk County Council Adult Social Care. Assessments by Health Service Occupational Therapists may also be accepted in some circumstances. If

we need to visit your home, an appointment will be made with you so you know when to expect us, and who will be visiting you.

- 3.6 We will also visit your home to see what work needs to be done. We will always make an appointment with you so you know when to expect us. The visit may be one person, for example a technical officer, or may include other people such as the Occupational Therapist or builder depending on what needs to be done.
- 3.7 We also have to be satisfied that any work will be
 - 3.7.1 **Appropriate:** that the work will meet your needs in the most effective way;
 - 3.7.2 **Necessary:** that the work is only for what you will need to assist you;
 - 3.7.3 **Reasonable:** that the work will meet your needs in the most cost effective way; and
 - 3.7.4 **Practicable:** that the work is able to be done, and does not damage or stop you from using other parts of the building.
- 3.8 When we have this information, a schedule of works will be drawn up. This will tell us how much the work will cost and how long it is likely to take.
- 3.9 A DFG is means tested, so we will need details of your income and outgoings, unless you get certain benefits, or you are applying for a disabled child. This is a requirement of government and may mean you have to pay something towards the cost of the work. Where this happens, we will try to help you to find ways of meeting the cost, for example through charities or from your landlord. We are not able to advise you on commercial loans however.
- 3.10 If you own your home, we will need you to sign an Owner's Certificate giving us permission to work in your home, and to confirm that you expect to stay living in the property for the next five years. If you rent your home, we will need your landlord to sign a Landlord's Certificate to show they give permission to do any work to your home. This is the case even where your landlord has contacted us on your behalf.
- 3.11 We must give you a decision on your grant application within six months of receiving it.
- 3.12 If a grant application is not approved, we will write to you explaining why. The Home Improvement Team will work with you to try to find suitable other ways of meeting your needs wherever possible.
- 3.13 We cannot give a DFG for work that has already been done, or where work has started before the grant application has been approved. It is very important therefore that you do not allow any work to start on your adaptations before your grant application has been approved by us.
- 3.14 If you need to move home because your current home is not able to be adapted to meet your needs, an alternative property that will meet all or most of your needs is available to you, or your home is too big for you to

easily manage because of your disability, a DFG may be used to help with some of the costs of moving, and to pay for adaptations to the new property if they are needed. We can advise you on the suitability of a new property, and whether we will be able to help you with these costs.

- 3.15 Normally, we would expect the Home Improvement Team to undertake all the work required for your adaptation. We do this through selected building companies who have been chosen for their quality of work, customer service and value for money. We call this the Contractor Framework.
- 3.16 If you do not want to use our Contractor Framework, you can choose your own builder to do the work, but we will ask you to provide two valid quotes for the work that the Home Improvement Team says needs to be done. We will only pay for the lower priced quote. You may use the other builder if you wish, but will have to make up the difference in price yourself.
- 3.17 Some large adaptations, which are likely to cost over £xx,000 Kevin what is this figure please? in value, will need three quotes to be provided. We will let you know if this is the case.
- 3.18 If you use your own builder, you will need to send us copies of their insurance and, if they will be doing work where they need to be registered, for example electrical or gas installations or asbestos removal, we will need copies of their registration documents.
- 3.19 If you want a member of your own family to do the work for you, then we will only pay for the materials used, and will require proof of the costs (for example, invoices or receipts).
- 3.20 If you are using our Contractor Framework and have a contribution to pay towards the cost of the work, we will invoice you for that amount. When the work is completed, and we are satisfied with the standard of work, we will pay the contractor on your behalf.
- 3.21 If you are using your own contractor or family member to do the work, when the work is completed, and we are satisfied with the standard of work, we will pay any grant due directly to the contractor on your behalf. If you have a contribution to the costs however, you will be responsible for paying it to them yourself.
- 3.22 Unless there is a guarantee in place, you will be responsible for any maintenance or renewals related to your adaptation. The grant cannot be used to pay for an extended warranty on any part of the adaptation, including mechanical or electrical equipment such as stair-lifts or showers. You may be able to purchase these from the manufacturer or supplier separately if you wish to.
- 3.23 If you have any queries or comments at any time during the application or work process, please contact your caseworker in the first instance, even if the query is about the contractors who are working in your property. This will help us manage your adaptation in the best way possible, and keep track of any changes that may be needed.

4 Home Improvement Scheme (Owner Occupiers)

- 4.1 The Home Improvement Scheme for Owner Occupiers (HIS) is a discretionary scheme for people who own their own home outright or who have a mortgage, but cannot afford to pay for essential repairs.
- 4.2 The scheme is means tested, and will be linked to your ability to pay for work to your property, and the amount of equity you have in your home. Assistance may be in the form of a repayable loan, a loan to be repaid when you leave your property, or as a grant if your income is very low.
- 4.3 You can apply for a grant of up to [£35,000].
- 4.4 The council only has a certain amount of money available each year, however, and applications will be looked at on a first come, first served basis. If you apply for the scheme but there is no money left in the budget, you may reapply in the next financial year (from April).
- 4.5 In exceptional cases, for example where there is severe disrepair affecting a person's ability to live safely in their home and emergency repairs are required, we may approve an application after the budget limit has been reached, or for amounts in excess of the maximum grant limit. Applications of this type will need to be signed off by [the Head of City Development] and will require a report outlining the reasons supporting the application. Your Home Improvement Team case worker will discuss this with you if it is required.
- 4.6 The scheme is designed to be flexible, and will cover all work (including necessary surveys, planning and building control applications and other reasonable costs) required to remove where possible, or significantly reduce, hazards in your home which could lead to injury or health issues. These include:
 - 4.6.1 Category 1 hazards, as defined by the Housing Health and Safety Rating Scheme¹; and
 - 4.6.2 Category 2 hazards that could potentially lead to significant health risks; or
 - 4.6.3 Any other housing related issues which the council considers may lead to category 1 hazards arising within the following [12 months]; or
 - 4.6.4 Any other adaptations relating to health and/or disability, not covered by the Disabled Facilities Grant, including physical and mental health needs.
- 4.7 You can apply for assistance if:
 - 4.7.1 the council's Home Improvement Team, Private Sector Housing Officers or Occupational Therapy staff have identified a category 1 or 2 hazard, or significant health risk in your home; and

¹ Explanation of HHSRS

- 4.7.2 you only own one property, which you live in as your home; and
- 4.7.3 you do not have the money to do the repairs or make adaptations to your home without assistance from the council.
- 4.8 You can apply for help through the Home Improvement Scheme directly by telephoning Norwich City Council on (0344) 980 3333 and asking for the Home Improvement Team, or by completing an online form here: <u>Home Improvement Referral Form</u>.
- 4.9 When you apply for assistance, we will arrange a suitable time to visit your home to make an assessment of what work needs to be done. We will discuss this with you to make sure you understand any recommendations we may make, and what work we will pay for.
- 4.10 We also have to be satisfied that:
 - 4.10.1 the work will meet your needs in the most effective way;
 - 4.10.2 the work will remove or reduce the identified hazards or issues in your home;
 - 4.10.3 the work will meet your needs in the most cost effective way; and
 - 4.10.4 the work is able be done, and does not damage or stop you from using other parts of the property.
- 4.11 Any works must be carried out through the council's Home Improvement Team. They will assign you a named case worker who will manage your application. If you have any questions or queries about your application, or the work going on in your home, please contact your case worker in the first instance.
- 4.12 We will arrange for any approved works to be done by building companies who have been chosen by the council for their quality of work, customer service and value for money. We call this the Contractor Framework. Your case worker will notify you of who will be working in your home, what work they will be doing, and when they will be starting work. The will also give you an estimated date on which we expect the work to be complete. If there are any changes to these details, your case worker will let you know.
- 4.13 We will only pay for eligible work, which has been approved by the council's Home Improvement Team.
- 4.14 We will not pay for continuing repairs or maintenance to existing fixtures and fittings (for example boilers or showers), and may recommend replacements where we feel it is not cost effective to make repairs. We may also recommend a replacement where a new unit would be more energy efficient. Where an alternative source of funding is available, such as other council or charity funding, we may refer you to those schemes for assistance, or work with them to find the best solution for your need.
- 4.15 We will not pay for repairs which are covered under your buildings insurance policy. If you do not have buildings insurance, you will be expected to take out a policy to cover any future repairs to your home.

- 4.16 We will not pay for white goods (such as cookers, fridges, freezers, or washing machines), carpets, or soft furnishings (such as blinds or curtains). This list is not exhaustive, and we may refuse to pay for other goods which are not covered by this scheme. If we refuse to pay for goods, we will tell you why.
- 4.17 If you want work done which has not been approved by the Home Improvement Team, or you want to specify items that are not able to be paid for through the scheme, we may be able to arrange for this to be done. You will have to pay any extra costs incurred, and we will charge a fee for this service. Your Caseworker will be able to advise you about this.
- 4.18 When the work has been completed, we will arrange to come and inspect your home to make sure the work is of a good standard and you are satisfied with what has been done. Where there are outstanding jobs still to be completed (snagging) we will arrange for them to be completed as soon as possible.
- 4.19 Unless there is a guarantee in place, you will be responsible for any maintenance or renewals related to the work done on your property. The Financial Assistance Scheme cannot be used to pay for an extended warranty or maintenance contract on any part of the work, including mechanical or electrical equipment or fittings. You may be able to purchase these from the manufacturer or supplier separately if you wish to.
- 4.20 When we are satisfied that the work has been completed to a satisfactory standard, we will pay the contractor on your behalf.
- 4.21 There will be a six month defects period after the completion of the works. During this six months, if there are any faults or issues with the work paid for by this scheme, please contact your Caseworker for advice.
- 4.22 An agency fee of 18% will be charged by the Home Improvement Team for this service. This amount will be added to the final bill, and will be included in any loan or grant calculations.

Financial Assessment

- 4.23 If you apply for help through this scheme, you will be asked to provide details of your income, savings and outgoings, and you may be asked to make a contribution to the cost of any work required. If you have a spouse or partner we will need details of their income, savings and outgoings too. We may ask for proof, for example bank statements, bills or benefits confirmation letters.
- 4.24 We will offer financial help in four ways:
 - 4.24.1 First we will look at your ability to pay for all or some of the works through any savings you may have;
 - 4.24.2 If you are not able to pay for all or some of the works through your savings we will look at whether your income can support a

0% interest loan, repayable to the council in equal monthly instalments by standing order;

- 4.24.3 If you are not able to pay for all or some of the works through savings or a repayable loan, we will look at whether there is equity in your property to support a 0% equity loan to be repaid when the property is sold or changes hands (for example through a gift or will, or probate);
- 4.24.4 If you are not able to pay for all or some of the works through savings or a repayable loan or an equity loan, we may offer a non-repayable grant.
- 4.25 We may offer one or a combination of these ways to help you meet the costs of the required work to your property.
- 4.26 When we work out how much you can afford to pay towards the work on your property, we will not count some of your money so you are not left in hardship. These amounts are called 'disregards':
 - 4.26.1 If you are over 65 years old we will disregard the first [£5,000] of any savings you may have. If you are under 65 years old we will disregard the first [£3,500] of any savings you may have. If you have a spouse or partner living with you, we will apply the same disregard to them, even if they have no savings of their own.
 - 4.26.2 When we look at your income and outgoings we will calculate how much money you have left at the end of the month. We will disregard the first [£25] for yourself and your spouse or partner, and [£10] for each child living with you. We will then use anything over this amount to calculate if you would be able to repay a loan for any or all of work required.
 - 4.26.3 If the calculation shows that you are not able to repay a loan for any or all of the cost of the required works, we will then assess whether your property has sufficient equity in it to support a loan secured on it. We will estimate the value of your property based on information from the Land Registry and other publicly available sources. We will ask you for a copy of your latest mortgage statement and details of any other loans you may have secured on your property. We will work out what your Loan to Value ratio is (LTV) by dividing the outstanding mortgage or loan amounts secured on your property, by the estimated open market value of your property and multiplying it by 100. We will only consider an equity loan if your LTV ratio is below [75%], and will only offer a loan up to [75%] LTV.
- 4.27 If you qualify for a repayable loan over [£1,000?] *How much should this be?* we will place a legal charge on your property as security for the loan.
- 4.28 When we look at your financial information, we will compare your income and outgoings with what we think a family like yours needs to live on. We use figures similar to those used to work out some benefits. Where we

think your outgoings are significantly higher or lower than these figures we may ask you to explain why this is. Some large expenses may be taken into account, depending on your circumstances, but if we feel that expenses are unreasonably high which reduces your ability to repay a loan or to maintain your home, we may refuse to assist you, or offer help in a different way. This may include debt advice, benefits checks or housing options advice, for example. The figures we use are updated regularly, and can be found at the end of this document (page x).

- 4.29 In some circumstances we may give assistance without a full means test. We would consider this if :
 - 4.29.1 the total cost of the work is under [£750]; and
 - 4.29.2 the work is urgent; and
 - 4.29.3 the work will not form part of a larger project (regardless of how it is funded); and
 - 4.29.4 you have not received assistance from this policy within the last [12] months.
- 4.30 In these circumstances, if you are on a low income and in receipt of council tax reduction, we may offer up to [£750] as a non-repayable grant. If you are not in receipt of council tax reduction, we will ask for the amount to be repaid by equal instalments over the course of 12 months by standing order.
- 4.31 We may refuse an application for help if we feel that you could meet the full costs of the work without help from the council, for example through a bank loan or where you have significant savings or assets. If we refuse to offer assistance through this scheme, we will write to you explaining why.

Terms and conditions

- 4.32 **Repayment loans** will be offered at 0% interest, and will be repaid through a standing order arrangement with the council. It is your responsibility to ensure that these payments are made in full and on time. If you find that you are not able to meet a repayment you must contact us immediately on (0344) 980 3333, and ask to speak to your Caseworker so that we can agree a suitable way of repaying the outstanding amount.
- 4.33 If you do not meet your payments and have not contacted us we may take enforcement action against you to recover any outstanding amount. This may also incur additional charges and could affect your ability to get credit in the future.
- 4.34 **Equity Loans** will be offered at 0% interest. We will put a legal charge on the property to repay the loan when the property is sold or changes hands, for example through a gift, will or through probate.
- 4.35 **Grants** do not generally need to be repaid, although please see point 4.39 below.

- 4.36 For all types of financial help offered in this policy, we will ask you to sign an owner's certificate stating that you intend to remain in your home for at least five [5] years after the works are completed.
- 4.37 If you move home within five [5] years from the date of the completion of the works, we will require some or all of any loans or grants to be repaid. If there are exceptional circumstances, such as a deterioration in health that requires you to go into residential care, or severe financial hardship which requires you to move home please let us know as soon as possible by telephoning (0344) 980 3333 and asking to speak to your Caseworker.
- 4.38 You will be responsible for any maintenance or repairs to any fixtures and fittings that have been installed in your home as part of the works carried out as part of this scheme. Defects or poor workmanship should be reported to you Caseworker as soon as possible, and we will deal with this under normal contractual arrangements with our contractors. Any loan or grant offered as part of this policy cannot be used to pay for extended guarantees or warranties, although you may be able to purchase these separately.
- 4.39 You will be expected to have home buildings insurance to cover any future emergency repairs to your home.
- 4.40 You, or your spouse or partner, will not be eligible to apply for another loan or grant under this policy for five [5] years after the completion of any works paid for by this scheme, or until any outstanding loan is fully repaid if this is longer than five years. This is the case even if you are applying for a different property.
- 4.41 It is your responsibility to make sure that any information you give us in respect of your application is complete, accurate and up to date. If we think that you have given us false information or have not told us about income, savings or assets in order to get a loan or grant from the council, we may refuse to help you, and may take action to formally investigate the matter.
- 4.42 If there is evidence that you have given us false information, or purposefully not told us about income, savings or assets in order to get a loan or grant from the council, we will take action to recover any money that has been forwarded, including any costs incurred, and will consider prosecution for fraud.

5 Home Improvement Scheme (Landlords)

- 5.1 The Home Improvement Scheme for Landlords (HIS(L)) is a discretionary scheme for private landlords with properties which have been found to have serious hazards, but which could house tenants if they were brought up to a suitable standard.
- 5.2 You can apply for a loan under this scheme if:

- 5.2.1 A Norwich City Council Private Sector Housing Officer has advised you that remedial works are needed to bring your property up to a required standard, and has served an improvement notice on the property;
- 5.2.2 You are aware that works are required to upgrade a property due to a complaint or concern from the tenant or their representative;
- 5.2.3 Works are required due to old, failing or inefficient fixtures and fittings which need replacing, for example heating, kitchens, bathrooms etc;
- 5.2.4 Works are needed to adapt a property for the specific needs of the tenant, where such adaptations are not able to be covered by a DFG or other funding.
- 5.3 Financial Assistance will be means tested, and you may be required to pay a contribution to the work that is required. We will ask to see your business accounts, and, if your business is not a limited company, we will also ask for personal income and expenditure details.
- 5.4 We will not offer assistance if the means test indicates that you are able to access finance for the work privately (through a bank loan, for example), or that you have resources to pay for the work without assistance. If we refuse to offer assistance through this scheme, we will write to you explaining why.
- 5.5 You cannot apply for a loan retrospectively, or where work has already been started.
- 5.6 The loan cannot be used to refurbish properties that have recently been added to your portfolio, except in the following circumstances:
 - 5.6.1 Where you have purchased the property with sitting tenants, and the existing tenants will be allowed to remain in the property on a rolling tenancy with no increase in rent for at least one [1] year after the transfer of the property;
 - 5.6.2 Where the property has been inherited, and you intend to retain the property and rent it out as a normal part of your business to people in housing need;
 - 5.6.3 Where the property has been empty for more than six [6] months, and the landlord intends to retain the property and rent it out as a normal part of their business to people in housing need.
- 5.7 We will require you to certify that you intend to retain the property as a rental property for a period of at least five [5] years after the loan is granted. If you dispose of the property (either by selling it or through any other means) within that five years, we will require you to repay all or part of the loan immediately.
- 5.8 The maximum amount you will be able to apply for is [£35,000].
- 5.9 The scheme is designed to be flexible, and will cover all work (including necessary surveys, planning and building control applications and other reasonable costs) required to:

- 5.9.1 Eliminate Category 1 hazards, as defined by the HHRSS; and
- 5.9.2 Significantly reduce or eliminate Category 2 hazards that could lead to significant health risks;

Including but not exclusively:

- 5.9.3 Fire hazards;
- 5.9.4 Trip or fall hazards;
- 5.9.5 Excess cold;
- Plus:
- 5.9.6 Any other adaptations relating to health and/or disablement, not covered by the Disabled Facilities Grant regulations, including physical and mental health needs.
- 5.10 Eligible works will be those recommended by the council's Home Improvement Team (HIT), Occupational Therapist, and/or Private Sector Housing Officers. Any works recommended will be discussed with you, and agreement reached before any work is carried out.
- 5.11 Any works must be carried out through the council's Home Improvement Team. They will assign you a named Caseworker who will manage your application. If you have any questions or queries about your application, or the work going on in your property, please contact your Caseworker in the first instance. The Caseworker will also liaise with your tenants to advise them of when work is likely to start, ensure that contractors are carrying out works appropriately, and deal with any issues that may arise during the works process. They will not discuss any financial or any other arrangements in relation to the loan agreement with your tenants.
- 5.12 We will arrange for any approved works to be done by building companies who have been chosen by the council for their quality of work, customer service and value for money. We call this the Contractor Framework. Your Caseworker will notify you of who will be working in the property, what work they will be doing, and when they will be starting work. The will also give you an estimated date on which we expect the work to be complete. If there are any changes to these details, your case worker will let you know.
- 5.13 When the work has been completed, we will arrange to come and inspect the property to make sure the work is of a good standard and you are satisfied with what has been done. Where there are outstanding jobs still to be completed (snagging) we will arrange for them to be done.
- 5.14 Unless there is a guarantee in place, you will be responsible for any maintenance or renewals related to the work done on your property. The Financial Assistance Scheme cannot be used to pay for an extended warranty or maintenance contract on any part of the work, including mechanical or electrical equipment or fittings. You may be able to purchase these from the manufacturer or supplier separately if you wish to.
- 5.15 When we are satisfied that the work has been completed to a satisfactory standard, we will pay any loan amount the contractor on your behalf.

- 5.16 If you have to make a contribution to the cost of the works, you will be required to pay the contractor directly in accordance with their payment terms.
- 5.17 There will be a six month defects period after the completion of the works. During this six months, if there are any faults or issues with the work paid for by this scheme, please contact your case worker for advice.
- 5.18 An agency fee of 18% will be charged by the Home Improvement Team for this service. This amount will be added to the final bill, and will be included in any loan or grant calculations.
- 5.19 Home Improvement Scheme loans for landlords who are registered through the Norwich City Council Trusted Landlord Scheme will be offered at 0% interest with repayment through a standing order arrangement over 60 months in equal instalments.
- 5.20 Home Improvement Scheme Loans for landlords who are not registered through the Norwich City Council Trusted Landlord Scheme will be offered at x% interest with repayment through a standing order arrangement over 60 months in equal instalments.
- 5.21 In all cases, a legal charge will be applied to the property until such time as the loan is paid in full.
- 5.22 It is your responsibility to ensure that these payments are made in full and on time. If you find that you are not able to meet a repayment you must contact us immediately on (0344) 980 3333, and ask to speak to your Caseworker so that we can agree a suitable way of repaying the outstanding amount.
- 5.23 If you do not meet your payments and have not contacted us we may take enforcement action against you to recover any outstanding amount. This may also incur additional charges and could affect your ability to get credit in the future.
- 5.24 You will not normally be able to apply for a further grant for the property for five (5) years. However, if you own more than one property which also requires work
- 5.25 It is your responsibility to make sure that any information you give us in respect of your application is complete, accurate and up to date. If we think that you have given us false information or have not told us about income, savings or assets in order to get a loan or grant from the council, we may refuse to help you, and may take action to formally investigate the matter.
- 5.26 If there is evidence that you have given us false information, or purposefully not told us about income, savings or assets in order to get a loan or grant from the council, we will take action to recover any money that has been lent to you, including any costs incurred, and will consider prosecution for fraud.

Terms and Conditions

- 5.27 Where a landlord applies for a Home Improvement Loan (landlords) they must agree to the following conditions:
 - 5.27.1 That repayment of the loan will be made by standing order to the council for the agreed amount in equal instalments;
 - 5.27.2 That a legal charge will be secured on the property until such time as the loan is repaid in full;
 - 5.27.3 That missed payments may result in the loan being recalculated with interest, or other enforcement action may be taken to recover outstanding amounts;
 - 5.27.4 That Norwich City Council Home Improvement Team will undertake the assessment and administration of the scheme, and undertake any necessary works through the Council's Contractor Framework, and will charge a fee of 18% of the cost of works (including professional fees and applications) which will be added to the total loan amount.
 - 5.27.5 That where a landlord is part of the Trusted Landlord Scheme, and therefore benefits from the 0% loan offer, they will remain with the scheme for the duration of the loan agreement. If during the period of the Loan Agreement they no longer wish to be part of the Voluntary Licensing Scheme, the remaining loan will be recalculated at the higher rate of x%;
 - 5.27.6 That where a landlord is part of the Trusted Landlord Scheme, and therefore benefits from the 0% loan offer, if, during the period of the Loan Agreement, the Council revokes their membership of the scheme for any reason, the remaining loan will be recalculated at the higher rate of x%;
 - 5.27.7 That the rent on the property will not be increased in order to cover the cost of the loan thereby passing the cost of works onto the tenant(s) of the property, except in line with normal business practices and rent increases;
 - 5.27.8 Where you have had a loan under part 5.6 of this policy (properties added through purchase, inheritance or as empty homes) you may not restrict prospective tenants for those properties to those not in receipt of benefits;
 - 5.27.9 That the tenants of the property will not be evicted or forced to leave the property during the course of the loan agreement, including non-renewal of the tenancy, unless there is a breach of tenancy on the part of the tenant or where they leave voluntarily;
 - 5.27.10 Where works are required as part of remedial action, the council may recover funds through housing benefit payments in accordance with the Housing Act 2004, Schedule 3 part 3 paragraph 12.