



Nottingham
City Council

NOMINATION STANDARDS

AGREEMENT

Local Authority Housing Fund (LAHF R3)
April 2025

BETWEEN:-

NOTTINGHAM CITY COUNCIL

AND:-

XXX

CONTENTS

- 1. INTRODUCTION**
- 2. BACKGROUND**
- 3. EQUALITY & DIVERSITY**
- 4. GENERAL DATA PROTECTION REGULATIONS**
- 5. DEFINITIONS**
- 6. THE PROCEDURE FOR ALL NOMINATIONS**
- 7. MONITORING & REVIEW**
- 8. LIAISON**
- 9. DISPUTES AND MEDIATION PROCEDURE**
- 10. SIGNED AGREEMENT**

1. INTRODUCTION

This Nominations Agreement is between Nottingham City Council and XX [Registered Provider] operating in the Nottingham City Council jurisdiction. This agreement sets out a framework of guidance in line with the Local Authority Housing Fund (LAHF) prospectus and funding obligations to undertake the acquisition and letting of homes for Afghan Citizen Resettlement (ACRS) and Afghan Resettlement and Assistance policy (ARAP) families and homeless families. It is not legally binding. The ACRS and ARAP schemes have been merged to make the Afghan Resettlement Programme (ARP).

This Nominations Agreement applies to all lettings activity for properties acquired via funding from the Local Authority Housing Fund (LAHF) and for the purposes of housing provision under the LAHF grant requirements. It is required to be in place for the entirety of the properties lifetime while it is in the ownership of the aforementioned registered provider (XX).

Registered Providers (RP's) are independent organisations who have an important role to play in providing and managing accommodation. In signing this agreement, the RP agrees to work in partnership with Nottingham City Council to assist the LAHF project, providing:

- 12 x units of long term settled accommodation for Homeless families
- 4 x units of long term settled accommodation for ARP families
- 1 x Large (4 bed +) unit of long term settled accommodation for ARP families

This agreement aims to encourage best practice and establish a basis for the monitoring and sharing of information. The performance of the nomination referral process shall be reviewed regularly and where necessary, improvements will be applied accordingly.

This nomination agreement applies to the following properties:

Address	Assigned Cohort (ARP or General Homeless)
<i>Addresses to be confirmed</i>	

Table 1

The above addresses are to be purchased for and provided to ARP and homeless families as general needs housing and let on the following conditions:

- Affordable Rent on Assured Shorthold tenancy
- Homeless families where homeless relief duty will be ended and;
- Families within the Afghan Resettlement Programme (ARP) inc. ACRS/ARAP

2. BACKGROUND

The Government's Autumn Statement of 2023 announced that the Department for Levelling Up, Housing, and Communities (DLUHC), now the Ministry for Housing, Communities and Local Government (MHCLG) would be launching a third round of the Local Authority Housing Fund (LAHF R3), to the value of £450 million, to run over the financial years 2024-25 and 2025-26. This fund helps to deliver the government's commitment to assist those who are homeless to secure accommodation, alongside supporting the government's humanitarian obligations to provide safe and suitable housing to those fleeing Afghanistan.

Nottingham City Council has been allocated an amount of grant funding which must be used to deliver a number of homes, to be used specifically to house the target cohorts identified. The Council will deliver these outputs via a third-party Registered Provider (RP) and transfer the allocated grant allocation through the use of a funding agreement, to enable the third-party provider to deliver the housing units. The successful applicant will need to be a Registered Provider and present on the statutory register of social housing providers.

The Regulator of Social Housing has specific expectations that RP's:-

- Shall co-operate with local authority's strategic housing function and their duties shall meet identified local housing needs. This includes assistance with local authority's homelessness duties and through meeting obligations in nominations agreements;
- RP's published policies shall include how they have made use of common housing registers, common allocations policies and local letting policies.

Nottingham City Council recognises that RP's are independent organisations that play an important role in providing and managing accommodation. In signing this agreement, RP's agree to:

- Work in partnership with Nottingham City Council to receive nominations
- Prioritise Nottingham citizens access to social housing in Nottingham (where practicable)
- Work in partnership with organisations/schemes Nottingham City Council nominates on its behalf, specifically ARP and Nottingham Housing Aid and Housing Solutions Teams

Nottingham City Council is committed to working in partnership with RP's operating in the city to ensure the best of limited social housing stock is used.

3. EQUALITY & DIVERSITY

Nottingham City Council and RP's are committed to promoting equality of opportunity in respect of housing services by delivering housing services to meet the needs of members of the community, regardless of age, disability,

gender reassignment, marriage and civil partner status, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

To view the Council's equality and diversity policy, please visit Nottingham City Council's website:-

<https://www.nottinghamcity.gov.uk/information-for-residents/community/equality-diversity-and-inclusion/equality-and-diversitypolicy-and-resources/>

4. GENERAL DATA PROTECTION REGULATIONS

For the purposes of General Data Protection Regulation and the Data Protection Act 2018 (together Data Protection Legislation) the parties shall agree as follows:-

- Each RP shall ensure it complies with its duties under the Data Protection legislation.
- Each RP is a Controller of the applicant's personal data in respect of its properties and NCC is the Processor of that personal data on behalf of each applicant. Specifically, this will include the information held by the NCC Resettlement Team and the NCC Housing Aid Team. Each RP will ensure it has in place a data processing agreement, which will enable each member to comply with its obligations under the Data Protection Legislation.
- Each RP member shall treat the applicants' personal data as confidential and shall only process the applicant's personal data for that RP's accommodation.

Both parties shall treat all information it may obtain or receive in connection with this agreement, as confidential and shall ensure that its employees, contractors and agents do the same. Each party shall comply with the provisions of the Data Protection Act 2018 and shall be aware that any personal data shall not be disclosed except as required or permitted by the DPA or to prevent crime.

To view the Council's Privacy Notice policy, please visit Nottingham City Council's website: <http://www.nottinghamcity.gov.uk/privacy-statement>

5. DEFINITIONS

All partners shall accept the following definitions used throughout the document:-

STATUTORY HOMELESS:- Only a household that Nottingham City Council's Housing Aid service has assessed pursuant to Homelessness Reduction Act 2017 and are satisfied that the Council has a statutory duty towards.

NON-HOMELESS:- All other nominations made by Nottingham City Council, or an organisation on its behalf shall be deemed to be non-homeless.

ACRS - AFGHAN CITIZEN RESETTLEMENT SCHEME:- This has now been merged with the ARAP into the Afghan Resettlement Programme (ARP)

ARAP - AFGHAN RESETTLEMENT ASSISTANCE POLICY:- This has now been merged with the ACRS into the Afghan Resettlement Programme (ARP)

ARP – AFGHAN RESETTLEMENT PROGRAMME:- Programme that includes the ACRS and ARAP

ADDITIONAL SUPPLY:- As per the associated LAHF grant agreement, the units being provided under the conditions of the LAHF programme will be Additional/New stock added into the city's housing supply for the specific cohorts identified.

AVAILABLE PROPERTY:- XX RP will ensure all properties purchased for the LAHF programme and detailed in table 1, are made available to households nominated by Nottingham City Council

The RP is able to substitute properties in existing stock to make allocations for the LAHF R3 target cohorts and then move the LAHF acquisition into general stock. RP's need to ensure that stock is deployed for LAHF purposes and units are replaced to ensure the fund is delivering homes additional to those already available (reflecting the number of units funded via this programme and the target property sizes for each fund round element).

An available property comprises one of the following:

- A property created by utilising the LAHF grant to add additional supply to the RP's existing Housing stock
- A property created by a tenant who moves to other landlords where no reciprocal arrangement exists and where
- A void created by the death of a tenant where there is no right to succession
- A void created by tenants who have moved out
- A void created by eviction or abandonment
- A void created by permanent decant
- A void created by decants who are returning to their original property
- A void created as a result of an urgent transfer within the Registered Provider

NON-AVAILABLE PROPERTY:-

A non-available property is a property detailed in section one as :

- A property housing a homeless family nominated by NCC
- A property housing an Afghan refugee nominated by NCC

THE FURNITURE PROJECT:- A Nottinghamshire based project which seeks to assist all those meeting the eligibility criteria by providing second-hand furniture for their homes

6. PROCEDURE FOR NOMINATIONS

There must be urgency in responding to the needs of the citizens who are seeking housing and as a result, the process outlined below will be used for dealing with all nominations.

RP's are asked to provide reasonable assistance to Nottingham City Council which means they cannot exercise a blanket ban and refuse to accept nominations. Each case referred must be considered on merit. To ensure that each case can be considered on merit, the Council shall provide to the RP sufficient information to enable them to make an informed judgement about the nomination and for them to undertake necessary pre-tenancy checks e.g. affordability and tenancy readiness.

There are processes and policies already in place at NCC regarding housing families at risk of homelessness and families in the Afghan Resettlement Programme which are summarised below in this nominations agreement. The [RP] is expected to participate in the established processes.

6.1 The Process – units of long term settled accommodation for Homeless families:

1. The [RP] will notify NCC Housing Solutions of the available property (or upcoming property) via the Property Offer Form (Appendix 1). Reasonable timescales will be agreed TBC
2. Within the notification NCC will require the following information:
 - Property Address
 - Property size (i.e. number of bedrooms)
 - Rent charged
 - Ready To Let (RTL) date
 - Any other useful info relevant to the property, for example, info relating to accessibility, pets etc.
3. NCC will then consider all suitable households that may be eligible for the property (according to duty owed, size and needs)
4. NCC will send through the nomination to the RP for consideration.
5. If nomination accepted by the RP, they are then required to notify NCC and NCC will then formally offer it to the household.

6.2 The Process – units of long term settled accommodation for Afghan Resettlement Programme Families

- *The ACRS and ARAP schemes have been merged into one programme which is the Afghan Resettlement Programme.*

1. The [RP] will notify the NCC Resettlement Team of the available property including the details included on the attached Property Offer Form (Appendix 2).
2. The NCC Resettlement Team will send a Property Offer Form to the UK Government Home Office Matching Team with details of the property, i.e. rooms, bedrooms, bathrooms. This property will then be matched to a suitable family.
3. A family is then matched to the property and reference documents sent to the Resettlement Team to agree they are a suitable match.
4. NCC Resettlement Team accept the family if a suitable match
5. RP to accept the family if a suitable match and appropriate reference documents accepted
6. Once agreed by parties that the property is suitable for an identified family, the [RP] and NCC Resettlement Team will confirm the affordable rent and NCC Resettlement Team will then start paying a void rent from that date until the family arrive.
7. Rent is agreed taking into consideration Local Authority Housing Rate along with affordability if rent is higher than LHR
8. Home Office commence travel arrangements for the family
9. The NCC Resettlement Team will arrange for the property to be decorated, carpeted and do any minor repairs/adaptations to the property (currently this is funded via the Resettlement Team budget however this is subject to change dependent on ARP funding position).
10. The NCC Resettlement Team will arrange to furnish accordingly to meet the needs of the family and 'make-up' of the family will be sent to the Nottingham Furniture Project (this is subject to change)
11. Furniture Project will measure property (subject to change)
12. Furniture Project will furnish property (subject to change)
13. Caseworker is matched to the family
14. Dates of arrival are sent to the NCC Resettlement Team who will inform [RP] of names, details and dates who can then prepare for arrival
15. Resettlement Team and [RP] prepare to receive family
16. Resettlement Team and [RP] receive and welcome family on day of arrival and sign tenancy
17. Caseworker will then commence supporting the family. The caseworker's role is to support them with Universal Credit, housing benefit, utilities, integration, education, employment
18. Employment team will develop a support plan for education/employment

Where possible the outlined processes should be completed before the accommodation is ready to let, enabling contact to be made with the relevant nominee.

Right to Review Under Part VII Housing Act 1996

Applicants must request a review under part VII of the Housing Act 1996 within 21 days of notification of the decision. Such reviews will be conducted by Housing Aid and the Resettlement Teams, Nottingham City Council.

7. MONITORING & REVIEW

To ensure the Nomination Agreement is working effectively, parties shall monitor this agreement quarterly for the first year, and agreement future reviews accordingly prior to the first-year anniversary of the agreement. Key areas to be monitored include:

- No. of properties put forward to NCC Resettlement /Housing Aid Teams
- Nos. of voids per RP (relets and new developments)
- Types of accommodation
- Household types
- Reasons for unsuccessful referrals/nominations
- Nos. of cases where RP refuses referral/nomination (and reasons)

RP's will provide all reasonable information relating to the LAHF Programme as requested by the Council to enable monitoring of this agreement, within 14 days of a request unless otherwise agreed.

A review of the agreement shall be carried out by officers from Nottingham City Council, Housing and Regeneration Team, Loxley House, Nottingham.

8. LIAISON

Key contacts within Nottingham City Council are as follows:

- 1) Housing Solutions Team:
- 2) Resettlement Team:
- 3) Local Authority Housing Fund:

9. DISPUTES & MEDIATION

Any disputes arising out of the operation of this agreement can be dealt with on two levels.

Where there is a dispute about the case circumstances these should be noted carefully and shared with NCC via the contact details set out in Point 8 of this agreement.

In the case of a disagreement, relevant senior managers e.g. Head of Service will discuss and come to an amicable resolution. The outcome of this discussion shall be considered as final.

If disputes cannot be resolved via the above routes and involves the Local Authority Housing Fund funding and the provision of housing for targeted cohorts, then:

- a) Condition of the LAHF grant agreement will be referred to/actioned.
- b) input from the Ministry for Housing, Communities and Local Government will be sought to reach an amicable resolution.

10. SIGNED AGREEMENT

The organisation shall agree to the terms set out in this Nomination Agreement, as signed below.

Signed for and on behalf of

Signed for and on behalf of
Nottingham City Council

Signed

Signed

.....
Name
.....

Title
.....

Appendix 1 – Property Offer Form: Housing Solutions Team for Homeless Accommodation

Property Details	
Address of Property:-	
Property Type:-	
Number of beds	
Pets Allowed:-	
Weekly Rent:-	
RTL date:-	
Other Letting Info e.g. adaptations, level access or sensitive let:-	
Applicant(s) Details	
Name of Applicant(s) :-	
Applicants Date of birth	
Contact details:- (e-mail & phone)	
Current address:-	
Members of household	
Current landlord	
Employment Status	

Appendix 2 – Property Offer Form: Resettlement Team for Resettlement
Accommodation (*electronic version will be supplied to provider*)