Post course resources - Right to Buy and Right to Acquire

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hqn TRAINING

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1 Additional information - RTB -A

Demoted tenancies

What is a demoted tenancy?

If a tenant is involved in antisocial behaviour and has a secure or flexible tenancy, the council can get an order from the court to demote the tenancy.

The council will monitor the tenancy closely while it is a demoted tenancy.

It's easier for the council to evict a tenant during this period so it is important they avoid antisocial behaviour and pay the rent.

How a council tenancy can be demoted

The council must give the tenant:

- at least 4 weeks' notice in writing on a special form
- reasons why it is applying for a demotion order

The council has 12 months from when the notice expires to apply to the court to demote the tenancy.

What happens in court?

The council must prove that the tenant, a household member or a visitor to the tenants home has:

- behaved antisocially in the area or to council staff
- used the tenants home for illegal activities such as drug dealing

The tenant can tell the court why they believe the tenancy should not be demoted. For example, if the behaviour complained about has not been repeated or the person responsible for the behaviour no longer lives there.

The court will decide whether to demote the tenancy based on the evidence they have.

How long does a demoted tenancy last?

The tenancy is demoted for 12 months. After this the tenant automatically becomes a secure or flexible tenant again unless the council has taken steps to evict the tenant during the demotion period. The council must give the tenant written notice if the tenancy is going to go back to being a flexible tenancy.

If the council gives the tenant a possession notice during the demotion period then the demoted tenancy can continue beyond 12 months until the court considers the possession claim.

Lost or suspended claims to the RTB

A local authority can initially accept that the tenant has the right to buy, but can then refuse to complete the sale if any of the circumstances below apply:

- if the tenancy ceases to be secure before completion (eg if the tenant moves out)
- where the council has obtained a court order, which obliges the tenant to give up possession. This includes postponed and suspended possession orders
- where the council has obtained a 'suspension order' under section 121A of the Housing Act suspending the right to buy because of anti-social behaviour
- where the council has applied to the court for:
    - a demotion order
    - a possession order under ground 2 or 2ZA, or section 84A of the Housing Act (antisocial behaviour grounds)
    - a suspension order (under section 121A of the Housing Act)
- in the case of certain properties that are due to be demolished within 24 months, the right to buy application will be suspended.

List of defective dwellings

In the 1980s a number of faults came to light with a number of system-built properties and Section 528 of the Housing Act 1985 enabled the Secretary of State to designate particular types of construction as "defective" provided they met two conditions:

- that they are inherently defective by design or construction, and
- that their value has been substantially reduced by virtue of this having become generally known.

Within the Council's housing stock the following properties are deemed to be defective under the provisions of the Housing Act 1985:

- **Cornish** – the defects relate to the ineffective protection of the embedded steel in the reinforced concrete load bearing parts of the building.
- **Reema** – the defects relate to the ineffective protection of the embedded steel in the reinforced concrete load bearing parts of the building.
- **Wates** – the defects relate to the ineffective protection of the embedded steel in the reinforced concrete load bearing parts of the building.
- **Smith** – the defects relate to the ineffective protection of the embedded steel handling reinforcement in the concrete panels forming part of the load bearing walls.

The following is not a designated 'defective' construction type, but would still be recommended to alert the tenant to it being considered to be a poor construction type.

- **Wimpey No-Fines** – Construction of cast in-situ concrete.No sand is used in the concrete mix. Poor insulation

Purchase of defective dwellings

A tenant is entitled to buy their home even though it is a defective dwelling provided, as with any other tenant, if the tenant meets the eligibility requirement set out in Section 2. However, they should appreciate that the purchase of a designated defective dwelling has a number of implications, some of which are set out below:

- There are likely to be problems obtaining a mortgage on the property from traditional sources and it is likely that a mortgage will only be available from a specialist lender;
- On purchasing the property the tenant would be responsible for any repairs necessary to the property, including any repairs arising from any defects;
- No grant assistance would be available to the purchaser to carry out works to the property under the provisions of Part XVI of the Housing Act 1985;
- The fact that the property is deemed to be defective may have an impact on any future sale of the property as there is likely to be a more limited market for properties of this nature.
- **Under Right to Buy circumstances, the council will not issue a PRC certificate.**

(Prefabricated Reinforced Concrete)

2 Cost floor implications - examples

Example 1 – Cost Floor is higher than sale price but lower than market value

If the total Cost Floor figure is higher than the sale price (market value less discount) you will need to reduce the discount amount so that the sale price is the same as the Cost Floor figure.

Initial calculation

Market valuation	£115,000
Less the eligible discount amount	£69,000
Sale Price	£46,000
Cost Floor Amount	
Shortfall between Cost Floor and Sale Price	

How the Cost Floor changes the calculation

Market valuation	£115,000
Discount less the Cost Floor shortfall	£62,000
Final Sale Price	**£53,000**
£53,000	
-£7,000	

In this example the initial sale price would have been £7000 less than the Cost Floor amount. This shortfall needs to be deducted from the initial discount amount to ensure that the final sale price reflects the Cost Floor figure.

Example 2 – Cost Floor is higher than the market value

If the total Cost Floor figure is higher than the market value of the property the tenant will forfeit their discount entitlement and the sale price is increased to reflect the Cost Floor figure. In this instance the landlord may also make a loss.

Initial calculation

Market valuation	£98,000
Less the eligible discount amount	£39,200
Sale Price	£58,800
Cost Floor Amount	
Shortfall between Cost Floor and sale price	

How the Cost Floor changes the calculation

Market valuation	£98,000
Discount less the Cost Floor shortfall	£NIL
Final Sale Price	**£98,000**
£101,000	
-£42,200	

In this example, the Cost Floor amount is £3,000 higher than the market value so the shortfall between the Cost Floor and the sale price is more than the eligible discount. This shortfall reduces the discount amount to nil but the landlord will still make a loss of £3,000 on the sale.

3 Dealing with previous discounts.

Where an applicant has previously received such a discount it is deducted from the current discount amount. If the previous discounted sale was shared between parties, a proportion of the discount they received is deducted for each party who is joining in the current application. You will need to find out:

- Which applicant(s) have previously received a discount.
- Whether that discount was shared with others who are **not** included on this application.
- The previous discount amount.
- How many people were party to the original purchase.
- Whether or not they have repaid any of the original discount amount.

Previous discounted sale in sole name

If the tenant, or any family member joining in the Right to Buy (this includes any spouse or civil partner of any person currently exercising the Right to Buy), previously purchased a property in their sole name, the amount of the current discount will need to be reduced by the amount of the original discount (less any discount that has already been repaid) regardless of how many people are joining in the sale now.

Previous discounted sale in joint names

If the tenant, or any family member joining in the Right to Buy now (this includes any spouse or civil partner of any person currently exercising the Right to Buy), previously purchased a public sector property at a discounted price in two or more names but not all of those parties are included on the current application, the current discount amount will need to be reduced accordingly.

To calculate the discount reduction, divide the original discount amount by the number of original purchasers and use that figure for each of those parties included in the current application to reduce the current discount amount (less any discount that has already been repaid).

Examples of working out previous discount deductions

Example B - Mr & Mrs B previously received a public sector discount of £24,000 on a joint sale in 1985. Mrs B is now exercising the Right to Buy with her daughter Miss B.

How the previous discount changes the calculation

Initial calculation

Market valuation	£89,000
Less the eligible discount amount	£35,600
Sale Price	£53,400
Previous Discount Amount	**£24,000**
Discount to be deducted	**£12,000**

Market valuation	£89,000
Current discount reduced by previous Discount	£**23,600**
Final Sale Price	**£65,400**

Example A - Mr & Mrs A previously received a public sector discount of £24,000 on a joint purchase in 1987. Both Mr & Mrs A are now exercising their Right to Buy.

How the previous discount changes the calculation

Initial calculation

Market valuation	£120,000
Less the eligible discount amount	£60,000
Sale Price	£60,000
Previous Discount Amount	
Discount to be deducted	

Market valuation	£120,000
Current discount reduced by previous discount	£36,000
Final Sale Price	**£84,000**
£24,000	
£24,000	

In this example, the whole of the previous discount amount is deducted from the current discount amount as all of the original parties are now exercising their Right to Buy on the current application.

In this example only 50% of the previous discount amount is deducted from the current discount amount, as only one of the original parties is exercising their right to buy on the current application

4 Example of repayment of discount.

Market value of the property at initial purchase = £180,000, the discount = £70,200. The discount expressed as a percentage would equate to 39% of the property's market value.

Property sold in:	OM value on sale	Discount repaid
Year 1	£190,000	£190K x 39% = £74,100
Year 2	£210,000	£210K x 39% x 80% = £65,520
Year 3	£240,000	£240K x 39% x 60% = £56,160
Year 4	£270,000	£270K x 39% x 40% = £42,120
Year 5	£300,000	£300K x 39% x 20% = £23,400

The same calculation method is followed even when the property values fall. So using the above example, if the property value dropped to £150,000 and was sold within year 1 the repayment would be £150,000 x 39% = £58,500

5 Exempt dwellings

Elderly Persons Dwellings

Unlike the other types of exempt dwellings, if you deny the Right to Buy on the basis that it meets the criteria set out for elderly persons dwellings, the applicant will be entitled to appeal your decision within 56 days of the RTB2 date.

Elderly persons dwelling
All 3 of the following criteria must be met before you can deny an application under this ruling. Circular 7-2004 – Right to Buy: Exclusion of Elderly Persons Housing gives guidance on this exemption. A copy of this circular can be obtained from this Department.

1. The property was let for occupation by a person aged 60 or over. This can be either the tenant/s or another person

and

2. The property is an individual dwelling which is *particularly suitable* for an elderly person

and

3. The property was first let before the 1st January 1990.

If ALL of the above criteria are met the application will be denied under Part C of the RTB2.

Other exempt dwellings
Dwelling houses for persons of pensionable age

All 4 of the following criteria must be met before you can deny an application under this ruling.

1. The property is one of a group

and

2. All dwellings in this group are particularly suitable for an elderly person

and

3. It is the practice of the landlord to let these dwellings to persons aged 60 or over, or for people who are physically disabled

and

4. The services of a warden are provided for the tenants of these properties. This can be either a resident warden or a non-resident warden who is on call, coupled with the use of a common-room in close proximity to the group of dwelling houses.

If ALL of the above criteria are met the application will be denied under Part B of the RTB2.

Dwellings for disabled persons

All 4 of the following criteria must be met before you can deny an application under this ruling.

1. The property must have features that are substantially different from those of ordinary dwelling houses

and

2. Is designed for people who are physically disabled

and

3. Is one of a group of dwellings which it is the practice of the landlord to let for occupation by people who are physically disabled

and

4. Is in close proximity to a social service or special facility provided wholly or partly for the purpose of assisting the occupants.

If ALL of the above criteria are met the application will be denied under Part B of the RTB2.

Dwellings for people suffering from a mental disorder

Both of the following criteria must be met before you can deny an application under this ruling.

1. The property is one of a group of dwellings which it is the practice of the landlord to let for occupation by people who are suffering or have suffered from a mental disorder as defined in the Mental Health Act 1983

and

2. Has a social service or special facility provided wholly or partly for the purpose of assisting the occupants.

If BOTH of the above criteria are met the application will be denied under Part B of the RTB2.

6 Properties excluded from Right to Acquire

Properties excluded from Right to Acquire include the following:

- Properties where the landlord has insufficient legal interest i.e. where the property is a house, a lease with a term under 21 years and for a flat, a lease with a term under 50 years.
- Properties where the landlord is a co-operative housing association
- Properties situated in a rural area designated by order of the Secretary of State under section 17(1)(b) (Right to Acquire: Supplementary Provisions) of the Housing Act 1996
- Properties let in connection with employment
- Properties designed with special features for letting to people with physical disabilities. To gain exemption the property should be one of a group of properties normally let to people with physical disabilities and a social service or special facility is provided close by wholly or partly to assist the tenants
- Properties with special facilities let to tenants who are suffering or have suffered from a mental disorder. As above the property must be one of a group of properties and a social service or special facility must be provided close by wholly or partly to assist the tenants
- Properties which are one of a group of properties which it is the practice of the landlord to keep for occupation by persons who have special needs and require intensive housing assistance and such intensive housing assistance is provided either directly or indirectly by the landlord
- Properties let to persons of pensionable age. Such properties must be one of a group of properties let to the elderly and have special facilities consisting of or including a resident warden or non-resident warden with a calling facility, and/or a common room close by
- Properties held on Crown tenancies
- Properties where the attributable loan debt is equal to or greater than its current market value
- Properties that are due to be demolished within 24 months of a provider serving a final demolition notice, and having followed the prescribed notification process as contained in s182 of the Housing Act 2004.

7 RTB - Periods counting towards the qualifying period

RTB/A

- Periods counting towards the qualifying period:
  - Periods that the tenant held a public sector tenancy
  - Periods spent as the spouse of a public sector tenant where they occupied that property as their only or principal home
  - Periods during which the spouse of the purchaser was a public sector tenant providing the purchaser and spouse are living together at the relevant time
  - Periods during which the deceased spouse of the purchaser was a public sector tenant providing the purchaser and spouse were living together at the time of death
  - Periods in which the spouse of the purchaser (if living together at the relevant time) was formerly the spouse of a public sector tenant and lived there as his/her only or principal home
  - Periods during which the deceased spouse of the purchaser (if living together at the time of death) was formerly the spouse of a public sector tenant and occupied that dwelling as his/her only or principal home
  - If the purchaser is living with his/her spouse at the time of applying (or if deceased, at the time of his/her death) they can count all the spouse's periods of public sector occupation whether or not the spouse is:
    - a tenant at the present time
    - included as joint purchaser
  - T he spouse's period of occupation may include periods when he/she was:
    - a public sector tenant
    - living with a spouse who was a public sector tenant
  - Any period during which, before the relevant time, the secure tenant qualified for the Preserved Right to Buy or was the spouse of such a person and occupied that property as his/her only or principal home, also counts towards the qualifying period.

8 RTB cases

RTB/A – case law

London Borough of Harrow v Tonge (1992) 25 HLR 99,CA**.**

A family member validly included on the application for the right to buy is deemed to be a secure tenant for the purposes of Part V of the Act and can continue the claim for the right to buy, even if they are not entitled to succeed to the tenancy under Part IV of the Act:

City of Bradford MBC v McMahon (1992) 25 HLR 536, CA

The Court confirmed that a person not included on the application for the right to buy is not entitled to continue the claim for the right to buy unless they are entitled to succeed to the property – even where the secure tenant would have been entitled to an injunction against her landlord pursuant to s.138(3) of the Act immediately prior to her death.

A common principle to both cases is that the right remains subject to the deemed secure tenant being in occupation of the property until the conveyance or the grant. The result is that those who were included in the application for the right to buy can continue the claim to exercise the right to buy after the death of the secure tenant even where they are not ordinarily entitled to succeed to the property so long as they fulfil the occupation condition.

The local authority will, however, be entitled to serve a notice to quit and commence possession proceedings against the 'second successor'. If the local authority is granted a possession order before the conveyance or grant the claim to the right to buy will be extinguished (s.121(1)).

But what happens when the local authority are dilatory in processing the claim for the right to buy and/or seek possession of the property? Is it possible to protect the rights of the deemed secure tenant? (**NB:** if the secure tenant dies intestate the notice to quit must be served on the personal representative and the public trustee simultaneously, if not, the notice will be invalid and the possession claim can be defended and most likely defeated on that ground.)

Bristol City Council v Lovell 1998

If the council is seeking a possession order while the tenant is seeking an injunction to enforce the right to buy, then it is for the court to decide when and in what order it will deal with the cases.

Copping V Surrey County Council

A tenant made a RTB application in 1991, but it was denied by the LA. A 2nd application lodged in 2001 was also denied but the tenant took the case to court and the RTB was upheld. Tenant claimed that the valuation in 1991 should applied. The LA appealed; it was

upheld on 2 points. Narrow point: tenant had established RTB on basis of the 2nd Notice but on Broader point on issue of abandonment. Delay in making second application

Tandridge DC v Bickers [1998] 41 EG 220, CA.

The court should consider the sequence of events and the seriousness of the allegations against the tenant when deciding how to exercise its discretion.

For example, in one case (Kensington and Chelsea RLBC v Hislop [2004] 1 All ER 1036.) where a tenant had succeeded to a tenancy and applied for the right to buy, and the local authority subsequently commenced possession proceedings on the grounds of under-occupation, the court held that the right to buy application should be allowed to proceed.

Taylor v Newham LBC (1993) 25 HLR 290. In this case, the court granted an injunction compelling the local authority to complete the purchase even though it was seeking possession on the basis of anti-social behaviour/nuisance.

Manchester CC v Benjamin [2008] EWCA Civ 189 The Court of Appeal held that it is wrong to assume that alternative accommodation is unsuitable on the grounds that the effect of a possession order is to deprive the tenant of their right to buy. It is important that in these cases the court has regard to the housing stock of the local authority and assess whether possession is reasonable or not. In that case, the Court of Appeal held that where a property had been possessed on the ground of under-occupation, the right to buy would not be extinguished in respect of the next property a tenant occupied as a secure tenant.

Basildon DC v Wahlen [2006] EWCA Civ 326, CA. Where possession is sought under ground 16 (or 15A) for under-occupation and the tenant has applied to exercise the right to buy, both claims should be heard together and judged evenly on their merits.

Nessa v Tower Hamlets LBC
[2010] EWCA 559
20 May 2010
Two secure tenants claimed the right to buy their flat.
The council acknowledged their right and notified a purchase price which the tenants accepted.
Before the transaction was completed, the council served a replacement offer notice specifying a purchase price £50,000 higher.
The tenants, in receipt of legal advice, accepted that offer too.
They later sought to complete the purchase at the earlier, lower price.

The Court of Appeal held that the acceptance of the offer made in the second notice discharged by mutual agreement all rights or obligations arising from the first notice.
Note:
The case pointed to S177 HA 1980; was introduced/amended by S32 Housing and Building Control Act 1984 not in the initial Housing Act 1980; relates to errors and omissions in Notices; but by tenant not landlord.
'*The landlord would be bound to correct any such mistake coming to his attention by informing the secure tenant lest the latter was misled and acted to his detriment in the absence of any such correction. I can see no reason why he should not do so by serving a corrective s.125 notice. But there would be limits to such a power not least in terms of the time within which it could be exercised. Those limits will have to be explored in future cases in which the point arises.'*
Milton Keynes Council v Bailey 2018
A Tribunal has held that when deciding whether a property was exempt from the Right to Buy, the whole property should be assessed and not just one particular feature.

Mr Bailey was a social housing tenant who sought to exercise the Right to Buy his home.

The landlord (Milton Keynes Council) refused his request on the basis that the property was particularly suitable for elderly people and was therefore excluded from the right to buy.

The First-tier Tribunal (Property Chamber) held that the property's boiler system - which required manual refuelling, arranged by the Council - made the property unsuitable for elderly people and that the exception to Right to Buy did not apply.

Milton Keynes Council appealed.

The Upper Tribunal, accepted that in certain circumstances, one particularly significant feature could in isolation make the property unsuitable (for example, if it could only be reached by a very steep staircase). However, in this case, it found that the First-tier Tribunal had been wrong to (1) find that the boiler system alone made it unsuitable for elderly persons, (2) to attribute no weight to the arrangements that the Council had put in place to have its fuel replenished, and (3) ignore the fact that the property was in a cul-de-sac of similar properties that were designed specifically for elderly people. Consequently, Mr Bailey did not hold the Right to Buy.

Other cases:
Dance v Welwyn Hatfield DC 1990 – RTB offered and terms agreed. LA then wanted to re-possess as was intending to demolish. Was not able to do so ' once he right is established and all such matters had been agreed, the tenants had become entitled under s.138(3) to enforce completion of the sale.
Martin v Medina Housing Association 2006. : unlike the above case, matters had not been agreed due in part to 'abandonment'!

9 RTB/A preventing fraud strategies

Tenants will commit fraud by:

- Misrepresenting tenancy length
- Concealing historical issues
    - Rent arrears
    - Possession orders
    - Transfers
- Property not the principal home
- Misrepresenting household composition

Policy/ approaches to adopt

- Tenancy Audits – tenancy fraud manifests itself at RTB/A
    - Look in wardrobes, cupboards,sheds,garages

- Mortality list from the local hospital
- Review declarations on tenancy agreements, tenancy audit forms, assignment and succession forms.
- Ask for copies of CP12's – location and signature comparisons can cause concern
- Provide valuers with photos of tenant to compare
- Tell valuers what to look out for and ask them to report back
- Buy a document scanner
- Agree data matching/sharing with other organisations e.g. Council tax records, other social landlords, PSHFA 2013 assists with new powers to obtain information, Land Registry, electoral register.
- Cloud based – 'Who's home?' software.
- Housing officers cannot dedicate time and do not have the specialist knowledge – recruit investigation officers, or share with other providers.

Acknowledge the risk
Have a tenancy fraud policy (TFP)
RTB/A policy should refer to your TFP

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A common principle to both cases is that the right remains subject to the deemed secure tenant being in occupation of the property until the conveyance or the grant. The result is that those who were included in the application for the right to buy can continue the claim to exercise the right to buy after the death of the secure tenant even where they are not ordinarily entitled to succeed to the property so long as they fulfil the occupation condition.

The local authority will, however, be entitled to serve a notice to quit and commence possession proceedings against the 'second successor'. If the local authority is granted a possession order before the conveyance or grant the claim to the right to buy will be extinguished (s.121(1)).

But what happens when the local authority are dilatory in processing the claim for the right to buy and/or seek possession of the property? Is it possible to protect the rights of the deemed secure tenant? (**NB:** if the secure tenant dies intestate the notice to quit must be served on the personal representative and the public trustee simultaneously, if not, the notice will be invalid and the possession claim can be defended and most likely defeated on that ground.)

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Note:
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11 Tenancies that cannot be secure - RTB

Tenancies that cannot be secure (Section 79 (2) & Schedule 1 amended)

- Where a long lease has been granted for a fixed term of more than 21 years.
- Introductory tenancies (Part V –Housing Act 1996).
- Demoted tenancies (Section 143A Housing Act 1996).
- If the dwelling is occupied in connection with employment:
- Where the tenancy is required for the better performance of duty.
- Police tenancies (rent free).
- Fire authority employee granted tenancy in order to reside near a fire station.
- If a previous tenant (within the 3 years immediately prior to the tenancy) met one of the conditions above. Landlords must notify tenants in writing that this exception will apply.

- Where the dwelling is on land acquired for development that the landlord is using as temporary housing accommodation.
- Properties that provide homeless accommodation (Part VII Housing Act 1996):
- Tenancies granted to asylum seekers (Part VI Housing Act 1996).
- Tenancies granted as provision for displaced persons (Temporary Protection Regulations 2005).

- Temporary accommodation provided to meet the needs of obtaining or undertaking employment in that, or in an adjoining, district.
- If the dwelling is leased to a landlord with vacant possession by the owner (private sector) for use as temporary accommodation, where there is a provision in the lease for obtaining vacant possession at the end of the lease.
- If the dwelling is temporary accommodation while works are being carried out to previously occupied dwelling.
- If the dwelling is on an agricultural holding and occupied by a person who is controlling the farming of the holding.
- Where the dwelling is, or is within, a property licensed to sell alcohol.
- Where a tenancy is granted to meet the needs of an educational course within the category designated by Regulations.
- A business tenancy within Part II of the Landlord and Tenant Act 1954.
- Almshouses – Schedule 1

12 Tenants and properties not eligible for the RTA

- Tenants occupying property on an assured shorthold tenancy (where this commenced prior to 1 April 2012 and/or is for less than two years), licence or a long lease
- Tenants of Abbeyfields or Almshouses
- Tenants of fully mutual co-operatives
- Tenants of co-ownership societies
- Undischarged bankrupts or tenants who have a bankruptcy petition pending against them or who have an arrangement with creditors, the terms of which remain to be fulfilled
- Tenants subject to a court order for possession of the property
- Tenants who are the subject of a 'suspension order' or 'suspension status'

Properties excluded from Right to Acquire include the following:

- Properties where the landlord has insufficient legal interest i.e. where the property is a house, a lease with a term under 21 years and for a flat, a lease with a term under 50 years
- Properties where the landlord is a co-operative housing association
- Properties situated in a rural area designated by order of the Secretary of State under section 17(1)(b) (Right to Acquire: Supplementary Provisions) of the Housing Act 1996
- Properties let in connection with employment
- Properties designed with special features for letting to people with physical disabilities. To gain exemption the property should be one of a group of properties normally let to people with physical disabilities and a social service or special facility is provided close by wholly or partly to assist the tenants
- Properties with special facilities let to tenants who are suffering or have suffered from a mental disorder. As above the property must be one of a group of properties and a social service or special facility must be provided close by wholly or partly to assist the tenants
- Properties which are one of a group of properties which it is the practice of the landlord to keep for occupation by persons who have special needs and require intensive housing assistance and such intensive housing assistance is provided either directly or indirectly by the landlord
- Properties let to persons of pensionable age. Such properties must be one of a group of properties let to the elderly and have special facilities consisting of or including a resident warden or non-resident warden with a calling facility, and/or a common room close by
- Properties held on Crown tenancies
- Properties where the attributable loan debt is equal to or greater that its current market value
- Properties that are due to be demolished within 24 months of a provider serving a final demolition notice, and having followed the prescribed notification process as contained in s182 of the Housing Act 2004

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