



LAND PURCHASE REQUESTS POLICY

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Author	Ron McArthur		
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Charter Outcomes	Number(s)
The Customer/landlord relationship	
Housing quality and maintenance	
Neighbourhood and community	
Access to housing and support	
Getting good value from rents and service charges	

Written by	Ron McArthur
Department	Asset Management
Approval Date by Committee	

Notes:

Policy drawn up with reference to:

Housing (Scotland) Act 2001

Housing (Scotland) Act 2010

Reference made to the following sources and other guidance:

SFHA Raising Standards in Housing

The Scottish Housing Regulator's Regulatory Standards

The Scottish Social Housing Charter

LAND PURCHASE REQUESTS POLICY

1. Introduction

1.1. The Association receives many requests, particularly from owners of properties purchased under “right to buy” to purchase land adjacent to their properties which is located within the common areas of an estate maintained by the Association.

1.2. The purpose of this policy is to explain how we will handle these requests.

1.3. This policy only relates to requests for the purchase of land which is immediately adjacent to the prospective purchaser’s property.

2. Background

Historically the Association has received a considerable volume of requests from owners to purchase small areas of land adjacent to their houses, normally to extend their garden ground or to form driveways.

These occur principally in the former Scottish Homes owned estates in Angus, where there is a large percentage of owner occupation. On many occasions prior to the Association’s involvement, the requests have been granted by Scottish Homes. However, since the Association’s involvement, the response to such enquiries has been mixed with a number of requests being granted up to 2011, but since then virtually all requests have been rejected on an ad hoc reversal of policy. That is apart from some areas in Auchmithie. There has been an inconsistency that this policy statement seeks to address by applying a consistent approach across the Association’s whole estate.

3. Matters to Note

There are a number of issues that are likely to arise from taking a more consistent approach to such requests from owners.

- a) A high number of requests from owners whose requests were previously rejected.
- b) Monitoring the use of any land that is sold to ensure it is used for the intended use and maintained accordingly.
- c) Assessing the benefit to the Association – i.e. how does selling such areas of land to owners benefit the Association? There is often little by way of financial benefit for such land sales.
- d) Balancing the benefit of having these areas incorporated within owners’ properties against the reduction of landscaped open space and amenity

areas within estates. e) Checking there are no title conditions affecting the land which may prohibit the proposed change of use; (solicitors to be consulted to verify this).

f) Checking the land is in the ownership of the Association and not owned jointly with owners.

g) Considering the parking needs within the estate as a whole.

h) Taking account of the resources required to deal with each request.

4. Criteria to apply

Before the Association agrees to sell any land, it will need to be satisfied that the sale will meet the criteria outlined below:-

- the proposed change of use of the land will not adversely affect adjoining land or be considered an unsafe use;
- the sale will not create a plot which is not in keeping with the general plot size and layout of plots within an estate;
- public rights of way will not be affected;
- there are no private services or statutory utilities within the land;
- the land is not subject to adopted highway rights;
- the Association has no foreseeable use for the land;
- the sale will not prevent access to other Association land;
- the sale will not result in increased maintenance costs for the Association for any adjacent retained landscaped areas, open space or amenity land;;
- the land is not part of a visibility splay ;
- the purchaser has no outstanding debt with the Association;
- the land does not form any part of a designated open space area.

5. Conditions of sale

All land will be sold at market value in line with an independent valuation on the assumption that all necessary permissions and consents are obtained with the Association's expenses being met by the applicant regardless of the outcome of the application. Title conditions will be included in the conveyance of the land depending on the purchaser's proposed use of the land and any other relevant factors. The title conditions to be considered will include:.

a. If the land is to be used as garden ground only:

- i. no fences, boundary features or other structures erected without the prior written consent of the Association with any boundary feature adjoining Association retained land being maintained at the owner's expense; not be used for the storage of materials;
- ii. grass areas to be kept clear of rubbish and cut regularly;
- iii. trees, hedges and shrubs pruned, not allowing them to become a nuisance to neighbours or others;

- iv. the cover of vegetation maintained in perpetuity, with failing and dead plants replaced at the earliest opportunity;
- v. tree planting or severe pruning/felling only undertaken with the written consent of the Association;
- vi. the erection of any building or other structure will be prohibited unless this has been agreed at the time of purchase and the agreed price reflects this.
- vii. restriction on use of land for garden purposes only.
- viii. the sale will be conditional on the grant of any planning permission required and compliance with planning conditions.

b. If the land is to be used to park / store vehicles, trailers, boats and / or access to existing garden.

- i conditions (a.i to viii inclusive) will apply adapted as appropriate, e.g. use restricted to the relevant use;
- ii Highway Authority consent for any vehicular access to be obtained by the purchaser with any conditions complied with;
- iii Association to approve the detail of any dropped kerb and hard standing, if appropriate;
- iv Written approval must be obtained from the Association for the land to be used to park or store vehicles or other items.

c. If the land is to be used to erect a building or other structure (e.g. a house extension):

- i. the land will be sold at market value once planning permission has been granted or evidence that planning permission is not required (i.e. the proposed development is permitted development). Any building warrant drawings will require to be approved by the Association.

6. Procedure for Land Purchase Request

- 6.1 The prospective purchaser will be referred to this policy on contacting the Association regarding a land purchase request. Customer services team can refer them to the policy on the website or forward a copy.
- 6.2. The prospective purchaser should make a request to purchase by completing and submitting a request to purchase application accompanied by a sketch plan to identify the area of land and its location. The application will include information the purchaser has obtained for any statutory consents required for the proposed development and use. Application must be forwarded to the Senior Maintenance Officer.
- 6.3 The Association will acknowledge receipt of the request and Finance Department will advise the applicant of the application processing charge with an estimate of further charges if the application request is granted.
- 6.4 On payment of the application charge the Association will make a site inspection and undertake the appropriate searches to establish ownership of

the land and any title conditions and other interests which affect the land.
Finance to advise Senior Maintenance Officer.

- 6.5 The Association will liaise with the applicant regarding any points that may require clarification with the application following its initial assessment of the application and the criteria outlined at 4 above. Maintenance Officer will liaise.
- 6.6 The Association will make a decision on the application and inform the applicant as soon as reasonably practicable. Where the application is approved the approval may be in principle only, subject to valuation and other conditions, as appropriate. Decision between Senior Maintenance Officer, Maintenance Officer. Asset Manager to make final authorisation. The applicant will be informed of any further charges (e.g. valuation fee) required to progress the matter further. Finance Department.
- 6.7 On payment of the further charges the Association will instruct a valuation and any other reports required to progress the application and share the information obtained with the applicant. The Association will inform the applicant of the terms and conditions (heads of terms), from Thorntons, which will apply to the applicant's proposed purchase of the land. Maintenance Officer to forward both. The heads of terms will not be legally binding on the parties but will contain sufficient information for the applicant to decide whether the applicant wishes to proceed, how long the heads of terms will apply for and the further costs involved in completing the purchase.
- 6.8 If the applicant decides to proceed, the applicant's confirmation of their decision will include details of their solicitor if not previously intimated. The applicant will be responsible for their own solicitor's charges. The Association's solicitor will issue the formal offer of sale to the applicant's solicitor for acceptance and thereafter will complete the legal formalities.
- 6.9 Any costs incurred by an applicant prior to completion of the purchase of the land are entirely at their own risk and are not recoverable from the Association, save where an applicant has suffered loss as a result of breach of contract by the Association. A standard letter will be developed to cover actions over stages 6.7.

7. Post Sales

- 7.1 Once a sale has gone through we will ensure that key information related to the sale and general terms are available for staff to ensure that they can deal effectively with any future queries.

8. Breaches

- 8.1 Any breach of the terms of the sale can be referred to our solicitor for advice, particularly any material breach, such as change of use or onward sale.