ECE Planning

Planning Statement

Gravesend SoloHaus

Project Name:	Gravesend SoloHaus
Location	St Alban's Close
Client:	Foundation 200
File Reference:	P2237

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1. Introduction

1.1. This Planning Statement has been prepared on behalf of the Applicant, **The Hill Partnership**, in support of the Full Planning Application for the following development:

> *'Proposal for 8x Solohaus self contained modular homes for temporary homeless accommodation, with associated plant, bin and bike stores and landscaping at land at St Albans Close, Gravesend.'*

1.2. As part of Gravesham Council Investment Partnership with the Hill Partnership across the Borough, eight modular homes have been donated by Andy Hill's charitable Foundation 200 initiative.

1.3. Foundation200 is Andy Hill's personal charitable commitment to donating two hundred homes to help alleviate homelessness across the UK. The homes are of modular construction and will be installed following the granting of planning permission, by the Hill Partnership. Once constructed the homes will be managed directly by the Council's Homelessness Team.

1.4. The self-contained modular homes will provide high quality transitional/short term accommodation for people who require low-level support in maintaining their tenancy before transitioning into an Assured Shorthold Tenancy (AST) in the private sector or social housing. It is expected that residents of the pods will be in the accommodation for 6 months to two years. There is significant need for this form of accommodation within the Borough.

1.5. This application follows pre-application discussions with Gravesham Borough Council Officers in February 2025 under reference PRE20240281 and Public Consultation in March. Following these discussions the proposals have been amended accordingly.

1.6. This Statement sets out the relevant background for the determination of the planning application, including a description of the site and its surroundings, the relevant planning history, relevant planning policy, details of the proposed development and an assessment of the relevant planning considerations.

1.7. The following documents have been prepared in support of this application:

- **Plans, Elevations and Sections**
- **Planning Statement**
- **Open Space Assessment (Section 6.4 of this Statement)**
- **Acoustic Report (Assessment of Air Source Heat Pump Noise)**
- **Biodiversity Net Gain Report**
- **Energy Reports (Carbon Reduction Statement and SAP 10 Report)**
- **Flood Risk Assessment and Drainage Strategy**
- **Utility Report**
- **Highways Statement (Section 6.11 of this Statement)**

2. The Site

2.1. The site comprises an approximately 1510sqm parcel of land forming part of the public open space at St Alban's Close, Gravesend. It is bounded to the east by the rear gardens of residential homes on St Albans Close and Winchester Crescent. These gardens are fenced in timber. To the west the site is bounded by the concrete footpath running across the open space from north to south. To the south, the site fronts on to St Albans' Close, a residential street. The northern boundary of the site fronts onto the public footpath that runs alongside Winchester Crescent. There are two established pedestrian footways, one running north-south through the open space and another running east-west along the southern periphery. The area overall is residential in nature, with terraced or semi-detached houses of mid to late 20th century Council housing type on all sides.

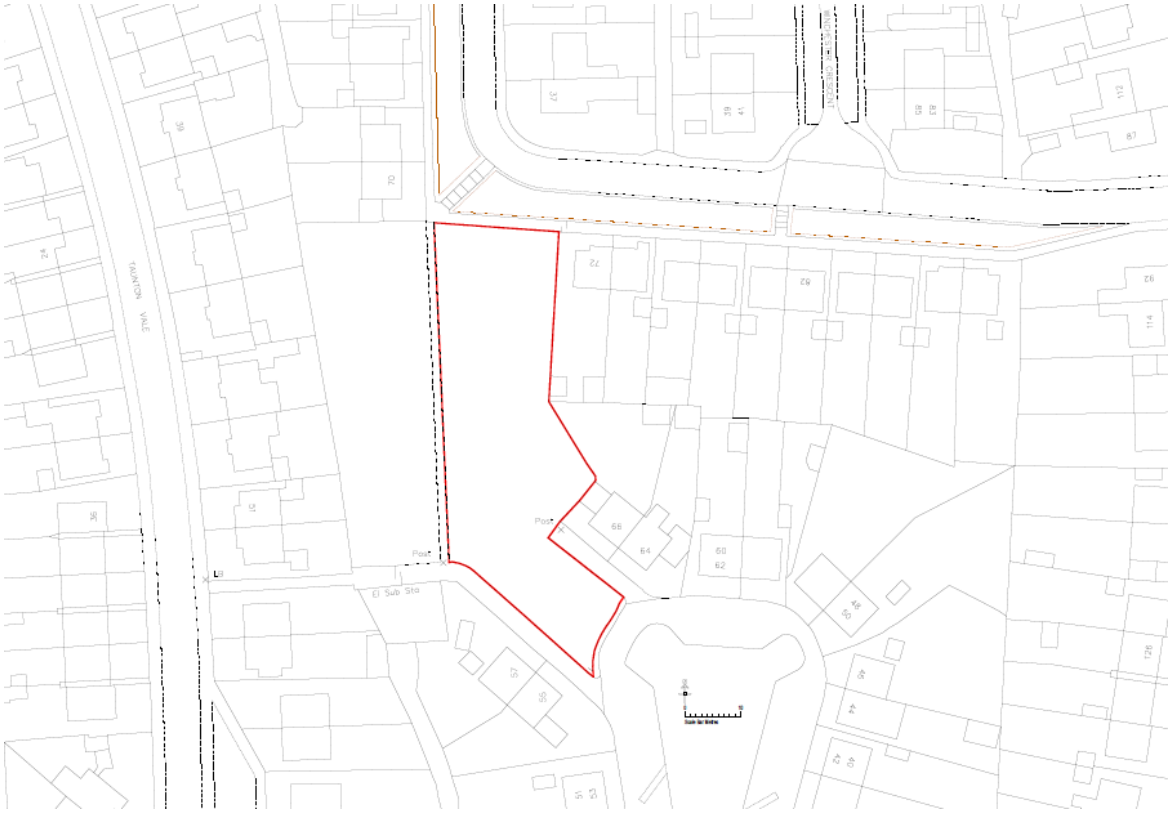

Figure 1 - Location Plan

2.2. The site is currently in use as a public open space. The Gravesham Borough Council Open Space Assessment Report (2016) identifies the open space as St Albans Close under ID: 152, which it classifies as an Amenity Greenspace. Its current primary use is as informal recreation (although we understand this to be predominantly dog walking related) and a pedestrian cut-through route. It is of open character with grass and no further planting. None of the residential properties surrounding the open space positively front onto it. The Open Space Assessment Report considers the site to have a low quality score of 40.9% (anything scoring below 45% is regarded as low quality) and a value score of 20% (the threshold for high value space is 20%). This analysis by the council places the site in the minority of those which are categorised as low quality.

2.3. The site is owned by Gravesham Borough Council. Access to the site is currently available to pedestrians via the footpath along Winchester Cresent to the north, and the footpath connecting St Alban's Close and Taunton Vale to the south.

2.4. The Site is located close to public transport, with bus stops on Valley Drive north and south. A local parade of shops is located within five minutes walk, and there are further shops and the Lamorna and St Gregory's surgeries within fifteen minutes walk.

2.5. The topography of the site slopes from southwest down to northeast, with the western edge of the site presenting views across Gravesend to the Thames Estuary.

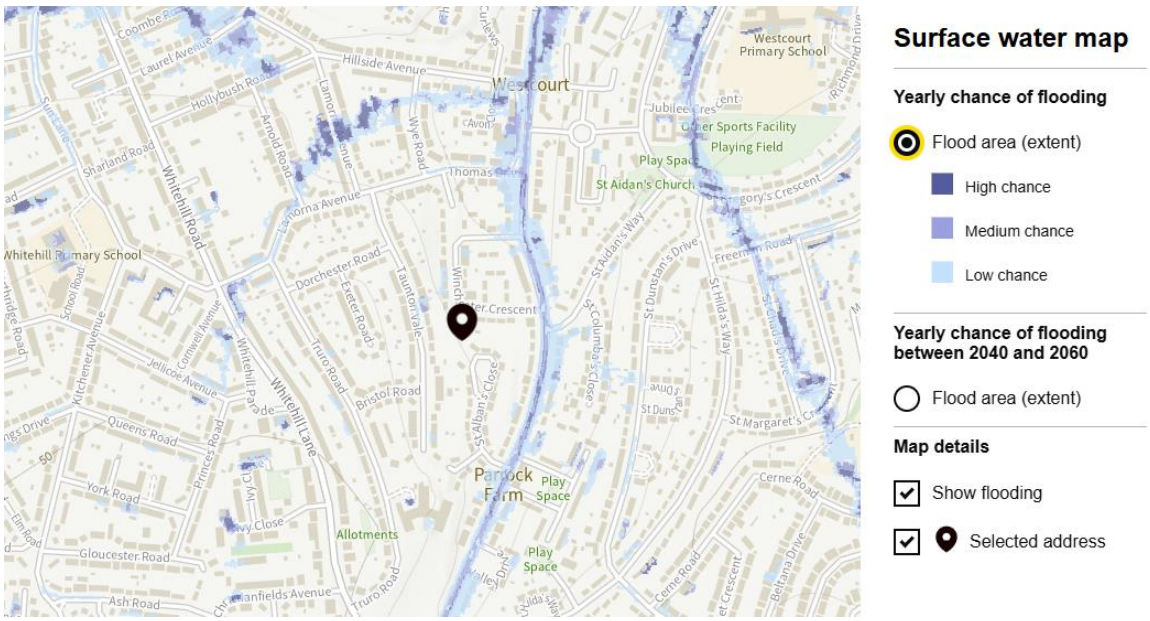

Figure 2 - Map of current flood risk

2.6. A review of the Government's Flood Risk Maps for Planning reveals that the site lies within Flood Risk Zone 1, with a low risk of flooding. It also has no identified risk of surface water flooding, both currently and within the future modelled scenario between 2040 and 2060.

3. Planning History

3.1. A review of the council's planning register has revealed no relevant planning history to the site. This was also expressed by the Case Officer in their Pre-Application response.

4. The Proposal

4.1. This application seeks permission from Gravesham Council to install 8no. Solohaus homes as transitional accommodation for single individuals who are able to maintain a tenancy with low to moderate levels of support, but who would otherwise be facing homelessness and rough sleeping.

4.2. These modular homes will be managed by Gravesham Borough Council's Rough Sleeping Team, who will allocate the modular homes to residents with moderate to low support needs who may otherwise be housed in nightly paid accommodation at significant expense to the taxpayer. The intention is to expand capacity with existing services operated by the Gravesham Borough Council and to complement the supported housing schemes which already exist elsewhere in Gravesham. The self-contained modular homes will provide high quality transitional/short term accommodation for people who require low-level support in maintaining their tenancy before transitioning into an private sector or social housing. It is expected that residents of the pods will be in the accommodation for 6 months to two years.

4.3. The scheme will provide private, self-contained housing for those individuals for a temporary period of between six months and two years. During this time, residents will be supported to stabilise their lives and find permanent, general needs housing.

4.4. The homes will be single storey, forming a terrace extending the existing houses at 64-66 St Alban's Close and backing on to the boundary line with 66 St Alban's Close and 72 Winchester Close. Hard and soft landscaping to allow easy pedestrian access to and from the scheme is incorporated in the design. A small, paved area enclosed by a timber fence is to be provided in front of each of the homes to provide private outdoor space. In addition, sympathetic planting and the restoration of the existing grass surface is proposed to ensure that the site integrates well with the current layout of the area.

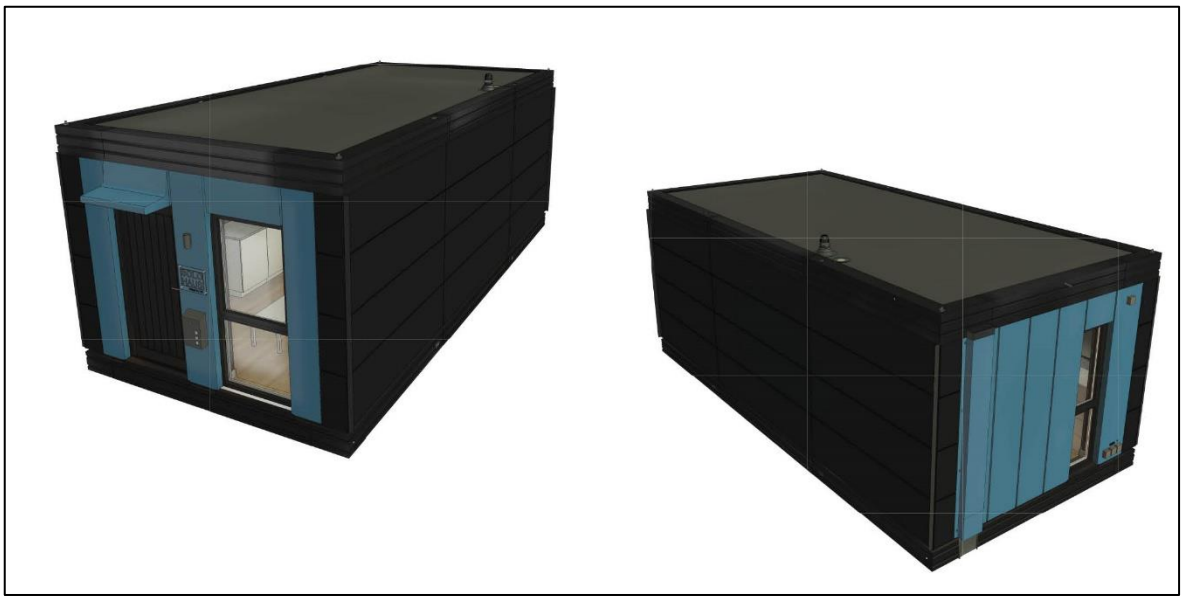

Figure 3 - Illustrative 3D renders of Solohaus modular units

4.5. The Solohaus units are of a modular design, with a flat roof rising to 2.8m and an internal area of 24 sq. m each. The design of the units has been developed in close collaboration with homeless charities. Each is specifically designed for single occupancy and comprises a sleeping area, kitchen and living room, together with a shower and WC. The Solohaus homes have Building Control type approval, are individually wind and watertight and have been fire tested to 60 minutes and over on all sides. The units are to be fitted with communal air source heat pumps. The external materials are proposed to be of powder coated aluminium and cementitious through colour cladding. Refer to Figure 3.

4.6. Cycle parking is proposed in the form of 5no. Sheffield Stands sited to the north of the northernmost module. Waste storage is to be provided in a bin store at the southern end of the site. No additional car parking spaces are proposed.

5. Policy Overview

5.1. Introduction

5.1.1. A review of relevant planning policy has been undertaken and the following documents and policies have been identified as of relevance.

5.2. National Planning Policy Framework (NPPF)

5.2.1. The NPPF, most recently amended in December 2024, sets out the Government's planning policies for England and how these should be applied. It provides a framework within which locally-prepared plans for housing and other development can be produced.

5.2.2. The following extracts of the NPPF are considered most relevant in the determination of this application:

Chapter 2 – Achieving Sustainable Development

Chapter 8 – Promoting Healthy and Safe Communities

Chapter 11 – Making Effective Use of Land

Chapter 12 – Achieving Well-Designed Places

Chapter 15 – Conserving and Enhancing the Natural Environment

5.2.3. Of particular relevance to this application is Paragraph 104 of Chapter 8, which concerns development on existing open space.

5.3. National Planning Practice Guidance (NPPG)

5.3.1. The PPG supplements the overarching objectives of the National Planning Policy Framework. The guidance provided by the PPG has been fully considered in the preparation of this application and the proposed plans are seen to be fully compliant with it.

5.4. Strategic Planning Policy – Gravesham Local Plan

5.4.1. The Gravesham Local Plan sets out the strategic vision, objectives, and policies of Gravesham Borough Council and consists of the following documents:

The Gravesham Local Plan Core Strategy (adopted 2014)

Kent Minerals and Waste Local Plan 2013-30 (adopted 2020)

Gravesham Local Plan First Review (adopted 1994) (Saved policies as listed in Appendix 1 of the Core Strategy)

5.4.2. The following Policies within the Core Strategy are considered of relevance to this application:

CS01 – Sustainable Development

CS02 – Scale and Distribution of Development

CS12 – Green Infrastructure

CS13 – Green Space, Sport and Recreation

CS14 – Housing Type and Size

CS15 – Housing Density

CS16 – Affordable Housing

CS18 – Climate Change

CS19 – Design and Development Principle

5.4.3. The following saved policy from the Gravesham Local Plan First Review (1994) is also of relevance:

P3 – Vehicle Parking Standards

5.5. Supplementary Planning Guidance

5.5.1. The following Supplementary Planning Documents (SPDs) have been prepared by the LPA to provide additional advice and guidance on specific planning issues within the district. They are non-statutory documents, but are a material consideration that the council will take into account when considering an application.

5.5.2. The following are considered relevant in the determination of the application but are not explored in detail within this Statement.

SPG2 – Residential Layout Guidelines (2020)

SPG4 – KCC Parking Standards (2006)

Housholder Extensions / Alterations Design Guide (2021)

Technical Housing Standards – nationally described space standard (2015)

Landscape Character Assessment (2009)

6. Planning Appraisal

6.1. Introduction

6.1.1. The principal issues which relate to the proposal are as follows:

Principle of Development

Homelessness and Housing Need

Open Space

Design, Form and Appearance

Ecology and BNG

Highways

Drainage

Energy

Noise

Residential Amenity

6.2. Principle of Development

6.2.1. With regards to the principle of development, the site is located within the urban area of Gravesend. Policy CS02 of the Gravesham Local Plan Core Strategy (GLPCS) (Scale and Distribution of Development) prioritises development in the urban area as a sustainable location for development.

6.2.2. The proposed development of temporary homeless accommodation at a sustainable location aligns with Policy CS02, which prioritises land within urban areas for residential purposes. The National Planning Policy Framework emphasises that a presumption in favour of sustainable development is at the heart of government policy for planning.

6.2.3. The provision of temporary homeless accommodation is clearly a very beneficial element of this proposal, whilst the landscaping proposals will improve the open space provision locally, and lead to a Biodiversity Net Gain (considered further below).

6.2.4. The main consideration regarding the principle of development, relates to the loss of open space, which is considered at section 6.4 of this Statement, versus the significant benefit related to the provision of temporary accommodation for homeless individuals.

6.3. Homelessness Accommodation

6.3.1. The most recent (July – September 2024) figures of the Ministry of Housing, Communities & Local Government's Statutory Homelessness in England statistics reveal that a total of 44,920 households were assessed as homeless, **up 1.5% from the same quarter of the previous year**. Additionally, 126,040 households were in temporary accommodation. In its Ending Rough Sleeping For Good Policy Paper (2022) the Government made the commitment to end rough sleeping by 2024 and stated that they *"will support both housing-led approaches and Housing First, and will make sure specialist homes are in place for people experiencing rough sleeping"*. It should be noted that under the Homeless Reduction Act (2017), Local Authorities have a number of duties in the reduction of homelessness, including duties to help secure accommodation for those experiencing homelessness.

6.3.2. Within the Borough of Gravesham, along with the wider area of Kent, there has seen a general downward trend in rough sleeping as demonstrated in Figure 4 (noting that rough sleeping is but one form of homelessness). Despite this, the government's goal of eliminating rough sleeping is yet to be achieved and there is still a need for more service provision with around 85 rough sleepers in the county as of 2022. Figure 5 demonstrates that there were 16 Rough Sleepers in District as of September 2024.

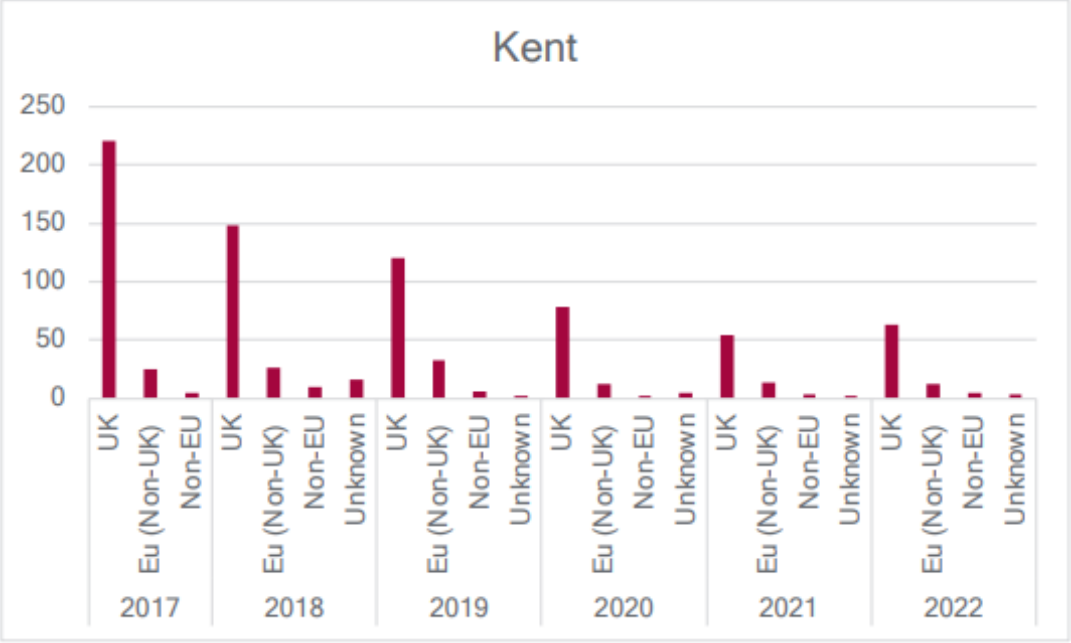

Figure 4 - Graph of rough sleeping numbers in Kent taken from the Gravesham Rough Sleeper Strategy 2023-2025

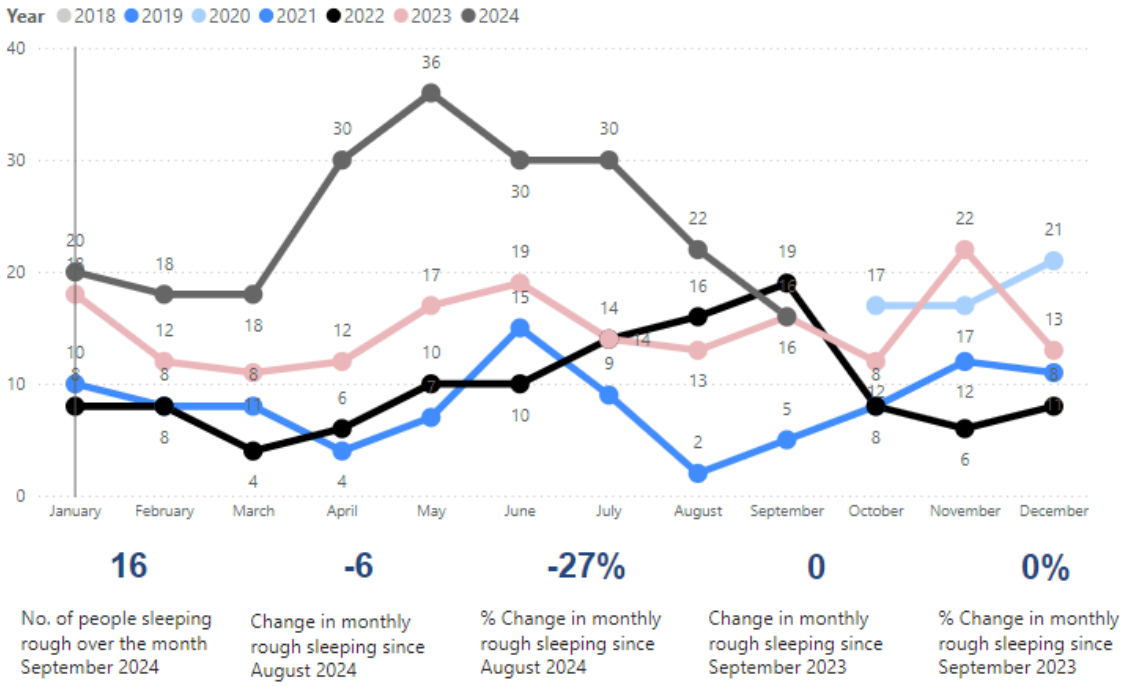

Figure 5: Number of Rough Sleepers Verified Monthly from January 2021 to September 2024 in Gravesham.

6.3.3. As noted however, rough sleepers are but one category of people suffering from Homelessness. There remains a large category of the 'hidden homeless', defined by the Statutory Homelessness (England): Causes and Government Policy Paper (2024) as *'people whose circumstances are hidden from official statistics and services because they are dealing with their homelessness situation informally'*. This may include:

- people temporarily staying with friends or relatives (sofa surfing)
- those living in severely overcrowded conditions
- those involuntarily sharing accommodation with other households on a long-term basis (concealed households)
- squatters

6.3.4. The Government's Hidden Homelessness in the UK: Evidence Review Report (2023) suggests that the full scale of this kind of homelessness is unknown but that a significant number of people exist in this grey area.

6.3.5. Gravesham's Rough Sleeping Team conduct needs assessments to determine the type of accommodation that would be suitable to each individual in reference to the level of support needed. These are:

- **Low**: able to maintain shared or self-contained accommodation independently with minimal/no support.
- **Moderate**: able to maintain shared or self-contained accommodation with some support.
- **Significant**: unlikely to be able to maintain private or rented accommodation independently. Able to maintain a license in supported accommodation or self-contained accommodation with regular support.
- **Complex**: Likely to need intensive support to manage their accommodation. Likely to have a history of failed hostels stays.

6.3.6. The rough sleeping team have themselves identified a need for facilities in the Low to Moderate category. This would take the form of self-contained temporary accommodation, which this application is proposing to provide. Such accommodation should be considered a transitionary type of housing to assist residents in adapting from supported to fully-independent living.

6.3.7. The Gravesham Rough Sleeper Strategy 2023-2025 sets out the council's objectives relating to homelessness and rough sleeping. It identifies several key objectives. Those of relevance to this application are:

- *'To reduce the number of people sleeping rough in the area by 50% over the next 2 years.'*
- *'To provide immediate support and accommodation to those who are currently sleeping rough.'*
- *'To increase the availability of affordable housing in the area through partnerships with local housing providers.'*

6.3.8. The strategy identifies that significant progress has been made between 2012 and 2022, with the number of rough sleepers in Kent falling from 119 to 85. Nonetheless, the ambition of the council to reduce the number of rough sleepers by 50% over the period 2023-2025 is a significant challenge. The Strategy's action plan identifies a Key Action of relevance to this application:

'Deliver range of rough sleeping interventions in partnership with DLUHC to end rough sleeping, including:

Partnership Coordination
Specialist outreach
Benefits and welfare advice
Specialist accommodation provision'

6.3.9. This application delivers on this action through the provision of specialist accommodation, increasing the stock of temporary, transitionary accommodation of which the council has an identified need. Such provision has been agreed as desirable by Gravesham Borough Council's Rough Sleeping Team, who have agreed to take on the management of units once the development is complete. The single person pods will offer a secure, clean, and private space for a single person, ensuring they have access to necessities such as shelter, sanitation, and personal safety. This environment will provide stability and a foundation for the individuals to focus on their personal development and growth.

6.3.10. The pods will be equipped with essential amenities while still encouraging occupants to take on increased responsibilities gradually, for example managing electricity and water bills and paying their rent. This approach aims to introduce a sense of autonomy and self-reliance, which is crucial for the successful integration into a stable tenancy.

6.3.11. With ever increasing levels of homelessness in the Borough, the provision of single-person pods will assist in alleviating the burden the Council faces on the provision of temporary accommodation. The pods can provide temporary accommodation to those who are single and facing homelessness. This will enable the Council to concentrate on the temporary / supported accommodation that is available to meet the needs of those who require more intensive support and for families.

6.3.12. While the proposal delivers 8no. units, this should be taken as a small but extremely valuable contribution to address the issue of homelessness in Gravesham. The benefits of the provision of homeless accommodation should thus be given significant weight in the determination of this application.

6.3.13. Discussions at the Pre-Application stage stressed the need for details of how the proposals are to be managed, in regards to the maximum length of stay, CCTV and safety, and parking. It should be noted that management of the development once in use will be undertaken by the Council's Rough Sleeping Team, a specialist team of the Council that manage all aspects of homeless accommodation across the Borough. The length of stay is intended to be of 6 months to 2 years, consistent with other supported and temporary accommodation managed by the Rough Sleeping Team. Support and monitoring will be consistent but, unlike fully supported accommodation, will not be 24 hours supervision (as the occupiers will not require this having been first assessed before being allocated the accommodation). This is to grant a degree of independence to facilitate the 'step-down' approach of support. As such, no CCTV is proposed, as it is deemed unnecessary.

6.3.14. Concerns have been raised at the Pre Application stage about the vulnerabilities of those occupying this facility and potential for antisocial behaviour. As such we would like to reiterate that people can become homeless for a variety of reasons such as family breakdown, lack of family support, or losing paid employment. The modular housing will be a well-managed and essential community facility providing accommodation for residents who are capable of living completely independently. To be clear, this isn't a sheltered form of accommodation catering for extremely vulnerable residents with high needs.

6.3.15. New residents would however be well supported by the Gravesham Rough Sleeping Team and will benefit from the support of an allocated support worker, in addition to other well-trained professionals who would regularly visit the accommodation to ensure residents are supported. There is a process that is followed to ensure that occupiers are well suited to the proposed housing as follows.

6.3.16. The tenant selection process aims to achieve a good fit between the individual and their new home, and between that individual and the wider development. The Rough Sleeping Partnership Manager will agree who should be offered a tenancy from referrals completed by the team. The tenancy will be a license agreement offered for an initial period of six months with an option to extend.

6.3.17. The duration of any tenancy will be decided jointly with the manager and the support workers working directly with the clients on a case-by-case basis considering, among other things, how well the tenancy is performing and the availability of move-on options.

6.3.18. Breach of tenancy agreements such as allowing non-residents to 'sleep over', excessive noise and nuisance for example will lead to the Council ending that tenancy following appropriate warnings. This is an easier process as residents will have a non-secure license agreement (an example of which is appended to this Planning Statement at Appendix A – please note that this is only an example and a bespoke license agreement will be produced for this development). This helps ensure that antisocial behaviour does not become an issue locally, and specifically covers matters associated with, for instance, noise, nuisance and behaviour etc. In addition, a draft Management Strategy has been produced (Appendix B) to ensure that a suitable process for allocation and management of tenants is in place.

6.3.19. The modular homes will be situated and physically laid out to foster a sense of community while providing a secure private space for each resident.

6.3.20. The individual modular homes are robust and secure with steel frame construction, solid walls and aluminium doors and windows, they are designed to high standards. They have acoustic insulation exceeding the standard set by Part E of Building Regulations and robust, non-combustible external materials, anticipating the new Part L Fire requirements.

6.3.21. The type of support provided will vary from individual to individual and will be decided in consultation with the tenant in advance of the offer. The level of support will likely vary over the tenancy period but will be high and direct at first, ensuring the best transitional experience as utilities are set up, benefits are claimed, and anxieties are understood and resolved. Over time the need for direct support is likely to level off but this will be under continual review. Support can be increased if and as required and will be available throughout the tenancy.

6.3.22. The needs of the tenant will vary over time and support may vary from 2 hours to 6 hours per week. This will consist of face-to-face and telephone contact, with weekly visits to each person in their home. The support worker will assist the client with completing necessary changes of address for their benefit claims, settling them into their modular home, creating a support plan and move on plan.

6.3.23. Gravesham Council takes its responsibility for homelessness very seriously. It is worth noting that the Rough Sleeping Initiative has been successful in gaining further funding for 1 full-time support worker to help move-on clients off the street and into accommodation. They will be working in partnership with other supported accommodation providers and the tenants moving into the modular homes to have them settled into the property and provide on-going support.

6.3.24. We do not consider there to be any concerns in relation to antisocial behaviour given the allocation of the dwellings and proposed management once occupiers are housed within the dwellings. Clearly the provision of eight high quality units of temporary and supported accommodation should weigh significantly in favour of this development.

6.4. Housing Need

6.4.1. The pre-application letter confirms that the Council can currently only demonstrate a Housing Land Supply of 2.9 years, which falls significantly short of the five-year housing land supply requirement set out in Paragraph 74 of the National Planning Policy Framework (NPPF, 2023). The shortfall in available land directly contributes to a local housing crisis, exacerbating both affordability and accessibility issues for residents.

6.4.2. The proposed development, which seeks to provide eight temporary accommodation units, will play a crucial role in meeting an urgent and growing need for emergency housing. This need is particularly acute due to the severe lack of both market and affordable housing in Gravesham, leading to increased homelessness and reliance on costly temporary solutions such as nightly paid accommodation.

6.4.3. In this context, the provision of eight temporary accommodation units should carry significant weight in the planning balance, given its alignment with local and national policy objectives to address housing shortages and provide for vulnerable members of the community.

6.4.4. Moreover, Paragraph 60 of the NPPF underscores the Government's commitment to significantly boost the supply of homes to meet the needs of groups with specific housing requirements. The introduction of these units would therefore contribute positively toward the Council's ability to fulfil its statutory housing obligations, reducing rough sleeping and homelessness in thew Borough, and reducing pressure on local authority resources and providing a stable, purpose-built solution for those in urgent need.

6.4.5. The Council's Housing Strategy also acknowledges the critical requirement for temporary accommodation, and the proposed development is directly aligned with these strategic objectives. Given the severity of the current housing shortfall and the Council's inability to demonstrate a five-year supply, it is considered that this scheme presents a sustainable and necessary response to an acknowledged problem, reinforcing the need for its approval.

6.5. Open Space

6.5.1. As detailed in Section 2 of this report, the site is identified by the Gravesham Borough Council Open Space Assessment Report (2016) as part of the St Alban's Close Open Space (ID: 152), classified as an Amenity Greenspace. Given this current use as a public open space, it is paramount to understand the policy context of development on existing open spaces. Consideration of development on open space is addressed in both the NPPF and the Gravesham Core Strategy, providing a framework for how such spaces should be managed. It should be noted that the applicant has been in discussion with the Gravesham Council's Parks Department and has their full support of use of the site.

6.5.2. Paragraph 104 of the NPPF (2024) asserts that existing open space should generally not be built upon, and sets out the circumstances in which it may be acceptable as follows:

> *'Existing open space, sports and recreational buildings and land, including playing fields and formal play spaces, should not be built on unless:*

a) an assessment has been undertaken which has clearly shown the open space, buildings or land to be surplus to requirements; or

b) the loss resulting from the proposed development would be replaced by equivalent or better provision in terms of quantity and quality in a suitable location; or

c) the development is for alternative sports and recreational provision, the benefits of which clearly outweigh the loss of the current or former use.'

6.5.3. From this, it is clear that development of open space *can* be acceptable in certain circumstances. Part a) asserts that development can be acceptable when the open space can be demonstrated to be surplus to requirements. We argue that the site is surplus to requirements on three accounts.

1. Local Overprovision of Amenity Greenspace

6.5.4. The St Alban's Close Open Space is surplus to requirements because of the *quantity* of provision in the area. The open space is classified by the Open Space Assessment Report as an Amenity Greenspace. The Gravesham Open Space Standards Report (2016) suggests a quantity benchmark for open spaces of this type as 0.60ha per 1000 population, as per the Fields In Trust's Beyond the Six Acre Standard Report (2015). The Borough of Gravesham as a whole is reported as having 0.92ha per 1000 population, with the urban areas of the borough (in which the site lies). It can therefore be concluded that provision in the area exceeds the standards set out the Open Space Standards Report by 23%.

6.5.5. We would also highlight that the amount of open space that will be lost is a very small amount (circa 300sqm). Within the borough of Gravesham, there is 96.92ha of Amenity Greenspace. The loss of 300sqm in this context is equivalent to 0.03% of the total provision or 0.05% when accounting for only the urban amenity greenspace coverage (i.e. 62.33ha).

2. Local Accessibility of Open Space

6.5.6. The St Alban's Close Open Space is surplus to requirements because of the *accessibility* of provision in the area. The Open Space Standards Report suggests that walkshed coverage should be considered as 400 metres (a 5-minute walk) for amenity greenspace. This figure is taken from the Open Space Assessment's consultation. It should be noted that this figure is more restrictive than the Fields In Trust figure of 480 metres in an attempt to create a more locally specific figure appropriate to the people of Gravesham.

Figure 6 - Map of amenity space 400-metre walksheds

6.5.7. As demonstrated in 6, the site lies within a 400-metre walkshed of several surrounding open spaces of the same type. All open spaces shown are identified within the Open Space Assessment. As such, even with the partial loss of just 300sqm of open space at St Alban's Close, there would still be sufficient coverage of amenity green spaces in the local area. It is important to note that also that the western portion of the open space would remain untouched and continue to fulfil a role in the network of open spaces in the neighbourhood. It can therefore be concluded that there is an overprovision, and that the proposal does not reduce the provision, of open space on the grounds of accessibility.

3. Quality of Open Space

6.5.8. The St Alban's Close Open Space is surplus to requirements because of the quality of provision in the area. The Open Space Standards Report uses a dual scoring metric consisting of a quality score and a value score. The quality score measures criteria relating to access, safety, amenities, and maintenance among others. The value score aims to measure the use and benefit derived from the space.

6.5.9. It is suggested by the Open Space Standards Report that amenity greenspace should meet a quality score threshold of 45% and a value score threshold of 20%. The open space at St Alban's Close does not meet the quality threshold, with the Open Space Assessment giving it a score of 40.9%. It does meet the value threshold, though just barely at a score of exactly 20%.

Site ID	Site Name	Quality Score	Value Score
155	St Dunstans Drive Open Space	24.9%	16.8%
158	St Gregorys Recreation Ground	66.7%	50.5%
166	St Patricks Gardens	42.9%	36.8%
187	Truro Road Open Space	39.6%	15.8%
204	Whitehill Road Open Space	53.9%	37.9%
220	Whitehill Lane	45.2%	10.5%

Table 1 Nearby amenity greenspace scores

6.5.10. Table 1 shows the quality and value scores of amenity greenspaces within 400 metres of the site. From this, it can be seen that there are several open spaces with significantly higher quality and value scores in the area. It should also be noted at St Patricks Garden (166) has been renovated since the publication of the Open Space Assessment and Standards Reports in 2016, and would likely score significantly higher owing to the installation of higher quality landscaping and amenities. Residents of the local area can therefore be considered to have an abundance of higher quality open spaces to choose from.

6.5.11. Further to this, the proposals include a number of improvements to the St Alban's Close Open Space. These are to include improvements to landscaping including new trees and provision of footpaths through the site and provision of development fronting onto the open space, providing surveillance of the space. In addition, the applicants would be willing to consider additional facilities should the Council consider these beneficial, such as benches (currently there are none) to be secured through an appropriately worded condition.

6.5.12. Considering the policies within the Local Plan, of relevance are Core Strategy Policies CS13 and CS19. CS13 states that:

> *'The Council will seek to make adequate provision for and to protect and enhance the quantity, quality and accessibility of green space, playing pitches and other sports facilities, in accordance with an adequate, up to date and relevant evidence base.'*

6.5.13. As discussed above, the site lies within an area already well served by other open spaces of similar character, exceeding the locally described requirement of 0.74ha per 1000 population. Nearby spaces give sufficient coverage with overlapping 400 metre walksheds and these spaces are often of higher quality and value. Furthermore the proposals seek to improve the quality and potential value of the remaining open space at St Alban's Close as detailed above. It should therefore be considered that the proposal helps to meet the goals of Policy CS13 through the improvements to the existing open space.

6.5.14. Policy CS19 states that new development:

> '*will ensure that public realm and open spaces are well planned, appropriately detailed and maintained so they endure'*

6.5.15. As previously mentioned, the proposals include additions that will enhance the quality of the existing open space. This may be taken as an act of maintenance on the space, ensuring that it is capable of providing a high quality of amenity to users into the future. It can therefore be concluded that the development does not damage the function of the open space, and in fact improves upon it for its foreseeable use into the future. The development should therefore be considered compliant with Policy CS19.

6.5.16. Overall, whilst a very small proportion of open space will be lost, this is more than outweighed by the provision of temporary accommodation for homeless individuals. Any conflict with policy in this respect must appropriately give sufficient weight to provision of such accommodation.

6.6. Design, Form and Appearance

6.6.1. Policy CS19 (LPCS) states that the design, layout and form of new sustainable development will be derived from a robust analysis of local context and character and will make a positive contribution to the street scene, the quality of the public realm and the character of the area. This is further expanded upon by Design for Gravesham, the Borough's Design Code. The NPPF (2024) sets out that the creation of high-quality buildings and places is fundamental to what the planning and development process should achieve and add to the overall quality of the area, not just for the short term but over the lifetime of the development.

6.6.2. The single storey nature of the proposal, as noted in the pre application response, is of benefit and would limit the visual impact of the proposal. The layout has sought to be integrated into existing building lines and positively front onto the open space in an appropriate area of the site. New paths would provide improved connections through the open space area also. The buildings would follow the curving nature of the land and existing frontages from the neighbouring buildings on St Albans Close and leading onto Winchester Avenue. The layout is considered to be acceptable particularly in light of the improved landscaping and enhancements to the open space proposed.

6.6.3. Given the modular design of these units, there is limited ability to change the design of the units. However the positive comments received through the pre application response are noted in relation to external materials and finishes. Landscaping is proposed in strategic positions such as at the north of Block A to screen the development and create filtered views from Winchester Close.

6.6.4. In design terms, the proposal is considered to be acceptable.

6.7. Residential Amenity - Space Standards

6.7.1. The proposed 24sqm units are below the Technical Housing Standards – Nationally Described Space Standards (2015), which recommend a minimum of 37sqm for a one-bedroom, one-person dwelling with a shower room. However, these space standards are typically applied to permanent housing developments rather than for specialist temporary accommodation. Given that the proposed units will be occupied for between six months and two years, they should be assessed within the context of temporary accommodation standards rather than permanent dwellings.

6.7.2. While the units fall below national space standards, they offer a significantly improved living environment compared to other temporary housing solutions commonly used by local authorities. Many councils rely on bed and breakfast accommodation, where occupants often have access only to small, single rooms with shared facilities, which do not meet basic space or privacy requirements. In contrast, the proposed units provide self-contained, purpose-built spaces with dedicated amenities, offering greater security and dignity. Similarly, hostel accommodation, while offering shelter, often involves shared rooms and communal facilities, which can be unsuitable for individuals transitioning to independent living. The proposed units ensure a private and stable setting, crucial for those moving out of homelessness. In some cases, local authorities use converted studio apartments as temporary accommodation, but these often consist of subdivided or repurposed spaces with awkward layouts or inadequate facilities. In contrast, the proposed units are specifically designed to meet the needs of temporary accommodation, ensuring functionality, manageability, and quality despite their compact size.

6.7.3. The units have been carefully designed to maximise space efficiency while remaining fully functional and suitable for the intended occupiers. Each unit includes private kitchen and bathroom facilities, providing greater self-sufficiency than many alternative forms of temporary accommodation. The living space is manageable, supporting residents in maintaining their accommodation before transitioning to housing. While the units do not meet the nationally prescribed space standards, their design prioritises efficiency, privacy, and stability, ensuring that residents have a safe and appropriate temporary home.

6.7.4. Given that residents will occupy these units for a temporary period of six months to two years and that the accommodation will act as a bridge to permanent housing, strict adherence to minimum space standards for permanent homes is not appropriate in this context. The proposed units balance efficiency, functionality, and the need for stability, ensuring that residents have a safe, private, and supported environment while awaiting long-term accommodation.

6.7.5. While the proposed units do not meet national space standards, they provide a significantly better alternative to many forms of temporary accommodation (not to mention sleeping rough which is a clear alternative). Their purpose-built nature, private facilities, and managed approach ensure that they remain a practical and appropriate housing solution for those transitioning out of homelessness. The temporary nature of the accommodation further justifies a departure from space standards, as the primary objective is to provide safe, stable, and functional housing as a stepping stone toward independent living.

6.8. Residential Amenity – Neighbouring Properties

6.8.1. The proposed development has been designed to ensure that it safeguards the amenity of neighbouring properties and land, in line with national and local planning policy requirements.

6.8.2. The proposed development is single-storey, which inherently minimises any risk of overlooking or loss of privacy for neighbouring residents. Additionally, the buildings are set back from the boundaries of surrounding properties, further reducing the potential for any adverse impact on neighbouring amenity. While the proposed blocks will extend along the full depth of the neighbouring gardens to the east, appropriate boundary treatments will be incorporated to mitigate any visual or physical impact (please refer to accompanying plans).

6.8.3. Concerns about safety and the potential for antisocial behaviour are acknowledged, and the scheme has been carefully considered to reduce any such risks (as considered within section 6.3 of this Statement). While concerns may be raised by local residents regarding the behaviour of future occupiers, it is important to recognise that the scheme will be subject to a robust Management Strategy and Licence Agreements (that can be secured by condition if necessary), ensuring that the site is appropriately supervised and that support is provided for residents (refer to appendices of this Statement). layout has been designed to minimise opportunities for antisocial behaviour through passive surveillance and clear sightlines, ensuring that any areas that could become concealed are appropriately treated.

6.8.4. Additionally, the design of the scheme will include secure access arrangements, with no resident access to the rear of the blocks where visibility may be reduced (this is retained for maintenance purposes only).

6.8.5. Noise is considered further below, but with regards to other residential amenity implications of this development, it is considered that the scheme is entirely acceptable in planning terms.

6.9. Noise

6.9.1. Policy CS19 of the Local Plan Core Strategy requires new development to be visually attractive, fit for purpose and locally distinctive. The design and construction of new development will incorporate sustainable construction standards and techniques, be adaptable to reflect changing lifestyles, and be resilient to the effects of climate change. As part of this policy, applicants are required to:

> *avoid adverse environmental impacts from pollution, including noise, air, odour and light pollution, and land contamination*;

6.9.2. To accompany the application, a noise report has been produced by Ian Sharland Limited. The report concludes that the impact of noise emitting sources (i.e. the proposed air source heat pumps) would be acceptable at all locations around the development site in relation to existing occupiers.

6.9.3. In summary, the proposals are acceptable in acoustic terms and fully accord with the criteria outlined in Policy CS19 of the Local Plan.Please refer to the submitted report for further information.

6.10. Ecology and BNG

6.10.1. Gravesham Core Strategy Policy CS12 sets out the strategy for green infrastructure in the Borough. Paragraph 5.7.23 of the policy states that:

'Sites designated for their biodiversity value will be protected, with the highest level of protection given to internationally designated Special Protection Areas, Special Areas of Conservation and Ramsar sites'

6.10.2. In Pre-Application discussions, the officer stressed that any development within 6km of the Thames Estuary and Marshes Ramsar site and Special Protection Area (SPA) would be considered to have an adverse impact upon the Ramsar Site and SPA, consistent with the findings of North Kent Bird Disturbance Report (2012). This would then require compensatory provision in line with Paragraph 5.7.25 of Policy CS12:

> *'Where a negative impact on protected or priority habitats/species cannot be avoided on development sites and where the importance of the development is considered to outweigh the biodiversity impact, compensatory provision will be required either elsewhere on the site or off-site, including measures for ongoing maintenance.'*

6.10.3. The development would therefore be policy compliant so long as other benefits outweigh its potential impact on the Ramsar Site and SPA and payment of the council's tariff on new housing is made.

6.10.4. To accompany the application, a Biodiversity Net Gain report has been produced. It confirms that a net increase of 0.08 habitats units will occur as a result of the development, equivalent to a 12.75% net gain exceeding the 10% improvement required by the Environment Act.

6.10.5. The proposal is considered to lead to an improvement locally in habitat, replacing low value grass land with a variety of new planting as set out within the Biodiversity Net Gain report. The proposal is considered to be entirely acceptable in biodiversity and ecology terms.

6.11. Highways

6.11.1. Policy CS11 of the Local Plan Core Strategy outlines that new developments should mitigate their impact on the highway and public transport networks as required.

6.11.2. As detailed above, the proposed development is located within the urban area of Gravesend in a sustainable location. The Site is located close to public transport, with bus stops on Valley Drive north and south. A parade of shops is located within five minutes' walk on Brading Crescent, and there are further shops and the Lamorna and St Gregory's surgeries within fifteen minutes' walk.

6.11.3. The proposed residents being individuals experiencing homelessness makes the likelihood of owning personal vehicles unlikely. This was further stressed within the Pre-Application advice given. It is for these reasons that the development includes no parking. This should be considered acceptable as the development is unlikely to have any significant impact on parking in the area.

6.11.4. Pre-Application advice further noted the inclusion of cycle spaces as a positive for facilitating the transition of residents from supported to independent living. This is included in the proposal.

6.12. Drainage

6.12.1. As mentioned earlier in this statement, the development is not identified as having any major risk of flooding, either itself or the streets in the immediate vicinity. As such, the development can be taken as compliant with Paragraph 5.14.36 of Policy CS18 of the Gravesham Core Strategy, which requires development to be '*directed sequentially to those areas at least risk of flooding'*.

6.12.2. Paragraph 5.14.39 of Policy CS18 states that *'the Council will seek to minimise the impact of drainage from new development on waste water systems'*. In particular, that the council will:

> *'Require that surface water run-off from all new development has, as a minimum, no greater adverse impact than the existing use; and*
>
> *Require the use of Sustainable Drainage Systems on all developments where technically and financially feasible.'*

6.12.3. Specific details of the proposed drainage solution can be found in Flood Risk Assessment & Drainage Strategy Statement. This report concludes as follows:

> *The FRA has considered the potential flood risk to the proposed development and its potential impact on flood risk:*
>
> - *The development is located in Flood Zone 1.*
> - *The development has a very low risk of flooding.*
> - *The development drainage system and levels are to be designed to accommodate the 100-year rainfall event with a 40% allowance for climate change.*
> - *The runoff from the proposed development will infiltrate into the ground via a soakaway installed within the site.*
> - *The proposed development's drainage regime aims to reduce the onsite and offsite flood risk.*
>
> *Therefore, the proposed redevelopment works result in an overall very low flood risk on Site and a low risk of flooding offsite after the mitigation measures are put in place.*

6.13. Energy

6.13.1. Policy CS18 of the Gravesham Core Strategy states in Paragraph 5.14.42 that '*The Council will seek to reduce the overall carbon footprint of the Borough'*. This is further elaborated in the policy that the Council will '*Support other proposals which lead to a reduction in carbon footprint'*.

6.13.2. The proposals are to include air source heat pumps. These should lead to a reduction in carbon footprint through reduced energy usage when compared to conventional heating systems. This can be seen in the specifications included in this application.

6.13.3. Additionally, it should be stated that the proposed modular units are of a high quality efficient design, achieving an energy rating of 76 (C). In addition, the supporting reports confirm adherence with Building Regulations Part L. For further information see the attached Buildings Regulations Compliance Report.

7. Conclusions

7.1. The proposed development at St Alban's Close, Gravesend, seeks to provide eight high-quality, self-contained modular homes as transitional accommodation for individuals at risk of homelessness. This initiative is directly aligned with both national and local policy objectives, particularly those emphasizing the urgent need to address homelessness and provide sustainable housing solutions.

7.2. In terms of impacts, the primary consideration is the partial loss of open space. However, a detailed assessment demonstrates that the site is of low quality and surplus to requirements. The Gravesham Borough Council Open Space Assessment Report confirms that the site scores poorly in terms of quality and it is within close proximity to other, higher-quality open spaces. Furthermore, the proposal retains a significant portion of the open space, improving the landscaping, and enhances surveillance, ensuring that the remaining area is of higher quality and better integrated into the local environment. The proposal will also enhance the public realm, providing an opportunity for improved biodiversity through new planting and landscaping enhancements.

7.3. Conversely, the benefits of the scheme are considerable. The development will provide much-needed transitional accommodation for individuals who might otherwise be rough sleeping or housed in expensive and less suitable temporary housing solutions. The proposed units offer private, self-contained spaces that will allow residents to stabilise their lives in a supported environment before transitioning into long-term accommodation. This approach aligns with the Council's Rough Sleeping Strategy, which aims to reduce rough sleeping by 50% over the next two years and provide specialist accommodation solutions that enable vulnerable individuals to reintegrate successfully into independent living. The homes will be managed by Gravesham Borough Council's Rough Sleeping Team, ensuring that appropriate support and oversight are in place.

7.4. Additionally, the sustainability credentials of the development should be acknowledged. The modular SoloHaus units are designed to be highly energy-efficient, incorporating air source heat pumps and exceeding the required standards for acoustic insulation and fire safety. The compact footprint of the scheme makes efficient use of an underutilized parcel of land within the urban area, aligning with the National Planning Policy Framework's (NPPF) emphasis on making effective use of land and prioritizing development in sustainable locations.

7.5. In balancing policy compliance and material considerations, it is evident that the benefits of delivering high-quality transitional housing significantly outweigh the minor loss of open space. The proposal aligns with the presumption in favour of sustainable development set out in the NPPF and accords with local policies supporting urban regeneration, the provision of housing for vulnerable individuals, and the effective use of available land.

7.6. Given the urgent need for this type of accommodation, the sustainable nature of the development, and the significant social benefits it will deliver, great weight should be placed on approving this application. The proposal represents a proactive and positive step towards alleviating homelessness in Gravesham while ensuring a well-designed and appropriately managed development that integrates effectively into its surroundings.

Appendix A – Typical Indicative Licence Agreement

Licence Agreement

This document is a legal contract between you and us. It explains the services you can expect from us, and the conditions you must keep to. Please read this agreement carefully before signing it and ask us to explain anything you do not understand. You can also get help from a Citizens' Advice Bureau, a solicitor or an independent advice agency.	
This is a Licence agreement between	
Name and address of landlord	Gravesham Borough Council (referred to as 'we, us or the Council' in this agreement) of Civic Centre, Windmill street, Gravesend, DA12 1AU
	And
Name of tenant	
The address of the property	ADDRESS
Details of the property	Single room (En-suite)
Furniture and Fittings	The Furniture Schedule, which is attached to this Agreement as Schedule 1, lists the furniture provided for your use in room … and communal areas.
Aim of Scheme	Room … is used as part of a Scheme which provides temporary accommodation for vulnerable people, who are in housing need and require the support we provide. The intended length of stay at the scheme is for a maximum of 2 years. The Scheme provides support based on individual need and is aimed at preparing tenants for a move to appropriate accommodation. If you have not engaged with move on support or have refused move on we will take steps to end your Licence.
Support	We have granted this Licence so that you can be provided with support. You are expected to work towards the goals set out in your Support Plan which we will agree with you. If you do not keep to your support agreement, do not engage with support, need a different type of support or a different type of accommodation, we will review your stay and may take steps to end your Licence.
Licence Start Date	Your Licence starts on ___ **/**_____**/**_____. Terms of your Licence are set out in this Agreement.

1.	GENERAL LICENCE TERMS		
Both sides agree:			
Payments for the Premises	(1)	The total weekly payment due for Room … at the start of your Licence is made up as follows:	
		Net rent	£
		Housing Service Charge	£
		Total weekly payment ('the Rent')	**£**
	(1)(i)	The total payment is payable weekly, in advance, every Monday.	
Services	(2)	We will provide services to you as set out in the attached Schedule 2. You will pay a weekly service charge which is included in your total weekly payment.	
	(2)(i)	We may vary the services we provide to you from time to time. This could include discontinuing some services or providing additional ones. We will only do this after giving you notice of the proposed change and the opportunity to comment.	
Changes in Rent	(3)	We may increase or decrease the Rent by writing to you and telling you the new proposed Rent. We will give you at least one month's notice of any increase. The first increase in Rent will usually take place in the July following the start of this Licence (though we may change the date). This increase will be made in line with our rent setting policy and will not be subject to section 13 Housing Act 1988. This means you do not have the right to refer such an increase to the Rent Assessment Committee. After the first increase, we will increase the Rent in line with section 13 Housing Act 1988 which means the Rent cannot be increased within 52 weeks of the last increase. The revised Rent will be the amount specified in the notice unless you refer the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum Rent payable for the following 52 weeks will be the amount determined by the Rent Assessment Committee.	
Service of notices	(4)	If you need to serve a legal notice on us as set out in Section 48 of the Landlord and Tenant Act 1987, you should send it to us at the following address: **FOA Rough Sleeping Partnership** **Gravesham Borough Council, Civic Centre, Windmill street, Gravesend**	
	(4)(i)	All letters and notices sent by us to you will be properly	

		served if they are given to you in person, hand delivered or posted to you at ADDRESS. If you are away from the property it is your responsibility to make arrangements to get your correspondence.
Altering the agreement	(5)	With the exception of any changes in Rent or House Rules, this Agreement may be altered only if both you and the Council give consent in writing.
Data Protection	(6)	You consent to us holding and processing any personal information (including sensitive personal data) that you have provided or that has been provided to us by third parties (or will be provided in the future) so that we can perform our functions as landlord and operator of the Scheme. We may also pass such data to third parties where it is to assist with the services delivered to you or otherwise for our legitimate interests.

2.	OUR RESPONSIBILITIES	
We agree:		
Possession	(1)	To give you possession of ADDRESS from the start of the Licence.
Your right to occupy	(2)	We will not interrupt or interfere with your right to live peacefully at the Scheme except when:
	(2)(i)	- We need access to check the condition of ADDRESS, or to carry out repairs or other works to the room, communal areas, or other rooms within the scheme, for viewings of ADDRESS in the months proceedings the end of the Licence and we have given you reasonable notice; - We need monthly access to your flat to carry out a room search to ensure there are no prohibited items such as (but not limited to) weapons or materials that you could use to cause harm to yourself or others, no illicit substances or associated paraphernalia and no alcohol. Any items found will be confiscated and could result in the termination of your Licence.
	(2)(ii)	- We need access to check the gas installations to meet our legal obligations as your landlord
	(2)(iii)	- We have grounds for concern about your safety or welfare and need to ensure your wellbeing
	(2)(iv)	- The court has given us possession by ending the Licence or you have surrendered the Licence
Repair of structure and exterior	(3)	To keep in repair the structure and exterior of the Premises including, but not limited to: - Drains, gutters and external pipes; - The roof; - Outside walls, outside doors, windowsills, window catches, sash cords and window frames, including necessary external painting and decorating; - Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards; - Chimneys, chimney stacks and flues but not including sweeping; - Pathways, steps or other means of access. - Plasterwork; - Integral garages and stores; - Boundary walls and fences.
Repair of installations	(4)	To keep in repair and proper working order any installations we provide for space heating, water heating, sanitation, and for the supply of water, gas and electricity, including:

		- Basins, sinks, bath, toilets, flushing systems and waste pipes; - Electric wiring including sockets and switches, gas pipes and water pipes; - Water heaters, fireplaces, fitted fires and central heating installations.
Repair of common parts	(5)	To take reasonable care to keep the areas you share with other residents within the scheme in reasonable repair and fit for use.
Decorations	(6)	To keep the outside of the premises and any areas you share with other residents of the scheme in a reasonable state of decoration and to redecorate these areas as frequently as necessary.
Furniture	(7)	To keep in reasonable repair and fit for use all those items of furniture and fittings we supply which are listed in the Furniture Schedule at Schedule 1.
Insurance	(8)	To insure the Premises, the Council's fixtures and fittings, furniture and equipment against fire and other such risks as we may determine. This does not include any items or contents belonging to you. You are responsible for insuring all your own contents and belongings.
Information concerning management	(9)	To provide you with information about our housing management policies in line with the guidance issued by the Social Housing Regulator.

3.	**YOUR RESPONSIBILITIES**	
You agree:		
Possession	(1)	To take over the Premises from the start of the Licence and occupy it as your home and that you will not pass on the Licence to anyone else or sub-let the whole or any part of the Premises.
Rent	(2)	To pay the Rent and other charges every week in advance.
	(2)(i)	To make agreed payments towards any arrears of rent or service charge from occupation of a Gravesham Borough Council owned or managed property.
Council Tax		To register your liability for Council Tax for ADDRESS and make monthly payments
Use of Premises	(3)	To occupy ADDRESS as your main and only home, not to use the premises for unlawful purposes and you, or your visitor(s) will not operate any business at the premises that might annoy or cause a nuisance to any of your neighbours without permission.
Outgoings	(4)	To pay for the costs of services applying to ADDRESS

		that are not paid for in your Rent
Nuisance and Violence	(5)	You will not cause a nuisance or annoyance, or do anything that is likely to cause a nuisance or annoyance, or behave in a violent or threatening way towards your neighbours, other tenants, our staff, agents, contractors or board members, or anyone lawfully in the area near the Premises. Examples of nuisance and annoyance include but are not limited to: - Bringing or consuming unlawful substances on the Premises - Persistent or prolonged playing loud music - Door slamming - Arguing and shouting - Offensive drunkenness - Racist, homophobic, faith or gender-based misconduct - Pushing, kicking or otherwise assaulting other people - Threatening to assault others (eg raising fists) - Using dogs in a threatening way - Offensive gestures - Swearing - Rubbish dumping outside of designated areas
Harassment	(6)	You will not harass or intimidate in any way other neighbours, our staff, agents, contractors or board members, or anyone lawfully in the area near the Premises, because of their race, colour, national origin, ethnic origin, religion, gender, sexual orientation, disability, age or for any other reason. Harassment can include (but is not limited to) offensive words both written, verbal or via social media, as well as acts or threats of violence.
Abuse to Staff and Others	(7)	Not to abuse, assault, threaten, harass or obstruct our staff, contractors, agents or board members in person, by telephone, in writing, through social media or in any other way while they are carrying out their job, whether at the Premises or elsewhere (e.g. the Association's offices).
Noise	(8)	You will not make, or allow anyone else to make, excessive noise or cause excessive vibrations at the property. This includes (but is not limited to) playing radios, televisions, any form of recorded music or musical instruments, as well as using power tools and other electrical or similar equipment, in a way that causes nuisance or annoyance to other people, or that can be heard outside the property between the hours of 9pm and 7.30am, or as otherwise agreed.
Pets	(9)	No dogs or any other pets are allowed in the premises at any given time.

Interior of Premises	(10)	To keep ADDRESS and communal areas in such a way that: - Does not cause a nuisance to neighbours; - Does not cause a health and safety hazard; - Can easily be restored to the condition it was let in; - Does not prevent or restrict the Council or anyone working on their behalf to carrying out their duties.
	(10)(i)	You will not damage or remove furniture we have provided
Damage	(11)	If you cause damage to ADDRESS, other flats and communal areas, our fixtures and fittings or furniture, a shared area or other property we own, you will make good the damage, unless it is fair wear and tear. If you do not make good the damage and we have to carry out the work, you will be recharged the costs of the necessary works..
Improvements	(12)	Not to carry out any improvements, alterations and additions to room …, or remove or alter any of our installations, fixtures and fittings unless we first give you our permission in writing.
	(12)(i)	You will not put up any aerial or similar device to the outside of the Premises unless we first give you our permission in writing.
Reporting disrepair	(14)	To tell us promptly about any repair that is our responsibility, that is needed to: - The outside or inside of the Premises; - To any area you share with your neighbours; - Or any indoor installation.
Access	(15)	To allow access to our staff, agent's contractors or anyone acting on our behalf to inspect the condition of your room, or to carry out repairs or other works to your room or adjoining property. We will give you at least 24 hours notice unless it is an emergency. Staff must have monthly access to your flat for health and safety checks.
Access for Gas Safety or other legal checks	(16)	To allow our staff, agent's contractors or anyone acting on our behalf, access when requested to carry out a CP-12 gas safety check or any other legal checks we are required to carry out.
Roadways	(17)	Not to block local roadways and other vehicle access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.
Assignment	(18)	Not to pass on the Licence to anyone else except where a court order is made or where we have given our consent in writing.

Occupancy	(19)	Not to allow anyone else live with you at the premises as this accommodation is for single people only.
Sub-tenancies prohibited	(20)	Not to grant a sub-Licence of any part of the Premises.
Health and Safety	(21)	To comply with any health, safety or fire advice given by us or another responsible agency.
Weapons	(22)	Not to bring into the Premises any fireworks, fire arms, air guns, pistols, explosives, ammunition or other offensive weapons or gas cylinders.
Care and Support	(23)	To make effective use of the support services we provide or that are provided by another responsible agency. To attend 1:2:1 sessions with your allocated support worker as and when arranged and other support being provided to you through the rough sleeping team, including partner agencies.
House Rules	(24)	To comply with all House Rules for the scheme. These Rules (if any) will be attached at the back of this Agreement at Schedule 3. We will notify you if we need to change House Rules. To engage with us about any changes to the House Rules.
Absence from Premises	(25)	To inform your support worker in writing and, in advance, if you expect to be absent from the Premises for any given day or night. If we do not see you for 3 days and you have not informed us of your absence, we may assume you are no longer living at the property and will take steps to end this agreement. We also reserve the right to access your flat to check on your health and wellbeing if you have not been seen by staff for this period.
Ending the Licence	(26)	To give us at least one calendar month's notice in writing when you wish to end the Licence.
Moving Out	(27)	To give us vacant possession and return the keys of the Premises at the end of the Licence.
	(28)(i)	To remove all your personal possessions and rubbish and leave the Premises. We accept no responsibility for anything left at the Premises by you at the end of the Licence and will dispose of it using the Local Authority refuse and recycling services.
	(28)(ii)	To leave our fixtures, fittings and furniture in good condition and repair so the Premises is ready for re-letting.

4.	YOUR RIGHTS	
You have the following rights:		
Right to occupy	(1)	You have the right to stay at ADDRESS without interruption or interference from us for the length of this Licence (except where you are responsible for giving access to our staff, contractors or anyone working on our behalf as described earlier in this Agreement) so long as you keep to the terms of this Agreement and have proper respect for the rights of other tenants and other persons in the neighbourhood.
Tenure	(2)	You will remain a tenant for the length of the Licence as long as you live in ADDRESS as your only or main home. So long as the Licence remains a Licence Agreement we may end it for the following reasons -You have failed to pay the Licence charge. - You have failed to comply with or have breached any of the terms of this agreement. - We require you to move out for works to be carried out or for some other management reason - In our opinion you no longer require the support or other services we provide at the premises.
Loss of Licence	(3)	We can terminate this Licence agreement by: -Giving you seven days' notice in writing for any reasons stated above in Clause 4(2) - Giving you 48 hours' notice in writing where, in addition to one of the permitted reasons applying, we are satisfied that there has been seriously disruptive or violent behaviour by you; our decision in this shall be final. - Giving you immediate notice in writing where, in addition to one of the permitted reasons applying, in our opinion your continued presence on the premises would seriously prejudice the viability of the scheme or our staff, tenants, or contractors: our decision in this shall be final. Any notice we give shall be considered served if it is given to you in person, hand delivered, emailed or posted to you at the House, or addressed to you and posted to your flat, and shall state the reason why the notice has been given.
Abandonment	(4)	Where you have been absent for a continuous period of 10 days (Unless you have previously told us that you are going to be away from ADDRESS) we will consider the circumstances and any evidence provided to determine whether you have abandoned ADDRESS and we will then serve a notice terminating the Licence.
Repairs	(5)	You must report any repair issues within 24 hours. We prioritise repairs based on how urgent they are. If a repair

		is needed because of damage caused by you or your visitors, it is your responsibility to put it right.
Right to consultation	(6)	You have the right to be consulted before we make changes to our housing management or maintenance services that are likely to have a substantial effect on you. In your support sessions you will be advised of any changes to the day to day operations and/or changes to services provided.
Right to information	(7)	You have a right to information from us about: - The terms of this Licence; - Our repairing obligations; - Our policies and procedures on tenant consultation; - How we let our homes and offer transfers and; - Our performance as a landlord.
Complaints	(8)	We will operate a procedure for dealing with complaints raised by you on any matter arising from this Licence. Details of our complaint's procedure can be found on our website. After our complaints procedure has been exhausted, if you are still not satisfied you have the right to refer the matter to the Independent Housing Ombudsman.

	Tick
I confirm that I have fully understood and accept all the terms and conditions of this Agreement.	☐
I have not given false or misleading information in order to obtain this Licence or any previous Licence with the Council.	☐
I have not failed to disclose any relevant information to the Council in order to obtain this Licence or any previous Licence.	☐
I understand that if the Council subsequently discovers that I have given false or misleading information to obtain the Licence or that I have been guilty of Licence fraud in relation to a previous Licence with the Council, I could lose my room.	☐

"Licence fraud" includes, but is not limited to:

- **not telling the truth about your circumstances which leads the Council into entering into a Licence with you,**
- **housing benefit/ universal credit or other benefit fraud,**
- **subletting your room whether for a profit or not, or**
- **Abandoning a property owing rent.**

Signed by the Licensee

……...

PRINT NAME: …….

Signed on behalf of the Council

……

PRINT NAME: ……

Date……

SCHEDULE 1: **FURNITURE SCHEDULE**

ITEM	AMOUNT	CONDITION COMMENTS
Bed	**(1)**	
Bedside Table	**( )**	
Wardrobe	**(1)**	
Chest of Drawers	**(1)**	
Dining Table	**(Shared)**	
Dining Chairs	**(Shared)**	
Cooker	**(Shared)**	
Microwave	**(Shared)**	
Fridge/Freezer	**(Shared)**	
Washing Machine	**(Shared)**	
Tumble Dryer	**(Shared)**	
Television	**(Shared)**	
Chairs	**(Shared)**	
Sofabed	**( )**	
Coffee table	**(Shared)**	
Net Curtains	**( )**	
Curtains	**( )**	
Blinds	**(1)**	
Table/reading lamp	**( )**	
Lightshades	**(1)**	
OTHER ITEMS (please list)		
Shoe rack	**(1)**	
Towels & bedding		

KEYS ISSUED	**(1)**	
Key No. or description		
Key No. or description		

I accept responsibility for the above items of furniture and understand that I will be charged the full cost for any items missing or damaged through misuse or negligence.

I understand that the Council takes no responsibility for any personal property, and that I should arrange to take out suitable insurance to cover any loses.

When I leave the accommodation, I undertake to ensure that I take all my personal belongings with me. I understand that any belongings not cleared from my room will be disposed of using the Local Authority refuse and recycling services

Signed by the Licensee

……...

PRINT NAME: …….

Signed on behalf of the Council

……

PRINT NAME: ……

Date……

SCHEDULE 2

Services Provided (clause 1(3)(i))

- Dedicated floating support worker
- Bespoke risk assessment and support plan for each tenant
- Support with life skills, such as cooking, budgeting, and managing a Licence
- Support to set up bills such as Council tax, housing benefit, TV licence
- Emotional and mental wellbeing support
- Accurate referrals and support to engage with other services such as mental health workers and substance misuse workers
- A bespoke move on plan to secure a successful move on at the end of the tenure
- Fire and safety building checks
- Regular Health and safety checks of residents
- Collection, monitoring and reporting of Rent.
- To ensure all house rules and terms of Licence are being followed.
- To provide one to one support sessions weekly with residents

SCHEDULE 3: **HOUSE RULES**

- Your flat is for your occupancy only; visitors are not permitted to stay in your room overnight.

- Incidents of aggression, intimidation or disrespect against any neighbours, member of staff or a visitor to the project will lead to warnings and potential eviction.

- Any day guest must not cause stress, harm or any other anti-social behaviour, this can result in eviction.

- Non-prescription drugs and alcohol are not permitted on site. This includes drug paraphernalia.

- Prescribed medication must be kept within your own flat. Staff must be informed of all medication needed when you move in and as and when they are prescribed.

- Your rent must be paid on time and any issues with Universal credit and/or Housing benefit must be reported to staff immediately.

- Respect the shared facilities and equipment and leave communal areas clean and tidy. Any refuse and recycling must be disposed of promptly and placed in the appropriate bins.

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- You must not give your keys to anyone else, and any lost keys will be recharged at £20 per key. Should a lock change be required, you will be recharged the full cost of a locksmith's attendance.

- Smoking is not allowed inside the flats.

- Residents must allow staff access to the flat as stated in the Licence you sign when you move in

- Residents must adhere to monthly room searches. Any prohibited items found will be confiscated and could result in the termination of your Licence.

- If you intend to spend 3 or more nights away from your flat, you must inform your support worker in writing and in advance, for health and safety reasons.

- Residents must allow contractors or any other service providers to commence and complete maintenance work as required.

- Support sessions are important, and attendance is required. If you are unable to attend, you must inform your support worker in advance and explain your reasons for non-attendance.

- Engage and utilise the support on offer. Attend key working sessions as arranged otherwise you are not using the property for its purpose, thus can lead to potential eviction.

- Incidents of violence, sexual harassment, racism or any other form of discrimination or abuse will result in your Licence being ended.

- Breaches to rules will be actioned as follows: first warning, final warning, and notice of eviction.

- When you are moving on from your flat, please ensure the flat is clean and tidy as was when you moved in, any damages caused will be chargeable to you.

Appendix B – Management Strategy

Gravesham Council Supported Housing Team

Allocation and support for residents to be housed in the Solohaus Pods at St Albans Close

1. Background

1.1 As part of Gravesham Council Investment Partnership with the Hill Partnership across the Borough, eight modular homes have been donated by Andy Hill's charitable Foundation 200 initiative.

1.2 Foundation200 is Andy Hill's personal charitable commitment to donating two hundred homes to help alleviate homelessness across the UK.

1.3 The GBC owned land at St Albans Close has been assessed as suitable for the pods being conveniently located in a residential area close to local services, transport, and employment. The current use of the area by pedestrians and dog walkers will not be compromised by the proposed scheme.

1.4 The homes are of modular construction and will be installed following the granting of planning permission, by the Hill Partnership. Once constructed the homes will be managed directly by the Council's Rough Sleeping Team.

1.5 The Rough Sleeping Team, work with individuals experiencing homelessness to address their vulnerabilities, covering issues related to substance abuse, such as drugs and alcohol, mental health challenges, and overall well-being concerns. Within the team, there is a Harm Reduction Worker dedicated to aiding clients in reducing their drug and alcohol consumption while offering guidance on mental health matters and facilitating essential referrals. Additionally, the outreach support workers assist clients in obtaining the required documents and resources, creating support and move on pathways.

2. Aims and objectives of the Solohaus Pods

2.1 The self-contained modular homes will provide high quality transitional/short term accommodation for people who require low-level support in maintaining their tenancy before transitioning into an Assured Shorthold Tenancy (AST) in the private sector or social housing. It is expected that residents of the pods will be in the accommodation for 6 months to two years.

2.2 It is expected that most of the single households who become residents of the pods will be former rough sleepers. Rough sleeping is a critical social issue that affects individuals who find themselves without stable housing and support. In many cases, these individuals may have the potential to secure a tenancy but lack the necessary transitional support to maintain it effectively. By providing a safe and supportive environment, the proposed eight single person pods seek to bridge the gap between homelessness and independent living.

2.3 Some will move from the council's 24/7 supported living accommodation into a pod when

their support need is no longer high, and others could be single homeless households with a moderate to low support need, and who do not require 24/7 supported accommodation.

2.4 The Hill Foundation 200 homes were designed in collaboration with Gravesham Council. They are designed to provide safe, suitable but manageable accommodation for people with a history of homelessness. Every aspect of the designs has been carefully considered and designed with the users in mind. This includes:

- Solid front doors
- Separate letterboxes
- Full blackout blinds
- Prepay card electricity meters (to encourage budgeting, integration with the local community, and these are widely provided by homeless charities and foodbanks)
- Fixed showerhead rather than flexible (anti-ligature)
- Solid glass shower screen
- Modern plastic sheet metro tiling (for harder wearing and less grouting issues)
- Non-slip flooring in the bathroom
- Higher level microwave oven (due to poor backs and knees)
- Separate bathroom to bedroom and a bedroom door for privacy and security.

2.5 The single person pods will offer a secure, clean, and private space for a single person, ensuring they have access to necessities such as shelter, sanitation, and personal safety. This environment will provide stability and a foundation for the individuals to focus on their personal development and growth.

2.6 The pods will be equipped with essential amenities while still encouraging occupants to take on increased responsibilities gradually, for example managing electricity and water bills and paying their rent. This approach aims to introduce a sense of autonomy and self-reliance, which is crucial for the successful integration into a stable tenancy.

2.7 While the modular homes themselves are designed for 60 years, BOPAS-accredited and intended for long-term use, they will be let to tenants on a temporary basis and each tenant will be supported until they can find a regular source of income and more permanent accommodation.

2.8 With ever increasing levels of homelessness in the Borough, the provision of single-person pods will assist in alleviating the burden the Council faces on the provision of temporary accommodation. The pods can provide temporary accommodation to those who are single and facing homelessness. This will enable the Council to concentrate on the temporary accommodation that is available to meet the needs of those who require more intensive support and for families.

3. Who will be housed in the Solohaus modules

3.1 As with all social housing allocations, homes will be let to individuals with needs appropriate to the facilities being provided. The proposed client base is therefore single individuals with a history of homelessness. Individuals will likely have low to moderate support needs. They will benefit from some private space where they can establish a measure of independence. This includes tenants of the council owned 24-hour supported accommodation that require step-down accommodation before moving into fully independent accommodation.

3.2 Each tenant of the Solohaus will have been referred by the Rough Sleeping Team. Every tenant will have a support plan and risk assessment completed before being granted a tenancy. These assessments will be reviewed if necessary, during their stay.

3.3 Homeless clients can have a variety of support levels. We have broken this down to 4 different categories according to support any individual would require sustaining accommodation;

- **Low:** able to maintain shared or self-contained accommodation independently with minimal/no support.
- **Moderate:** able to maintain shared or self-contained accommodation with some support.
- **Significant**: unlikely to be able to maintain shared accommodation. Able to maintain a license in supported accommodation or self-contained accommodation with regular support.
- **Complex**: Likely to need intensive support to manage their accommodation. Likely to have a history of failed hostels stays.

Individuals tentatively earmarked for the Solohaus will be drawn from the low and moderate support level categories. Care will need to be taken to ensure there is a balance from each category on the site as a whole. No one with complex needs will be housed in the Solohaus.

3.4 A 'typical' Solohaus tenant is likely to be an individual who has made significant progress in the 24-hour supported accommodation and who requires 'step-down' accommodation before moving into completely independent accommodation.

3.5 Very often they will have been living in the Council's 24-hour supported accommodation or temporary accommodation. This scheme will therefore free up much needed supported accommodation for those with more complex needs.

3.6 A modular homes tenancy, and the responsibilities that go with that tenancy, will have been discussed and agreed with them, and to live in a modular home will be a choice that they have freely made by them. Should the tenant have had non-housing-related difficulties such as mental health or substance abuse problems, they will be well on their way to addressing these and have been stable for a considerable period. Some prospective tenants will already be working, in training or volunteering and, of the rest, most will be on their way to returning to employment or some other useful daytime activity. Via the hostel system and the charities supporting them, the tenants will still be able to access the community in which they've been living.

4. Role of the Rough Sleeping Team

4.1 The Rough Sleeping team manager will be managing the modular homes to ensure that only those who meet the requirements are accommodated in the modular homes.

4.2 The homes will be delivered fully fitted with everything from crockery to furniture included. Once installed on site, the ownership and keys will then be passed to the Rough Sleeping Partnership Manager.

4.3 The Rough Sleeping Partnership Manager will work alongside the legal department to ensure the appropriate license agreements are ready for the tenants to sign up.

4.4 Hill will carry out repairs necessitated by construction defects for 12 months. Day to day repairs and cleanliness will be the responsibility of Gravesham Council. Following the initial 12 months Gravesham council will have full responsibility for repairs.

4.5 The Rough Sleeping Team will actively work with residents to provide support to ensure that this is transitional accommodation and that individuals are encouraged to progress to more permanent accommodation.

5. Further support and safeguarding

5.1 Solohaus homes will not be offered to anyone requiring intensive support. It is important however that robust support measures are provided to ensure the successful integration of the residents within their new communities and that the residents progress to independent living. With this in mind, the modular housing schemes will be operated based on the following management arrangement:

Tenant selection process

5.2 This process aims to achieve a good fit between the individual and their new home, and between that individual and the wider development. This will encourage each development to function as a 'micro neighbourhood' of the kind shown to develop in squares, cul-de-sacs and other small areas with a recognisable identity and a sense of 'defensible' space.

5.3 The Rough Sleeping Partnership Manager will agree who should be offered a tenancy from referrals completed by the team. The tenancy will be a license agreement offered for an initial period of six months with an option to extend.

5.4 The duration of any tenancy will be decided jointly with the manager and the support workers working directly with the clients on a case-by-case basis considering, among other things, how well the tenancy is performing and the availability of move-on options.

Day to day Management

5.5 Breach of tenancy agreements such as allowing non residents to 'sleep over', excessive noise and nuisance for example will lead to the Council ending that tenancy following appropriate warnings. This is an easier process as residents will have a non-secure license agreement.

5.6 Rent levels will be determined by the council with regard to its rent-setting policy up to the current local housing allowance (LHA) for 1-bedroom accommodation (presently £172.60 per week). The rough sleeping team will have responsibility for the tenancy management

responsibilities including rent collection, arrears management, repairs, and low-level anti-social behaviour.

Secure scheme design

5.7 The modular homes will be situated and physically laid out to foster a sense of community while providing a secure private space for each resident.

5.8 The individual modular homes are robust and secure, weighing in at 9.5 tons. With steel frame construction, solid walls and aluminium doors and windows, they are designed to high standards and are capable of being relocated (if needed) numerous times during their 60-year lifespan. They have acoustic insulation exceeding the standard set by Part E of Building Regulations and robust, non-combustible external materials, anticipating the new Part L Fire requirements. The BOPAS accreditation also enables the receiver of the homes to apply for housing grant and/or use the homes for securing further loans.

Tailored support program

5.9 The type of support provided will vary from individual to individual and will be decided in consultation with the tenant in advance of the offer. The level of support will likely vary over the tenancy period but will be high and direct at first, ensuring the best transitional experience as utilities are set up, benefits are claimed, and anxieties are understood and resolved. Over time the need for direct support is likely to level off but this will be under continual review. Support can be increased if and as required and will be available throughout the tenancy.

Modular homes support worker

5.10 The needs of the worker will vary over time and support may vary from 2 hours to 6 hours per week. This will consist of face-to-face and telephone contact, arranging to visit each person in their home. The support worker will assist the client with completing necessary changes of address for their benefit claims, settling them into their modular home, creating a support plan and move on plan.

5.11 Gravesham Council takes its responsibility for homelessness very seriously. It is worth noting that the Rough Sleeping Initiative has been successful in gaining further funding for 1 part-time support worker to help move-on clients off the street and into accommodation. They will be working in partnership with other support accommodation providers and the tenants moving into the modular homes to have them settled into the property and provide on-going support.

Conclusion

The Solohaus pods were donated to Gravesham by the Hill Partnership to assist with alleviating homelessness in the Borough. The location where the pods will be sited is owned by the Council and offers a sustainable location close to the existing support services that the residents may require. They will provide safe independent living with support for the eight residents. The residents will all be single households who have experienced homelessness and likely rough

sleeping. The homes are transitional between supported housing and independent living. Tenancies will be on a license arrangement reflecting the requirement that residents develop the skills to find longer term accommodation in the private rented or social housing secto