

CABINET
Supplementary Agenda

Date Monday 23rd March 2026

Time 6.00 pm

Venue JR Clynes Building, Council Chamber, Cultural Quarter, Greaves Street,
Oldham, OL1 1AL

Membership of the CABINET
Councillors M Ali, Brownridge, Dean, Goodwin, F Hussain, Jabbar,
Mushtaq, Shah (Chair) and Taylor

Item No

- 30a Greater Manchester Empty Homes and Leasing Programme - Acceptance of Funding (Pages 3 - 26)
- 30b Local Authority Housing Fund (LAHF) - Acceptance of Funding (Pages 27 - 50)
- 30c Acceptance of 2026/27 GMCA Community Safety Partnership, Voluntary and Community Sector, Hate Crime, GM Violence Reduction and Cohesion Grants (Pages 51 - 56)

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Report to CABINET

Greater Manchester Empty Homes and Leasing Programme – Acceptance of Funding

Portfolio Holder:

Cllr E Taylor – Cabinet Member for Housing and Licensing

Officer Contact: Neil Consterdine - Director of Communities

Report Author: Simon Shuttleworth – Service Manager - Strategic Housing Recovery

23rd March 2026

Reason for Decision

GMCA have allocated funding for local authorities with GM to deliver a programme bringing empty properties back into use, as part of wider plans to ensure appropriate quality housing for those in temporary accommodation (TA), as well as reducing the finance impact on councils of providing TA.

Proposals have been put forward for a three year scheme. In the meantime, Oldham Council has been given an allocation of £483,727 for 2026/27, comprising:

- £113,902 revenue funding, in order to employ 2 FTE staff, and
- £369,825 capital funding, to fund a range of measures to bring empty properties back into use

This report is presented under Rule 13 of the Council's Constitution, with the Chair of the Place, Economic Growth and Environment Scrutiny Board having approved it being submitted without having been on the forward plan, due to the date of receipt of funding confirmation.

Recommendations

It is recommended that Cabinet:

- Approves acceptance of the £483,727 grant from GMCA
- Delegates authority to the Deputy Chief Exec (Place) and Cabinet Member for Neighbourhoods for:
 - Approval of preferred model(s) to achieve delivery of expected outcomes

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- Approval of any necessary procurement exercises, to enable delivery of this scheme
 - Delegates authority to the Borough Solicitor or their nominee to formalise any necessary legal requirements including signing and/or sealing any documentation required to give effect to the recommendations and/or delegations in this report.
 - Delegates authority to the Deputy Chief Exec (Place) or their nominee to approve the appointment of external legal advisors, as required, to protect the Council's interests and give effect to the recommendations in this report.

LGM Empty Homes and Leasing Programme – Acceptance of funding.**1 Background**

- 1.1 Oldham Council have been allocated £483,727 from GMCA, to initiate a new approach to bringing empty properties back into use in Oldham. While some authorities already have an Empty Homes Team, Oldham does not currently have this provision.

The funding is split as follows:

- £113,902 revenue funding, in order to employ 2 FTE staff, and
- £369,825 capital funding, to fund a range of measures to bring empty properties back into use

It is anticipated that the funding should enable a minimum of 20 empty homes within the Borough to be brought back into use, as temporary and/or settled accommodation for families who would otherwise be in less suitable TA.

- 1.2 A grant agreement (contained at Appendix 1) was issued by GMCA on 17th March 2026. To secure the grant, the agreement needs signing, and a grant claim submitting no later than 30th June 2026. In practice, the need to recruit staff and initiate the programme means that it will be critical to accept this funding as soon as possible, in order to meet expected outputs.

2 Empty Homes

- 2.1 As with many authorities across the country, Oldham saw a substantial increase in the numbers of households presenting as homeless over the past decade. While significant strides have been made in reducing the numbers of households in temporary accommodation (currently around 500, down from a peak of over 700), there is still much that work to be done to reduce this further.

- 2.2 As a Council, we have in place a multi-faceted plan, starting from continuing our focus on prevention of homelessness, and including work to help families already in this situation to move on to more permanent housing as soon as possible. Alongside the vital work to bring forward more development of social and affordable housing over the coming years, we also have a programme of schemes aimed at helping to access better quality and less costly temporary accommodation.

- 2.3 One approach that we do not currently have in Oldham is based around identifying empty properties and working to bring them back into use. There are currently estimated to be around 880 empty residential properties in Oldham, with over half of these empty for 12 months or more. These properties are not just a missed opportunity in terms of meeting our housing needs – if not properly maintained,

they can often also result in a negative impact on our communities.

- 2.4 Bringing such properties back into use can be a complex issue, often involving significant investigative work, in order to ascertain ownership, make contact with the owner, and support them to identify the best way to bring their property up to standard and being lived in. In some cases, this can be done with little cost other than officer time. However, in others, financial intervention is required in order to make the property fit for purpose again. Either way, good practice from elsewhere confirms that little can be achieved without dedicated officer capacity.
- 2.5 Oldham does not currently have an approach around bringing empty homes back into use. However, along with authorities across GM, we have been working closely with GMCA colleagues around a variety of opportunities in relation to addressing our homelessness challenges, and empty homes has been a key area of focus.
- 2.6 GMCA has now agreed to offer grant funding for Councils set up or expand empty homes teams. Further proposals are going forward to provide funding for the next three years. In the first instance, a grant agreement has been received for funding for 2026/27. Oldham has been offered an allocation of £483,727, comprising:
- £113,902 revenue funding, in order to employ 2 FTE staff, and
 - £369,825 capital funding, to fund a range of measures to bring empty properties back into use
- 2.7 This opportunity would allow us to bring together a small team, who would work with colleagues across the organisation and wider partners, to start to tackle empty homes across the Borough.
- 2.8 The capital funding would allow for a number of possible interventions to bring properties to the appropriate standard, in return for an agreement for them to be used to support our housing needs for a defined period of time. A toolkit of potential interventions and delivery models will be established, building on best practice from other authorities, and supported by a peer learning group, to be facilitated by GMCA.

3. Options/Alternatives

Option 1 – Complete the grant agreement and accept grant monies

Under this option, the Council would receive an initial £483,727 to set up a team and work to bring empty homes in the Borough back into use, to support our housing challenge. It is expected that this will be followed by subsequent funding for years two and three (subject to agreement at GMCA on 27th March)

Option 2 - Decline grant

The Council could decline to accept the GMCA grant and not take part in the scheme. By not completing the agreement, no grant would be paid to the Council, and we would not be able to instigate the proposed approach.

4 Preferred Option

4.1 Option 1 is the preferred option for the reasons outlined above.

5 Consultation

5.1 The Cabinet Member for Decent Homes has been consulted and is supportive.

6 Financial Implications

6.1 Capital Implications

6.1.1 The £370k grant funding available for bringing empty homes back into use will need to be used to support capital expenditure and be spent in line with the provisions of the Funding Agreement with the Combined Authority.

(James Postle)

6.2 Revenue Implications

6.2.1 By completing the grant acceptance and accepting the grant monies the Council will increase their revenue finance resources by £113,902. This is the preferred option.

(John Hoskins)

7 Legal Implications

7.1 Section 1 of the Localism Act 2011 provides Local Authorities with a general power of competence, enabling them to do anything that an individual may do, subject to any statutory limitations, for the benefit of the authority, its area, or persons resident or present in that area.

7.2 The Council must be satisfied that it can meet all objectives, terms and conditions, and funding milestones imposed by GMCA or any other funding authority. This includes any obligations to provide match funding (where applicable), to maintain appropriate monitoring arrangements, to retain all necessary records, and to submit any required claims or returns within specified timescales. Client Officers must ensure that the terms of this funding agreement do not conflict with existing obligations or conditions from other funding streams.

7.3 Legal Services will be available to advise on Subsidy Control requirements, including completing any necessary analysis to ensure compliance with relevant legislation and regulatory frameworks. Such advice may also be required throughout the delivery of the schemes to mitigate legal risk and support lawful implementation.

7.4 Any property transactions or acquisitions undertaken as part of the scheme must comply with the Council's Land and Property Protocol and all applicable land and property law. Depending on the complexity of the transaction, specialist advice from the Council's Property legal team may be required to ensure compliance and to safeguard the Council's interests. Any works, services, or professional appointments procured to support the scheme must comply with the Council's Contract Procedure Rules, and the Council's Financial Procedure Rules must be adhered to at all times.

8 **Equality Impact, including implications for Children and Young People**

8.1 N/A

9 **Key Decision**

9.1 Yes

10 **Key Decision Reference**

11.1

12 **Background Papers**

12.1 The following is a list of background papers on which this report is based in accordance with the requirements of Section 100(1) of the Local Government Act 1972. It does not include documents which would disclose exempt or confidential information as defined by the Act :

13 **Appendices**

13.1 Memorandum of Understanding

Dated

2026

GREATER MANCHESTER COMBINED AUTHORITY

AND

OLDHAM BOROUGH COUNCIL

**FUNDING AGREEMENT FOR GREATER MANCHESTER EMPTY HOMES AND LEASING
PROGRAMME 2026-27**

GMCA 1854

THIS AGREEMENT is made the _____ day of _____ 2026

BETWEEN

(1) **GREATER MANCHESTER COMBINED AUTHORITY** of First Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU (the "**GMCA**")

and

(2) **OLDHAM BOROUGH COUNCIL** whose principal address is The Civic Centre, Oldham Council, West Street, Oldham OL1 1UL (the "**COUNCIL**")

each a "**Party**" and together "**the Parties**".

WHEREAS

- A. The GMCA is the combined authority for the GM Area. The Recipient is one of the ten local authorities within the GM Area (the "**GM LAs**") who are the "constituent councils" of the GMCA. The ten GM LAs, together with the Mayor of Greater Manchester and the Deputy Mayor of Greater Manchester, constitute the Members of the GMCA.
- B. The Greater Manchester Combined Authority (Functions and Amendment) Order 2017 provides that the GMCA (in relation to the GM Area), has the function under section 31 of the Local Government Act 2003 to be able to pay grant to any GM LA towards expenditure incurred or to be incurred by such GM LA.
- C. At its meeting on 28 November 2025 the GMCA approved the recommendations set out in a report entitled "Housing First: Tackling the supply of temporary accommodation through GM Empty Homes and Leasing Programme" (the "**GM EHLP Report**"). Under the GM Empty Homes and Leasing Programme (the "**GM EHLP**") the GMCA will make GMCA Core Grant funding available to the ten GM LAs for use by the ten GM LAs as part of their activities to meet their statutory duty to provide temporary accommodation under the Housing Act 1996 (sections 188, 190, and 193) (the "**GM LA TA Responsibilities**"). Pursuant to the GMCA's functions under section 31 of the Local Government Act 2003, and in accordance with the recommendations of the GM EHLP Report, the GMCA has agreed to provide the Council with GMCA Core Grant funding of up to £483,727 (the "**Funding Amount**") which is to be used by the Council to deliver the GM Empty Homes and Leasing Programme in the Council's LA area (the "**Programme**") as detailed at Schedule 1 to this Agreement (the "**Purpose**").
- D. This Agreement sets out the terms and conditions on which the Funding is made by the GMCA to the Council, and these terms and conditions are intended to ensure that the Funding is used for the delivery of the Purpose for which it has been provided.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 This Funding Agreement (the "**Agreement**") consists of these terms and conditions and the Schedules hereto.

1.2 In this Agreement:

Claims Deadline means 30 June 2026 being the latest date on which the Council can submit a Grant Claim to the GMCA.

Commencement Date means the 1 April 2026.

Council Empty Homes and Leasing Programme (Council EHLP) means the Council EHLP which is to be delivered by the Council, and which is described in outline at Schedule 1. The Council EHLP may be amended by written agreement between the Parties at any time.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a Party.

Data Sharing Agreement means a separate data sharing agreement which will be entered into between the Parties where any Personal Data is to be shared under this Funding Agreement.

Eligible Expenditure means the costs incurred by the Council in the delivery of the Council EHLP.

EIR means the Environmental Information Regulations 2004.

End Date means the 31 March 2027.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Funding means the GMCA Core Grant funding payable by the GMCA to the Council under the terms of this Agreement, which shall not exceed the Funding Amount.

Funding Amount is the maximum sum of £483,727 (four hundred and eighty-three thousand, seven hundred and twenty-seven Pounds).

Funding Period means the period from the Commencement Date to the End Date.

GM Empty Homes and Leasing Programme (GM EHLP) means the programme described in the GM EHLP Report.

GM EHLP Report means the report presented at the GMCA meeting on 28 November 2025 entitled "Housing First: Tackling the supply of temporary accommodation through GM Empty Homes and Leasing Programme".

GM LA TA Responsibilities means the statutory duty of each of the 10 GM LAs to provide temporary accommodation under the Housing Act 1996 (sections 188, 190, and 193).

Grant Claim means the payment request submitted by the Recipient to the GMCA for payment of the Funding. The Grant Claim will take the form of an invoice matched to a Purchase Order (PO) raised by the GMCA, which will be provided once this Agreement has been formally completed.

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Council or its Representatives in relation to the Council EHLF during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Law or Legislation means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, or judgment of a relevant court of law.

Monitoring Information means the information which the Council is to provide to the GMCA in respect of the delivery of the Council EHLF (including achievement of the Outputs and Outcomes) which is detailed in the GMCA's template **Monitoring Information Form** attached at Schedule 3. Where the Monitoring Information includes any Personal Data the Parties will enter into a separate Data Sharing Agreement in relation to the processing of this Personal Data.

Outcomes and Outputs means the outcomes and outputs which the Council aims to achieve through the delivery of the Council EHLF and which are set out at Schedule 1. The Outcomes and Outputs may be amended by written agreement between the Parties at any time.

Payment Schedule means Schedule 2.

Purpose means the provision of the Council EHLF as outlined at Schedule 1.

Reporting End Date means the 31 March 2028.

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisers and consultants.

Request for Information means a request for information made under the EIR or FOIA relating to this Agreement and/or the delivery of the Council EHLF.

Specification Document means the description of the GM EHLF which is included at Schedule 1.

State Aid Law means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom.

Subsidy means a financial benefit which is subject to the Subsidy Control Rules or the Subsidy Control Act.

Subsidy Control Act means the Subsidy Control Act 2022 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Subsidy Control Law: means the Subsidy Control Rules and the Subsidy Control Act.

Subsidy Control Rules means State Aid Law, Articles 363 to 375 of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, Article 2 of the World Trade Organisation Agreement on Trade-Related Investment Measures and any and all applicable subsidy control rules under any current Free Trade Agreements between the United Kingdom and another state.

Trade and Cooperation Agreement: means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any future relationship agreement).

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

Working Day means Monday to Friday, excluding any public holiday in England and Wales.

- 1.3 References to any statute or sub-ordinate legislation in this Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.
- 1.4 Whenever required by the context the singular includes the plural and vice versa and words importing one gender shall include all other genders.
- 1.5 Reference to a clause is a reference to a clause in this Agreement.
- 1.6 The headings in this Agreement are for ease of reference only.

2. Funding Offer and Capacity

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue in full force and effect until the End Date. The Council's obligations to provide the Monitoring Information will continue until the Reporting End Date.
- 2.2 The GMCA does not commit to renew or continue financial support to the Council in respect of the Council EHLP beyond the End Date.
- 2.3 Subject to the Council complying with the terms and conditions set out in this Agreement, the GMCA shall pay the Funding to the Council for the Purpose of the delivery of the Council EHLP.

- 2.4 The Council acknowledges that the GMCA agrees to provide the Funding to the Council for the amount agreed in this Agreement. The Council shall be responsible for funding any shortfall if the cost of the delivery of the Council EHLP exceeds the Funding Amount for any reason.
- 2.5 Following receipt by the GMCA of a Grant Claim (invoice) from the Council, including any and all information as the GMCA may reasonably require to demonstrate that the Council is claiming Eligible Expenditure, the Funding shall be paid by the GMCA to the Council by way of a single instalment as set out in the Payment Schedule.
- 2.6 This Funding is conditional upon the Council satisfying the GMCA that:
- (a) The Council is able and willing to deliver the Council EHLP in accordance with Schedule 1 and the attach Specification document;
 - (b) The Council has undertaken any risk assessments, health and safety assessments or similar as required by Law which are required for the delivery of the Council EHLP;
 - (c) The Council holds appropriate insurance in respect of the Council EHLP.

3. Purpose and Extent of the Funding and Collaborative Approach

- 3.1 The Council shall use the Funding only for the Purpose of the delivery of the Council EHLP, and in accordance with this Agreement or as approved in writing by the GMCA. The Council shall not use the Funding for any other purpose.
- 3.2 The Council recognises and acknowledges that the Council EHLP forms part of the wider GM EHLP and the Council will collaborate with the GMCA and the other GM LAs to share learning and best practice derived from the Council's delivery of the Council EHLP.

4. Payment of the Funding

- 4.1 In order for any payment of the Funding to be released, the Council is required to:
- (a) have signed and returned a copy of this Agreement to the GMCA, and
 - (b) have provided bank details to the GMCA, and
 - (c) be in compliance with the terms and conditions of this Agreement.
- 4.2 The GMCA will pay the Funding to the Council in accordance with the Payment Schedule upon receipt of a Grant Claim from the Council, including any and all information as the GMCA may reasonably require to demonstrate that the Council is claiming Eligible Expenditure.
- 4.3 The GMCA reserves the right to withhold payment of the Funding if the GMCA has reasonably requested information/documentation from the Council to demonstrate that the Council is claiming Eligible Expenditure and this has not been received by the GMCA in the timescales reasonably required.

5. Managing the Funding

5.1 At the end of the Funding Period, any unspent monies from the Funding remaining must be notified to the GMCA and must be returned to the GMCA no later than one month from the end of the Funding Period, unless the GMCA agrees otherwise.

5.2 If an overpayment of the Funding amount has been made by the GMCA to the Council, the Council shall return such overspend to the GMCA promptly.

6. Monitoring Information and Records to be Kept

6.1 The Council must provide the GMCA with completed Monitoring Information Forms in respect of the Council EHLP in accordance with Schedule 3.

6.2 The GMCA reserves the right to require the Council to provide the GMCA with any information in respect of the Council EHLP that the GMCA may reasonably require in respect of the Council EHLP.

6.3 The Council must keep a record of the Council EHLP (including original invoices, receipts, and any other relevant documentation, whether in writing or electronic form) for a period of six (6) years from the end of the Funding Period and provide a copy to the GMCA on request.

7. Lawful Conduct and Activities Funded by the Funding

7.1 The Council must ensure that it complies with any and all applicable Law and regulations in relation to the Council EHLP and the Funding.

7.2 The Funding must not be used for any activity which is party-political in intention, use, or presentation, or be used to support or promote religious activity.

8. Breach of Funding Terms

8.1 If the Council fails to comply with any of the terms set out in this Agreement, or if any of the events referred to in clauses 8.2 occur, then without prejudice to any other rights or remedies of the GMCA under this Agreement, the GMCA, acting reasonably, may reduce, suspend, or withhold Funding payments, or require all or any part of the Funding to be repaid.

8.2 The events referred to in Clause 8.1 are as follows:

(a) the Council uses the Funding for purposes other than the delivery of the Council EHLP (and such usage has not been approved by the GMCA, acting reasonably);
or

(b) the Council, in the reasonable opinion of the GMCA, takes inadequate measures to investigate and resolve any reported serious issue or irregularity in respect of the delivery of the Council EHLP; or

(c) the GMCA is of the reasonable opinion that the Council has refused or otherwise failed to offer or provide the Council EHLP in accordance with Schedule 1 without adequate grounds to do so;

(d) the Council has not commenced delivery of the Council EHLP by 31 September 2026;

- (e) the delivery of the Council EHLP breaks down prior to the End Date and the Parties, acting reasonably, are unable to agree to a revised Council EHLP; or
 - (f) the Council obtains or has obtained the same funding from a third Party for the same Purpose; or
 - (g) a court, tribunal or independent body or authority of competent jurisdiction requires any Funding paid to be recovered by reason of breach of any Subsidy Control Law;
 - (h) the Council knowingly provides the GMCA with any misleading or inaccurate information in relation to the Funding or the Council EHLP.
- 8.3 Upon becoming aware of a breach, potential breach or other serious cause for concern relating to this Agreement, the GMCA will notify the Council of the same in writing. The Council must act within 30 days (or such other period as the GMCA specifies in writing) to address the GMCA's concerns or rectify a breach if possible. The Council may consult the GMCA or agree with it an action plan for resolving the issue(s). The Parties will work together in a spirit of collaboration to resolve any breach, potential breach or other serious cause for concern relating to this Agreement. If the GMCA, acting reasonably, is not satisfied with steps taken by the Council to address its concern or rectify the breach, the GMCA may take steps to withhold or suspend the further payment of Funding, or to recover Funding already paid in accordance with clause 8.1.
- 8.4 Where the GMCA, acting reasonably, requires all or any part of the Funding to be repaid, the GMCA, shall inform the Council in writing of the amount of the repayment owed and a repayment plan shall be agreed between the GMCA and the Council, both acting reasonably. In the event that the Parties fail to agree a repayment plan the dispute will be referred for resolution under clause 12.2.

9. Termination of this Agreement

- 9.1 The GMCA may terminate this Agreement forthwith by serving a written notice on the Council if:
- (a) the Council has knowingly made any false, incorrect or misleading statement in order to obtain this Funding or has been involved in any illegal activity or improper act in its administration; or
 - (b) the Council commits a material breach of any of its obligations under this Agreement and, in the case of a breach which is capable of remedy, fails to remedy the same, as set out at clause 8 above. For the avoidance of doubt a material breach shall include, inter alia, not using the Funding for the delivery of the Programme.
- 9.2 Where termination of this Agreement pursuant to clause 9.1 above applies the GMCA shall cease to be under any obligation for payment of the Funding if not already paid. If the Funding has already been paid the GMCA, acting reasonably, may require the Council to repay all or any part of the Funding, which has not already been spent by the Council on Eligible Expenditure.
- 9.3 The Council must repay any amount reasonably required by the GMCA to be repaid under this clause 9 within 30 days of receiving the demand for repayment. Any termination of this Agreement will be without prejudice to any other rights or remedies

of the Parties under this Agreement or at law and will not affect any accrued rights or liabilities of the Parties at the date of termination.

- 9.4 Nothing in this Agreement shall affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Agreement.

10. Liability

- 10.1 The GMCA accepts no liability to the Council or to any third Party for any costs, claims, damage or losses in connection with the Funding or the delivery of the Council EHLP, however they are incurred (except to the extent that they arise from personal injury or death which is caused by the GMCA's negligence which cannot be excluded by law or for any breach of applicable law by GMCA).
- 10.2 For the avoidance of doubt, the GMCA accepts no liability for any consequences, whether direct or indirect, to the Council arising as result of the Council's delivery of the Council EHLP (either where the Council EHLP is delivered directly by the Council or where the Council makes arrangements for the Council EHLP to be delivered on its behalf by a third party).

11 Confidentiality and Intellectual Property

- 11.1 For the purposes of this clause:

- (a) **"Confidential Information"** means information of a confidential nature, including but not limited to information relating to the operations, plans, intentions, know-how, copyright and other intellectual property rights, software, market opportunities, strategies, customers and potential customers, competitors and potential customers, business and/or financial affairs of the Parties,
- (b) **"Disclosing Party"** means the Party disclosing Confidential Information, and
- (c) **"Receiving Party"** means the Party receiving Confidential Information.

- 11.2 Each Party agrees to keep Confidential Information disclosed to it by the other Party strictly confidential and not to use any such Confidential Information for any purpose other than for purposes directly related to the provision of the Funding. The Receiving Party will restrict access to Confidential Information of the Disclosing Party to such of its employees as need to know the same for the purposes set out in this clause and will not disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party and, in the event that such disclosure is permitted, the Receiving Party will procure that such third party agrees to be bound by the terms of this clause in relation to such Confidential Information. The requirements of this clause will not apply to the disclosure of information which:

- (a) at the time of disclosure is in the public domain in the form supplied otherwise than through a breach of this Agreement, or
- (b) was lawfully within the possession of the Receiving Party prior to its disclosure by the Disclosing Party Provided that the source of such information was not bound by obligations of confidentiality in respect of such information, or
- (c) the Receiving Party is required to disclose by law and/or any court of competent jurisdiction or any governmental or regulatory body.

11.3 The Parties acknowledge that damages may not be an adequate remedy in respect of a breach of this clause and that equitable reliefs including injunctions and orders for specific performance may be appropriate for the enforcement of this clause.

11.4 Intellectual Property

11.4.1 Intellectual Property in all IPR Material will be the property of the Council.

11.4.2 The Council grants to the GMCA a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material and IPR therein for the purpose of supporting the Council EHLP, the GM EHLP and other projects.

11.4.3 Ownership of third-party software or other IPR necessary to deliver the Council EHLP will remain with the relevant third party.

11.4.4 The Council must ensure that, where applicable, they have obtained the relevant agreement from the third-party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any third-party software and other IPR. The Council will be responsible for obtaining and maintaining all appropriate licences to use the third-party software.

12. DISPUTE RESOLUTION

12.1 The GMCA and the Council will use all reasonable endeavours to resolve any issues arising in respect of this Agreement informally and to avoid formal disputes.

12.2 Where a formal dispute arises between the Parties in respect of this Agreement, it will be referred in the first instance to the GMCA's Joseph Donohue, Strategic Lead – Homelessness and Migration and to the Council's Lead Homelessness Officer who will each act reasonably in seeking to resolve the dispute.

13. VAT

The Funding is believed to be outside the scope of VAT (Value Added Tax) but if any VAT shall become chargeable in respect of the Funding the Funding shall be inclusive of any irrecoverable VAT and exclusive of recoverable VAT.

14. General Provisions

14.1 This Agreement sets out the entire agreement between the Parties and replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing.

14.2 Any amendments to this Agreement shall only be valid if they are in writing and signed by an authorised representative of both Parties.

14.3 This Agreement is personal to the Council, and the Council shall not assign or otherwise deal with the benefit of this Agreement.

14.4 No person who is not a Party to this Agreement shall have the right to enforce any its terms under the Contracts (Rights of Third Parties) Act 1999.

- 14.5 This Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.
- 14.6 The Parties agree that the terms of this Agreement shall remain confidential between themselves and their representatives and shall not be disclosed to any third Party save as required by law.
- 14.7 Failure by the GMCA or the Council at any time to enforce the provisions of this Agreement shall not be construed as a waiver or any such provision and shall not affect the validity of this Agreement or any part thereof or the right of the GMCA or the Council to enforce any provision in accordance with its terms.
- 14.8 Any notice which is to be given by either Party to the other shall be in writing, sent to the address listed above and served on the recipient personally by hand delivery or sent by first class recorded delivery post or by special delivery post. The notice shall be deemed to have been served on the day of delivery if delivered by hand or 2 (two) Working Days after the day on which it was posted. Either Party may change its address for service by serving a notice in accordance with this clause.
- 14.9 This Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Agreement by electronic transmission, including copies of the executed signature pages via PDF, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Agreement by all Parties.
- 14.10 This Agreement may be signed by any Party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such Party's intention to be bound by this Agreement as if signed by each Party's manuscript signature.

14. Subsidy Control

- 14.1 The Council will ensure that delivery of the Council EHLP does not put the GMCA or the Council in breach of Subsidy Control Law.
- 14.2 The Council will maintain appropriate records of compliance with Subsidy Control Law and will take all reasonable steps to assist the GMCA to comply with the same and respond to any proceedings or investigation(s) into the Funding and/or the Council EHLP by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 14.3 The Council acknowledges and accepts that the Funding is being awarded on the basis that the activities which the Council EHLP will deliver and which are being undertaken using the Funding are GM LA TA Responsibilities and are and will remain non-economic activities. The Council shall ensure that measures are taken (where necessary) and maintained to ensure that the Funding is not used to cross-subsidise any economic activity of the Council.
- 14.4 Where the Council transfers any part of the Funding onto any third party who is to deliver any part of the Council EHLP, the Council acknowledges and accepts that it is for the Council to ensure that this transfer of Funding complies with Subsidy Control Law.

15. DATA PROTECTION AND FREEDOM OF INFORMATION

- 15.1 The Parties shall comply with all requirements of Data Protection Legislation, the EIR and FOIA, and will not knowingly do anything or permit anything to be done which might lead to a breach by the other party of Data Protection Legislation, and/or the EIR and/or FOIA.
- 15.2 Where any Personal Data is required to be shared under this Agreement in relation to the Council EHLP the Parties shall enter into a Data Sharing Agreement in relation to any such Personal Data shared.
- 15.3 It is acknowledged that the Parties are both subject to the requirements of the EIR and FOIA and each Party shall assist and cooperate with any Party in receipt of a Request for Information relating to this Agreement and/or the delivery of the Council EHLP (at the receiving Party's expense where applicable) to enable the receiving Party to comply with their Information disclosure requirements.

SCHEDULE 1

OVERVIEW OF THE PROGRAMME

1. The GMCA is making the funding available to the 10 GM LAs for the delivery of the **GM EHLP** as outlined in the **GM EHLP Report** and the **TA-EH & L Specification-V1** document. The GM HELP funding is split into two parts, firstly to enable each Council to employ empty Homes Officers to either enhance an existing empty home function or to establish one within the council. The Empty Homes officers will utilise council held data to contact and target the owner of homes that have been empty over 6 months aiming to sign post and encourage the owners to bring those properties back into use. The second part of the funding is to bring these empty homes back into use via a repairs and leasing approach that incentivises the owners and to secure those funded properties for Temporary Accommodation. These properties will provide an additional TA portfolio for council use, with a secondary aim of helping the GM LA to improve the quality and affordability of it this locally available TA offer.
2. The Council is being provided £113,902 of the Funding (the “**Revenue Funding**”) to cover the costs of employing 2 FTE staff during the Funding Period who will work as Empty Homes Officers for the Council and who will identify empty homes within the Council’s LA Area and support owners to bring them back into use.
3. The Council will use £369,825 of the Funding (the “**Capital Funding**”) to deliver the “Lease and Repair” element of the GM EHLP across the Council’s LA Area. The Capital Funding will be used by the Council to cover costs of bringing empty homes into use as temporary and/or settled accommodation for families who would otherwise be in unsuitable temporary accommodation (the “**EHLP Use**”). The costs which the Council can fund using the Capital Funding include repairs, refurbishment, lease costs and other incentives (not an exhaustive list). The GMCA and the Council anticipate that over the Funding Period the Capital Funding will enable a minimum of 20 empty homes within the Council’s LA Area to be brought into **EHLP Use**. These units will then be available for **EHLP Use** for a minimum period that will be at the council’s discretion to decide and to legal agree with the property owner. However, the GMCA expects the LA to consider the total funds provided to bring these properties back into use, the ongoing costs to the LA of these properties (Lease payment, repairs, etc) and the recoverability of those costs via HB subsidies, when deciding on the minimum period the property will be accessed for TA. The GMCA has agreed that the Council may use the Capital Funding in whatever way the Council considers to be most effective (which may include the Council using the Capital Funding to make grants to Registered Housing Providers or private landlords). Where the Council is using Capital Funding to make grants to third parties, the Council will ensure that it complies with Subsidy Control Law.
4. The GMCA will collect data on the number, types of accommodation and the legal mechanism used to secure the formally empty homes for use as TA, as well as the amount of funding provide to the owner / landlord of each property. In order to understand and demonstrate the ‘value for money’ of this proposed approach the GMCA will also be collecting information about the households housed in these properties and their previous

accommodation before becoming a tenant in one of the properties accessed via this funding.

For a more detailed description of the programme see the **TA-EH & L Specification-V1** document.



TA-EH & L
Specification-V1.docx

SCHEDULE 2

PAYMENT SCHEDULE

The GMCA agrees to pay the Council the Funding of £483,727 by way of single payment following completion of this Agreement, the provision of a Purchase Order (PO) by the GMCA and within 20 working days following receipt by the GMCA of the Council's Grant Claim (e.g. an invoice matching and quoting the PO) and documentation listed at Clause 4 of this Agreement.

SCHEDULE 3

MONITORING INFORMATION FORM

1. The Council shall provide the GMCA with a completed Monitoring Information Form for the following periods to be submitted by the end of the second week of the first month of the subsequent quarter:
 - Quarter 1 April 2026 - June 2026
 - Quarter 2 July 2026 – September 2026
 - Quarter 3 October 2026 – December 2026
 - Quarter 4 January 2027 – March 2027

2. Monitoring information Template
 - **[Insert Document Here]**

IN WITNESS whereof the Parties have executed this Agreement on the day, and year above written

Signed on behalf of the
**GREATER MANCHESTER
COMBINED AUTHORITY**
by an authorised signatory
of the said Authority:

Authorised Signatory

Signed on behalf of
**OLDHAM BOROUGH
COUNCIL** by an authorised
signatory of the said Council:

Authorised Signatory



Report to CABINET

Local Authority Housing Fund (LAHF) – Acceptance of Funding

Portfolio Holder:

Cllr E Taylor – Cabinet Member for Housing and Licensing

Officer Contact: Neil Consterdine - Director of Communities

Report Author: Simon Shuttleworth – Service Manager of
Strategic Housing Recovery
Ben Hill – Housing Delivery Team Leader

23rd March 2026

Reason for Decision

The Ministry for Housing, Communities and Local Government (MHCLG) launched a fourth round of the Local Authority Housing fund (LAHF) to run over the financial years of 2026/27 to 2029/30.

Oldham Council has been given an allocation of £3,719,182 comprising of a capital grant element of £3,676,200 and revenue grant of £42,982.

To secure the Grant a legally non-binding Memorandum of Understanding needs to be completed between the Council and MHCLG by 10th April 2026.

The LAHF grant should be used to deliver:

- 22 properties (2-4+ bed) to be allocated to temporary accommodation.
- 7 properties (2-3 bed) for resettlement households
- 6 properties (4+ bed) for resettlement households.

This report is presented under Rule 13 of the Council's Constitution, with the Chair of the Place, Economic Growth and Environment Scrutiny Board having approved it being submitted without having been on the forward plan, due to the date of receipt of funding confirmation.

Recommendations

It is recommended that Cabinet:

- Approves acceptance of the £3,7191,82 grant from MHCLG, comprising:
 - £2,611,200 capital allocation for 2026/27
 - £1,065,000 capital allocation for 2028/29
 - One-off revenue allocation of £42,982
- Delegates authority to the Deputy Chief Exec (Place) and Cabinet Member for Neighbourhoods for:
 - Approval of preferred model(s) to achieve delivery of expected outcomes
 - Approval of any necessary procurement exercises, to enable delivery of this scheme
- Delegates authority to the Borough Solicitor or their nominee to formalise any necessary legal requirements including signing and/or sealing any documentation required to give effect to the recommendations and/or delegations in this report.
- Delegates authority to the Deputy Chief Exec (Place) or their nominee to approve the appointment of external legal advisors, as required, to protect the Council's interests and give effect to the recommendations in this report.
- Delegates authority to the Deputy Chief Exec (Place) or their nominee to sign and return the Memorandum of Understanding with MHCLG by the deadline of 10th April.

Local Authority Housing Fund (LAHF) – Acceptance of funding.

1 Background

- 1.1 Oldham Council have been allocated £3,719,182 from The Ministry for Housing, Communities and Local Government's (MHCLG) fourth round of the Local Authority Housing fund to run over the financial years of 2026/7 and 2029-30.

The funding should be used to deliver:

- 22 temporary accommodation (TA) properties of two to four bedrooms. These will provide accommodation to families who are owed a statutory homeless duty by the local authority.
- 7 family homes for households welcomed to Oldham under the Resettlement Scheme (2 to 3-bedroom properties).
- 6 larger (4+ bed) homes for a households under the Resettlement Scheme.

The homes would be let at Social Rent where viable but could include the Affordable Rent.

- 1.2 A Memorandum of Understanding (contained at Appendix 1) was issued by the MHCLG on 6th March 2026. To secure the grant, the MOU needs to be signed by 10th April 2026.
- 1.3 The MOU is not intended to create legal or binding obligations but sets out an understanding between both parties for the use and timing of funding.

Under the MOU, the following delivery profile has been put forward:

Property type	Year 1 delivery target (2026-27)	Year 2 delivery target (2027-28)	Year 3 delivery target (2028-29)	Year 4 delivery target (2029-30)	Total delivery target
TA element (2-4+bed)	22	0	0	0	22
R4 resettlement element (2-3 bed)	2	0	5	0	7
R4 large resettlement element (4+bed)	1	0	5	0	6

All property types	25	0	10	0	35
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2 **Current Position**

- 2.1 While local authorities (LAs) can deliver LAHF independently, MHCLG encourages LAs to work closely with partners, particularly housing associations, who may be the most appropriate delivery vehicle.
- 2.2 The delivery model and Business Case for how LAHF 4 will be delivered is being developed and further reports and approvals will be required before the delivery vehicle is agreed. It could that each element of LAHF is delivered in different ways.

3. **Options/Alternatives**

Option 1 – Complete the MoU and accept grant monies

Under this option, the Council would receive £3.7 M to help deliver 35 homes including 22 to provide accommodation to families who are owed a statutory homeless duty by the local authority. Whilst the exact figures are not yet known, this will lead to revenue savings for the Local Authority.

Option 2 - Decline grant

The Council could decline to accept the MHCLG grant and not take part in the scheme. By not completing the MoU no grant would be paid to the Council.

4 **Preferred Option**

- 4.1 Option 1 is the preferred option for the reasons outlined above.

5 **Consultation**

- 5.1 The Cabinet Member for Decent Homes has been consulted and is supportive.

6 **Financial Implications**

- 6.1 The acceptance of the grant will enable the Council to receive £3.676m of capital grant funding profiled as £2.611m for 2027/28 and £1.065m for 2028/29, which will increase the Council's capital programme. The grant will need to be spent in line with the terms outlined in the Memorandum of Understanding with MHCLG.

(James Postle)

7 **Legal Implications**

- 7.1 S1 of the Localism Act 2011 gives Local Authorities a general power of competence to do anything which an individual may do for the benefit of the authority, its area or persons resident or present in their area.

-
- 7.2 The Council must be satisfied it can meet the objectives and terms and conditions and milestones of funding imposed by any funding authority including any obligation to provide match funding and to monitor and keep any necessary records and file any necessary returns. Client Officers must also check the terms do not conflict with other funding conditions already in place.
- 7.3 External legal advice may be needed to supplement the in-house team to complete any Subsidy Control analysis and satisfy the relevant regulations and may also be required for delivery of the schemes which costs will need to be factored into and funded by the projects at the appropriate time. Any advice required will be procured by means of a compliant route in accordance with the Contract Procedure Rules.
- 7.4 Any property transactions/acquisitions must comply with the Council's Land and Property Protocol. Any works or services procured must, where relevant, comply with the Council's Contract Procedure Rules and the Council's Financial Procedure Rules must be observed at all times. To date, the report author has confirmed compliance with all relevant protocols and regulations.

Rebecca Boyle (Corporate Group Solicitor)

8 **Equality Impact, including implications for Children and Young People**



IAReport_LAHF_3.pdf

8.1 Yes

9 **Key Decision**

9.1 Yes

10 **Key Decision Reference**

11.1

12 **Background Papers**

12.1 The following is a list of background papers on which this report is based in accordance with the requirements of Section 100(1) of the Local Government Act 1972. It does not include documents which would disclose exempt or confidential information as defined by the Act :

13 **Appendices**

13.1 Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

Between

Ministry of Housing, Communities and Local Government

-and-

Oldham Metropolitan Borough Council

1. Purpose

- 1.1. This Memorandum of Understanding ('MOU') sets out the agreed working relationship between the Ministry of Housing, Communities and Local Government ('MHCLG') and Oldham Metropolitan Borough Council ('the Council') regarding the administration and delivery of the Local Authority Housing Fund – fourth funding round ('LAHF R4').
- 1.2. This MOU will be for the period 2026/27-2029/30. It will be reviewed and updated only where either of the signatories deem it necessary, in which case it will require joint agreement. Further detail on changing the MOU is set out in paragraph 5.5.
- 1.3. This MOU is not intended to create legal or binding obligations. It describes the understanding between both parties for the use of funding specified in Section 3 of this agreement.

2. Background

- 2.1. LAHF R4 was launched in November 2025. The details of the fund were shared with the Council in the document 'Local Authority Housing Fund - fourth funding round: [Prospectus and Guidance](#)' ('the Prospectus').
- 2.2. LAHF R4 is a £950m grant fund, with objectives to:
 - Reduce local housing pressures and use of expensive and unsuitable accommodation, by providing better quality temporary accommodation to those owed homelessness duties by local authorities.
 - Reduce temporary accommodation costs.
 - Provide sustainable settled housing for some families on the Afghan Resettlement Programme (ARP) so that they can build new lives in the UK, find employment and integrate into communities.

- Support local housing markets by assisting the delivery of new housing stock or new developments to grow overall housing supply.

3. Total delivery target and Total allocation

- 3.1. MHCLG has accepted the Council’s plan to provide 35 homes (‘the total delivery target’) under LAHF R4, of which 22 homes shall be new supply (‘the new supply delivery target’), and MHCLG will provide a grant of £3,719,182 (‘the total allocation’).
- 3.2. The total allocation includes any New Supply Uplift, the refurbishment allowance as calculated with reference to 6.3 of the Prospectus (any agreed reductions to the grant rate will reflect proportionate adjustments to the refurbishment allowance). The capital grant is set out at 3.6.
- 3.3. For the purposes of the New Supply Uplift, a new supply home is a property that:
- will be delivered in as direct council led (or commissioned) new development.
 - arises from a conversion or redevelopment of property which delivers additional residential unit(s) (densification).
 - arises from a change of use (which delivers an extra residential unit).
- 3.4. The total allocation will be provided in the yearly amounts specified in table 1:

Table 1 – Yearly capital allocations

Year 1 allocation (2026-2027)	£2,611,200
Year 2 allocation (2027-2028)	£0
Year 3 allocation (2028-2029)	£1,065,000
Year 4 allocation (2029-2030)	£0

- 3.5. The Council agrees the following targets to deliver at least:
- 22 properties (2-4+ bed) to be allocated to households that meet the **TA element** eligibility criteria outlined in section 5.1 of the Prospectus.
 - 7 properties (2-3 bed) for households that meet the **R4 resettlement element** eligibility criteria outlined in section 5.2 of the Prospectus.

- 6 properties (4+ bed) for households that meet the **R4 large resettlement element** eligibility criteria outlined in section 5.2 of the Prospectus.
- 3.6. The total allocation comprises a capital grant of £3,676,200 and a revenue grant of £42,982.
- 3.7. This MOU covers the funding commitments from MHCLG, as well as the delivery, financial expenditure, agreed milestones, reporting and evaluation, and communications between the Parties. It also sets out the steps MHCLG could take in the event of underperformance.

4. Purpose of the Funding

- 4.1. LAHF R4 funding has been provided specifically for spending on LAHF R4 priorities as specified at paragraph 2.2 to deliver properties for use by households that meet the LAHF R4 eligibility criteria. The Council agrees to spend LAHF R4 funding on activity set out in this MOU as agreed with MHCLG or subsequently agreed with MHCLG as per paragraph 5.5.
- 4.2. LAHF R4 funding is not intended to meet all the Council's acquisition/delivery costs. The Council or its delivery partner(s) will fund any outstanding sum required.
- 4.3. LAHF R4 initial funding allocations and delivery targets are made assuming that the Council's housing delivery will be primarily achieved by open market acquisition or development. If the Council intends to deliver some LAHF R4 homes using alternative methods which may have lower intervention costs (including particularly: refurbishments of existing stock; acquisitions discounted via S106 agreements; or prefabricated or modular construction), the Council should notify MHCLG prior to commencement of that delivery. MHCLG will consider, and advise the Council, whether the proposals are compliant with the programme's conditions or whether they can be made compliant by increasing the Council's delivery targets or by reducing the grant payable. Where the Council has already advised the Department of plans to deliver via alternative methods, and adjustments to the delivery profile and/or grant rates have been agreed, these will be captured in this MoU.
- 4.4. The Council will use its best endeavours to meet the delivery target and to achieve value for money. The Council should ensure it complies with the Code of Practice for Local Authority Accounting.
- 4.5. The Council may determine how it uses the total allocation as long as the delivery target and the new supply delivery target are met.

5. Delivery Profile

- 5.1. Delivery of property will be measured on the basis of exchange of contracts, or equivalent milestone where exchange of contract will not occur. Any variations to this, and necessary changes to the MOU, will need to be agreed by the parties and an amendment to this MOU made.
- 5.2. Funding outlined in Table 2 is provided to deliver the total delivery target. The Council agrees to make best endeavours to meet the annual delivery profiles set out in table 2 and the total delivery target by 31 March 2030.
- 5.3. The Council agrees to deliver:
 - 25 properties in financial year 2026-27 ('the Year 1 delivery target')
 - 0 properties in financial year 2027-28 ('the Year 2 delivery target')
 - 10 properties in financial year 2028-29 ('the Year 3 delivery target')
 - 0 properties in financial year 2029-30 ('the Year 4 delivery target')

The property types that the Council agrees to deliver in each year are outlined in Table 2 and Annex A. (Detail of yearly new supply targets is specified in Annex A).

Table 2 – delivery profile

Property type	Year 1 delivery target (2026-27)	Year 2 delivery target (2027-28)	Year 3 delivery target (2028-29)	Year 4 delivery target (2029-30)	Total delivery target
TA element (2-4+bed)	22	0	0	0	22
R4 resettlement element (2-3 bed)	2	0	5	0	7
R4 large resettlement element (4+bed)	1	0	5	0	6
All property types	25	0	10	0	35

- 5.4. This MOU is for the full term of the total allocation unless signatories agree to change as per paragraph 5.5.
- 5.5. MHCLG and the Council both have the right to request a change to the MOU. With regards to changing the target number of units, the Council

may ask for either a higher or lower target. Any proposed change will impact the amount of funding received (as set out in the Prospectus) unless the Council is seeking to deliver more units for the same amount of money. Requests will be assessed in line with the grant allocations principles set out in sections 6 and 11 of the Prospectus.

6. Financial Arrangements

- 6.1. The agreed funds will be issued to the Council as grant payments under section 31 of the Local Government Act 2003. The Council may pass on the funding to a third party (e.g. Registered Providers) as appropriate to deliver the delivery target, complying with the Subsidy Control Act 2022.
- 6.2. The capital funding will be provided by MHCLG in up to eight tranches, with two tranches per year. Both yearly tranches may be paid in a combined payment if the relevant delivery milestones have been met for both tranches. Tranches are set out in Table 3.

Table 3 – Capital funding allocation

Allocation tranches	Tranche comprises of:	Total funding
Tranche 1 allocation	30% of the Year 1 capital allocation and 100% of the Year 1 & 2 revenue allocation	£804,851
Tranche 2 allocation	70% of the Year 1 capital allocation	£1,827,840
Tranche 3 allocation	50% of the Year 2 capital allocation	£0
Tranche 4 allocation	50% of the Year 2 capital allocation	£0
Tranche 5 allocation	50% of the Year 3 capital allocation and 100% of the Year 3 & 4 revenue allocation	£553,991
Tranche 6 allocation	50% of the Year 3 capital allocation	£532,500
Tranche 7 allocation	50% of the Year 4 capital allocation	£0
Tranche 8 allocation	50% of the Year 4 capital allocation	£0
Total allocation		£3,719,182

- 6.3. Table 4 sets out the delivery milestones requirements and timetable for payments to be made to the Council. MHCLG may reallocate the Council's future year grant funding if the council does not meet the specified delivery milestone deadlines for payment of the two tranches each year.
- 6.4. A Grant Determination Letter (GDL) will be provided after each tranche payment giving confirmation of the grant payment.
- 6.5. The Council may wish to return unspent monies to the Department.
- 6.6. MHCLG reserves the right to request the return of some or all of the capital funding if the Council demonstrates insufficient delivery progress

towards achievement of the delivery target, delivers less homes than its agreed delivery target, or withdraws from LAHF R4 completely. Where a local authority does not achieve their new supply delivery target, MHCLG may request the return of the new supply uplift.

Table 4 – Payments timetable

Payments	Requirements for payment milestone*	Payment schedule
Tranche 1 allocation	MOU signed with MHCLG	By 17 April 2026 (if an MOU is signed by 13 March 2026). Or By 15 May 2026 (if an MOU is signed by 10 April 2026).
Tranche 2 allocation	Statement of Grant Usage (SOGU) demonstrating <u>60% of Tranche 1</u> has been committed*, AND Satisfactory monitoring information (MI) submitted to date.	By 17 July 2026 (if SOGU is provided by 12 June 2026 and all MI submitted to schedule). Or By 21 August 2026 (if an MOU is signed by 17 July 2026 and all MI submitted to schedule). (With further payment windows TBC).
Tranche 3 allocation	Statement of Grant Usage (SOGU) demonstrating <u>80% of Tranches 1 and 2</u> have been committed*, AND Satisfactory monitoring information (MI) submitted to date.	By 16 April 2027 (if SOGU is provided by 12 March 2027) and all MI submitted to schedule. With further payment windows TBC.
Tranche 4 allocation	Statement of Grant Usage (SOGU) demonstrating <u>80% of the Tranches 1, 2 and 3</u> have been committed*, AND Satisfactory monitoring information (MI) submitted to date.	By 16 April 2027 (if SOGU is provided by 12 March 2027) and all MI submitted to schedule. With further payment windows TBC

Tranche 5 allocation	Statement of Grant Usage (SOGU) demonstrating <u>80% of the Tranches 1,2,3 and 4</u> have been committed*, AND Satisfactory monitoring information (MI) submitted to date.	By 13 April 2028 (if SOGU is provided by 10 March 2028) and all MI submitted to schedule. With further payment windows TBC.
Tranche 6 allocation	Statement of Grant Usage (SOGU) demonstrating <u>80% of the Tranches 1,2,3,4 and 5</u> have been committed*, AND Satisfactory monitoring information (MI) submitted to date.	By 13 April 2028 (if SOGU is provided by 10 March 2028) and all MI submitted to schedule. With further payment windows TBC.
Tranche 7 allocation	Statement of Grant Usage (SOGU) demonstrating <u>80% of the Tranches 1,2,3,4,5 and 6</u> have been committed*, AND Satisfactory monitoring information (MI) submitted to date.	By 13 April 2029 (if SOGU is provided by 9 March 2029) and all MI submitted to schedule. With further payment windows TBC.
Tranche 8 allocation	Statement of Grant Usage (SOGU) demonstrating <u>80% of the Tranches 1,2,3,4,5,6 and 7</u> have been committed*, AND Satisfactory monitoring information (MI) submitted to date.	By 13 April 2029 (if SOGU is provided by 9 March 2029) and all MI submitted to schedule. With further payment windows TBC.

* Note: Committed spend in table 1 refers only to capital grant spend (and does not include revenue grant spend). Committed spend reported in a SOGU should be verified by the local authority S151 officer. We anticipate that local authorities will follow their own internal processes to confirm committed spend.

7. Charging Affordable Rents for LAHF R4 funded homes

7.1. The LAHF Prospectus specifies “It is up to local authorities to determine the precise rent level and tenure of homes in line with the fund objectives.

This should be at Social Rent where viable, but could include affordable rent, or a temporary accommodation rent.”

- 7.2. The Rent Standard ([Rent Standard 2020 - GOV.UK](#)) provides that Affordable Rents may be charged only in limited circumstances.
- 7.3. This MOU records the agreement between the Secretary of State and the Council that relevant accommodation, provided by the Council or a partner Registered Provider pursuant to LAHF grant funding, is permitted to be let at an Affordable Rent, and that accordingly that an Affordable Rent may be charged for such accommodation in accordance with paragraph 3.10b of the Rent Standard - April 2020.
- 7.4. In paragraph 7.3, “relevant accommodation” means accommodation:
 - in the Council area;
 - which is being used to further the LAHF objectives set out at paragraph 2.2 of the MOU;
 - which has never been let at a Social Rent; and
 - where the accommodation is provided by a partner Registered Provider, for which the Council has agreed that the partner Registered Provider may charge Affordable Rent.

8. Roles and Responsibilities

MHCLG Responsibilities

- 8.1. MHCLG is responsible for setting national housing policy, providing grant(s) to the Council and monitoring the delivery of homes.

Council Responsibilities (fund delivery)

- 8.2. The Council will make housing investment decisions, review existing housing policies and products, maximise leverage of this public sector investment and ensure that funds provide value for money and are deliverable within the timescale of the fund. The Council may work in partnership with private Registered Providers, local authority housing companies or other bodies to deliver homes. The Council will also report on the fund by providing Management Information (MI) as set out in **Annex B** of this MOU and will work with MHCLG to ensure they have the capability to deliver the fund and provide MI within the set timescales.
- 8.3. The Council is expected to have the necessary governance and assurance arrangements in place and that all legal and other statutory obligations and consents will be adhered to, which may include, but not solely:

- **subsidy control**, at all levels e.g. the funding the Council allocates to project delivery partners and subsidies that project delivery partners provide to fourth parties.
 - **equalities duties**, the Council must ensure that all LAHF funded activity is delivered in accordance with its obligations under the public sector equality duty (PSED).
 - **procurement**, the Council must ensure that the allocation of funding to project delivery partners that constitutes a procurement is managed in compliance with the public contract regulations.
 - **fraud**, the Council must ensure that robust arrangements are in place to manage fraud risk, including ensuring that project deliverers have robust fraud risk management process and paying particular attention to projects that involve the payment of grants to beneficiaries e.g. businesses.
- 8.4. The Council's Section 151 Officer is expected to ensure that these legal duties and all other relevant duties are considered and that delivery of LAHF investment is carried out with propriety, regularity, and value for money.

Council Responsibilities (Affordable Rents – where required by LAs)

- 8.5. The Council should note (and remind partner Registered Providers) that conversion of Social Rent properties to Affordable Rent is not permitted pursuant to paragraph 3.17 of the Rent Standard other than in the circumstances set out in chapter 2 of the Rent Policy Statement.
- 8.6. Where the Council has agreed that a partner Registered Provider may charge Affordable Rent, the Council will confirm to the Registered Provider that the Registered Provider may charge Affordable Rent in accordance with paragraph 7.3 of this MOU.
- 8.7. The Council will require partner Registered Providers to provide details to the Council of any accommodation provided pursuant to LAHF grant funding for which Affordable Rent is charged.
- 8.8. The Council will maintain a register of any accommodation provided pursuant to LAHF grant funding for which it or a partner Registered Provider is charging Affordable Rent. This register should be available for inspection upon request by either MHCLG or the Regulator for Social Housing. The fields of information required in register are specified in **Annex D**.

9. Monitoring Arrangements and Accountability

- 9.1. The Council will put in place appropriate governance and oversight arrangements to ensure that delivery of housing is on track and that plans remain ambitious and provide value for money.

Reporting Arrangements

- 9.2. The Council has agreed to provide monitoring information (MI) to MHCLG on fund allocations and delivery. The Council will be asked to provide a mix of quantitative and qualitative summary updates to MHCLG; a full list of MI can be found in **Annex B**.
- 9.3. The first report will be due in June 2026 and then every two months thereafter, until the Council's programme has completed. The schedule for monitoring reports is outlined in **Annex C**.
- 9.4. Spend outturn and forecast should be signed off by the Section 151 officer or deputy Section 151 officer.
- 9.5. A Statement of Grant Usage Section 151 officer or deputy Section 151 officer should be submitted when relevant tranche payment thresholds (as set out in Table 4 above) have been met.
- 9.6. The Council also agrees to work with the department to provide any reasonable additional MI as and when requested by the MHCLG Senior Reporting Officer (SRO). MHCLG will provide an appropriate amount of time to return any additional MI requests.
- 9.7. The Council agrees to work collaboratively with any requests from MHCLG to support any retrospective assessment or evaluation as to the impact or value for money of LAHF. As a minimum, the Council is expected to monitor spend, outputs and outcomes against agreed indicators and keep this information for at least 5 years.

10. Governance & Assurance

- 10.1. The Council is expected to ensure that all legal and other statutory obligations and consents will be adhered to, which may include, but not solely, state aid / subsidy control, equalities duties, procurement, health and safety, and fraud prevention. The Council has prerogative to establish internal governance and assurance arrangements as they see fit to achieve this.
- 10.2. The Council will ensure data can be shared for the prevention and detection of fraud by including the following clause in all agreements with companies or external entities in relation to LAHF – including, but not limited to, property contracts, professional services contracts, construction contracts and lease agreements:

“Data may be shared with other enforcement agencies for the prevention and detection of crime.”

Signed for and on behalf of MHCLG

Signature:

Name:

Position:

Date:

**Signed for and on behalf of Oldham
Metropolitan Borough Council**

Signature:

Name:

Position:

Date:

Annex A – New supply detailed delivery targets

1. MHCLG and the Council agree that the new supply homes specified in MOU 3.1 will be delivered in the profile shown in Table 5.
2. As per MOU 3.3, for the purposes of the New Supply Uplift, a new supply home is a property that:
 - will be delivered as direct council led (or commissioned) new development.
 - arises from a conversion or redevelopment of property which delivers additional residential unit(s) (densification).
 - arises from a change of use (which delivers an extra residential unit).
3. As per 6.3 of the Prospectus, the New Supply uplift will not apply to purchases of new homes already in development e.g. off-the-shelf market sales purchases or s106 discounted affordable housing purchases. Whilst these purchases are not eligible for the New Supply uplift, local authorities can still include them in their standard LAHF R4 delivery.

Table 5 New supply delivery targets

Property type	Year 1 new supply delivery target (2026-27)	Year 2 new supply delivery target (2027-28)	Year 3 new supply delivery target (2028-29)	Year 4 new supply delivery target (2029-30)	Total new supply delivery target
TA element new supply (2-4+bed)	22	0	0	0	22
R4 resettlement element new supply (2-3 bed)	0	0	0	0	0
R4 large resettlement element new supply (4+bed)	0	0	0	0	0
All property types new supply	22	0	0	0	22

Annex B - Reporting and Monitoring Arrangements

Scope and Purpose

1. This annex sets out the agreed reporting and monitoring arrangements for LAHF, including the expected frequency and content of the regular reports that the Council will provide to MHCLG.

MHCLG Role

2. MHCLG will support the running of the fund and maintain a national picture of delivery by putting in place a proportionate monitoring and governance framework. This will include a fund governance board(s). Wherever possible MHCLG will avoid duplication of requests towards the Council.

Council Role

3. Day-to-day project monitoring and delivery responsibilities will be delegated to the Council. The Council will submit reports to MHCLG in accordance with the agreed timescales and frequency set out in the MoU. The Council will also work with MHCLG to provide any reasonable additional MI required as and when requested by the MHCLG Senior Reporting Officer. MHCLG will provide an appropriate amount of time to return any additional MI requests.

Management Information (MI)

4. The list of MI is split between operational data – required for monitoring the ongoing fund delivery (Table 6) and evaluation data (Table 7) required to assess the strategy-level success of the fund and inform future policy development. Tables 6 and 7 present the required routine MI and is subject to change, with agreement by MHCLG and the Council. MHCLG may also request additional delivery progress information from local authorities which have agreed to deliver new supply to provide assurance on the advancement of this delivery.

Table 6 – Monitoring Data

Item	Frequency
Number of properties where contracts exchanged, including: <ul style="list-style-type: none"> • bedroom size • whether located in another borough area • who will own the dwellings • how properties obtained 	Every 2 months
Number of properties occupied/ ready to let, including bedroom size	Every 2 months

Number of resettlement scheme households housed	Every 2 months
Number of pending resettlement scheme properties pre-matched to current/former bridging hotel households	Every 2 months
Overall assessment (RAG rated) of whether delivery is on track as determined by the responsible Council officer	Every 2 months

Table 7 – Evaluation Data

Item	Frequency
How properties have been sourced (e.g., through stock acquisition or another delivery route)	Post April 2026 and thereafter upon request to aid with evaluation of the fund
Total delivery costs. Total amount of Council contributory share, and how the Council has funded its share.	
Breakdown of resettlement scheme households housed by previous housing situation, e.g., in bridging hotel, in LA emergency accommodation/temporary accommodation	
Tenancy duration	
Rent levels	
Number of properties obtained outside the local authority's area, if applicable, and where these are located.	

5. In addition, to enable the assessment of relative value for money and to assist with future spending reviews, we may occasionally ask for additional information including details of how the fund is delivered and housing market conditions. This will provide important data to support future policy developments. This information will be provided to agreed timeframes when requested by MHCLG.
6. Should the Council wish to amend and/or not collect any of these proposed data points, they should submit a proposal to MHCLG for agreement.

Frequency of Reporting

7. The Council will be asked to provide reports every two months. The schedule for monitoring reports is outlined in Annex C.

Data Consistency

8. MHCLG and the Council have a shared commitment to ensure that, for clarity and transparency purposes, consistent methods of recording outputs are

maintained. It is expected that the provided reporting will be robust, accurate and quality assured to a high standard. As such minimal revisions would be expected – although, where these are required, MHCLG should be advised as soon as practical.

Use of Material Provided

9. MHCLG will use the provided material to track local authority progress against agreed delivery milestones and to monitor programme delivery nationally.

Annex C – Monitoring Milestones

1. The Council is requested to submit the monitoring information summarised in **Annex B** every two months by 5pm on the dates outlined below. MHCLG will provide the link to the return directly to the Council well in advance of each touchpoint date.
2. MHCLG will provide full guidance for submitting the return directly well in advance of each touchpoint date.

Table 8 – Monitoring Touchpoint Dates for year 1

Monitoring touchpoint	Window covers all (cumulative) R4 delivery up until	Collection window opens	MI Return to be submitted by 5pm on the following dates
Touchpoint 1	31 May 2026	1 June 2026	15 June 2026
Touchpoint 2	31 July 2026	3 August 2026	17 August 2026
Touchpoint 3	30 September 2026	1 October 2026	15 October 2026
Touchpoint 4	30 November 2026	1 December 2026	15 December 2026
Touchpoint 5	1 February 2027	2 February 2027	16 February 2027
Touchpoint 6	31 March 2027	1 April 2027	15 April 2027

3. MHCLG will update local authorities on planned touchpoint dates for Years 2,3 and 4 in due course.

Annex D – Register of LAHF accommodation for which an Affordable Rent is charged

This annex sets out the agreed information which will be contained in the Council's Register of LAHF accommodation for which an Affordable Rent is charged.

This register should be available for inspection upon request by either MHCLG or the Regulator for Social Housing.

Property address			
Completion date			
Name of Registered Provider			
Registration Code			

Note: The Council is not required to submit this information as part of regular delivery monitoring submissions.



Report to CABINET

Acceptance of 26/27 GMCA Community Safety Partnership, Voluntary and Community Sector, Hate Crime, GM Violence Reduction and Cohesion Grants

Portfolio Holder:

Cllr E Taylor – Cabinet Member for Neighbourhoods

Officer Contact: Neil Consterdine - Director of Communities

Report Author: Lorraine Kenny – Assistant Director – Community Safety and Cohesion

23rd March 2026

Reason for Decision

To accept the GMCA and Violence Reduction grant payments for 26/27 to support the delivery of the Community Safety Partnership's statutory duties under the Crime and Disorder Act 1998 and the commitment of the Council to make communities safer and stronger.

The grant monies are paid annually and the Community Safety Partnership is reliant upon acceptance of the grants to carry out its core functions.

This report is presented under Rule 13 of the Council's Constitution, with the Chair of the Place, Economic Growth and Environment Scrutiny Board having approved it being submitted without having been on the forward plan, due to the date of receipt of funding confirmation.

Recommendations

It is recommended that Cabinet:

- Approves acceptance of the Grants from GMCA:

Grant name	Year	Amount
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Community Safety Grant	2026-27	£277,179
Voluntary, community, faith-based, and social enterprise organisations Grant	2026-27	£105,678
Hate Crime Grant (Deputy Mayor and Police and Crime Panel)	2026-27	£10,284
Cohesion Grant	2026-27	£50,000
Serious Violence Combined Grant	2026-27	£167,171

- Delegates power to the Deputy Chief Executive (Place) to accept future grant allocations on behalf of the statutory Community Safety Partnership to enable timely delivery of activities and projects due to the limited period between confirmation of grants monies from GMCA and the start of the fiscal year.

Acceptance of 26/27 GMCA Community Safety Partnership, Voluntary and Community Sector, Hate Crime, GM Violence Reduction and Cohesion Grants

1 Background

- 1.1 GMCA and the GM Violence Reduction Unit provide annual grants to the statutory Community Safety Partnership.
- 1.2. The grants for 26/27 are:

Grant name	Year	Amount
Community Safety Grant	2026-27	£277,179
Voluntary, community, faith-based, and social enterprise organisations Grant	2026-27	£105,678
Hate Crime Grant (Deputy Mayor and Police and Crime Panel)	2026-27	£10,284
Cohesion Grant	2026-27	£50,000
Serious Violence Combined Grant	2026-27	£167,171
Total		£610.312

- 1.3 The Community Safety Partnership consists of the 5 statutory Responsible Authorities listed below, in addition to a number of other partnership organisations from the statutory and VCFSE.
- Oldham Council
 - Greater Manchester Police
 - Greater Manchester Integrated Care Board
 - Greater Manchester Fire and Rescue Service
 - Probation Service
- 1.4 The Community Safety Partnership is reliant upon the grant payments to support partnership activity to prevent and reduce crime and disorder in accordance with its responsibilities under s17 Crime and Disorder Act 1998.

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- 1.5 The funds are paid to the Council and are distributed in accordance with the decisions on allocation which are made by the Community Safety Partnership.
 - 1.6 Quarterly returns on spend (actual and forecast) and service delivery are completed by the lead for the Community Safety Partnership and provided to GMCA in accordance with the conditions of the grant agreement.

2. Options/Alternatives

Option 1

Accept the grant funding and continue delivery of activities and projects as allocated by the Community Safety Partnership.

Option 2

Reject the grant funding and cease the delivery of project activity.

3 Preferred Option

- 3.1 Option 1 is the preferred option. Accept the grant funding and continue delivery of activities and projects as allocated by the Community Safety Partnership.

4. Consultation

- 4.1 The Lead Member with responsibility for Community Safety is a core member of the Community Safety Partnership and is fully sighted on the grant funding arrangements and on the proposals for spend of the grant monies by the Partnership for 26/27.

5. Financial Implications

- 5.1 The report seeks approval to accept several GMCA and GM Violence Reduction Unit grants for the 2026/27 financial year to support the statutory functions of the Community Safety Partnership (CSP). The grants are paid annually and form a key element of CSP's revenue funding, enabling delivery of activities aligned to the Crime and Disorder Act 1998 responsibilities.
- 5.2 The funding totals £610,312 for 2026/27 and will be held within the Communities Directorate. Spend will be monitored in line with GMCA grant conditions, with quarterly returns submitted by the CSP lead officer.
- 5.3 Future allocations may be accepted under delegated authority by the Deputy Chief Executive (Place) to enable timely mobilisation of activity at the beginning of each financial year.
- 5.4 There are no anticipated financial risks, provided expenditure is contained within the grant envelopes and monitoring arrangements remain in place.
- 5.5 Refer to the table in Section 1.2 for a detailed breakdown of the respective grants
- 5.6 Please Note the following extracts from the embedded grant agreement

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- 5.7 Funding will apply only to the specified financial year and must be allocated and spent within that period.
 - 5.8 Any funding remaining unspent at the end of the financial year must be identified.
 - 5.9 Carry-forward of unspent funds is subject to approval by GMCA. Please be aware that any underspend exceeding £5,000 may not be approved, and future allocations may be reduced by the equivalent amount.
 - 5.10 The Serious Violence Combined Grant is not eligible for carry-forward under the Home Office terms and conditions.
 - 5.11 The Deputy Mayor may request clarification from Oldham Council regarding information submitted. Oldham Council is required to comply with any reasonable request for further information.
 - 5.12 Any portion of the grant that is not used in accordance with the approved conditions must be repaid.

Matthew Kearns (Finance Manager)

6. Legal Implications

- 6.1 The Council has the legal power to accept the GMCA Community Safety, VCFSE, Hate Crime, Cohesion and Serious Violence Combined Grants under the general power of competence in the Localism Act 2011. Acceptance of the funding supports the Council's statutory responsibilities as a Responsible Authority under the Crime and Disorder Act 1998 to work with partners to prevent and reduce crime and disorder.
- 6.2 The funding must be used in accordance with the terms and conditions set out in the GMCA Grant Funding Agreement. These include requirements relating to the approved purposes of the grant, reporting and monitoring, the treatment of underspends, the prohibition on carrying forward the Serious Violence Combined Grant, and the need to repay any sums not used in compliance with the conditions.
- 6.3 Any onward allocation or commissioning activity must comply with the Council's Contract Procedure Rules and procurement legislation. Where funds are distributed to voluntary, community or other external organisations, suitable grant or service agreements must be in place to ensure compliance with monitoring, safeguarding, data protection and performance requirements.
- 6.4 The proposed delegation to the Deputy Chief Executive (Place) to accept future annual allocations is lawful subject to Cabinet approval and must be exercised in accordance with the Council's Constitution. Decisions made under delegated authority must be recorded appropriately.
- 6.5 Where funding is awarded to third parties, the Council must also ensure compliance with the Subsidy Control Act 2022. There are no legal barriers to the acceptance of

the grants or the recommendations within this report, provided that grant conditions and governance requirements are followed.

Sukie Kaur (Solicitor)

7. Equality Impact, including implications for Children and Young People

7.1 All members of the community benefit from the activities delivered from the grant funding.

8. Key Decision

8.1 Yes

9. Key Decision Reference

9.1

10. Background Papers

10.1 There are no background papers

11. Appendices

11.1 GMCA Grant Agreement



GMCA Community
Safety Partnership Gra