

**Attachment B**

**Draft Rental Programmes Protocol**

1. For contributions provided by the Council to the Trust for rentals, this Protocol will govern the form of the transactions to be entered into.
2. The transactions set out in this Protocol may be subject to amendment from time to time to enable the Trust to continue adapting to circumstances and conditions but subject to agreement by the Council.

**Registered Encumbrance**

3. If the Contribution consists of land, or land and dwelling(s), the contribution shall be subject to an encumbrance in favour of the Council containing Council's rights to resume ownership of the land or land and dwelling(s) in the event of insolvency of the Trust.
4. The Council's encumbrance shall be first ranking over any other security.

**Rental Terms**

5. The Trust will enter into an agreement with the intended occupant(s) of the land/dwelling on the following terms (list is not exhaustive):
  - a. The occupant(s) can live at the Property in accordance with a separate Residential Tenancy Agreement with periodic lease periods of no less than 5 years
  - b. The rent will be set at a fair market rate and an income based subsidy applied, discounting the rent to allow households to achieve savings and/or debt reduction goals
  - c. The Trust and the household will review their financial situation and goals regularly