

# Local Development Plan 2030

## AFFORDABLE HOUSING

Supplementary Planning  
Guidance: January 2026



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## 1 Introduction and Purpose

- 1.1 The new Antrim and Newtownabbey Borough Council Local Development Plan – Plan Strategy, was formally adopted by resolution of the Council on 3 July 2025.
- 1.2 The Plan Strategy forms a high level, strategic document which sets out how the Council considers our Borough will grow and develop over the plan period, 2015 to 2030. It sets out a Plan Vision and a range of Strategic Objectives to help guide development in a sustainable fashion. It also identifies Strategic Policies (SP), supplemented by Detailed Management (DM) policies, which together will deliver the Strategic Objectives and guide decisions in the development management process.
- 1.3 The Plan Strategy identifies a number of instances where the Council will publish Supplementary Planning Guidance (SPG). The purpose of SPG is to support the practical application of the Strategic Policies and Detailed Management policies in the Plan Strategy, by providing greater detail for those interested parties, on how the policy will be applied in practice.
- 1.4 SPG does not introduce any new policies over and above the Plan Strategy, but instead is considered to be a material planning consideration in the determination of planning applications. Guidance contained within the SPG should be read in conjunction with the relevant planning policy framework, including the Strategic Planning Policy Statement (SPPS) for Northern Ireland and the Antrim and Newtownabbey Borough Council Local Development Plan 2030, which is comprised of the Plan Strategy and Local Policies Plan.
- 1.5 This SPG specifically relates to the application of the Affordable Homes policies contained within SP 4, DM 17 and DM 18G of the Plan Strategy. The SPG can also be applied to proposals within any zonings and/or key site requirements for affordable housing, within the Local Policies Plan. Through these policies, the Council aims to facilitate an increase in the delivery of affordable housing, as part of mixed tenure developments within the Borough.
- 1.6 This SPG has been drafted to offer a clear explanation of the process involved to a wide audience of interested parties, including applicants and developers, statutory partners, Elected Members and planning officers. It is intended to support clear, transparent, consistent and efficient decision making within the development management process.
- 1.7 Appendix 1 of this document sets out a 'Process Guide and Flow Chart' relating to the application of the policy, whilst Appendix 2 comprises an 'Affordable Housing Proposal Form and Checklist' that should accompany a planning application where the affordable housing policy is relevant. Appendix 3 comprises an example Section 76 template for affordable housing, whilst Appendix 4 identifies contact details relating to Registered Housing Associations, Northern Ireland Housing Executive and the Council.

## 2 What is Affordable Housing?

- 2.1 The Local Development Plan 2030 - Plan Strategy identifies at paragraph 7.24, that for the purposes of the Local Development Plan, the current definition of affordable housing, is the same as the definition used in the SPPS.
- 2.2 In April 2021, Department for Communities (DfC) adopted a new overarching definition for affordable housing, which aims to extend the range of products which contribute to the delivery of affordable housing. This definition is now adopted by the SPPS. The definition is:

*“Affordable housing is:*

- a) Social rented housing; or*
- b) Intermediate housing for sale;*
- or c) Intermediate housing for rent*

*that is provided outside of the general market, for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing.”*

- 2.3 Affordable housing is available to households who otherwise could not house themselves, for example, because they would struggle to afford the cost of housing in the open market, or they need a specific type of house which is not commonly available. Affordable housing is therefore provided outside of the general housing market.
- 2.4 Affordable homes are delivered via specially designed products, which are operated according to specific criteria to ensure that, where government funding is provided, it is targeted based on objective need. The criteria are specific to each product. For instance, the allocation of social rented housing is governed by the Housing Selection Scheme administered by Northern Ireland Housing Executive.
- 2.5 Government funded affordable housing should remain affordable for future eligible households. However, where this is not possible, arrangements will be put in place for government funding to be repaid or recycled to support the provision of further affordable housing for future households.
- 2.6 Section 6 of this SPG identifies in more detail what can be included as affordable housing.

### 3 Affordable Housing Legislative and Policy Context

#### **Planning Act (Northern Ireland) 2011**

- 3.1 The Planning Act (Northern Ireland) 2011 establishes the plan-led system. This gives primacy to the Local Development Plan in the assessment of planning applications, unless material considerations indicate otherwise.

#### **Planning (General Development Procedure) (Amendment) Order (Northern Ireland) 2016.**

- 3.2 The Planning (General Development Procedure) (Amendment) Order 2016 identifies Northern Ireland Housing Executive as statutory consultee in the development management process, in circumstances where a development proposal is likely to require a statement of affordable housing need.

#### **Programme for Government 2024-2027**

- 3.3 The Programme for Government 2024 - 2027 'Our Plan: Doing What Matters Most', identifies the Northern Ireland Executive commitment to deliver nine priorities with the goal of improving the wellbeing of everyone living and working here.
- 3.4 One such priority is to "provide more social, affordable and sustainable housing" with the target to start work on at least 5,850 new build social homes by 2027. Relevant actions include "...ensure that the planning system supports the delivery of the appropriate supply of housing, creating sustainable and inclusive spaces, and work with NI Water to help facilitate housing growth". It identifies the 'Housing Supply Strategy' as providing a long-term framework for policies and actions required to increase the supply of homes across all tenures and reduce housing stress.

#### **Housing Supply Strategy 2024 - 2039**

- 3.5 The Housing Supply Strategy was published in December 2024 by the Department for Communities and provides a 15-year framework for the development and delivery of policies and actions needed to deliver housing supply needs.
- 3.6 The Strategy includes an ambition to deliver at least 100,000 homes and more, if needed, with one third of these being social homes. 'Creating Affordable Options: Increase housing supply and affordable options across all tenures to meet housing need and demand' is identified as key objective of the Strategy.

#### **Regional Development Strategy (RDS) 2035**

- 3.7 The RDS as the overarching strategic planning framework for Northern Ireland recognises that the provision of more affordable housing helps to build strong and balanced communities and requires an adequate and available supply of quality housing to meet the needs of everyone.

- 3.8 Policy RG6 seeks to encourage mixed housing development, with neighbourhoods containing homes in a range of sizes and tenures, to facilitate stable communities and to reduce isolation. Policy RG8 requires the varied needs of the whole community to be met and there is an adequate and available supply of quality housing to meet the needs of everyone. It states that development plans are required to identify housing land to ensure an adequate supply, and to include land for social and intermediate housing.

### **Strategic Planning Policy Statement for Northern Ireland (SPPS)**

- 3.9 The SPPS identifies a range of core planning principles, which aim to facilitate sustainable patterns of development. One of these is 'to improve health and wellbeing', which includes supporting the delivery of homes to meet the full range of housing needs, contributing to balanced communities.
- 3.10 The SPPS identifies an approach to housing matters, which must be delivered through the local development plan, including achieving balanced communities through the provision of housing in a variety of tenures and types. The SPPS also states that local development plans will be the primary vehicle for facilitating identified need for affordable housing.

### **Antrim and Newtownabbey Borough Council Local Development Plan 2030: Plan Strategy**

- 3.11 The Plan Strategy takes account of the provisions of the RDS and SPPS, and provides the strategic planning framework and planning policies for the development of the Borough over the plan period. It sets out a Plan Vision and a range of Strategic Objectives required to deliver that vision. In order to achieve the Strategic Objectives, it includes a range of Strategic Policies, which are supported by Detailed Management policies on a range of policy areas, including those relating to homes.
- 3.12 Strategic Policy 4 of the Plan Strategy seeks to provide a choice of housing for people in socially balanced and inclusive communities across the Borough. The Council wishes to encourage an affordable and diverse choice of housing that will meet the needs of an ageing and changing population, whilst also encouraging the development of balanced communities and helping to strengthen community cohesion. The Council will therefore seek to facilitate an appropriate mix of housing tenures and sizes within housing developments.
- 3.13 In order to facilitate the delivery of affordable housing units within the Borough, the Plan includes a Detailed Management policy, which seeks to increase the supply of affordable housing through the requirement for all housing schemes over a certain threshold to deliver a percentage of the proposed housing site, as affordable housing. This SPG should therefore be read alongside Detailed Management policy, DM 17: Homes in Settlements.
- 3.14 Detailed Management policy, DM 18G: Affordable Housing in the Countryside allows support to a proposal by a Registered Housing Association for a small group of dwellings (no more than 14 units) in the countryside adjacent to or near a village or hamlet to provide affordable housing where a need has been

identified by the Northern Ireland Housing Executive and provided it is demonstrated this cannot readily be met within an existing settlement in the locality. This SPG should read alongside this policy.

### **Antrim and Newtownabbey Borough Council Local Development Plan 2030: Local Policies Plan**

- 3.15 The Local Policies Plan sets out development zonings, associated key site requirements and other site specific proposals, and local policy designations required to deliver the Plan Vision, Strategic Objectives and Spatial Growth Strategy in the Plan Strategy, as well as defining the limits for all our settlements. The Council will also consider further the issue of affordable housing at this stage.
- 3.16 Where the Council considers it necessary to provide a higher proportion of affordable housing in a specific location, policy DM 17 may also be supported through the Local Policies Plan, by the zoning of land specifically for affordable housing and/or the attachment of Key Site Requirements to general housing zonings for a percentage of the site to be provided as affordable housing.
- 3.17 This supplementary planning guidance will be kept under review and updated if necessary, once the Local Policies Plan is adopted.

## **4 Key Roles and Responsibilities**

- 4.1 The effective and efficient delivery of affordable housing within the Borough requires a collaborative effort from a range of key stakeholders. A broad description of their respective roles and responsibilities is identified below.

### **Antrim and Newtownabbey Borough Council**

- 4.2 Antrim and Newtownabbey Borough Council is the planning authority with responsibility for preparing the Local Development Plan, as well as determining the vast majority of planning applications within the Borough. The Council will consider details of affordable housing matters through the planning system and secure affordable housing provision by means of planning conditions or may require a planning agreement under Section 76 of the Planning Act (Northern Ireland) 2015 to be entered into.

### **Department for Communities (DfC)**

- 4.3 DfC is responsible for setting housing policy at a regional level in Northern Ireland, as well as providing grant funding for the Social Housing Development Programme. DfC may also provide loan funding for intermediate housing and sets the property value limit for intermediate housing products. In addition, it has responsibility for the registration, inspection and monitoring of Registered Housing Associations (RHAs) and for maintaining the Housing Association Guide, part of which sets the design standards that social rented housing must adhere to.

**Department for Infrastructure (Dfi)**

- 4.4 Dfi has responsibility for the publication of regional planning policy, in terms of the RDS and SPPS, as well as bringing forward planning legislation. Dfi can also act as the planning authority in the determination of regionally significant or 'called-in' planning applications. Dfi performs a planning oversight and guidance role for Councils, including the regional monitoring of performance, under the two-tier planning system.

**Developers and applicants**

- 4.5 Developers and applicants play a key role in the delivery of affordable housing. They are required to engage early in the process and establish a partnership with a RHA in relation to affordable housing need and delivery. They will discuss planning requirements with the Council throughout the process and successfully help deliver the required affordable housing units.

**Northern Ireland Housing Executive (NIHE)**

- 4.6 NIHE is the strategic housing authority for Northern Ireland and its statutory functions are principally set out in the Housing (Northern Ireland) Order 1981. These include the examination and assessment of housing need. NIHE publish a 'Commissioning Prospectus' on an annual basis which provides key information for stakeholders in relation to affordable housing for council areas across Northern Ireland.
- 4.7 NIHE is also landlord to over 80,000 social rented dwellings and is responsible for the management and delivery of the Social Housing Development Programme. The number of homes to be provided in each programme year is governed by the amount of funding, available from central government through DfC. This function involves making payments of the Housing Association Grant to RHAs, in respect of the construction and provision of social housing.
- 4.8 NIHE are also a key statutory consultee in the local development plan process, as well as providing statutory consultee input into the development management process where an application has been submitted which includes aspects relating to affordable housing.

**Registered Housing Associations (RHA)**

- 4.9 A RHA provides social rented and/or intermediate accommodation (via a subsidiary of a RHA where relevant) and may specialise in accommodation for special needs groups. They are the main developers of new social housing for rent in Northern Ireland, do not trade for profit and are regulated by DfC.
- 4.10 The affordable housing policy within the Plan Strategy provides RHAs with the opportunity to acquire homes on sites that they would otherwise not have access to. Each of the RHAs within Northern Ireland and their contact details are listed on the Northern Ireland Federation of Housing Associations (NIFHA) website, ([www.nifha.org](http://www.nifha.org)).

## 5 The Affordable Housing Policy

- 5.1 The Antrim and Newtownabbey Borough Council Local Development Plan 2030: Plan Strategy, includes a Detailed Management policy, which seeks to assist in the delivery of affordable housing and promote mixed tenure development across the Borough. Accordingly policy DM 17 states:

### Affordable Housing

**DM 17.3** The Council will only permit a residential development of 40 units or greater, where a minimum of 10% of the total units, are provided as affordable housing. Where a proposed site has been artificially subdivided to be less than the threshold identified under this policy, the proposal will not be supported by the Council.

**DM 17.4** The affordable housing element of the proposed development should be distributed throughout the general housing layout and not be easily distinguishable by means of its general design, materials or finishes from the general housing element.

**DM 17.5** Where it is demonstrated that a development is not viable, a reduced or alternative provision of affordable housing may be acceptable.

- 5.2 The requirements of Policy DM 17.3, DM 17.4 and DM 17.5 will apply to proposals for housing development and mixed use development that incorporate an element of housing, together with proposals for redevelopment, conversions and subdivisions of existing buildings, where the number of dwellings to be created is 40 units or more.
- 5.3 The policy applies to general needs housing only, it does not apply to proposals for specialist types of accommodation, like residential or nursing homes, or for purpose built student accommodation.
- 5.4 The affordable housing policy within the Plan Strategy may be supported by zoning for affordable housing or affordable housing key site requirements within the Local Policies Plan, where appropriate. The guidance contained within this SPG is applicable to affordable housing provisions within both the Plan Strategy and Local Policies Plan.

## 6 What can be included as Affordable Housing?

- 6.1 Where a planning application is submitted to the Council and is subject to an affordable housing requirement, the Council will liaise with NIHE to confirm if affordable housing is required on the site. NIHE will then advise the Council on the required proportions of social housing and intermediate housing for each site. In the unlikely event of social housing need or intermediate housing

demand, in the local area, having been met or has decreased, the affordable housing requirement can be lowered or removed.

- 6.2 As outlined in Section 2 of this guidance, the SPPS and hence the Plan Strategy has adopted the revised DfC definition of affordable housing. If an applicant is unsure about whether a particular product meets the definition of affordable housing, this should be raised in the first instance with the Council which may, if appropriate, consult NIHE for advice.
- 6.3 Affordable homes are generally delivered via specially designed products, such as those detailed below, which are operated according to specific criteria to ensure that, where government funding is provided, it is targeted based on objective need. The criteria are specific to each product. In circumstances where new affordable housing products are introduced by DfC, this SPG may be revised to reflect any changes.

### **Social rented housing**

- 6.4 Social rented housing is housing provided at an affordable rent by a RHA, that is, one which is registered and regulated by DfC as a social housing provider. Social rented accommodation should be available to households in housing need and is offered in accordance with the Common Selection Scheme, administered by NIHE, which prioritises households who are living in unsuitable or insecure accommodation. Social rented housing can only be assigned to applicants registered on the common waiting list, in accordance with the Common Selection Scheme, in priority of need and must be controlled and managed by a RHA.

### **Intermediate housing for sale**

- 6.5 Intermediate housing for sale is typically provided through a RHA and helps households who can afford a small mortgage, but that are not able to afford to buy a property outright. The property is split between part ownership by the householder and part renting from the RHA. The proportion of property ownership and renting can vary depending on householder circumstances and preferences. Intermediate housing for sale may or may not be funded by government subsidy, however intermediate housing for sale which is funded by government, is currently delivered by Co-Ownership.

### **Intermediate housing for rent**

- 6.6 DfC has developed a new Intermediate Rent Policy<sup>1</sup> (March 2023) to create an additional supply of affordable homes. It intends to provide an additional rental choice for lower to moderate income households, providing longer-term, higher quality, well-managed homes. Intermediate Rent is not a form of social rented housing and offers private rental tenancies, at a below market rate of rent. Intermediate Rent can provide a solution for households struggling to meet open market rental costs, and those wishing to enter low cost home ownership in the future.

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<sup>1</sup> <https://www.communities-ni.gov.uk/articles/intermediate-rent>

6.7 Intermediate Rent homes are intended to remain as Intermediate housing for rent for the longer term. By offering tenancies of up to five years at a time with the option to renew, (subject to agreement of the landlord and tenant), these homes can be offered for rent to multiple households over time. Given the indicative tenancy durations, it would be expected that a dwelling operating as Intermediate Rent would continue to operate for a minimum period of ten years (i.e. two consecutive five-year tenancies). Intermediate housing for rent may or may not be funded by government subsidy, but Maple and May Ltd will act as the intermediate housing for rent operator delivering government funded housing. Any Intermediate Rent homes which are developed using Government funding would be expected to be retained as Intermediate Rent in line with any funding agreement conditions.

## 7 The Importance of the Pre-Application Stage

- 7.1 As identified above, the efficient and effective delivery of affordable housing within the Borough, is determined by a collaborative approach between a number of key stakeholders.
- 7.2 From the very outset in drawing up a housing proposal, where a developer identifies that a scheme will trigger the requirements of policy DM 17, they should contact a RHA or other relevant operator of their choice, as this partnership is essential for the successful and timely delivery of affordable housing.
- 7.3 Applicants are encouraged to seek information on the affordable housing requirement from a RHA or other relevant operator, prior to a Pre-Application Discussion (PAD) with the Council. Advice should be sought prior to any design work being undertaken on a scheme. This enables applicants to better understand and accommodate the mix of affordable housing required and to make proper financial provision for its delivery, before entering into financial or legal commitments for the site. RHAs can be contacted directly or through the Northern Ireland Federation of Housing Associations (NIFHA).
- 7.4 Prior to the PAD, applicants should also refer to the NIHE 'Commissioning Prospectus' which provides housing associations, developers and other interested stakeholders with detailed information about the requirements for the provision of new affordable housing throughout the Borough. This document is available to view on the NIHE website (<https://www.nihe.gov.uk/home>).
- 7.5 Following initial discussions taking place between the applicant and a RHA or other relevant operator, the use of a well-informed PAD between an applicant and the Councils will support the preparation of high standard planning application. PADs can provide advice on policy requirements and the information that should be contained within an application, which should help streamline the application process.

- 7.6 A PAD service is available from Antrim and Newtownabbey Borough Council planning section and applicants are *very strongly encouraged* to use this service if they are proposing development on a site that is required to provide affordable housing units.
- 7.7 Applicants should apply for a PAD with the Council via the online Planning Portal at <https://planningregister.planningssystemni.gov.uk/>. Parts 1-14 of the 'Affordable Housing Proposal Form and Checklist', see Appendix 2, should be completed by the applicant and uploaded onto the Planning Portal as 'additional information' at the relevant stage when applying for the PAD.
- 7.8 For the PAD meeting, applicants may also invite their RHA partner to attend. The Council may invite NIHE to provide written comment, (or attendance for more complex proposals), to provide advice on housing need and housing mix of the affordable units. It is in the applicant's interest to engage in the PAD process so as not to cause any unnecessary delays to the processing of a planning application. Advice given through the PAD will be without prejudice and current at the date of the PAD. The applicant should be aware that the advice might change, for example, if there is a subsequent change in housing need. NIHE written responses to PADs are valid for one year, after which updated advice should be sought.
- 7.9 In those exceptional circumstances, where an applicant envisages making a case for reduced or no affordable housing provision on grounds of viability, then they are encouraged to raise this during the PAD process, so that the evidence required to demonstrate viability issues can be agreed in advance.
- 7.10 Where the Council receives a Pre-Application Notice (PAN) for a housing scheme, a PAD process will be automatically opened to engage consultation with NIHE.
- 7.11 It should be noted, that if an applicant decides not to submit a completed 'Affordable Housing Proposal Form and Checklist' along with their planning application for a housing scheme of 40 units or greater, the application will be deemed 'invalid' and returned to the applicant, under the terms of the Development Management Validation Checklist.

## **8 What is required under the Affordable Housing Policy?**

- 8.1 Each proposal for housing within the Borough will be required to accord with the provisions of the Local Development Plan, unless exceptionally, other material considerations indicate otherwise. As a consequence applicants should be alive to the fact that all policies within the LDP should be read together as a whole, as there are many policy areas within the plan that may be relevant to a particular proposal for housing.
- 8.2 By way of one specific example, in addition to those policies for general and affordable housing, where a proposal is located within the boundary of a Conservation Area or may impact upon its setting, the provisions of policy DM

33: Conservation Areas will also apply. Accordingly the design of the proposal will be required to have due regard to enhancing the character and appearance of the conservation area where an opportunity to do so arises, or otherwise to preserve its character. The proposal will also be required to have due regard to SPG, in the form of the various conservation area design guides.

### **Threshold**

- 8.3 Policy DM 17 requires a proportion of affordable housing to be included on all sites where 40 housing units or greater are proposed. The policy requires, as a minimum, that 10% of these units are required to be provided as affordable housing.
- 8.4 The Council will be alert to and not supportive of proposals which seek to avoid the requirements of the policy, by being artificially sub-divided to be less than the 40-unit threshold, when they would otherwise be proposed as larger schemes above the threshold. The Council will consider site capacity of a proposal and whether it makes optimum use of the land available.
- 8.5 Sites can however be phased in a manner which meets the affordable housing requirements. Where a phased approach is advocated, this should be discussed with the Council from the outset to ensure that the affordable housing requirement can be delivered over the whole scheme, in a timely fashion. For large scale developments, where completion is to be expected over a significant number of years, it may be appropriate to include a review mechanism with a Section 76 agreement, which allows the parties to keep the delivery of affordable housing in the later stages of development under review.

### **Proportion**

- 8.6 Policy DM 17, when triggered by the threshold, requires a minimum of 10% of units to be provided as affordable housing. E.g. A 40 unit housing proposal = 4 affordable housing units to be provided.
- 8.7 Where 10% of the total number of units would result in a fraction of a unit, this should be rounded to the nearest whole unit, i.e. where the calculation would equate to 0.4 or less, this should be rounded down and where it would equate to 0.5 or more, it should be rounded up.

### **Design of Housing Schemes**

#### **General Design Considerations**

- 8.8 It is important to note that in most cases, affordable housing will be delivered as part of a wider mixed-tenure housing scheme and therefore applicants should consider general design considerations for housing. Particular attention is drawn to the Placemaking and Good Design section of the Plan Strategy and the requirement under policy SP 6: Placemaking and Good Design, to submit a 'Design and Access Statement'.
- 8.9 Applicants should also be aware of the general requirements in relation to housing schemes identified within policies DM 17.1 and DM 17.2, and Supplementary Planning Guidance in the form of 'Creating Places – Achieving

Quality in Residential Developments (DRD/DOE 2000), should be taken into account in drawing up development proposals.

### **Affordable Housing Design Considerations**

- 8.10 The design approach to a proposal under policy DM 17 should be a consideration from the outset and should be closely aligned with discussions with RHAs on the required mix of tenure, size and type of accommodation at an early stage.
- 8.11 Policy DM 17.4 requires that the affordable housing units should be distributed throughout the general housing layout of the proposal and not be easily distinguishable externally from the general housing element.
- 8.12 Consequently, in order for housing schemes to be fully integrated in terms of tenures, the first key design principle that should be applied, relates to the 'pepper-potting' or effective distribution of the affordable housing units within the overall housing scheme. The segregation or clustering of affordable housing units within housing layouts will generally not be supported by the Council.
- 8.13 The second key design principle, is that a 'tenure blind' approach should be applied to mixed tenure proposals. This means that the affordable element of the housing proposal, should not be visually distinctive nor be easily distinguishable by way of their general external design, materials or finishes, from the general market housing. Schemes which do not display this tenure blind approach will not be supported by the Council.
- 8.14 It is however acknowledged that for certain types of proposals, which for example propose affordable homes by way of apartment development within the general layout, that small clusters of affordable units may be more appropriate than pepper-potting, as this pattern supports more efficient management arrangements. In such circumstances, a tenure blind approach to design, materials and finishes is considered to be even more important.
- 8.15 The agreed layout should maximise residential amenity for all tenures and pepper-potting of affordable units is the best means to achieve this. Where clusters of affordable units are deemed to be appropriate, these should not occupy the least attractive parts of the site, for example those with the poorest aspects, or the furthest distance from amenities and services.

### **Design Standards**

- 8.16 Design standards in respect of social rented housing are contained within the Housing Association Design Guide, which is included within the Housing Association Guide<sup>2</sup>, maintained and published by DfC. Social rented housing development that is not purpose designed to the appropriate standards will likely mean RHAs are unable, or unwilling to take delivery of the housing units, increasing the likelihood of the development not complying with the relevant requirements. This is why a partnership approach to the delivery of affordable

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<sup>2</sup> <https://www.communities-ni.gov.uk/articles/housing-association-guide>

housing units between a developer and a RHA or other relevant operator is essential from the very outset.

- 8.17 Intermediate Housing for Sale should be designed in accordance with usual building regulation standards and the provisions of policy DM 17. Developers proposing Intermediate Housing for Rent should be aware of the DfC 'Homes for Intermediate Rent Design Standards'<sup>3</sup> which has been produced to outline expectations on the development and acquisition of properties to be offered as Intermediate Rent. Intermediate Rent homes developed with government funding are required to meet the design standards in the document, and homes delivered without funding are strongly encouraged to meet the standards outlined.

## 9 Delivery and Implementation

### Financing

- 9.1 Social rented housing is typically funded through a combination of DfC grant funding, which is administered by NIHE, and an RHAs own funding. This is controlled within financial parameters, set out by DfC under Total Cost Indicators (TCI), an 'all-in' forecast on unit costs. The grant is only payable to RHAs, who will acquire properties from the developer; therefore, the developer should discuss proposals, TCI levels and financing with an RHA, again from the very outset. Intermediate housing may be funded by private capital and loans, including loans from DfC such as Financial Transaction Capital.

### Viability

- 9.2 In those exceptional circumstances where the developer seeks to reduce or not comply with the affordable housing policy requirements of DM 17, due to viability concerns, as outlined above these matters should be raised during the PAD process with the Council and alternative solutions to the delivery of affordable housing discussed.
- 9.3 In such circumstances, the applicant must provide the Council with a full viability appraisal of the proposal submitted as part of the planning application, which should be carried out by a suitably qualified professional to ensure the statement is of a satisfactory standard and fully evidenced. It should be noted, that the viability appraisal may be made available to the public and published alongside the other documents which support the application. If a developer can achieve a minimum profit, normally 15% across the whole scheme, the affordable housing requirement will be considered financially viable.
- 9.4 Negotiations to reduce an affordable housing requirement will only be necessary where site circumstances will require exceptional or abnormal costs. However, the presence of these issues should reduce land value. The price

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<sup>3</sup> <https://www.communities-ni.gov.uk/sites/default/files/publications/communities/dfc-homes-for-intermediate-rent-design-standards.pdf>

paid for land will not be considered in the assessment of viability, rather land value will be the current value as independently calculated.

9.5 The assessment of viability can be carried out using an independent model. Although not exhaustive, this will typically include the following list of information:

- Developers/applicants development appraisal;
- All fees incurred;
- Development Sales Revenue and Unit Sales Prices;
- Build costs;
- All other costs;
- Gross Development Value;
- Profit;
- Costing of any developer contributions; and
- Any other issue considered relevant.

9.6 If it is determined that a proposal involving affordable housing is not viable, a reduced level or an alternative approach to delivering affordable housing requirements may be acceptable subject to the agreement of the Council.

### **Section 76 Planning Agreements**

9.7 Paragraph 7.40 of the Plan Strategy indicates that in exercising policy DM 17, that the provision of affordable housing may be secured by the developer entering into a planning agreement under Section 76 of the Planning Act (Northern Ireland) 2011. It will ultimately be a matter for the Council at the development management stage to decide in the exercise of its judgement which mechanism(s) are more appropriate on the facts of a particular case. Where a planning condition is used the Council may register it on the Statutory Charges Register of the Land Registry.

9.8 Where a Section 76 agreement is required, it is recognised that a number of possible methods exist for the delivery of the affordable housing, therefore clauses within the Section 76 Agreement will need to be tailored to reflect the proposed delivery methods, products used and circumstances in each case. To assist in the Section 76 process, the Council has developed a template for the most common approach, which is included within Appendix 3. Planning permission will not be issued until the final Section 76 agreement has been signed by all relevant parties.

9.9 There may be occasions where development is delivered over a number of phases, based on an agreed concept masterplan. In such circumstances, the Council will normally include specific triggers in the Section 76 agreement to ensure that the affordable housing will be delivered at key stages and will not be delivered significantly in advance of, or later than, market housing.

## Appendix 1: Process Guide

### Pre-Application Stage

1. If Policy DM17 Affordable Housing applies to the proposal, the applicant will ordinarily be required to provide an element of affordable housing.
2. From the feasibility stage of the design process, developers should:
  - Refer to the Antrim and Newtownabbey Borough Council LDP 2030 and any associated supplementary planning guidance in relation to housing policy and affordable housing requirements;
  - Refer to DfC 'Housing Association Design Guide' or 'Homes for Intermediate Rent Design Standards'.
  - Refer to NIHE 'Commissioning Prospectus' for detailed information on Affordable Housing requirement across the Borough.
3. If Policy DM 17 is applicable, the applicant should and are strongly encouraged to contact a Registered Housing Association to seek advice on the tenure, housing mix, design and costs of affordable housing for the specific location.
4. The applicant is very strongly recommended to contact Council for a PAD. NIHE can confirm at the PAD on the affordable housing need requirements.
5. Advice given by NIHE will be without prejudice and current at the date of the PAD. The applicant should be aware that advice might change, for example, if there is a change in housing need.
6. Parts 1-14 of the 'Affordable Housing Proposal Form and Checklist', see Appendix 2, should be completed by the applicant and submitted as 'additional information' with the online PAD request, to demonstrate that the affordable housing requirements have been complied with. This will also act as a checklist of requirements.

### Application Stage

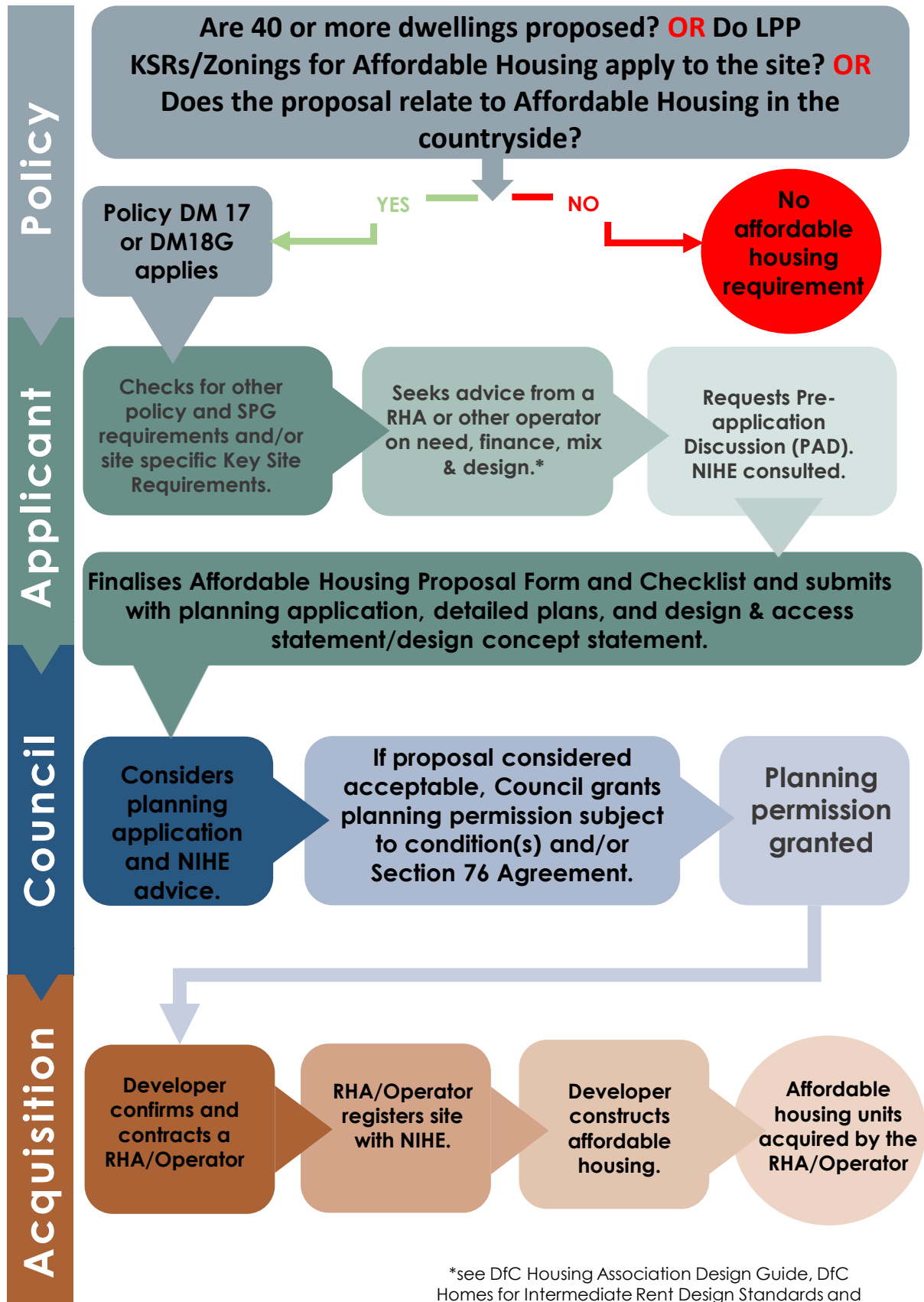
7. The developer has responsibility for the design of the development, and to ensure that the Antrim and Newtownabbey Borough Council LDP 2030 affordable housing requirements are met.
8. All parts of the 'Affordable Housing Proposal Form and Checklist', see Appendix 2, should be completed by the applicant to demonstrate compliance with the affordable housing requirement and submitted with the other application documents. This will also act as a checklist of requirements.
9. At planning application stage, the applicant should state how the proposal complies with the standards outlined at stage 2, within a design and access statement or concept plan. This should contain information including the number of proposed new homes, the dwelling size, location, mix and type (bedrooms/occupancy) belonging to each tenure.

10. Applicants should seek advice from a Registered Housing Association on the finance, design and delivery to meet the affordable housing requirement.
11. The location and design of all affordable dwellings must be shown on the plans submitted with a full or reserved matters planning application.
12. Council will consult NIHE on receipt of an application where affordable housing is proposed/required.
13. If there is a requirement for the provision of affordable housing, NIHE will confirm the need, numbers, and mix of units to be provided, in its consultation response.
14. The Council will determine the application taking into consideration NIHE and all other consultees' advice.
15. A Section 76 planning agreement should be signed or planning conditions requiring the development of the affordable housing units should be applied to all approvals.
16. The planning case officer may consult with NIHE over the content of a Section 76 planning agreement, if they consider it appropriate.

### **Acquisition**

17. The developer and the Registered Housing Association or other relevant operator will sign a sale/purchase agreement.
18. The developer will build the affordable housing units, as outlined within the planning agreement.
19. NIHE can only release the Housing Association Grant to a Registered Housing Association, not directly to a developer.
20. The Registered Housing Association or other relevant operator and the developer are advised to enter into a performance agreement to determine the timing of the delivery of the affordable housing units, the maintenance and management of communal areas and any associated service charges and structural warranties.
21. If the developer does not commence development of the affordable housing units within the statutory expiry period of the planning permission or does not complete the affordable housing units within a specified time agreed with a Registered Housing Association or other relevant operator, the developer will be developing at their own risk.

### Appendix 1: Process Flow Chart



## Appendix 2: Affordable Housing Proposal Form and Checklist

Affordable Housing Proposal Form and Checklist			
1	Name of Development		
2	Site Address/Location of development		
3	Affordable Housing Policy Reference		
4	Housing zoning reference, if applicable		
5	Planning policy numbers/proportion, if applicable		
6	Total number of dwellings proposed		
7	Site size		
8	Total number of affordable dwellings proposed		
9	Number of social housing dwellings proposed		
10	Number of intermediate dwellings for sale and/or rent proposed		
11	Drawing numbers of plans showing the location and designs of the affordable housing		
12	Breakdown of Social Housing Types		
	Size: Bedrooms/occupancy	Houses	Apartments
	1 bed/1 person		
	1 bed/2 persons		
	2 bed/2 persons		
	2 bed/3 persons		
	3 bed/3 persons		
	3 bed/4 persons		
	3 bed/ 5 persons		
	4 bed+		
	Wheelchair units		
13	Breakdown of Intermediate for Rent/for Sale Housing Types		
	Size: Bedrooms/occupancy	Houses	Apartments
	1 bed/1 person		
	1 bed/2 persons		
	2 bed/2 persons		
	2 bed/3 persons		
	3 bed/3 persons		
	3 bed/4 persons		
	3 bed/ 5 persons		
	4 bed+		

	Wheelchair units		
14	Discussions with Registered Housing Association/Other Operator		
	Name of RHA/Other Operator		
	Date of Meeting		
	RHA/Other Operator Officer		
	Outline of Discussion: (include any advice provided to RHA/Operator by NIHE):		
15	Discussion with Planning Authority (Please fill out this section if you have had initial PAD about affordable housing)		
	Name of Planning Officer		
	If discussion was through a PAD:		
	PAD Reference		
	Date of meeting		
	Name all attendees		
	Outline of discussion:		



**THIS DEED is made on the                      day of    2025**

**BETWEEN:**

**Antrim and Newtownabbey Borough Council** of Mossley Mill, Newtownabbey, BT36 5QA ('the Council');

AND

**XXXX** (Company registration number XXXX) whose registered office is at XXXX ('the Applicant').

**WHEREAS:**

- A. The Council is the planning authority for the purposes of the Planning Act (Northern Ireland) 2011 ("the Act") for the area in which the Site is situated as edged in red in the map at Annex 1 [map to be inserted]
- B. The Applicant is the owner of the Site as certified in the Certificates of Title free from encumbrances (Annex 2). (APPLICANTS SOLICITOR TO CONFIRM)
- C. The Applicant submitted a Planning Application (Annex 3) for permission and proposed to develop the Site [summary of the development to be inserted];
- D. The Site is located at XXXX on lands within the development limits [planning officers to complete].
- E. [planning officers to provide details of any relevant previous planning matters in relation to the site and details of any policy exemptions].
- F. Until the Council adopts its new Local Development Plan, most planning applications will continue to be assessed against the provisions of the extant adopted Development Plans for the Borough (the Belfast Urban Area Plan, the Carrickfergus Area Plan and the Antrim Area Plan) Account will also be taken of the Draft Newtownabbey Area Plan and its associated Interim Statement and the emerging provisions of the Belfast Metropolitan Area Plan (which has reverted to the Draft Plan Stage) together with relevant provisions of Planning Policy Statements (PPSs) which contain the main operational planning policies for the consideration of development proposals. The Strategic Planning Policy Statement for Northern Ireland (SPPS) published in September 2015 confirms that until such time as a Plan Strategy for the whole of the Council Area has been adopted the Council should continue to apply existing policy and guidance contained in retained PPSs and other relevant documents together with the provisions of the SPPS itself.
- G. [please provide the developers proposals relevant to this section 76 agreement]
- H. The planning obligations insofar as they relate to Section 76 of the Act on behalf of the Council and the Applicant in this Agreement are binding upon the Site.

**NOW THIS DEED** is made in pursuance of Section 76 of the Act and the covenants are covenants to which that Article applies.

**WITNESSES AS FOLLOWS:**

**DEFINITIONS**

**Act** – Planning Act (Northern Ireland) 2011;

**Applicant** – XXXX

**Site** – [details of the site to be provided]

**Certificate of Title** - the certificate of title annexed hereto (Annex 2) identifying the details of all of the estates in the Site as at the date of execution of this Deed;

**Certificate of Practical Completion** - confirmation from a duly authorised architect that the developed Properties, or any part thereof, is capable of being used for the purpose for which Planning Permission was granted;

**Commencement Notice** - a notice in writing to be served upon the Council by the Applicant notifying it of the Applicant's intention to carry out Commencement of Development, a copy of which is annexed to this Agreement at Annex 6. Such notice shall include confirmation of the date upon which Commencement of Development is expected to take place and shall contain the reference number for the Planning Application and confirm the clause of this Deed pursuant to which it is being given;

**Commencement of Development** - shall have the meaning given in Section 63 (2) of the Act save that for the purposes of this Deed none of the following operations shall constitute commencement:

- (1) Any archaeological or site investigations;
- (2) Works of excavation;
- (3) Demolition;
- (4) Site clearance;
- (5) Diversion of services and installation of services for construction purposes only;
- (6) Site or soil investigations;
- (7) Remedial action in respect of any contamination;
- (8) Interim landscaping works;
- (9) Provision of construction access; and
- (10) Noise attenuation works for the erection of hoardings and fences.

**Completion** - the completion of the Development of the Site as evidenced by a Certificate of Practical Completion provided by the Applicant if reasonably requested by the Council and the issue of building control completion certificates relating to the Site and a copy being provided by the Applicant of their architect's practical completion certificate;

**Development of Application Site** – [details of the development to be inserted]

**Interest** - interest at 2% above the base lending rate of the Bank of England from time to time;

**Parties** - the Applicant, the Council;

**Planning Agreement** – means an agreement under section 76 of the Act;

**Planning Application** – planning application number and details.

**Planning Permission** - the Planning Permission granted by the Council in respect of the Planning Application;

**Properties** – means the individual residential units built in accordance with the Planning Application approved by the Planning Committee and subsequent approvals;

**Sale** - the sale, assignment or disposition of the Application Site, Secondary Application Site or any of the Properties;

**Working Day** - any day which is not a Saturday, Sunday, bank holiday or public holiday in Northern Ireland.

## INTERPRETATION

1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations, authorities, firms or other such bodies including incorporated sporting clubs and associations and all such words shall be construed interchangeable in that manner.
4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally and against each individually unless there is an express provision otherwise.
5. Any reference to an Act of Parliament or Order in Council shall include any modification, extension or re-enactment of that Act or order for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or Order or deriving validity from it.
6. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
7. Words denoting any obligation on any party to do any act, matter or thing include an obligation to procure that it be done and words placing any party under a restriction include an obligation not to permit or allow infringement of the restriction.

**LEGAL BASIS**

8. The Deed is made pursuant to Section 76 of the Act and is a Planning Agreement for the purposes of that section.
9. Insofar as any of the covenants contained in this Deed are not planning conditions within the meaning of the Act they are entered into freely by the Applicant and by the Council pursuant to Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers.
10. The Council is the local authority by which the covenants, restrictions and requirements imposed upon the Applicant under this Deed are enforceable or any successor.
11. The Parties agree that nothing in this Deed constitutes a Planning Permission or an obligation by the Council to grant Planning Permission and further agree that nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.
12. The Parties agree this Deed is enforceable against the persons entering into the Deed and against any person deriving title from that person.

**CONDITIONALITY**

13. Except for the provisions of Clause 33 (Jurisdiction) and 34 (Delivery), all obligations contained within this Deed shall come into effect once this Agreement is executed.
14. The obligations under this Agreement are inextricably linked to the obligations under the Planning Permission granted.
15. These obligations continue unless discharged or modified under Section 77 of the Act.

**THE COVENANTS**

16. The Applicant covenants with The Council:
  - (1) to observe and perform the obligations set out in the First Schedule on behalf of itself and its successors in title and all persons claiming under or through him or them and so as to bind each and every part of the Site;
  - (2) not to commence Development before the service of the Commencement Notice.
17. The Council covenants with the Applicant:
  - (1) to observe and perform the obligations set out in the Second Schedule on behalf of itself and its successors in title.

## MISCELLANEOUS

18. This Deed is registrable as a statutory charge in accordance with Section 76 and Section 245 of the Act and shall be registered as a charge on the land by the Council who will register this within a reasonable period following the execution of this Deed.
19. Where the agreement, approval, consent or expression of satisfaction is required by the Applicant from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
20. Any notice or other communication to be given under this Deed must be in writing and must be delivered by hand or sent by pre-paid first-class post or other next Working Day delivery service.
21. Any notice or other communication to be given under this Deed must be sent to the relevant party as follows and in accordance with the provisions of Clause 20:
  - (1) to the Council at Antrim Civic Centre, 50 Stiles Way, BT41 2UB, marked for the attention of the Head of Legal Services;
  - (2) to the Applicant at **xxx** marked for the attention of the development manager or as otherwise specified by the relevant party by notice in writing to each other party.
22. Any notice or other communication given in accordance with this Deed will be deemed to have been received:
  - (1) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day.
  - (2) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
23. On the written request of the Applicant at any time after each or all of the obligations contained in Schedule 1 have been satisfactorily performed or otherwise discharged the Council will within 14 working days issue a written confirmation of such performance or discharge under Section 77 of the Act.
24. On the written request of the Applicant at any time after each or all of the obligations contained in Schedule 1 have been satisfactorily performed or otherwise discharged of (and subject to all parties meeting their own proper costs) the Council will within 14 Working Days lodge the appropriate application to cancel all entries made in the statutory charge register in respect of this Deed and

furnish a copy of this application and the discharge to the Applicant or their successors or assigns and to their nominated solicitors.

25. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or is modified by any statutory procedure or expires prior to the Commencement of Development.
26. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
27. Nothing contained in this Deed shall prejudice the discharge by the Council of their powers, duties or functions as may be conferred by statute or common law.
28. The Parties will meet their legal costs incurred in respect of this Deed.
29. Unless otherwise specified no provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

#### **WAIVER**

30. No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

#### **INTEREST**

31. If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment calculated on a daily basis and to be compounded at monthly rests, as well as before judgment.

#### **VAT**

32. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

#### **JURISDICTION**

33. Deed is governed by and interpreted in accordance with the law of Northern Ireland.

#### **DELIVERY**

34. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

#### **VALIDITY**

35. If any clause in this Deed is found to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of the Deed.

**IN WITNESS** whereof the parties have executed this agreement as a Deed under seal as hereinafter appears the day and year first herein written.

PRESENT when the CORPORATE SEAL )  
of the Council was affixed hereto )  
in the presence of : - )  
) )  
) )  
\_\_\_\_\_) )  
Mayor ) )  
) )  
) )  
) )  
\_\_\_\_\_) )  
Chief Executive ) )  
) )

Executed as a Deed under seal by  
in XXXX  
presence of:- )

) )  
) ) .....  
.....) )  
Witness Name (Solicitor) ) )  
) )  
.....) )  
Witness Signature ) )  
) )  
.....) )  
.....) )  
.....) )  
Witness Address ) )

**FIRST SCHEDULE****Covenants by the Applicant****The Applicant hereby covenants with the Council as follows:**

- (1) To develop the Application Site in accordance with the provisions of the Planning Permission granted.
- (2) To comply with the Policy Exemption Statement, Document xx, date stamped xxxx (Annex 4).
- (3) To give the Council written notice within a reasonable time of any change in ownership of any of its interests in the Site or the Properties (in accordance with any disposal contained under Article 13 of the Housing (Northern Ireland) Order 1992 such notice to give details of the transferee's full name and registered office (if a company or usual address if not), together with details of the nature and extent of the interest disposed of.

## SECOND SCHEDULE

### Covenants by the Council

**The Council hereby covenants with the Applicant and as follows:**

- (1) To lend all reasonable assistance to the Applicant in discharging their obligations in the First Schedule.
- (2) To vary or discharge any of the obligations under the First Schedule if so required promptly and without unreasonably withholding or delaying consent under Section 77 of the Act.

## **Annex 1**

### **Map - Site**

**Annex 2**  
**Certificate of Title – Site**

**Address of Property**

**Annex 3**  
**Planning Application**

## **Annex 4**

### **Planning Exemption Statement**

## **Annex 5 Commencement Notice**

**TO:**

Paul Casey BL  
Borough Lawyer & Head of Legal Services  
Antrim and Newtownabbey Borough Council  
Antrim Civic Centre  
50 Stiles Way  
BT41 2UB

The Agreement: the section 76 Agreement dated \_\_\_\_\_ and made between Antrim and Newtownabbey Borough Council and XXXXXX.

AND WHEREAS this is a Commencement Notice pursuant to the above mentioned section 76 Agreement confirming the Applicant's intention to commence works at the Commencement of the Development.

The Commencement of the Development is expected to take place on \_\_\_\_\_ and this Commencement Notice is served pursuant to clause 17 of the above noted section 76 Agreement pursuant to planning permission [planning application reference].

**Signed by** \_\_\_\_\_  
**For and on behalf**  
**of XXXX**

**Receipt acknowledged** \_\_\_\_\_  
**For and on behalf of**  
**Antrim & Newtownabbey**  
**Borough Council**

## Appendix 4: Contact Details

### **Antrim and Newtownabbey Borough Council**

Planning Section

Mossley Mill

Newtownabbey

BT36 5QA

Phone: 0300 123 6677

Email: [planning@antrimandnewtownabbey.gov.uk](mailto:planning@antrimandnewtownabbey.gov.uk)

### **Northern Ireland Federation of Housing Associations**

6c Citylink Business Park

Albert Street

Belfast

BT12 4HQ

<https://nifha.org/>

Phone: 028 9023 0446

Email: [info@nifha.org](mailto:info@nifha.org)

### **Northern Ireland Housing Executive**

Regional Place Shaping Team: North

59-71 Mount St

Ballymena

BT43 6BP

Phone: 03448 920 900



**Antrim and  
Newtownabbey**  
BOROUGH COUNCIL

**Mossley Mill  
Carnmoney Road North,  
Newtownabbey  
BT36 5QA**

**Antrim Civic Centre  
50 Stiles Way,  
Antrim,  
BT41 2UB**