

CoHousing for Stages of an Aging Britain

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Abstract: The use of diverse types of common interest or intentional communities has burgeoned over the past quarter century both in North America and in Europe, but especially in Scandinavia and the Netherlands. This paper will examine aspects of the particular legal environment for a nascent but growing CoHousing movement within the UK. Features of associated ownership, limitations on individuals' land use through mutually binding contractual mechanisms and frameworks of positive mutual duties that characterise the legal documents used by or having potential utility for two different British CoHousing communities will be explored. The potential that emerging and adapted legal models of co-housing have for addressing issues arising from the housing and care needs of older people, especially older women and the attraction of CoHousing to families with children, will be discussed. Some potential future legal issues for UK CoHousing will be identified and its contribution to sustainable communities will be evaluated.

Introduction

The term 'CoHousing' covers a great variety of 'intentional' community developments conceived by differently motivated groups of people. (Field, 2004) In its "effort to resolve competing desires for inclusively of community and exclusivity of privacy," (Fenster, 1999) CoHousing seeks to occupy a middle section within which there exists further differentiation based on motivations, purposes, recreational interests, age-related and social and financial characteristics of those who create and live in CoHousing communities. Modern CoHousing practice, began in Denmark and the Netherlands, where it is now well established. (Scotthanson & Scotthanson, 2005) The Danish and Netherlands model are particularly likely to provide self-started and self-designed living arrangements for older people. (Brenton, 1998) By far the largest and most varied number of CoHousing communities are, however, now in the United States, where, again, there is a growing pattern of communities specifically designed for 'seniors'. (Choi, 2004; Williams, 2005) British CoHousing communities, while able to claim as historically important ideological predecessors the late-Victorian garden cities and model towns, and to show a close relation to the well-established public or semi-public co-operative housing form, have, by contrast, only begun to become established in the last decade or so. There is significant energy and momentum in UK CoHousing currently. Government departments and financial institutions have become actively involved. The website of the British CoHousing Community (www.CoHousing.org.uk) lists six fully established communities and

thirteen planned or starting. They are both varied in character and geographically spread.

This paper will examine some significant legal and social characteristics of two quite different British CoHousing communities, one existing and the other currently being planned. The first to be studied is the Community Project, established in the 1990s in rural East Sussex, in the southeast of England, populated by owner-occupiers, predominantly couples in their 30s to 50s raising children. The second is the Older Womens' CoHousing group ["OWCH"], a London-based group of older women who plan a mixed tenure urban or suburban community. The discussion will identify legal issues that are required to be addressed by CoHousing communities within the particular economic and legal context of the United Kingdom. In this regard, the fitness of some aspects of the legal forms that these two communities have adopted (or propose to adopt) will be analysed.

The relative slowness of Britons to take up CoHousing as a mainstream form and the reasons and prospects for a current increased interest will also be considered. It will be argued that, as has been the case elsewhere in Europe and North America, CoHousing has potential to contribute both to healthy and socially beneficial environments for families raising children and to the well-being of part of an aging Britain.

A Description of CoHousing Design

Whether newly built or adapted from existing residential, commercial or public buildings, CoHousing schemes are physically characterised by a combination of private family or individual accommodation and shared communal areas and facilities. Often the shared facilities are centrally positioned, and the whole of the land upon which the CoHousing is situated may be shared. Generally, parking areas are on the periphery. Kitchens, sitting rooms and porches or balconies are positioned to overlook shared spaces and pedestrian walkways linking private and shared areas are intentionally configured so as to increase both visibility and the frequency of social interaction. The size of CoHousing communities varies but deliberate limitation of physical size and total population to the extent thought necessary to foster and support a sense of community and shared enterprise is the key aspect of what has been called a 'CoHousing dynamic.' (Field, 2004)

The extent and variety of the shared facilities of CoHousing communities depend on a number of factors, including space, cost and the priorities of the people living there, often dictated by age, interests, and so forth. Shared communal cooking facilities are frequent, though it is by no means a mandatory characteristic that CoHousing communities share meals regularly. Child-care, entertainment areas, laundries, business equipment and premises, woodworking and craft-making areas are sometimes provided. The linking of the buildings in CoHousing communities frequently provides an opportunity to maximise shared systems in order to reduce costs, to decrease environmental impact or to increase the quality of service. Thus, new-built schemes (such as the Springhill CoHousing group near Stroud) or renovated schemes have shared heating systems, environmentally managed water systems, gardens and intranet facilities.

Organisational framework

What distinguishes CoHousing in terms of conceptual and organisational framework is that it is *conceived, initiated and, entirely or predominantly, controlled* by those who reside in it. (Fromm, 1991) While other types of group housing or, perhaps more accurately 'home grouping', involve aspects of group initiation and control, for CoHousing the combination of a high degree of privacy and ownership rights over residential areas with a generally equally shared decision-making responsibility for and control over the function of common areas that rests exclusively or substantially with the neighbourhood's households, are essential. The extent of a consensus-based process of community decision-making and dispute resolution as well as controls on membership and restrictions on alienation of interests in private units are other main hallmarks of CoHousing.

The Community Project

What is now The Community Project in Laughton, East Sussex, began in the early 1990s amongst a small number of 'middleclass' friends in North London. They started to think seriously about how a greater sense of community could be sustained and how, for some, a better context in which to raise children could be found, by pooling the values of their houses and sharing responsibilities, yet sacrificing neither a high degree of autonomy in their lives as individuals, couples or families nor long-term individual financial security tied to housing equity. The project took form in 1997 with the purchase of a cluster of disused hospital buildings set in over twenty acres of countryside. Most residential units are three to five bedroom houses and there are also a few flats and newly built dwellings that have been constructed with sensitivity to the environment. Most residences are arranged in groups of terraces around open courtyards that look onto a road leading to an extensive common house and miscellaneous out buildings. There are shared, environmentally sound sources of heating and water, gardens, woods, a pond, fields and even a paddock for horses.

Plans for OWCH

This group is currently in the development phase, having made an offer on a site in Wembley, North London. (See the OWCH website at www.owch.org.uk.) The plan is for a mixture of 25 single and shared ownership units and low cost rental units for those eligible for social housing. (There may also be part tenancies shared between the resident and the company.) Facilities will include a common room and guest accommodation. The ambition of the group is to create a number of such CoHousing communities throughout London with a network of mutual social support operating amongst them.

Two main features distinguish OWCH from CoHousing groups like the Community Project. Residence is limited to women over 50 and the project is geared to accommodate a social housing element. The group has been the subject of study over several years by academic sociologists and housing experts whose work was supported by the Housing Corporation. (Pickering et al., 2004)

Legal need in the formation stage

A legal and organisational framework able to achieve the typical aims of CoHousing communities needs to be considered in relation to the provision of key rights and obligations of the individual participants and of the group. The legal needs of the initial or founding group are, however, different from those of the established group

into which they may evolve. The key issue in the initiation and development stage of a CoHousing community is:

- The need to form a recognisable identity that can command credibility within the market for real property, act quickly, borrow money and present a persuasive and coherent voice to relevant governmental agencies, such as planning authorities.

The financial risk and security needs of individuals or families in the group need to be addressed from the outset and balanced against the needs of the group as an entity.

The various benefits of a number of other UK organisational models, such as trusts, partnerships, land trusts (Hand, 2006) (see also, www.communitylandtrst.org.uk) and full co-operatives have been explored in some measure by some UK CoHousing groups. It is possible also that both the Common Interest Company (see the *Companies (Audit Investigations and Community Enterprise) Act 2004*) and the Commonhold (see the *Commonhold and Leasehold Reform Act 2002*), two forms that have very recently been introduced by statute to UK property law have potential to fulfil some of the purposes of CoHousing, probably as adjuncts to other entity forms. However, as is the case for both the Community Project and OWCH, most recent UK schemes that have been recently established and which are viewed as successful or viable, have, whether initially or eventually, adopted a company form, either a company limited by shares, or by guarantee. (Scott-Hunt, forthcoming) The reasons are easily identifiable. A company has legal personality and its structure is well recognised by established entities within the housing market, such as lenders and governmental agencies, building contractors and professional advisors, with which the initiating group will need to deal. It is a form that can accommodate differing and often flexible levels of individual financial commitment and, importantly, it carries limited liability. The process of formal registration as a company is usually unproblematic, involving the filing of the company's Memorandum of Association with Companies House and the payment of appropriate fees.

There appears to be a preference amongst UK-based cohousers for the company limited by guarantee over the company limited by share. It has been suggested that this arises from the compatibility of the former form with the 'egalitarian' principles that strongly influence the motivations of CoHousing scheme initiators and that the benefits of the form rightly make it a "benchmark against which other legal frameworks could be evaluated." (Field, 2004; p.105) Directors of a company limited by guarantee can derive no personal financial benefit; the company is established for 'community benefit.' Mutual aid is, of course, a key principle of the cooperative form as well, but the process of incorporation and registration is arguably simpler because of the well-established and modernised administrative and statutory framework for company law. (See the *Companies Act 1985* as amended by the *Companies Act 1989*.) The liability of directors is limited to the usually nominal value of shares but they remain responsible for the 'formal effects of the company.' The registration fee that is payable may be reduced in some circumstances. (Where versions of certain model rules are used, for instance.) The company must agree and adopt a memorandum and articles of association. In combination with the contracts and agreements mutually entered into between and amongst the members of the group and company, these define the responsibilities of members in relation to the scheme. Importantly, they will need, not only to set out a general statement of the initiating members' aims and objectives, but also to describe the legal basis of the group

entity's formal ownership of common facilities and create a structure for decision-making.

Entity formation

The Community Project's initial funding came from private loans of various amounts from a nucleus group who used their savings or mortgaged or sold their homes. The members of this group set up as a company limited by guarantee and entered into a deed that set out a detailed scheme for sharing risk, calculating interest and providing formulae for loans and interest thereon to be set against the acquisition costs of individual units as determined by independent valuation. All leaseholders became directors of the company. All residents, including non-leaseholders, are members, with prospective residents given associate membership.

The Memorandum and Articles of Association adopted by the Community Project (which were drafted by Malcolm Lynch Solicitors and ICOM, the Industrial Common Ownership Movement Limited, Leeds, England) are absolutely standard documents with the Memorandum broadly defining the company objects and limiting liability to one pound. Objects include power to "acquire and provide housing and communal facilities for the benefit of the Company's members through the provision of individual dwelling units on a purchased leasehold basis and the maintenance and management of common areas and facilities." Other than in this clause, there is virtually no clue to the CoHousing nature of the association; there are standard powers to carry on any advantageous trade or business, to purchase any type of property, to borrow, mortgage, lend, invest, and so on, and the company can enter into a variety of partnership arrangements.

As stated previously, like the Community Project, OWCH have incorporated as a company limited by guarantee and ownership will be by means of conventional leases. However, OWCH will operate in partnership with an existing housing association, Housing For Women – a registered social landlord eligible for social housing grant that will be a member and will own the lease of the rented flats. (See www.h4w.org.uk) It is possible that the company, which will be called the CoHousing 'Society', will convert to a cooperative at some point following full occupancy, but it may be decided that this will impose a too burdensome regulatory regime. Extensive work has been done on a package of legal documents for OWCH as a case study. These include a membership agreement, a purchase agreement and a standard lease. There will be a development agreement as well as agreements between the housing association landlord and member tenants of rented units as well as a standard company Memorandum and Articles. Members will pay a deposit to the CoHousing company, funds will be advanced by the housing association and a commercial loan will be sought. The development agreement will provide for the sale of units to the CoHousing company by the developer within a set period backed up by loss of deposits and a penalty for failure to purchase, with a right of the developer to sell unclaimed units on the open market.

The Community Project has clearly been successful in adapting the UK company limited by guarantee form to the purposes of CoHousing, or at least, their experience has been unproblematic in relation to the use of this entity. They were able to use the form to deal efficiently with planning authorities and to negotiate with lenders. On the other hand, there was a good bit of luck in terms of the timing of the project

finance stage. As it happened, the needs of the project for injections of capital contributions from members was not significantly hampered by delays in members being able to sell their previous homes. Thus, whilst more than one family had temporarily to survive a wet winter in a caravan on the site, there was never a need for the company to draw on contingency funds. Nor were there a need ever to enforce the provisions relating to financial risk allocation between and amongst members which were contained in the set of documents with which the project became established as an entity. OWCH, on the other hand, not only is planning an urban project for which appropriate sites will be restricted, but, as a group seeking a mixed-tenure arrangement, they have less overall financial liquidity. By definition OWCH members are dependent on their partnership with a housing association as developer and will in all likelihood have to seek a commercial loan. The unavoidable risk of this arrangement to OWCH members is that the inability of a significant number of would-be residents to purchase at the right time will quickly lead to the unravelling of the mutual relationship, since the housing association, can only be persuaded to come into the project on the basis of an ultimate ability to sell units privately and free of any enforceable CoHousing terms. These potential problems, however, arise from economic conditions within which the CoHousing organisation must operate and not from the inadequacy of the company limited by guarantee form which it chooses to employ. As OWCH is the first ever truly mixed tenure scheme for the UK, it will be interesting to see, in particular, whether it will need to and will be able to find a commercial lender.

Legal needs in the established stage

When the project is built or the refurbishment is complete, the priority legal and organisational needs of CoHousing generally shift into those concerned with governance and mutual rights and obligations both between and amongst participants and between participants and the group. The core legal objects will include:

- A workable expression of owner-occupation rights over the interior of residential units and shared rights over the common parts;
- A mechanism for sale, disposal and encumbrance of equitable interest in the residential units that is consistent with the aims of the CoHousing community but which keeps restrictions on transferring interest in housing tenure to a minimum; and
- Residents' equal commitment to and participatory control of the management of common areas and facilities.

The lease is the means for defining owner-occupation rights over the interior of residential units and shared rights over the common parts and does so by setting covenants of the occupier and of the company. Essentially, as in a standard lease, the inside surfaces of the units and the window glass is part of the lease and the structure and utilities conduits (those “not solely for the purpose of one unit”), as well as the surrounding land, roads, entrances and facilities, are owned by the company. The company as landlord is owed ground rent, has rights of access, to serve repair notices and to approve alterations and to levee a service charge linked to an indexed measure of inflation, while the leaseholder has rights to peaceable enjoyment, reinstatement out of insurance proceeds and maintenance of the reserved (common) parts. The company covenants to supply heat and water is environmentally managed from communal facilities.

Most of the OWCH lease is standard, dealing with such things as ground rent, service charges and access for repairs. The lessor covenants to consult the lessee on changes in the landlord's management policies and performance. Clauses notable in defining the CoHousing aspects of the project include a lessee's covenant to remain a member of the CoHousing company with resignation or expulsion automatically leading to the offer of the unit back to the lessor. In other words, an expelled member, for example, is treated as having proposed to sell under the mechanism set out in the lease. Incumbrance is allowed with notice to the company but sub-letting is restricted to someone who has previously become a member by signing the membership agreement.

The Community Project lease contains provisions that control sale, disposal and encumbrance of legal and equitable interest in the residential units. The company covenants not to grant leases of units not in substantially similar terms – again, a standard term. To this is added a detailed schedule on restrictions of dealings. There is a mechanism for independent evaluation of the unit to be sold based on an 'agreed consideration' of the lease at a price that takes into account the open market price but "disregarding the effect on valuation of the existence of the community comprising the occupiers of the Units" and ignoring the restriction on assignment as well as any incumbrances created by the occupier. The company has a period of three months from receipt of an independent valuation to find a 'nominee' buyer who is approved as 'suitable' in being willing to subscribe to the principles of and participate in the community. The company has a right to nominate up to three nominee buyers. Failing completion by a nominee of the company, the leaseholder is free to find his own buyer, provided that the agreed price does not exceed the independent valuation amount.

There is no prohibition of subletting, but lessees must be approved by the company and the length of the sub-leases is limited to a period of five years within any ten-year period. Where a lease is devolved by way of intestacy or will, the company cannot refuse membership to the person to whom it is devolved provided such person agrees to a direct covenant to "pay rent and perform and observe the covenants of [the] lease." Where a mortgagee exercises a power of sale the company does have a right to approve membership of a buyer but cannot "unreasonably or capriciously refuse membership to a prospective assignee from such Mortgagee who is shown likely to be a respectable and responsible tenant."

The restrictions on alienation in the OWCH lease adopt a different mechanism than that in the Community Project lease, but the effect is much the same. OWCH leaseholders are required to offer to assign the lease of the unit back to the company, or as the company directs. The offer must be at a "fair market price" to be stated by the leaseholder, who is also to state proposed terms of the contract of assignment. The Society then can agree or dispute the price and the terms and make counter offers. There is a strict timetable for this negotiation process and there are rules affecting the sending of communications and the effect of non-response. There is provision for the nomination of a qualified arbitrator to decide disputes on price and terms. Where there is no agreement on the appointment of the arbitrator, there will be outside appointment. Where the CoHousing society cannot afford to buy back the lease, they must allow it to be sold on the open market "with removal of the special CoHousing

term.” This ensures a degree of certainty and security to leaseholders and, in the final analysis, if the CoHousing company is unable to find members and thus cannot continue to exist, it may decide to convert into an ordinary leaseholders’ company.

Residents’ equal commitment to and participatory control of the management of common areas and facilities of the Community Project is provided mainly through the Articles of Association. All members (leaseholders, whether joint or single, and renting residents) have an equal vote and are alike entitled to notice of meetings. There are provisions for loss of membership: when a member resigns; dies; ceases to be eligible to be a company director by reason of bankruptcy or otherwise; ceases to meet the qualification of leaseholder or resident; or is expelled. (Expulsion is initially by consensus and thereafter by majority.)

There is an effort to minimise the number of meeting and to make the provisions for notification and convening uncomplicated. The governing principle of decision-making is consensus for the usual on-going business of the community: generally meeting must “endeavour to arrive at a decision by consensus, by which is meant that all those present and entitled to vote (in person or by proxy) are in agreement with the proposal or agree not to maintain an objection to it.” If consensus fails, the first step is to defer the meeting and to try again for consensus, but after this the matter is put to the vote and decided by simple majority. There are, however, in respect of particular types of decisions, provisions for ‘special’ and ‘elective’ resolutions to be made by a super-majority (three quarters) and a unanimous vote, respectively. Special resolutions cover alteration to the Memorandum and Articles, winding up, and other matters mandated by statute. Elective resolutions include those dispensing with annual General Meetings, laying of accounts and reports and appointment of auditors. There are provisions for quorums and voting is usually by show of hand but may be secret in some circumstances. There is delegation of some business to temporary committees or individuals but the Board of Directors is coextensive with the membership and there is a permanent or occasionally temporary chairperson.

Making decisions by consensus is “fundamental to the way [the Community Project] operates.(Field, 2004; p.32) While it can be difficult and frustrating, the Community Project remains committed to consensus, instead of forms of majority-based democracy, on the grounds that consensus is more likely to avoid marginalizing members. Remarkably, to date, the Community Project of Laughton, East Sussex, has never had to go to a vote.

The OWCH membership agreement is a separate document between each member and the ‘Society.’ The requirement limiting membership to women does not contravene the *Equal Opportunities Act* because a private non-profit body is permitted to discriminate on the grounds of gender. However, subsequent dealings by member-leaseholders could indirectly discriminate by limiting transfer. For this reason, the resale provision requires transfer back to the Society, which can then resell under the exemption granting a benefit from a private society.

It is in the membership agreement that the CoHousing nature of the project is most obviously expressed. Members undertake to “promote a combined private and communal life as an intentional community based on specific principles of CoHousing communities.” In addition, principles for the interpretation of all the

agreements between the members and the society (i.e. the lease, as well) include not only the principle that an occupant must be a member but also that “the successful working of a CoHousing community demands mutual acceptance of responsibilities, obligations and duties that go beyond the ordinary requirements of behaviour as a good neighbour in ordinary residential accommodation.” All members are directors but there is a management committee that appears to have quite extensive powers to create further rules, regulations and ‘policies.’ Members promise to attend general meetings or seek permission for absence, to undertake a fair share of the administrative and other work involved in running the organisation, to carry out obligations in respect of the common facilities (such as are reasonably required by the management committee). Certain matters, including change in the terms of the membership agreement require a vote of three quarters of members, but there is no detailed consensus making system described by the project documentation. Altogether, the framework requires considerable ‘participation’ by members and members have to accept that failure to observe the terms of the membership agreement can lead to expulsion with expulsion leading to a presumed offer to sell the lease.

Evaluation of legal issues in relation to governance

It is possible that the imaginative adaptation of the company limited by guarantee by the Community Project, OWCH and other existing and proposed UK communities is fully sufficient to achieve the governance purposes of co-housing. CoHousing movement in North America has successfully proceeded by adopting, adapting and modifying established forms of legal framework and not by creating new ones. Conventional common intention forms have in this way been successfully “reconfigured” as neighbourhoods characterised by more participatory democracy.(Fenster, 1999)

However, the newness of the UK CoHousing movement requires consideration of the possibility that the CoHousing framework can unravel – become de-mutualised. UK CoHousing forms have never been tested in the courts. Issues such as the enforceability of expulsion from the CoHousing company, the availability of appeals against expulsion, the effects of bankruptcy of a member, the effects of family breakdown on owner-membership and whether a CoHousing entity can prevent a member from selling up to someone who does not subscribe to the community value, are all, at some unknown future point, very likely to need to be resolved by the courts. Not only will it be interesting to see how the ‘next generation’ of cohousers respond to their experience of growing up in these communities, but it will be interesting to see whether the legal frameworks adopted prove effective and workable both in relation to governance and in respect of their restrictions on alienation, when it comes to dealing more frequently with the effects of inheritance.

Why is CoHousing now increasing in the UK?

As in other parts of the world, the main reasons for the CoHousing ‘movement’ in the UK have to do with a perceived inability of established forms of housing development and redevelopment to provide a desired balance between the independence, privacy and flexible financial security, on the one hand, and connection, social contact and the financial advantages of combining housing capital, on the other hand. There is, of course, a supposed cultural preference for independence and privacy (or stereotypical social ‘reserve’) amongst Britons which may have contributed to a less developed

CoHousing sector. Britons' home-ownership rate is significantly higher than elsewhere in Europe and there are more people living alone. The 1980's Conservative government's encouragement of home ownership through taxation, curtailment of new 'social' housing and the selling off of council housing to tenants certainly play into the notion that individual home ownership is or has been for decades positively encouraged as a social norm in a way that has been less true in Continental Europe or the Scandinavian countries. Yet, economic factors, perhaps in combination with historical cultural attitudes, more persuasively account for Britons' relative slowness to take up CoHousing. High values and land scarcity, especially for urban development and redevelopment, are undoubtedly a contributing factor. This has been the experience of the OWCH group, which has searched for much of a decade for a suitable suburban-London site, only to be thwarted by private developers (and, sometimes, unhelpful planning authorities). The Community Project's search for a rural site was frequently similarly frustrated.

Why, however, have CoHousing communities recently (in the last decade or more) begun to be conceived and established in Britain more frequently and, it appears, with more permanency and sustainability? Perhaps high real estate values and land scarcity, also hold the clue to this. The combination of high housing values and higher life expectancy amongst a large post-war generation of Britons currently reaching retirement, provides opportunities for CoHousing ventures in the UK that did not previously exist. A majority of this population are women, a larger number are divorced and they remain likely to be predeceased by male partners. This generation of retired women will have had greater experience of independent living and of communal living as well as of the labour market. The OWCH project can be seen as one response of older women to established retirement housing models. Their different life-experience, increased longevity and financial muscle may well support a rejection of traditional 'paternalistic' (Brenton, 1998; p57) housing provision in favour of self-help and mutual aid models. Growth in housing values, even relatively modest growth, if combined with others' may enable them to take charge of and change the nature of their retirement to a life-style that expresses deliberate choice, rather than passive default, which thereby supports the autonomy and dignity and thus ultimately augurs greater sustainability.

At the other end of the age spectrum, urban dwelling parents of young children, whether rationally or not, appear strongly to believe that it is less safe for children to play unsupervised outside, even in the neighbourhood park than it was in their own childhoods. Although family sizes in Britain have shrunk as they have elsewhere in Europe, even with a two-income family, the cost of childcare can eat up most of one adult's income. In parallel, the development of information and communications technology has rapidly increased the number of what would formerly have been urban-based educated professional commuter workers who are able to work from their homes. In combination with the significant capital appreciation of housing, all of these factors may have contributed to the increased interest in CoHousing by middle-class refugees from urban areas attracted to an environment where children are protected from traffic, and have access to open spaces that are often in direct view of a community of known and 'vetted' adults in whose interest it is to provide mutual support.

Are expansion and public support in the wider public interest, as CoHousers claim? Private domestic sector housing development has often had a negative environmental and social impact. High urban property values, land scarcity and high living costs increasingly force aging Britons to see their housing equity as a retirement resource, which nonetheless can trap them in neighbourhoods that lack cohesion and mutual social support. In respect of projects like OWCH that are modelled on the considerable experience of Danish and Dutch CoHousing for older people there is a powerful argument that CoHousing can, by combating isolation, greatly increase the general health, well being and longevity of residents, thus reducing the cost to the public of social care and the pain, anxiety, loneliness and sorrow of individuals. (Brenton, 1998; Croucher, et al, 2006) The rise in the proportion of the elderly, especially women, will, in most western countries, be this century's defining demographic trend and may determine the of politics as well as of economic growth. (Carncross, 2004)

In relation to CoHousing for younger people, including families, it has to be acknowledged that the consequence of self-selection that is inherent in CoHousing is likely to operate as economic exclusion in many instances. Some UK CoHousing communities have consciously adopted measures intended to militate against such exclusivity. A main feature of the OWCH plan, of course, is that it is mixed tenure and premised upon collaboration with a registered social landlord. However, at least one existing project for younger people, the Springfield group, a midlands-based new-built community has, in partnership with the local district council, itself part equity funded a handful of 'affordable' dwellings within its site. But the economic reality is that rural CoHousing ventures such as the Community Project, will be limited to the relatively wealthy. Is this or ought it to be a complete impediment to public subsidy? Other than to the extent justified to provide either a true social housing element or to encourage environmentally beneficial design features, public subsidy is not appropriate. On the other had, is it or ought it to be an impediment to public *support*, for instance, in the establishment, recognition and enforceability of legal and financing arrangements and mechanisms that actively encourage CoHousing ventures? Although there is a mutual aid tradition within UK law, it has generally become dominated by institutional players and institutional frameworks. It is limited by the contractual expression of a relational model. As CoHousing becomes more frequent, it will be a challenge for UK property law to develop support and recognition of a true mainstream CoHousing model.

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