

## APPENDIX 1

### Summary of Proposed Changes for Existing Tenants

This revised tenancy agreement covers all tenancy types.

The tenancy agreement has been laid out more clearly into the following sections:

<b>1. Contents page only</b>	
<b>2. Definitions</b>	Key words and phrases
<b>3. ABOUT YOUR TENANCY AGREEMENT</b>	Keeping to the agreement For Introductory Tenancies only For Demoted Tenancies only Photographs Second Home Misrepresentation of Information Housing Fraud
<b>4. LIVING IN YOUR HOME</b>	What you can expect Who can live in the property with you Subletting Activities in your home
<b>5. RENT (including service charges)</b>	What is expected of you How to pay What happens if there are rent arrears What happens if you have former tenancy rent arrears
<b>6. REPAIRS AND MAINTENANCE</b>	Access What you must do What we will do
<b>7. IMPROVEMENTS AND CHANGES YOU CAN MAKE</b>	Asking permission What happens if you don't have permission or the work does not meet the required standards
<b>8. USE OF YOUR GARDEN</b>	What you must do What we will do
<b>9. HEALTH AND SAFETY</b>	What you must do What we will do
<b>10. ANIMALS</b>	What you must do Asking permission Dangerous animals
<b>11. YOUR NEIGHBOURS AND COMMUNITY</b>	What you can expect Behaviour of members of your household, your visitors and animals
<b>12. VEHICLES AND PARKING</b>	What you must do about keeping, maintaining and parking vehicles Asking permission
<b>13. ASSIGNMENT, SUCCESSION AND EXCHANGE</b>	Assignment Succession Exchange
<b>14. ENDING THE TENANCY</b>	Your Right to end your tenancy Our power to end your secure tenancy

<b>15. MOVING OUT</b>	Your right to move somewhere else Preparing to leave your home At the end of the tenancy
<b>16. COMMUNICATION AND CONSULTATION</b>	How we will treat you Consulting you about things that affect you If you need to complain to us
<b>17. BUYING YOUR HOME</b>	Your Right to Buy
<b>18. LIVING IN A FLAT OR MAISONETTE</b>	Conditions that are specific to this type of property
<b>19. LIVING IN HOUSING FOR OLDER PEOPLE</b>	Conditions that are specific to this type of property
<b>20. LIVING IN NEW BUILD HOMES</b>	Conditions that are specific to this type of property
<b>21. CHECKLIST OF DO'S AND DON'T'S</b>	Summary of the conditions

### Summary of amendments

#### **Section 2 – Definitions**

- This section is expanded to clarify our meaning of certain words and phrases
- This section includes new definitions of:
  - a. Animal or Pets
  - b. Anti-social Behaviour
  - c. Fraud
  - d. Garden
  - e. Housing Officer
  - f. Lodger
  - g. Older Peoples Housing
  - h. Vehicle

#### **Section 3 - About Your Tenancy Agreement**

- This section was section 2 in the existing agreement. It clarifies the types of tenancy covered by this agreement
- We have removed an incorrect clause about your right to a revised decision if you are an Introductory Tenant.
- We have expanded and clarified your rights to make alterations or improvements if you are an Introductory Tenant.
- The section includes new requirements to:
  - a. Agree to have your photograph taken for identification purposes and for the prevention of fraud
  - b. Agree tell us straight away if you own, rent or lease another residential property, either in this country or abroad
  - c. Agree to tell us about any of your circumstances that should be taken into account before we grant you a tenancy
  - d. Agree not commit or carry out any fraud relating to your occupation of the property.

#### **Section 4 – Living in Your Home**

- This section was section 6 in the existing agreement and has been expanded to clarify:
  - a. Your right to live peacefully in your home

- b. Who can live in the property with you if they are not in the tenancy agreement
  - c. Getting written permission to sublet part of the property
  - d. Get written permission to run a small business from your home
- This section includes a new requirement to;
  - a. Agree not to sublet the whole of the property

### **Section 5 – Rent**

- This section was section 3 in the existing agreement. It has been amended to clarify and simplify some of the terms. For example we have changed sentences to read ‘we can apply to a court to repossess your home’ to ‘we can apply to a court for a possession order’
- This section introduces a requirement for you to:
  - a. Agree to repay any arrears or debt owed by you from a previous tenancy
  - b. The section only applies if the details of the debt and the property are written in

### **Section 6 – Repairs and Maintenance**

- This section draws together conditions from Section 4 and Section 7 of the existing agreement
- This section has brought together and clarified a number of conditions about the circumstances when it is reasonable to give us access to your home
- This section introduces a requirement for you to:
  - a. Agree to reasonable requests to access your home
  - b. Agree that you will pay the costs incurred by us as a result of you failing to provide reasonable access
- This section clarifies your responsibilities for reporting repairs that we are responsible for and lists the repairs that you are responsible for yourself. There have been some minor changes to the wording and layout of the section that do not affect your rights
- This section has been expanded to include responsibilities for external decoration and decoration of communal areas.

### **Section 7 – Improvements and Changes You Can make**

- This section was included in section 6 in the existing agreement. It is amended to include new requirements to:
  - a. Comply with Building regulations for any relevant alterations
  - b. Agree that you are liable for the cost to reinstate the property to its original condition if you do not have our written permission, have failed to comply with Building regulations or have caused damage to the property or the building in which it stands, or adjacent buildings.

**Section 8 – Use of Your Garden** This section was included in section 6 in the existing agreement. It is expanded to clarify your responsibility to keep your garden tidy and what reasonable steps are expected of you.

### **Section 9 – Health and Safety**

- This section was included in section 7 in the existing agreement. It is expanded to include:
  - a. Keeping the property free from infestation

- b. Compliance with waste disposal and recycling regulations or policies
- c. Safe storage of free standing heaters or barbeques
- d. Appropriate disposal of hazardous waste such as oil or other chemicals

### **Section 10 – Animals**

- This section was included in section 6 in the existing agreement. It is expanded to clarify and include:
  - a. Your responsibility for keeping animals and for their behaviour
  - b. Your agreement not to keep a dangerous dog
  - c. Your agreement to comply with the Control of Dogs Act
  - d. Getting written permission from us to keep any large animal
  - e. Withdrawal of our permission under certain circumstances

### **Section 11 – Your Neighbours and Community**

- This section was included in sections 5 and 6 in the existing agreement.
- These sections are expanded to clarify certain terms and phrases:
  - a. The term 'property' includes the communal or shared areas
  - b. The 'Locality' is the general area in which the property sits
  - c. Where these tenancy conditions require you not to do something, you must also not permit any of your household or any visitor to do so
  - d. If any joint tenant, or member of your Household or any visitor commits any act which is forbidden by these tenancy conditions you (or in the case of joint tenants, all of you) will be held responsible for that act as if you had yourself done that act
- These sections are expanded to include new requirements:
  - a. Not to assault, threaten or harass any person living with you or sexually harass or emotionally abuse them or cause psychological harm, such that the person can no longer live peacefully in the Property
  - b. Examples of harassment include but are not limited to:
    - Racist, sexist or homophobic behaviour or language
    - Verbal or written abuse
    - Threats
    - Physical violence or assault
    - Stalking
    - Persistent or offensive phone calls, texts and/or emails including use of social media
    - Knocking on doors and/or windows
    - Sending indecent or abusive material
    - Deliberate damage to property
    - Graffiti
  - c. Not to become a member of a gang or allow a member of a gang to visit the Property
  - d. Not to use the property or the neighbourhood to make, supply or store any drug (unless there is a lawful prescribed medical use for the drug by the relevant person) or to cultivate, manufacture, supply or sell any drug
  - e. Not keep, or allow to be kept any prohibited weapon, firearm, shotgun, CS Gas, or air-powered weapon (for example, an air rifle) in the Property without appropriate firearms or shotgun certification required by any legislation and (whether or not any certification is required) not without the Council's written permission

- f. Not discharge any firearm, shotgun, rifle, air weapon in the Property or in the Locality.

### **Section 12 – Vehicles and Parking**

- This section was included in section 6 in the existing agreement. It is expanded to include new requirements for keeping, maintaining and parking vehicles;
  - a. Compliance with any regulations which we impose from time to time concerning parking of vehicles and any other matters relating to the Property or estate
  - b. Compliance with the terms of the parking permits issued to tenants.
  - c. Compliance with DVLA regulations
  - d. Getting written permission for larger vehicles
  - e. Your agreement not to carry out major repairs

### **Section 13 – Assignment, Succession or Exchange**

This section was section 10 in the existing agreement.

It is updated to reflect the change in legislation for Succession rights under the Localism Act 2012. The requirements will only apply to new tenants from the date that this proposed tenancy is implemented.

- As a secure tenant you have the right to assign your tenancy to another person in the following circumstances; in all cases a deed of assignment is required.
  - You may exchange your property with another secure or assured tenant. You must obtain our written permission before the exchange takes place.
  - A court can make an order in the case of a relationship breakdown, dispute or matrimonial proceeding. We recommend that you seek advice from the Council in the event of a relationship breakdown or dispute.
  - You can assign your tenancy to someone who would be eligible to succeed to your tenancy on your death. You can only do this if there have been no other successions to this tenancy.
  - If you became a tenant **before XX September 2014** and providing there has been no previous succession, when you die your tenancy will pass to your husband, wife or civil partner if they are living with you at the time of your death. If you do not have a husband, wife or civil partner when you die, your tenancy can pass on to another member of your family who has been living with you for at least 12 months before your death. Family members includes your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. But does not include foster children.
  - If you became a tenant **after XX September 2014**, your tenancy can only pass to your husband, wife, civil partner, or a person who lives with you as if they were a husband, wife or civil partner if they were living with you at your home at the time of your death.

### **Section 14 – Ending the Tenancy**

- This section was previously Section 2 and has been updated by way of removing references to other sections that have changed and updating contact information
- This section is expanded to explain the requirements in the event of your death.

### **Section 15 – Moving Out**

- This section was included in section 2 and 9 in the existing agreement. It is expanded to include new requirements
  - a. Getting our written agreement to leave certain items in the property before you move out
  - b. Agree that you will be recharged for disinfestation of the property if not done before you leave

### **Section 16 – Communication and Consultation**

- This section was previously Section 8 and is expanded to include;
  - a. Data Protection Act 1985 controls of your personal information
  - b. We will use some personal information in the prevention, detection and prosecution of fraud
  - c. We will share some information with other organisations or agencies such as utilities companies

### **Section 17 – Your Right to Buy Your Home**

- This section was section 12 in the existing agreement. There are no new requirements.

### **Additional Conditions**

#### **Section 18 – Living in a flat or maisonette**

- If you live in a flat block, tower block or first floor maisonette there are added conditions because of the design of your home. These conditions have been drawn from a number of sections in the existing tenancy agreement. The new requirements are to;
  - a. Keep the shared areas secure by using the security systems properly and not letting strangers in without identification.
  - b. Not block, obstruct, create or leave any hazard on landing, corridor, stairwell, lift, refuse chute, access way, fire escape or any other shared area or wedge open fire door or security door.
  - c. Not install laminate floor covering or sanded floor boards in the Property, other than on the ground floor; and then only if there is no-one living beneath you
  - d. Not use a barbeque or patio heater on or directly beneath balconies.
  - e. Not keep any animal, reptile or bird in a flat or upper maisonette without our written permission. Permission is only granted if we believe your pet is suitable to be kept in the property.
  - f. Not smoke in any shared area, including shared balconies, lobbies and staircases.

#### **Section 19 - Living in Housing for older people**

- If you live in a home designated as suitable housing for older people there are added conditions because of the design of your home. The new requirements are to;
  - a. Only take in a lodger or relative if they are aged 55 or over, a spouse or civil partner, or somebody who will live with you as such.
  - b. Not exceed the permitted number of occupiers for the property.
  - c. Not permit members of your household who are not your wife, husband or partner and are not named in this tenancy agreement to use the communal facilities (lounge, laundry etc.)

## **Section 20 – New Build Homes**

If the property was built on or after 1<sup>st</sup> January 2014 it may be subject to additional terms and conditions. We will attach the conditions to this document and you will be asked to confirm that we have brought them to your attention.

## **Section 21 – Checklist of Do's and Don't's**

- This checklist has been introduced to summarise what we expect you to do and forms part of the tenancy agreement. The checklist is:

I agree to do the following:

- LIVE in the property as my only or principle home
- TO PAY all my rent on time or in advance.
- NOT to harass, or let my family or friends harass anyone.
- NOT to commit or permit any criminal act at or near the Property.
- NOT to damage the Property and to return it to the Council in a good state when I leave. Where I have a garden, TO KEEP it tidy.
- NOT to commit Housing Fraud
- TO DISPOSE of my rubbish in the appropriate bins provided.
- TO BE RESPONSIBLE for the good behaviour of my family, friends and visitors in my home, on the estate and local areas.
- TO ENSURE that any pets the Council has given me permission to have are kept in order and do not make a mess, bark or any other way cause a nuisance, or damage my home or other homes in the locality or any part of the estate I live on.
- TO ABIDE BY the parking scheme on my estate and ensure that any vehicle used by me or my household is taxed and insured, unless I produce a valid DVLA acknowledgement of a Statutory Off Road Notice (SORN), for the period which will not exceed 6 months.

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