**Appendix A - Summary of amendments**

**Introduction**

* The address for service of notices has been changed to Oxford Town Hall, St Aldates.

**Section 2 – Definitions**

* This section is expanded to clarify our meaning of certain words and phrases
* This section includes new or amended definitions of:

a. Animals

b. Anti-social behaviour

c. Assignment

d. Domestic abuse

e. Mutual exchange

f. Fraud

g. Garden

h. Household

i. Housing for people aged over 55

j. Legal notice

k. Lodger

l. Locality

m. Older Peoples Housing

n. Permission

o. Social landlord

p. Sublet

q. Succession

r. Transfer

s. Vehicle

**Section 3 - About Your Tenancy Agreement**

* We have expanded the right to use your photograph for the purpose of safeguarding you and others (3.14).
* We have included information that we may apply for possession proceedings on the grounds of housing fraud (3.20, 3.21).

**Section 4 – Living in Your Home**

* We have clarified who may live with you in the property (4.4).

**Section 6 – Repairs and Maintenance**

* This section is updated to include inspections and assessments required by law and to cover matters relating to subletting and disrepair (6.2, 6.5).
* This section introduces a requirement for you to:

a) Report a faulty detector to The Contact Centre and a recommendation to test smoke, heat and Carbon Monoxide detectors weekly (6.10)

b) Take reasonable steps to keep the property adequately ventilated and heated so as to prevent damage from condensation and mould (6.12)

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

* This section is amended to include new requirements to:

a. Not to install any hard flooring in an upper flat (7.3)

b. Install carpet underlay to help prevent the transfer of noise between flats (7.3)

c. Hard flooring that needs to be removed to carry out a repair will not be replaced by Oxford City Council (7.3)

d. Security grills to doors or windows and mini jets attached directly to the water supply will not be permitted for safety reasons (7.1)

e. The cost of rectification works for unsatisfactory improvements together with the cost of inspections are to be paid by the tenant (7.7)

f. If necessary Oxford City Council will instruct a contractor to carry out the rectifications to ensure safety regulations are complied with (7.7)

**Section 8 – Use of Your Garden**

* The clause to keep your garden tidy is expanded to include all outside space including balconies and maintenance of temporary structures.
* New additions to this section are:

a. A requirement not to cut down a hedge without written permission (8.2)

b. A requirement to apply for and gain any necessary planning or building control agreement in addition to landlord permission (8.3)

c. Permission must be sought for any temporary structure (8.3)

d. A bonfire or barbeque is allowed provided it is not a risk to people, does not cause a nuisance and only suitable waste is burnt (8.4)

e. You must not use your garden, sheds or out-buildings for habitation or as a dwelling or allow another person to do so (8.5)

f. You must take reasonable steps to avoid attracting verminous animals into your garden. If you keep pets you must collect any faeces and dispose of them in a hygienic way and take reasonable steps to clear up and disinfect the area. Not to leave uneaten pet food in the garden to prevent pest infestation (8.6)

**Section 9 – Health and Safety**

* This section is expanded to include:

a. To prevent hoarding of items making the property unsafe or unclean (9.1)

b. After collection waste bins to be returned to the property and not left on the footpath or public highway (9.3)

c. You must not keep mobility scooters designed for external use inside the property or indoor shared areas unless in a purpose built scooter store. (9.5)

d. Safe storage of petrol lawn mowers. (9.6)

e. You must notify us and the Fire Service if you need to store home oxygen. (9.9)

f. You must not tamper with or remove any device fitted for fire or carbon monoxide detection purposes. (9.10)

g. Additional information for tenants regarding building insurance. (9.11)

h. Confirmation that it is the tenant’s responsibility to arrange contents insurance. (9.12)

i. To refrain from smoking in a room whilst officers are present or work is being carried out and to ventilate the property before the visit. (9.13)

**Section 10 – Animals**

* This is expanded to clarify and include:

a. Permission is required for each animal and permission is not given for dogs in tower blocks unless an assistance dog and on the ground floor. (10.1)

b. Requirement to move an animal to another room when Council officers or contractors visit to safeguard staff. (10.5)

c. Withdrawal of our permission to keep an animal under certain circumstances including leaving a dog unattended for an extended period (10.6)

d. Not to use the property for the purpose of pet breeding or to keep an unreasonable number of animals (10.9)

**Section 11 – Your Neighbours and Community**

* Clause expanded to include taking appropriate legal action where officers have reason to believe criminal activities have taken place at the property (11.13)

**Section 12 – Vehicles and Parking**

* This section is expanded to include new requirements for keeping, maintaining and parking vehicles:

a. To comply with parking scheme terms and conditions. (12.1)

b. You give permission for us to remove a vehicle preventing highway works and to remove a cover to find details of a vehicle. (12.1)

c. Not to block access to waste collection services with a vehicle (12.1)

d. Not to park caravans, motor homes or trailers on any Oxford city Council land designated for parking (12.1)

e. Expansion of clause not to park illegal, unroadworthy or untaxed vehicles (not SORN) on Oxford City Council land or Public Highway land controlled by Oxford City Council (12.1).

f. Permission will not be given to park a caravan or a motor boat next to the property for fire prevention. (12.2)

g. A mobility scooter designed for external use may only be kept inside the property or the internal communal area if it is in a store specified for that purpose. (12.8)

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

* This section is clarified to explain:

a. When a tenant may pass their tenancy to another person (13.1 – 13.14)

b. How to move by transfer (13.15)

c. How a court may order the change of a tenant of a property (13.16)

**Section 14 – Ending the Tenancy**

* This section is amended to provide the minimum requirements of a notice from you to end your tenancy (14.2)
* The section clarifies the position of the remaining joint tenant when a joint tenant gives notice to end the tenancy. (14.4)
* This section gives further information in what circumstances we will not charge you rent if you hand back the property before the end of the notice period. (14.5)
* This section is expanded to explain the requirements to bring the tenancy to an end in the event of your death. (14.6-14.8)
* Additional clause that Oxford City Council may apply for a Court Order from the County Court to direct you to comply with the tenancy agreement (14.13)

**Section 15 – Moving Out**

* This section clarifies that a property must be handed back clean and empty of any belongings including carpets and laminate flooring. This includes clearing any external buildings and removal of temporary structures. (15.4)
* Items not to be fly-tipped or left out in the street for collection. Bulky Items to be collected before you leave the property (15.5)

**Section 16 – Communication and Consultation**

* This section has been split into headings for clarity including:

a. How we will treat you (16.1)

b. How we will use your personal data (16.2-16.4)

c. How we will consult with you (16.5-16.8)

d. Clarification of legal obligation to cooperate and share information with the Ombudsman (16.5)

e. How you can make a Data Subject Access Request (16.6)

f. Oxford City Council to produce a Resident Engagement Strategy (16.11)

g. How you can make a comment, compliment or complaint. (16.12)

**Additional Conditions**

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

* This section has been amended to include all maisonettes.
* The following clauses have been amended to include:

a. Not to install any hard 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 (18.4)

b. A reasonable grade of underlay must be used when carpet is laid.(18.4)

c. Tenant responsibility for the costs of removing hard flooring in breach of tenancy conditions or where access is required to carry out a repair (18.4)

d. Not to keep or use a barbeque, patio heater or any white goods (e.g. tumble dryer, freezer) on or directly beneath balconies. (18.5)

e. Permission to keep a pet will only be given in a low level block flat or maisonette (18.7)

f. Not to smoke in shared areas including shared walkways (18.14)

g. Not to erect paddling pools or trampolines in communal areas (18.16)

h. Responsibilities of the tenant under the Building Safety Act 2022 (18.17)

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

* This section is expanded to include how you may request permission to hold a large gathering or event in the communal lounge. (19.3)

**Section 20 – Living in housing for people aged over 55**

* This is a new heading to provide information specific to those living in over 55 accommodation.
* You may only take in a lodger, relative, spouse, civil partner or live in partner if they are aged 50 or over. (20.1)

**Section 20 (New Build Homes) and section 21 (Checklist of Do’s and Don’ts) are renumbered to 21 and 22 respectively.**

**Section 22 – Checklist of Do’s and Don’ts**

* This section is expanded to include abiding by all parking scheme regulations in the area.