

## **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.