

Tenancy Agreement Review 2019: Summary of proposed changes

Please find below the new and updated clauses of the proposed variation to the Tenancy Agreement.

This document should be read in conjunction with the draft Tenancy Agreement and Preliminary Notice that you have received with this document.

Section	Subject	Effect
1.1	Welcome	New – welcome paragraph briefly setting out rights and responsibilities of tenants and us as your landlord
1.2	Your agreement	A new version of the Tenant’s Handbook has been produced. This contains useful information about the standards tenants can expect from the council and practical advice for tenants. The Handbook will be available on the Council’s website and in hard format on request.
1.3	Introductory tenancies	Introductory tenancies have been issued to new tenants since 2011. This features in the current tenancy agreement.
1.4	Secure tenancies	This features in the current tenancy agreement.
2.1	Rent in advance due before tenancy starts	NEW Tenants are required to pay 4 weeks rent in advance before the tenancy starts. Where a new tenant genuinely cannot afford to pay rent in advance then their case will be examined on a case by case basis.
2.2	Paying your rent	Your rent must be paid at least one week in advance. The previous tenancy agreement stated rent was due in advance. The legal rules around collection of rent from joint tenants features in the current tenancy agreement. NEW It is your responsibility to claim relevant benefits and to update the providers of any change in your circumstances
2.3	Service charges	This features in the current tenancy agreement. We have the right to change any of the services we provide and the charges we make for these services. We can change the services at any time, but will consult with you. NEW Sheltered Housing residents currently pay a service charge but this is not set out as a separate item in the current agreement. NEW Failure to engage with the service we offer/to pay for the services will be considered a breach of tenancy. Failure to pay service charges features in the existing tenancy agreement.
2.4	Changes to the rent	This features in the current tenancy agreement. We may change your rent at any time. We will give you at least four weeks’ notice in writing if we change the rent.
2.5	Difficulty paying your rent	NEW The Council has legal grounds to apply for possession of a property where tenants repeatedly make late payment of rent, however this was not specifically stated in the tenancy agreement. NEW The Council reserves the right to deduct money for rent/arrears/Court Costs from any money owed to you.
2.6	Utilities	NEW reference to your responsibility to arrange and pay for utilities
3.1	Your only	This features in the current tenancy agreement. (This is a

	home	legal requirement). The council will undertake periodic visits to the properties it rents to tenants. NEW You must move into your new home immediately following the tenancy starting
3.2	Joint tenants	This features in the current tenancy agreement.
3.3	Being away from your home	NEW The current tenancy agreement requires you to inform us if you are going to be away from the property for more than 28 days. Tenants will also be required to provide contact details of a key holder.
3.4	Abandonment	This features in the current tenancy agreement, but has been expanded. We will end a tenancy where we believe the tenant is no longer living in the property. Thorough checks are completed to confirm this is the case. Belongings remaining in the property will be stored for a period of time as per the Local Government Miscellaneous Provisions Act 1982. (This is standard practice).
3.5	Overcrowding	NEW This features in the existing tenancy agreement and is defined as per s324 of the Housing Act 1985. The definition for overcrowding has been amended for this agreement to reflect the same standards that the Council follows when letting a property. This does not apply to overcrowding arising from the natural growth of the family, for example the birth of a child.
3.6	Running a business from home	This features in the current tenancy agreement. Tenants can, with the council's written permission, run a business from their council property. The Council will revoke permission for running a business if it causes a nuisance.
3.7	Personal property and insurance	This features in the current tenancy agreement. The Council strongly recommends that you have insurance for your personal belongings.
3.8	Support providers	NEW You must co-operate with support providers when the Council feels they are necessary
3.9	Covenants	NEW tenants will be required to keep to rules affecting the land where necessary
4.1	Bonfires	NEW Bonfires are not allowed.
4.2	Flammable material	This features in the existing tenancy agreement. Flammable materials should not be kept in excessive quantities, only be for legitimate domestic use, should be stored appropriately and not in communal areas.
4.3	Gas and electricity safety	This features in your existing tenancy agreement.
4.4	Smoke and carbon monoxide detectors	NEW You are responsible for maintaining any battery-operated smoke or carbon monoxide detector(s) and ensuring it is always in good working order. You must not tamper with or damage any smoke or carbon monoxide detector in the property.
4.5	Emergency services access	NEW You or any member of your household or visitors must not obstruct access to emergency service vehicles in any way. Your vehicle may be removed if it is blocking such access.
5.1	Smoking in enclosed	NEW You or any member of your household or visitors must not smoke or use e- cigarettes in communal areas of the

	communal areas	building.
5.2	Rubbish	This features in your existing tenancy agreement. Rubbish must be disposed of correctly and not left in communal areas.
5.3	Storage of items	NEW You or any member of your household or visitors must not store items in any communal areas such as hallways and landings. This includes personal belongings (such as bicycles, mobility scooters and push chairs), rubbish or dangerous items.
5.4	Lifts	NEW Lifts must not be blocked or interfered with. Unacceptable behaviour such as urinating and graffiti is not permitted in lifts and will be treated as criminal damage.
5.5	Exterior of buildings	NEW You must not fix any item to outside walls or brickwork, or from place window boxes or plants to external window sills of communal properties as this may damage the property.
6	Access to your home	This features in your existing tenancy agreement. You must allow access to the Council (including Council employees, contractors, agents or other statutory bodies) to enter the property in the following circumstances: <ul style="list-style-type: none"> • where the Council is otherwise legally required to allow access to the property by a third party • electrical and gas safety checks • periodic (annual) home visit.
6.1	Emergency access	This features in your existing tenancy agreement. We will attempt to contact you in an emergency. If we are not able to contact you, we enter the property. Examples of what may be classed as an emergency are given, including suspected fire, burst water pipe, sewage leak, gas leak or electrical fault or where there are welfare concerns.
7	Looking after your garden	This features in your existing tenancy agreement but has been expanded to include requirement for permission for certain alterations. Gardens must be cultivated and free of rubbish and animal waste / faeces. Trees and shrubs must not be allowed to become overgrown. You must ensure that trees, hedges or bushes do not cause damage, nuisance or obstruction. The council may charge the tenant in advance for clearing their garden if there is no good reason why the tenant is unable to clear it themselves. Overgrown gardens may be considered a 'nuisance' and legal action taken.
8	Keeping animals and pets	NEW requests for pets (other than 2 small caged birds, 1 fish tank or 1 small caged rodent) must be made in writing. Permission will be granted subject to certain requirements such as microchipping and neutering. Existing tenants will continue to be allowed 2 dogs and 3 cats whilst they remain in the same property. Animals must not cause a nuisance.
9	Vehicles and parking	This section features in the existing tenancy agreement but has been expanded. Caravans, campervans, motor homes, large vans, lorries, food trucks, trailers or boats must not be parked without the Council's permission. Tenants must not drive across a kerb to access the property unless it has been lowered with permission.

		Major repairs and storage of scrap car parts is not permitted.
10.1	Condition of your home - your responsibilities	This features in the existing tenancy agreement with the following additions: <ul style="list-style-type: none"> • NEW reference to hoarding. Personal property not to prevent access, pose an environmental health/health and safety risk, or to cause a nuisance. • You must not store items in the loft • NEW You must request permission to install floor tiles/laminate flooring. (This is due to the sound travelling through hard flooring.) • You must keep all grates, grids, drains and gullies clean and clear (except gutters that catch water from the roof).
10.2	Repairs – the Council's responsibilities	This features in your existing tenancy agreement, but has been expanded to include details of repairs that fall to the Council.
10.3	Moving out temporarily	NEW You may be required to move out of your property temporarily if we cannot complete repairs whilst you are resident.
10.4	Repairs - your responsibilities	This features in your existing tenancy agreement. Examples of tenants responsibilities will be included in the Tenants Handbook along with the costs for the Council repairing them on your behalf.
10.5	Recharges	This features in your existing tenancy agreement but has been expanded. This section covers any reasonable costs or liability incurred by the Council as a result of you breaching or failing to perform any part of this tenancy agreement and can be deducted from any money that the Council owes you. You may have to pay for the repairs before the work is carried out.
10.6	Gas safety checks	This features in your existing tenancy agreement. You must allow access to the property for an annual gas safety inspection. (This is a legal requirement).
10.7	Electrical inspections	NEW you must provide access for periodical inspections of electrical wiring and installations. (This is a legal requirement)
11.1	Your right to make alterations or improvements	This features in your existing tenancy agreement. Alterations must not be made without written permission. Alterations made without permission will have to be put right at a cost to the tenant.
11.2	Consultation	NEW We will consult tenants who are likely to be substantially affected by any proposed major repairs and/or improvement schemes.
11.3	Rebuilding	NEW We are not required to rebuild or reinstate your home in the case of destruction, serious structural damage or deterioration.
12	Criminal, nuisance and anti-social behaviour	This features in your existing tenancy agreement, but has been amended to reflect new legislation. The Antisocial Behaviour and Policing Act 2014 gives the Council the power to evict tenants who have committed certain types of serious crimes or anti-social behaviour. The Council already has this power, however it is included in the Tenancy Agreement to make this clear.
12.1	Our responsibilities	NEW This sets out how we will manage complaints of anti-social behaviour/nuisance

12.2	Your responsibilities	This features in your existing tenancy agreement.
12.3	Domestic abuse	This features in your existing tenancy agreement.
13.1	When the council plans to end your tenancy	This features in your existing tenancy agreement.
13.2	When you plan to end your tenancy	This features in your existing tenancy agreement. NEW Tenants cannot revoke notice (this is stated in legislation).
13.3	After notice has been served	This features in your existing tenancy agreement. NEW if you hand your keys back before notice expires, you give us permission to enter the property to carry out inspections and repairs work.
13.4	Rent and charges to be paid	This features in your existing tenancy agreement. NEW We will take formal action to recover outstanding rent or recharges. NEW You will be required to set up a payment arrangement to repay any outstanding housing related debt if you take up another Council tenancy
13.5	Property condition	This features in your existing tenancy agreement. NEW You must notify utility companies when you move out and provide them with a copy of your meter readings. NEW You must remove all floor coverings, unless advised otherwise. NEW If you have kept pets, you must ensure that the property is free of any flea infestation.
13.6	Additional charges	This features in the existing tenancy agreement. This lists what costs will be recharged to you if you do not leave the property in a suitable condition.
14	Succession	NEW This section has been updated to reflect the legal position under the Localism Act 2011. This may change with the implementation of the Housing and Planning Act 2016 (which is yet to be implemented by the Government).
15	Assignment	NEW This section has been updated to reflect the legal position under the Localism Act 2011. This may change with the implementation of the Housing and Planning Act 2016 (which is yet to be implemented by the Government).
16	Additional rights (secure tenants only)	This features in the current tenancy agreement. These include the Right to Buy, Right to Exchange, Right to Improve, Right to Manage, Right to Sub-Let and the Right to take in a lodger.
17	Charging you	This features in your existing tenancy agreement but has been expanded. We will not make any charges if the court or the law says that we cannot do so.
18	When you need our permission	NEW This summarises points in the tenancy that state that permission is needed
19	Tenant involvement and consultation	This features in your existing tenancy agreement. We will consult you about important changes that are likely to affect you. We will take your comments into account before we make any decision.
20	Service of notice	This features in your existing tenancy agreement and is a legal requirement.

21	How we use your information	This features in your existing tenancy agreement and has been updated to reflect changes in data protection legislation.
22	Contact us	NEW This explains the ways to contact us.
	Definitions	Lists the terms used in the Agreement to explain their legal meaning

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