



SUMMARY OF THE CHANGES TO THE COUNCIL'S SECURE TENANCY AGREEMENT – INTRODUCED 24 JANUARY 2011

The new agreement is divided into the following sections and it applies to both introductory and secure tenants:

Tenancy agreement

Section 1 – General terms of this tenancy agreement

Section 2 – Your rights as a tenant

Section 3 – Our rights as your landlord

Section 4 – Your responsibilities

Section 5 – Our responsibilities as your landlord

Section 6 – What happens if this agreement is broken?

Declaration

Details of the main changes in each of these sections between the new agreement and our previous secure tenancy agreement are:

Tenancy agreement

The agreement that a new tenant signs has now been split into two sections. Details about the property, the type of tenancy and the rent payable are included at the front of the new document and the declaration that both parties sign accepting the stated terms and conditions is now at the end of the document. The reason for this change is to make sure that tenants read and understand the conditions of this tenancy before they sign the document.

Section 1 – General terms of this agreement

Although this is a new section, it generally contains information that is currently included in other sections in our existing agreement. However, in the type of tenancy section, reference is now made to introductory tenancies and the differences between these and secure tenancies.

We have also added two new clauses to this section and these are:

Refusing changes to the tenancy: This advises tenants that they have the right to end their tenancy by writing to us if they do not wish to accept any changes to their

tenancy agreement that we propose.

Changes in legislation: This confirms that any references to legislation included in this agreement applies to that Act of Parliament as it applies at the date of this agreement and any other later amendment of it.

Section 2 – Your rights as a tenant

This section has been amended to reflect the different legal rights that introductory and secure tenants have. However, the legal rights of secure tenants are protected by law and will not change as a result of any changes to this agreement.

This section has also been updated to reflect changes in the law since our agreement was last revised relating to the right to buy, civil partnerships and the Data Protection Act.

Section 3 – Our rights as your landlord

We have added a section in the clause 'Right to enter your home' that states if tenants do not give us access to their property after we have given them notice, we will apply to the court for an order giving us access.

Section 4 – Your responsibilities as our tenant

This section has been amended as follows:

Moving into your new home: We have amended this clause so that it requires all tenants to move into their homes as soon after the date the tenancy starts as possible whereas our existing agreement allows a period of 4 weeks for this.

Paying your rent and other charges: We have added clauses that confirm it is a tenant's responsibility to complete and return a Housing Benefit form and to pay all other charges for the property that do not form part of the rent, for example water charges and Council Tax.

Absence from the property: We have added a clause stating that, if damage occurs to the property because a tenant has been away, we will charge them the cost of any repairs that are needed because of their negligence or omission.

Assigning your tenancy: We have added a condition that states that tenants not make or receive any payment to arrange an assignment and also one that confirms that introductory tenants do not have the right to assign their tenancy.

Subletting the tenancy: We have included a condition that states, if a tenant sublets their property they must tell the Council's Benefits and Revenues Services as this may affect their entitlement as well as one that confirms that introductory tenants do not have the right to sublet their property.

Exchanging the property: Again, we have added a condition to confirm that introductory tenants do not have the right to exchange their property.

Overcrowding: This is a new condition that states that tenants must ensure that the property does not become overcrowded.

Repairs and maintenance: We have added a condition that states that tenants are

responsible for any repairs which are necessary to their property because they did not report another repair to us.

We have also added conditions that confirm that it is a tenant's responsibility to arrange and pay for the supply of gas, electricity and water to the property and for making sure that all gullies, entrances to drains, external airbricks, flues and vents are kept clear and free from obstruction.

Communal areas: Although it is already stated in our agreement that tenants are responsible for the behaviour of members of their household and visitors, we have made a specific reference to this in this section in connection with any damage caused by misuse or neglect.

We have also added conditions that state that tenants must observe the signs displayed in communal areas and ensure that these areas are smoke free.

Gardens, yards and balconies: We have extended this section to cover yards and balconies rather than just gardens. We have also added a condition that states that you must make sure that these areas are kept free from anything that is likely to cause an obstacle to anyone lawfully there, a fire risk health, hazard or structural damage.

We have also amended the condition about putting up any structures, such as sheds or greenhouses, or altering fences to reflect the fact that introductory tenancies do not have the right to carry out improvements or alterations to their property.

Illegal activity: Although this is not a new condition, it is currently included in the section 'Using your home'.

Running a business: Again, this condition is included in the section 'Using your home' but we have also amended this condition to prohibit running a business, work or trade from any communal areas of our flats or any of our garage blocks or any other land in the local area of your property

Anti Social Behaviour / Harassment / Damage to property / Domestic violence and abuse: Instead of one section covering 'Your behaviour', we have split this into individual conditions covering the above.

We have also added a condition to the Anti Social Behaviour section that requires tenants to comply with any Council notices that prohibit certain activities, for example ball games or dog fouling, and also stated that tenants must not display any sign, notice, advert or anything else that is obscene, indecent or pornographic or causes or could cause hatred or others, for example because of their ethnic origin, religion or sexuality.

Animals: This section of our agreement has been amended to take account of our new policy about keeping pets in council properties. In line with this, we have added conditions that prohibit breeding and boarding dogs in the property or on any council owned land, keeping dogs on balconies or in communal areas and leaving dogs alone or unattended overnight or for long periods.

We have also introduced a condition that requires tenants who have animals to arrange and pay for any additional fencing, hedges or other restriction needed to keep their animal safe, under control and unable to access any one else's property.

Tenants will also be responsible for the behaviour and control of any animals that

belong to or accompany visitors to their property or other members of the household.

Altering or improving the property: This condition has amended to reflect the fact that introductory tenants do not have the right to alter or improve their property and the change from CORGI to Gas Safe Register from 1 April 2009.

Vehicles and parking: This section has been amended to reflect Statutory Off Road Notifications and requires permission for vehicles subject to this to be parked on any land that belongs to us.

This section also now prohibits tenants from allowing any vehicles for which they, their visitors or other members of their household are responsible to be lived in at their property or on our land or used for any illegal purpose.

Getting rid of your rubbish: These conditions have been amended to include reference to recyclable materials.

Health, safety and hygiene: This is a new section, although a number of conditions included in it are currently included elsewhere in our existing agreement. The new conditions are:

You must not interfere with the supply of gas, electricity or water or any other services or meters installed in the property. You will be charged for any damage that you are responsible for.

You must not throw anything from the windows or roof of the property or block or from any balconies it may have.

You must not place anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting your area.

You must not leave syringes or other sharp items in any place where people in the local area may come into contact with them. You must dispose of used syringes safely in an approved container.

You must not shake mats or carpets from balconies or windows.

Where there are any communal areas and a separate electricity supply exists, you must not take electricity from that supply for your own use.

You must not do or allow anything to be done to encourage wild animals or wild birds onto council property so as to cause a nuisance or health risk to residents or damage to property.

If you live in sheltered housing, you or anyone living with or visiting you must not use or store a motorised mobility scooter within the internal communal areas of the building.

Access to the property: We have added a condition that states that tenants must not obstruct access to their property either directly (by refusing permission to enter or by cancelling appointments) or indirectly (by the accumulation of furniture, personal belongings, stored items or unhygienic conditions)

Access for gas servicing: We have added a specific condition that requires tenants to give access to carry out the required gas safety checks and servicing of gas

appliances, as well as necessary repair and maintenance. If they fail to do this, we will only carry out essential repairs that we are required to do by law for health and safety reasons until the service has been carried out.

Moving out of the property: We have added a condition that require tenants to ensure that no animals are left in the property when they leave it and that they take reasonable steps to ensure that it is free from rodent or insect infestation.

Section 5 – Our responsibilities

Repairing and maintaining the property: We have included a condition that states that we will inspect the shared parts of blocks of flats and our estates at regular intervals.

Anti social behaviour: We have added a condition that states that we will take all complaints of anti social behaviour seriously and will use available legal powers to take action where it is appropriate.

Hate crime: This condition is included in our existing agreement under the heading of 'Racial harassment' but this has been amended so that it includes any incidents of attack or harassment perceived as being motivated by prejudice or hate.

Notices: This section has been amended to include timescales after which it will be assumed that you have received any notices from us – for example, within 72 hours if we posted these to you.

Section 6 – What happens if this agreement is broken?

This section has been amended to include reference to the action that we can take against introductory tenancies, for example extending the introductory period or taking possession proceedings. We have also included the grounds for seeking possession against secure tenants that are included in the Housing Act 1985 (as amended).