

## Summary of changes to the tenancy agreement

**The Right to improve your home** - wording to clarify that tenants need permission to carry out improvement works or to decorate fixtures not normally decorated but not for decoration to walls, ceilings and doors where appropriate. This is to prevent people from painting kitchens, tiles etc

**The Right to succession** – limiting succession to partner/spouse and removing ‘contractual’ succession in line with current legislation.

**The Right to take in a lodger** – informing tenants that they must inform Housing Benefit and Housing.

**The Right to sub-let part of your home** – telling tenants they must inform housing benefit and Housing.

**Former Tenant arrears** – informing them that we will apply to court for possession or other appropriate action if they do not pay FTAs.

**Notice** – Requirement to return keys by 10am on a Monday to avoid rent for that week.

- Can hand them in to West Offices or another office by pre arrangement.
- Must not leaving keys with anyone else
- We will recharge for any work necessary for replacing keys and for rent loss incurred by a delay in returning the keys.
- Notification that we may apply to change gas and electric supplier
- Requirement to give a forwarding address
- Requirement to give the name of someone who would deal with their affairs in the even of a death.
- If the tenant fails to leave the property in a clean and tidy condition, or leave behind unwanted furniture they will be recharged for additional costs that the Council incur

**Access to the Property during the Notice Period** – Requirement to allow access to council staff during notice period, allowing repairs to be carried out, allowing photos to be taken and prospective tenants to be shown around.

**Repairs** – gives a list of repairs that tenants are responsible for and informs tenant that they may change from time to time

**Access to property** – requirement to allow access for annual tenancy inspections (or similar) and take photographs

Notification that tenant will be recharged for an emergency call out or wasted call by a gas engineer if there is no credit on the meter and a further call out has to take place.

If no access allowed for gas service we may apply to court for a injunction order or a possession order

**Communal Areas** – We will remove any items left in communal to keep environment sterile.

#### **Gardens, outbuildings and other external areas –**

You must keep your garden neat and tidy this includes managing the lawn, removing weeds, pruning hedges and shrubs. **If the garden is overgrown and you do not have a good reason for not doing the work yourself, we may do the work and charge you a reasonable cost for doing it.** – part in bold to be added in.

**Section on trees to be expanded to:** You are responsible for any trees that are within the boundary of the Property but you cannot or arrange for anyone on your behalf, to cut down trees and hedges within the boundaries of your home without first getting written Council permission. You must not plant very large or fast growing trees or conifer species in the gardens of the property or that may cause damage, nuisance or obstruction. If you think that a tree may be dangerous you must report this to us, Where we decide that any trees or shrubs are a nuisance or dangerous we will prune, replace or remove.

Tenant cannot park a variety of vehicles including a motor home or boat within the boundaries of your home, including the front and rear garden, or take them over council owned grass verges without providing a hard standing to a specified standard and a car crossing over the pavement or path.

Caravans and motor homes can only be parked and stored within the boundary of the property and must not be used to live in, play in or sit in.

No person can reside temporarily or permanent in the front or rear garden of your property.

**Communal gardens** – must allow access and photos to be taken

Tenant **must not** store rubbish, furniture, household appliances or any unsightly objects in your garden, or in any shared garden.

**Improvements to your home** – we will take legal action if you make improvements without our written permission and do not put things right when we ask.

### **Health and Safety**

This to be added to the list if things which are considered to compromise H&S

Interference with equipment for the supply of electric, gas, water or other utilities

**Decants** – if tenants do not move back to their substantive home once work is completed we will take legal action against their tenancy

**Disposal of Household Waste** - The Council will recharge and take action if there are persistent problems with mismanagement of waste. The tenant must their household waste bins or recycling bins and boxes out on time and bring them in promptly when they have been emptied, so as not to cause any obstructions.

**Occupying the property** – if a tenant is away for more than one month without notifying Housing, they will deem them as no longer living there and seek possession.

Where we suspect someone is not living at a property Housing will ask the tenant to prove to us that they are living there and will involve Veritau (fraud) and carry out checks.

**Overcrowding** – changed wording to statutory overcrowding and saying that we may apply for possession where the tenant has allowed this.

**Sub-letting-** have added that we will liaise with other agencies such as Veritau and share information if it is believed that the tenant is sub-letting without our knowledge and consent. Housing will take legal action if it is believed that the tenant has sub-let the property without our knowledge or consent and will ask the court that they pay the costs of this application.

**Harassment** - have added the section in **bold** You must not commit or allow member of or visitors to your household to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to any others residing in, visiting or **offering services in the locality.**

**Pets** – add in section in **bold** You must keep any pets you own or are responsible for under control. **If you own a dog, this should be kept on the lead, when out in the community.** This also applies to any pets your visitors bring with them to the property

**Communal (shared) Areas** - have added that tenants and their visitors cannot smoke in communal areas

Tenant / visitors must not use the communal areas to congregate, especially at night as this may cause a nuisance to others in the block

**False information** – Tenant and their household must not commit housing related fraud which is linked to the tenancy, this includes housing related benefit fraud.

**Clause on service charge for Intensive Housing Management** – to allow the rent to be changed to include this service charge which will be covered by Housing Benefit for those eligible.

### **Items raised through consultation**

Remove mention of rent card section 7 Rent and other charges

Ban pets from properties that share communal areas internally – many housing organisations operate this. Strong feeling in favour of this from Housing Estate Managers and a few of the Residents Associations have

called for this. Discussed at Fed and there was broad agreement. It was suggested existing pets are allowed until they die but replacement pets not allowed at this point. HEMs currently looking at how this could be managed. Ties into issues with inconsiderate use of communal areas, dog fouling and noise in flats / maisonettes.

Make it clear that customers with pets must have the property fumigated before handing in keys and produce a receipt to prove this.

Broad agreement for changes is succession rights but the guidance on alternative options need to be available to reassure customers.