

## **Summary of Changes to the Tenancy Agreement**

Reference to the Tenant's Information Handbook has been removed throughout and replaced with Housing Factsheet / Council website.

### **Your Rights as a tenant**

#### **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.

### **Our Responsibilities and Rights**

**Repairs and Maintenance: The Council will be responsible for** – Now includes reference to any solar panel equipment owned by CYC (not those owned by a third party)

**Exclusions** – Reference to the repair service standards has been removed and will be available in Factsheet form or on the website as these can change over time.

### **Your Responsibilities**

#### **Rent and Other Charges**

##### **Your weekly rent –**

**Payable rent** – now includes flexible tenancy start date and reads:

Rent, including any service charges is due on Mondays and is payable in advance. Your tenancy is a weekly agreement which runs from Monday to Sunday. It starts on the date indicated at the start of this document in the **Beginning of tenancy (Date)** section and rent will be due from this date. This may be part of a full week and this means that if you started your tenancy on any day other than a Monday, your first rent payment will be worked out in proportion to the number of days that week that you held your tenancy. In this case the first full weeks rent will be due from the following Monday. You must also make regular payments towards any other debts such as rechargeable repairs, or arrears and other debts arising from a former City of York Council tenancy. . **If you are in receipt of housing benefit or any welfare benefit awarded to help you make rent payments, it is still your responsibility to ensure that your rent is paid**

**Additional wording added:**

If you have agreed to receive the Intensive Housing Management service you will pay the weekly charges for this service as further additional rent. The charge for this will be notified to you by the Council and may increase from time to time as advised by the Council. Intensive Housing Management means practical advice and help to ensure you manage your home well and abide by the terms of your tenancy.

**Non payment of rent**

Wording changed to make it clear that non payment of service and other charges as well as basic rent may result in legal action to end the tenancy.

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

**Ending your tenancy: Notice and return of keys – Changes and additions:**

- Requirement to return keys by 10am on a Monday to avoid rent for that week.
- Customer to hand keys in to West Offices or another office by pre arrangement.
- Must not leave 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 during the notice period
- 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 leaves 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 the notice period, allowing repairs to be carried out, allowing photos to be taken and prospective tenants to be shown around.

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

Also included now:

**Accidental home contents insurance**

We strongly advise you to insure the contents of your home for accidental damage. If you accidentally damage fixtures and fittings in your home such as a wash hand basin or glass in windows, we will not cover the cost of this repair. If we repair it we will recharge the cost to you. Our Home contents insurance policy can insure you against such accidental damage.

**Access to property for repairs and inspection** – requirement to allow access for periodic property and tenancy inspections (or similar) and the taking of photographs / video for evidential or identification purposes.

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

### **Care of the Property –**

Requirement not to excessively clutter the home so as to cause health and safety problems, access to essential services and damage to the property.

**Note:** There has been a big increase in behaviour which can be described as hoarding.

Advice that CYC will remove any items left in communal to keep environment sterile in line with current procedures and relevant legislation.

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

**Garden section expanded to** - You must keep your garden neat and tidy this includes managing the lawn, removing weeds, pruning hedges, shrubs and trees. 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.

**Section on trees has been expanded to:** You are responsible for any trees that are within the boundary of the Property but you (or someone on your behalf) cannot 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.

**Vehicles section expanded to** - 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.

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You must not keep a vehicle or vehicles within the boundary of the property that have no road tax or insurance without the express permission of City of York Council Housing Services.

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

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

**Improvements to your home** – added in: 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**

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

**Disposal of Household Waste** – **added in:** The Council will recharge and take action if there are persistent problems with mismanagement of waste.

**Also added in:** You must also ensure that you make full use of the recycling facilities provided, ensuring all recyclable waste is placed in the correct container provided

**Also added in:** The tenant must put 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 – added in:** 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.

**Also added in:** 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’ from ‘overcrowding’ and to say that we may apply for possession where the tenant has allowed this.

**Sub-letting-** added in: 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.**

**Communal (shared) Areas - added in:** that tenants and their visitors cannot smoke in communal areas and congregate, especially at night as this may cause a nuisance to others in the block

**Also included:** If your property is a flat with shared areas, it is your responsibility to keep these areas clean, tidy and free from personal items and rubbish even where cleaners may be employed to clean the shared areas periodically.

**Pets** – substantial changes to forbid certain categories of animal (defined as dangerous and livestock not suitable for domestic environment) and the requirement for permission to keep pets / animals. This to be withdrawn in appropriate circumstances. Also must be restrained when passing through shared areas.

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

**Succession right!!!**

**Sheltered!!!!**

**Rent free weeks!!!!**

### **Items raised through consultation**

Remove mention of rent card section 7 Rent and other charges

Request for a 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.

You must dispose of your rubbish using the appropriate bins and ensuring that these are put out in the correct place in order for them to be collected. You must also ensure that you make full use of the recycling facilities provided, ensuring all recyclable waste is placed in the correct container provided

If you have agreed with the council to receive support services, you will additionally pay the weekly charges for these services, as further additional rent. These charges will be notified to you by the council and may increase from time to time as advised by the council. "Support services" means any additional support service provided by the council or on the council's behalf to assist you to maintain the terms of your tenancy.