

## Tenancy Agreement - Feedback from customers after first consultation exercise

	Comment	Officer Comments
1	Ban ball games near council properties	1. Whilst not specifically covered it is something that would be covered under the nuisance clauses. Unlikely to be enforceable on its own unless it was causing a serious nuisance.
2	Lots of comments on civil liberties, and that we are discriminating against council tenants for imposing sanctions on them which don't apply to non-council tenants	2. The agreement and these comments have been checked by legal services and it doesn't contravene the Human Rights Act
3	9b Smoke alarms: Who is responsible – needs to be clearer about who changes the batteries, and who is responsible for the alarm. If we have installed it under Tenants Choice he feels we should maintain it	3. Agreed, the agreement has been made clearer and explains that tenants are responsible for changing the batteries.
4	<p>a. Suggests that tenants should pay a bond before moving in – returnable after leaving, to cover damage caused</p> <p>b. Would like regular EM property checks – to check for damage to property</p> <p>c. Publish figures for recharged repairs, and how much is collected</p> <p>d. Recharge the tenant for the cost of missed repairs appointments</p> <p>e. Compensate tenants for appointments missed by council officers</p> <p>f. Do checks on gardens and take action against tenants for untidy gardens</p> <p>g. Ensure contractors who dig up pavements and grass verges reinstate them after work is completed</p> <p>h. Clarify what anti-social behaviour is – make the descriptions more specific and give clear examples e.g. is youths riding motorbikes anti-social behaviour</p> <p>i. Clarify what is deemed to be an offensive weapon – give examples</p> <p>j. Publish annual report about all costs – especially for recharges from tenants who have caused damage</p> <p>k. Would like point 11n – 'behaviour towards council employees and contractors' applied to all residents. Wants clear statement about what behaviour is acceptable/unacceptable</p> <p>l. Specify the times of day power tools can be used (should they be stopped when children are likely to be in bed?)</p>	<p>a. Many tenants are on welfare benefit and would not be able to afford a bond</p> <p>b. Regular checks are done and customers are recharged</p> <p>c. This could be done in the annual report.</p> <p>d. This has been changed from 'will' to 'may be' charged. This will be in exceptional circumstances.</p> <p>e. In cases where appointments are missed customer may receive compensation</p> <p>f. There is a clause in the new agreement. Action is taken.</p> <p>g. This is not something that can be covered by the Tenancy agreement. It is covered by Highways.</p> <p>h. If you are too specific you risk missing something, making it easier to defend.</p> <p>i. There are any number of objects that could be an offensive weapon difficult to clarify</p> <p>j. There is an annual report that publicises information about costs, may wish to include something on recharges in future.</p> <p>k. This document is a contract between council tenants and the council and can only apply to council tenants</p> <p>l. By specifying times, this would restrict action being taken against a tenant who abided to the times but used the tools excessively</p>

5	<ul style="list-style-type: none"> <li>a. Consultation – are there any guidelines or timescales for the consultation process with tenants</li> <li>b. Setting rents and charges – Is there a right of appeal for tenants who wish to dispute a rent increase or recharge increase</li> <li>c. “Our responsibilities” section – would like to include a statement for new tenants:- “The council will endeavour to ensure that the property will be of a safe and suitable construction, and that both the internal and external areas of the property are of a reasonable, clean and tidy condition.”</li> </ul>	<ul style="list-style-type: none"> <li>a. Contained in the agreement and the tenants handbook.</li> <li>b. Tenants have the right to terminate their agreement if they don't agree with the rent.</li> <li>c. This is a legal requirement under Housing Legislation.</li> </ul>
<b>Comment</b>		
6	<ul style="list-style-type: none"> <li>a. Security bulbs – make it clear that you offer help for OAP/disabled tenants as these bulbs are inaccessible</li> <li>b. Recharging for locks changes – tenants should not have to be recharged when the lock fails due to workmanship, or previous repair by the council, or circumstances outside the tenants control</li> <li>c. Access to carry out gas servicing – 2 attempts should be made to arrange for appointments for gas servicing before treating it as an emergency</li> <li>d. Access to carry out repairs – add in that there may be reasonable cause not to be at home for appointment e.g. hospital, childcare etc and that the tenant won't be recharged on these occasions</li> <li>e. Decorating – remove reference to decorating “as often as necessary” – it can't be monitored</li> <li>f. Pets - Include a clause about getting written approval before keeping any animals that have to be licensed</li> <li>g. Pets – Include a clause about not keeping any pets classed as dangerous or endangered</li> <li>h. Notices – notices not delivered by hand should be recorded delivery</li> </ul>	<ul style="list-style-type: none"> <li>a. Exceptions are made for elderly/disabled people but it is not automatically offered.</li> <li>b. The customer would not be charged in these circumstances</li> <li>c. As a minimum the council attempts to gain access on 2 occasions before treating as an emergency.</li> <li>d. If the council was to recharge for a missed appointment, the case would need to be thoroughly investigated and the customer would be warned before recharging.</li> <li>e. It is difficult to monitor however the clause is there for exceptional cases.</li> <li>f. Covered by item below</li> <li>g. Agree</li> <li>h. Notices are generally served by hand. If they are posted they would be sent recorded delivery</li> </ul>
7	Very happy with the new agreement – written in good plain English	
8	Abusive email stating that EMS don't act on nuisance issues!	
9	<ul style="list-style-type: none"> <li>a. Request for 24 hour phone number to report anti-social behaviour</li> <li>b. Happy with inclusion of same sex couples being included in the right to succeed</li> </ul>	<ul style="list-style-type: none"> <li>a. This is a resource issue</li> <li>b. No comment</li> </ul>
10	Section 9a – add the word clean – “you must keep all shared entrances, halls, stairways and landings <b>clean</b> , free from rubbish etc...”	Agreed.

11	Very happy with whole document – particularly section on anti-social behaviour	
12	Very clear and easy to understand	
13	If the council is proposing to recharge customers for missed repairs appointments, customers should also receive compensation when Commercial Services fail to keep appointments	In exceptional cases this does happen.