

## Changes to tenancy terms and conditions

Location of clause in proposed new tenancy	Original location of clause in the current tenancy (or statutory reference)	Summary of proposed changes, and their effect
	Explanation of terms used	
Tenancy details form	This was originally a separate document signed by the parties to the tenancy.	This has been reviewed to be included in the tenancy agreement. This ensures that it is clear which tenancy agreement the parties have signed up to.
Section 2, Information about your tenancy agreement (pages 2 to 5)	Introduction to tenancy conditions	<p>This section has been reviewed with a view to explain more clearly the responsibilities of tenants under tenancy agreements. In addition to this there is some new content:</p> <ul style="list-style-type: none"> <li>• More explanation is given about secure and introductory tenancies.</li> <li>• A clause is inserted on page [5] making it clear that tenancy rights do not extend to anyone other than the named tenant, the named landlord and anyone who takes over the legal rights/duties of the named tenant or landlord.</li> <li>• A data protection clause is inserted on page [5], which commits us to operate within current data protection law (as updated over time) when dealing with your personal details.</li> <li>• A clause is inserted on page [5] which informs you where to send notices to us, and which also states that we may serve notices on you at the dwelling being let to you or at your last known address.</li> </ul>

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<p>Section 3, Your rights (pages 6 to 11), comprises the following clauses:</p> <ul style="list-style-type: none"> <li>• Right to live in the property</li> <li>• Right to repair</li> <li>• Right to succession</li> <li>• Right to assign</li> <li>• Right to information</li> </ul>	<p>Clause 1 and the introduction to tenancy conditions</p> <p>Housing Act 1985, section 96</p> <p>Housing Act 1985, section 87</p> <p>Housing Act 1985, section 91</p> <p>Clause 2, and Data Protection Act</p>	<p>No change is intended in relation to the tenant's right to live at the dwelling. The new clause is intended to be more plain English, and also explains that the court processes between introductory and secure tenancies are different. This does not alter the position at law though – it simply reflects the fact that we would like to use the same tenancy terms and conditions booklet for introductory and secure tenants.</p> <p>Tenants' right to repair is currently only contained in statute, rather than in the existing form of tenancy agreement. The proposed new tenancy agreement does not seek to alter the application of the statutory right to repair, but we wanted to list it in the proposed tenancy document, so that tenants were clear what tenancy rights they have.</p> <p>The right to succeed is currently only contained in statute, rather than in the existing form of tenancy agreement. The proposed new tenancy agreement does not seek to alter the application of the statutory right to succeed, but we wanted to list it in the proposed tenancy document, so that tenants were clear what tenancy rights they have.</p> <p>The proposed new clause does not alter the position at law in relation to assignments. As with the other rights clauses discussed above, we wanted to list rights in the proposed tenancy document, so that tenants were clear what they have.</p> <p>The proposed new clause does not alter the position at law in relation to your access to information we hold about you. As with the other rights</p>

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<ul style="list-style-type: none"> <li>• Right for involvement</li> <li>• Right to consultation</li> <li>• Right to manage</li> <li>• Right to mutual exchange</li> <li>• Right to improve</li> <li>• Right to take in lodgers</li> </ul>	<p>1998, section 7 and Part II generally</p> <p>No equivalent tenancy clause.</p> <p>Housing Act 1985, sections 104 and 105</p> <p>Housing Act 1985, sections 27 to 27B</p> <p>Clause 2, and Housing Act 1985, section 92 and Schedule 3</p> <p>Clause 16, and Housing Act 1985, sections 97 to 101</p> <p>Housing Act 1985, section 93</p>	<p>clauses discussed above, we wanted to list rights in the proposed tenancy document, so that tenants were clear what they have.</p> <p>This proposed new clause gives tenants' the right to start or join local tenants' groups.</p> <p>The proposed new clause does not alter the position at law in relation to your access to information about your tenancy and our housing management, or your right to be consulted about changes in housing management which are likely to substantially affect you. As with the other rights clauses discussed above, we wanted to list rights in the proposed tenancy document, so that tenants were clear what they have.</p> <p>This proposed new clause sets out your right to form a tenant management cooperative to take over the management of housing management services.</p> <p>The proposed new clause does not alter the position at law in relation to your right to exchange your property with another qualifying tenant. As with the other rights clauses discussed above, we wanted to list rights in the proposed tenancy document, so that tenants were clear what they have.</p> <p>The proposed new clause does not alter the position at law in relation to your right to improve your property with our consent. As with the other rights clauses discussed above, we wanted to list rights in the proposed tenancy document, so that tenants were clear what they have.</p> <p>The proposed new clause does not alter the position at law in relation to your right to take in lodgers. It does however, introduce a new tenancy</p>

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<ul style="list-style-type: none"> <li>• Right to sublet</li> <li>• Right to an alternative landlord</li> <li>• Right to buy</li> </ul>	<p>Clause 2, and Housing Act 1985, sections 93 and 94</p> <p>Housing Act 1985, section 32</p> <p>Housing Act 1985, Part V</p>	<p>obligation to inform both us and the Unified Benefit Advisory Service of the details of the intended lodger, and the part of your home they will occupy.</p> <p>The proposed new clause does not alter the position at law in relation to your right to sublet part of your property as long as you have our prior written permission (likewise there is no change to the prohibition on subletting the whole of your property). It does however, introduce a new tenancy obligation to inform both us and the Unified Benefit Advisory Service of the details of the intended sub tenant, and the part of your home they will occupy.</p> <p>The proposed new clause sets out your right, in certain circumstances, to have a group of your homes transferred to another landlord.</p> <p>The proposed new clause does not alter the position at law in relation to your statutory right to buy your home. As with the other rights clauses discussed above, we wanted to list them in the proposed tenancy document, so that tenants were clear what rights they have.</p>
<p>Section 4, Rent and other charges (pages 12 to 13), comprises of the following clauses:</p> <ul style="list-style-type: none"> <li>• Our obligation 1, utility payments</li> </ul>	<p>No equivalent tenancy obligation</p>	<p>This proposed clause introduces a new obligation on us to pass on any utility payments collected from you as part of your total rent, to the appropriate organisation.</p>

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<ul style="list-style-type: none"> <li>• Our obligation 2, rent increase notices</li> <li>• Our obligations 3 and 4, other charge increases</li> <li>• Our obligation 5, rent statements</li> <li>• Your obligation 6, rent payments</li> <li>• Your obligations 7 and 8, other charges</li> <li>• Your obligation 9, rent arrears</li> </ul>	<p>Clause 6, and Housing Act 1985, section 102</p> <p>Clause 6, and Housing Act 1985, section 102</p> <p>No equivalent tenancy obligation</p> <p>Clause 4</p> <p>Clause 5</p> <p>No equivalent tenancy obligation</p>	<p>The proposed new clause confirms that we will continue to give four weeks' notice of rent increases.</p> <p>The proposed new clause confirms that we may continue to give less than four weeks' notice of increases or decreases of other charges, but it adds a new obligation for us to give at least one weeks' notice in relation to these charges.</p> <p>The proposed new clause introduces a new obligation on us to supply rent statements on demand, and in any event at least four times a year.</p> <p>No change to your rent payment obligations.</p> <p>The list has been adjusted slightly (most obviously to allow for the existence of support charges), but there is no change to your general obligation to pay any other charges which are included in your total rent.</p> <p>This proposed clause introduces a tenancy obligation to pay any rent arrears which you owe us, either on this or a previous tenancy we granted to you. If you do not pay your arrears, this will be a breach under the tenancy agreement and may form part of a possession action against you.</p>

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<p>Section 5, Repairs and improvements (pages 14 to 16), comprises of the following clauses:</p> <ul style="list-style-type: none"> <li>• Our obligation 1, structure and exterior</li> <li>• No clause equivalent to existing clause 8.</li> <li>• Our obligation 2, external and communal decoration</li> <li>• Our obligation 3, communal grounds</li> <li>• Your obligation 4, repairs reporting</li> <li>• Your obligation 5, attending appointments</li> <li>• Your obligations 6 and 7, repairs</li> <li>• Your obligation 8, allowing us access</li> </ul>	<p>Clause 7</p> <p>Clause 8</p> <p>Clause 9</p> <p>No equivalent tenancy obligation</p> <p>Clause 12</p> <p>No equivalent tenancy obligation</p> <p>Clauses 10 and 11</p> <p>Clause 13</p>	<p>[No change is proposed to our repairing obligations.]</p> <p>No change is proposed to our obligations to keep in working order installations within your home.</p> <p>This proposed clause clarifies that the Council is responsible for both external decoration (which has always been the case but is not stated in the existing tenancy) and communal area decoration.</p> <p>The proposed new clause introduces a new obligation on us to keep relevant communal grounds clear and tidy.</p> <p>No change is proposed to this clause.</p> <p>This new proposed clause allows us to charge you, our reasonable costs for missed appointments.</p> <p>No changes are proposed to these clauses.</p> <p>This clause has been expanded to explain more works which might require access to be obtained, specifying the notice periods required for obtaining access, and clarifying that in an emergency we may decide to</p>

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<ul style="list-style-type: none"> <li>• Your obligations 9 and 10, damage</li> <li>• Your obligation 11, making improvements</li> </ul> <p>Section 6, Using your home (pages 17 to 20), comprises of the following clauses:</p> <ul style="list-style-type: none"> <li>• Our obligation 1, support services</li> <li>• Your obligations 1 and 2, use of your home</li> <li>• Your obligation 3, overcrowding</li> <li>• Your obligation 4, abandonment</li> <li>• Your obligation 5, maintenance</li> <li>• Your obligation 6, internal decoration</li> </ul>	<p>Clauses 14 and 15</p> <p>Clause 16</p> <p>No equivalent tenancy obligation</p> <p>Clauses 1 and 3</p> <p>No equivalent tenancy obligation</p> <p>No equivalent tenancy obligation</p> <p>Clauses 18 and 34</p> <p>Clause 19</p>	<p>force entry (making the property secure again afterwards).</p> <p>No changes are proposed to these clauses.</p> <p>No substantive change is proposed to this clause, although it does now specify you may be responsible for obtaining other consents/permissions for any works.</p> <p>This new proposed clause notes that we may be responsible for arranging support services.</p> <p>No changes are proposed to the operation of these clauses.</p> <p>This proposed clause explains that overcrowding is not permitted.</p> <p>This proposed clause requires you to let us know if you are to be away from your home for more than 28 days.</p> <p>This proposed clause introduces tenancy obligations around the disposal of waste and the use of recycling facilities.</p> <p>No change is proposed to this clause.</p>

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<ul style="list-style-type: none"> <li>Your obligations 7, 8 and 9, gardens</li> </ul>	Clauses 20 and 21	No substantive changes are made to garden maintenance obligations, although the proposed clauses now states that gardens must not be used to store rubbish/furniture etc. The proposed clauses also now state that we may charge you our costs (including court costs) in remedying your failure to comply with these clauses.
<ul style="list-style-type: none"> <li>Your obligation 10, aerals</li> </ul>	Clause 23	No changes are proposed to this clause.
<ul style="list-style-type: none"> <li>Your obligation 11, smoking at sheltered housing accommodation</li> </ul>	No equivalent tenancy obligation	This is a proposed new clause seeking to prevent smoking in communal areas in sheltered housing schemes
<ul style="list-style-type: none"> <li>Your obligations 12 and 13, storage of inflammable material</li> </ul>	Clause 24	No changes are proposed to these obligations.
<ul style="list-style-type: none"> <li>Your obligation 14, obstructions</li> </ul>	Clause 25	The new proposed clause expands on the need not to create health and safety hazards.
<ul style="list-style-type: none"> <li>Your obligations 15 and 16, fire safety</li> </ul>	No equivalent tenancy obligations	These proposed new clauses requires tenants to ensure fire safety measures are not interfered with.
<ul style="list-style-type: none"> <li>Your obligations 17, 18, 19, and 21 parking</li> </ul>	Clauses 22 and 26	Proposed clauses 17, 18 and 19 do not materially change tenants' obligations although new clause 17 makes it clear that dropped kerbs are a requirement when a property's garden is going to be used for parking. Proposed new clause 21 seeks to protect emergency bays and prohibits parking in areas where emergency services may need to obtain access.
<ul style="list-style-type: none"> <li>Your obligation 20, vehicle repairs</li> </ul>	Clause 27	No changes are proposed to this clause.



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<p>Section 7, Being a good neighbour (pages 21 to 23) comprises of the following clauses:</p> <ul style="list-style-type: none"> <li>• Our obligations 1 and 2, our response to problems</li> <li>• Your obligation 3, nuisance</li> <li>• Your obligations 4 and 6, harassment</li> <li>• Your obligation 5, illegal or immoral activity</li> <li>• Your obligation 7, pets</li> </ul> <p>Section 8, Changes to your circumstances (page 24)</p>	<p>No equivalent tenancy obligations</p> <p>Clauses 28 and 29</p> <p>Clauses 31 and 33</p> <p>Clauses 30 and 32</p> <p>Clauses 35, 36 and 37</p> <p>No equivalent tenancy obligations</p>	<p>The new proposed clauses make clear our responsibilities to take legal action where appropriate, and to respond appropriately to complaints of nuisance, harassment or victimisation.</p> <p>No substantive change is intended to these clauses.</p> <p>No substantive change is intended to these clauses.</p> <p>No substantive change is intended to this clause.</p> <p>Some new obligations are proposed which make keeping pets subject to conditions to promote responsible pet ownership, and allowing us to require pets which cause a nuisance to be removed.</p> <p>This proposed new section requires tenants to inform us when their circumstances change. Examples of changes of circumstances include:</p> <ul style="list-style-type: none"> <li>• Changes of name, and birth of children</li> <li>• Occupants moving in or out permanently</li> <li>• Adding or removing people from the tenancy</li> </ul>

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<p>Section 9, Ending your tenancy (page 25 to 26) comprises of the following clauses:</p> <ul style="list-style-type: none"> <li>• Clauses 1 and 2, notice period</li> <li>• Clause 3, outstanding rent and charges</li> <li>• Clauses 4 and 5, clearing the property</li> <li>• Clause 6, people remaining at the property</li> <li>• Clauses 7 and 8, how we can end the tenancy</li> <li>• Clauses 9 to 11, rights of succession</li> </ul>	<p>Clauses 38 and 39</p> <p>No equivalent tenancy obligations</p> <p>Clause 40</p> <p>No equivalent tenancy provision</p> <p>Clause 41</p> <p>No equivalent tenancy provisions</p>	<p>No change is intended to these clauses.</p> <p>This proposed new clause makes it clear that rent and other charges which cover the tenant's notice period must still be paid by the tenant.</p> <p>No substantive change is intended to these obligations.</p> <p>This new proposed clause states that people left at the property after the tenancy has ended will be removed, and any legal costs may be recharged to that person or the outgoing tenant.</p> <p>The new proposed clauses explain in more detail, the process for us to end a tenancy. These clauses do not change the position at law however, and so even though there are no tenancy clauses which set out all of this information in the current tenancy, there will be no substantive change to the way we end tenancies if these clauses are included.</p> <p>The new proposed clauses the right of succession, in the event of a tenant's death. These clauses do not change our current policy on succession however, and so even though there are no tenancy clauses which set out this information in the current tenancy, there will be no substantive change to the way we manage successions if these clauses are included.</p>

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Section 10, Complaints, comments and compliments (pages 28 to 29)	No equivalent tenancy provisions	These new clauses are proposed to make it clear what the processes are for tenancy complaints, comments and compliments. They reflect current policy, and have principally been included so that tenants can see what their rights are.