

FLINTSHIRE COUNTY COUNCIL

REPORT TO: **CABINET**

DATE: **16TH OCTOBER 2012**

REPORT BY: **HEAD OF HOUSING**

SUBJECT: **SECURE/INTRODUCTORY TENANCY AGREEMENT**

1.00 **PURPOSE OF REPORT**

1.01 To provide Cabinet with an updated version of the Secure/Introductory Tenancy Agreement for approval following earlier proposals in July 2011.

2.00 **BACKGROUND**

2.01 The Executive agreed amendments to the Council's Tenancy Agreement on the 19 July 2011. The amendments were designed to take account of best practice and to allow an opportunity to strengthen the agreement and clarify responsibility in areas such as Anti- social behaviour. It was agreed that the new agreement would not be implemented until after the housing ballot and that the document should be professionally designed.

As twelve months had elapsed since the original approval the agreement has been amended slightly to take into account the latest legal advice. In addition, a Tenant Handbook has been produced to accompany the agreement. This explains all the policies and processes applicable to Council Tenants. The two documents need to be considered together as one compliments the other.

3.00 **CONSIDERATIONS**

3.01 The revised agreement is attached as Appendix 1. Plain English has been used throughout and definitions have been included in the margins of the document rather than in a separate list.

3.02 Some of the changes to the document are as follows. The list is not exhaustive.

3.03 The sequence of the document has been changed to make it flow better and to make it easier for Tenants to refer to.

- 3.04 Page 1 emphasises that the Tenancy Agreement is a legal document and the importance of keeping it safe. Page 2 states that the Agreement is a legally binding contract between Landlord and Tenant; it also includes mention of the Council's legal obligation to provide the document in other forms and languages. This was previously missing from the original draft (a copy of which is available in the Members Room).
- 3.05 The final Agreement will be produced in a booklet form with tear out sheets for the "tenancy details" referred to on page 3 of the new document. These details will be signed by both the Neighbourhood Housing Officer and the Tenant, with a copy being available for both parties.
- 3.06 More robust measures have been included around allowing not only the Council access to carry out emergency work but also any "agent, representative or contractor". See page 11 of the new document.
- 3.07 The section on "Your Rights as a Secure Tenant" has been expanded to give tenants more information on each Right rather than just a list.
- 3.08 Condition 13 of the current agreement does not specify that the Landlord must provide 24 hours written notice to the Tenant of their intention to access the dwelling. This has now been included in the revised agreement (page 11).
- 3.09 Condition 25 of the current agreement fails to give responsibility to persons living with or visiting the Tenant not to interfere with fire detecting equipment in communal areas and for ensuring that security and fire doors are kept closed. This has now been included in the revised agreement (page 14).
- In Section 5 of the new agreement a clause has been added explaining that the council reserves the right to defer home improvements where there is an existing breach of tenancy. This would include action being taken to recover rent arrears, action for antisocial behaviour or a tenant failure to adhere to any other condition of tenancy. Improvements would be completed once the breach had been remedied.
- 3.10 Following the recent improvements to the agreement Lawyers are giving the document its final health check to ensure it is fully compliant with the law and it is robust in all areas.
- 3.11 Both the work on the Tenancy Agreement and the Handbook has been undertaken in consultation with the Tenant's Federation. Formal consultation with all tenants will follow approval and a suggested timetable is shown below.

At the request of Housing Scrutiny Committee, it has been agreed that, for older residents in sheltered accommodation workshops will be held

once the agreement has been approved for implementation to explain and communicate the changes.

In addition members have requested that officers seek advice on whether contents insurance can be made an “opt out” condition at the start of a tenancy and could be promoted better for existing tenants. Subject to the outcome of this advice the agreement and handbook will be amended accordingly.

One final request at the Housing Scrutiny Committee was for advice on disposing of clinical waste to be included in the tenants handbook.

Implementation process for the new agreement

Preliminary Notice of Variation (PNV) issued to Tenants	Week Com 29 th October 2012
Consultation at Tenants Conference	31 st October 2012
PNV Consultation starts	5 th November 2012
PNV Consultation ends	7 th December 2012
Tenants recommendations are considered by Head of Service	4 th January 2012
Notice of Variation issued	Week Com 14 th January 2013
New Tenancy Agreement implemented	Week Com 18 th February 2013

- 3.12 The Housing Act 1985, Part IV, gives Local Authorities the right to vary a periodic tenancy by serving a Notice of Variation.

Before serving a Notice of Variation a Preliminary Notice must be served on each tenancy informing the tenant or joint tenants of the Council's intention to vary the Tenancy Agreement; specifying the proposed changes and effects the changes will have and inviting the tenants to comment on the proposed changes, This have to be done giving the tenants a reasonable period of time, i.e. four weeks. All comments will be considered by the Head of Service and a final version of the Agreement produced.

- 3.13 The Notice of Variation will then be served on all tenants giving then four weeks before the new Agreement comes into force any tenant not wishing to accept the new tenancy can give their statutory weeks Notice to vacate their Council home.

4.00 RECOMMENDATIONS

- 4.01 Cabinet are asked to approve the final draft of the Tenancy Agreement and timetable for implementation.

5.00 FINANCIAL IMPLICATIONS

5.01 Printing cost of the tenancy agreement will be met from existing budgets. Translation cost will be met from existing corporate budgets.

6.00 ANTI POVERTY IMPACT

6.01 None arising directly from this report.

7.00 ENVIRONMENTAL IMPACT

7.01 None arising directly from this report.

8.00 EQUALITIES IMPACT

8.01 The proposed changes will ensure all tenants are treated fairly regardless of age, sex, gender, religion or sexual orientation.

9.00 PERSONNEL IMPLICATIONS

9.01 None.

10.00 CONSULTATION REQUIRED

10.01 Addressed in the body of the report.

11.00 CONSULTATION UNDERTAKEN

11.01 Informal consultation with Tenants Federation.

12.00 APPENDICES

12.01 Appendix 1 – Draft Tenancy Agreement with suggested amendments in red.

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS**

None

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