**Section 103 Housing Act 1985: Tenancy Agreement Consultation process 2025**

**Frequently Asked Question’s**

1. **Why is the tenancy agreement being changed?**

The tenancy agreement was last updated in 2015. The current conditions of tenancy need to be brought up to date so that your tenancy can be managed effectively, reflect current legislation and address issues tenants have raised. For example, wording such as Independent Living Accommodation has been updated from supported housing to reflect the service we are currently delivering.

1. **What are the stages of a statutory consultation to vary my tenancy agreement?**

Statutory consultation has two stages and timescales as follows:

* Stage 1
* Preliminary stage 1A: a preliminary notice is served on all existing tenants, together with a copy of the new agreement, giving at least one month in which to submit comments.
* Preliminary stage 1B: the council is required to consider all comments made but does not have to change the agreement because of them. The council may make changes if it considers them to be valid and that they would improve the draft agreement.
* Stage 2

Once the final tenancy agreement is approved, a 28-day “notice of variation” is served on all existing tenants. Once this period ends, the new agreement is in force and replaces the previous agreement. You do not need to sign the new agreement and your own tenancy details do not need to be written in the new agreement. This statutory time period allows you to terminate their tenancy should they disagree with the terms of the new tenancy agreement which are to be implemented.

1. **Will I have to sign another tenancy agreement?**

No, you will not be required to sign anything. We will send you a new Tenancy Agreement once we have finished consulting and it will automatically replace your existing agreement.

1. **Does this mean my tenancy has ended or will end?**

No. The date you started a tenancy with us will remain the same. Your tenancy will not end and will continue with new conditions.

1. **What about my rights?**

Your legal rights will not change but some of the conditions of your tenancy might. Your legal rights and the conditions of your tenancy are set out in the new agreement.

1. **Can the conditions be backdated?**

No. We can only use the new terms from the date they are in force from. Many of the conditions cover the same things as before, for example, you still must ask us permission before you do any alterations to the property, and we have updated some other conditions to make them clearer.

1. **Who will this affect?**

It will affect everyone who lives at or visits your home. You are responsible for making sure all terms and conditions in the agreement are kept to. This means you are responsible for anyone else who lives in the property. This includes family members, friends, lodgers and even your pets or medical or emotional assistance animals. You are also responsible for the action of any visitors to the property regardless of who they are visiting.

1. **Can you take action against me where someone else has caused a nuisance?**

Yes, if that person lives with you, or is/was visiting your home. This can include action to repossess the property or any other appropriate action. This was also included and enforceable within previous tenancy agreements.

1. **I don’t agree with the proposed changes. What can I do?**

We encourage you to share their views on the proposed changes, so please let us know through the consultation. Some of the changes have been made from listening to tenants’ feedback already. This consultation is your opportunity to give us your feedback for consideration towards the final version of the revised tenancy agreement. We will review all consultation comments, and these will be considered to help shape the final tenancy agreement. Where suggested changes are not appropriate for the tenancy agreement or not in line with our legal duties or current policies, the council does not have to make changes. The council will collate feedback and outcomes / responses in a document which will form part of stage 2 of the consultation process.

1. **Why does the new tenancy agreement draft have references to policies?**

The Council has policies which are reviewed regularly to ensure they still reflect current processes and practices at the council. By linking the policies, this ensures the tenancy agreement reflects the current service, permission and standards expected to be delivered for these areas. An example of this is the Repairs and Maintenance Policy, where extra detail is included on how the council will provide and deliver repairs and maintenance to Council Homes.

1. **I have noticed that the new tenancy agreement states a change from 50-week charge to advance 52/53 weeks. Does this mean you are charging me more as I will be charged over Christmas and no longer get rent free weeks?**

No, you are not being charged additional weeks. All existing rent charges are based on the annual total rent charge divided over 50 weeks and the new charge will just be the same total annual charge divided over 52 or 53 weeks (note 53 weeks applies when there are 53 Mondays during the financial year).

The below example of rent calculation provides an example of how the total annual charge remains the same but by dividing it up over more weeks reduces the rent charge:

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual charge** | **Weekly charge 50 weeks** | **Weekly charge 52 weeks** | **Weekly charge 53 weeks** |
| £4000 | £80 | £76.92 | £75.47 |

Rent should also be paid weekly in advance in line with the terms of the tenancy agreement.

1. **Why is there a list of service charges within the tenancy agreement?**

The existing tenancy agreement already captures some of this information, but as part of the tenancy agreement review for transparency, we will capture more detail on service charges and only include any applicable to your charges. This ensures tenants are clear on what they are being charged for and only pay for the services they use. Examples include estate maintenance and management. If service charges apply to your account, the charges will be detailed in an annual rent letter sent each year.

1. **How can I give my feedback?**

* Complete the online form via <https://www.lincoln.gov.uk/TACS> or by scanning the QR code included on the enclosed survey form.
* Email your comments to: [Tenancyagreementconsultation@lincoln.gov.uk](mailto:Tenancyagreementconsultation@lincoln.gov.uk)
* Call us on 01522 881188
* In writing to our registered freepost address: Freepost COLC HOUSING TEAM
* In person: Our Housing Strategy Team will be holding drop-in sessions at the following locations:
* 13th August 2025 – 10am to 3pm – The Ermine Exchange, Sudbrooke Drive Community Centre, Lincoln, LN2 2DS
* 16th August 2025 - 12 noon to 4pm - Lincoln Pride, Orchard Street, Lincoln, LN1 1DD
* 21st August 2025 – 10am to 3pm – Moorland Community Centre, Moorland Avenue, Lincoln, LN6 7JJ
* 16th September 2025 – 10.45am to 2.15pm – Arise Church, 127 Birchwood Avenue, Lincoln, LN6 0JE
* 17th September 2025 - 10am to 3pm - Sincil Bank Community Hub, 30 Portland Street, Lincoln, LN5 7JX
* Dates will also be set at Independent Living Schemes, and this will be communicated directly to the tenants who live in those schemes.

1. **Who do I speak to if I need assistance with understanding the changes or reading the letter?**

Please contact us on 01522 881188 or visit us at one of our drop-in sessions detailed above.

1. **What happens next?**

Once the consultation closes and any changes have been made, the Executive Committee will decide whether to approve the Tenancy Agreement. We will then send you a formal notice of variation, a copy of the new Tenancy Agreement and tell you the date it starts. Further information on City of Lincoln Councils Committees and constitution is available on our website [The Constitution - Part 2 - Articles of the Constitution.pdf (lincoln.gov.uk)](https://democratic.lincoln.gov.uk/documents/s75495/The%20Constitution%20-%20Part%202%20-%20Articles%20of%20the%20Constitution.pdf)