**Summary of Key Changes from current Tenancy Agreement 2015**

**and Draft 2025 Tenancy Agreement**

| **Key change** | **Reason** |
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| Easy to understand version and clearer due to the revised running order and wording updated to be clear | The previous version running order and wording made the document less user friendly. We believe the revised running order is now easier to understand and clearer. We will be capturing a Tenancy Agreement summary within the suggested improvements which headlines key items for ease of reference, they the detail in the full tenancy agreement should they need to refer in more detail. |
| Supported Housing references and services | All references updated to reflect Independent Living which is the name of this service area now. Wording updated to key areas such as 1.6 to refer to extra information being provided and captured within sign up pack information for Independent Living Schemes based on each site rather than within the main tenancy agreement now. This ensures that for specific schemes such as De Wint Court, Derek Miller Court etc. have tailored sign-up information packs to reflect what service they receive which may be unique for that scheme. |
| Tenure type detail updated | Updated to reflect tenure types and wording updated to demoted tenancy wording so this is clear but more reader friendly. |
| Using your home as main home and second home section added | Wording updated specifically around the terms of the agreement about occupying the property and if they have a second home. This ensure the tenancy agreement is clear that we can act should it be determined that the tenant is not occupying their home but also if they have more than one home. |
| Misrepresentation of information and tenancy fraud | New sections added relating to false statement or material change in circumstances before being housed and that the council may take further action.  Tenancy Fraud Policy also captured to ensure action which can be taken is clearly in place should a tenant also commit fraud. |
| Rent charging period updated to 52/53-week wording | CoLC are looking to progress charging over each calendar week rather than spreading the annual cost over 50 weeks. It is hoped this can be introduced next financial year subject to the consultation feedback. Charging every week helps with consistency and clarity of rent charging and the systems we follow. The FAQ’s information details that tenants do not get rent free weeks the annual rent is currently just charged over 50 weeks rather than the full weeks of the year.  Wording around chargeable in advance is also captured within 3.9 to ensure it is clear to tenants that they are expected to pay their rent in advance. |
| Service charge wording captured in more detail within the agreement | This offers extra clarity to the tenants if they are being charged a service charge, what this is made up of. This is also in keeping with the social housing regulators need for transparency. |
| Repairs information updated to reflect current service and responsibilities | Repairs and maintenance policy referenced and responsibilities for both tenant and landlord to ensure up to date with current service. |
| Recharge wording updated to reduce interpretation of what can be charged. | This used to capture the word reasonable which could be open for challenge. This now captures the wording full costs will be recharged. |
| Extensive update to capture all current GDPR information. Section now included under section 8 rather than as previously at the start within section 3. | Ensure up to date with current GDPR following changes in 2018. |
| Policies referenced in the tenancy agreement | This ensures that the reference to the existing policies ensures that the Tenancy Agreement remains current and up to date. For example, when a policy is updated as part of its review this updates the service being delivered and in turn the operational detail is not needed fully in the tenancy agreement. |
| Extra wording added in regarding unlawful use of your home (section 6) and security and safety of equipment. | This includes updates and references to items not to take place in the home e.g. storing or creating explosive devises, prostitution, weapons, fire doors and requiring remaining shut/not tampered with. This update captures extra details following events over the years which in turn then if a tenant is found to be in breach easier to progress via enforcement and possession depending on severity and less interpretable on what we expect, and they have signed up to if they challenge our enforcement. |
| Pets, Medical Assistance Dogs and Emotional Support animals – updated wording to reflect new policy | References to pets updated and the new policy as we are conscious how important pets are to our tenants, but as a landlord we also need to manage expectations regarding the operational element of this. |
| Allowing us to enter your home updated | This now captures carry out regular tenancy visits as required by the regulator. This is to try and help the council gain access for profiling and understanding our tenants needs. By capturing this update to the tenancy agreement, it ensures access should be provided upon request. |
| Table of meaning of words (section 10 previously section 1) | Moved to the end of the tenancy agreement rather than the start and updated to make this more reader friendly to understand. |