**SUMMARY OF PROPOSED NEW TENANCY AGREEMENT CHANGES TO THE TENANCY AGREEMENT**

The below table provides a summary of changes, cross references, and differences between the existing tenancy agreement and the proposed new one. Please refer to the 2015 tenancy document which you would have previously been issued. If you are unable to locate your copy, this can be accessed online at <https://www.lincoln.gov.uk/TACS>, or alternatively please email [Tenancyagreementconsultation@lincoln.gov.uk](mailto:Tenancyagreementconsultation@lincoln.gov.uk) or telephone 01522 881188 to request a copy to be sent in the post.

| **Page number/section in new Tenancy Agreement** | **Page number/section in existing 2015 Tenancy Agreement** | **2015 wording where applicable** | **Change and comments** |
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| Contents page and references throughout the whole document | Various | Supported Housing | Wording updated to Independent Living accommodation. |
| Section 1 – About your tenancy | 3.1 type of tenancy | Please refer to 2015 tenancy document | Extra detail added explaining tenure types |
| 1.5 Demoted tenancies | 4.1.2 | Please refer to 2015 tenancy document | Wording updated to reflect what a demoted tenancy is and action which may result in this. |
| 1.6 Independent Living Accommodation | 3.8 Sheltered Housing | Please refer to 2015 tenancy document | Wording updated to explain what independent living is. Access and keys also captured further in revised tenancy agreement 6.48 rather than specifically in this section.  This extra information will be provided within sign up pack information for Independent Living Schemes based on each site rather than within the main tenancy agreement now. |
| Section 2 - Tenancy Agreement for a council property | 3.3 | Please refer to 2015 tenancy document | Extra details added to capture specific information including household members rather than just a statement. This is also will capture maximum number of people allowed to live in the home which used to be on a separate signature page. Extra emphasis on informing the council of any change in circumstances. |
| Section 3 – How much will your home cost? | Section 2 – Tenancy Details | Separate signature page detailing charges for the tenant to sign and accept the tenancy. Please refer to 2015 tenancy document | New section added to capture all charges in one area of the main document. This was previously on a separate covering signature page. |
| 3.2 and 3.7 & 3.8 Service Charges (If applicable) | Section 3 - 3.7 Services and 3.9 support charge | Detailed information on service charge. Please refer to 2015 tenancy document | Streamlined charges into a chart for charges where applicable and wording captured in 3.7 & 3.8 about services and capturing wording relating to utilities and how charges are issued and liability to pay. |
| 3.3 - 3.9 Paying for your home | 3.5 Rent | Please refer to 2015 tenancy document. Only rent due information included. | Additional wording added relating to paying for the home in line with terms of tenancy and responsibilities.  The need to pay in advance as this is a weekly in advance tenancy and how to calculate the rent.  Details of what can happen if rent is not paid:  If you do not pay your rent and other charges for your home or persistently pay late, we can go to court to get permission to evict you from your home. We can also seek a County Court Judgment for the money and enforce it through the Court. The costs of this application can also be recovered against you if ordered by the court. |
| 4.1 Right to live in your home | 4.1 Tenure your right to occupy | Please refer to 2015 tenancy document | Section revised to state right to live in home without us interfering but referencing section six for reasonable notice to carry out our legal duties. |
| 4.2 Right to information | n/a new section | n/a new section | Specific wording added to tenancy agreement about right to information.  Details about what information we hold and how we use it are in the Privacy Notice. |
| 4.3 – 4.12 5 improvements and alternations (secure tenants only) | 4.7 Right to improve and right for compensation for improvements.  6.1 Alterations and improvements | Please refer to 2015 tenancy document | Section updated to consolidate into one area combining two sections previously and adding further comprehensive detail about improvement and permissions. Health and safety issues also detailed such as altering fire doors, damaging costs, and potential recharges. |
| 4.13 Lodgers (Secure tenants only) | 4.3 – Right to take in lodgers | Please refer to 2015 tenancy document | Wording revised: If you are a secure tenant**,** you can take in lodgers. You must not overcrowd your home by exceeding the maximum number referred into in section two.  You must ask permission before having lodgers in your home because it changes the details of your household. |
| 4.14 Lodgers - Independent Living | n/a new section | n/a new section | New paragraph added to include lodgers at independent living properties. Bullet points updated to capture not being under the minimum age requirement for the home & must not pose a risk to you or other tenants. |
| 4.16 Subletting (secure tenants only) | 6.20 Sub-letting your property | Please refer to 2015 tenancy document | Section moved to more appropriate section within tenancy agreement and reworded. |
| 4.17 – 4.20 Assignment of Tenancy | 6.21 Assignment | Please refer to 2015 tenancy document | Assignment now captured in a more appropriate section and wording updated to reflect secure, introductory, and demoted tenancy variances. |
| 4.21 Mutual Exchange (secure tenants only) | 4.4 Right to exchange your tenancy | Please refer to 2015 tenancy document | Wording and bullet points updated to reflect process followed, what the tenant should do and reasons for refusal. |
| 4.24 Succession - death of the tenant | 4.6 – Right of succession | Please refer to 2015 tenancy document | Section revised to reflect current process |
| 4.34 Right to Buy (secure tenants only) | 4.9 - Right to buy | Please refer to 2015 tenancy document | Section updated to reflect tenure types and rights. |
| Section 5 – Living in your home: our responsibilities | Section 5 – Our Obligations to you  5.1 Possession, 5.2. Anti-social Behaviour, 5.3 Liability, 5.5 Decoration, 5.6 A professional service to you, 5.7 Transfers, 5.8 Boundaries. | Please refer to 2015 tenancy document | Title updated and 5.1,5.2, 5.3, 5.5, 5.6, 5.7, 5.8 paragraphs removed. |
| 5.1 – 5.4 Repairs and maintenance of your home. | 5.4 Repairs that are our responsibility | Please refer to 2015 tenancy document | Section heading updated and wording updated to reflect current service. Key changes include:  We are responsible for the structure, exterior, services and fixtures and fittings to the property and any communal areas in the building (excluding communal gardens).  Extra wording added in to include or have created a hazard.  Wording updated to now include:  • any shared areas around your property except communal gardens.  • breakages to window or door glass caused by a criminal act and a crime reference number is provided  More information about our responsibilities can be found in our Repairs Policy. and hyperlink to document to be included within document. |
| 5.5 Gas safety inspections and servicing | 6.22.4 Cooperating with us and access | Please refer to 2015 tenancy document | Gas access Information moved to repairs and maintenance section relating to gas safety. |
| Section 6 – Living in your home: your responsibilities | Section 6 – Your Obligations to us |  | Title of section changed. |
| 6.1 Moving in | 6.1 Possession | You must take possession of your home at the start of this agreement and live in it as your only or main home. | Section updated to more approachable language and requirement to move in within a set time along with rent payment responsibilities. |
| 6.2 - 6.4 Paying your rent | 6.2 Rent and Charges | You agree to pay the total weekly rent at the times and in the manner specified in section 2.6. | Extra wording included to reflect rent due on a Monday in advance, both joint tenants responsible if joint tenancy, and potential legal action could be taken with not paying rent or other charges on time. |
| n/a | 6.3 Support | You agree to comply with your obligations regarding support which are set out in section 3.8 of this agreement. | Removed – now captured within 3.2 service charges |
| 6.5 – 6.8 Using the property as your home | 6.19.1 Using your home | Please refer to 2015 tenancy document | Wording updated regarding the home being the principal home and periods of absence. |
| 6.9 - 6.12 Second home | 6.19.1 Using your home & 6.24 owning or renting other residential property. | Please refer to 2015 tenancy document | Section updated to one area rather than within two areas specifically relating to second homes. This includes wording around if the second home results in a broken tenancy condition. |
| 6.13 Misrepresentation of information | n/a – new section | n/a – new section | New section added relating to false statement or material change in circumstances before being housed and that the council may take further action. |
| 6.14 Housing Fraud | n/a – new section | n/a – new section | New section added including examples of tenancy fraud and referencing the tenancy fraud policy. |
| 6.17 Running a business from your home | 6.19.2 – 6.19.4 Using your home | Please refer to 2015 tenancy document | Specific section added on running a business from home and terms associated with the request. |
| 6.19 Smoking | n/a – new section | n/a – new section | New section added to the tenancy agreement with regards to smoking. |
| 6.27 Nuisance | Nuisance previously in 6.4 ASB section but not its own section | n/a | New section added detailing nuisance including examples and referring to the council’s nuisance policy. |
| 6.29 Hate-related crimes, incidents, and other harassment | 5.2 and 6.5 | Please refer to 2015 tenancy document. Brief mentions to hate crime | New section added to capture details of hate crime examples and conduct of tenant or anyone living/visiting the home. |
| 6.32 Violence and threats | Various references within 2015 tenancy agreement | Various references within 2015 tenancy agreement. Please refer to 2015 tenancy document | Section added to the Tenancy agreement for violence and threats and referring to Anti-social behaviour policy. |
| 6.35 Domestic Abuse | 6.7 Domestic Violence | Please refer to 2015 tenancy document | Section title updated and extra information included on the types of abuse. |
| Page 23 - 6.38 – 6.42 Unlawful use of your home | 4.1.3 | Please refer to 2015 tenancy document | Section added to detail what could be deemed as unlawful use of the home. |
| 6.45 Damage | 6.8.4 | Please refer to 2015 tenancy document | Moved to more appropriate place in tenancy agreement. Section wording updated to also capture full recharge will take place for damages.  . |
| 6.47 – 6.48 Security and safety equipment | 6.12.4 | Please refer to 2015 tenancy document | Specific section added to now included security and safety particularly about communal blocks and doors for safety. |
| 6.50 – 6.63 Pets, Medical Assistance Dogs and Emotional Support animals | 6.15 Pets and other animals | Please refer to 2015 tenancy document | Section updated to capture revised pet, medical assistance dogs and emotional support animals’ policy and terms associated with pets in the home. |
| 6.64 Removal of animals | 7.36 and 6.15 | If you leave any animals at your home, we will re-home them immediately through recognised organisations such as the RSPCA. | Specific section added to revised tenancy agreement on removal of animals removing the requirement for RSPCA but what action we can take and why. |
| 6.66 – 6.67 Pets and evictions | 6.15 | Please refer to 2015 tenancy document | Wording updated to capture full costs can be recovered and action which may be taken if pets are left in the property. |
| 6.68 -6.69 Pets and Major work at your property | n/a – new section | n/a – new section | New section added to the tenancy agreement about pets during decants. |
| 6.70 – 6.71 Pests | 6.16 Household Pests | Please refer to 2015 tenancy document | Section updated to include responsibilities, type of pests and recharge of full works cost if the council must arrange the necessary treatment of pests within the home. |
| 6.72 – 6.78 Allowing us to enter your home | 6.22 – 6.22.5 Co-operating with us and access | Please refer to 2015 tenancy document | Section updated to capture extra information on access including emergency and gas safety inspections and servicing. |
| 6.79 - 6.83 – Reporting repairs and repairs you are responsible for | 6.8.3 looking after your home & 6.9 repairs and decorations that are your responsibility | Please refer to 2015 tenancy document | Section updated to capture extra information on repair reporting ad responsibilities. |
| 6.84 Storing materials that catch fire easily | 6.12.3 | Please refer to 2015 tenancy document | Wording updated and referencing the Communal Areas Policy. |
| 6.85 – 6.93 Gardens | 6.14 Gardens and Balconies | Please refer to 2015 tenancy document | Section updated to reflect extra information on how the garden should be maintained and permissions required. |
| 6.94 – 6.96 Rubbish and other refuse | 6.13 Disposal of rubbish | Please refer to 2015 tenancy document | Section updated to reflect current requirements and expectations for the disposal of rubbish and keeping areas clear. |
| 6.97 Personal property and insurance | 6.11 Insurance | Please refer to 2015 tenancy document | Section updated to wording to include 'you are strongly advised to take out contents insurance' and council not being responsible for the loss or damage of personal property. |
| 6.98 – 6.100 Lost keys and door entry fobs | 6.9.1 | Please refer to 2015 tenancy document | Specific section added on lost keys and door entry fobs and responsibilities for replacing. |
| 6.101 Parking and vehicles | 6.18 Parking and vehicle repairs | Please refer to 2015 tenancy document | Section updated to condense down but still reflect what a tenant must not do about vehicles and parking but also not store building materials, flammable, explosive or hazardous materials close to any council property or on council owned land, such as garage sites. |
| 6.102 Powered mobility aids | 6.8.1, 6.18.2 – scooter references | Please refer to 2015 tenancy document | Specific section added about powered mobility aids responsibilities. Mobility scooter policy also referenced. |
| 6.104 – 6.109 - additional conditions - Living in a flat or maisonette | 6.17 Communal areas | Please refer to 2015 tenancy document | Updated and more comprehensive section added about additional conditions for living in a flat or maisonette. This includes items for safety, security and management of communal areas policy also referenced. |
| 6.110 – 6.121 Ending your tenancy / Abandoning your tenancy | Section 7 Ending the tenancy | Please refer to 2015 tenancy document | Section updated to reflect more comprehensive details of different circumstances to end the tenancy in full and varying circumstances.  Wording also added to include 'signed' notice in writing. |
| Section 7 – General Terms | Section 3 – General Terms  4.11 right to consultation, 4.11 right to complain | Please refer to 2015 tenancy document | Section moved towards end of Tenancy agreement and condensed down to specifically reflect servicing of notices, consultation and complaints. |
| Section 8 8.1 – 8.20 – Data Protection | Section 3 – 3.4 Data Protection | Please refer to 2015 tenancy document | Previously included in section three with a brief statement regarding data protection. This section has been updated to capture up to date data protection, information sharing, data collection, who share with, data retention periods and rights to personal data has been updated to reflect current information and legislation by CoLC data protection officer. |
| Section 9 – Signature | Section 2 – Tenancy Details | Please refer to 2015 tenancy document Previously signature was captured on a separate covering sheet | Signature section now moved to the end of document. |
| Section 10 – Table of meaning of words | Section 1 – Explanation of words | Please refer to 2015 tenancy document | Moved to the end of the tenancy agreement and updated to reflect up to date references. Additional words and explanations added in:   * Housing Officer * Member of the Housing Team * Animals * Anti-Social Behaviour (ASB) * Assignment * Domestic Abuse * Emotional Support Animal * Fixtures and Fittings * Fraud * Furniture * Garden * Introductory Tenant * Legal Notice * Lodger * Locality and Neighbourhood * Medical assistance dog * Mutual Exchange * Neighbour * Permission * Secure tenant * Sublet * Succession * Transfer * Vehicle   Wording removed:   * Agreement * Partner / Spouse * Household * Contractor * Housing Office * Neighbourhood * Net rent * Services * Support charge * Other charges * Total rent |