

NEW TENANCY AGREEMENT CHANGES TO THE TENANCY AGREEMENT FOLLOWING CONSULTATION

The below table provides a summary of changes, cross references, and differences between the 2015 tenancy agreement and the proposed new one.

Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
Contents page and references throughout the whole document	Various	Supported Housing	Wording updated to Independent Living accommodation.
Section 4.2 – About your tenancy	3.1 type of tenancy	Please refer to 2015 tenancy document	Extra detail added explaining tenure types
4.2.5 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.
4.2.6 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.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
Section 2-3 - 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 4 – 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 4.2, 4.7 & 4.8 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 4.7 & 4.8 about services and capturing wording relating to utilities and how charges are issued and liability to pay.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
3.3—3.9 4.3 – 4.9 Paying for your home	3.5 Rent	Please refer to 2015 tenancy document. Only rent due information included.	<p>Additional wording added relating to paying for the home in line with terms of tenancy and responsibilities.</p> <p>The need to pay in advance as this is a weekly in advance tenancy and how to calculate the rent.</p> <p>Details of what can happen if rent is not paid:</p> <p>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.</p>
4.4 5.1 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.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
4.2 5.2 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 5.3 – 5.12 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. Extra wording added to the end of first sentence - 5.12 where permission has been granted .
4.13 5.13 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



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			home because it changes the details of your household.
4.14 5.14 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 5.16 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 5.17 – 5.20 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.
4.24 5.21 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.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
4.24 5.24 Succession - death of the tenant	4.6 – Right of succession	Please refer to 2015 tenancy document	Section revised to reflect current process
4.34 5.34 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 6 – 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 6.1 – 6.4 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.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			<p>Wording updated to now include:</p> <ul style="list-style-type: none">• 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 <p>More information about our responsibilities can be found in our Repairs Policy, and hyperlink to document to be included within document.</p>
<p>5.5 6.5 Gas safety inspections and servicing</p>	<p>6.22.4 Cooperating with us and access</p>	<p>Please refer to 2015 tenancy document</p>	<p>Gas access Information moved to repairs and maintenance section relating to gas safety.</p> <p>Sentence added at end following consultation feedback:</p> <p>Further information about allowing access can be found in our Access Policy.</p>



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
Section 6.7 – Living in your home: your responsibilities	Section 6 – Your Obligations to us		Title of section changed.
6.4 7.1 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 7.2 – 7.4 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 4.2 service charges
6.5–6.8 7.5-7.8 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.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
<p>6.9 6.12 7.9 to 7.12 Second home</p>	<p>6.19.1 Using your home & 6.24 owning or renting other residential property.</p>	<p>Please refer to 2015 tenancy document</p>	<p>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.</p> <p>Extra word added in following consultation to be clear this relates to the council property not the other second home:</p> <p>67.12 In deciding whether you have broken this tenancy condition, we will consider your circumstances and whether seeking possession of the council property is a necessary and fair response to the situation, balancing the council's landlord interests with the tenant's right to housing and:</p>



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
6.13 7.13 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 7.14 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 7.17 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 7.19 Smoking	n/a – new section	n/a – new section	New section added to the tenancy agreement with regards to smoking.
6.27 7.27 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 7.29 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.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
6.32 7.32 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 7.35 Domestic Abuse	6.7 Domestic Violence	Please refer to 2015 tenancy document	Section title updated and extra information included on the types of abuse.
6.38—6.42 7.38 – 7.44 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.
6.42 7.42 Weapons	4.1.3	Please refer to 2015 tenancy document	<p>Catapult added to listed weapon types. Permission section also removed as no weapons to be stored.</p> <p>67.38 bullet point updated to remove the word illegal storing any illegal guns or other weapons</p> <p>67.42 “Weapons” means any prohibited weapon (such as knives, machetes, swords and other bladed items), firearm, shotgun, bows, catapult, crossbows, CS Gas, or air-powered weapon (for example,</p>



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			an air rifle or BB guns). in the property without appropriate firearms or shotgun certification required by any legislation and not without the council's written permission (whether any certification is required). If you are permitted to keep such an item, you must make sure that it is secure, and you must always comply with any legal requirements or any conditions of our permission.
6.45 7.45 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 7.46 – 7.48 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. 67.48 duplication of 'in' removed from this section



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
6.50—6.63 7.49 – 7.62 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 7.63 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 7.65 – 7.66 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 7.67 – 7.68 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—6.74 7.69 – 7.70 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.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
<p>6.72—6.79 7.71 to 7.78 Allowing us to enter your home</p>	<p>6.22 – 6.22.5 Co-operating with us and access</p>	<p>Please refer to 2015 tenancy document</p>	<p>Section updated to capture extra information on access including controlled access, emergencies and gas safety inspections and servicing. Key changes in blue below:</p> <p>6.75 7.74 You will have to pay for any costs we incur because of any failure by you to provide access. If you unreasonably fail to provide access for any safety inspection required by law, we have the right to force entry, either with an injunction or via our controlled access policy, to the property and by accepting a tenancy of the property you are agreeing that we have the right to do this.</p> <p>6.76 7.75 Not allowing us access to the property to fulfil our duties as a regulated social landlord is a breach or your tenancy agreement. We</p>



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			<p>periodically require access to the property for inspections, safety tests required by law, serious hazards and in the event of an emergency. If you do not allow us access to your property, we can take legal action such as an injunction or we could start eviction proceedings which may lead to you losing your home.</p> <p>Controlled Access</p> <p>6.77 7.76 If you unreasonably refuse access, we will try to contact you. This will include sending letters and hand-delivering notices explaining the next steps. If these attempts to gain access are unsuccessful, we will either apply to the court for an injunction or follow our controlled access policy. To do this we will prepare our</p>



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			<p>controlled access paperwork pack which will include, an equality impact assessment, a full risk assessment and a report to the Director of Housing and Investment detailing the steps we have taken to try to gain access and any reasonable adjustments we have made to assist with allowing access. This pack will then be sent to the Director of Housing and Investment for approval to change the locks and gain access. If the Director of Housing and Investment approves this then we will enter your property and change the locks, we will take care of your belongings and we will resecure your property. You will be recharged for the costs incurred for this.</p>



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			<p>More information about allowing access can be found in our Access Policy.</p> <p>Emergencies</p> <p>6.78 7.77 In emergencies, we may need to get into your home immediately. If you do not let us in, you could be placing both yourself and neighbours at risk. If we are unable to gain access to your home, we reserve the right to force access, solely to enable us to deal with the emergency. In such cases we will immediately re-secure your home. We will also document our decision to do this by producing a controlled access paperwork pack or where there is no time to do this in an emergency by retrospectively recording this decision in this way.</p>



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			<p>Gas safety inspections and servicing</p> <p>6.79 7.78 We have a legal obligation to inspect and service certain installations in your home for the supply of gas (including flues) at intervals of no more than 12 calendar months to comply with our duties as a landlord and the Gas Safety (Installation and Use) Regulations 1998. We will give you written notice when we need access to your home for these purposes. However, in cases where we are unable to gain access, despite written requests, we reserve the right to force access to your home, with an injunction or via our controlled access policy (see 7.76), solely to enable us to perform our legal obligation. In such cases we will immediately re-secure your</p>



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			<p>home and rectify damage caused. We will always recharge you in full for the any costs incurred.</p> <p>6.78 Not allowing us access to the property to fulfil our duties as a regulated social landlord is a breach of your tenancy. We can take legal action against you that may lead to you losing your home.</p> <p>More information about allowing access can be found in our Access Policy.</p>
6.80 – 6.83 – 7.79 – 7.82 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 7.83 Storing materials that catch fire easily	6.12.3	Please refer to 2015 tenancy document	Wording updated and referencing the Communal Areas Policy.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			6.84 7.83 updated to remove the word 'large' referring to batteries.
6.85—6.93 7.84 – 7.92 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 7.93 – 7.95 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 7.96 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 7.97 - 7.99 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.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
6.104 7.100 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. <ul style="list-style-type: none">Bullet point relating to keeping and charging scooters updated : you must not keep or charge mobility scooters/aids, and e-scooters designed for external use inside the property without written permission from the council
6.102 & 6.1.03 7.101 & 7.102 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 aids policy also referenced.
6.104 – 6.109 7.103 – 7.110 - 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.



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			This includes items for safety, security and management of communal areas policy also referenced.
6.110—6.124 7.111 – 7.120 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 8 – 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 9 9.1 – 9.20– 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



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			legislation by CoLC data protection officer. 8.13 9.13 updated to remove word consent following tenancy agreement feedback: Where you provide personal data about others such as your family, we assume you have done so with their agreement. consent
Section 9 10 – 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 1 – Table of meaning of words - moved to section 1, formatted titles/capitalisation and all Tenancy agreement sections renumbered	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: <ul style="list-style-type: none">• Housing Officer• Member of the Housing Team• Animals• Anti-Social Behaviour (ASB)• Assignment• Domestic Abuse



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			<ul style="list-style-type: none">• Emotional Support Animal• Fixtures and Fittings• Fraud• Furniture• Garden• Introductory Tenancy/Tenant• Legal Notice• Lodger• Locality and Neighbourhood• Medical Assistance Dog• Mutual Exchange• Neighbour• Permission• Secure Tenancy/Tenant• Sublet• Succession• Transfer• Vehicle <p>Wording removed:</p> <ul style="list-style-type: none">• Agreement• Partner / Spouse• Household• Contractor• Housing Office• Neighbourhood• Net rent



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			<ul style="list-style-type: none">• Services• Support charge• Other charges• Total rent
Meaning of words – moved to section 1, formatted titles/capitalisation and all Tenancy agreement sections renumbered	Section 1 – Explanation of words	Please refer to 2015 tenancy document	<p>Locality and Neighbourhood reworded following consultation to remove section in blue:</p> <p>The local area where you live, for example the estate. The area will include property which is privately owned or rented and property which is owned or managed by the council or housing associations and may include local shops and facilities for example schools, leisure centres and open spaces.</p> <p>When referring to an Estate we consider an estate to be any area of the city where there are a significant number of council properties. This will also include some areas outside the city that are</p>



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			<p>covered in our Allocations Policy.</p> <p>Pests updated to remove examples as follows: Any animal, plant or insect detrimental to humans. including (but not limited to) ants, cockroaches, bed bugs, wasps, mice, rats, beetles, fleas and pigeons</p> <p>Tenant reworded following consultation in blue: Tenant is the person or persons (main and joint tenant) who have signed the tenancy agreement granting the right to occupy. This legal relationship establishes specific rights and obligations between the tenant and landlord.</p>
Additions to the Easy to Read Summary (Not tenancy agreement)	N/A	N/A	<p>Title updated : An easy to read/quick reference guide to your tenancy agreement</p> <p>Introduction updated with some extra wording:</p>



Page number/section in new Tenancy Agreement	Page number/section in existing 2015 Tenancy Agreement	2015 wording where applicable	Change and comments
			<p>This easy read guide helps you to understand your tenancy agreement. Full details and contract terms are detailed within your tenancy agreement.</p> <p>Two extra bullet points added to the 'What you must not do' section:</p> <ul style="list-style-type: none">• You, your visitors and children must not commit Anti Social Behaviour.• You must not smoke in indoor communal areas. <p>Extra word added within moving out section: If you want to move out, you must tell us at least 4 weeks before. You must write to us to tell us.</p>