

Tenancy Agreement Terms & Conditions Changes

The existing Tenancy Agreement has been revised and a new document named the Terms and Conditions of Your Tenancy Agreement has been produced. This table outlines the changes which have been made between these two documents.

<u>Current section</u>	<u>New section</u>	<u>Current document</u>	<u>Proposed changes</u>
Not included	Page 1	No title page in current Tenancy Agreement.	Title page added and includes a strapline stating the Council can help with any language and alternative format requests to accessing the document.
Not included	Page 2	No contents page in existing Tenancy Agreement.	Contents page added.
General formatting changes have been made to the new Terms and Conditions document, including: <ul style="list-style-type: none"> • Addition of Dartford Borough Council logo (on the title page) • Translation and alternative format strapline (added to the title page) • Change in colour of headings and font changed from Tahoma to Arial 			
<u>Current section</u>	<u>New section</u>	<u>Current terms and conditions</u>	<u>Proposed new terms and conditions</u>
Page 4	1.1 1.2 1.3 1.4 1.5 1.6	<p><u>Introduction</u> Introduction consisting of summaries for each section of the Tenancy Agreement.</p> <p><i>“This Tenancy Agreement and the accompanying “Welcome Pack” outline your rights and responsibilities as a tenant and the rights and responsibilities of Dartford Borough Council as a landlord. For ease of use it has been sub divided into the following sections:</i></p> <p>SECTION ONE - ABOUT THE TENANCY AGREEMENT <i>This section describes the different types of tenancy used by the Council. It also covers the general terms of your tenancy and provides an explanation of how the information you give us will be treated for the purposes of the Data Protection Act.</i></p> <p>SECTION TWO - PAYMENT OF RENT <i>This section provides specific information about the payment of rent and related service charges. It includes our right to</i></p>	<p><u>Introduction</u> Removal of section summaries.</p> <p>New information on ‘tenancy fraud’ added and information on ‘minors’ amended.</p> <p>1.1 <i>“This Tenancy Agreement, (‘Agreement’) and the accompanying Tenancy Support Pack explains your rights and responsibilities as a tenant and of Dartford Borough Council as landlord”.</i></p> <p>1.2 <i>“If you want a family member or friend to assist you with housing related issues and to advocate on your behalf, you will need to complete a third party consent form. This form grants permission for Housing Services to discuss your details with the designated person, ensuring compliance with privacy and confidentiality policies”.</i></p> <p>1.3 “Tenancy Fraud”</p>

		<p>reduce the amount of money we owe you by the amount of money you owe us.</p> <p>SECTION THREE - REPAIRS AND IMPROVEMENTS This section details our joint responsibilities for repairing and maintaining the property. It includes our right of access to the property and your transfer to alternative accommodation during the course of major works that cannot be carried out with you in occupation.</p> <p>SECTION FOUR - GOOD NEIGHBOUR RESPONSIBILITIES This section details how you, your children and anyone else living in or visiting your property are expected to behave as “good neighbours”.</p> <p>SECTION FIVE - USING THE PROPERTY This section details your responsibilities in relation to the use and occupation of the property, including any garages, outbuildings and gardens.</p> <p>SECTION SIX - ENDING THE TENANCY This section provides information on how to end your tenancy and leave the property.</p> <p>SECTION SEVEN - YOUR RIGHTS AS A SECURE TENANT This section describes the various rights available to secure tenants. These include the right to buy your home at a discount; the right to take in a lodger or subtenant; the right to swap homes with the tenant of another social landlord and the right to carry out certain home improvements.</p> <p>SECTION EIGHT - GROUNDS FOR POSSESSION This section details the various legal grounds open to the Council to bring a secure tenancy to an end.</p> <p>As a minor cannot hold a legal estate in land, a tenancy will only be granted to someone under the age of 18, if the Agreement is signed by a responsible person acting on their behalf as a trustee. Any notices or demands for payment</p>	<p>1.4 “To help prevent tenancy fraud, you must allow us to take a digital photograph of yourself and that of any joint tenant at the start of this Agreement and at reasonable intervals afterwards, we will also request photographic ID. This applies to all new and existing tenants. Tenancy checks and/or audits may take place at any time to ensure that who is in the property is allowed to be there (see our Tenancy Fraud Policy for Council Housing and our Landlord and Tenant Privacy Notice)”.</p> <p>1.5 “Minors”</p> <p>1.6 “Under current law, a minor cannot hold a legal interest in land (in this case a tenancy). A tenancy will only be granted to someone aged 18 or over, unless there are exceptional circumstances or in the case of a joint tenancy, where the joint tenant is over the age of 18”.</p>
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		<i>made under this Agreement will then be served on the trustee until the tenant reaches the age of 18”.</i>	
1.1	2.1	<p><u>About the tenancy agreement</u></p> <p>1.1 “Explanation of terms”</p> <p><i>In this Agreement the terms:-</i></p> <p>i) “Council”, “we”, “us,” “landlord” means Dartford Borough Council.</p> <p>ii) “You”, “your”, “tenant” means you as the tenant of the landlord, any one or all of the joint tenants, your children and anyone living in or visiting your home.</p> <p>iii) “The property” means the dwelling let subject to this Agreement, including all land, gardens and outbuildings, such as garages, let with the property.”</p> <p>iv) “The estate” includes all adjoining or neighbouring premises, whether or not owned and/or managed by the Council.</p> <p>v) Common parts - “Common parts” means any part of the building which all tenants on an estate share or can use, for example, paths, gates, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.”</p> <p>vi) “Exchange” means to swap tenancies with another person.</p> <p>vii) “Home” means the property let to you.</p> <p>viii) “Improvement” means any addition or alteration to the property.</p> <p>ix) “Landlord’s fixtures and fittings” mean all appliances in the property including installations for supplying or using gas, electric and water.</p> <p>x) “Lodger” means a person who pays you money to let them live in the property with you.</p> <p>xi) “Neighbours” include everyone living in the local area, including people who own their own homes and other tenants.</p> <p>xii) “Partner – means a husband, wife or someone who lives with you as husband or wife.”</p> <p>xiii) “Residential property” means freehold properties and long leases granted for more than 21 years</p> <p>xiv) “Rent” means the weekly rent specified on page 1, as amended from time-to-time, and any service charges and</p>	<p><u>Explanation of terms</u></p> <p>2.1 “In this Agreement the following terms are used”:-”</p> <p>The ‘Council, we, us, landlord’, ‘the estate’, ‘exchange’, ‘home’, ‘improvement’, ‘landlords fixture and fittings’, ‘lodger’, ‘neighbours’, and ‘rent’ definitions remain the same.</p> <p>The ‘you, your, tenant’, ‘the property’, ‘common parts’, ‘partner’ and ‘anti-social behaviour’ definitions have been amended:</p> <p>ii) “You”, “your”, “tenant” means you as the tenant of the landlord.</p> <p>iii) “The property” means the dwelling let subject to this Agreement, including all land, gardens and outbuildings, let with the property.”</p> <p>vi) Common parts – ““Common parts” or “communal areas” means any part of the building which more than one tenant on an estate shares or can use, for example, paths, gates, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.”</p> <p>xv) Partner – “means someone who is living with you as a husband, a wife, a civil partner, a non-married heterosexual partner or a non-married same sex partner.”</p> <p>v) Anti-social behaviour – “means any conduct which has caused, or is likely to cause, harassment, alarm or distress to any person; conduct capable of causing nuisance or annoyance to any person in relation to that person’s occupation of residential premises; or conduct capable of causing housing-related nuisance or annoyance to any person within the locality.”</p> <p>New additional definitions of terms added including ‘compensation’, ‘notice’ and ‘sub-let’:</p> <p>vii) “Compensation” means monetary compensation that may be issued at the end of a tenancy for improvements made to the property.</p> <p>xiv) “Notice” means any lawful Notice, served under the terms of this Agreement, that may be served by the Courts or the Council by email, hand or ordinary post.</p>

		<p>support charges which you are required to pay under the terms of this Agreement, which may also be amended from time-to-time.</p> <p>xv) Anti-social behaviour – “means any behaviour which is capable of causing a nuisance or annoyance to any person.”</p>	<p>xvii) “Sub-let” means letting part of your home to another person(s).</p> <p>The definition for ‘residential property’ has been removed.</p>
1.2 (1.2.3)	3.1	<p><u>About the tenancy agreement (demoted tenancies)</u></p> <p>1.2 “<i>Different types of tenancies</i>”</p> <p>“The Council operates 3 different types of tenancy which are called Introductory, Secure or Demoted.</p> <p>1.2.3 Demoted Tenancies</p> <p>A secure tenancy may be demoted to a 12 month “probationary” tenancy when a secure tenant is found guilty of anti-social behaviour by a Court and the Court considers it reasonable to demote the secure tenancy.</p> <p>Like introductory tenants, the Council may serve notice of proceedings for possession on a demoted tenant and apply to the Court for an order for possession. The Court must make an order for possession if the notice has been correctly served. The demoted tenant may ask the Council to review their decision to serve the notice, within 14 days of the notice being served. Service of a notice may also result in the period of demotion being extended beyond 12 months.</p> <p>Demoted tenants are unable to:</p> <ul style="list-style-type: none"> • Buy their home at a discount; • Apply for a transfer to another Council property; • Exchange their home with another Council tenant or tenant of a housing association; • Take in lodgers or sublet part of their home; • Transfer their tenancy to someone else, unless it’s part of a Court settlement dealing with the breakdown of a relationship or the guardianship of children”. 	<p><u>Types of tenancies (demoted tenancies)</u></p> <p>References to ‘demoted tenancies’ have been removed. Only two types of tenancy offered in agreement: introductory and secure.</p> <p>3.1 “The Council operates two types of tenancies known as Introductory and Secure”.</p> <p>(While reference to demoted tenancies has been removed, the option to demote a secure tenancy is still a power the Council can exercise under the Anti-Social Behaviour Act 2003 and as outlined in the Council’s Demoted Tenancy Policy).</p>
1.2 (1.2.1)	3.2 3.3 3.4 3.5	<p><u>About the tenancy agreement (introductory tenancies)</u></p> <p>1.2 “<i>Different types of tenancies</i>”</p> <p>1.2.1 “<i>Introductory Tenancies</i></p>	<p><u>Types of tenancy (introductory tenancies)</u></p> <p>The information about ‘introductory tenancies’ has been expanded and clarified further.</p>

	<p>3.6 3.7 3.8 3.9 3.10</p>	<p><i>Everyone from the housing register who is offered a Council house for the first time is granted an introductory tenancy. Such tenancies have fewer legal rights than secure tenancies, but automatically become secure after a “trial period” of 12 months, unless:</i></p> <p><i>(a) the Council serves a Notice of Proceedings for Possession and applies to the Court for an order for possession; or,</i> <i>(b) the Council serves a Notice of Extension, proposing to extend the “trial period” by 6 months.</i></p> <p><i>An introductory tenant has the right to request a review of the decision to serve either a notice of proceedings for possession or a notice of extension, in writing within 14 days of the notice being received. If the Council upholds its decision on review and seeks possession of your property, a Court is obliged to grant the Council an order for possession if it is satisfied that the procedures of notice and review have been correctly followed”.</i></p>	<p>3.2 “Introductory Tenancies”</p> <p>3.3 <i>“Everyone from the housing register who is offered a Council property for the first time is granted an Introductory Tenancy. An Introductory Tenancy is a ‘trial’ tenancy for a period of one year. At the end of the trial period your tenancy will become a Secure Tenancy provided you have not broken any of the conditions of your Introductory Tenancy. If you break the conditions of your Introductory Tenancy we will carefully consider what action we will take and it is possible that you will be evicted from your home. If this happens, it is highly unlikely that we will offer you another Introductory Tenancy elsewhere”.</i></p> <p>3.4 <i>“Such tenancies have fewer rights than Secure Tenancies (see 4.6.), but automatically become Secure after 12 months unless:</i></p> <p><i>a) The Council serves a Notice of Proceedings for Possession and applies to the Court for an order for possession; or</i> <i>b) The Council serves a Notice of Extension, proposing to extend the 12 month period by 6 months”.</i></p> <p>3.5 <i>“During your Introductory Tenancy period, you must not cause a nuisance or engage in anti-social behaviour. You must pay your full rent on time one week in advance or monthly in advance, look after the property and inform the Council of any changes in circumstances. If you do not, then the Council may seek possession of the property or extend the Introductory Tenancy (see 4.7.)”.</i></p> <p>3.6 <i>“Tenants on an Introductory Tenancy do NOT have the right to:</i></p> <ul style="list-style-type: none"> <i>• Buy their home under the Government’s Right to Buy scheme</i> <i>• Exchange their home</i> <i>• Take in a lodger or additional person</i> <i>• Sublet part of their property</i> <i>• Make any alterations or improvements to their home”</i>
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1.2 (1.2.2)	3.11 3.12 3.13 3.14 3.15 3.16 3.17 3.18 3.19 3.20 3.21 3.22 3.23	<p><u>About the tenancy agreement (secure tenancies)</u></p> <p>1.2 “Different types of tenancies”</p> <p>1.2.2 “Secure tenancies</p> <p><i>Secure tenants have more protection from eviction than introductory tenants, as the Council can only obtain an order for possession from the Court, based upon one or more of the grounds contained in Schedule 2 to the Housing Act 1985, as amended by the Housing Act 1996”.</i></p> <p><i>Subject to certain qualifying conditions, secure tenants are also able under current legislation to:</i></p>	<p><u>Types of tenancy (secure tenancies)</u></p> <p>The information about ‘secure tenancies’ has been expanded and clarified further.</p> <p>3.11 “Secure Tenancies”</p> <p>3.12 “If you have a Secure Tenancy we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy because you have broken any of the conditions of this Agreement”.</p> <p>3.13 “However, we are not allowed to evict you from your home without proving our case in a court of law. The Council can only</p>

		<ul style="list-style-type: none"> • <i>Buy their property at a discount;</i> • <i>Exchange their home with another Council tenant or tenant of a housing association;</i> • <i>Take in lodgers;</i> • <i>Sublet part of their home;</i> • <i>Carry out various home improvements;</i> • <i>Receive compensation, if certain repairs are not carried out in time without good reason”.</i> 	<p><i>obtain an Order for Possession from the Court, based upon one or more of the Grounds contained in Schedule 2 to the Housing Act 1985, (as amended) or under s84a and Schedule 2A of the Housing Act 1985 and Sections 94-100 of the Anti-Social Behaviour Crime and Policing Act 2014”.</i></p> <p>3.14 “Secure Tenant’s right of review”</p> <p><i>3.15 “A Notice of Seeking Possession (NOSP) served by a local authority must inform the tenant of their right to request a statutory review of its decision to seek possession where possession has been sought under the Ground set out in Annex 2 (Absolute Ground for Possession for Anti-Social Behaviour)”.</i></p> <p><i>3.16 “The tenant must request a review within seven days of service of the NOSP”.</i></p> <p><i>3.17 “The landlord does not have the power to extend the time allowed in which to request a statutory review.</i></p> <p><i>3.18 “The tenant's request must:</i></p> <ul style="list-style-type: none"> • <i>be in writing</i> • <i>set out the grounds on which the review is sought</i> • <i>state whether s/he requires an oral hearing”</i> <p><i>3.19 “The landlord must give the tenant five days' notice of the hearing date and/or the requirement to make written representations where the tenant has not requested a hearing”.</i></p> <p><i>3.20 “The review must be carried out:</i></p> <ul style="list-style-type: none"> • <i>before the date after which court proceedings can start as specified in the NOSP</i> • <i>by someone senior to the person who made the original decision to seek possession”</i> <p><i>3.21 “The landlord must notify the tenant of its review decision in writing, and set out its reasons if the original decision is upheld”.</i></p>
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			<p>3.22 “Subject to qualifying conditions secure tenants have a right to:”</p> <ul style="list-style-type: none"> a) Buy their home at a discount under the Government’s Right to Buy scheme, unless they live in an exempted property, such as one specifically built or adapted for the disabled or the elderly (e.g. scheme housing). To take advantage of this right, they must have been a public sector (council) tenant for at least 3 years (this may be subject to any changes to legislation). b) Take in a lodger or additional person, provided these changes in occupation do not cause overcrowding as defined in Part X of the Housing Act 1985. c) Exchange properties with another Secure Tenant of the Council or another local authority or a housing association. The Council’s written consent to this must be obtained. Tenants living in scheme housing for older people can only exchange their home with another tenant who is eligible for scheme housing for older people. d) Carry out certain alterations and/or home improvements. You may also be entitled to claim compensation for home improvements at the end of your tenancy (see the Compensation for Improvements Policy). e) Apply to the Council to sub-let part of your home. Sub-letting of the whole property is NOT allowed under any circumstances”. <p>3.23 “Tenants living in scheme housing for older people should not take in a lodger or sublet part of their home as this type of housing is designed for people with support needs. In addition, they are usually one bedroom properties and as such, are unlikely to be suitable for lodgers or subtenants and may cause overcrowding”.</p>
1.3	Not included	<p><u>About the tenancy agreement</u> Includes boxes to select whether the tenant is an introductory or secure tenant upon signing the agreement.</p>	<p><u>Types of tenancy</u> Not included in proposed new Terms and Conditions.</p>

		<p>1.3 <i>"This tenancy agreement makes you an</i></p> <p><i>Introductory Tenant</i> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>Secure Tenant</i> Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
1.9	4.1	<p><u>About the tenancy agreement</u></p> <p>1.9 <i>Changes to the terms of this agreement</i></p> <p><i>"We may add or alter the terms of this Agreement after giving appropriate notice and carrying out such consultation as may be required by law. These changes may include alterations to the boundaries of the property."</i></p>	<p><u>Terms of this agreement</u></p> <p>Added 'to' in <i>"We may add or alter, the terms of this Agreement after giving appropriate notice"</i>.</p> <p>4.1 <i>"We may add to, or alter, the terms of this Agreement after giving appropriate notice and carrying out such consultation as may be required by law. These changes may include alterations to the boundaries of the property"</i>.</p>
1.6	4.2	<p><u>About the tenancy agreement</u></p> <p>1.6 <i>"Possession of the property</i></p> <p><i>Your entry into possession of the property shall be deemed conclusive evidence of your acceptance of the terms of this Agreement by the Council."</i></p>	<p><u>Terms of this agreement</u></p> <p>Added signed and dated tenancy agreement as acceptance of the tenancy.</p> <p>4.2 <i>"Your possession of the property and signed and dated Tenancy Agreement, shall be deemed conclusive evidence of your acceptance of the terms of this Agreement by the Council"</i>.</p>
1.5	4.3	<p><u>About the tenancy agreement</u></p> <p>1.5 <i>"Period of tenancy</i></p> <p><i>Your tenancy starts on the date written on the front page of this Agreement. It begins and ends on a Monday and runs on a weekly basis until it is brought to an end in accordance with the law, by you or by us."</i></p>	<p><u>Terms of this agreement</u></p> <p>Amended from that a tenancy ends on 'Monday' to a tenancy ends on a 'Sunday'.</p> <p>4.3 <i>"Your tenancy starts on the date written on the front page of this Agreement. It begins on a Monday and ends on a Sunday and runs on a weekly basis until it is brought to an end in accordance with the law, by you or by us"</i>.</p>
1.7	4.4	<p><u>About the tenancy agreement</u></p> <p>1.7 <i>"Landlord's consent</i></p> <p><i>Where the landlord's consent is required, for example to carry out a mutual exchange or a home improvement, it will not be unreasonably withheld. Consent may be given subject to certain conditions, which if not kept will lead to the withdrawal of the consent as if it had never been given"</i>.</p>	<p><u>Terms of this agreement</u></p> <p>4.4 No change.</p>
1.4	4.5	<p><u>About the tenancy agreement</u></p> <p>1.4 <i>"What this Agreement means</i></p>	<p><u>Terms of this agreement</u></p> <p>Amendments to some points:</p>

		<p><i>The terms of this Agreement give you the right to take possession of the property at the commencement date and to peacefully occupy it without interruption or interference from the Council unless:</i></p> <ul style="list-style-type: none"> a) <i>"You break one or more of the conditions of this Agreement".</i> b) <i>"One or more of the grounds for possession contained in the Housing Act 1985 are made out"</i> c) <i>"You stop using the property as your only or main home"</i> d) <i>"You (or any one joint tenant) serve the Council with notice to quit"</i> e) <i>"You have provided false or misleading information to obtain the tenancy".</i> f) <i>"You need to be moved out to allow redevelopment or major repairs to be carried out to the property"</i> g) <i>"You no longer need to live in a property built or adapted for a person with physical disabilities that could be let to someone else with special needs"</i> h) <i>"The Council becomes involved for some other reason."</i> 	<p><i>4.5 "The terms of this Agreement give you the right to take possession of the property at the commencement date and to peacefully occupy it without interruption or interference from the Council unless:"</i></p> <ul style="list-style-type: none"> a) No change b) <i>"The Council seeks possession of the property under one or more of the grounds for possession as set out in Annexes 1 and 2"</i> c) <i>"You stop using the property as your only or principal home"</i> d) No change e) No change f) <i>"You need to be moved out to allow redevelopment or major repairs to be carried out to the property as set out in the Council's Decant Policy"</i> g) <i>"You no longer need to live in an adapted property designed for persons with physical disabilities"</i> h) <i>"The Council becomes involved for any other valid reason"</i>
1.4	4.6	<p><u>About the tenancy agreement</u> 1.4 "What this Agreement means <i>Where the rights and responsibilities of the Council under this Agreement are exercised or provided by other agencies, these agencies may be asked to enforce this Agreement on the Council's behalf".</i></p>	<p><u>Terms of this agreement</u> No change other than reference to 'agencies' is replaced by 'companies'.</p> <p><i>4.6 "Where the rights and responsibilities of the Council under this Agreement are exercised, or provided by, other companies, these companies may be asked to enforce this Agreement on the Council's behalf".</i></p>
1.4	4.7	<p><u>About the tenancy agreement</u> 1.4 "What this Agreement means <i>Should the Council fail to meet its obligations under this agreement, you may wish to:</i></p> <ul style="list-style-type: none"> • <i>Contact your local Housing Officer;</i> • <i>Contact your local Councillor;</i> • <i>Use the Council's Complaints procedure;</i> • <i>Write to the Local Government Ombudsman (after using the Council's Complaints procedure);</i> • <i>Take the Council to Court".</i> 	<p><u>Terms of this agreement</u> Changed reference to the 'Local Government Ombudsman to the Housing Ombudsman' to 'Housing Ombudsman'. Reference to 'take the Council to Court' has been removed.</p> <p><i>4.7 "Should you feel that the Council has failed to meet its obligations under this Agreement, you can:</i></p> <ul style="list-style-type: none"> • <i>Contact your Housing Officer</i> • <i>Contact your local Councillor</i> • <i>Use the Council's Complaints procedure</i>

			<ul style="list-style-type: none"> • Contact the Housing Ombudsman directly if you have gone through the Council's complaints process and you are not satisfied".
1.8	5.1 5.2 5.3 5.4	<p><u>About the tenancy agreement</u></p> <p>1.8 <i>"Service of notices</i> <i>Any notice, including notice in proceedings, will be properly served on us if you send it by ordinary post or hand deliver it to the Civic Centre, Home Gardens, Dartford, Kent, DA1 1DR.</i></p> <p><i>Any notice will be properly served on you if we send it by ordinary post or hand deliver it to the address shown on page 1 of this Agreement".</i></p> <p><i>"In the case of a deceased tenant, any notice will be properly served if we hand deliver it or send it by post to the former tenant's personal representative at:</i></p> <ul style="list-style-type: none"> • <i>The address shown on page 1 of this Agreement, or;</i> • <i>Their last known address."</i> 	<p><u>Serving of Notices</u></p> <p>'Email' added as an additional way to serve a notice. Amended explanation on serving notices in the case of deceased tenants including that a copy will be served on the Public Trustee if the tenant dies without a will or with a will but without an executor. Added new clause on completing a Tenancy Termination form.</p> <p>5.1 <i>"Any Notice will be properly served on the Council if you send it by ordinary post, or hand deliver it to the attention of the Tenancy Services Manager, Civic Centre, Home Gardens, Dartford, Kent, DA1 1DR or email it to HEM@dartford.gov.uk".</i></p> <p>5.2 <i>"Any Notice will be properly served on you and/or any other persons in the property, if we send it by ordinary post, email it, hand deliver it to the address shown on your Tenancy Agreement or hand it to you personally".</i></p> <p>5.3 <i>"In the case of a deceased tenant, any Notice will be properly served if it is addressed to the personal representatives of the former tenant and left at or sent by post to their last known address in the UK. A copy will also be served on the Public Trustee if a tenant dies without a will or with a will but without an executor."</i></p> <p>5.4 <i>"Tenants are also required to complete a Tenancy Termination form available from their Housing Officer."</i></p>
1.10 1.11	6.1 6.2 6.3 6.4 6.5	<p><u>About the tenancy agreement</u></p> <p>1.10 <i>"Death of a tenant</i> <i>On the death of the tenant, one of a number of people may succeed to the tenancy, provided the tenant was not himself a successor:</i></p> <p><i>(a) If the tenant has a joint tenancy, the successor is the surviving joint tenant;</i></p> <p><i>(b) The husband, wife, civil partner or partner, if s/he was living with the tenant at the time of death;</i></p>	<p><u>Succession to or Assignment of a Tenancy</u></p> <p>New section added replacing the wording, summarising a tenants' statutory succession rights as set out in the Housing Act 1985, Housing Act 1986 and the Localism Act 2011 and reference to the Assignment Policy.</p> <p>6.1 <i>"The Council's Housing Assignment Policy sets out the terms and conditions of succession and assignment in full and should be read alongside these Tenancy Terms and Conditions".</i></p>

		<p><i>(c) A member of the family who has been living with the tenant for at least twelve months prior to the tenant's death.</i></p> <p><i>Should the tenancy pass to a relative who is not the deceased tenant's spouse, we may require them to move to alternative accommodation, if the property they live in is too large for them.</i></p> <p><i>Although a second or further succession is not possible by law, we may pass the tenancy to a relative, such as the tenant's spouse, in certain circumstances. The decision to pass the tenancy is at our sole discretion".</i></p> <p>1.11 "Assignment of tenancy <i>You can apply to the Council for permission to pass the tenancy of the property to a member of your family, if they have been living with you continuously for the 12 months before the date of your application".</i></p>	<p>6.2 "Tenancy Succession <i>Succession is where your tenancy passes on to someone after your death. Your statutory succession rights are set out in the Housing Act 1985, Housing Act 1986 and the Localism Act 2011 and can be summarised as follows:</i></p> <p><i>a) If you became a tenant before 1 April 2012, when you die your tenancy will pass to your spouse or civil partner if they were living with you at the time of your death. If you do not have a spouse or civil partner when you die, your tenancy can pass on to another member of your family who has been living with you as their principal home for at least 12 months before your death. Proof of 12 months residence must be provided. Family members includes your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, but does not include foster children. Where there is more than one qualifying family member, they can agree who succeeds themselves. If they cannot agree, the landlord chooses a successor.</i></p> <p><i>b) If you became a tenant after 1 April 2012, your tenancy can only pass to your spouse, civil partner, or a person who lives with you as if they were a husband, wife or civil partner if they were living with you at your home at the time of your death.</i></p> <p><i>c) If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession.</i></p> <p><i>d) If your tenancy passed to you when the previous tenant died, no one else has the right to succeed or take over your tenancy thereafter. Legislation allows only one succession.</i></p> <p>6.3 <i>"If a person who has been living with you does not have the statutory right to succeed to your tenancy (known as non-statutory succession) we may use our discretion to allow a new Secure Tenancy to be granted only in the circumstances set out in our Housing Assignment Policy."</i></p> <p>6.4 <i>"In all cases, succession of a tenancy will be subject to meeting the required criteria set out in the Council's current Housing Assignment Policy."</i></p>
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			<p>6.5 “Transferring your tenancy (Assignment)” <i>“You have the right to transfer (assign) your tenancy to someone else if:</i></p> <ul style="list-style-type: none"> <i>• We give you written permission to transfer the tenancy to someone who would be able to take over your tenancy by succession after your death; or</i> <i>• We have received a court order instructing us to transfer the tenancy or</i> <i>• It is by way of mutual exchange.</i> <p><i>If you do not obtain the Council’s consent to an assignment where the Council’s consent is required, possession proceedings may be taken by the Council.</i></p> <p><i>Tenants living in Dartford’s scheme housing for older persons can only transfer their tenancy to a person eligible to live in scheme housing”.</i></p>
2.1	7.1	<p><u>Payment of rent</u> <i>2.1 “Rent must be paid on time. The amount of rent and other charges you initially have to pay for this property are shown on page 1 of this Agreement. The rent is due on Monday of every week, but as long as it is paid in advance, you may pay more than one weeks rent at a time. There are some free weeks when no rent is due, and these are usually in April and December. But if you are in arrears with your rent payments you must continue to pay in these weeks.</i></p>	<p><u>Payment of Rent</u> Amended to clarify you ‘must pay your rent’ as well as ‘on time’ and if in arrears, you must pay during the ‘rent free periods’. Reference to the amount of rent and other charges shown on page 1 of the agreement has been removed.</p> <p><i>7.1 “You must pay your rent and pay it on time. The rent is due on Monday of every week, but as long as it is paid in advance, you may pay more than one week’s rent at a time. If you are paying your rent monthly, you must pay this monthly in advance. There are some free weeks when no rent is due, and these are usually in April and December. If you are in arrears with your rent payments you must continue to pay during these rent free periods”.</i></p>
2.2	7.2	<p><u>Payment of rent</u> <i>2.2 “If you do not pay the rent on time we may go to Court to get legal permission to end the tenancy and repossess the property, or take other legal steps to recover the arrears”.</i></p>	<p><u>Payment of Rent</u> The same information is included, with the addition of a link to the Rent Arrears Policy.</p> <p><i>7.2 “If you do not pay the rent on time we may go to Court to get legal permission to end the tenancy and repossess the property,</i></p>

			<i>or take other legal steps to recover the arrears. For further information see the Council's Rent Arrears Policy".</i>
2.3	7.3	<u>Payment of rent</u> <i>2.3 "If we go to Court, either to enforce the terms of this Agreement or to defend proceedings brought against the Council by you, reasonable legal costs and expenses incurred (including VAT) may be charged to you, unless the Court orders otherwise".</i>	<u>Payment of Rent</u> The same information is included, with an additional sentence to explain tenants will be required to pay court costs awarded to the Council in line with the court order. <i>7.3 "If we go to Court, either to enforce the terms of this Agreement or to defend proceedings brought against the Council by you, reasonable legal costs and expenses incurred (including VAT) may be charged to you, unless the Court orders otherwise. If costs are awarded to the Council, you will be required to pay them in line with the court order."</i>
2.4	7.4	<u>Payment of rent</u> <i>2.4 "Joint tenants are jointly and severally responsible for all the rent and any arrears. We can recover all rent arrears owed from any individual joint tenant. If one joint tenant leaves, the remaining joint tenant or tenants are responsible for any rent that may still be owed."</i>	<u>Payment of Rent</u> Removed that we can recover all rent arrears owed from any individual joint tenant. <i>7.4 "If you have a joint tenancy, each joint tenant is responsible and severally liable for paying the rent, other charges and any rent owed. Even if one joint tenant leaves, both tenants will still be responsible for the full weekly charges for the property and any rent already owed."</i>
2.5	7.5	<u>Payment of rent</u> <i>2.5 "The rent and other charges payable may be altered from time to time and are reviewed each year in line with Government policy. Any change will take effect from 1 April each year. The Council will write to you, giving you a minimum of 4 weeks notice, to let you know the new amount you will have to pay from 1 April of that year. This gives you the opportunity to end the tenancy before the variation takes place".</i>	<u>Payment of Rent</u> Amended when the change in rent will take effect from 1 April each year to the first Monday in April each year. <i>7.5 "The rent and other charges payable may be altered from time to time and are reviewed each year in line with Government policy. Any change will take effect from the first Monday in April each year. The Council will write to you, giving you a minimum of 4 weeks' notice, to let you know the new amount you will have to pay from the first Monday in April of that year. This gives you the opportunity to end the tenancy before the variation takes place".</i>
2.6	7.6	<u>Payment of rent</u> <i>2.6 "We have the right to offer additional services which you will have to pay for as part of your rent or as additional service charges. You will be consulted before new services</i>	<u>Payment of Rent</u> 7.6 No change.

		<i>are introduced and given an opportunity to end your tenancy before the new services and charges are introduced”.</i>	
2.7	7.7	<u>Payment of rent</u> <i>2.7 “We will not increase the rent if you make any improvements to the property, but you must get the Council’s permission in writing and any other approval required by law, such as planning permission. Any improvements must conform with the relevant legal requirements, such as Building Regulations”.</i>	<u>Payment of Rent</u> Amended that permission must be given before improvement works start. <i>7.7 “We will not increase the rent as a result of any improvements made by you to the property, but you must get the Council’s permission in writing in advance of any works being started and any other approval required by law, such as planning permission. Any improvements must also conform to all relevant legal requirements, such as Building Regulations”.</i>
2.8	7.8	<u>Payment of rent</u> <i>2.8 “If you move to become the tenant of another Council-owned dwelling, we will use the payments subsequently made by you to pay off any debts you owe us, which relate to rent or occupation charges at the previous property or properties (former tenant arrears) in preference to rent due under the new tenancy”.</i>	<u>Payment of Rent</u> 7.8 No change.
2.9	7.9	<u>Payment of rent</u> <i>2.9 “If we owe you money, such as a compensation or home loss payment, this will be used towards the rent of the new tenancy or the reduction of any other debts (apart from housing benefit or council tax benefit) related to your home, such as recharges.”</i>	<u>Payment of Rent</u> Amended to reference the Council’s Decant Policy and examples of recharges given. <i>7.9 “If we owe you money, such as compensation or a Home Loss Payment under the Council’s Decant Policy, this will be used towards the reduction of any other debts related to your property (apart from Housing Benefit or Council Tax Benefit) such as rent, recharges for repairs, storage or rubbish clearance”.</i>
Not included	8.1. a)	Not included in current Terms and Conditions.	<u>Repairs, Maintenance and Improvements – The Council will</u> New in proposed Terms and Conditions. 8.1. a) “[The Council will] Carry out its obligations under sections 9A (Fitness for Human Habitation of dwellings in England) of the Landlord and Tenant Act 1985”.
3.19	8.1. b)	<u>Repairs and improvements – Council responsibility</u> 3.19 “[You are responsible for] Insuring your home contents against deliberate, malicious, criminal or accidental damage;	<u>Repairs, Maintenance and Improvements – The Council will</u>

		<i>we would recommend that you take out such insurance. Buildings insurance is covered by the Council as part of your service charge."</i>	First sentence on contents insurance moved to 9.5 f). Amended second sentence on buildings insurance to remove 'as part of your service charge'. 8.1 b) "[The Council will] Provide buildings insurance for the property".
3.1	8.1. c)	<u>Repairs and improvements – Council responsibility</u> 3.1 "[We will] Maintain in good repair the structure and exterior of the property, including drains, gutters and external pipes, roofs, windows and external doors".	<u>Repairs, Maintenance and Improvements – The Council will</u> 8.1 c) No change.
3.2	8.1. d)	<u>Repairs and improvements – Council responsibility</u> 3.2 "[We will] Repair and maintain equipment and fittings for: <ul style="list-style-type: none"> • Supplying water, gas and electricity • Sanitation, including basins, bats and toilets • Room and water heating • Lifts, where provided". 	<u>Repairs, Maintenance and Improvements – The Council will</u> Smoke and carbon monoxide alarms have been added to the list. 8.1 d) "[The Council will] Repair and maintain the equipment and fittings for: <ul style="list-style-type: none"> • Supplying water, gas and electricity • Sanitation, including basins, baths and toilets • Room and water heating • Smoke and carbon monoxide alarms • Lifts, where provided"
3.3	8.1. e)	<u>Repairs and improvements – Council responsibility</u> 3.3 "[We will] In the case of flats, maintain (but not clean) all shared entrances, halls, stairways, rubbish chutes, lighting and other common parts for use by tenants, their families or visitors."	<u>Repairs, Maintenance and Improvements – The Council will</u> Removed rubbish chutes and added the Council will clean all shared entrances, halls, stairways, lighting and other common parts for use by tenants, their families or visitors. 8.1 e) "[The Council will] Maintain and clean all shared entrances, halls, stairways, lighting and other common parts for use by tenants, their families or visitors".
3.4	8.1. f)	<u>Repairs and improvements – Council responsibility</u> 3.4 "[We will] Our obligation to undertake repairs in your property for which we are responsible only arises if you tell us that those repairs need doing. We will carry out repairs for which we are responsible within a reasonable time, giving priority to urgent repairs. You are responsible for other/minor repairs listed under the heading tenant responsibilities for repairs."	<u>Repairs, Maintenance and Improvements – The Council will</u> Amended to reference communal areas that the Council will repair and improve as well as to homes. Reference to the Housing Repairs and Maintenance Policy added. Where tenants must tell us that repair need doing is removed in this section but covered in 8.5 a).

			8.1 f) <i>"The Council will] Undertake repairs and improvements to your home and communal areas in line with the Council's Housing Repairs and Maintenance Policy".</i>
3.7	8.1 g)	<u>Repairs and improvements – Council responsibility</u> 3.7 <i>"[We will] Make reasonable endeavours to remedy damaged decorations caused by structural defects within three months of remedying those defects, either by re-decorating or by giving allowances for you to redecorate yourself."</i>	<u>Repairs, Maintenance and Improvements – The Council will</u> Amended to clarify allowances mean decorating allowances. 8.1 g) <i>"[The Council will] Make reasonable endeavours to remedy damaged decorations caused by structural defects, within three months of us remedying those defects, either by re-decorating or by us giving you a decorating allowance for you to redecorate yourself"</i> .
3.8	8.1 h)	<u>Repairs and improvements – Council responsibility</u> 3.8 <i>"[We will] Regularly inspect the communal amenities and facilities on estates to ensure that they are maintained to a reasonable standard".</i>	<u>Repairs, Maintenance and Improvements – The Council will</u> 8.1 h) No change.
3.9	8.1. i)	<u>Repairs and improvements – Council responsibility</u> 3.9 <i>"[We will] Usually give a reasonable period of notice of our intention to inspect the property or carry out any repairs or improvements, but reserve the right to force entry without notice where you have failed or refused to let us in more than once or there is an emergency that requires our immediate attention. If we force entry we can charge you for any costs of doing so."</i>	<u>Repairs, Maintenance and Improvements – The Council will</u> No change other than a reference and link to the Housing Recharge Policy has been added. 8.1 i) <i>"[The Council will] Usually give a reasonable period of notice of our intention to inspect the property or carry out any repairs or improvements, but reserve the right to force entry without notice where you have failed or refused to let us in more than once or there is an emergency that requires our immediate attention. If we force entry we can charge you for any costs of doing so (see our Housing Recharge Policy)"</i> .
Not included	8.1. j)	Not included in current Terms and Conditions.	<u>Repairs, Maintenance and Improvements – The Council will</u> New in proposed Terms and Conditions. 8.1 j) <i>"[The Council will] On occasions, force entry to the property where urgently required or after a period of non-engagement from the tenant."</i>
3.10	8.2	<u>Repairs and improvements – Council responsibility</u> 3.10 <i>"[We will] Where we fail to carry out necessary work within a reasonable time period without good reason, you have the right to exercise the Right to Repair as detailed in the repairs and modernisation section of The Tenant's Welcome Pack."</i>	<u>Repairs, Maintenance and Improvements – The Council will</u> Reference to the 'repairs and modernisation section of the Tenant's Welcome Pack' has been removed and replaced with a link to the Housing Repairs and Maintenance Policy. A link containing more information on the right to repair scheme has also been included.

			8.2 “Where we fail to carry out necessary work within a reasonable time period without good reason, you have the right to exercise the Right to Repair which is detailed in our Housing Repairs and Maintenance Policy ”.
3.5	Not included	<u>Repairs and improvements – Council responsibility</u> 3.5 “[We will] Arrange for the external painting of the outside of the property and other parts of the estate at regular intervals”.	<u>Repairs, Maintenance and Improvements – The Council will</u> Not included in proposed new Terms and Conditions.
3.6	Not included	<u>Repairs and improvements – Council responsibility</u> 3.6 “[We will] Arrange for painting of the inside of entrance lobbies, staircases and landings in blocks of flats and/or maisonettes and communal areas and laundries in supported housing schemes at regular intervals”.	<u>Repairs, Maintenance and Improvements – The Council will</u> Not included in proposed new Terms and Conditions.
3.11 3.12 3.13	8.3	<u>Repairs and improvements – Council responsibility</u> 3.11 “[We will not] Carry out works and repairs which are necessary as a result of damage or neglect by you, a member of his/her household, or a visitor. 3.12 “[We will not] Rebuild or otherwise reinstate the property to its former condition in the case of destruction by fire, tempest or other unavoidable accident. 3.13 “[We will not] Repair or maintain anything which you are entitled to remove from the property”.	<u>Repairs, Maintenance and Improvements – The Council is not required to</u> Under c) added examples to this point – ‘furniture, white goods etc’. 8.3 “The Council is not required to: a) Carry out works and repairs which are necessary as a result of damage or neglect by you, a member of your household, or a visitor. b) Rebuild or otherwise reinstate the property to its former condition in the case of destruction by fire, tempest or other unavoidable accident. c) Repair or maintain anything which you are entitled to remove from the property, for example, your furniture, white goods etc”.
3.14	8.4 8.5. a)	<u>Repairs and improvements – Tenants responsibility</u> 3.14 “[You are responsible for] Reporting any repairs for which the Council is responsible immediately”.	<u>Repairs, Maintenance and Improvements – Tenants’ repair responsibilities</u> 8.4 “ Tenants’ Repair Responsibilities ” Added wording to clarify reporting repairs should be done immediately you become aware of them.

			8.5 a) “[You are responsible for] Reporting any repairs for which the Council is responsible immediately you become aware of them.”
3.15	8.4 8.5. b)	<u>Repairs and improvements – Tenants responsibility</u> 3.15 “[You are responsible for] Allowing Officers, agents or contractors sent by the Council into the property to inspect or carry out any repairs and improvements. Access for this purpose must also be given to statutory bodies, such as Thames Water”.	<u>Repairs, Maintenance and Improvements – Tenants’ repair responsibilities</u> 8.4 “ Tenants’ Repair Responsibilities ” 8.5 b) No change.
3.16	8.4 8.5. c)	<u>Repairs and improvements – Tenants responsibility</u> 3.16 “[You are responsible for] Internal decorating - If you are elderly or disabled, help with decorating may be available in accordance with the Council’s scheme in operation at any time.”	<u>Repairs, Maintenance and Improvements – Tenants’ repair responsibilities</u> 8.4 “ Tenants’ Repair Responsibilities ” Added vulnerable people may also be able to receive help with decorating. Tenants also advised to speak to their Housing Officer or read Vulnerable Adults Housing Policy for further information. 8.5 c) “[You are responsible for] Internal decorating. However, if you are elderly, disabled or vulnerable, help with decorating may be available in accordance with any Council scheme in operation at the time. For further information please speak to your Housing Officer and see our Vulnerable Adults’ Housing Policy ”.
3.17	8.4 8.5. d)	<u>Repairs and improvements – Tenants responsibility</u> 3.17 “[You are responsible for] Small repairs such as unblocking sinks or replacing tap washers or internal doors. The Council may do these jobs for elderly or disabled tenants”.	<u>Repairs, Maintenance and Improvements – Tenants’ repair responsibilities</u> 8.4 “ Tenants’ Repair Responsibilities ” Added vulnerable people may also be able to receive help with small repairs. 8.5 d) “[You are responsible for] Small repairs such as unblocking sinks or replacing tap washers or internal doors. (The Council may do these jobs for elderly, disabled or vulnerable tenants)”.
Not included	8.4 8.5. e)	Not included in current Terms and Conditions.	<u>Repairs, Maintenance and Improvements – Tenants’ repair responsibilities</u> 8.4 “ Tenants’ Repair Responsibilities ”

			<p>New in proposed Terms and Conditions.</p> <p>8.5 e) <i>"[You are responsible for] Maintaining an acceptable internal state of the property. Floors and surfaces must be clean, tidy and free from clutter."</i></p>
3.18	8.4 8.5. f)	<p><u>Repairs and improvements – Tenants responsibility</u></p> <p>3.18 <i>"[You are responsible for] not letting waste or other materials that may cause a fire or attract vermin build-up in or around their home. If we have to carry out any works or special cleaning as a result of you not complying with this responsibility, we may recover the costs of those works from you".</i></p>	<p><u>Repairs, Maintenance and Improvements – Tenants' repair responsibilities</u></p> <p>8.4 <i>"Tenants' Repair Responsibilities"</i></p> <p>Added wording to clarify that tenants are also responsible for eradicating vermin/pests in their homes, unless they are found in communal areas. Also amended to say we will 'recharge' the costs of the works from you instead of 'recover'.</p> <p>8.5 f) <i>"[You are responsible for] Not letting waste or other materials that may cause a fire or attract vermin build-up in or around your home. Tenants are responsible for eradicating vermin/pests in their homes unless they are found in communal areas. If we have to carry out any works or special cleaning as a result of you not complying with this responsibility, we may recharge the costs of those works to you".</i></p>
3.19	8.4 8.5. g)	<p><u>Repairs and improvements – Tenants responsibility</u></p> <p>3.19 <i>"[You are responsible for] Insuring your home contents against deliberate, malicious, criminal or accidental damage; we would recommend that you take out such insurance. Buildings insurance is covered by the Council as part of your service charge."</i></p>	<p><u>Repairs, Maintenance and Improvements – Tenants' repair responsibilities</u></p> <p>8.4 <i>"Tenants' Repair Responsibilities"</i></p> <p>Wording tweaked slightly.</p> <p>8.5 g) <i>"[You are responsible for] Insuring your home contents against deliberate, malicious, criminal or accidental damage. We recommend that you take out contents insurance. Buildings insurance is covered by the Council."</i></p>
3.20	8.4 8.5. h)	<p><u>Repairs and improvements – Tenants responsibility</u></p> <p>3.20 <i>"[You are responsible for] Repairing or replacing any part of the property which is damaged due to neglect, carelessness or wilful action. This includes the structure, drains waste or soil pipes, fixtures and fittings. You are also responsible for any damage to the property or the shared areas caused by members of your household, lodgers or visitors. If such remedial work is not carried out within a</i></p>	<p><u>Repairs, Maintenance and Improvements – Tenants' repair responsibilities</u></p> <p>8.4 <i>"Tenants' Repair Responsibilities"</i></p> <p>Full clause contains the same information but amended to say we will recharge you the costs of remedial work if this is not done rather than you will be responsible for paying.</p>

		<i>reasonable time, we will carry out the work and you will be responsible for paying”.</i>	<i>8.5 h) “[You are responsible for] Repairing or replacing any part of the property which is damaged through your neglect, carelessness or wilful action. This includes the structure, drains, waste or soil pipes, fixtures and fittings. You are also responsible for any damage to the property or the shared areas caused by members of your household, lodgers or visitors. If such remedial work is not carried out within a reasonable time, we will carry out the work and we will recharge you for the full cost of the repair”.</i>
3.21	8.4 8.5. i)	<p><u>Repairs and improvements – Tenants responsibility</u></p> <p><i>3.21 “[You are responsible for] Maintaining appliances for making use of the supply of gas, water and electricity, such as cookers and washing machines. You are also responsible for repairing and maintaining anything which you are entitled to remove from the property, unless the damage was caused by some act or omission of the Council”.</i></p>	<p><u>Repairs, Maintenance and Improvements – Tenants’ repair responsibilities</u></p> <p>8.4 “Tenants’ Repair Responsibilities”</p> <p>Wording added to clarify that tenants living in Housing Schemes are not allowed to install gas cookers in their properties.</p> <p><i>8.5 i) “[You are responsible for] Maintaining appliances for making use of the supply of gas, water and electricity such as cookers and washing machines. You are also responsible for repairing and maintaining anything which you are entitled to remove from the property, unless the damage was caused by some act or omission of the Council. Tenants living in housing schemes are not allowed to install gas cookers in their properties”.</i></p>
3.22	8.4 8.5. j)	<p><u>Repairs and improvements – Tenants responsibility</u></p> <p><i>3.22 “[You are responsible for] Obtaining the written consent of the Council, before carrying out any alterations or improvements to the property. This includes changing locks to shared front entrance doors that give access to more than one dwelling. If you make any alteration or improvement without the Council’s agreement, you may have to return the property to how it was before. In the event that you fail to do so, the Council may do the work and you will be responsible for paying us the reasonable costs incurred for undertaking the works”.</i></p>	<p><u>Repairs, Maintenance and Improvements – Tenants’ repair responsibilities</u></p> <p>8.4 “Tenants’ Repair Responsibilities”</p> <p>Clarified tenant(s) should obtain permission for either internal or external alterations or improvements. Added information that the necessary planning permission and building regulation consents must be obtained. Added information on where alterations and improvements take place without our permission, we may seek possession of the property.</p> <p><i>8.5 j) “[You are responsible for] Obtaining the written consent of the Council, before carrying out any internal or external alterations or improvements to the property (only secure tenants can carry out alterations or improvements). This includes</i></p>

			<p>changing locks to shared front entrance doors that give access to more than one dwelling.</p> <p>If we give you permission to make an alteration or improvement, you must also obtain the necessary approvals, such as planning permission before you start any works and obtain any necessary Building Regulations consents.</p> <p>If you make any alteration or improvement without the Council's agreement, you may have to return the property to how it was before you made the alteration or improvement. In the event that you fail to do so, the Council may do the work and you will be responsible for paying us the reasonable costs incurred for undertaking the works. We may also seek possession of the property under the terms of this Agreement".</p>
5.15	8.4 8.5. k)	<p><u>Using the property</u></p> <p>5.15 "[You are responsible for] Obtaining the consent of the Council in writing before putting up structures such as a greenhouse, garage or shed anywhere on the property, or display any notice or advertisement relating to commercial purposes, or install any broadcasting or receiving equipment. Consent will not be unreasonably withheld".</p>	<p><u>Repairs, Maintenance and Improvements – Tenants' repair responsibilities</u></p> <p>8.4 "Tenants' Repair Responsibilities"</p> <p>Amended to add that summerhouses and decking require consent.</p> <p>8.5 k) "[You are responsible for] Obtaining the consent of the Council in writing before putting up structures such as a greenhouse, garage, summerhouse, shed or decking anywhere on the property, or display any notice or advertisement relating to commercial purposes, or install any broadcasting or receiving equipment. Consent will not be unreasonably withheld."</p>
3.23	8.4 8.5. l)	<p><u>Repairs and improvements – Tenants responsibility</u></p> <p>3.23 "[You are responsible for] Making sure that no material applied to any surface, wall or ceiling of your home (inside or out) is difficult to remove (for example, a textured wall finish) or highly flammable (for example, polystyrene tiles) without first obtaining the Council's permission in writing, such permission not to be unreasonably withheld".</p>	<p><u>Repairs, Maintenance and Improvements – Tenants' repair responsibilities</u></p> <p>8.4 "Tenants' Repair Responsibilities"</p> <p>Added that highly flammable materials are not permitted under any circumstances.</p> <p>8.5 l) "[You are responsible for] Making sure that no material applied to any surface, wall or ceiling of your home (inside or out) is difficult to remove (for example, a textured wall finish) without first obtaining the Council's permission in writing, such permission not to be unreasonably withheld. Highly flammable</p>

			<i>materials such as polystyrene or cork tiles are NOT permitted, under any circumstances, in any part of the property.”</i>
3.24	8.4 8.5. m)	<u>Repairs and improvements – Tenants responsibility</u> <i>3.24 “[You are responsible for] If you live in a flat or maisonette making sure that no material applied to any surface (for example laminate flooring) without first obtaining the Council’s permission in writing, such permission not to be unreasonably withheld”.</i>	<u>Repairs, Maintenance and Improvements – Tenants’ repair responsibilities</u> 8.4 “Tenants’ Repair Responsibilities” Re-worded and added that permission must be sought for installing hard flooring (for example, tiled, wooden or laminate flooring) if living in a ground floor flat or maisonette. Permission will not be given for flats above ground floor level. 8.5 m) “[You are responsible for] If you live in a ground floor flat or maisonette, obtain our written permission before installing any hard flooring (for example, tiled, wooden or laminate flooring). Such permission will not be unreasonably withheld. You must make sure that no such material applied to any surface is likely to cause or result in noise nuisance. Permission will NOT be given for any hard flooring in a flat situated above ground floor level”.
Not included	8.4 8.5. n)	Not included in current Terms and Conditions.	<u>Repairs, Maintenance and Improvements – Tenants’ repair responsibilities</u> 8.4 “Tenants’ Repair Responsibilities” New in proposed Terms and Conditions. 8.5 n) “[You are responsible for] If you live in a flat or maisonette, making sure that you, members of your family or visitors do not place anything in the loft space above the property as this space does not form part of your tenancy”.
3.25	8.6	<u>Repairs and improvements – Tenants responsibility</u> <i>3.25 “[You are responsible for] If you do not carry out any repairs or maintenance which is your responsibility, or if we are not satisfied with any improvements carried out by you, we will write to you. You will be told what repairs, maintenance or improvements need to be done and the time they must be done by. If you do not do the work within the set time, the Council may enter the property and do the necessary work. In that case you will have to pay for the work and the costs of administration”.</i>	<u>Repairs, Maintenance and Improvements – Tenants’ repair responsibilities</u> Added that costs charged (recharges) to tenant(s) for works to be completed and administration costs will be set in line with the Housing Recharge Policy. 8.6 “If you do not carry out any repairs or maintenance which are your responsibility, or if we are not satisfied with any improvements carried out by you, we will contact you. You will be told what repairs, maintenance or improvements need to be

			done and the time they must be done by. If you do not do the work within the set time, the Council may enter the property and do the necessary work and the Council may recharge you for the work and administration costs as set out in the Housing Recharge Policy ".
3.26	8.7	<u>Repairs and improvements – Tenants responsibility</u> 3.26 "[You are responsible for] If we need you to temporarily leave your home to enable us to do work on the property, you must leave your home for as long as necessary. When the work is completed, we will tell you that you must leave the temporary accommodation and return to your home; you must vacate the temporary accommodation when we ask you to".	<u>Repairs, Maintenance and Improvements – Tenants' repair responsibilities</u> Added clarification that temporary accommodation will be provided for the tenant(s) in this situation. A link has also been added to the Decant Policy. 8.7 "If we need you to temporarily leave your home to enable us to do work on the property, you must leave your home for as long as necessary. Temporary accommodation will be provided. When the work is completed, we will tell you that you must leave the temporary accommodation and return to your home; you must vacate the temporary accommodation when we ask you to. (See our Decant Policy for further information)".
3.27	8.8	<u>Repairs and improvements – Tenants responsibility</u> 3.27 "[You are responsible for] The Council's standard terms and conditions of tenancy will apply to any temporary home provided while we do work on your property. You must leave the temporary accommodation in a clean and tidy condition".	<u>Repairs, Maintenance and Improvements – Tenants' repair responsibilities</u> 8.8 No change.
3.28	8.9	<u>Repairs and improvements – Tenants responsibility</u> 3.28 "[You are responsible for] The rent you will pay will normally be the lower of the rent for your own property and the rent for the temporary property, unless you have caused the damage to your own property.	<u>Repairs, Maintenance and Improvements – Tenants' repair responsibilities</u> Amended and clarified the rent paid for temporary accommodation will not be any higher than the rent paid for your current property. 8.9 "The rent you will pay for temporary accommodation will not be any higher than the rent you pay for your current property".
4.1	9.1 a)	<u>Good neighbour responsibilities</u> 4.1 "[You are responsible for] The conduct of all persons (including children) living in or visiting your property, both while they are at your property and while they are in the locality of the property".	<u>Being a Good Neighbour</u> Full clause contains the same information but with a word added to say the 'good' conduct of all persons. 9.1 a) "[You are responsible for] The good conduct of all persons (including children) living or visiting your property, both while

			<i>they are at your property and while they are in the locality of the property”.</i>
4.2	9.1 b)	<p><u>Good neighbour responsibilities</u></p> <p><i>4.2 “[You are responsible for] Ensuring that noise created in your property, including that from televisions, radios, musical instruments and music systems, is kept at a reasonable volume at all times and is not audible to people outside the property.”</i></p>	<p><u>Being a Good Neighbour</u></p> <p>Amended to include garden or communal areas where noise should be kept to a reasonable volume and addition to include from DIY projects, parties and vehicles, and noise not to be audible outside the property between 10pm and 8am.</p> <p>9.1 b) “[You are responsible for] Ensuring that any noise created in your property, garden or communal area: including that from DIY projects, parties, vehicles, televisions, radios, musical instruments and music systems, is kept at a reasonable volume at all times and is not audible to people outside the property between the hours of 10pm and 8am.”</p>
Not included	9.1 c)	Not included in current Terms and Conditions.	<p><u>Being a Good Neighbour</u></p> <p>New in proposed Terms and Conditions.</p> <p>9.1 c) “[You are responsible for] Not placing or leaving ANY items in communal areas, including communal balconies. This includes but is not restricted to: prams, buggies, bikes, scooters, hanging baskets, pot plants and doormats etc. The Council has a zero tolerance policy towards items placed in communal areas. Any items found will be removed by the Council without notice and disposed of. You should report any items found in communal areas/shared spaces to the Council”.</p>
4.3	9.1 d)	<p><u>Good neighbour responsibilities</u></p> <p><i>4.3 “[You are responsible for] “Keeping any part of the communal areas as required by the Council clean and tidy, if living in a flat or maisonette and ensure that all private gardens and balconies are kept neat and tidy and free of rubbish, furniture (other than garden furniture) and appliances.”</i></p>	<p><u>Being a Good Neighbour</u></p> <p>Amended to remove reference to communal areas as this is covered under a separate clauses 10.2 i) and k). Removal of reference to living in a flat or maisonette and added information on electrical appliances, mattresses and pet cages.</p> <p>9.1 d) “[You are responsible for] Keeping all private gardens and balconies neat and tidy and free of rubbish, furniture (other than garden furniture) and electrical appliances or items deemed to be dangerous or unsightly, such as mattresses or pet cages on balconies.”</p>
4.4	9.1 e)	<u>Good neighbour responsibilities</u>	<u>Being a Good Neighbour</u>

		<p>4.4 “[You are responsible for] Keeping any domestic pet owned by you, or by anyone else living at the property, well cared for and under control at all times. If the pet is not kept under control, and it annoys or frightens other people in the locality, damages Council property, or fouls communal areas, we may remove your right to keep the animal in the property. Horses, ponies and livestock should not be kept within the boundary of your rented property. If this happens, you will have to find somewhere else for the pet to live and the Council may seek to recover possession of the property. Tenants of flats, maisonettes and supported housing schemes that share a single common entrance can only keep a pet (other than a caged bird, tanked fish or an assistance dog) with the written consent of the Council, such consent not to be unreasonably withheld”.</p>	<p>Amended to advise reference to the Policy on Keeping Pets and other Animals in Council Properties for terms and conditions of keeping pets.</p> <p>9.1 e) “[You are responsible for] Keeping any domestic pet owned by you, or by anyone else living at the property, well cared for and under control at all times. The Council’s Policy on Keeping Pets and other Animals in Council Properties (‘Pet Policy’) sets out what types of pets can be kept in the property, and what we will do if a pet is not cared for or deemed to be dangerous. The terms of the Pet Policy must be adhered to at all times, otherwise the Council may take enforcement action. The Pet Policy is included in your Tenancy Support Pack”.</p>
4.5	9.1 f)	<p><u>Good neighbour responsibilities</u></p> <p>4.5 “[You are responsible for] Compliance with the reasonable requests of the Council, its employee’s agents or contractors relating to the use of the property”.</p>	<p><u>Being a Good Neighbour</u></p> <p>Wording tweaked slightly, ‘Compliance’ has been replaced with ‘Complying’.</p> <p>9.1 f) “[You are responsible for] Complying with the reasonable requests of the Council, its employee’s agents or contractors relating to the use of the property.”</p>
4.6	9.2 a)	<p><u>Good neighbour responsibilities</u></p> <p>4.6 “[You must not] Engage or threaten to engage in any anti-social behaviour”.</p>	<p><u>Good Neighbour Responsibilities</u></p> <p>Amended to cover members of the household and visitors in this clause as well as including other forms of unacceptable behaviour of crime and nuisance as well as anti-social behaviour, and this applies to the locality of the home.</p> <p>9.2 a) “[Under NO circumstances must you or a member of your household] Engage in or threaten to engage, or allow any visitors to engage in or threaten to engage in, any form of anti-social behaviour or crime or nuisance in the locality of your home”.</p>
4.10	9.2 b)	<p><u>Good neighbour responsibilities</u></p> <p>4.10 “[You must not] Commit or allow members of your household or any visitors to commit any form of harassment, violence or intimidation on the ground of race, colour, religion, sex, sexual orientation or disability, if that harassment may cause nuisance, alarm, distress or offence to other tenants,</p>	<p><u>Being a Good Neighbour</u></p> <p>Amended to clarify behaviour motivated by hostility or prejudice based on a person’s protected characteristics must not be committed or allowed.</p>

		<i>neighbours, or any person visiting the area or engaged in lawful activity in the locality of your property”.</i>	<i>9.2 b) “[Under NO circumstances must you or a member of your household] Commit, or allow any visitors to commit, any form of harassment, violence or intimidation motivated by hostility or prejudice based on a person’s race, religion, sexual orientation, disability, or gender reassignment.”</i>
4.7	9.2 c)	<u>Good neighbour responsibilities</u> <i>4.7 “[You must not] Hinder, abuse or assault any representative of the Council, its employees agents or contractors whether by yourself or by allowing any member of your household or visitor to your property to do so”.</i>	<u>Being a Good Neighbour</u> Additional wording to clarify the behaviour not allowed includes telephone, email or other forms of communication abuse. <i>9.2 c) “[Under NO circumstances must you or a member of your household] Hinder, abuse or assault any representative of the Council, its employees agents or contractors whether by yourself or by allowing any member of your household or visitor to your property to do so. This includes by telephone, email or other forms of communication”.</i>
4.8	9.2 d)	<u>Good neighbour responsibilities</u> <i>4.8 “[You must not] Use the property or any communal area, for any improper, illegal, immoral or anti-social activity, which includes dealing, selling or abusing any illegal or controlled drugs or storing or handling stolen goods or riding motorbikes on communal land”.</i>	<u>Being a Good Neighbour</u> 9.2 d) No change.
4.9	9.2 e) 9.2 f)	<u>Good neighbour responsibilities</u> <i>4.9 “[You must not] Use the property or do anything in the property, or allow the property to be used or allow anything to be done in your property, which interferes with the peace, comfort or quiet enjoyment of any person living in, visiting or otherwise engaged in lawful activity in the locality of your property or which causes a nuisance, annoyance, inconvenience or damage to neighbouring, adjoining or adjacent property or to the owners or occupiers of neighbouring property, their visitors or any person visiting or otherwise engaged in lawful activity in the locality of your property”.</i>	<u>Being a Good Neighbour</u> Clause split into two – 10.2 e) and 10.2 f). <i>9.2 e) “[Under NO circumstance must you or a member of your household] Allow the property to be used, or allow anything to be done in your property, which interferes with the peace, comfort or quiet enjoyment of any person living in, visiting or otherwise engaged in lawful activity in the locality of your property”.</i> <i>9.2 f) “[Under NO circumstance must you or a member of your household] Cause a nuisance, annoyance, inconvenience or damage to neighbouring, adjoining or adjacent properties or to the owners or occupiers of neighbouring properties, their visitors or any person visiting or otherwise engaged in lawful activity in the locality of your property”.</i>
4.11	9.2 g)	<u>Good neighbour responsibilities</u>	<u>Being a Good Neighbour</u>

		4.11 <i>"[You must not] Use or threaten violence against any other person living in the property so that they are forced to leave by reason of your violence or fear of such violence."</i>	<p>Amended to state that tenants must not allow members of the household or any visitors to use or threaten violence. Now includes domestic abuse and verbal abuse as form of violence.</p> <p>9.2 g) <i>"[Under No circumstance must you or a member of your household] Engage in or allow any visitors to use or threaten violence, (including verbal abuse) or to carry out domestic abuse, against any other person living in the property so that they are forced to leave by reason of your violence or fear of such violence"</i>.</p>
4.12	9.2 h)	<p><u>Good neighbour responsibilities</u></p> <p>4.12 <i>"[You must not] Make false or malicious complaints about the behaviour of any other person."</i></p>	<p><u>Being a Good Neighbour</u></p> <p>Additional wording to say that false or malicious complaints must not be made about any other person, including staff, contractors or members of the public, and that this includes but is not limited to posts on social media.</p> <p>9.2 h) <i>"[Under NO circumstances must you or a member of your household] Make false or malicious complaints about the behaviour of any other person, including staff, contractors or members of the public, this includes, but is not limited to, posts on social media"</i>.</p>
4.13	9.2 i)	<p><u>Good neighbour responsibilities</u></p> <p>4.13 <i>"[You must not] Obstruct any communal area, entrance or exit from the property"</i>.</p>	<p><u>Being a Good Neighbour</u></p> <p>Additional information included with reference to the Fire Safety Act 2021 and Fire Safety (England) Regulations 2022. States that fridges, freezers, barbeques and any other electrical appliance that the Council deems a hazard are not allowed in any communal area, and will be removed without notice.</p> <p>9.2 i) <i>"[Under NO circumstance must you or a member of your household] Obstruct ANY communal balcony, landing, staircase, or walkway or other communal entrance to, or exit from, the property, or place any other obstruction in these areas which may contravene the Fire Safety Act 2021 and Fire Safety (England) Regulations 2022 or any other legislation which may be in force at the time. Fridges, freezers, barbeques and any other electrical appliance that the Council deems a hazard are not allowed in ANY communal area and will be removed by the Council without notice"</i>.</p>

Not included	9.2 j)	Not included in current Terms and Conditions.	<p><u>Being a Good Neighbour</u> New in proposed Terms and Conditions.</p> <p>9.2 j) “[Under NO circumstance must you or a member of your household] Place any object in, or obstruct, any electrical intake cupboard.”</p>
Not included	9.2 k)	Not included in current Terms and Conditions.	<p><u>Being a Good Neighbour</u> New in proposed Terms and Conditions.</p> <p>9.2 k) “[Under NO circumstance must you or a member of your household] Place any gate or similar construction on communal balconies, and that they will be removed without notice”.</p>
Not included	9.2 l)	Not included in current Terms and Conditions.	<p><u>Being a Good Neighbour</u> New in proposed Terms and Conditions.</p> <p>9.2 l) “[Under NO circumstance must you or a member of your household] Install Domestic Surveillance equipment e.g. CCTV without the Council’s permission. You do not need permission for a SMART doorbell. You will need to make sure that you respect people’s privacy and comply with UK data protection law (see 10.3).”</p>
4.14	9.2 m)	<p><u>Good neighbour responsibilities</u> 4.14 “[You must not] Fail to have collected regularly household rubbish and recyclable materials, which must be disposed of using bin bags and containers provided by the Council. You also need to arrange for the prompt removal of bulky household items and must not allow rubbish (whether or not it is bin bags) to accumulate in the property, any garden or communal area. This includes storing bin bags or any other refuse on any communal walkway, communal stairs or anywhere else other than the bin store provided. The earliest refuse should be placed outside your home is on the night before your designated collection day.”</p>	<p><u>Being a Good Neighbour</u> No change but links have been added to the bulky household items and collection day webpages.</p> <p>9.2 m) “[Under NO circumstances must you or a member of your household] Fail to have collected regularly household rubbish and recyclable materials, which must be disposed of using bin bags and placed in the bins provided by the Council. You also need to arrange for the prompt removal of bulky household items by the Council or a private contractor and must not allow any rubbish (whether or not it is in bin bags) to accumulate in the property or in any garden or communal area. This includes not storing bin bags or any other refuse on any communal walkway, communal stairs or anywhere else other than the bin store provided. The earliest rubbish should be placed outside your home is on the night before your designated collection day.”</p>
4.15	9.2 n)	<u>Good neighbour responsibilities</u>	<u>Being a Good Neighbour</u>

		4.15 <i>"[You must not] Keep or use any bottled gas, paraffin, petrol or any other dangerous material in the property, or in any communal area".</i>	<p>Wording added to include the locality as not permitted to store such items.</p> <p>9.2 n) <i>"[Under NO circumstances must you or a member of your household] Keep or use any bottled gas, paraffin, petrol or any other dangerous material in the property, or in any communal area or in the locality".</i></p>
4.16	9.2 o)	<p><u>Good neighbour responsibilities</u></p> <p>4.16 <i>"[You must not] Carry out any trade, profession or business from the property, or elsewhere on Council land, without the permission of the Council in writing".</i></p>	<p><u>Being a Good Neighbour</u></p> <p>Contains the same information and added that tenants must not advertise any trade, profession or business, including in communal areas. A reference to the Council's Home Enterprise Policy has also been included and clarification that permission will not be granted to carry out any of the above within a communal area.</p> <p>9.2 o) <i>"[Under NO circumstance must you or a member of your household] Carry out or advertise any trade, profession or business from the property, or elsewhere on Council land, without the permission of the Council in writing (see the Home Enterprise Policy). Permission will NOT be granted to carry out any business relating to the above within a communal area".</i></p>
Not included	9.3	Not included in current Terms and Conditions.	<p>New in proposed Terms and Conditions.</p> <p>"9.3. Data Protection Law</p> <p><i>You will need to set up a doorbell or CCTV to only capture images on your land, for example, your garden and driveway. If you do this, then data protection law will not apply to you. You will, however, be subject to data protection law if your system captures images of people in a communal area, on public land or on the street.</i></p> <p><i>If your door opens onto a communal area you will need to follow the guidance laid down by the UK Information Commissioners Office (the ICO). This means you need a clear and justifiable reason for using the system that you can explain to an individual, or the ICO, if asked. You will need to explain why you think capturing the images, or recording voices, is more important than invading the privacy of neighbours or passers-by. You will also need to:</i></p>

			<ul style="list-style-type: none"> • <i>Put up signs saying that recording is taking place and why</i> • <i>Ensure you don't capture more footage than you need</i> • <i>Make sure the footage is kept securely and that nobody can watch it without good reason</i> • <i>Only keep the footage for as long as it is needed and delete it regularly</i> • <i>Keep records of how and why images are captured and for how long they are kept</i> • <i>Make sure the system can't be misused by anyone in the household or your visitors</i> <p><i>You should also consider disabling audio and motion recording to ensure that your system is not overly intrusive."</i></p>
Not included	10.1 10.2 10.3 10.4 10.5	Not included in current Terms and Conditions.	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u> New in proposed Terms and Conditions.</p> <p>10.1. <i>"You are responsible for ensuring that any vehicle kept or driven on the property or the estate complies with all legal requirements, the parking scheme for the estate, and the terms and conditions of any parking permit issued to you. Vehicle users must respect other residents by not using the vehicle horn excessively or playing loud music on the estate".</i></p> <p>10.2. <i>"Vehicles parked in or on council owned land must be in a roadworthy condition and you may be asked to move the vehicle if requested to evidence this".</i></p> <p>10.3. <i>"Statutory Off Road Notification (SORN) vehicles must not be parked/stored within Council owned car parks or areas managed by the Council, and must be disposed of appropriately".</i></p> <p>10.4. <i>"Housing Scheme tenants are permitted to park one vehicle in the Scheme's communal car park. Additional vehicles must be parked outside this area. Prior permission must be sought from the Council to park vehicles larger than a standard car, e.g. lorries or vans."</i></p>

			10.5. <i>"All garages attached to general needs properties must be used for the purpose for which they are designed".</i>
4.17	10.6 a)	<p><u>Good neighbour responsibilities</u></p> <p>4.17 <i>"You must not park any motor vehicle, trailer or caravan anywhere on the property or the estate without the written agreement of the Council, unless you wish to park a motor car within the boundaries of your own property and your property has a properly constructed pavement-and-kerb crossing and a hardstanding or garage".</i></p>	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u></p> <p>Additional wording added stating any motor vehicle, e.g. trailer, boat, horsebox or caravan must not be parked on any unauthorised area on the estate or housing land. Removed wording: "or the estate without the written agreement of the Council" Added dropped kerb for clarification: 'your property has a properly constructed pavement-and-kerb crossing (dropped kerb)'. New wording added: '(It should be noted that not all housing land has signage giving its status. (If in doubt please check with your Housing Officer))'.</p> <p>10.6 a) <i>"[You must not] Park any motor vehicle, e.g. trailer, boat, horsebox or caravan, on any unauthorised area on the estate or housing land, unless you wish to park a motor car or small caravan/trailer within the boundaries of your own property and your property has a properly constructed pavement-and-kerb crossing (dropped kerb) and a hardstanding or garage. (It should be noted that not all housing land has signage giving its status. (If in doubt please check with your Housing Officer))".</i></p>
Not included	10.6 b)	Not included in current Terms and Conditions.	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u></p> <p>New in proposed Terms and Conditions.</p> <p>10.6 b) <i>"[You must not] Allow any individual to reside within any such vehicle."</i></p>
Not included	10.6 c)	Not included in current Terms and Conditions.	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u></p> <p>New in proposed Terms and Conditions.</p> <p>10.6 c) <i>"[You must not] Site a skip at the property without requesting permission from the council in advance. Any skip sited on the highway must have the required permission from Kent County Council."</i></p>
5.11	10.6 d)	<u>Using the property</u>	<u>Vehicles, Parking and other Miscellaneous Regulations</u>

		5.11 <i>"[You are responsible for] Ensuring that no moped, motorbike or other similar machine driven vehicle is kept inside your home, without the Council's written consent".</i>	Amended to clarify that e-scooters or electric bicycles are included as vehicles not allowed to be kept inside the home. Vehicles should also not be kept in communal areas. <i>10.6 d) "[You must not] Keep mopeds, motorcycles, e-scooters or electric bicycles inside your home or in communal areas of blocks of flats (such as entrance halls, stairs, landings, sheds etc.) or otherwise in such a way that they pose a fire safety risk."</i>
Not included	10.6 e)	Not included in current Terms and Conditions.	<u>Vehicles, Parking and other Miscellaneous Regulations</u> New in proposed Terms and Conditions. <i>10.6 e) "[You must not] Leave mobility scooters in any communal areas or otherwise in such a way that they pose a fire safety risk".</i>
4.17	10.6 f)	<u>Good neighbour responsibilities</u> <i>4.17 "You must not leave any abandoned taxed or untaxed vehicles on estate car parks or park any vehicles on verges or grassed areas within the estate".</i>	<u>Vehicles, Parking and other Miscellaneous Regulations</u> 10.6 f) No change.
4.17	10.6 g)	<u>Good neighbour responsibilities</u> 4.17 Tenants must not "allow vehicles to be parked anywhere that would obstruct emergency services or prevent us or our contractors carrying out our work".	<u>Vehicles, Parking and other Miscellaneous Regulations</u> 10.6 g) No change.
4.17	10.6 h)	<u>Good neighbour responsibilities</u> <i>4.17 "Vehicles parked in estate car parks must be parked in the designated parking bays".</i>	<u>Vehicles, Parking and other Miscellaneous Regulations</u> Minor amendment. <i>10.6 h) "[You must not] Park in estate car parks other than in parking bays designated for tenants and/or visitors."</i>
Not included	10.6 i)	Not included in current Terms and Conditions.	<u>Vehicles, Parking and other Miscellaneous Regulations</u> New in proposed Terms and Conditions <i>10.6 i) "[You must not] Park in bays allocated to Housing Scheme Officers in housing schemes."</i>
Not included	10.6 j)	Not included in current Terms and Conditions.	<u>Vehicles, Parking and other Miscellaneous Regulations</u> New in proposed Terms and Conditions. <i>10.6 j) "[You must not] Park anywhere that obstructs disabled parking bays (unless you have and display a valid Blue Badge Scheme disabled badge), shared driveways, emergency</i>

			<i>services, other road users and garages. This includes you or anyone living with you or visiting your home.”</i>
Not included	10.6 k)	Not included in current Terms and Conditions.	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u> New in proposed Terms and Conditions.</p> <p>10.6 k) “[You must not] Allow charging cables for electric vehicles to trail over footpaths.”</p>
4.18	10.6 l)	<p><u>Good neighbour responsibilities</u> 4.18 “[You must not] Carry out motor vehicle repairs in the locality if those repairs are likely to cause a nuisance or annoyance or offence to other people and, in any event, you must not carry out major repairs either at the property or on communal areas such as car parks”.</p>	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u> Minor amendment.</p> <p>10.6 l) “[You must not] Carry out any motor vehicle repairs in the locality if those repairs are likely to cause nuisance, annoyance or offence to other people either at the property or in communal areas such as car parks”.</p>
4.19	10.6 m)	<p><u>Good neighbour responsibilities</u> 4.19 “[You must not] Use the public road or the estate to sell vehicles on a commercial or professional basis. If you sell any vehicle that is not registered to you or other people living with you, we will consider this as a commercial or professional sale”.</p>	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u> 10.6 m) No change.</p>
4.20	10.6 n)	<p><u>Good neighbour responsibilities</u> 4.20 “[You must not] Offer or pay any gratuity to any officer, Member, agent or contractor of the Council”.</p>	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u> The word ‘Member’ amended to ‘Councillor’.</p> <p>10.6 n) “[You must not] Offer or pay any gratuity to any Officer, Councillor, agent or contractor of the Council”.</p>
4.21	10.6 o)	<p><u>Good neighbour responsibilities</u> 4.21 “[You must not] Breach the shared security afforded by security entrance doors by letting strangers without identification into the building”.</p>	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u> 10.6 o) No change.</p>
Not included	10.6 p)	Not included in current Terms and Conditions.	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u> New in proposed Terms and Conditions.</p> <p>10.6 p) “[You must not] Leave security doors open or propped open.”</p>
4.22	10.6 q)	<p><u>Good neighbour responsibilities</u> 4.22 “[You must not] Allow a hedge to grow more than 2 metres high or overhang pavements or neighbours’ gardens”.</p>	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u> 10.6 q) No change.</p>
Not included	10.6 r)	Not included in current Terms and Conditions.	<u>Vehicles, Parking and other Miscellaneous Regulations</u>

			<p>New in proposed Terms and Conditions.</p> <p>10.6 r) <i>"[You must not] Erect a garden fence that is more than 2 metres high or 1.2m at the front of the property."</i></p>
4.17	Not included	<p><u>Good neighbour responsibilities</u></p> <p>4.17 <i>"You must not park on the estate any commercial vehicle licensed to carry loads above 7.5 tonnes or longer than 5 metres without the permission of the Council in writing".</i></p>	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u></p> <p>Not included in proposed new terms and conditions.</p>
4.23	10.7	<p><u>Good neighbour responsibilities</u></p> <p>4.23 <i>"If you or your visitors or family behave anti-socially in the ways outlined above, we will take action to stop you. This may include going to Court to ask for you to be evicted, demoting your tenancy, applying for an injunction or applying for an anti-social behaviour order."</i></p>	<p><u>Vehicles, Parking and other Miscellaneous Regulations</u></p> <p>Amended with inclusion of Community Protection Warning and reference to the Anti-Social Behaviour Policy.</p> <p>10.7 <i>"If you, your visitors or your family breach the conditions outlined in Sections 9, 10 and 11, we will take action to stop you. This may include, for example, issuing a Community Protection Warning, applying to the courts for an injunction or seeking possession of the property (see Annex 2 and the Anti-Social Behaviour Policy)."</i></p>
5.1	11.1 a)	<p><u>Using the property</u></p> <p>5.1 <i>"[You are responsible for] Taking possession of the property at the beginning of the tenancy".</i></p>	<p><u>Using the Property</u></p> <p>11.1 a) No change.</p>
5.2	11.1. b)	<p><u>Using the property</u></p> <p>5.2 <i>"[You are responsible for] Using the property as your only or main home. If you do not, you will lose your security of tenure and the Council may take possession of the property".</i></p>	<p><u>Using the Property</u></p> <p>Changed 'main home' to 'principal home'. Removed where it states the tenant will 'lose security of tenure' and amended to say that 'the Council may seek possession of the property' if the property isn't being used as only or principal home and may end the tenancy by service a Notice to Quit</p> <p>Also added: 'If you are not using the property as your only or principal home, the Council will be entitled to bring your tenancy of the property to an end by serving a notice to quit'.</p> <p>11.1 b) <i>"[You are responsible for] Using the property as your only or principal home. If you do not, the Council may seek possession of the property. If you are not using the property as your only or principal home, the Council will be entitled to bring your tenancy to an end by serving a Notice to Quit".</i></p>
5.3	11.1 c)	<p><u>Using the property</u></p> <p>5.3 <i>"[You are responsible for] Ensuring that the property is not used for any other purpose than as a private dwelling house".</i></p>	<p><u>Using the Property</u></p> <p>11.1 c) No change.</p>

5.4	11.1 d)	<p><u>Using the property</u></p> <p>5.4 “You are responsible for] Always residing in the property, with the exception of holidays or periods of illness. If you intend to be absent from the property for a period of 42 days or more, you should inform the Council before the period starts. Where it appears reasonable to conclude that you have abandoned the property (whether or not you have been away from home for 42 days or more), you agree that the Council can enter the premises, change the locks and take any other appropriate steps to protect the premises, including proceedings for possession on the ground that you no longer occupy the property. You also agree that the Council can recharge you for the reasonable costs in making the premises clean and safe and that you will accept liability for the loss of any property belonging to someone else which has been disposed of in this way”.</p>	<p><u>Using the Property</u></p> <p>The period of 42 days has been changed to 28 days. Addition of ‘continuous’ and specifies that this is in any one year. Amended from tenants should ‘inform’ the Council before the period starts to tenants ‘should obtain the written consent’ of the Council before the period starts. In considering whether to grant consent ‘the Council will consider any past periods of absence’. Action taken by the Council is the same where it appears reasonable to conclude the tenant has abandoned the property, but has been amended to say whether or not the tenant has been away from their home for 28 continuous days or more in place of 48 days or more.</p> <p>11.1 d) “[You are responsible for] Always residing in the property, with the exception of holidays or periods of illness. If you intend to be absent from the property for a continuous period of 28 days or more, you should obtain the written consent of the Council before the period starts. In considering whether to grant consent for 28 days or more, the Council will consider any past periods of absence. Where it appears reasonable to conclude that you have abandoned the property (whether or not you have been away from home for 28 continuous days or more), you agree that the Council can enter the premises, change the locks and take any other appropriate steps to protect the premises, including proceedings for possession on the ground that you no longer occupy the property. You also agree that the Council can recharge you for the reasonable costs in making the premises clean and safe and that you will accept liability for the loss of any property, including property belonging to someone else, which has been disposed of in this way”.</p>
5.5	11.1 e)	<p><u>Using the property</u></p> <p>5.5 “[You are responsible for] Ensuring that the property does not become statutorily overcrowded within the definition contained within Part X of the Housing Act 1985”.</p>	<p><u>Using the Property</u></p> <p>Added that the property also should not become overcrowded in line with any other Act relating to overcrowding, that may be in force at the time.</p> <p>11.1 e) “[You are responsible for] Ensuring that the property does not become statutorily overcrowded within the definition contained within Part X of the Housing Act 1985 or any other Act relating to overcrowding, that may be in force at the time”.</p>

5.6	11.1 f)	<p><u>Using the property</u></p> <p>5.6 “[You are responsible for] Informing the Council of any changes in the composition of the household, that affects your occupancy or entitlement to benefit. If you want someone to stay who was not part of your household when you first moved in (temporarily or permanently) you must get the Council's written permission first. This includes children, relatives, friends and guests. We will not refuse permission, unless there is a good reason, such as the person being likely to cause a nuisance or that an additional person will cause the property to be overcrowded”.</p>	<p><u>Using the Property</u></p> <p>Amended that tenants are responsible for informing their ‘Housing Officer of any changes in the composition of the household that affects your occupancy or entitlement to Housing Benefit or Universal Credit, or any other housing related benefit. This includes anyone that has left your household’.</p> <p>Amended that permission will not be refused unless there are ‘valid’ reasons. Removed the reason ‘the person being likely to cause a nuisance’ and added examples where the person is ‘known to statutory agencies for ongoing criminal or anti-social acts of subject to multi-agency public protection or multi-agency risk assessment arrangements’.</p> <p>11.1 f) “[You are responsible for] Informing your Housing Officer of any changes in the composition of the household, that affects your occupancy or entitlement to Housing Benefit or Universal Credit, or any other housing related benefit. This includes anyone that has left your household. If you want someone to stay who was not part of your household when you first moved in (temporarily or permanently) you must obtain the Council's written permission first. This includes children, relatives, friends and guests. We will not refuse permission, unless there are valid reasons for doing so, for example where an additional person will cause the property to be overcrowded or is known to statutory agencies for ongoing criminal or anti-social acts within or outside the Borough or locality, or is subject to multi agency public protection or multi agency risk assessment arrangements”.</p>
5.7	11.1. g)	<p><u>Using the property</u></p> <p>5.7 “[You are responsible for] Ensuring that no one tampers with any of the meters or interferes with the supply of electricity, gas, water or other services serving the property, neighbouring properties or the estate”.</p>	<p><u>Using the Property</u></p> <p>Added smoke alarms or other detectors should not be tampered with.</p> <p>11.1 g) “[You are responsible for] Ensuring that no one tampers with any of the meters, smoke alarms or other detectors or interferes with the supply of electricity, gas, water or other services serving the property, neighbouring properties or the estate”.</p>
5.8	11.1. h)	<p><u>Using the property</u></p>	<p><u>Using the Property</u></p>

		<p>5.8 “[You are responsible for] Ensuring that any Gas appliances you pay to have installed in your home are fitted and serviced by a CORGI registered fitter and that you make good any resultant damage to the Council’s property. You are also responsible for settling all outstanding utility costs prior to vacation of the property”.</p>	<p>Amended that gas and electrical appliances tenants pay to have installed must be fitted and serviced by a ‘Gas Safe registered engineer or qualified electrician’. Link included to gas safety register website. Added that tenants ‘must seek the Council’s permission before any of the above works are carried out’ and that ‘tenants living in housing schemes are not allowed to install gas appliances in their properties’.</p> <p>11.1 h) “[You are responsible for] Ensuring that any gas and electrical appliances you pay to have installed in your home are fitted and serviced by a Gas Safe registered engineer or qualified electrician and that you make good any resultant damage to the Council’s property. You are also responsible for settling all outstanding utility costs prior to vacation of the property. You must seek the Council’s permission before any of the above works are carried out. Tenants living in housing schemes are not allowed to install gas appliances in their properties”.</p>
5.9	11.1 i)	<p><u>Using the property</u></p> <p>5.9 “[You are responsible for] Ensuring that any plumbed-in appliances you pay to have installed in your home are fitted by skilled workers and that you make good any resultant damage to the Council’s property”.</p>	<p><u>Using the Property</u></p> <p>No change other than added the word ‘appropriately’ skilled workers.</p> <p>11.1 i) “[You are responsible for] Ensuring that any plumbed-in appliances you pay to have installed in your home are fitted by appropriately skilled workers and that you make good any resultant damage to the Council’s property”.</p>
5.10	11.1. j)	<p><u>Using the property</u></p> <p>5.10 “[You are responsible for] Obtaining the permission of the Council in writing before installing a satellite dish or cable TV to a property in a supported unit, block of flats or maisonettes. We will normally give consent if satisfied that the installation of a dish or cable is not subject to a planning restriction and that the dish or cable will be properly fitted, will not damage Council property and will not interfere with other people”.</p>	<p><u>Using the Property</u></p> <p>Amended to housing scheme’ instead of ‘supported unit.’ Tenants are to obtain ‘permission of the Council in writing before installing a satellite dish or cable TV to a property in a housing scheme’.</p> <p>Added ‘Satellite dishes installed on houses must be installed at below ridge height (the maximum vertical distance between the finished floor level and the finished roof height directly above)’.</p> <p>11.1 j) “[You are responsible for] Obtaining the permission of the Council in writing before installing a satellite dish or cable TV to a property in a housing scheme, block of flats, or maisonette. We will normally give consent if we are satisfied that the</p>

			<i>installation of a dish or cable is not subject to a planning restriction and that the dish or cable will be properly fitted, will not damage Council property and will not interfere with other people. Satellite dishes installed on houses must be installed at below ridge height (the maximum vertical distance between the finished floor level and the finished roof height directly above)".</i>
5.12	11.1 k)	<u>Using the property</u> <i>5.12 "[You are responsible for] Ensuring that where the property has a door entry system to the communal front or rear door, such doors are kept firmly closed at all times, any malfunction of the system is promptly reported to the Council, and any strangers are not let in without identification".</i>	<u>Using the Property</u> 11.1 k) No change.
5.13	11.1. l)	<u>Using the property</u> <i>5.13 "[You are responsible for] If living in a property with a garden, keeping the garden tidy. Where the garden is overgrown, the Council can clear the garden and charge you for the work. If you are elderly or disabled, the Council may be able to offer assistance in accordance with the Council's scheme in operation at any time".</i>	<u>Using the Property</u> Amended to include keeping the garden waste free. Removed reference to assistance schemes for elderly or disabled tenants. 11.1 l) "[You are responsible for] Keeping your garden tidy and waste free. Where the garden is overgrown or rubbish has accumulated and you have not cleared this after a request, the Council may clear the garden and recharge you for the work".
5.14	11.1 m)	<u>Using the property</u> <i>5.14 "[You are responsible for] Obtaining the permission of the Council in writing before planting any tree or digging any pond. We will normally give consent if satisfied that the tree or pond will not cause damage, nuisance or interference to Council property or other people's homes. You will be required to infill ponds and remove any potentially dangerous items from your garden upon termination of your tenancy. Failure to do so may result in the cost being charged to you for putting this right".</i>	<u>Using the Property</u> 11.1 m) No change.
6.1	12.1 a) 12.1 b)	<u>Ending the tenancy</u> <i>6.1 "[You are responsible for] Giving the Council at least four weeks notice in writing that you wish to vacate the property. Keys must be returned to the Civic Centre before 12 o'clock midday on the final Monday. Although they may be handed in before the "notice" expires, you may be charged rent for the whole period. If you leave the property after giving notice and</i>	<u>Ending Your Tenancy</u> Clause split into two – 12.1 a) and 12.1 b). Amended to state the notice period ends on a Sunday and a shorter notice period may be considered.

		<p><i>fail to return the keys the Council will change the locks and recharge the cost to you. Where there is a joint tenancy either of the tenants can end the tenancy by giving notice in writing. The Council will decide if any remaining joint tenants can stay in the property”.</i></p>	<p>12.1 a) “[You are responsible for] Giving the Council at least four weeks’ notice in writing, ending on a Sunday, that you wish to vacate the property. If requested by the tenant, the Council may consider a shorter notice period”.</p> <p>Amended with clarification that keys must be returned on the final Monday following the termination of tenancy. Added “In addition, you may be charged rent accrued during this period until the keys are returned.” Reference to joint tenants ending the tenancy has been moved to clause 13.2.</p> <p>12.1 b) “[You are responsible for] Returning the keys to the Council offices at the Civic Centre before 12 o'clock midday on the final Monday following the termination of your tenancy. Although they may be handed in before the "Notice" expires, you may be charged rent for the rest of the Notice period. If you leave the property after giving notice and fail to return the keys, the Council will change the locks and recharge the cost to you. In addition, you may be charged rent accrued during this period until the keys are returned”.</p>
Not included	12.1 c)	Not included in current Terms and Conditions.	<p><u>Ending Your Tenancy</u> New in proposed Terms and Conditions.</p> <p>12.1 c) “[You are responsible for] Completing a Termination Form and Exit Survey”.</p>
6.2	12.1 d)	<p><u>Ending the tenancy</u> 6.2 “[You are responsible for] Paying the rent or a sum equivalent to rent until whichever of the following dates is the latest:</p> <ul style="list-style-type: none"> • The date upon which any notice to quit served by you expires; • The date upon which you leave the property, following service of notice to quit by your; • In the event of you failing to give written notice or to return the keys, the date upon which the Council takes possession, or; • The date upon which you leave the property following a Court order for possession”. 	<p><u>Ending Your Tenancy</u> 12.1 d) No change.</p>

6.3	12.1 e)	<p><u>Ending the tenancy</u> 6.3 “[You are responsible for] Giving vacant possession and leaving the property and fixtures and fittings in good condition. The property must also be in good decorative order. We will charge you for any repair or replacement that is necessary as a result of damage caused deliberately by you or a member of your household or a visitor or that has been caused through you or your household’s neglect. We reserve the right to recover any reasonable costs we incur in replacing or repairing any missing or damaged items or alterations which either do not comply with relevant regulations or codes of practice or which were carried out without the Council’s written consent”.</p>	<p><u>Ending Your Tenancy</u> 12.1 e) No change.</p>
6.4	12.1 f)	<p><u>Ending the tenancy</u> 6.4 “[You are responsible for] Ensuring you take all of your belongings with you when you leave the property. You will be responsible for meeting all reasonable removal and/or storage charges when items are left in the property. We will remove and store them for a maximum of one month and will notify you that we have done so by writing to your last known address. If the items are not collected within one month, we may dispose of the items and you will be liable for the reasonable costs of disposal”.</p>	<p><u>Ending Your Tenancy</u> 12.1 f) No change.</p>
Not included	12.1 g)	Not included in current Terms and Conditions.	<p><u>Ending Your Tenancy</u> New in proposed Terms and Conditions.</p> <p>12.1 g) “[You are responsible for] Not leaving anybody else living in your home when you move out. If you do, the Council will take court action to gain possession and you may be charged for administration and court costs”.</p>
Not included	12.1 h)	Not included in current Terms and Conditions.	<p><u>Ending Your Tenancy</u> New in proposed Terms and Conditions.</p> <p>12.1 h) “[You are responsible for] Not leaving any pets in the property when you leave”.</p>
6.1	12.2	<p><u>Ending the tenancy</u> 6.1 “[You are responsible for] Giving the Council at least four weeks notice in writing that you wish to vacate the property.</p>	<p><u>Ending Your Tenancy</u> Information on giving notice and returning the keys is contained in clauses 12.1 a) and 12.1 b).</p>

		<p><i>Keys must be returned to the Civic Centre before 12 o'clock midday on the final Monday. Although they may be handed in before the "notice" expires, you may be charged rent for the whole period. If you leave the property after giving notice and fail to return the keys the Council will change the locks and recharge the cost to you. Where there is a joint tenancy either of the tenants can end the tenancy by giving notice in writing. The Council will decide if any remaining joint tenants can stay in the property".</i></p>	<p>Amended information on ending joint tenancies by adding that 'if a joint tenant ends a tenancy this will end the tenancy for ALL joint tenants. Remaining joint tenants, not entitled to succeed to the tenancy will be expected to find alternative accommodation. If the Council exercises its discretion and allows a joint tenant to remain in a property, a new tenancy will be created'.</p> <p>12.2 "Where there is a joint tenancy either of the tenants can end the tenancy by giving notice in writing. It is important to note that if a joint tenant ends a tenancy this will end the tenancy for ALL joint tenants. Remaining joint tenants, not entitled to succeed to the tenancy will be expected to find alternative accommodation. If the Council exercises its discretion and allows a joint tenant to remain in a property, a new tenancy will be created".</p>
<p>7.1 7.2 7.3 7.4</p>	Not included	<p><u>Your rights as a secure tenant</u></p> <p><i>7.1."You have a right to buy your home at a discount, unless you live in an exempted property, such as one specifically built or adapted for the disabled or the elderly. To take advantage of this right, you must have been a public sector tenant for at least 2 years or 5 years in the case of tenancies granted after the 18th January 2005".</i></p> <p><i>7.2. "You have a right to take in a lodger and apply to the Council for permission to take in a sub-tenant, provided these changes in occupation do not cause statutory overcrowding or result in your parting with possession of the whole of the property".</i></p> <p><i>7.3. "You have a right to swap properties with another secure tenant of the Council, another local authority or a recognised housing association, once you have obtained the Council's written consent to such an exchange".</i></p> <p><i>7.4. "You have a right to carry out certain home improvements. You are also entitled to claim compensation for this work at the end of your tenancy, provided the work on these qualifying improvements started on or after the 1st April 1994".</i></p>	<p>Not included in proposed new Terms and Conditions. However secure tenants' rights are covered in clause 3.22.</p>

		<p><i>“Introductory tenants DO NOT have these rights. You get these rights if you become a secure tenant”.</i></p>	
1.12	13.1 13.2 13.3 13.4 13.5 13.6 13.7 13.8	<p><u>About the tenancy agreement – Data Protection Act 1998 notification clause</u></p> <p><i>1.12 “All or part of the information you provide may be disclosed or supplied to external organisations or bodies e.g. Audit Commission, Courts, Bailiffs, Department of Works and Pensions, HM Revenues and Customs, and any other charging authority that are legally entitled to the information and may also be disclosed to the Council’s external auditors for the following purposes;</i></p> <ul style="list-style-type: none"> <i>• the prevention or detection of crime;</i> <i>• the apprehension or prosecution of offenders;</i> <i>• the assessment or collection of any tax or duty in any case where failure to disclose would be likely to prejudice any of those matters;</i> <i>• data matching initiatives with other statutory bodies for the purposes of fraud prevention and detection.</i> <p><i>All or part of the information you have provided may also be used for electoral registration purposes and by other Departments of the Council for purposes connected with the collection of Council debts or to assist in other statutory functions such as Environmental Health or Planning.</i></p> <p><i>We keep all personal data accurate, up to date and secure to prevent accidental loss, destruction or damage. The extent of the measures taken by us will depend upon the sensitivity of the information. Personal data will not be kept for longer than is necessary for this purpose.</i></p> <p><i>By signing this Agreement, you are authorising the Council to make any enquiries that it wishes, both now and in the future, with any recognised Credit Reference Agency, Council Department, Police, Hospital, Doctor and Supplier of Gas, Water or Electricity, with regard to the granting of credit,</i></p>	<p><u>Data Protection, Privacy Notices and Subject Access Requests</u></p> <p>New section titled ‘Data Protection, Privacy Notices and Subject Access Requests’.</p> <ul style="list-style-type: none"> • A link to the Landlord and Tenant Privacy Notice and Data Protection Policy has been included, which outlines how tenant information may be disclosed or supplied to external agencies; • It explains that some personal information is held about tenants on file which should only be relevant to the tenancy; • It explains how tenants have a right of access to their personal data via a Subject Access Request, and who qualifies to have access to this information. A link to the Subject Access Request form has been added; • Reference to the Data Protection Act has been updated to 2018. • Requests must be made verbally or in writing. • Explains tenants can also ask the Council to correct any information that is wrong, such as date of birth. • Explains the process once the request has been received, including timescales, about what information may be supplied and that another person may be authorised to make the request on the tenant’s behalf if the Council receive permission in writing. <p>13.1. <i>“All or part of the information you provide may be disclosed or supplied to external organisations or bodies under the terms of the Council’s Housing Services (Landlord and Tenant) Privacy Notice and Data Protection Policy”.</i></p> <p>13.2. <i>“Because you are a tenant, some personal information about you and/or your household is held on file. This information should only be relevant to your tenancy”.</i></p> <p>13.3. <i>“Under the Data Protection Act 2018 you have a right to ask us or any other organisation, for a copy of the personal</i></p>

		<p>ongoing monitoring of credit and the prevention and detection of fraud.</p> <p>You have a right of access to your personal data and the right to check and correct the information and may pursue a query or complaint on matters related to your personal data. Further information on your rights may be obtained by contacting The Data Protection Officer, Dartford Borough Council, Civic Centre, Home Gardens, Dartford, Kent, DA1 1DR. Telephone: 01322 343634; Fax 01322 343422 Email: dataprotection@dartford.gov.uk; Website http://www.dartford.gov.uk</p> <p>We may check information provided by you or information about you provided by a third party against other information held by us. We may also obtain information from third parties or provide information to them to check the accuracy of information supplied by you to the Council. We may make a search (including making enquiries about principal directors) with a Credit Reference Agency. The Credit Reference Agency will keep a record of that search and may share the information with other businesses”.</p>	<p>information relating to you. This is commonly known as a Subject Access Request which can allow you to establish:</p> <ul style="list-style-type: none"> • What personal information we hold about you • How we are using it • Who we share it with; and • Where we got your data from” <p>13.4. “Requests must be made verbally and in writing by letter, email or online”.</p> <p>13.5. “You can also ask us to correct any information that is wrong, such as your date of birth etc”.</p> <p>13.6. “Once your request has been received, along with your proof of identity and address, we will provide your information within one month. If it is likely to exceed this time limit due to the complexity of and number of requests, the response time may be extended by a further two months”.</p> <p>13.7. “In response to Subject Access Requests we will provide you with a copy of the information we hold that relates to you. This will not generally include information about your property such as repair logs, details of contractor visits, or general property maintenance information, as this is unlikely to constitute your ‘personal information’”.</p> <p>13.8. “You may also authorise another person to make the request for you if we have your permission in writing”.</p>
Not included	14.1 14.2 14.3	Not included in current Terms and Conditions.	<p>Your Right to be Consulted New in proposed Terms and Conditions.</p> <p>14.1. “We will consult you about any changes we want to make to your Tenancy Agreement. Under the Housing Act 1985 we can make changes to the Tenancy Agreement as long as we consult you properly, take account of your views and give you four weeks’ notice before the change happens”.</p>

			<p>14.2. "All tenants have the right to be consulted and have their views considered on how we manage their homes".</p> <p>14.3. "This includes:</p> <ul style="list-style-type: none"> • Managing, maintaining, improving or demolishing homes • Providing services or amenities, and; • Changes in the practice or policy of the Council which are likely to substantially affect a number of tenants".
<u>Current section</u>	<u>New section</u>	<u>Current listed grounds for possession</u>	<u>Proposed listed grounds for possession</u>
8 – Part I Grounds: 1 2 2A 3 4 5 6 7 8	15. Annex 1 – Part I Grounds: 1 2 2ZA 2A 3 4 5 6 7 8	<p><u>Summary of grounds for possession for secure tenants – Schedule 2 Housing Act 1985 as amended</u></p> <p><i>"Part I – The Court may order possession if it considers it "reasonable" on the following grounds:"</i></p> <p><i>Ground 1: Non-payment of rent or other breach of tenancy conditions.</i></p> <p><i>Ground 2: There has been any nuisance or annoyance to neighbours or visitors, to the locality or The property has been used for illegal or immoral purposes.</i></p> <p><i>Ground 2A: One of the occupiers has left as a result of violence or threatened violence by their partner, who is also an occupier, and is unlikely to return to The property.</i></p> <p><i>Ground 3: The property or any common areas have been damaged or neglected by The Tenant or any other occupier living at The property.</i></p> <p><i>Ground 4: Any furniture provided with the tenancy has been damaged or neglected by The Tenant or any other occupier.</i></p> <p><i>Ground 5: The tenancy was obtained through deliberate falsification.</i></p>	<p><u>Summary of grounds for possession for secure tenants (Schedule 2 Housing Act 1985 as amended)</u></p> <p>No change to grounds 1, 3, 4, 6, 7 and 8. Amendment to wording for grounds 2 and 5. Additional ground listed at 2ZA.</p> <p><i>"Part I – The Court may order possession if it considers it "reasonable" on the following grounds:"</i></p> <p>Ground 1: No change.</p> <p>Ground 2: Amended to "The tenant, or anyone living in or visiting the property has been guilty of behaviour causing or likely to cause nuisance or annoyance to anyone living in, visiting or carrying out lawful activity in the locality; guilty of nuisance or annoyance to the landlord or someone employed in connection with the landlord management functions; or convicted for using the premises, or allowing them to be used, for illegal or immoral purposes".</p> <p>Ground 2ZA: New ground added "The tenant or an adult residing at the property has been convicted of an indictable offence which took place during, and at the scene of, a riot in the UK".</p>

		<p><i>Ground 6: An assignment has been made under Section 92 of the Housing Act 1985 and a premium was paid in connection with that assignment.</i></p> <p><i>Ground 7: The tenancy was originally let as a tied tenancy and is in mainly non-housing property and The Tenant is guilty of conduct such that, having regard to the use of The property, it would not be right for The Tenant to remain in The property.</i></p> <p><i>Ground 8: Where the tenancy was given as temporary accommodation for a secure tenant whilst work was being done on their original home which is now available for letting as a secure tenancy”.</i></p>	<p><i>Ground 2A: Amended to “One of the occupiers has left as a result of violence or threatened violence by their partner, who is also an occupier, and is unlikely to return to the property”.</i></p> <p><i>Ground 3: No change.</i></p> <p><i>Ground 4: No change.</i></p> <p><i>Ground 5: Amended to “The tenancy was obtained through a false statement made by the tenant knowingly or recklessly, or by someone acting at the tenant’s instigation”.</i></p> <p><i>Ground 6: No change.</i></p> <p><i>Ground 7: No change.</i></p> <p><i>Ground 8: No change.</i></p>
8 – Part II Grounds: 9 10 11	15. Annex 1 – Part II Grounds: 9 10 10A 11	<p><u>Summary of grounds for possession for secure tenants – Schedule 2 Housing Act 1985 as amended</u></p> <p><i>“Part II – The Court may order possession on the next three grounds only if suitable alternative accommodation is available:-</i></p> <p><i>Ground 9: The property is overcrowded as defined in Part X of the Housing Act 1985.</i></p> <p><i>Ground 10: The landlord intends to redevelop or rehabilitate The property or do other work within a reasonable time from gaining possession, and the work cannot reasonably be done with The Tenant still living there.</i></p> <p><i>Ground 11: The landlord is a charity and The Tenant’s continued occupation would conflict with the charity’s objects”.</i></p>	<p><u>Summary of grounds for possession for secure tenants (Schedule 2 Housing Act 1985 as amended)</u></p> <p><i>No change to grounds 9, 11.</i></p> <p><i>Amendment to wording for ground 10.</i></p> <p><i>Additional ground listed at 10A.</i></p> <p><i>“Part II - The Court may order possession on the next four grounds only if suitable alternative accommodation is available:-</i></p> <p><i>Ground 9: No change.</i></p> <p><i>Ground 10: Amended to “The landlord intends to demolish or reconstruct the property or do other work within a reasonable time from gaining possession, and the work cannot reasonably be done with the tenant still living there”.</i></p> <p><i>Ground 10A: New ground added: “The property is to be sold by the landlord to allow redevelopment to take place. Before agreeing a redevelopment scheme of this nature the landlord must consult with the affected tenants”.</i></p>

			Ground 11: No change.
8 – Part III Grounds: 12 13 14 15 16	15. Annex 1 – Part III Grounds: 12 13 14 15 15A	<p><u>Summary of grounds for possession for secure tenants – Schedule 2 Housing Act 1985 as amended</u></p> <p><i>“Part III – The Court may order possession on any of the next five grounds if it considers it is reasonable and suitable alternative accommodation is available:-</i></p> <p><i>Ground 12: The accommodation was provided under a tied tenancy to enable an employee of the landlord or a local authority or other specified body to ensure the better performance of their duties and that employment has ceased, and the landlord requires the dwelling for occupation by another such employee; and the dwelling is either situated in a building not used primarily for housing purposes or is in a cemetery.</i></p> <p><i>Ground 13: Where a dwelling which was specifically designed for a physically disabled person is no longer occupied by such a person, and is needed for another disabled person.</i></p> <p><i>Ground 14: Where a dwelling let by a housing association or trust catering only for people with special needs, either is no longer occupied by such a person or The Tenant has been offered a secure tenancy by a local authority and the dwelling is needed for another person.</i></p> <p><i>Ground 15: Where a dwelling which is one of a group let to people with special needs, with special facilities or services provided nearby, is no longer occupied by someone with those special needs and is required for another such person.</i></p> <p><i>Ground 16: Where the original tenant has died, passing on the tenancy to a member of the family (though not the spouse) and the accommodation is larger than the successor reasonably requires. The successor must be given notice that they will be asked to move. This notice must be served on The Tenant more than 6 months but less than 12 months after the previous tenant’s death.</i></p>	<p><u>Summary of grounds for possession for secure tenants (Schedule 2 Housing Act 1985 as amended)</u></p> <p>No change to grounds 12, 13, 14, and 15.</p> <p>Ground 16 now listed as ground 15A and amendment to wording.</p> <p><i>“Part III – The Court may order possession on any of the next five grounds if it considers it is reasonable and suitable alternative accommodation is available:-</i></p> <p>Ground 12: No change.</p> <p>Ground 13: No change.</p> <p>Ground 14: No change.</p> <p>Ground 15: No change.</p> <p>Ground 15A: Ground 16 now listed as ground 15A and amended to: <i>“Where the original tenant has died, passing on the tenancy to a member of the family (though not the spouse or civil partner) and the accommodation is larger than the successor reasonably requires. The successor must be given notice that they will be asked to move. This notice must be served on the tenant more than 6 months but less than 12 months after the previous tenant’s death”.</i></p> <p>Statement on where Parliament may change, add to or remove these grounds for possession has been moved to Annex 2 and wording amended.</p>

		<p><i>You should be aware that Parliament may change, add to or remove these grounds for possession. If there are any major changes, we will write to you informing you of the changes. The Council has the right to seek possession on the grounds as amended as well as how they appear above”.</i></p>	
Not included	16. Annex 2	Not included in current grounds for possession.	<p><u>Absolute ground for possession for anti-social behaviour (section 84A and Schedule 2A of the Housing Act 1985 as amended by the Anti-social Behaviour, Crime and Policing Act 2014)</u></p> <p>New in proposed grounds for possession.</p> <p><i>“The Court must award possession if any one of the five conditions specified below is met and the Council has served a Notice of Seeking Possession, and complied with its obligations in respect of the tenant’s right of review:</i></p> <p>Condition 1: Conviction of a Serious Offence</p> <p><i>The tenant, or anyone living in or visiting the property, has been convicted of a serious offence that was committed on or after 20 October 2014:</i></p> <ul style="list-style-type: none"> <i>• in the locality of the dwelling house, or</i> <i>• elsewhere against either a person who lives, or has a right to occupy accommodation, in the locality, or</i> <i>• elsewhere against the landlord or someone employed (whether or not by the landlord) in connection with the landlord's housing management functions.</i> <p><i>A serious offence for this purpose must be one of the specific offences set out in the legislation.</i></p> <p>Condition 2: Breach of an IPNA</p> <p><i>A court found that the tenant, or anyone living in or visiting the property, had breached a provision of an injunction to prevent nuisance or annoyance (IPNA).</i></p> <p><i>The breach must have occurred:</i></p> <ul style="list-style-type: none"> <i>• in the locality, or</i>

			<ul style="list-style-type: none"> • elsewhere if the IPNA was granted in order to prevent harassment, alarm or distress to: • a person who lives, or has a right to occupy accommodation, in the locality • the landlord or someone employed (whether or not by the landlord) in connection with the landlord's housing management functions <p>The condition is not met where the breach of the IPNA only relates to a failure to participate in a particular activity.</p> <p>Condition 3: Breach of a criminal behaviour order</p> <p>The tenant, or anyone living in or visiting the property, has been convicted of a breach of a criminal behaviour order that prohibits an activity:</p> <ul style="list-style-type: none"> • in the locality, or • elsewhere when the criminal behaviour order was intended to protect: • a person who lives, or has a right to occupy accommodation, in the locality • the landlord or someone employed (whether or not by the landlord) in connection with the landlord's housing management functions. <p>Condition 4: Closure Order</p> <p>A closure order has been made on the tenant's property and access to the property under the order (and/or a closure notice) has been prohibited for more than 48 hours.</p> <p>Condition 5: Noise Nuisance</p> <p>The tenant, or anyone living in or visiting the property, has been convicted of an offence under section 80(4) or 82(8) of the Environmental Protection Act 1990 as a result of breaching an abatement notice or court order in relation to noise nuisance committed on or after 20 October 2014.</p>
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			<p><i>Other grounds for possession for reasons of anti-social behaviour</i></p> <p><i>There are also three discretionary grounds for possession for reasons of anti-social behaviour available to landlords of secure tenants:</i></p> <ul style="list-style-type: none"> • <i>Ground 2 – nuisance or annoyance, or the illegal or immoral use of the property</i> • <i>Ground 2A – domestic violence</i> • <i>Ground 2ZA – offence committed during a riot</i> <p><i>Reference should be made to the full terms of the grounds for possession which are summarised in Annexes 1 and 2 above and the Council may rely on the full terms of those grounds. It should also be noted that Parliament or the Government may legislate to change, add to or remove those grounds. If there are any major changes, we will write to you informing you of the changes. The Council has the right to seek possession on the grounds as amended”.</i></p>
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