

An explanation of the proposed changes to our introductory, secure and flexible tenancy agreements

We are not ending your tenancy but we are making some changes to your existing tenancy

We are making changes to your tenancy agreement to bring it up to date with current practice and legislation, and make it clearer for you to understand. In this leaflet we give you an overview of the key changes.

Our new address

As we will have moved our main offices to Honiton by the time the updated tenancy agreement comes into force, we have updated our office details accordingly.

Some new headings

We've added headings to most clauses to make it easier to find specific topics within the tenancy agreement.

Some new clauses

These include information on:

- Mobility Scooters
- Recharging
- CCTV
- Retraction of Notice

Some new information in existing clauses

These include information on:

- Paying your rent
- Condition of your home
- Keeping pets
- Access to your home
- Right to succession
- Right to exchange
- Using your personal information, data protection and national fraud initiative

We have also adjusted the order and numbering within these sections to accommodate the new information.

Review of the changes section by section

Section 1 Introduction

This gives you general information about your tenancy agreement. It is important that you read the whole document and if you do not understand any of the terms please ask us, or get advice from a solicitor or the Citizens Advice Bureau.

We have made no significant changes to the information in this section.

Section 2 About the type of tenancy you have

In this section we explain the three types of tenancy agreement; introductory, flexible and secure. Introductory tenancies are usually for 12 months and tenants do not have the right to exchange, buy their property, take in lodgers, sublet or make improvements.

Flexible tenancies are for a fixed term, usually five years. Flexible tenants have most of the same rights as secure tenants.

Secure tenancies do not have an end date.

We have made no significant changes to the information in this section.

Section 3 Grounds for possession of your home

This sets out the conditions in which we can repossess your property. For introductory tenancies we can repossess the property by giving you a written Notice of Seeking Possession. To end a secure tenancy we have to prove one of the grounds of possession and the court has to consider our actions reasonable. If we wish to end a flexible tenancy during the length of the fixed term we also need to prove one of the grounds of possession.

We have made no significant changes to the information in this section.

Section 4 Your responsibilities

There have been a significant number of changes to this section of the tenancy agreement.

Paying your rent: - this section now covers the payment of rent *and other charges*. We have changed the default frequency of payments from fortnightly to weekly. You will still have the option to pay, fortnightly, four weekly or monthly as long as you arrange it with us first.

Some tenancies include the payment of a service charge. We used to only refer to “sheltered” housing in this section, but have widened this out to “supported” accommodation to include tenants who may not live in age restricted accommodation but who have a service charge to pay.

In the previous agreement, a clause was included requiring tenants whose household earn more than £60,000 per year to pay “market” rent. This will no longer apply and the clause has been removed accordingly.

NEW CLAUSE: We have added a new clause (4.2.9) that details the responsibility of tenants to pay all household bills. This clause also explains that tenants are required to notify all utility companies of the date you are moving and provide them with a meter reading and your forwarding address. *Please note that by accepting this change, you are agreeing to us forwarding your new contact details to the relevant utility company if requested.*

NEW CLAUSE: We have added a new clause (4.2.10) that relates to recharging for minor breaches of the tenancy agreement that lead to costs from the Council. Examples of this can include, but not be limited to costs that have arisen due to:

- you not allowing reasonable access to one of our contractors to carry out checks (under certain conditions)
- damage arising from having to access your property in an emergency where you have not provided us with details of a key safe code or key holder (where it is a requirement to do so)
- the repair or replacement of alarm equipment which you have removed or damaged (includes any telecare devices, smoke, heat or carbon monoxide detectors)
- repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by you, people living in your home or people visiting your home.
- you having allowed the property to become excessively dirty or infested with vermin
- costs arising from clearing blocked toilets and drains caused by inappropriate use and disposal of items

More detail on recharging can be found in your tenant handbook.

Living in your home:- We have added a condition to this section that tenants must not part with possession of your home or sub-let your home without our written consent.

NEW CLAUSE: We have added a new clause in relation to members of the household. This clause requires tenants to inform us at sign up the names of everyone (adults and children) who will be living in the property with you and then inform the housing needs team of all changes to the household during the course of the tenancy. This might be if someone dies or moves out of the home, or if someone moves in on a permanent basis, or you have

further children, for example. The clause also states that tenants must not allow the property to become overcrowded.

We have clarified that we will take steps to recover possession of the property if any tenant or occupant is engaged in any criminal activity in the property or local area.

We have also added a requirement that, if you intend to leave your property unoccupied for more than 28 days, you should provide us with details of a key holder who can access the property if required in an emergency. *Please note that if you fail to do this and we need to access the property, we will recharge you for any costs incurred.*

NEW CLAUSE: We have added a clause that relates to adaptations to properties.

Adaptations are changes that have been made to enable someone with limited mobility or other physical and/or mental conditions to remain in their own home. The new clause states that we will not remove, or allow you to remove, any adaptations already installed in the property (such as level access shower or stairlift). It also states that we will not usually make any adaptations to general purpose accommodation, though we will consider each case individually. If your needs change and you require specific adaptations you can apply for an adaptation to take place. You would need to obtain a Statement of Need from Social Services to support your case (call Care Direct on 0345 1551007). Should it not be possible to adapt your existing property, we would help you move to other suitable accommodation where this is available.

We have an Adaptations policy that gives further details on this and this is available on request.

NEW CLAUSE: We have added a new clause that states that the loft space does not form part of your tenancy and you are therefore not allowed to use or enter this part of the property without written consent. *Please note that if you do enter and/or use the loft space and cause damage, then you will be liable for the cost of repairs or replacements.*

NEW CLAUSE: There is a new clause that relates to Mobility Scooters. If you are considering getting a mobility scooter or already have one, you will need to consider carefully where you will park it as you are not allowed to leave them in any communal area, hallway, walkway or stairwell. You cannot take a mobility scooter into any of our lifts. If you need further information on this, you should contact the Estate Management team (or your mobile support officer if you are in Supported housing).

If you are living in any supported accommodation, we have added a requirement for you to allow access to staff for servicing any alarm equipment. You will also need to make sure that there is a key to the property placed in the key safe and that the code is known to the Home Safeguard service.

Condition of your home and garden:- We have amended a couple of clauses here to provide greater clarity for tenants in relation to maintaining the condition of the property.

We have amended our approach to properties with chimneys. We will now arrange for the chimney to be swept annually (this was previously the responsibility of the tenant). You will be required to allow access to the contractor to carry out this work.

We have also extended the clause on dangerous materials to include fire-arms. These can only be kept on the premises with our written consent. There are also conditions that dictate how a fire-arm should be stored on the premises,

NEW CLAUSE: We have added a clause on CCTV. This cannot be installed or used without our permission. It cannot usually be used to record outside the property boundary. Each case will be considered on its own merits; we need to balance the need to offer security for your property with the privacy rights of other people.

Repairs:- NEW CLAUSE: We have added a new clause stating that we may require you to temporarily vacate your property if significant repairs are required to your property. This is called decanting, and usually only happens if the extent of the works required means that it would not be practical or safe for you to remain in your property. The only other time that this takes place is in an emergency situation (e.g. Fire or flood). We will work with you to find suitable alternative temporary accommodation for the period that any work is ongoing.

Refuse disposal and recycling:- If you need to removed bulky household items, the Council runs a chargeable service that can help. You may not leave items outside of your dwelling for longer than 7 days if using this service. Please contact the Estate Management team for more details.

Keeping pets:- NEW CLAUSE: we have added a clause that prohibits you from burying deceased pets or animals in your garden or communal land.

Parking your car or other vehicles:- When driving your vehicle, you can only access your property by way of proper roadways. You are not allowed to drive your vehicles over any other communal areas.

Communal areas:- we have given more information and guidance for tenants living in properties with communal areas. You cannot drive over communal or grass areas, prop open communal fire doors or trail extension leads or other wires/cables from your property through any communal area. It is also worth noting that the rules for smoking also apply to “vaping”.

Second homes:- This section has now been removed.

Section 5 Your rights

Not all of the rights apply to all tenancy types. Where this is the case we make it clear within the agreement.

For example introductory tenants cannot:

- Assign their tenancy unless it is part of a divorce or separation settlement
- Sublet or take in lodgers
- Transfer or exchange their property
- Make improvements and changes to their homes

Right to succession:- The laws on succession apply to all types of tenancy. They vary depending on when whether your tenancy started before or after 1st April 2012. This date used to be April 2013.

Therefore if the tenancy started after 1st April 2012 then the tenancy can only pass to your husband, wife, civil partner, or person who lives with you as if they were one of these. Prior to that, other family members who lived with you could succeed. Full details about succession are in the tenancy agreement.

Right to exchange:- This section of the agreement has been greatly expanded to provide greater clarity on the rules in relation to the Right to exchange.

You must get our written agreement before entering into an exchange, and the other tenant(s) must also obtain their landlord's written agreement to swap with you.

We can refuse permission only in certain circumstances, which are set out in Schedule 3 of the Housing Act 1985. For example we can refuse permission if:

- one of the homes would be overcrowded
- One of the homes would be too large for the new tenants
- There is legal action being taken to get possession of the home of any of the tenants involved
- The exchange would mean that you would be taking on a shorter period of tenure. You need to check the details of the person(s) with whom you are exchanging very carefully. You may also need to take your own independent legal advice.
- The exchange would mean that an adapted home or home specifically build for elderly or disabled people would have no one living there who needs such accommodation.
- One of the people wishing to exchange is in rent arrears

If we give you permission to swap your tenancy, then that permission may be subject to conditions such as that any breach of tenancy must be remedied before you leave (for example replacing any damaged items, or paying off rent arrears).

Tenants in supported housing can only exchange their tenancy with a person eligible to live in supported housing.

You take on any home you swap to in its current condition (subject to any work we identify as part of our safety checks) and will take on responsibility for any breaches of the tenancy agreement which occurred before the date of assignment to you.

We undertake gas and electrical safety checks for each exchange. You will be required to make an upfront contribution of £50 towards the cost of each check. The checks will not take place until this payment has been received and your exchange will not be agreed until the checks have been undertaken.

If you are on a flexible tenancy and exchange your home with a tenant on a secure tenancy the existing term of your flexible tenancy will continue. You will not be given a new flexible or secure tenancy.

If you are on a flexible tenancy and exchange your home with a tenant on a flexible tenancy you take on the remainder of the term under their existing flexible tenancy, which may be shorter than your original flexible tenancy term. We strongly recommend that you seek your own legal advice before exchanging.

If your tenancy began after 1 April 2012, then secure and assured tenants lose their security of tenure if exchanging with a flexible or fixed term assured shorthold tenant and exchange continues by way of a deed of assignment.

If you do exchange without our written consent we will take legal action to recover possession of your home. You will not be able to return to your original home and you will not be offered alternative housing.

You have an absolute obligation to provide full, fair and accurate disclosure of your existing tenancy rights to the proposed assignee.

You must not offer any financial inducement to another tenant to secure their agreement to or involvement in an assignment.

Right to make improvements:- NEW CLAUSE: We have added a clause requiring tenants to check with us before carrying out any improvements to see if there is asbestos at your property. If there is asbestos and it will be disturbed as part of the works, then you will need to arrange and pay for a qualified asbestos removal service to dispose of the asbestos and obtain a certificate from that service prior to your improvement works taking place.

Section 6 Our Responsibilities

We have made no significant changes to the information in this section.

Section 7 Ending your tenancy

Your rights:- NEW CLAUSE: We have added a clause relating to Pre-void checks. This clause requires you to allow officers and contractors access to the property to carry out these checks. We will give reasonable notice.

We have reduced the amount of time we are willing to remove and store valuable items left in a property after the termination date from three months to 28 days.

NEW CLAUSE: There is a new clause that states that if you give notice to quit (introductory and secure tenancies) or notice of termination (flexible tenancy) and then change your mind, you are not able to retract your notice. We may agree to offer you a new tenancy if it is within the notice period, but this would be at our discretion. *You are advised to carefully consider this before giving notice.*

NEW CLAUSE: We have added a new clause that relates to how a tenancy ends in the event of your death. There are a number of steps that your next of kin will need to take and the four week notice period will apply. The clause also sets out who may or may not be liable for any rent arrears in the event of your death.

Our rights:- regarding the ending of flexible tenancies, we have added an additional potential reason for ending a flexible tenancy at the end of the fixed term. There is a process of reviewing the tenancy at the end of the fixed term period and if a tenant fails to engage in this review process, we can terminate the tenancy accordingly.

Section 8 Using your personal information, data protection and National Fraud Initiative

We have amended this section to state that your information will be retained in line with the Data Protection Act 2018 principles. We also set out the 8 rights that you have in relation to your information namely,

- 1) The right to be informed
- 2) The right of access
- 3) The right to rectification
- 4) The right to erasure
- 5) The right to restrict processing
- 6) The right to data portability
- 7) The right to object
- 8) Rights in relation to automated decision making and profiling

A copy of our Data Protection Policy is available on request.

We have also widened the clauses around what constitutes tenancy fraud to provide more information to tenants

Section 9 Contract rights of third parties

We have made no significant changes to the information in this section.

Section 10 Future acts of Parliament

We have made no significant changes to the information in this section.

Section 11 Contacting us

We have included contact details for key housing services. Full contact details for all housing services are included within your tenant handbook.

Section 12 Definitions

We have added some more definitions to aid tenants.

Where can I see a copy of the revised tenancy agreement?

The revised tenancy agreement is available to view online at:

<http://www.eastdevon.gov.uk/tenancy-agreement-change>

A paper copy can also be provided on request.