

SUMMARY OF CHANGES

| Theme | Section in Tenancy Agreement | | Proposed Change | Reason for change |
|---------------------|------------------------------|-----------|---|--|
| | Current TA | Draft TA | | |
| Welcome Pages | Not present | Page 1 | The current TA starts with an explanation it is a legal contract and has a signature page. The proposal is to have a welcome page to introduce the tenant to BDC and provide key contact details | This change is to encourage regular contact with the housing management team. |
| Signature | Page 1 | Section 9 | Tenants currently sign the TA on the front page, we propose to move this to the end of the document, with specific clarification they have read and understood the terms. | By having the signature block at the end of the tenancy, new tenants need to check the whole document before signing as is good practice elsewhere. |
| Definitions | Not present | Page 2 | There are no defined terms within the current TA. The proposal is to have a definition page to explain some key words used within the TA | This is seen as good practice and adds clarity to the Tenant. |
| Tenancy Start Dates | Page 3 - | 2.1 | Currently tenancies always start on a Monday. We propose that tenancies start on other days of the week. | This means tenants can move in any day of the week, which makes it more flexible for them and ensures the Council does not lose any days of rental income |
| Weekly charges | Page 2 - no 2 | 2.2 | At present the TA refers to a total weekly rent inclusive of charges, we would like to insert a table which allows for a breakdown of all applicable charges | This will allow for greater clarity of charges for tenants. |
| Property details | Page 1 | 2.4, 2.6 | At the start of the TA there is the address, tenant details and start date. We are proposing to include property type, size, and add "if there are any gardens attached to the property and they are not communal these are included as part of the tenancy." | This section strengthens the wording to ensure that gardens are included as part of the tenancy and highlights the requirements to look after them. This supports enforcement action when tenants to not look after their gardens. |

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| The terms | Page 2 | Moved to within main body of TA | General terms regarding the termination and notice requirements are at the beginning of the tenancy, we propose moving this into relevant subheadings | This allows the document to flow naturally. |
| Subletting | Page 4 – 1.2 | 4.5, 4.6 | Tenants are told they are not allowed to sublet the whole of their property. The law has been updated and the proposal is to include reference to the criminal penalties for subletting. | The Housing Fraud Act 2013 criminalising subletting and tenants can face criminal prosecution if they sublet their home. |
| Lodgers | Not present | 4.7 | The new TA does allow for lodgers where permission is obtained, the suggestion is that this is requested annually. | Changes in Benefit rules mean that where a tenant is under occupying they may be liable for “bedroom tax” this is when the amount of HB or UC is reduced for each spare room. More tenants are struggling to remain in their home, and this would allow that to happen. |
| Trade or business in the property | Page 4 – 1.1 | 4.9 – 4.14 | Current TA has a blanket ban on running a business in the property. The new TA proposes to allow for this, but permission must be obtained, the activity cannot cause ASB or excessive visitors, and any relevant planning permissions, legal permissions and insurance must be obtained. | Trade or business in the property has become more prevalent over the pandemic and to allows this in a controlled and measured way allows tenants to earn an income. |
| Communal Areas | Page 5 – 3.2 | 4.22, 4.25 | The new TA explicitly states the communal areas and fire exits must be kept clear of anything like to cause an obstacle to anyone, mobility scooters must not be stored or charges in the communal areas. | This is key to ensure safe and clear access to escape routes and to reinforce health & safety requirements, fire regulations and how communal areas are used. |
| Health & Safety Consideration | Page 5 – 3.1 | 4..25. 4.26, 4.27, 4.29 | The current TA gives a list of items tenants must not tamper or interfere with in their own property and communal areas. We propose to add the following items to the list; | To reinforce health & safety requirements, fire regulations and how communal areas are used. |

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| | | | <p>Door entry and emergency alarm equipment, smoke/heater detectors, fire doors, gas/electricity/water supplies and meters.</p> <p>We also propose that all communal areas are free from obstruction, and specific prohibition on mobility scooter being in stored in a communal areas or communal gardens.</p> <p>In addition there is a proposed new requirement that smoke alarms and CO2 alarms should be tested and any malfunctions reported immediately</p> | |
| Use of gardens | Page 5 – 4.1 | 4.36, 4.37 | <p>The current TA says that gardens must be tidy, lawns cut and hedges trimmed, we would like to ask that they are kept free from vermin and pests, from accumulated rubbish, furniture and scrap metal, as well as dog faeces.</p> | This reworded section makes it clearer what tenants responsibilities are in relation to their gardens and supports enforcement action |
| Fences, hedges and boundaries | Not present | 2.5, 4.43, 4.44 | <p>In the current TA, there is no specific statement that the tenant is responsible for maintaining the fence hedge and boundary on their property. We propose to add this to the tenancy.</p> <p>In addition the new TA prohibits barriers or gates to be erected over shared access paths and that the Councils decision is final in any boundary dispute.</p> | This highlights and reinforces the tenant's responsibility for this and provides for greater enforcement action by the Council over boundary disputes. |
| Pets | Page 6 – term 7 | 4.47 – 4.55 | <p>Current TA allow for 1 dog and/or a cat without needing permission. Anything more needs written consent and where the accommodation is a sheltered flat, a tenant may take a pet with them but this cannot be replaced. The term has been rewritten to mean a tenant must seek permission to have a dog/cat or other “family pet” where the property is accessed by a communal door and if they want to have more than 1. There is also express reference to not keeping excessive numbers and causing nuisance and annoyance to others or keeping pets in unsuitable conditions</p> | This term clarifies some inconsistency in approach, and allows for great enforcement where pets cause nuisance and annoyance to neighbours or there are excessive numbers in a property. |

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| Service maintenance | Page 7 – 8.1 | 5.6 | In the current TA we do not specify that tenants must allow us to access for service maintenance. we propose to clarify this by adding that access should be granted for service maintenance purposes | This will reinforce that it's a tenants responsibility in ensuring we are able to maintain services to and within the property. |
| Emergency Access | Page 7 – 8.2 | 5.7 | There is a clause which allows the council to gain access by whatever means necessary. We propose to amend this to specify that this will be on case of an emergency, where there is a risk to the tenants health & safety or that of others | This is to ensure we can keep the property safe and access is gained in genuine emergencies. |
| Antisocial behaviour | Page 7 – 10.1 – 10.5 | 6.1 – 6.8 | This whole section has been re written to make it more fit for purpose and to reflect a number of legislative changes. | Antisocial behaviour |
| Assignment | Not present | 7.1, 7.2, 7.3 | The current TA has no reference to assignment. There is a limited set of circumstance where assignment can legally take place for example mutual exchanges and following relationship breakdowns. | Assignment |
| Notice | Not present | 8.2 | In the TA we do not provide details on where a notice may be served to the Council. We propose to add in “ any notice to the Council should be served on Bolsover District Council by sending or delivering to Bolsover District Council, The Arc, High Street, Clowne, S43 4JY | This ensures we are legally complaint and providing additional information to tenants. |
| Allocations Policy | Page 3 - 9 | removed | The existing TA says we will refuse to grant a new TA where there has been failure to comply with all been breaches of the tenancy. The Allocations Policy was amended in 2020 and sets out a number of circumstances when applicants may no longer be eligible as opposed to completed excluded | Removing this section means that any future application from a tenant or former tenant is considered in line with the current allocation policy |