

COMMUNITY & SOCIAL AFFAIRS COMMITTEE

21 JANUARY 2015

REPORT OF HEAD OF COMMUNITIES & NEIGHBOURHOODS

REVISED SECURE TENANCY AGREEMENT

1 **PURPOSE OF REPORT**

- 1.1 This report presents a revised Secure Tenancy Agreement to Members for their consideration

2.0 **RECOMMENDATIONS**

*It is recommended that:*

- 2.1 **The draft tenancy agreement attached as Appendix A of this report be agreed;**
- 2.2 **Consultation with tenants about the revised tenancy agreement be undertaken and any significant amendments required as a result of that consultation be reported back to this Committee.**
- 2.3 **If there are no significant amendments, the revised 'Tenancy Agreement' adopted and sent to all tenants in accordance with the Housing Act 1985.**

3.0 **KEY ISSUES**

- 3.1 The Council's secure tenancy agreement was last updated in 2002. It is considered good practice that social housing tenancy conditions should be updated every 2 to 3 years to encompass any changes in legislation, guidance and best practice. The current terms and conditions of tenancy continue in the main to be fit for purpose, but there are clauses which need updating and strengthening to reflect Council policies
- 3.2 In order to vary its tenancy agreement, the Council must comply with a procedure set down by the Housing Act 1985. The first step is to consult with all tenants about the proposed tenancy agreement **Appendix A**. Once that exercise has been undertaken and any amendments made, the Council has to send all of its tenants their new tenancy agreement with a notice of variation that includes the date the variation will take place.
- 3.3 Members will want to note that if a tenant does not wish to accept their new tenancy agreement, their only option is to serve the Council with four weeks' notice to end their tenancy.
- 3.4 **The Revised Secure Tenancy Agreement**
- 3.5 The Welfare, Housing & Revenue Manager in conjunction with the Legal Section, TFEC & the Tenant Service Task Group has revised the Council's secure tenancy agreement to reflect current legislation as well as considering best practice examples.

- 3.6 The draft tenancy agreement is attached at **Appendix B** for Members information and comment. The current tenancy agreement is attached at **Appendix C** for comparison.
- 3.7 The changes to the tenancy agreement have largely been made to ensure that it is clear on the obligations of both parties – the Council and its tenant(s). However, Members will note significant changes:
- **Definitions** A clear and concise list and explanation of definitions used in the secure tenancy agreement.
  - **About Your tenancy Agreement** This is an introduction to the secure tenancy agreement outlining we will not interfere with the tenancy unless the tenant breaches the any of the conditions.
  - **Tenants Rights** Whilst most of this information has previously been available in the tenant's handbook it is important that it forms part of the tenancy agreement.
  - **Section 17 False information** The tenant must give accurate information when applying for a tenancy.
  - **Section 19 Unoccupied Property** This clause points out the tenant must let the Council know if they are going away for more than 4 weeks.
  - **Section 21 Repairs** The introduction of fencing as a tenants responsibility as been added into this section
  - **Section 22 Access** This clause has been updated and made clearer than the text found in the current tenant agreement.
  - **Section 24 Anti Social Behaviour** This is a new clause which is in addition to the previous nuisance clause.
  - **Section 26 Care and Control Children** This is a new clause which strengthens the Councils ability to take action against anti social tenants.
  - **Section 27 Domestic Violence** This is a new clause which specifically refers to domestic violence.
  - **Section 36 – 42** This is a new section. The existing tenancy agreement has very little reference to the Councils rights & responsibilities

#### 4.0 **POLICY AND CORPORATE IMPLICATIONS**

- 4.1 This report details the required amendments to the Council's tenancy agreement and conditions of tenancy in order to ensure that the Council is able to effectively manage the Council's tenancies to protect tenant's individual and collective rights to quiet enjoyment in their homes.

#### 5.0 **FINANCIAL AND OTHER RESOURCE IMPLICATIONS**

- 5.1 No additional resources are required to implement the proposed changes in this report for the Council. The consultation and implementation of any changes, subject to approval will be undertaken using existing resources

**6.0 LEGAL IMPLICATIONS/POWERS**

6.1.1 There is a legal procedure set out in the Housing Act 1985 (Sections 102 to 105) which must be adhered to when the Council varies its secure tenancy agreement

The first stage is to serve a preliminary notice of variation. This informs the tenant that the landlord intends to serve a notice of variation, it specifies the proposed variation and its effect and invites the tenant to comment on the proposed variation within such time, specified in the notice, as the landlord considers reasonable.

The second stage is to serve the notice of variation. The notice of variation specifies the variation affected by it, the date on which it takes effect (at least four weeks from the date of service) and also provides such information considered necessary to inform the tenant of the nature and effect of the variation.

**7.0 COMMUNITY SAFETY**

7.1 Most Council tenants adhere to their tenancy agreement and simply want quiet enjoyment of their homes, and they also expect the Council to ensure that the environment in which they live is good. However, some tenants do behave in a way that is not acceptable to the Council or the majority of its tenants. Having a sound tenancy agreement in place is an imperative in being able take swift and effective enforcement action

**8.0 EQUALITIES**

8.1 An Equalities Impact Assessment has been completed for this project and will be sent to the check and challenge group for comment. Early reviews show no significant negative impacts have been identified.


**9.0 RISKS**

**9.1 Probability**



Very High A				
High B				
Significant C				
Low D				
Very Low E		2		

Risk No.	Description
1	Existing tenants do not adopt the new tenancy agreement and hand 4 weeks' notice.
2	Tenants request significant amendments to the new tenancy agreement

Almost Impossible F			1	
	IV Negligible	III Marginal	II Critical	I Catastrophic
				
	<b>Impact</b>			

## 10.0 CLIMATE CHANGE

10.1 There are no climate change issues directly arising from this report.

## 11.0 CONSULTATIONS

11.1 Communities & Neighbourhood Staff, TFEC & the Tenancy Service Task Group have been involved in the review and content of the updated tenancy agreement.

## 12.0 WARDS AFFECTED

12.1 All wards which contain Council properties are affected.

Contact Officer: Mark Shields

Date:

Appendices: Appendix A- Preliminary Notice of Variation  
Appendix B- Current Secure Tenancy Agreement  
Appendix C – New Secure tenancy Agreement  
Appendix D- Draft Equalities Impact Assessment