

EXECUTIVE DECISION RECORD

LEADER: COUNCILLOR MORGAN

ITEM DRAFT NEW TENANCY AGREEMENT FOR COUNCIL HOMES

The Decision

That the Leader approves the following:

1. that the draft Tenancy Agreement, attached at Appendix 1 to the report of the Head of Landlord Services, be approved for consultation in accordance with Section 103 of the Housing Act 1985;
2. that following consultation, the draft Tenancy Agreement be updated with regard to the tenant response;
3. that subject to there being no significant amendments to the draft Tenancy Agreement, the Head of Landlord Services be given delegated authority, in consultation with the Cabinet Lead Member for Public Housing, to implement the updated Tenancy Agreement;
4. that the views of the Housing Management Advisory Board be noted.

Reasons

1. To obtain approval of the content of the draft Tenancy Agreement before a legally required consultation process commences.
2. To have regard to feedback received from tenants.
3. To implement, efficiently, an updated Tenancy Agreement which clearly sets out the rights and responsibilities of the Council as a landlord, and those of its tenants.
4. To acknowledge the work undertaken by and the views of the Housing Management Advisory Board.

Other Options Considered and Rejected

None

Conflicts of Interest Declared by the Decision-Maker

None

Dispensations

None

Implementation of Decision

Unless called in under Scrutiny Committee Procedure Rule 11.7, this decision will come into effect at noon on the fifth working day after it is published.

Approved: 

Date:17.09.21

Leader of the Council

Date of Publication: 20.09.21

REPORT

Purpose of Report

To recommend to the Leader the decision set out above.

Background

The background is set out in the report submitted to informal Cabinet on 16 September 2021 and the minutes of that meeting (see Cabinet Minute 25 2021/22), attached as an appendix.

Policy Justification and Previous Decisions

As set out in the report submitted to informal Cabinet on 16 September 2021.

A Leader's Decision dated 30th July 2021 delegated all Executive functions and decision making to the Leader for a period of three months in accordance with Section 9E of the Local Government Act 2000.

Section 10.9 of Chapter 10 of the Council's Constitution requires that, where executive decisions are the responsibility of an individual member of the Cabinet, details of the decision (including any report) be published after the decision has been taken, as required by law.

Implementation Timetable including Future Decisions and Scrutiny

The report submitted to informal Cabinet on 16 September 2021 on this matter was available for pre-decision scrutiny by the Scrutiny Commission on 13 September 2021.

Unless called in under Scrutiny Committee Procedure Rule 11.7, this decision will come into effect at noon on the fifth working day after it is published.

Report Implications

The following implications have been identified for this report.

Financial Implications

As set out in the report submitted to informal Cabinet on 16 September 2021.

Risk Management

As set out in the report submitted to informal Cabinet on 16 September 2021.

Appendices:

1. Report to Informal Cabinet 16 September 2021
2. Minutes of Informal Cabinet 16 September 2021 (Minute 25)

Key Decision: Yes

Background Papers: None

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CABINET - 16TH SEPTEMBER 2021**Report of the Head of Landlord Services
Lead Member: Councillor James Poland****Part A****ITEM 7 DRAFT UPDATED TENANCY AGREEMENT FOR COUNCIL HOMES**Purpose of Report

To seek Cabinet approval of a draft updated Tenancy Agreement for introductory and secure tenants prior to notification of variation to the existing tenancy agreement being issued to the Council's tenants as part of a legally required consultation process.

Recommendations

1. That the draft Tenancy Agreement attached at Appendix 1 be approved for consultation in accordance with Section 103 of the Housing Act 1985.
2. That following consultation, the draft Tenancy Agreement be updated with regard to the tenant response, and;
3. Subject to there being no significant amendments to the draft Tenancy Agreement, the Head of Landlord Services be given delegated authority in consultation with the Lead Member for Public Housing to implement the updated Tenancy Agreement.

Reasons

1. To obtain Cabinet approval of the content of the draft Tenancy Agreement before a legally required consultation process commences.
2. To have regard to feedback received from tenants.
3. To implement, efficiently, an updated Tenancy Agreement which clearly sets out the rights and responsibilities of the Council as a landlord, and those of its tenants.

Policy Justification and Previous Decisions

The Council's existing Tenancy Agreement has not been updated in several years. It is therefore due for review.

The new Tenancy Agreement is expected to support compliance with the *Neighbourhood Standard* (Regulator of Social Housing, 2012) which states that local authority landlords must ensure...

...that tenants are made aware of their responsibilities and rights in relation to ASB.

The new Tenancy Agreement is expected to contribute positively towards the Council's Corporate Strategy 2020-24 theme "Healthy Communities". The Strategy states that:

We will continue to work with partners to make our towns and villages safer places to live, work and visit.... We are passionate about improving housing in the social and private sector and helping those in need of accommodation....

Implementation Timetable including Future Decisions and Scrutiny

Consultation with tenants is expected take place in quarter 3 of 2021/22, with implementation of the new Tenancy Agreement expected to take place in quarter 4 of 2021/22.

Report Implications

The following implications have been identified for this report.

Financial Implications

The costs relating to consultation with the Council’s tenants (including printing and mailing), and production of the new Tenancy Agreement will be met from existing Housing Revenue Account budgets.

Risk Management

The risks associated with the decision Cabinet is asked to make and proposed actions to mitigate those risks are set out in the table below.

Risk Identified	Likelihood	Impact	Overall Risk	Risk Management Actions Planned
Legal process for variation of the Tenancy Agreement for existing tenants not completed correctly leading to reputational damage and / or additional costs.	1 (remote)	3 (serious)	3 (Low)	Legal guidance to be obtained on process.
New Tenancy Agreement contains terms which are unfair or unenforceable, or does not include terms which support the Council to manage its housing stock effectively, leading to increased risk of successfully-defended possession claims.	2 (unlikely)	3 (serious)	6 (moderate)	A legal review of the draft new Tenancy Agreement has taken place, and will be repeated if any significant amendments are identified.

Crime and Disorder

The draft new Tenancy Agreement contains terms which will enhance support the Council's ability to take enforcement action to tackle anti-social behaviour (ASB), hate incidents, and domestic abuse. The Council's obligations to its tenants in respect of tackling ASB are clearly set out. It is therefore expected the new Tenancy Agreement will positively contribute toward the effective management of ASB, and consequently compliance with the Council's responsibilities under Section 17 of the Crime and Disorder Act (1998) to undertake reasonable action to improve community safety in the Borough.

Equality and Diversity

It is expected the Council will meet its responsibilities in relation to equality and diversity through the new Tenancy Agreement. A pictorial guide covering the content of the Tenancy Agreement will be produced for tenants with learning disabilities. An Equality Impact Assessment has been completed and can be found at Appendix 2.

Key Decision:	Yes
Background Papers:	None
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Part B

1. Background

- 1.1 The Tenancy Agreement is the document that defines and governs the contractual relationship between landlord and tenant. It contains the rights and obligations of both parties, which reflect statutory requirements imposed upon the landlord by acts of parliament, principally the Housing Acts 1985 [secure tenants] and 1996 [introductory tenants], and contractual requirements imposed through the agreement itself.
- 1.2 The purpose of the Tenancy Agreement is to set out clearly each party's rights and responsibilities and provides the basis for either landlord or tenant to enforce non-performance of any obligation or refusal of the exercising of any right.
- 1.3 Apart from setting out clearly statutory rights and responsibilities, the Tenancy Agreement also has to fulfil other conditions, notably the requirements the Unfair Contract Terms Act 1977.

2. Principal Changes Proposed

- 2.1 The existing Tenancy Agreement is available on the Council's website. The draft new Tenancy Agreement is attached at Appendix 1. The changes proposed through the new Tenancy Agreement are summarised below:

In general

- 2.2 While the existing Tenancy Agreement's many sections tend to be subject-based, the new Tenancy Agreement is divided into nine clear and distinct sections focusing on landlord's and tenant's rights and obligations:

- Section 1: Explanation of words used in the agreement;
- Section 2: Tenancy details;
- Section 3: General terms;
- Section 4: Tenant's rights;
- Section 5: Landlord's obligations;
- Section 6: Tenant's obligations;
- Section 7: Ending the tenancy;
- Section 8: Chargeable services schedules;
- Section 9: Declarations and signings.

Tenants' rights

- 2.4 Tenants' rights fall into two broad categories: those conferred by acts of parliament such as the Housing Acts of 1985 and 1996 and those conferred contractually by the Council under the Tenancy Agreement. The draft new Tenancy Agreement makes clear what rights are statutory and what are contractual. It also removes some 'rights' in the existing Tenancy Agreement that are either incorrect (right to assign) or inappropriate (right to join tenants groups). Rights not enjoyed by introductory tenants are made clear by the use of bold red text.

Individual changes

2.5 Other than those structural or formatting changes in the agreement, the new conditions of tenancy's changes fall into two broad categories:

- Additional clauses that do not have any equivalent in the existing agreement;
- Existing clauses re-written, clarified, expanded upon and/or strengthened.

2.6 The examples given below are not exhaustive. As stated, they reflect the principal changes.

(a) New clauses

- Section 2.7 **tenancy start date**: currently all tenancies start on a Monday and run on a weekly basis thereafter. The draft new Tenancy Agreement allows for tenancies to start on a day other than a Monday. This is intended both to give flexibility to incoming tenants in respect of their moving-in date but also to provide the opportunity for the landlord to reduce void re-let times;
- Section 5.5 **decoration**: this clause makes clear the landlord's obligation to decorate the exterior of tenants' homes and to make good internal decorations [tenant's responsibility] that are damaged in the course of any works or repairs carried out by the landlord;
- Section 5.8 **boundaries**: this clause sets out landlord's obligations in relation to boundaries and makes it very clear which boundaries the landlord will maintain;
- Section 6.1 **taking possession**: although one would argue that this is an implied term of tenancy, there is now an explicit clause requiring the tenant to take up possession of the property upon the start of the tenancy;
- Section 6.4.3 **anti-social behaviour**: the second bullet point in the list of conduct deemed to be anti-social behaviour refers to someone being present at a riot. The final bullet point in the list of activities considered to be anti-social behaviour is gang membership. This is a completely new category and makes it a breach of tenancy to belong to a gang or allow a gang member to visit the tenant's home;
- Section 6.8 **looking after your home**: bullet points 10 and 11 prohibit carrying out certain electrical works to the property. Bullet point 10 refers to works that need written consent; point 11 refers to works that are completely prohibited and where no permission will be granted in any circumstances;

- Section 6.11 **insurance**: this clause sets out clearly what the landlord's responsibilities are in respect of insurance – buildings and contents;
- Section 6.12 **health and safety**: this is a new, separate, clause and sets out clear obligations on the tenant on various subjects such as fire safety, responsibility for checking smoke detectors (including changing their batteries). The final bullet point in 6.12.3 is devoted to hoarding; and this is a completely new clause in the conditions of tenancy;
- Section 6.17 **household pests**: this new clause sets out very clearly what are landlord's and tenant's responsibilities in respect of infestations of household pests. The existing Tenancy Agreement is completely silent on this matter;
- Section 6.24 **owning or renting another property**: the new Tenancy Agreement introduces a clause on the landlord's position in respect of a tenant owning another property. A tenant must not own or rent another property in which the tenant would reasonably be expected to live in as his or her home. Similarly, the clause sets out the landlord's position if a tenant inherits a property.
- Section 8 **chargeable services**: the existing Tenancy Agreement is completely silent on what services could be chargeable if provided. The draft new Tenancy Agreement sets out a comprehensive schedule of all the types of services for which it would be legitimate to levy a service charge. Section 3.7 (General terms) sets out the landlord's position in respect of how services will be charged and may be accounted for in the future;

(b) Clarification, expansion and re-writing of existing clauses

The clauses in the new Tenancy Agreement that falls into this category are too numerous to include without exception; the following are considered to be the most important, therefore:

- Section 4 **tenant's rights**: this section is accurate and comprehensive now in that it lists separately all secure and introductory tenants' statutory rights and contractual rights. It also is very clear through the use of bold red text which [statutory] rights are not available to introductory tenants;
- Section 4.5 **right of succession**: the existing Tenancy Agreement predates the Localism Act 2012. This changed and complicated succession rights significantly. The new agreement sets out in detail succession rights both for tenants whose tenancies began before 1 April 2012 and for those whose tenancies started on or after 1 April 2012;

- Section 6.4/5/6 **anti-social behaviour and harassment**: other than completely new additions to the list as described above, these clauses provide much greater detail and clarity over conduct deemed to be anti-social behaviour and strengthen the landlord's ability to tackle anti-social behaviour through this greater detail and clarity.
- Section 6.5 **harassment**: the new Tenancy Agreement separates out anti-social behaviour from harassment, the difference between the two being, in principle, that harassment is personally, deliberately and maliciously targeted, in particular to those people protected by the Equality Act 2010. While harassment is personally targeted, behaviour covered by this section is also contained in 6.4.3 where the behaviour is not personally targeted. Again this very much strengthens the landlord's powers under the Tenancy Agreement;
- Section 6.21 **assignment**: although assignment is covered in the existing Tenancy Agreement it is listed as a 'right' whereas it is not a right: it is a power that the landlord has to grant in certain circumstances. The new Tenancy Agreement corrects that inaccuracy;
- Section 6.22 **access obligations**: although the existing Tenancy Agreement is comprehensive in its position on the tenant requiring the landlord to give access, the new agreement is much more explicit and clear in setting out the consequences of failing to give access; it also makes it clear that failure to grant access as the result of a court order or for the landlord to carry out emergency works will result in forced entry;
- Section 6.7 **domestic violence**: while the existing Tenancy Agreement lists domestic violence as an example of anti-social behaviour generally, the new agreement devotes a separate section to the subject;
- Section 6.9 **tenant's responsibility for certain repairs**: this section expands considerably on those items in the existing Tenancy Agreement that are deemed to be the tenant's responsibility to keep in good repair;
- Section 6.10 **alterations and improvements**: again, this section expands considerably on its equivalent in the existing Tenancy Agreement;
- Section 6.15 **pets and other animals**: while there is reasonably comprehensive clauses in the existing Tenancy Agreement on the keeping of pets, the new Tenancy Agreement uses a new pets policy as the governing document on tenants keeping pets. This means that only fundamental details are required in the Tenancy Agreement and that policy changes to pet ownership can be

changed without having to change the actual Tenancy Agreement;

- Section 6.18 **parking and vehicle repairs**: again, while the existing agreement is not silent over parking and vehicle repairs the new agreement strengthens and expands on existing terms.

3. Consultation

3.1 The Charnwood Housing Residents Forum, and the Housing Management Advisory Board (HMAB) have been consulted. The latter, at its meeting on 12th May 2021 identified the following actions (Minute 26):

- Head of Landlord Services to make the word 'may' more prominent on point 3.7.4.2.
- The word 'future' to be added to charges in Section 8. 3.
- The reference to household pets on page 23 of the agenda pack to be amended to show that it is in Section 6.16.

3.2 The HMAB resolved to commend the “policy” to cabinet, subject to agreed amendments being made. The amendments have been made].

3.3 Under Section 103 of the Housing Act 1985 to vary the terms of tenancy for existing tenants the Council must:

- serve a preliminary notice on the tenant:
 - informing the tenant of our intention to serve a notice of variation;
 - specifying the proposed variations and their effect; and
 - inviting the tenant to comment on the proposed variation within such time, specified in the notice, as we consider reasonable;
- consider any comments made by the tenant within the specified time;
- then serve a notice of variation on the tenant which must contain the actual variations being proposed, incorporating additional changes (if any) brought about by comments received through the preliminary notice process and the date on which the variation will take effect, that date being no less than four weeks of the date of the notice;
- include any information that we consider necessary to inform the tenant of the nature and effect of the variation.

3.4 Special consideration has been given to what happens to tenancies created after the preliminary notice has been sent out and up to the final agreement being implemented through the notice of variation. It would be easy to implement the new agreement at the same time of the preliminary notice being served; but the Council would then either run the risk of ending up with two agreements if, as a result of the preliminary notice exercise, further amendments were agreed or run the risk of being accused of having decided not to take into account tenants' comments before the

preliminary notice exercise was begun. To address this, a further exercise under S.103 will be carried out on those tenancies created during the period between starting the preliminary notice exercise and the serving of the notice of variation.

Appendices

Appendix 1 - Draft Updated Tenancy Agreement

Appendix 2 - Equality Impact Assessment



INTRODUCTORY AND SECURE TENANCY AGREEMENT

CONTENTS

Section 2 Tenancy details

13

Section 1 Explanation of words* used in this agreement

13

Section 2 Tenancy details

14

Section 3 General terms

17

3.1	Type of tenancy.....	17
3.2	Your responsibilities.....	17
3.3	Your household.....	17
3.4	Data protection.....	18
3.5	Rent.....	18
3.6	Former rent arrears and other former debts.....	19
3.7	Services.....	19
3.8	Sheltered housing.....	20
3.9	Support charge.....	20
3.10	Service of notices.....	21
3.11	Altering this agreement.....	21
3.12	Rights.....	21
3.13	Legislation.....	21
3.14	Third parties.....	22
4.13	Right to be treated equally.....	22

Section 4: Your rights

23

4.2	Right to repair.....	23
4.3	Right to take in lodgers.....	23
4.4	Right to exchange your tenancy.....	23
4.5	Right to transfer by exchange.....	24
4.6	Right of succession.....	24
4.7	Right to improve.....	25
4.8	Right to compensation for improvements.....	25
4.9	Right to buy.....	25
4.13	Right to be treated equally.....	26
4.10	Right to consultation.....	26
4.1	Tenure – your right to occupy.....	26
4.11	Right to complain.....	27
4.12	Right to alternative accommodation.....	27
4.13	Right to be treated equally.....	27

Section 5 Our obligations to you

28

5.1	Possession.....	28
5.2	Anti-social behaviour.....	28
5.3	Liability.....	28
5.4	Repairs that are our responsibility.....	28
5.5	Decoration.....	29
5.6	Transfers.....	30
5.7	Boundaries.....	30

Section 6 Your obligations to us

31

6.1	Possession.....	31
-----	-----------------	----

6.2	Rent and charges	31
6.3	Support	31
6.4	Anti-social behaviour.....	31
6.5	Harassment	33
6.6	Our employees, agents, representatives and contractors	34
6.7	Domestic violence.....	34
6.8	Looking after your home	34
6.9	Repairs and decorations that are your responsibility	36
6.10	Alterations and improvements.....	38
6.11	Insurance	39
6.12	Health and safety	39
6.13	Disposal of rubbish.....	41
6.14	Gardens and balconies.....	41
6.15	Pets and other animals.....	42
6.16	Household pests	43
6.17	Communal areas	44
6.18	Parking and vehicle repairs	44
6.19	Using your home.....	46
6.20	Sub-letting your property	47
6.21	Assignment.....	48
6.22	Co-operating with us and access	48
6.23	Overcrowding	49
6.24	Owning or renting other residential property	49
6.25	Rules	50
6.26	Costs	50
Section 7: Ending the tenancy		
52		
7.1	If you wish to end your tenancy.....	52
7.2	If we wish to end your tenancy	52
7.3	Moving out.....	53
SCHEDULE OF SERVICES		55
	Data matching	59

These conditions of tenancy (sections 1 and 3 – 7), together with the separate tenancy details and the signing page, form your tenancy agreement

Section 1 Explanation of words* used in this agreement

<p>‘Council’ ‘Landlord’ ‘We’ ‘Us’ ‘Our’</p>	<p>Charnwood Borough Council Southfield Road LOUGHBOROUGH Leicestershire LE11 2TT</p>
<p>‘Tenant’ ‘You’ ‘Your’</p>	<p>The person(s) named as tenant(s) in section 2 of this agreement.</p>
<p>‘Partner’, ‘Spouse’</p>	<p>Someone who is, or lives with you as, your husband or wife or a civil partner.</p>
<p>‘Agreement’</p>	<p>This tenancy agreement.</p>
<p>‘Premises’ ‘Property’ ‘Dwelling’ ‘Home’</p>	<p>The dwelling to which this tenancy agreement relates, including any garden. If your home is a top floor flat or maisonette, any loft space or area is not included in this tenancy.</p>
<p>‘Household’</p>	<p>‘You’ and any person living in your home including lodgers.</p>
<p>‘Communal areas’</p>	<p>Shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and footpaths leading to and from your home, and any grassed and cultivated areas, drying areas, play areas, forecourts and other shared areas forming part of the building or estate of which your home forms a part and which are owned and maintained by us.</p>
<p>‘Contractor’</p>	<p>Someone who is employed by us to do a certain job such as a repair. This may be someone from our own workforce or an independent contractor.</p>
<p>‘Neighbourhood’</p>	<p>The local area where you live.</p>
<p>‘Housing office’</p>	<p>Your housing office, normally Southfields, Southfield Road, Loughborough, Leicestershire, LE11 2TT.</p>
<p>‘Pet’</p>	<p>Any living creature that is kept by you in your home and for whose wellbeing and behaviour you are responsible.</p>
<p>‘Pest’</p>	<p>Any animal, plant or insect detrimental to humans, including (but not confined to) ants, cockroaches, bed bugs, wasps, mice, rats, beetles, fleas and pigeons.</p>
<p>‘Net rent’</p>	<p>The amount you must pay to us every week to us for the use and occupation of your home.</p>
<p>‘Services’</p>	<p>Equipment, amenities and labour (other than in respect of repairs to your home) that we provide to your home, to communal areas and to other properties owned by us and which benefits or is capable of benefiting you directly or indirectly.</p>
<p>‘Service charge’</p>	<p>The amount you must pay to us every week in addition to your net rent for the services that we provide, usually for communal facilities</p>

	and services such as cleaning, communal lighting and communal lounges.
‘Sheltered housing’	Developments of specially designated housing where the tenants are provided with a support service (usually by a mobile warden) and where they have to be over a certain age (usually state retirement age) to be able to live there.
‘Warden charge’	The amount you may have to pay every week if you are receiving the services of a mobile warden.
‘Lifeline charge’	The amount you may have to pay every week if you subscribe to our Lifeline service
‘Other charges’	Any additional amount you have to pay to us every week such as water, council tax or heating. All ‘other charges’ are listed in this tenancy agreement.
‘Total rent’	The sum total of all the charges you have to pay to us every week.

* These words may be spelt with either a capital or a lower case letter

Section 2: Tenancy details

These tenancy details and the signing page, together with the separate conditions of tenancy (sections 1 and 3 – 7), form your tenancy agreement

2.1	Name and registered address of landlord	<p>Charnwood Borough Council Southfields, Southfield Road LOUGHBOROUGH LEICESTERSHIRE LE11 2TT</p> <p>This is the address for service of notices (including notices in legal proceedings) on us. This clause gives you notice as required under section 48(1) of the Landlord and Tenant Act 1987</p>
2.2	Name(s) of tenant(s)	
		<p>If two or more persons are named as tenants, references to “you”, “your” and “the tenant” are to both or all of you. Each person has all of the rights but is subject to all of the liabilities created by this agreement. This means that you will each be liable for keeping to all the conditions of tenancy. This includes being liable to pay all sums due under this agreement and not just your own proportion. You are also responsible for any other breaches of this agreement even if you did not break them yourself</p>

2.3	Address of the dwelling to which this tenancy agreement relates – your new home		
2.4	Description of your home:	Type of property	Choose an item.
		Is this property in a designated sheltered scheme?	Choose an item.
		Number of bedrooms	Choose an item.
		Floor (if applicable)	Choose an item.
		Maximum number of people who can occupy the property	Choose an item.

2.5	Payments for your home	NET WEEKLY RENT at the start of your tenancy		£	
		Other weekly charges (e.g.), currently comprising by subject to section 3.7.2. of this tenancy agreement	Service charge (including communal cleaning)	£	
			Mobile warden charge	£	
			Water	£	
			Heating	£	
			Council tax	£	
			Lifeline charge	£	
			Contents insurance	£	
			Other (state)	£	
		TOTAL OTHER CHARGES		£	
TOTAL WEEKLY RENT		£			
2.6	First payment	Your weekly total rent is payable in advance no later than 12 noon on the Monday of each week of your tenancy. If your tenancy starts on a day other than a Monday you must make a single payment for the part-week up to the next Monday. This payment is:	£		
2.7	Tenancy start date	Click here to enter a date.			
2.8	Type of tenancy (delete the non-applicable one)	Choose an item.			

Section 3 General terms

3.1 Type of tenancy

3.1.1 If this is an **introductory tenancy** (see section 2.8) it means that for the first twelve months there are certain rights that you will not have as an introductory tenant and your security of tenure will be less than that enjoyed by a full secure tenant. These reduced rights and lesser security of tenure are shown clearly in this agreement. **On the first anniversary of the tenancy start date it will become a full secure tenancy** without a new agreement being entered into unless;

- we have started legal proceedings to obtain possession of your home and those proceedings have not come to an end, in which case this tenancy will continue as an introductory tenancy until either we take possession of the dwelling or the proceedings are finally determined in some other way; or
- we have extended this introductory tenancy for a further period of up to six months, in which case this tenancy will continue as an introductory tenancy for the period of the extension at which time it will become a secure tenancy unless we have started legal proceedings as above.

3.1.2 If we decide to extend your introductory tenancy we will give you a notice explaining why we have done this and you will have the right to request a review of our decision. We must give this notice at least eight weeks before the end of the initial twelve-month period. Details of the procedure to be followed if you wish to request a review will be set out in the notice.

3.1.3 If your tenancy is or becomes a secure tenancy you will receive the additional rights set out in this agreement. The other terms and conditions of this agreement will remain the same. As long as you occupy your home as your only or main home and you do not break any of the terms set out in this agreement you may live there for as long as you wish. However, we can require you to move out of your home under grounds 9 - 16 of schedule 2 of the Housing Act 1985 (as amended). Under these grounds we would offer you suitable alternative accommodation as a secure tenant.

3.2 Your responsibilities

As a tenant you are responsible at all times for the conduct of any person living in or visiting your home, including children.

3.3 Your household

When signing this agreement you must give us details of everyone who will be living in your home, including members of your own family. You must not allow more people to live in your home than the maximum stated in section 2.4 of this agreement. You must notify us immediately if there are any changes.

3.4 Data protection

- 3.4.1 By signing this agreement, you acknowledge that the council will hold and process any personal information (including sensitive personal data) about you that you provide or which has been or will be provided by third parties for the purposes of performing our functions as your landlord. This may include disclosure to other Charnwood Borough Council departments, our contractors carrying out work on our behalf or certain third parties (such as Leicestershire County Council and credit reference agencies) that are able to show that they are entitled to receive the information.
- 3.4.2 We will comply with the Data Protection Act 2018 and the General Data Protection Regulation when dealing with personal data. This means that your personal data will be processed in accordance with the law and no personal data will be sold to third parties. It also means that you have certain rights, including the right to see data which we hold about you. We are only allowed to refuse access in limited circumstances, for example where information may identify a third party. You have the right to challenge information and may request the erasure or correction of records which you believe to be inaccurate. For further information about how and why we may process your personal data, your data protection rights or how to contact our data protection officer, please view the council's privacy notice.
- 3.4.3 If you leave your home owing rent or any other money, we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that we may pass on contact details to the company to whom the money is owed or any agent acting on their behalf.

3.5 Rent

- 3.5.1 We will collect your total weekly rent under this agreement over 48 weeks in each financial year (starting on the first Monday in April each year) unless there are 53 Mondays in the year, in which case we will collect your total weekly rent over 49 weeks. We will tell you at the start of the year which weeks are 'non-payment' weeks. If you owe us any rent you must still pay us in the 'non-payment' weeks. For the avoidance of doubt this section applies also to all charges as set out in section 2.5.
- 3.5.2 On the first Monday in the April following the agreement start date and on each first Monday in April after that date we may increase or decrease the net rent by giving you not less than four weeks' notice in writing. The notice shall specify the net rent proposed, together with all other charges. With the exception of the first time we increase your rent after your tenancy begins the rent will not be increased within 52 weeks of the last increase.

- 3.5.3 Although the total weekly rent is normally payable weekly in advance in accordance with section 2.6, you may if we first agree in writing pay it in advance on a different frequency, for example every fortnight or calendar month.
- 3.5.4 You are responsible for making an application for housing benefit, universal credit or any equivalent allowance if you wish to claim. You are responsible under this agreement for paying the total weekly rent whether or not you are entitled to or actually receive any housing benefit or universal credit housing costs.

3.6 Former rent arrears and other former debts

If you have rent arrears or other debts from a previous tenancy you had with us you agree to pay off those arrears as part of a separate agreement and payment account.

3.7 Services

- 3.7.1 In return for providing the services set out in section 2.5 of this agreement and subject to our rights of variation contained in this section you must pay a service charge if a figure is stated in that section. Unless stated in section 2.5 as payable to us as part of your total weekly rent, you are responsible for all other outgoings on your property such as gas, electricity, water and council tax, telephone, broadband/ internet access and television.
- 3.7.2 With effect from the first Monday in April after the beginning of your tenancy we may increase or decrease your service charge (if it applies) at any time if we give you at least four weeks' notice in writing, but we will not do this more than once a year unless there is a change in the services we provide.
- 3.7.3 We may, upon giving you at least four weeks' notice in writing, withdraw existing services or introduce additional chargeable ones from the schedule attached to this agreement. We will not introduce additional services that are not included in the attached schedule without consulting you first.
- 3.7.4 We may in the future set the service charge on the basis of the proportion that we assess as being reasonably attributable to your home of the estimated total cost over a period of twelve months ('the accounting period') of providing the services. If we do, we will give you at least one month's notice that we will do this from 1 April in any year and the following additional provisions will then apply:
- The service charge accounting period will normally be 1 April to 31 March or such other period as we may adopt from time to time at our discretion.
 - At the end of each accounting period we will calculate how much we have actually spent on providing the services in that period. If we have overcharged or undercharged for them we will allow for any overpayment or underpayment in setting the new service charge for the following year;

- We will give you a certificate showing what is included in your service charge. When you receive your certificate you have the right, within six calendar months of receiving the certificate, to examine the service charge accounts, receipts and other documents relating to them and to take copies of extracts from them. We will make a small charge to cover the cost of any copying.

3.7.5 We can only make reasonable service charges and the services or work we do must be of a reasonable standard.

3.8 Designated sheltered housing

3.8.1 If the property is in a designated sheltered housing development you agree that this tenancy is granted on the understanding that:

- you cannot opt out of paying for the mobile warden service;
- staff may hold a master key which will only be used to enter your home in an emergency;
- you are willing to submit relevant personal details for the emergency central control service ('Lifeline');
- in order to avoid access problems in an emergency you will not fix additional locks or chains on the main door without our prior written permission. We shall not unreasonably withhold our permission.

3.8.2 You also agree to accept the level of support services necessary for you to stay in your home and be able to live reasonably independently. You therefore agree to sign, and act in accordance with, a support plan, which should be agreed with the mobile warden within two weeks of the beginning of this tenancy starting. The support plan gives details of the level and type of support you need. It runs for the entire course of the tenancy and is reviewed at least once a year. The support plan will help you to:

- achieve economic wellbeing;
- be healthy;
- stay safe;

3.9 Warden charge

3.9.1 There is a separate charge for receiving the warden service (referred to as 'mobile warden charge' in section 2.5 above).

3.9.2 We may vary the support charge at any time by giving you at least four weeks' notice in writing of the new charge. This will usually be done at the same time as we increase your net rent - in April each year.

3.9.3 If your need for a care or support service arises during the course of your tenancy you will be responsible for entering into a separate agreement with another agency to provide that service. You must pay the other agency directly for any service that you receive from it.

3.10 Other costs of living in the property

Unless they are listed in section 2.5 above and so payable in your total weekly rent charge, you are responsible for all costs associated with living in the property, for example council tax, gas, water and electricity.

3.11 Service of notices

3.11.1 Any notice that you need to give to us will be validly served if it is received by us at the address stated in section 2.1 above. We may if we wish nominate a different address for this purpose.

3.11.2 Any legal notice, or any other communication arising from this agreement, will be validly served on you if posted to or delivered to your home or left with a member of your household.

3.12 Altering this agreement

The terms of this agreement (other than those relating to payment of rent, service and other charges) may be varied in accordance with the procedure set out in sections 102 and 103 of the Housing Act 1985. We may change any of the terms of this agreement either by agreement between us or by giving you 28 days' written notice of the variation. Before serving such a notice we will inform you in writing of the details of the proposed change and will consider any comments you may have.

3.13 Rights

3.13.1 We grant you as part of this agreement the right in common with other persons having the same right to pass over the communal stairs, landings and other means of access for the purposes of going to and from your home.

3.13.2 We reserve the right to fix to the exterior of your home, or over or under it, wires, pipework and other structures or fittings.

3.14 Legislation

All references in this agreement to acts of parliament include references to any changes to or replacements of them.

3.15 Third parties

The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This agreement is not intended to and does not give rights to any third parties to enforce any provision contained in it.

3.16 False statement and fraud

We may take possession action against you if you (or anyone acting for you) have knowingly or recklessly making a false statement to us in order to obtain this tenancy. We are required by law to participate in the National Fraud Initiative data monitoring exercise. Data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud.

Section 4: Your rights

You have the following **statutory** rights:-

4.1 Right to repair

4.1.1 You have the right to have repairs carried out to your home under section 96 Housing Act 1985 (as amended); and the regulations made under it apply to this agreement.

4.1.2 Your right to repair means that in certain circumstances if we do not do certain urgent repairs on time you can ask for another council-approved contractor to do the work. If the second contractor does not do the work on time you may be able to claim compensation. You may contact us for more information on this.

4.2 Right to take in lodgers

You have the right to take in a lodger so long as you let us know the name of the lodger and that you do not allow your home to become overcrowded and exceed the permitted number as set out in 2.4 above. **While you are an introductory tenant you do not have the right.**

4.3 Right to exchange your tenancy

4.3.1 You have the right to exchange your tenancy with another or our tenants, a tenant of another council or a tenant of another registered provider of social housing, such as a housing association, provided that you have our written permission and the other tenant has the written permission of their landlord. The exchange will be via an assignment of each tenancy. Your right to exchange is governed by schedule 3 of the Housing Act 1985 (as amended), which states the grounds on which we can refuse to agree a mutual exchange. **While you are an introductory tenant you do not have this right.**

4.3.2 If your tenancy began on or after 1 April 2012 and you wish to exercise your right to exchange your tenancy under section 4.3.1 above and the person with whom you wish to do the exchange holds a flexible tenancy that exchange will be by assignment and you will inherit a flexible tenancy rather than the 'lifetime' secure tenancy that you hold under this agreement. We can only withhold our consent on the grounds specified in Schedule 14 to the Localism Act 2011. **While you are an introductory tenant you do not have this right.**

4.3.3 You must pay any rent arrears or put right any other breach of your tenancy before we give permission for the exchange to take place.

4.3.4 You must not ask another person to make a payment to you in connection with a tenancy exchange or make such a payment yourself.

4.4 Right to exchange by transfer

If your tenancy began before 1 April 2012 and you wish to exercise your right to exchange your tenancy under section 4.3.1 above and the person with whom you wish to do the exchange holds a flexible tenancy that exchange will be by both parties surrendering (giving up) their tenancies rather than assigning them. As a secure tenant you will be granted a new secure tenancy. **While you are an introductory tenant you do not have this right.**

4.5 Right of succession

4.5.1 Unless you are a successor yourself and provided they were living with you at the time of your death, if you die your tenancy will automatically pass to your spouse or civil partner. If your tenancy began on or after 1 April 2012, that right will be granted also to someone living with you as spouse or civil partner. This is called “succession”.

A successor is someone:

- who obtained this tenancy or a previous tenancy from us as a result of the death of a previous tenant
- who was a joint tenant but following the death of the other joint tenant is now a sole tenant
- who has obtained this tenancy otherwise than by way of a tenancy exchange (unless they were a successor in respect of another tenancy) or an order made in family or civil partnership proceedings.

4.5.2 If you do not have a spouse or civil partner and your tenancy began before 1 April 2012, then provided that you are not a successor as defined above the tenancy will pass to another member of your family as defined by section 113 of the Housing Act 1985 who has been living with you for a continuous period of at least twelve months before your death.

4.5.3 If your tenancy began on or after 1 April 2012, there is no statutory right to succeed in the circumstances set out in 4.5.2 above but we will grant a succession if all conditions set out in 4.5.2 are fulfilled. If you are living with someone as if they were your spouse or civil partner then you have the right to succeed as set out in 4.5.1 above.

4.5.4 If a joint tenant dies the tenancy will pass to the other joint tenant; and that will count as the one allowed succession.

4.5.5 If there is more than one person entitled to succeed and they cannot agree who is to do so, we will decide which person will have the tenancy.

4.5.6 If someone succeeds under 4.5.2 or 4.5.3 above to a property that is larger than their reasonable housing needs require or it is designated as

sheltered accommodation and the successor is under the minimum age to qualify to live there, we will expect them to move to more suitable and where appropriate smaller accommodation that will be offered to them. If they refuse to accept the alternative accommodation offered, we have the right to apply to court for an order for possession.

4.5.7 We cannot compel a successor who was your spouse or civil partner or, in cases where the tenancy began on or after 1 April 2012, a person living with you as your spouse or civil partner to move to accommodation more suited to their needs; but we may offer them such a move. If they request a move, we will try to help them with their request.

4.5.8 While this tenancy remains an introductory tenancy, a successor will succeed to an introductory tenancy.

4.6 Right to improve

Subject to section 6.10 below you have a general right to improve your property provided the improvement is agreed in writing by us, complies with all planning, building and environmental requirements, takes into account that there may be asbestos present (N.B. asbestos is a hazard if disturbed or in poor condition. You must not undertake intrusive works without first obtaining our written permission; and you must check with us that there is no asbestos present before starting work), does not affect your neighbours adversely and does not damage or affect the property or neighbouring properties adversely. **While you are an introductory tenant you do not have this right.**

4.7 Right to compensation for improvements

When your tenancy comes to an end you may claim compensation for certain types of improvements you have made to your home so long as they've been made after 1 April 1994. You must have had our written permission first (see section 6.10 below). You will need to be able to produce bills and receipts to support your claim. We will then work out how much compensation to pay you after allowing for wear and tear, etc. You may contact us for more information on this. **While you are an introductory tenant you do not have this right.**

4.8 Right to buy

You have the right to buy your home (outright or under shared ownership) under the Housing Act 1985 unless you live in sheltered housing or other housing excluded from this right by that legislation. **While you are an introductory tenant you do not have this right but the time spent as an introductory tenant may count towards the qualifying period.**

4.9 Right to manage

You have the right to set up a tenant management organisation and that organisation exercise its statutory right to manage in accordance with current statutory regulations

4.10 Right to consultation

You have a right to be consulted on matters that affect or are likely to affect substantially the way your home is managed or maintained.

4.11 In addition to your statutory rights as a secure or (where applicable) introductory tenant you also have the following rights as part of this tenancy agreement

4.11.1 Tenure – your right to occupy

- (a) You have a right to occupy the property peacefully. We will not interrupt or interfere with that right as long as you, your lodgers, friends, relatives, visitors and any other person living in your home, keep to the conditions of this agreement, except where:
 - access is required, subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property; or
 - we are entitled to possession at the end of the tenancy;
- (b) While you are an introductory or a secure tenant, we can only end your tenancy by obtaining and executing an order for possession. More details are given of this in section 7 below. We may also apply for a demotion order under section 82A of the Housing Act 1985 (as amended by the Anti-Social Behaviour Act 2003). If this tenancy has been demoted (which is similar to an introductory tenancy) we may ask the court to make a possession order under provisions of the Housing Act 1996. These give the court very limited powers to refuse a possession order.
- (c) We can also ask the court to make an injunction under the provisions of the Housing Act 1996 (or for any other similar order which may replace or amend it, including those powers under the Anti-Social Behaviour, Crime and Policing Act 2014). An injunction may include a power of arrest and an order excluding you from your home or other area to stop you from breaching any terms of this agreement or using your home for unlawful purposes. We may also apply for an injunction against an individual who

engages in anti-social behaviour; this could be you, a member of your household or a visitor to your home.

- (d) Your right to occupy your home is at risk if you do not keep to the terms of this agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.
- (e) You will remain an introductory tenant or a secure tenant only for so long as you occupy your home as your only or main home.

4.11.2 Right to complain

If we do not meet our responsibilities under this agreement you have the right to make a complaint using our complaints procedure. The procedure operates in accordance with the requirements of the Regulator of Social Housing or its successors as laid down from time to time. To make a complaint you should contact us by phone, letter, e-mail or in person at our offices.

4.11.3 Right to alternative accommodation

If we require you to move because we need to undertake major repairs or modernisation to your home as part of our investment programme we will offer you temporary alternative accommodation that reasonably suits your needs in terms of type, and size.. Your security of tenure of and right to return to your property will not be affected.

4.11.4 Right to information

You have the right to have information published by us about the terms of your tenancy, the right to buy, your repairing obligations and for you to have a copy of your tenancy agreement.

Section 5 Our obligations to you

5.1 Possession

We will give you possession of your home at the start of this agreement.

5.2 Anti-social behaviour

We will deal very firmly with anti-social behaviour and take all reasonable steps to investigate your complaints into alleged breaches of tenancy by others. We will take such action as we consider appropriate in cases of anti-social behaviour, harassment/hate incidents, including noise, threatening or intimidating behaviour, violence, vandalism, graffiti and pet nuisance.

5.3 Liability

By law, we must remedy any defects in your home for which we are responsible that could damage your health. You must tell us about any such defects as soon as you know about them. If you do and we fail to remedy them you have the right to apply to the courts for an order forcing us to carry out our duties.

5.4 Repairs that are our responsibility

5.4.1 We are responsible for repairs to the structure and exterior of your home including drains, gutters and outside pipes but excluding glazing if caused by accidental damage or without a crime reference number. We are responsible for the maintenance of boundaries that we own and which divide our property from land that we do not own. We will keep the installations in your home for gas, electricity and water supplies, heating and hot water, in good repair and working order. We are also responsible for basins, sinks, baths, showers (including level-access showers), lavatories and kitchen units.

5.4.2 We are not responsible for repairing anything:

- which you or someone living in or visiting your home have damaged; or
- which you have brought to or fitted in your home;
- anything for which you are responsible under clauses 6.9.1 and 6.9.2.

5.4.3 We will mark out boundaries and maintain fences, hedges and walls in line with our fencing and boundary policy, a copy of which is available on request and can be found on our website.

5.4.3 You must tell us immediately of any repair or defect that is our responsibility under this condition. We will usually make an appointment with you for our contractor to visit your home to inspect and/or undertake the work.

5.4.4 You must contact us in advance if you are unable to keep a repairs appointment we have made for you. You must do this by the end of the working day before the date of the appointment. If you do not cancel an appointment we may charge you for the inconvenience caused to us and our contractors if we/they are unable to gain access to the property at the appointed time.

5.4.5 We will take reasonable care to keep all communal areas and amenities in a condition where they can be used safely by you. This includes:

- lifts;
- laundries;
- drying rooms;
- common rooms;
- play areas;
- domestic refuse facilities
- and communally-provided equipment/installations including:
 - door entry;
 - alarm call;
 - fire alarm;
 - lighting
 - aerials

5.5 Decoration

We will decorate the exterior of your home, exterior woodwork and communal areas as necessary. If our contractors damage your decorations during the course of any works, including repairs and improvements, we may offer a decoration grant subject to the extent of damage and the existing standard of decoration. We will not guarantee a match with your existing decorations or floor coverings. If decoration work is required because you are in breach of your tenancy you will be recharged for any works carried out.

5.6 A professional service to you

At all times we will treat you with courtesy and respect.

5.7 Transfers

We will consider any application you make for a transfer to another property. Other than in the most exceptional circumstances transfer applications will be dealt with in accordance with the council's allocations policy.

5.8 Boundaries

We will use our best endeavours to tell you which boundaries to your property for which you are responsible.

5.9 Enforcement of tenancy conditions

If you breach any condition of your tenancy we will use all lawful and proportionate means to enforce them, including taking possession action, applying for an injunction or using enforcement powers available to us to tackle anti-social behaviour and harassment and domestic violence (see s.6.27).

Section 6 Your obligations to us

6.1 Possession

You must take possession of your home at the start of this agreement and live in it as your only or main home.

6.2 Rent and charges

You agree to pay the total weekly rent at the times and in the manner specified in section 2.6.

6.3 Support

You agree to comply with your obligations regarding support which are set out in section 3.8 of this agreement.

6.4 Anti-social behaviour

6.4.1 As a tenant you are responsible at all times for the conduct of your friends, relatives and any other person living in or visiting your home, including children. Any breach of this agreement by them will be treated as a breach by you.

6.4.2 You, your children, friends, relatives, visitors and any other person living in your home must not:

- do anything that causes or is likely to cause a nuisance, annoyance, harassment, alarm or distress to any other person living, visiting or working in the neighbourhood;
- cause damage to property belonging to us or other people or organisations in the neighbourhood;
- commit any criminal offence in or in the locality of your home;
- use your home for any criminal, immoral or illegal purpose;
- keep any firearm, shotgun or any item made for use as a weapon in your home without the necessary certification required by law or keep in your home any item adapted for use as a weapon;
- You must also request written permission from us to keep these items.

6.4.3 Conduct for which we can take legal action against you for breach of tenancy includes but is not limited to:

- using or threatening violence;
- being present at the scene of a riot;
- intimidating behaviour and abusive language including persistent arguing;
- action or behaviour, including (but not restricted to):
 - verbal abuse;
 - intimidatory remarks or language;
 - abusive letters or telephone calls;
 - written or printed material;
 - graffiti;
 - text-messages and e-mails,
 - posts on social networks such as Facebook

on any subject covered in 6.5.1 below, **whether personally or generally directed;**

- noise that is unreasonable and intrusive or disturbing to neighbours, including loud music, television, radio, DIY and noise outside your home e.g. car stereos, shouting and parties, etc.
- not keeping your children's behaviour or visiting children's behaviour under control;
- persistently banging and slamming doors;
- deliberately damaging and/or vandalising property;
- criminal convictions for offences committed in your home or neighbourhood, including theft, offences against the person, affray, sexual offences and fraud;
- drug misuse that causes a nuisance to neighbours;
- drug-dealing, possession, cultivation or production;
- engaging in behaviour including (but not limited to) verbal abuse, criminal damage, damage to council landscaping/property or more serious nuisance;
- dumping rubbish anywhere other than on a civic amenity site or at a facility designated for this purpose;
- graffiti and other markings;
- not keeping your pets under control and allowing dogs to bark persistently or foul communal areas;

- breaking shared security e.g. letting strangers into communal blocks and jamming communal entry doors open;
- persistently repairing motor vehicles;
- inciting or encouraging any other person to do any of the above; and
- voluntary membership of a gang or allowing a member of a gang to visit the property. When we refer to a “gang” we mean the definition applied by the Metropolitan Police as amended from time to time, which is a *“group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or demonstrate status) which is causing significant harm to the community and/or is of cross-border concern”*.

6.5 Harassment

6.5.1 You, your children, friends, relatives, visitors and any other person living in your home must not harass anyone in your home or in the neighbourhood because of, for example, their race, colour, appearance, religion or belief, ethnic or national origin, sex, transgender identity, disabilities, age, sexual orientation, pregnancy, their medical or marital status, or any other perceived difference. This includes such conduct towards our staff or contractors. Harassment or ‘hate crime’ is a criminal offence.

6.5.2 Conduct for which we can take legal action against you for breach of tenancy includes but is not limited to:

- intimidation;
- violence or threats of violence towards the person, their children, family members and pets;
- verbal, written or internet/social networking-based abuse or insults;
- damaging or threatening to damage property belonging to another person, including damage to any part of their home;
- writing threatening, abusive or insulting graffiti or posting offensive material or objects to someone’s home;
- doing anything likely to interfere with a person’s peace or comfort that is personally targeted at them because of who or what they are.

6.6 Our employees, agents, representatives and contractors

6.6.1 We wish to make our service accessible and responsive to all tenants. We will not tolerate threatening or intimidating behaviour, harassment, physical violence, verbal abuse or aggression towards anyone, including our officers, agents and contractors, wherever this takes place. We **will** take legal action against you if you breach this condition. This applies to you, people who live with you (including your children) and people who are visiting you and their children.

6.6.2 You must treat our staff, agents, representatives and contractors and anyone acting on our behalf with courtesy and respect and you must not make offensive comments to them. We will support these people if they refuse to interview, visit, or speak to you on the telephone. We may also refuse you entry to our offices.

6.7 Domestic violence

You must not use, attempt or threaten to use violence or abuse, whether physical, emotional, sexual, mental or economic, against any other person (including children) living with you or within an intimate and/or family relationship. If you do and that person and/or their children have to leave your home because of your conduct we may take steps to evict you from your home.

6.8 Looking after your home

6.8.1 **You must look after your home, which includes all external as well as internal areas.** You, your children, friends, relatives, visitors and any other person living in your home **must**:

- not cause damage to your home, to our property or to the property of your neighbours;
- not neglect your home or let it fall into disrepair;
- keep the inside of your home clean and in good decorative order. If we have to arrange to clean your home because of your own actions or neglect we will recharge you for the cost of doing this;
- ensure that the inside of your home is not cluttered to a level that obstructs access in and out of it, restricts movement within it or creates a fire safety risk;
- keep the outside of your home, including (but not limited to) gardens, fences and hedges for which you are responsible for maintaining, sheds and garages, in a clean, tidy and safe condition at all times;

- take reasonable precautions to prevent water pipes bursting through frost or the property being damaged by fire;
- keep your home secure at all times using all security locks where provided;
- keep your windows clean unless you pay for this through a service charge, in which case it will be listed in section 2.5 above;
- not cause damage to any of our fixtures and fittings, including glass, inside your home or in communal areas, deliberately or through misuse or negligence;
- not run any electrical cabling as spurs to or from the dwelling connecting with outside structures such as sheds, garages, summerhouses or other attached or detached outbuildings without written consent;
- other than portable equipment (e.g. garden or pressure-washing machinery) on a temporary basis, not run any electrical appliances, including lighting, from extension leads connected to the existing ring main in conjunction with or without the use of a residual current device (RCD);
- request and obtain permission to use any scooter storage facilities provided before acquiring a scooter;
- provide **safe** storage and recharging facilities for motorised wheelchairs/scooters that belong to you. In sheltered housing we may provide storage and recharging facilities for electric wheelchairs/scooters. It will remain your responsibility to ensure that they are safe and secure within that designated area;
- request and have obtained written permission from us prior to carrying out any repairs that are our responsibility under section 5.4 of this agreement; this includes external and internal communal area decorations.

6.8.2 If you live in a flat or maisonette other than on the ground floor and are not planning to install appropriate floor coverings such as carpet and underlay in living rooms, bedrooms, hallways, stairs and landings; and vinyl or linoleum in kitchens, bathrooms and lavatories you must seek our permission first before installing any other type of covering such as laminate flooring

6.8.3 You must report any repairs that are our responsibility without delay and as soon as you are aware of them. **This includes repairs such as blocked drains, water leaks, structural defects and problems with water, gas electricity and fire appliances.** You must not prevent our staff or contractors from carrying out the required work and you must cooperate in making appointments for them to attend your home.

6.8.4 You are responsible for repairing any damage to your home that is caused deliberately or negligently by you, your children, friends, relatives, visitors and any other person living in your home. You will also have to pay for the cost of repairing any damage to other property or to the communal areas which is caused deliberately or negligently by you, your children, friends, relatives, visitors and any other person living in your home. In the absence of a police crime number you are responsible for the repair and replacement of all broken windows in your home.

6.8.5 You are responsible for repairing any damage to your home that is caused deliberately or negligently by your own possessions, fixtures and fittings. You will also have to pay for the cost of repairing any damage to other property or to the communal areas which is caused deliberately or negligently by your own possessions, fixtures and fittings.

6.8.6 If we consider that repair or replacement of such damage is necessary:

- You may arrange for the repair or replacement to be carried out by a suitably qualified person, at your own expense, within an agreed period of time and to our satisfaction.
- If you fail to do so, we may carry out the repair or replacement and charge you for the cost of the works, plus a reasonable administration fee and VAT.

6.9 Repairs and decorations that are your responsibility

6.9.1 You are responsible for keeping your home clean and in a good state of decoration, and for renewing or replacing the following items, unless they are our responsibility under sections 5.4 and 5.5 above:

N.B. Asbestos may be present in your home. Asbestos is a hazard if disturbed or in poor condition. You must not undertake intrusive works without first obtaining our written permission; and you must check with us that there is no asbestos present before starting work.

- Door locks, keys and fobs including suited keys (fobs, communal and suited keys are only obtainable from us at our offices. This does not apply if your door opens on to our enclosed communal area as it is likely to be a fire door; and you must not interfere with the door as this may compromise its fire-resisting properties.
- Door furniture;
- Cupboard latches;
- Light pull cords that aren't attached to the electricity supply;
- Waste bins;

- Internal decoration;
- Lavatory seats and lavatory roll holders;
- Shower hoses and spray heads that are not part of the fixed plumbing system;
- Plugs and chains to sinks, wash handbasins and baths;
- Internal doors;
- Architraves [the moulded trim around door frames];
- Skirting boards, pelmets and curtain battens;
- Shelving;
- Coat rails and hooks;
- Glazed wall tiles;
- Door bells;
- Broken windows and front/back door glass caused by accidental damage or without a crime reference number (such glazing to be replaced must meet any legal or regulatory/British Standard requirements);
- Smoke alarm batteries;
- Washing lines and rotary driers unless communal;
- Fences and hedges that divide your property with a next-door-neighbour's and which have been identified as yours to maintain under our fencing and boundary policy, a copy of which is available on request and can be found on our website.

6.9.2 In addition you are also responsible for:

- clearing blocked wastes to sinks, baths, showers and wash handbasins;
- plumbing-in to washing machines and dishwashers;
- easing of doors to fit carpets;
- minor pre-decorative repairs to plaster cracks in walls;
- minor repairs to kitchen units, e.g. tightening screws to and adjusting drawers and cupboard doors;

- re-setting time clocks;
- bleeding radiators;
- other fixtures and fittings, and any alterations or improvements you have made.

6.9.3 We may at your request and at our discretion carry out repairs for which you are responsible if you and your household are not able to do so or arrange the work because of your age or a disability or other special reason. If so, we will charge you for the cost of the work, plus a reasonable administration fee and VAT. We will tell you how much this work is going to cost before doing it.

6.10 Alterations and improvements

6.10.1 **You do not have the right to alter or improve your home in any way unless and until this tenancy is or has become a full secure tenancy.**

If this tenancy is or does become a secure tenancy you must not make any alteration, improvement or addition to your home or its fixtures, fittings and outbuildings without first obtaining our written permission. We will not unreasonably withhold our permission but we may attach conditions, including a condition that you return your home to its original state before the end of your tenancy. This also includes adaptations to your property because of a disability you may have.

6.10.2 As well as obtaining our permission you must apply for and obtain any planning, building control and other permissions that are needed. These are not covered by our written permission as landlord and are given separately by the planning department. We may withdraw any permission granted under this agreement to alter, improve or add to your home if other permissions are not obtained or if works are carried out otherwise than in accordance with those permissions.

6.10.3 You must be aware, when carrying out any permitted improvements, that there may be asbestos present in your home, and that asbestos is a hazard if disturbed or in poor condition. You must not undertake intrusive works without first obtaining our written permission; and you must check with us that there is no asbestos present before starting work.

6.10.4 You must not alter or decorate the outside of your home in any way without our written permission. For example, you must not fix a security grille to your external windows or doors or put up a satellite dish, aerial or other radio or telecommunications equipment to the exterior of your home. You must not erect or alter anything else including garages, sheds, greenhouses, pigeon lofts, parking spaces, driveways and walls without our written permission.

6.10.5 Any alteration, improvement or addition carried out must be undertaken by a suitably qualified person. In the case of electrical work, this means an NICEIC or NAPPIT-registered and qualified electrician, and in the

case of gas work, this means a Gas Safe Register (formerly CORGI) registered gas engineer. You must supply us with a valid certificate in respect of gas or electrical work carried out.

- 6.10.6 We have the right to inspect any work that you have carried out.
- 6.10.7 You are liable for any damage caused to your home or adjoining property or its fixtures and fittings resulting from any improvements, alterations or additions that you make. Any work necessary to repair damage caused to your home or any adjoining property resulting from improvements, alterations or additions you have made must be carried out to our reasonable satisfaction. If it is not, we may carry out the work required and if we do we are entitled to charge you for the cost of the work, plus a reasonable administration fee and VAT.
- 6.10.8 If you carry out any alteration or improvement which needs to be removed and reinstated in order for us to fulfil our own repairing obligations you will be responsible for the cost of removal and reinstatement and any consequential damage caused to the property in doing this.
- 6.10.9 Any approved alterations and improvements automatically become our property when your tenancy ends (except for satellite dishes and television/FM aerials) unless we ask you to remove them in accordance with section 6.10.1.
- 6.10.10 If you make any improvements or alterations without our permission or if you fail to remove any improvements or alterations when required to do so, you agree that we may remove them at that time or when your tenancy ends; and, if we do, may charge you for the cost of the work, plus a reasonable administration fee and VAT.

6.11 Insurance

- 6.11.1 You must arrange your own insurance for an alteration, improvement or addition to your home made by you and for any fixtures or fittings left by a previous tenant and accepted by you as part of the tenancy.
- 6.11.2 We insure the structure of your home. You are responsible for insuring the contents and insuring against personal liability. You can be liable for damage to your home or injury caused to another person and you should make sure that you have adequate insurance against such risks.

6.12 Health and safety

- 6.12.1 You must not do anything in your home or the locality that could cause a danger to others living in your home or neighbourhood. This includes allowing anyone into the shared areas of a building unless you know that they have a right to be there.

6.12.2 If we have fitted a smoke or carbon monoxide detector in your home you must:

- check it regularly by pushing the test button;
- replace its battery at least once a year if it [smoke or carbon monoxide detector] is not hard-wired into the mains electricity supply;
- if you live in sheltered accommodation, report any defect to your scheme manager;

If you fit your own smoke or carbon monoxide detector, you must ensure it conforms to the relevant British Safety Standard and contains the British Standard kite mark (or any replacement safety standard).

6.12.3 You must not store anything at your home that is dangerous or may become dangerous or might cause fire, flood or other damage to your home or other properties in the neighbourhood. In particular, you must not:

- use portable/free-standing oil, paraffin or liquid petroleum gas (LPG) heaters without our prior written permission;
- store inflammable materials, liquids or gases in your home or on our property or land other than such as may be reasonably required for normal domestic or medical use, or in a manner that contravenes manufacturer's instructions or advice or legal regulations on use and storage;
- store dangerous or offensive substances in communal areas;
- alter or tamper with the electricity or gas supply, including door entry, fire alarm or alarm call equipment;
- obstruct or block any air vents serving the gas supply to or gas appliances in the home or communal parts;
- tamper with any equipment for detecting or putting out fires;
- store or hoard excessive amounts of personal possessions or fail to dispose of rubbish inside your home so that your home becomes a risk to your health and that of others, an obstruction that delays or prevents our ability to fulfil our obligations to keep your property in good repair as set out in sections 5.4 and 5.5 above or a fire risk;
- do anything or neglect to do something within your home or the communal areas where you live that creates a fire risk or fail to act upon our reasonable advice for you to do something in order to reduce the risk of fire in or around your home or to stop doing something that is creating a fire risk.

6.12.4 You must co-operate and comply with any measures taken to protect the security of your home and adjacent properties. This includes the requirement to keep all external doors closed at all times. You must comply with instructions on how to use alarm call systems.

6.13 Disposal of rubbish

6.13.1 You must:

- dispose of all household rubbish in a safe and hygienic manner and only in designated, provided bins;
- dispose safely and hygienically any hazardous waste, including syringes, nappies, sanitary towels and incontinence pads and do so in designated areas only;

6.13.2 You must not:

- leave syringes or needles in any area where others, particularly children, might come into contact with them;
- throw anything out of windows or off balconies;
- cause drains or wastes to become blocked as a result of putting inappropriate items down them such as oils and fats, disposable nappies, “wet wipes” or equivalent, and anything bulky and/or not bio-degradable.

6.14 Gardens and balconies

6.14.1 You must:

- keep your garden and balcony areas (if any) tidy and free from rubbish and obstruction. This includes boundary markings;
- ask for our written permission before you plant trees, large shrubs or hedges in your garden. You will become responsible for any future works and costs associated with any trees or large shrubs you plant;
- unless agreed otherwise in writing in relation to particular trees in your garden, at your own expense ensure that any trees or bushes in your garden are kept to a manageable height and spread and do not cause nuisance or damage to your neighbours or their or our property through, for example, root damage.

6.14.2

You must not:

- use any garden or balcony to store rubbish or scrap;
- do anything on the balcony, in the garden or outside areas that is likely to cause a nuisance to other people such as allowing water to escape, lighting fires or throwing items;
- allow children onto balconies, or any other area which could prove dangerous, without responsible adult supervision;
- construct a pond without our written permission or carry out any work to your garden without our written permission that requires excavation or installing a water or electricity supply;
- cut down or uproot any trees or remove, alter, replace or plant any hedge or fence at your home without first getting our written permission.

6.15

Pets and other animals

6.15.1

Pet ownership is governed by our pets policy, a copy of which is available upon request and can be found on our website, the principal conditions of which are as follows:

- You must ask for and get our written permission before keeping any pet in your home;
- Permission is not required for you to have a registered assistance (e.g. guide) dog; but you must tell us;
- In sheltered accommodation we will normally refuse permission for you to keep a dog or a cat unless you can get in and out of your home without passing through any internal communal area;
- We will refuse permission for you to keep a dog that is of a breed prohibited by the Dangerous Dogs Act 1991 (or any cross-breeds involving one or more of those breeds) or any similar legislation, or any other wild, dangerous, venomous or poisonous creature or any animals covered by the Dangerous Wild Animals Act 1976 or if you request to keep livestock other than chickens.

6.15.2

If permission is given, you must:

- keep dogs on a lead in communal areas and on our land;
- keep dogs restrained when our employees, contractors or agents are visiting you;
- clean up after your dog or cat by removing and disposing of faeces hygienically, using dog bins if provided;

- keep pets in appropriate enclosures, which are adequate for their needs and from which they cannot escape.

6.15.3 If permission is given, you must not:

- allow a dog to become distressed, causing it to bark and cause a nuisance to your neighbours, through, for example, being left alone in the property;
- cause a nuisance by breeding any animals or birds at your home or breed commercially;
- allow any pet you keep at your home to cause a nuisance or danger to anyone in the neighbourhood or anyone visiting your property;
- leave a pet unattended or unrestrained in a communal area outside or inside;
- neglect or abuse your pet;
- allow pets to foul the communal areas around your home or footpaths or play areas in the neighbourhood;
- allow your property to become hazardous to health through pet ownership;

6.15.4 If in our reasonable opinion there has been a breach of the terms set out in sections 6.15.1 to 6.15.3 above, or if we consider that your pet has caused damage to your home, other property or a nuisance or annoyance to anyone in the neighbourhood we may give you notice withdrawing our permission and ask you to remove it from your home. You must do this within the time stated in the notice. If you fail to do so we may take legal action against you for breach of tenancy.

6.16 Household pests

6.16.1 We will arrange for treatment to be carried out where infestations of pests occur in communal areas of blocks of flats or sheltered schemes.

6.16.2 Other than any requirements that might be imposed on us through the Prevention of Damage By Pests Act 1949 regarding rats and mice, you are responsible for getting rid of infestations in your home and, where necessary, for paying for a contractor to get rid of them. If you fail to do this, we may arrange for the necessary work to be done and if we do may charge you for the cost of the work, plus a reasonable administration fee and VAT.

6.16.3 You must not feed pigeons, squirrels and other vermin either at your home or in communal areas.

6.17 Communal areas

- 6.17.1 You must not place or store any items in communal areas and communal balconies. You must keep them free from rubbish and obstructions such as bicycles, mopeds, wheelie bins, prams/pushchairs, furniture or wheelchairs including motorised versions. If you break this condition we may charge you for the cost of removing and storing or disposing of the item(s) plus a reasonable administration fee and VAT.
- 6.17.2 You must keep internal communal areas, including bin stores, entrances, fire exits, lobbies, stairs and landings clear and free from rubbish and obstructions.
- 6.17.3 You must cooperate with your neighbours in keeping communal areas and communal balconies clean and tidy in between cyclical cleaning service visits, if these are provided.
- 6.17.4 You must keep external communal areas, passages, landscaped areas and footpaths clear and free from rubbish and obstructions.
- 6.17.5 You may place a small area of carpeting or a mat immediately outside your front door but any carpeting or mats you place in communal areas must be certified non-slip. We reserve the right to ask you to remove anything of this nature in communal areas that we believe could be classified as a trip, fire, or other hazard or as impeding our employees, agents or contractors carrying out their lawful or contractual work. If you fail to remove such items after having been given reasonable notice we may remove and dispose of the items ourselves.
- 6.17.6 You must not erect or install any washing lines (other than rotary lines) in any areas other than those that you have exclusive use of and access to;
- 6.17.7 You must not install any CCTV cameras (live or dummy) in or on any internal or external part of the building or communal area.

6.18 Parking and vehicle repairs

- 6.18.1 You are responsible for:
- any vehicle parked at your home, elsewhere on our land or in the neighbourhood wherever and however it is parked;
 - the contents of your vehicles when parked on our land or surrounding area;
 - any injury or damage caused by the presence of your vehicles.
- 6.18.2 You must not:

- park any motor vehicle at your home or any communal areas other than a private car, motorbike or other equivalent vehicle;
- park caravans, boats, trailers, lorries or any other business vehicles at your home or any communal areas without first obtaining our written permission;
- park any vehicle which is uninsured, is not roadworthy or is not displaying a current road fund licence at your home (other than in an integral garage) or on any communal parking areas;
- park on any forecourt, including block and estate entrances and garage areas, unless designated for this purpose or on any grassed areas or areas marked with yellow lines and/or boxes;
- park in a way that might cause an obstruction to other properties, dropped kerbs or disabled accesses;
- park in designated turning areas;
- park in a way which might obstruct access for emergency vehicles, other vehicles, road users and pedestrians;
- park a vehicle within the boundaries of your home (otherwise than in a garage) unless there is a dropped kerb access from the public highway and a hard standing which has been constructed to our specification and satisfaction, and with our written permission;
- drive across a grassed area, verge or pavement, without first obtaining written permission from us and from the highway authority;
- keep mobility scooters in communal areas such as entrances, passages, landings, stairways and any other internal areas used by tenants;
- use communal electricity supplies, other than designated charging points, to charge batteries for mobility scooters, electric cars or any other private electrical device;
- keep motorbikes or mopeds inside your home or in communal areas such as entrances, passages, landings, stairways, any other internal areas used by tenants and in any external sheds or stores (except garages) that are physically attached to your home or the block that contains it.

6.18.3

You agree that we may remove any vehicles that we reasonably consider to have been abandoned, any vehicles parked in unauthorised areas (including internal communal areas) and any vehicles that we consider to be unroadworthy or dangerous. We may also remove any vehicle parts that are left on land belonging to us. If we have to do this and you are

responsible for the vehicle or parts, we may charge you for the cost of removing and storing or disposing of it plus a reasonable administration fee and VAT.

6.18.4 You must not:

- carry out repairs to a vehicle that is not owned by you or a member of your household;
- carry out major repairs to your own vehicles including engine changes, body part replacements and paint spraying, at your home or on any communal areas or any land belonging to us;
- dump any vehicle parts or scrap on communal areas or other land owned by us.

6.18.5 You may carry out routine maintenance such as changing tyres, plugs and oil but in doing so you must not:

- when changing oil, allow it to contaminate roadways, garage forecourts or paths;
- pour oil, fuel, or any chemical substance down drains or gullies or onto gardens.
- cause a hazard or nuisance or annoyance to neighbours or obstruction to traffic or to other road users.

6.18.6 You must remedy any damage caused to your home, communal areas, garage forecourts, roads or paths resulting from vehicle repairs and maintenance you have carried out. If you do not, we may carry out any necessary repairs and we may then charge you for the cost of the work, plus a reasonable administration fee and VAT

6.18.7 Where there is a communal car parking area you and your visitors must park only in spaces designated for your use, respect the rights of other residents to park their vehicles and ensure that the area is used by your visitors for short stays and not used for any purpose other than for visiting you. In the absence of any parking bays marked for specific individuals' or properties' use, parking spaces are provided on a 'first come, first served' basis.

6.19 Using your home

6.19.1 You (or if you hold a joint tenancy, one of you) must live in the property as your only or main home. If you are planning to be away from the property for more one month at any one time you must tell us. You must also leave your contact number or address and also the contact details of someone who can give us access to the property if required. You must also tell us when you intend returning to the property and the reason for

your absence. If you do not do all of these things we may take action to re-possess the property on the basis that you have abandoned it.

6.19.2 You must not run a business or trade from your home without first obtaining our written permission. We will not refuse permission unreasonably but we may do so if we consider that the business is likely to cause a nuisance, damage to your home or if you are intending to sell illegal or restricted goods or services.

6.19.3 If we do give permission for you to run a business from your home:

- you must ensure that you comply with any necessary legal, building regulations or planning requirements and that you are suitably insured. You must also send us copies of any legal, planning or building regulations approvals;
- you must not place or exhibit any advertisement, notice or sign visible from outside the property advertising any profession, trade or business or any goods or services.

6.19.4 If in our reasonable opinion your business causes a nuisance to other people, such as neighbours and other local residents, we may give you notice withdrawing our permission from the date stated in the notice. If we withdraw our permission and you continue to run a business from your home we may take legal action against you which could result in your being evicted from your home.

6.19.5 You must not allow any caravan, motorhome (or similar), shed, garage or outbuilding to be used as somewhere to live either by you, your family or by visitors.

6.20 Sub-letting your property

6.20.1 **While you are an introductory tenant you are not entitled to sub-let any part of your property.** You must not, when you are a secure tenant, sub-let or hand over any part of your home:

- without first obtaining our written permission, which will not be withheld unreasonably;
- at any time when you are not occupying another part of your home as your only or principal home.

6.20.2 You must not sub-let or hand over your entire property in any circumstances. If you do, you will no longer have a secure or introductory tenancy.

6.20.3 You must not give away or sell the keys to your property to another person.

6.21 Assignment

6.21.1 You must not assign (legally “pass on”) your tenancy unless we have first given you our written permission and in the following circumstances only:

- you wish to assign it to someone who would have been able to succeed to your tenancy immediately after your death as explained in section 4.5 above. Permission will only be granted if:
 - your tenancy is not a joint tenancy and you wish to assign it to someone other than the joint tenant; and
 - you are not a successor yourself to the tenancy; and
 - there are no undischarged court orders or pending legal action on the tenancy; and
 - the person to whom you wish to assign the tenancy, unless he or she is your spouse or civil partner (or, if this tenancy began on or after 1 April 2012, someone living with you as your spouse or civil partner), would not be under occupying the property had a succession to this person taken place upon your death rather than through assignment under this section; and
 - the property has, in our opinion, been adapted significantly to enable you to continue living in it and which adaptations would not be required if the person to whom you wish to assign the tenancy under this section had succeeded to the tenancy upon your death.
- this tenancy has become a secure tenancy and you are assigning it under the right to exchange;
- the assignment is made in accordance with an order of the court under one of a number of family law provisions governing both partners and children.

6.21.2 We will not unreasonably withhold our permission. We will ask you to complete a deed of assignment document before assigning your tenancy. You may contact us for more information on this.

6.21.3 If we give you our written permission to assign your tenancy you must not demand or receive any money for the purpose of encouraging the assignment to take place. If evidence comes to light that money has been exchanged for this purpose we may take legal action against you.

6.22 Co-operating with us and access

6.22.1 Our employees, agents or contractors may need to enter your home at reasonable times to inspect it or carry out repairs or other work to either your home or to neighbouring properties. We will tell you when we intend to call and normally give you at least 24 hours’ notice. You must allow access for this purpose.

- 6.22.2 If we have given notice but you do not let us in we can ask the court to make an order that you do so. We may also charge you for any legal or other costs we incur, together with a reasonable administration fee and VAT.
- 6.22.3 **If you do not give us access to carry out gas servicing (currently annually) or other inspections that we have a statutory responsibility to undertake at your home we *will* take legal action against you in order that we may fulfil our legal obligations to carry out gas servicing or other inspections we have a statutory responsibility to undertake in order to protect you and your neighbours, your home and adjoining properties.**
- 6.22.4 In the case of an emergency such as (but not limited to) a water or gas leak, electrical fault or anything that could harm you and/or your neighbours' health and safety, your property or adjoining properties we may give less than 24 hours' notice. If we cannot obtain access to your home when we need to or if you fail to abide by an order of the court to give us access to carry out gas servicing or fail to give us access to carry out any other emergency work, you agree that we may force entry to your home to carry out the work. We will make good any damage caused, including changing the locks. If the emergency has arisen as a result of your act or default, or that of a person living with or visiting you, you must pay to us the cost of making good together a reasonable administration fee and VAT.
- 6.22.5 We issue identity cards to our staff and appointed agents (e.g. contractors and sub-contractors) which they are expected to display prominently or show you before coming into your home. You should always ask to see an identity card before letting anyone into your home.

6.23 Overcrowding

You must not allow more than the number of persons shown in section 2.4 of this agreement to live in the property. The number of people living in the property is calculated as follows:

- Infants under one year of age are not counted;
- Infants and children over one but less than ten years of age count as half;
- Children over ten years of age and adults count as one.

6.24 Owning or renting other residential property

- 6.24.1 During your tenancy you must not (either solely or jointly) own or rent any other residential property that it would in our opinion be reasonable for

you to live in as your home. You must tell us if you own another residential property or have any other residential lease or tenancy.

6.24.2 If you inherit a property that would in our opinion be reasonable for you to live in as your home we may take action for breach of tenancy if you have not moved into that property within twelve months of your having inherited it we may take action for breach of tenancy if you have not sold it or begun the process of selling it within twelve months of your inheriting the property. You must give us notice to terminate your tenancy within seven days of moving into the inherited property.

6.24.3 In deciding whether you have broken these tenancy conditions above [6.24.1 and 6.24.2] we will consider:

- whether the property is fit to live in;
- whether you have acquired the property for use as a holiday home, whether it is suitable for that purpose and whether there are restrictions on occupation as a home;
- whether the property is suitable for your household, taking into account the property's size, your income and employment, any disabilities or medical problems you have and any other relevant circumstances;
- whether it would be reasonable in all circumstances for you to sell the property.

6.25 Rules

You must comply with any estate rules or similar regulations that apply to the property and with any covenants, conditions or obligations which affect it and which are binding on us as tenant or owner of it. We will inform you if any of these apply at the beginning of your tenancy.

6.26 Costs

You must pay to us any costs that we incur in taking legal action to enforce the terms of this agreement or to bring it to an end because of a breach by you of its terms.

6.27 Legal action for anti-social behaviour, harassment and domestic violence

We will take the most appropriate action for breaches of tenancy under sections 6.4, 6.5, 6.6 and 6.7 above. This will include possession action for serious offences and/or persistent breaches of tenancy under these sections. We will take possession action on mandatory grounds under s.84A of the Housing Act 1985 (as amended) for the following offences:

- Conviction for a serious offence as defined by schedule 2A of the Housing Act 1985;
- A breach of an injunction to prevent nuisance or annoyance ('IPNA');
- Breach of a criminal behaviour order;
- Closure order;
- Noise nuisance where a successful prosecution has been made under s.80(4) or 92(8) of the Environmental Protection Act 1990 as the result of a breach of an abatement notice or court order in relation to noise nuisance.

Section 7: Ending the tenancy

7.1 If you wish to end your tenancy

- 7.1.1 You can end your tenancy at any time by giving us at least 28 days'/four weeks' notice in writing, **ending on a Sunday**. In the case of joint tenants, one tenant can end the tenancy by giving us notice in this way
- 7.1.2 If you die when a sole tenant, four weeks' written notice to end the tenancy must be given by your executors. The total weekly rent will still be due until the tenancy is ended and must be paid out of your estate. If we can re-let the property before the notice period expires and your executors agree to this, we will waive any whole weeks' rent due after the new tenancy begins.
- 7.1.3 You must return all keys to the property by 12 noon on the Monday following the end of your tenancy (see 7.1.1. above). If you do not we will charge you another week's rent and will continue to charge a further week's rent every Monday until you return the keys.

7.2 If we wish to end your tenancy

- 7.2.1 If you cease to occupy your home as your only or principal home, we can end your tenancy by serving you with 28 days'/four weeks' notice to quit in writing.
- 7.2.2 If you are an introductory tenant, we can only evict you from your home by applying for, being granted and then executing a possession order granted by a court. We must first have served you with the correct notice as required by Section 128 of the Housing Act 1996. You have the right to request a review of our decision to serve the notice. If you do not request a review or we do not change our mind, we can apply to the county court for a possession order. Details of the review process will be set out in the notice.
- 7.2.3 While you are a secure tenant, we can only evict you from your home by applying for, being granted and then executing a possession order granted by a court. We must first usually have served you with the correct notice of seeking possession for one or more of the specific reasons (or "grounds") set out in the Housing Act 1985 as amended. This usually gives you four weeks to remedy your breach of tenancy. After that we can apply to the county court for a possession order.
- 7.2.4 If one of the grounds on which we seek evict you is ground 2 (anti-social behaviour or conviction for an indictable offence) we can start proceedings immediately after serving you with the notice of seeking possession. We are also entitled to ask the court to dispense with the requirement for service of a notice regardless of what ground we rely upon.

7.2.5

You may not be granted another tenancy by us if you:

- are evicted from your home following a court order made because you have broken the terms of this agreement;
- abandon your home and do not return the keys;
- owe rent on your home or a previous tenancy;
- leave your home in a poor condition and do not pay for repairs carried out by us on your behalf.

7.3

Moving out

7.3.1

Once you or we have given notice you must pay all outstanding debts due under the terms of this agreement, including rent and other charges. You must also allow us access with at least 24 hours' notice for the following:

- to carry out a pre-termination inspection of your home;
- to photograph and/or video the property in order to market it to prospective new tenants and to create a record of its condition;
- to carry out an asbestos survey if this is required;
- to carry out accompanied viewings of the property by prospective new tenants.

7.3.2

When you move out of your home you must leave it vacant, making sure no other person remains in occupation and you do not leave any pet behind. In addition your home must be in a good state of repair, free from damage and in a clean condition, which includes being free from pests, vermin and rubbish and any hazardous objects such as needles. You must leave our fixtures and fittings in a good state of repair. This also applies to inside and outside communal areas, gardens, sheds, garages and other outbuildings.

7.3.3

You must remove all your belongings. If you leave anything behind you agree that we are not responsible for loss or damage. We will remove it and will be entitled to charge you for the reasonable costs of removal and/or storage, whether the items belongs to you or any other person.

7.3.4

Provided that you can be contacted we will give you one month's notice in writing to collect the items and we will store them during that time. If however an item is perishable or to look after it would be unreasonably expensive or inconvenient we may sell or otherwise dispose of it when and how we see fit.

- 7.3.5 After one month, you agree that we will then become the owner of any items that you have not collected and may dispose of them in such manner as we decide. You must still pay to us the reasonable costs of disposal incurred by us. We are not obliged to sell anything that you leave behind but if we do, we will deduct the proceeds of sale from the costs of disposal and any other debts that you owe us (for example rent arrears). You agree that we can retain any surplus.
- 7.3.6 If you leave any animals at your home we will re-home them immediately through recognised organisations such as the RSPCA and re-charge you for reasonable costs incurred.
- 7.3.7 You must pay for any repairs or other works (including reinstatement to original condition where appropriate) that we have to carry out at the end of your tenancy that were your responsibility or were caused by a breach of this agreement.
- 7.3.8 You must return all keys, fobs and entry-call keys to us when you move out of your home. If you do not do this we may change the locks and you must pay to us the cost of doing so.
- 7.3.9 If as a result of your failure to comply with the terms of this agreement we are unable to let your home to someone else at the end of your tenancy, you must pay to us the equivalent of the rent that we would have received for the period until the property is ready to be let.

We are subject to any guidance on housing management practice issued by the Regulator of Social Housing or its successors with the approval of the secretary of state; and this tenancy is one to which that guidance applies.

Section 8: Schedule of services

In accordance with section 3.7 of this agreement this is the complete schedule of services we **MAY** provide and charge for in the future if not currently provided and charged for:

8.1 Heating and hot water

- Repairs or maintenance contracts on boilers, heat exchangers, hot water tanks, communal radiators and pipes - only where the plant is not in the control of the landlord;
- Depreciation of plant etc;
- Fees for energy-saving consultants;
- Fuel (gas, oil, electricity etc).

8.2 Common parts and communal services

- The cost of cleaning internal communal parts, including hallways, stairs, landings and internal bin stores, be that through an external contractor or direct employees;
- If directly employed, cleaners' wages, national insurance (employee's and employer's), pension (employee's and employer's contributions), PAYE including holiday relief costs and cleaning materials
- Electricity for lighting, power for vacuum cleaners etc;
- Replacement lamps;
- Window cleaning in common parts (internally/externally);
- Refuse sacks, provision, hire of refuse containers;
- Emergency lighting maintenance;
- Communal television aerials/entry-phones etc and licence fee for a communal television;
- Smoke/fire alarm equipment maintenance;
- Smoke dispersal equipment maintenance;
- Maintenance of bin stores;
- Fire fighting equipment maintenance;
- Door entry system maintenance and servicing;
- Pesticides and pest control contracts;
- Communal telephone rental;
- Maintenance of common parts, grounds and car parks;
- Gardener's wages/contractor's charge;
- Repair/maintenance of gardening tools and equipment;
- Plants for gardens, shrubs and tree lopping (including annual provision if appropriate);
- Employer's liability and third party insurances;
- Ventilation and air conditioning equipment maintenance;
- Maintenance of water softening and purification systems;
- Plant and equipment testing required by statute (see exemption);
- Cleaning of communal floor coverings;
- Insurance of furniture;
- Electricity for lighting and cooking etc in communal rooms, laundries and kitchens;

- Electricity for electric wheelchair and buggy charging points;
- Decoration of communal rooms, laundry rooms, kitchens, bathrooms and lavatories etc.

8.3 Employment costs

- Salaries of wardens/scheme managers, caretakers etc;
- Employer's pension contributions ;
- Employer's national insurance contributions;
- Council tax, water and sewerage rates on accommodation;
- Uniforms/overalls allowance;
- Gas and electricity allowances on accommodation;
- Decoration allowance on accommodation;
- Notional reasonable rental value of rent-free accommodation.

8.4 Lifts:

- Electricity;
- Repairs and maintenance contracts;
- Insurance.

8.5 Equipment and facilities:

- Provision and maintenance of refrigerators, deep freezers, water heaters, cookers and washing-up machines, laundry equipment, communal room furniture, soft furnishings and floor coverings in communal areas;
- Provision and maintenance of burglar alarms and security lighting;
- Provision and maintenance of cookers, refrigerators, washing and dishwashing machines within the dwelling if repaired and maintained by the landlord;
- Maintenance of electric wheelchair and buggy stores;
- Provision and maintenance of cleaning equipment;
- Provision and maintenance of paladins or similar communal rubbish collection and disposal systems;
- Special facilities for the disabled;
- Provision and maintenance of garden equipment, tools and machinery;
- Provision and maintenance of bedding and towels for guest rooms;
- Provision and maintenance of the warden/alarm call system.

8.6 Administration/supervision:

- Management charge (not applicable where any subsidiary company of ours carries out the work and includes such costs in its charge to us);
- Notional items such as the rent for accommodation and on depreciation.

8.7 Depreciation or sinking funds¹ for:

- Communal boilers;
- Lifts;
- Rubbish paladins;
- Mowers and other similar garden machinery;
- Carpets, curtains and other soft furnishings to common parts;
- Emergency lighting;
- Fire alarms and equipment;
- Door entry systems;
- TV aerials;
- Warden/alarm call systems;
- Office or communal furniture;
- Cleaning equipment;
- Burglar alarm systems;
- Guest room beds, floor coverings, furniture and soft furnishings.

¹ A sinking fund is an amount charged and put aside or invested for the future provision of replacement capital equipment and which is held in a separate account for the specific purpose of replacing a particular piece of equipment when it has reached the end of its useful life or is no longer economical to repair

Section 9: Declarations and signing the agreement

9.1 By signing this tenancy agreement you are making a contractual commitment to abide by the terms of the tenancy and be responsible for all breaches, even if they were committed by someone else living with you, your children or any visitors. If you lied in any way in order to get this tenancy we can apply to the court to evict you.

9.2 Tenant's/Tenants' signing section

Signed by the first or sole tenant having read the terms and conditions of this agreement, including acknowledging and accepting the keys and fobs issued and have been informed of their right to take their own independent legal advice	
Name of first or sole tenant	
Signature	
Date	

Signed by the second and joint tenant having read the terms and conditions of this agreement, including acknowledging and accepting the keys and fobs issued and have been informed of their right to take their own independent legal advice	
Name of second and joint tenant	
Signature	
Date	

9.3 Landlord's signing section

Signed on behalf of the landlord, Charnwood Borough Council	
Name of officer signing on behalf of the landlord	
Position	
Signature	

Date	
-------------	--

9.4 Keys and fobs issued

Keys (list below if location/purpose can be identified)	Quantity
Property keys	
Windows	
Other (state)	
Fobs (if applicable)	Quantity
Communal entrance door	
Other (state)	

Please note: Your home is at risk if you (or anyone acting for you) have knowingly or recklessly making a false statement to us in order to obtain this tenancy. By signing this agreement you are confirming that you have read it or had it explained to you, that you understand its terms and agree to keep them and you have been given a copy of this agreement and its accompanying conditions.

9.5 Data matching

We are under a duty to protect the public funds we spend and administer. To this end we may use the information you have provided on this form for the prevention, identification and enforcement of tenancy fraud. We may also share this information with other organisations responsible for auditing or administering public funds for these purposes.

You can get more information on this by going to <http://www.Charnwood.gov.uk/datamatchingstatement>

Charnwood Borough council

Equality impact assessment 'Knowing the needs of your customers and employees'

Background

An equality impact assessment is an improvement tool. It will assist you in ensuring that you have thought about the needs and impacts of your service/policy/function in relation to the protected characteristics. It enables a systematic approach to identifying and recording gaps and actions.

Legislation- equality duty

As a local authority that provides services to the public Charlwood Borough council has a legal responsibility to ensure that we can demonstrate having paid due regard to the need to:

- Eliminate discrimination, harassment and victimisation;
- Advance equality of opportunity;
- Foster good relations.

For the following protected characteristics:

1. Age
2. Disability
3. Gender reassignment
4. Marriage and civil partnership
5. Pregnancy and maternity
6. Race
7. Religion or belief
8. Sex
9. Sexual orientation

What is prohibited?

1. Direct discrimination
2. Indirect discrimination
3. Harassment
4. Victimisation
5. Discrimination by association
6. Discrimination by perception
7. Pregnancy and maternity discrimination
8. Discrimination arising from disability
9. Failing to make reasonable adjustments

Note: Complete the action plan as you go through the questions

Step 1 – Introductory information

Title of the document being assessed	New proposed tenancy agreement
Name of lead officer and others undertaking this assessment	Andrew Staton
Date EIA started	20/02/2020
Date EIA completed	02/08/2021

Step 2 – Overview of document being assessed:

Outline: What is the purpose of this document? (Specify aims and objectives)
<p>The Tenancy Agreement is the document that defines and governs the contractual relationship between landlord and tenant.</p> <p>The existing Tenancy Agreement has not been updated in several years. It is considered good practice for landlords to revise their tenancy agreements on a regular basis: the years of operating under one tenancy agreement will expose any shortcomings that it might have; and these can be dealt through future revisions. Changes in legislation, regulation and accepted good practice are also reasons why tenancy agreements should be revised.</p>
What specific group/s is the policy designed to affect and what is the intended change or outcome for them?
<p>The new Tenancy Agreement will be applied to all new and existing tenants of dwellings. It does not apply to leaseholders, garage or shop tenants and people housed temporarily under homelessness or homelessness prevention legislation and duties.</p>
Which groups have been consulted as part of the creation or review of the policy?
<p>Landlord services staff Housing needs team Charnwood Housing Residents Forum Housing Management Advisory Board</p>

Step 3 – What we already know and where there are gaps

<p>List any existing information/data do you have/monitor about different diverse groups in relation to this policy? Such as in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy & maternity, race, religion or belief, sex, sexual orientation etc.</p> <p>Data/information such as:</p> <ul style="list-style-type: none"> ▪ Consultation ▪ Previous equality impact assessments ▪ Demographic information ▪ Anecdotal and other evidence
--

A range of diversity information is available from our records and held in QL (our housing management system) for all those customers receiving housing management services. This includes information on age, sex, ethnicity, sexual orientation, and disability. The range of information is limited in relation to certain characteristics (e.g. sexual orientation)

What does this information / data tell you about diverse group? If you do not hold or have access to any data/information on diverse groups, what do you need to begin collating / monitoring? (Please list)

This information enables support to be directed to the most vulnerable tenants, and also shape our services to meet the needs of vulnerable people across a range of diverse groups.

Step 4 – Do we need to seek the views of others? If so, who?

In light of the answers you have given in step 2, do you need to consult specific groups to identify needs / issues? If not please explain why.

Staff in all landlord services have been consulted as have staff in the housing needs team.

The legal services team has endorsed the draft agreement as being legally sound and enforceable.

Tenants have been consulted at the Charnwood Housing Residents' Forum and Housing Management Advisory Board.

Existing tenants will be consulted in accordance with S.103 of the Housing Act 1985.

Step 5 – Assessing the impact

In light of any data/consultation/information and your own knowledge and awareness, please identify whether the policy has a positive or negative impact on the individuals or community groups (including what barriers these individuals or groups may face) who identify with any 'protected characteristics' and provide an explanation for your decision (please refer to the general duties on the front page).

		Comments
A	Age	No effects identified
B	Disability (Physical, visual, hearing, learning disabilities, mental health)	Tenants with learning difficulties could be disadvantaged through a long document that is quite legalistic in its language. Tenants who are blind or who have visual impairment might be affected adversely by an agreement that is text-based
C	Gender reassignment (Transgender)	No effects identified

D	Race	English-only version of the agreement could disadvantage those whose principal language is not English
E	Religion or belief (Includes no belief)	No effects identified
F	Sex	No effects identified
G	Sexual orientation	No effects identified
H	Other protected groups (pregnancy & maternity, marriage & civil partnership)	No effects identified
I	Other socially excluded groups (carers, low literacy, priority neighbourhoods, health inequalities, rural isolation, asylum seeker and refugee communities etc.)	Tenants with learning difficulties could be disadvantaged through a long document that is quite legalistic in its language

<p>Where there are potential barriers, negative impacts identified and/ or barriers or impacts are unknown, please outline how you propose to minimise all negative impact or discrimination.</p> <p>Please note:</p> <ul style="list-style-type: none"> a) If you have identified adverse impact or discrimination that is illegal, you are required to take action to remedy this immediately. b) Additionally, if you have identified adverse impact that is justifiable or legitimate, you will need to consider what actions can be taken to mitigate its effect on those groups of people.
See below action plan (Step 7).
Summarise your findings and give an overview as to whether the new proposed agreement will meet Charnwood Borough Council's responsibilities in relation to equality and diversity (please refer to the general duties on the front page).
It is believed that the new draft Tenancy Agreement meets the council's equality and diversity responsibilities.

Step 6- Monitoring, evaluation and review

Are there processes in place to review the findings of this assessment and make appropriate changes? In particular, how will you monitor potential barriers and any positive/ negative impact?
The Council is obliged under S.103 of the Housing Act 1985 to pay due regard to comments received. The terms of the draft new Tenancy Agreement have been certified by the council's legal services team as being legally sound and enforceable.
How will the recommendations of this assessment be built into wider planning and review processes? e.g. policy reviews, annual plans and use of performance management systems.

No recommendations have been identified in this assessment other than the future need to revise the tenancy agreement through changes in legislation, regulation or observation of the effects of the tenancy agreement and any shortcomings over a period of time following the imposition of the new agreement.

Step 7- Action plan

Please include any identified concerns/actions/problems in this action plan:
The problems etc identified should inform your service plan and, if appropriate, your consultation plan

Reference number	Action	Responsible officer	Target date
5B	In order to mitigate the potential adverse effects of the new Tenancy Agreement on people with learning difficulties it is proposed that a pictorial guide to the tenancy agreement is produced.	Landlord services manager	31 March 2023
	Braille version of the Tenancy Agreement can be produced for blind and visually-impaired tenants.	Landlord services manager	As and when required
5D	In order to mitigate the potential adverse effects of the new Tenancy Agreement on people whose first language is not English, translations into other languages will be carried out according to demand	Landlord services manager	31 March 2023
5I	In order to mitigate the potential adverse effects of the new Tenancy Agreement on people with learning difficulties it is proposed that a pictorial guide to the tenancy agreement is produced	Landlord services manager	As and when required

Step 8- Who needs to know about the outcomes of this assessment and how will they be informed?

	Who needs to know (Please tick)	How they will be informed (we have a legal duty to publish EIA's)
Employees	✓	Team meetings
Tenants	✓	Statutory consultation
Partners and stakeholders	✓	Publication on the council's website
Others	✓	Future and potential tenants through publication on the council's website.

To ensure ease of access, what other communication needs/concerns are there?		None identified.
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Step 9- Conclusion (to be completed and signed by the service head)

Please delete as appropriate
I agree with this assessment / action plan.
<p>Signed (service head):</p>  <p>Peter Oliver - Head of Landlord Services</p>
Date: 02/08/21

**INFORMAL CABINET
16TH SEPTEMBER 2021**

PRESENT: The Leader (Councillor Morgan)
The Deputy Leader (Councillor Barkley)
Councillors Bailey, Bokor, Harper-Davies, Mercer,
Poland, Rattray and Smidowicz

Councillor Seaton

Chief Executive
Strategic Director; Environmental and Corporate
Services
Head of Strategic Support
Strategic Director; Commercial Development,
Assets and Leisure
Head of Landlord Services
Head of Regulatory Services
Head of Planning and Regeneration
Head of Leisure and Culture
Head of Financial Services
Head of Customer Experience
Group Leader Plans, Policies and Place Making
Democratic Services Officer (EB)
Democratic Services Officer (LS)

APOLOGIES: Councillor Rollings

The Leader stated that this **informal** meeting would be livestreamed and recorded, and the recording subsequently made available via the Council's website. He also advised that, under the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, other people may film, record, tweet or blog from this meeting, and the use of any such images or sound recordings was not under the Council's control.

20. DISCLOSURES OF PECUNIARY AND PERSONAL INTERESTS

Councillors Bokor, Morgan and Rattray declared interests in respect of item 10 on the agenda (Loughborough BID Ballot) as Directors of Loughborough BID. They would leave the meeting during consideration of the item.

21. LEADER'S ANNOUNCEMENTS

No announcements were made.

22. MINUTES OF PREVIOUS MEETING

The minutes of the meeting held on 1st July 2021 would be submitted to the next formal meeting of the Cabinet for confirmation as a correct record.

23. QUESTIONS UNDER CABINET PROCEDURE 10.7

Mr M. Hunt – Study of Houses in Multiple Occupation

- “1. In December the Council published A study of Housing in Multiple Occupation (HMO) in Charnwood by Professor Darren Smith and Dr Andreas Culora of Loughborough University costing over £20,000 over three years, so why was this charged to the Loughborough Special Expenses when it clearly relates to the Borough as a whole and contributes to the Evidence Base of the Draft Borough Local Plan and the Borough Housing Needs Assessment?
2. Given that the first aim of the Study was “the creation of a comprehensive database identifying HMO in the Borough which can be updated as new information becomes available”, which are the contributing data sources to that database?
3. As the Study states “the database (HiMOG) provides an opportunity and baseline to annually update of the identification of HMOs and to identify the total number of bed spaces within each dwelling (i.e. total occupancy counts for each dwelling)”, is it in active use and if so why has the database never been updated?
4. Would the Council include this contract in a forthcoming internal audit?”

The following response had been published prior to the meeting:

1. *The study was commissioned in response to a recommendation from the Council’s Budget Scrutiny Panel following calls from Loughborough ward councillors to have a better understanding of HMO saturation in Loughborough in light of emerging research from Loughborough University into HMO geographies. As part of the budget setting process for the 2015/16 financial year, funding for the costs of the study was agreed by the Cabinet and Council (minute references Cabinet 84.4 2014/15 and Council 78.1.15 2014/15) in the form of a contribution towards the cost of a PhD thesis.*

While the study considered the impacts of HMOs across the whole Borough, the HiMOG database is only used in relation to planning decisions in Loughborough where an Article 4 Direction is in place. Similarly, Policy H7 in the Pre-submission Draft Local Plan only applies the threshold approach that makes use of the database to Loughborough.

The budget reports, including the allocation of this expenditure to the Loughborough Special Expenses, were prepared by the Council’s Head of Finance and Property Services and agreed by the Council’s Section 151 Officer who is responsible for the proper financial management of the Council.

2. *The HiMOG database was created in 2018 from the following datasets:*

- *HMO Licences*

- *Planning Register*
- *Student registration data*
- *Electoral Register*
- *Council Tax exemptions*
- *Information provided by local residents.*

3. *The HIMOG database is in active use and is updated.*

4. *Following the end of the project, and the handing over of the HIMOG database to the Council in 2018, there has been no contractual arrangement between the Council and Professor Smith.*

24. TENANCY POLICY 2021-2025

Considered, a report of the Head of Landlord Services setting out an updated Tenancy Policy for the period 2021-2025 (item 6 on the agenda filed with these minutes).

At the request of T. Edwardes, Chair of the Housing Management Advisory Board, the Head of Landlord Services presented verbally the views of the Board, as follows:

“The Housing Management Advisory Board considered the Tenancy Policy at its meeting on 12th May 2021. The Board heard that the policy promoted the targeted use of fixed-term tenancies to prevent anti-social behaviour, whereby prospective tenants with a history of serious ASB would be offered a fixed-term tenancy of 2 years commencing after the 12-month introductory tenancy period. If there was serious ASB then the Council could decide not to issue a new tenancy at the end of the 2-year fixed term.

The Board also heard that fixed term tenancies would be used to support the best use of housing stock, with high demand four bedroom and above and wheelchair accessible properties being offered on a 10-year fixed term tenancy in addition to the introductory tenancy period.

The Board was provided with assurances that throughout the period of fixed term tenancy, advice and support would be offered to tenants on the conduct of the tenancy and re-housing options as appropriate, that household vulnerability would be considered when making a decision not to renew a tenancy at the same address, and that each case would be considered on its own merits.

The Board was generally supportive of the policy, which was noted”.

The Head of Landlord Services assisted with consideration of the report.

RESOLVED that the following **be recommended to the Leader** for his decision:

1. that the Tenancy Policy 2021-2025, attached at Appendix 1 to the report of the Head of Landlord Services, be approved;
2. that delegated authority be given to the Head of Landlord Services, in consultation with the Cabinet Lead Member for Public Housing and the Head of

Strategic and Private Sector Housing, to make minor amendments to the Tenancy Policy 2021-2025;

3. that the views of the Housing Management Advisory Board be noted.

Reasons

1. To update the Council's policy on its approach to (amongst other things) the type of tenancies it will grant, where tenancies are granted for a fixed term, the length of those terms, and the circumstances in which it will grant tenancies of a particular type.
2. To enable minor changes to the policy to be made to support the effective management of tenancies in a way that is consistent with the Council's Scheme of Delegation.
3. To acknowledge the work undertaken by and the views of the Housing Management Advisory Board.

25. DRAFT NEW TENANCY AGREEMENT FOR COUNCIL HOMES

Considered, a report of the Head of Landlord Services setting out a draft updated Tenancy Agreement for introductory and secure tenants prior to notification of variation to the existing tenancy agreement being issued to the Council's tenants as part of a legally required consultation process (item 7 on the agenda filed with these minutes).

At the request of T. Edwardes, Chair of the Housing Management Advisory Board, the Head of Landlord Services presented verbally the views of the Board, as follows:

"The Board heard that it was good practice for landlords to update their tenancy agreement on a periodic basis to reflect current legislation, and to support a robust approach to tenancy management. This was a key document that defined the relationship between the Council and its tenants, and after full consideration the Board recommended a number of amendments, which the Chair of the Board was pleased to say had been incorporated into the final draft.

The Board was supportive of the draft new tenancy agreement, both noting and commending it to Cabinet."

The Board was thanked for its work in considering this and the previous item.

The Head of Landlord Services assisted with consideration of the report. In response to a question, he confirmed a typo on agenda page 44, first sentence of paragraph entitled *Crime and Disorder* should read "The draft new Tenancy Agreement contains terms which will enhance the Council's ability to take enforcement action to tackle anti-social behaviour (ASB), hate incidents, and domestic abuse".

RESOLVED that the following **be recommended to the Leader** for his decision:

1. that the draft Tenancy Agreement, attached at Appendix 1 to the report of the Head of Landlord Services, be approved for consultation in accordance with Section 103 of the Housing Act 1985;
2. that following consultation, the draft Tenancy Agreement be updated with regard to the tenant response;
3. that subject to there being no significant amendments to the draft Tenancy Agreement, the Head of Landlord Services be given delegated authority, in consultation with the Cabinet Lead Member for Public Housing, to implement the updated Tenancy Agreement;
4. that the views of the Housing Management Advisory Board be noted.

Reasons

1. To obtain Cabinet approval of the content of the draft Tenancy Agreement before a legally required consultation process commences.
2. To have regard to feedback received from tenants.
3. To implement, efficiently, an updated Tenancy Agreement which clearly sets out the rights and responsibilities of the Council as a landlord, and those of its tenants.
4. To acknowledge the work undertaken by and the views of the Housing Management Advisory Board.

26. CORPORATE ANTI-SOCIAL BEHAVIOUR AND HATE INCIDENT POLICY 2021-2025

Considered, a report of the Head of Landlord Services, the Head of Neighbourhood Services and the Head of Regulatory Services setting out a new Corporate Anti-Social Behaviour and Hate Incident Policy for the period 2021-2025 (item 8 on the agenda filed with these minutes).

Councillor Seaton, Chair of the Scrutiny Commission, presented a report setting out the Commission's pre-decision scrutiny of the matter and recommendation (copy filed with these minutes).

The Head of Landlord Services and the Head of Regulatory Services assisted with consideration of the report.

RESOLVED that the following **be recommended to the Leader** for his decision:

1. that the Corporate Anti-Social Behaviour and Hate Incident Policy 2021-2025, attached at Appendix 1 to the report of the Head of Landlord Services, the Head of Neighbourhood Services and the Head of Regulatory Services, be approved;

2. that delegated authority be given to the Head of Landlord Services, in consultation with the Head of Neighbourhood Services, the Head of Regulatory Services and the relevant Cabinet Lead Members, to make minor amendments to the Corporate Anti-Social Behaviour and Hate Incident Policy 2021-2025;
3. that the report of the Scrutiny Commission be noted.

Reasons

1. To set out a corporate policy on the Council's approach to managing anti-social behaviour (ASB) and hate incidents.
2. To enable minor changes to be made to support the effective management of ASB.
3. To acknowledge the work undertaken by and the views of the Scrutiny Commission.

27. CARBON NEUTRAL PLAN

Considered, a report of the Head of Planning and Regeneration setting out the Charnwood 2030 Carbon Neutral Plan and a short-term action plan (item 9 on the agenda filed with these minutes).

Councillor Seaton, Chair of the Scrutiny Commission, presented a report setting out the Commission's pre-decision scrutiny of the matter and recommendation (copy filed with these minutes).

The Head of Planning and Regeneration and the Group Leader Plans Policies and Place Making assisted with consideration of the report.

RESOLVED that the following **be recommended to the Leader** for his decision:

1. that the Charnwood Carbon Neutral Plan, contained in Appendix A to the report of the Head of Planning and Regeneration, be approved;
2. that the short-term action plan for the next three years, set out in Part B of the report of the Head of Planning and Regeneration, be approved;
3. that the Head of Planning and Regeneration, in consultation with the Cabinet Lead Member for Transformation, be given delegated authority to review and update the Carbon Neutral Plan through the Carbon Neutral Project Board.
4. that the report of the Scrutiny Commission be noted.

Reasons

1. To set out the overall direction and plan of the Council in relation to its climate change commitment to be carbon neutral by 2030.

2. To enable projects for reducing the Council's carbon footprint to be progressed.
3. To enable the plan to be kept up to date and amendments to be made as necessary to reflect changing circumstances, opportunities, and Council priorities.
4. To acknowledge the work undertaken by and the views of the Scrutiny Commission.

Having declared interests, Councillors Bokor, Morgan and Rattray left the meeting prior to the consideration of the following item.

28. LOUGHBOROUGH BID BALLOT

This item was chaired by Councillor Barkley.

Considered, a report of the Head of Leisure and Culture setting out the Loughborough Business Improvement District (BID) Renewal Proposal (item 10 on the agenda filed with these minutes).

The Head of Leisure and Culture assisted with consideration of the report.

RESOLVED that the following **be recommended to the Deputy Leader** for his decision:

1. that the BID Renewal Proposal be endorsed;
2. that the supporting information to support the BID Renewal Proposal including the BID Business plan be noted.

Reasons

1. To ensure the Cabinet is aware of the proposal and has no objection to it.
2. To enable the ballot to proceed within legal requirements.

Councillors Bokor, Morgan and Rattray returned to the meeting.

29. CAPITAL PLAN AMENDMENT REPORT

Considered, a report of the Head of Financial Services setting out proposed changes to the 2021-2023 Capital Plan and its financing (item 11 on the agenda filed with these minutes).

The Head of Financial Services assisted with consideration of the report.

RESOLVED that the following **be recommended to the Leader** for his decision:

1. that the current Capital Plan for 2021/22 - 2022/23, as amended by the changes shown in Appendix 1 to the report of the Head of Financial Services, in the budgeted sum of £59,343,800 be approved;
2. that the Disabled Facilities Grants (DFG) scheme be increased by £68.6k, in line with the Disabled Facilities Grants received from the Ministry of Housing, Communities and Local Government, the total DGF Capital budget being £2,116,900 in 2021/22;
3. that the Outwoods Country Park – Visitor Centre and Cafe scheme be reduced by £50k, the reason being the external funding will not be received towards this scheme;
4. that a virement be made of £3k from the Replacement Hardware Programme Capital Budget to Planned Buildings Improvements for the purchase of docking stations;
5. that additional decisions, taken by Officers, in relation to new S106 schemes added to the Capital Programme also included in Appendix 1 to the report be noted;
6. that amendments to the Capital Programme since 10th December 2020 Minute 64 be noted.

Reasons

1. To enable the current Capital Plan to be the basis for capital spending by the Council and so that schemes may proceed.
2. To confirm that the Disabled Facilities Grants scheme be increased which is funded by an external grant.
3. To confirm that the Outwoods Country Park – Visitor Centre and Café scheme be decreased by the external funded amount.
4. To enable the capital scheme budget to be available in 2021/22.
5. To note the new Capital Schemes as part of S106 Agreements implemented by Officers for Third Parties.
6. To note amendments to the Capital Programme since Cabinet 10th December 2020 minute 64.

30. ROTHLEY CENTRE S106 REFURBISHMENT

Considered, a report of the Strategic Director; Commercial Development, Assets and Leisure setting out a project to deliver refurbishment of Rothley Centre, a community asset within Rothley Parish, using a Section 106 contribution received from a developer and specifically allocated to this area (item 12 on the agenda filed with these minutes).

The Strategic Director; Commercial Development, Assets and Leisure assisted with consideration of the report.

RESOLVED that the following **be recommended to the Leader** for his decision:

1. that the spend of the S106 fund included in the 2021-22 Capital Plan to the Rothley Centre Project amounting to £367,600.00 be approved;
2. that the inclusion of the Rothley Centre Project into the Charnwood Borough Council Annual Procurement Plan 2021-22 be approved;
3. that authority is delegated to the Strategic Asset Manager, in consultation with the Strategic Director; Commercial Development, Assets and Leisure and the Section 151 Officer, to carry out the procurement and management of works.

Reasons

1. To ensure the timely spend of a S106 contribution intended to benefit the residents and users of the facility.
2. To ensure the scope of works procured meets the requirements of tenant (Rothley Parish Council) and delivers a sustainable community asset for the long-term benefit of the residents and visitors to the area.
3. To ensure the project is delivered in a timely and efficient manner.

31. FEASIBILITY WORK FOR NEW COUNCIL OFFICES

Considered, a report of the Strategic Director; Commercial Development, Assets and Leisure setting out a proposal to begin the exploratory works required to construct a new Council office (item 13 on the agenda filed with these minutes).

Councillor Seaton, Chair of the Scrutiny Commission, presented a report setting out the Commission's pre-decision scrutiny of the matter and recommendation (copy filed with these minutes).

The Scrutiny Commission was thanked for its pre-decision scrutiny of this matter and items earlier in the meeting.

The Strategic Director; Commercial Development, Assets and Leisure assisted with consideration of the report.

RESOLVED that the following **be recommended to the Leader** for his decision:

1. that the recommendation of Southfield Extension Car Park as a potential site for new Council offices be accepted and that approval be granted to undertake exploratory works to determine construction feasibility with a budget of up to £150,000 funded from Capital Plan Reserve;

2. that authority for the same be delegated to the Strategic Director; Commercial Development, Assets and Leisure, in consultation with the Statutory Officers, the Leader and the Deputy Leader, to undertake the works.
3. that the report of the Scrutiny Commission be noted.

Reasons

1. To understand the site's suitability for building and to determine if there are any specific conditions that should either be factored into design or scope of works.
2. To allow for the timely completion of the works such that the next phases of the project can be planned and submitted for scrutiny and approval.
3. To acknowledge the work undertaken by and the views of the Scrutiny Commission.

32. AMENDMENTS TO ANNUAL PROCUREMENT PLAN

Considered, a report of the Strategic Director; Commercial Development, Assets and Leisure setting out proposed amendments to the Annual Procurement Plan 2021/22 (item 14 on the agenda filed with these minutes).

The Strategic Director; Commercial Development, Assets and Leisure assisted with consideration of the report.

RESOLVED that the following **be recommended to the Leader** for his decision:

1. that the contracts, over £25,000 and up to £75,000 as listed in Appendix A to the report, be let in accordance with Contract Procedure Rules;
2. that the contracts, over £75,001 and up to £500,000 as listed in Appendix B to the report, be let in accordance with Contract Procedure Rules.

Reason

- 1.& 2. To allow contracts of the Council to be let in accordance with Contract Procedure Rules.

33. CUSTOMER SERVICES STRATEGY 2022-25

Considered, a report of the Head of Customer Experience setting out an updated Customer Service Strategy for the period 2022-2025, for recommendation to Council (item 15 on the agenda filed with these minutes).

The Head of Customer Experience assisted with consideration of the report.

RESOLVED that the following **be recommended to the Leader** for his decision:

that it **be recommended to Council** that the Customer Services Strategy 2022-2025, as set out in the Appendix to the report of the Head of Customer Experience, be approved.

Reason

To identify the priorities against which the Council will seek to maintain and enhance its Customer Service capabilities over the period 2022-2025.

NOTE:

This meeting was informal for the purpose of recommending decisions to the Leader or Deputy Leader.

A Leader's Decision dated 30th July 2021 delegated all Executive functions and decision making to the Leader for a period of three months in accordance with Section 9E of the Local Government Act 2000.

A Leader's Decision dated 16th September 2021 delegated all Executive functions and decision making to the Deputy Leader until 30th September 2021 in accordance with Section 9E of the Local Government Act 2000 in circumstances where the Leader in considering a matter may under the provisions of the Code of Conduct have a 'personal interest which might lead to bias', in the Leader's absence or other situations where the Leader is unable to make a decision.