

Variation of tenancy agreement – summary of proposed changes

Section	Heading	Relevant section in current agreement	Summary of proposed change
1	Definitions	N/A	New section added listing and explaining common terms used in the agreement, to avoid repetition throughout the agreement.
2 (2.1-2.5)	About Your Tenancy Agreement	1	<p>Section amended and reworded to provide a general overview of the nature of the tenancy agreement, the relevant legislation governing each type of tenancy, the importance of complying with the tenancy conditions, and the tenants responsibility for behaviour of every person in their household, and visitors.</p> <p>Also includes a new, overarching, permissions clause (2.7) setting out the Councils position in relation to any request for permission, and to avoid repetition throughout the agreement.</p>
3	Tenancy Fraud	N/A	<p>New section specifically setting out the Councils commitment to tackling tenancy fraud, and including relevant provisions in this regard, as well as advising of the criminal provisions contained within the Prevention of Social Housing Fraud Act 2013.</p> <p>3.1.1 - New clause stating Council may carry out periodic home visits, and requiring tenants to provide evidence of their identity, and of anyone living in the property on request.</p> <p>3.2 - New clause stating that tenants must not make false or misleading statements</p> <p>3.3 - Advisory section to make tenants aware of the potential legal action that can result from tenancy fraud and unlawful subletting.</p>

Variation of tenancy agreement – summary of proposed changes

4 (4.1-4.4)	Introductory Tenants	2	Section amended and reworded to explain implications and provisions specifically relating to introductory tenancies and include reference to introductory tenants right of assignment.
5 (5.1 – 5.5)	Secure Tenants	n/a	New section to explain implications and provisions specifically relating to secure tenancies, including a clause (5.4) reflecting the provisions contained within the Anti Social Behaviour, Crime and Policing Act 2014 in relation to Secure tenants who have committed certain serious crimes or anti-social behaviour.
6	Joint Tenants	3	Advisory sections added to explain the legal position and obligations in relation to joint tenancies and highlighting the position in the event of one joint tenant leaving the property.
7	Assignment, mutual exchange, sub-letting and lodgers	4	<p><u>7.1 Assignment</u></p> <p>Amended to confirm legal right of introductory tenants to assign tenancies.</p> <p><u>7.2 Mutual Exchange</u></p> <p>New clauses confirming right of mutual exchange for secure tenants, and requirements regarding permission (7.2.1), and potential legal consequences of exchanging without permission (7.2.2)</p>

Variation of tenancy agreement – summary of proposed changes

			<p><u>7.3 Subletting</u></p> <p>Advisory text added to advise of potential criminal implications of subletting.</p> <p><u>7.4 Lodgers (Secure Tenants only)</u></p> <p>Amendments made to:</p> <ul style="list-style-type: none"> • Confirm restriction on lodgers where property would become overcrowded (7.4.1) • Remove reference in previous agreement to providing specific details regarding age and gender of lodgers. • Add new clause confirming tenants responsibility for removal of lodgers (7.4.3) • Include reference in advisory section to notifying Universal Credit if taking in a lodger
8	Succession	4	<p>New section explaining succession and setting out rights of succession for different tenancies (information regarding succession was previously included in a section with Assignment, Mutual Exchange, Subletting and lodgers)</p> <p>New clause confirming express provision under tenancy agreement for additional family members to succeed to tenancy in the event that there is no surviving husband, wife or civil partner, in accordance with Section 86a (2) of the Housing Act 1985 (8.1.4 (b))</p>

Variation of tenancy agreement – summary of proposed changes

9	Rent	5	<p>Section amended to:</p> <ul style="list-style-type: none"> include specific provision for payment of Housing Related Support Charges, together with an explanation of the charge include reference to alternative payment periods, other than two weekly and monthly, where made in advance and agreed with Rent Officer (9.1) include reference to Universal Credit and tenant responsibility to make relevant claims, provide required supporting information and notify of any change of circumstances. (9.4) confirm that garage tenancies may be terminated where rent for tenants home has not been paid, regardless of whether garage tenancy conditions have been breached. <p>Wording amended to provide that we may provide services, for which tenant will pay a service charge <u>if considered reasonably necessary</u>. (9.2)</p>
10	Living in the Property	6	<p>New clause added (10.5) requiring tenant to take reasonable measures to protect property and make arrangements for any animals if away from the property for a period of time.</p>
11	Access to the Property	7	<p>Clause amended to include surveys among purposes for which access must be given (11.1 (iii))</p> <p>New clause added relating to tenants of supported housing schemes, stating that the Council may access the property by forced entry and without notice in the event of a concern for welfare or where an alarm system has been activated (11.2)</p>

Variation of tenancy agreement – summary of proposed changes

			Clause amended, adding welfare concerns to the examples of emergency situations where the Council may access the property without notice. (11.4)
12	Looking after the Property	8	<p>Clause relating to storing and accumulating rubbish within home amended to make specific reference to lofts, sheds and personal and communal gardens (12.4).</p> <p>Advisory section regarding laminate and wooden flooring amended to:</p> <ul style="list-style-type: none"> • Make specific reference to written permission being required • Include reinstatement within costs that Council will not be liable for in the event that works are required to be carried that that require laminate or wooden flooring to be lifted. • Advise that it is tenants responsibility to ensure that they obtain insurance cover for laminate or wooden flooring, as some insurers do not cover under standard contents insurance policy, including Councils tenant contents insurance scheme. • Confirm that Councils buildings insurance policy will not cover laminate or wooden flooring. <p>Clause relating to not erecting structures anywhere on the property without the Councils permission amended to state that the Councils written permission must be obtained first (12.9)</p> <p>Clause relating to not erecting CCTV within the boundaries of the property without the Councils permission reworded (12.10)</p>
13	Gardens	9	Clause amended to state that trees, shrubs and hedges must be kept from overgrowing or overhanging into neighbouring properties or public areas so as to cause a nuisance (13.1)

Variation of tenancy agreement – summary of proposed changes

14	Anti-Social Behaviour and Harassment	10	<p>Definition of anti-social behaviour amended to “behaviour or conduct causing or likely to cause nuisance, annoyance, harassment, alarm or distress” to reflect wording used within Anti-Social Behaviour Crime and Policing Act 2014, and word “possible” replaced with “necessary” in relation to when Council will take action against anti-social behaviour.</p> <p>Statement amended to make reference to the Council investigating complaints of anti social behaviour in accordance with its policies and procedures.</p> <p>14.2 - Examples of nuisance behaviour amended to add:</p> <ul style="list-style-type: none"> • Using technology and/or social media to harass, alarm or distress a person residing, visiting or otherwise engaging in a lawful activity in the locality. • Throwing rubbish or items from balconies or windows. <p>14.3 - Examples of harassment amended to include “any other actions or behaviours that meet the definition of a hate crime.”</p> <p>14.6 - New clause added to address behaviour towards Councils employees or agents, stating:</p> <p>“Council employees/agents</p> <p>14.6 <i>You, (or anyone living with you or visiting the property) must <u>not</u> threaten violence against, harass, verbally abuse or intimidate any Council employee or agent of the Council at your property, in the locality of your property, in any Council office or building or in any part of the Harlow Council area. This includes all forms of communication</i></p>
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Variation of tenancy agreement – summary of proposed changes

			<i>including electronic communication and social media and/or encouraging any other person to act on your behalf”.</i>
15	Use of Property	11	<p>15.4 - Clause amended to include mobility scooters to vehicles which must not be kept inside home or within communal areas (unless permission obtained first).</p> <p>15.6 - Clause amended to add motorbikes to items which must not be allowed to obstruct access to your home or communal area.</p> <p>15.9 - Clause regarding lift systems amended to add that you must not...” <i>use the lifts to transport mobility scooters or other machinery that could cause damage to the lift. The lift and associated areas are communal and therefore should be treated with respect.”</i></p> <p>15.14 - Clause regarding smoking in enclosed areas amended to include use of e-cigarettes, and to relate to “<i>any communal areas which are enclosed, or substantially enclosed (as defined by the Smoke Free (Premises and Enforcement) Regulations 2006) , for example, landings, staircases, lifts etc”</i></p> <p>15.15 - New clause confirming that it is your responsibility to ensure that you have sufficient storage before bringing items into your home and confirming options available to Council in relation to the removal of items.</p>
16	Parking and Vehicles	12	<p>16.2 - Clause regarding not parking vehicles such as caravans, trailers or business vehicles on the property, or estate without written permission amended to specifically state that “prior” written permission is required.</p> <p>Clause also amended to remove “<i>We will not normally allow you to park more than two vehicles on our property”</i></p>

Variation of tenancy agreement – summary of proposed changes

			<p>16.6 - Clause amended to provide that cars must not be parked on, or driven across, grassed areas <u>within the locality of the property</u></p>
17	Keeping Pets	13	<p>17.1 – Information regarding requirement for permission to keep a higher number of animals than permitted, or a different type of animal than listed, reworded, including need to have obtained written permission first.</p> <p>17.3 New clause requiring tenants to ensure that any cats or dogs kept at the property are neutered to prevent breeding, and micro-chipped for identification. Dogs required to be micro-chipped and information updated as per Microchipping of Dogs (England) Regulations 2015.</p> <p>17.4 Clause amended to add “<i>You must not allow the accumulation of animal waste within your garden or on any Council owned-land and must clear up and properly dispose of any animal waste caused by your animals</i>”</p> <p>17.5 Clause regarding not allowing animals to breed amended to state that: <u>“You or any member of your household are not permitted to allow breeding of any animals in your home or to run a business breeding, selling or advertising for the sale of animals in or from your home.”</u></p> <p>17.9 New clause requiring tenants to ensure that any animal kept at the property does not interfere with Council employees, agents or contractors accessing the property.</p>

Variation of tenancy agreement – summary of proposed changes

18	Repairs and Maintenance	14	<p>Introductory section reworded to specifically reflect the Councils obligations under Section 11 of the Landlord and Tenant Act 1985 in relation to the property and common parts, namely to:</p> <ul style="list-style-type: none"> (a) Keep in repair the structure and exterior of your home (including drains, gutters and external pipes). (b) Keep in repair and proper working order the installations of your home for the supply of water gas and electricity and for sanitation (including basins, sinks, baths and other sanitary conveniences but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity). (c) Keep in repair and proper working order the installations of your home for space heating and heating water. <p>The above replaces the previous wording which was as follows:</p> <p><i>“We will keep your home in good condition and repair and maintain the following:</i></p> <p><i>(a) The structure and outside of the building: This includes - roofs, walls, floors, ceilings, window frames, external doors, drains, gutters and outside pipes.</i></p> <p><i>(b) Kitchen and bathroom fixtures: This includes - basins, sinks, toilets, baths, electrical wiring, gas and water pipes, heating equipment and water heating equipment.</i></p>
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Variation of tenancy agreement – summary of proposed changes

		<p><i>(c) Any shared areas around your home including: This includes - stairs, lifts, landings, lighting, entrance halls, paving, shared gardens, parking areas and rubbish chutes.”</i></p> <p>Introductory section regarding reporting repairs amended to add “<i>The Council’s repairs priorities, scope of repairs and timescales can be located on the Councils website and are reviewed annually</i>”.</p> <p>Section setting out Councils right to enter home if there is a risk of injury or damage amended to provide that such entry may take place without notice being given.</p> <p>18.3 Clause amended to advise that, in the event that a Court order is sought to require works to be carried out, the Court will be asked to order you to pay the Councils legal costs.</p> <p>18.4 Clause regarding tenants responsibility to repair any damage caused by them amended to include damage caused by any member of tenants household, someone allowed into the property, or any animal owned or allowed onto the property. Also amended to set out tenants responsibility for repairs to any fixtures and fittings they change.</p> <p>Advisory section added to confirm that above clause does not apply to repairs for which the Council is responsible, but that Council will recharge if disrepair is caused by tenant or other household member and will not accept liability for losses arising in this manner.</p> <p>18.5 Clause regarding making improvements, additions or alterations amended to provide that tenant must make applications where appropriate for Planning and Building compliance.</p>
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Variation of tenancy agreement – summary of proposed changes

			<p>18.6 Clause amended to provide that any works carried out must meet any and all statutory and regulatory requirement, and that any necessary planning permissions and approvals have been obtained.</p> <p>18.7 Clause amended to provide that works must not be carried out in a way that has, or could, cause damage to the property, a neighbouring property or could cause harm, or a risk of harm, to any person.</p> <p>18.8 Clause amended to include requirement to inform us if any damage to your home is likely to injure, harm or cause nuisance to any person, or damage another property.</p> <p>18.9 Clause amended to provide that, if the Councils needs to undertake any works within the property, that the tenant must ensure property is in a clean and tidy condition, and that the Council may refuse to carry out works until such time as clean, clear and unimpeded access is provided. works</p>
19	Recharges	15	<p>Section amended to include additional examples of costs for which the Council may re-charge the tenant, namely:</p> <ul style="list-style-type: none"> ▪ The costs of removing belongings (including animals) or rubbish from the property if you leave, or abandon the property or as a result of your breach of this agreement; ▪ The costs of carrying out repairs to the property due to damage for which you are responsible, your failure to maintain the property appropriately, or your neglect, or misuse of the property; ▪ The costs of rectifying any work to the property which you have carried out without the necessary prior written permission of the Council;

Variation of tenancy agreement – summary of proposed changes

			<ul style="list-style-type: none"> ▪ Changing locks and securing the premises if required due to your abandonment, neglect or misuse of the property, and/or as a result of the Council having to force entry to the property due to your breach of this agreement; ▪ The costs for removal and storage of items from Communal areas following service of Notices under the Torts (Interference with Good Act) 1977 or any other relevant notice; ▪ The costs for carrying out garden clearance which is your responsibility; ▪ The costs for carrying out tree management which is your responsibility; ▪ The costs for carrying out environmental cleaning of both individual properties and communal areas where it is found to be your responsibility and/or as a result of your breach of this agreement; ▪ any other reasonable costs which the Council incurs due to your breach of this agreement.
20	Ending your Tenancy	16	<p>Advisory section regarding Joint Tenants amended to advise that, in the event of one joint tenant leaving the property, both tenants should seek independent legal advice regarding the tenancy.</p> <p>20.3 Clause amended to refer to removing all “animals”, rather than “pets”</p> <p>Advisory section regarding disposal of personal belongings left in the property amended to advise that Council may dispose of belongings in accordance with the Torts (Interference with Goods) Act 1977 or the Local Government (Miscellaneous Provisions) Act 1982 and you may be charged for the reasonable cost of disposal.</p>

Variation of tenancy agreement – summary of proposed changes

21	Breach of this Tenancy Agreement	17	<p>(i) An Injunction Order</p> <p>Clause amended to advise that Council may apply for an injunction order for breach of any of the terms of this agreement.</p> <p>(ii) A Possession Order</p> <p>Advisory section amended to remove list of specific grounds for possession under Housing Act 1985 and replace with “on certain grounds as provided for in the Housing Act 1985.”</p> <p>Advisory section amended to state that: “If you are a secure tenant the Court will only make a possession order if a Judge considers it reasonable to do so, unless possession is sought under an Absolute Ground (see Section 5.4), or unless otherwise specified in legislation”.</p>
22	Tenant Engagement and Involvement	18	<p>Section heading changed to “Tenant Engagement and Involvement”.</p> <p>Introductory section inserted to explain tenants right to be involved in decisions relating to housing -related services</p> <p>“As a Council Tenant, you have the right to be involved in and influence decisions relating to the Councils housing-related services, to help to ensure that the services provided are tailored to the needs of our customers. This includes:</p> <ul style="list-style-type: none"> • Development of the Councils housing-related policies, and priorities • Decisions regarding how services are delivered, including the setting of service standards • Management of repair and maintenance services • Scrutiny of the Councils performance as a landlord, and

Variation of tenancy agreement – summary of proposed changes

			<ul style="list-style-type: none"> • Providing feedback, to help us improve the services we provide” <p>22.1 Clause amended to remove reference to Tenant forum, Tenant Conferences, Sounding Board, and Tenancy Standards Panels, and add right of nomination to be a member of Housing Standards Panels or a Resident Inspector.</p> <p>22.2 Clause amended to state that “The Council will publish an annual timetable of dates, times and locations for Housing Standards Panels and the Housing Standards Board via the Council’s website” and removing reference to “forums and conferences”</p> <p>22.3 Clause amended to state that the Council will publish its Housing Annual Report in the Spring edition of Harlow Times magazine.</p>
25	Data Protection	21	Section completely rewritten to provide information regarding data processing in line with UK General Data Protection Regulation 2016/679 (GDPR) and the Data Protection Act 2018, including providing information regarding the Councils General Privacy Notice and Housing Services Privacy Notice.