

LANDLORD PRELIMINARY NOTICE OF VARIATION OF TERMS OF SECURE AND INTRODUCTORY TENANCIES

Preliminary Notice of Variation

Section 103 of the Housing Act 1985 (as amended)

Under the Housing Act 1985, Reading Borough Council has the right to change the terms and conditions of your Tenancy Agreement by serving a Notice of Variation.

We are now giving you formal notice that we are intending to serve a Notice of Variation to change the terms and conditions of your current Tenancy Agreement later this year.

Why are the changes needed?

Reading Borough Council has not had a major review of the terms and conditions of your Tenancy Agreement since 2016. During that period of time, there has been changes in Housing legislation and responsibilities for both tenant and landlord have been introduced.

In addition, there have also been lifestyle and other changes that have meant some of the clauses in the current Tenancy Agreement have had to be strengthened or added in order to make them more effective. The lifestyle changes have also meant that additional new clauses to the Tenancy Agreement are required to strengthen both landlord and tenant rights and responsibilities.

We have also looked at the layout of the current Tenancy Agreement and changed the way it looks and the order in which it reads. We have tried to make the wording of the clauses in the new Agreement as easy to read and understand as possible.

This Preliminary Notice of Variation outlines all of the changes we propose to make to the Tenancy Agreement.

This Preliminary Notice details what the current Tenancy Agreement says and what it is proposed the new Tenancy Agreement will say. In addition, it includes information on the effects of the proposed variations.

In order to make it easier for you to see where existing clauses are proposed to be altered and because the layout of the new Tenancy Agreement is different to the current Tenancy Agreement we have listed the name of the various sections of the current Tenancy Agreement and the name of the section of the new Tenancy Agreement where these clauses (or proposed new/similar clauses) can be found.

What happens next?

You are entitled to comment on the proposed variations and we must consider your comments. The deadline for you to provide us with your comments and feedback, should you wish to do so, is 26th May 2025.

Please see the details set out on the covering letter to this Preliminary Notice for where to send your comments and feedback.

We will look at and consider all of the comments and feedback we receive and will then decide which changes we need to and still wish to make. We will then send out a formal 'Notice of Variation' to each tenant and the changes will become effective **four** weeks later.

The changes are listed below.

Current Tenancy Agreement	Proposed variation	Changes made	Its effect
INTRODUCTION	1 About your tenancy		
What does this mean for you? This Tenancy Agreement sets out your rights and responsibilities as a tenant and those of the Council.	1.1 This Agreement is a legal contract that sets out your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.	Wording change	This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council.
The tenant factsheets, which are not part of this Agreement, explain how to access the range of services we provide to help you to manage and keep your tenancy.		Removed	None - not relevant to the tenancy agreement but all factsheets are available on the website
About your Tenancy Agreement This Tenancy Agreement is a contract between Reading Borough Council and you and it does not give any rights or duties to anyone else.	1.5 This Agreement does not give any rights or duties to anyone else.	Wording change	This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council.
The Agreement is a legal contract that explains your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.	1.1 This Agreement is a legal contract that sets out your rights and responsibilities as a tenant and our rights and responsibilities as your landlord.	Wording change	This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council.

<p>Any references in this Agreement to legislation only apply to legislation in force at the date of this agreement and to any amendment or replacement of it.</p>	<p>1.3 Any references in this Agreement to legislation are references to legislations in place at the time of this agreement and as amended, extended, re-enacted or consolidated.</p>	<p>Wording change</p>	<p>This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>You must read the full Agreement before you sign.</p>	<p>1.10 You must read the full Agreement before you sign. If there is anything you do not understand it is important that you ask before signing this agreement. You can also seek independent legal advice if required.</p>	<p>Wording change</p>	<p>This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>The responsibilities in the Agreement apply to you, your husband, wife, civil partner or partner and your friends, relatives and anyone else living in or visiting your home, including your children.</p>	<p>1.4 The responsibilities in the Agreement apply to you, and anyone else living in or visiting your home, including children.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>In special circumstances we may add additional terms and conditions to this Tenancy Agreement. These extra conditions will be set out in a separate Agreement signed by you and by us and attached to this Tenancy Agreement. We can also change the terms of this tenancy if we follow one of the procedures set out in Section 102 of the Housing Act 1985.</p>	<p>1.7 We can vary the terms of this Agreement by one of the ways set out in Section 102 of the Housing Act 1985 (as amended).</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

<p>Giving us information</p> <p>You must give us correct information. We may take legal action to force you to leave your home if you (or somebody acting on your behalf) have made a statement you know is false or gives us misleading information in order to obtain this tenancy.</p>	<p>Requirement to give correct and accurate information</p> <p>1.8 Both before the commencement of this agreement and throughout your tenancy you must give us correct and accurate information.</p> <p>1.9 If you (or somebody acting on your behalf) knowingly or recklessly makes or has made a statement which is false and/or gives us misleading information in order to obtain or retain this tenancy the council can take legal action to evict you from the property.</p>	<p>Wording change</p>	<p>This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Signing this Tenancy Agreement</p> <p>You must sign the Agreement on page 39 of this document when you become a Council tenant.</p> <p>If there is anything you don't understand please ask. You can also get help from the Citizens' Advice Bureau or other independent legal advice.</p>	<p>Signing this Tenancy Agreement</p> <p>1.10 You must read the full Agreement before you sign. If there is anything you do not understand it is important that you ask before signing this agreement. You can also seek independent legal advice if required.</p> <p>1.11 You must sign page XXXXX of this Agreement.</p>	<p>Wording change</p>	<p>This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>YOUR TENANCY AGREEMENT - CONTENTS</p>	<p>Contents</p>		
<p>Section 1 - Secure tenancy - general conditions</p> <p>Explanation of the Tenancy Agreement</p>	<p>1 About your tenancy</p>	<p>Wording change</p>	<p>No effect</p>
<p>Section 2 - Introductory tenancy - general conditions</p> <p>Explanation of the Tenancy Agreement</p>	<p>2 General conditions of your tenancy</p>	<p>Wording change</p>	<p>No effect</p>
<p>Section 3 - Summary of legal rights of tenants</p> <p>Table setting out the main legal rights of Introductory and Secure tenants</p>	<p>3 Summary of legal rights</p>	<p>Wording changed slightly</p>	<p>No effect</p>

Section 4 - Notices, permission and complaints Official addresses for the serving of Notices and requests for written permission	4 Legal notices 28 Complaints/Compliments	Changed section	No effect
Section 5 - Our responsibilities and your rights General responsibilities of the Council and main rights of tenants	6 Your rights and responsibilities 22 Assignment and Exchange 23. Succession 24. Right to buy 26. Consultation and involving you in decision making	Now spread across various different sections	No effect
Section 6 - Rent and other payments Your rights and responsibilities - paying your rent and other charges	5 Rent & Other payments	Changed section	No effect
Section 7 - Repairs, maintenance and improvements Your rights and responsibilities - repairing and maintaining your home	7 solar panels 8 Repairs 9 Alterations and improvements 10 Access to our property	Now spread across various different sections	No effect
Section 8 - Living in and around your home Your responsibilities for communal areas, gardens, parking, vehicles, running a business, etc.	6 Your rights and responsibilities 11 Gas 12 Flooring 16 Garden & shared areas 17 Fences/Boundaries 18 Parking and vehicles 19 Electric/Battery Powered Wheelchairs, Scooters and Bikes	Now spread across various different sections	No effect
Section 9 - Living in a safe and healthy home Your responsibilities for maintaining a safe and healthy home, the prevention of accidents and fires, dealing with pests and keeping pets	6 Your rights and responsibilities 15 Pets and Pests	Now spread across various different sections	No effect

Section 10 - Living in your community Your responsibilities to prevent anti-social behaviour and harassment	14 Behaviour	Renamed	No effect
Section 11 - Ending your tenancy or moving house Your responsibilities when you leave your home or move house	25 Ending your tenancy	Changed section	No effect
Section 12 - Data Protection	20 Fraud 27 Fair processing notice and Data Protection GDPR	Spread across different sections	No effect
Section 13 - Tenant factsheets How to get more information and advice and a list of tenant factsheets referred to in this Tenancy Agreement		Removed	As above re factsheets
MEANING OF WORDS TERMS AND DEFINITIONS USED IN THIS TENANCY AGREEMENT	Definitions	Wording change	No effect
Secure tenancy - other than in special circumstances set out in Section 1.4 of this agreement you have the right to live peacefully at your property for as long as you want, provided you do not breach the terms of the Tenancy Agreement. If you are living in your property the Council cannot evict you from the property without first notifying you in writing and obtaining an Order from the Court to evict you.	Secure tenancy - other than in special circumstances set out in this agreement you have the right to live peacefully at your property for as long as you want, provided you do not breach the terms of this Tenancy Agreement. If you are living in your property the Council cannot evict you from the property without first notifying you in writing and obtaining an Order from the Court to evict you.	Wording change	Each circumstance is now under each relevant header for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council
Introductory tenancy - is a one year trial Council tenancy. It gives you most of the same	Introductory tenancy - is a one year trial Council tenancy. It gives you most of the same rights as a	Wording change	This has been reworded for ease

<p>rights as a Secure Council tenancy but you can be evicted more easily. However, as long as you don't breach your Tenancy Agreement while you are an Introductory tenant, you cannot be evicted (other than in the circumstances set out in Section 1.4 of this agreement) and you will automatically become a Secure tenant.</p>	<p>Secure Council tenancy but you can be evicted more easily. Unless the council serves legal notice upon you during the trial period, either extending the trial period or notifying you that it intends to seek possession, you will automatically become a Secure tenant and the end of the trial period.</p>		<p>of understanding. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Sole tenancy - you are a Sole tenant if only one person is named on the Tenancy Agreement. If two people are named on the Tenancy Agreement you have a Joint tenancy.</p>	<p>Sole tenancy - a tenancy held by only one person and with only one person named on the Tenancy Agreement.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Joint tenancy - joint tenants each have all the rights and responsibilities set out in the Tenancy Agreement. A joint tenancy means that two people are responsible for making sure the tenancy conditions are met and have equal rights to stay in the tenancy until it is ended.</p> <p>If one joint tenant formally ends the tenancy, the tenancy comes to an end even if the other joint tenant has not asked to end the tenancy.</p>	<p>Joint tenancy - a tenancy held by more than one person and with more than one person named on the Tenancy Agreement. Joint tenants each have all the rights and responsibilities set out in the Tenancy Agreement and are all responsible for making sure the tenancy conditions are met. Joint tenants have equal rights to stay in the tenancy until it is ended.</p> <p>If one joint tenant formally ends the tenancy, the tenancy comes to an end even if the other joint tenant has not asked to end the tenancy.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Neighbour - everyone living in the area, including other tenants, people who own their own homes and local businesses.</p>	<p>Neighbour - anyone living in the Neighbourhood, including other tenants, people who own their own homes and local businesses.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

<p>Neighbourhood - for the purposes of this Agreement neighbourhood is defined as any area located within the Reading Borough Council boundary or adjoining boundaries where RBC stock is located.</p>	<p>Neighbourhood - any area located within the Reading Borough Council boundary or adjoining boundaries where Reading Borough Council residential premises are located.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Shared areas or communal areas - the parts of the building that all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas, bin areas.</p>	<p>Shared areas - the parts of the building or outside areas that all tenants can use or have access to, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas, bin areas.</p>	<p>Wording - deletion of communal areas and only using shared areas throughout.</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Hate Crime - a crime committed against someone because of their gender, identity, disability, race, religion or belief or sexual orientation.</p>	<p>Hate Crime - a crime committed against someone because of their race, religion, disability, sexual orientation or gender identity.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Vehicle - anything used for transporting a person or people, for example, a car, motorbike, bike, moped, boat, caravan, van, mini bike, mini moto, quad bikes, trailer, scooter and battery powered mobility scooters.</p>	<p>Vehicle - anything used for transporting a person or people, for example, a car, motorbike, bike, moped, boat, caravan, van, mini bike, mini moto, quad bikes, trailer, scooter and battery powered mobility scooters. This is not a full list.</p>	<p>Wording change - additional words - 'This is not a full list' added in to cover any other types of vehicle</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

Written permission - a letter from us giving you permission to do something.	Written permission - written communication from the council giving you permission to do something.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
Tenant factsheet - a leaflet providing further information or advice about your rights, responsibilities, rules or services available from us.		Removed	Referral to Factsheets has been removed throughout the proposed tenancy agreement as they are not a term of the tenancy conditions. However factsheets are available on the website.
Sub-letting - to rent out part or all of the property you are living in to someone else.	Sub-letting - to let all or part of the property to someone else.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
Section 1 - ABOUT YOUR SECURE TENANCY GENERAL CONDITIONS	2. General Conditions of your tenancy		
1.1 Your tenancy includes: <ul style="list-style-type: none"> ▪ the property (house, flat, maisonette or bungalow) ▪ any gardens, sheds ▪ any garage attached to your home 	2.1 Your tenancy includes: <ul style="list-style-type: none"> • The property (house, flat, maisonette or bungalow). 	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights

	<ul style="list-style-type: none"> Any garden/shared gardens, or outbuildings. Any garage attached onto the property or within the curtilage of the property which is solely for the use of your household. 		or responsibilities of the tenant or the Council.
	Secure Tenancy		
1.2 Except in the special circumstances set out at 1.3 below, as a Secure tenant, you have the right to stay in your home for as long as you want, providing that you behave responsibly and keep to the terms and conditions of this Tenancy Agreement.	2.6 Except in the circumstances set out at 2.7 below and/or in circumstances where you are ordered by a court to leave the property, as a Secure tenant you have the right to stay in the property for as long as you want, providing that you abide by the terms and conditions of this Tenancy Agreement.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
1.3 You may lose the right to live in your home (security of tenure) if: the Court grants us a Possession Order you do not use this home as your only or main home, or you sublet the whole of your home to another person	2.7 You will lose the right to live in the property (also known as losing security of tenure) if: <ul style="list-style-type: none"> The Court grants us a Possession Order for the property and it is enforced, and/or You do not use the property as your only or main home, and/or You sublet the whole of the property to another person. 	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
1.4 In special circumstances we have the legal right to take possession of your home. These special circumstances are: your home needs to be empty, temporarily for major repairs or improvements, or permanently because it has to be demolished your home has been specially adapted for a disabled or older person who no longer lives in the property and another older or disabled person needs it, to live in. or	2.8 In certain circumstances we have the legal right to take possession of the property. These circumstances are: <ul style="list-style-type: none"> Your home needs to be empty so that major work can be carried out and/or because it has to be demolished and/or Your home has been specially adapted for a disabled or older person who no longer lives in the property and another older or disabled person needs it to live in, and/or 	Wording change	The wording of this clause has been altered and some parts moved elsewhere for clarity. This change does not affect the rights or responsibilities of

<p>you have succeeded to (inherited) and you are not the wife, husband or civil partner of the previous tenant, and your home is bigger than you need.</p> <p>If this happens, we will offer you another suitable home. In certain circumstances we will help you with removal costs, pay compensation if you lose your home or are disturbed by repair work.</p>	<p>If this happens we will offer you another suitable home. In certain circumstances we will help you with removal costs.</p>		<p>the tenant or the Council.</p>
<p>1.5 In the case of repairs and/or improvements, if you move to a temporary alternative home you must return to your permanent home when we have done the repairs. We have the right to take possession of the temporary property when the work on the original home is finished.</p>	<p>2.9 In the case of repairs/or improvements, if we move you to a temporary alternative property. You must return to your permanent property when we have completed the repairs. This applies even if you have expressed a wish to move from your permanent property to an alternative property. We have the right to take possession of the temporary property when the work on your original property is completed.</p> <p>8.18 If we offer you temporary accommodation, you must move into it when we ask and return to your home when we have done the repairs. If you do not return to your home following the completion of the works, we will take legal action against you.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and the current legal position. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>1.6 If you break any condition in this agreement, we may take legal action against you, for example by obtaining a Possession Order, Anti-social Behaviour Order, Injunction, Demotion Order or Order suspending your right to buy your home.</p>	<p>2.10 If you break any condition in this Tenancy Agreement, we may take legal action against you, for example by, amongst other things, obtaining a Possession Order, Injunction Order, Demotion Order or Order suspending your right to buy the property.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>1.7 If we take legal action against you, because of non-payment of rent, anti-social behaviour or any other reason related to your</p>	<p>2.11 If we take legal action against you, because of non-payment of rent, anti-social behaviour or any other reason related to your act or default, this could</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity.</p>

act or default, this could lead to the loss of your home and may also stop you from getting accommodation from us or other housing providers in the future, even if you become homeless.	lead to the loss of the property and may also stop you from getting housing assistance from us or other housing providers in the future, even if you become homeless.		This change does not affect the rights or responsibilities of the tenant or the Council.
1.8 If we take you to court for breaking this Agreement, we will ask the Court to order you to pay costs.	2.12 If we take you to Court for not complying with any of the terms of this Tenancy Agreement, we will ask the Court to order that you pay our legal costs.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
1.9 In special circumstances we may add additional terms and conditions to this Tenancy Agreement. These extra clauses will be specified in a Supplementary Agreement signed by you and the Council's representative and will be attached to this Agreement.		Removed	This section has been removed as no longer relevant.
Section 2 - ABOUT YOUR INTRODUCTORY TENANCY GENERAL CONDITIONS	General conditions of your tenancy	Wording	No effect
2.1 An introductory tenancy is a 'trial' tenancy and usually lasts for 12 months. If you show us that you can act responsibly and that you can keep the terms of your Tenancy Agreement, you will automatically become a secure tenant at the end of the introductory period.	2.2 An Introductory tenancy is a "trial" tenancy and usually lasts for 12 months. As an Introductory tenant you have fewer rights than a Secure tenant and you can be evicted more easily than a secure tenant. 2.3 If you comply with the terms of your tenancy throughout the 12-month introductory period, you will automatically become a Secure tenant at the end of the introductory period.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.

	<p>2.4 If you do not comply with the terms of your tenancy, the council can decide to end your tenancy. In these circumstances, you will not automatically become a Secure tenant at the end of the introductory period.</p> <p>2.5 The council can also decide to extend the Introductory period of your tenancy by a further six months. In these circumstances, you will automatically become a Secure tenant at the end of the extended introductory period unless the council has taken legal action to evict you.</p>		
2.2 Your tenancy includes: The property (house, flat, Maisonette or bungalow) Any gardens, and Any garage attached to your home	<p>2.1 Your tenancy includes:</p> <ul style="list-style-type: none"> • The property (house, flat, maisonette or bungalow). • Any garden/shared gardens, or outbuildings. • Any garage attached onto the property or within the curtilage of the property which is solely for the use of your household. 	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
2.3 Introductory tenants have fewer rights than secure tenants and some additional conditions to comply with. As an introductory tenant we can evict you more easily than a secure tenant.	<p>Introductory Tenancy</p> <p>2.2 An Introductory tenancy is a “trial” tenancy and usually lasts for 12 months. As an Introductory tenant you have fewer rights than a Secure tenant and you can be evicted more easily than a secure tenant.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
2.4 You may lose the right to live in your home (security of tenure) if:	2.7 You will lose the right to live in the property (also known as losing security of tenure) if:	Wording change	The wording of this clause has been

<p>The court grants us a possession order You do not use your home as your only or main home</p>	<ul style="list-style-type: none"> • The Court grants us a Possession Order for the property and it is enforced, and/or • You do not use the property as your only or main home, and/or • You sublet the whole of the property to another person. 		<p>altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>2.5 In special circumstances we have the legal right to take possession of your home. These special circumstances are set out in clause 1.4 of this tenancy agreement</p>	<p>2.6 Except in the circumstances set out at 2.7 below and/or in circumstances where you are ordered by a court to leave the property, as a Secure tenant you have the right to stay in the property for as long as you want, providing that you abide by the terms and conditions of this Tenancy Agreement.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>2.6 If we have to take possession of your home because of these special circumstances, we will offer you another suitable home. In certain circumstances, we will help you with removal costs and pay compensation if you lose your home or are disrupted by repair work.</p>	<p>2.8 In certain circumstances we have the legal right to take possession of the property. These circumstances are:</p> <ul style="list-style-type: none"> • Your home needs to be empty so that major work can be carried out and/or because it has to be demolished and/or • Your home has been specially adapted for a disabled or older person who no longer lives in the property and another older or disabled person needs it to live in, <p>If this happens we will offer you another suitable home. In certain circumstances we will help you with removal costs.</p> <p>2.9 In the case of repairs/or improvements, if we move you to a temporary alternative property, which will be the same size as your permanent property you must return to your permanent property when we have completed the repairs. This applies even if you</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

	have expressed a wish to move from your permanent property to an alternative property. We have the right to take possession of the temporary property when the work on your original property is completed		
2.7 If we take legal action against you because of non-payment of rent, anti-social behaviour or any other reason related to your act or default, this could lead to the loss of your home and may stop you from getting accommodation from us or other housing providers in the future, even if you become homeless.	2.11 If we take legal action against you, because of non-payment of rent, anti-social behaviour or any other reason related to your act or default, this could lead to the loss of the property and may also stop you from getting housing assistance from us or other housing providers in the future, even if you become homeless.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
2.8 If you break any condition in this agreement, we may extend your introductory tenancy by a further 6 months which means that you might be an introductory tenant for 18 months in total or we may take legal action against you. For example by obtaining a possession order or Injunction.	2.5 The council can also decide to extend the introductory period of your tenancy by a further six months. In these circumstances, you will automatically become a Secure tenant at the end of the extended introductory period unless the council has taken legal action to evict you.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
2.9 If we take you to court for breaking this agreement, we will ask the court to order that you pay our costs.	2.12 If we take you to Court for not complying with any of the terms of this Tenancy Agreement, we will ask the Court to order that you pay our legal costs.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
2.10 In special circumstances we may add additional terms and conditions to this Tenancy Agreement. These extra clauses will be specified in a Supplementary agreement signed by you and the council representative and will be attached to this agreement.		Removed	No effect

Section 3 - SUMMARY OF THE LEGAL RIGHTS OF TENANTS	3 Summary of Legal rights	Wording	
<p>This Tenancy Agreement is more or less the same for introductory tenants and Secure tenants. However, if you are an introductory tenant you have fewer rights and some additional conditions to comply with.</p> <p>Throughout this tenancy agreement, where the rights of introductory tenants vary from those of secure tenants, they are clearly marked like this: 'if you are an introductory tenant, you do not have the right to ...'</p> <p>Throughout this tenancy agreement where there are extra conditions for introductory tenants they are clearly marked like this: 'Introductory Tenants only' (Table on document)</p>	<p>3.1 This Tenancy Agreement is more or less the same for Introductory tenants and Secure tenants. However, if you are an Introductory tenant you have fewer rights than a Secure tenant during the Introductory period of your tenancy.</p> <p>3.2 Throughout this Tenancy Agreement, where the rights of Introductory tenants vary from those of Secure tenants, they are clearly marked like this:</p> <p>3.3 "If you are an Introductory tenant, you do not have the right to..." (table in document)</p>	<p>Expanded over multiple points and extra conditions in the old tenancy agreement were not extra, it was instead stated where conditions were not a right of Introductory tenants. This remains in the proposed.</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
Section 4 - NOTICE, PERMISSIONS AND COMPLAINTS	4 Legal notices	Wording	
<p>4.1 Any notice we serve on you will be valid if we:</p> <p>Deliver it to you personally</p> <p>Leave it at, or post it to you, your home address and/or, if different, your last known address, or</p>	<p>4.1 Any Notice we serve on you will be valid if we either:</p> <ul style="list-style-type: none"> • Hand it to you personally, or • Leave it at, or post it to, your home address and/or, if different, your last known address, or • Give it to you in line with an Order made by the Court. 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of</p>

Give it to you in line with an order made by the court.			the tenant or the Council.
<p>4.2 The address for serving of any notice (including notices in legal proceedings) on us or any other correspondence is:</p> <p>Reading Borough Council Civic Offices Bridge Street Reading RG1 2LU Email: neighbourhoodservices@reading.gov.uk Telephone: 0118 937 2161</p>	<p>4.2 The address for serving Notice (including Notices in legal proceedings) on us or any other correspondence is:</p> <p>Reading Borough Council Civic Offices Bridge Street Reading RG1 2LU</p>	Wording change	<p>The wording of this clause has been altered for clarity. The email address has been removed. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>4.3 You need our written permission to make any improvements or changes to your home, run a business from home, and various other activities. Any consent given, other than in writing, will be considered as not given for the purposes of this agreement.</p> <p>To find out more see the tenant factsheet on 'When and how to request permission'</p> <p>If you are an introductory tenant, you do not have the right to make alterations, additions or improvements to your home.</p>	<p>6.47 You must not run a business or carry on a trade from your home without first obtaining our written permission.</p> <p>9.1 You must obtain our prior written permission before carrying out any alterations, improvements or structural work to the property. Permission must be obtained in writing.</p>	Wording change	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>4.4 Complaints are important to us. We want your feedback so we can change what we can to improve our service.</p> <p>For more information see the tenant factsheet on 'Housing complaints'.</p>	<p>28.1 Your feedback is always important to us so we can recognise good practice and/or change what we can to improve our services.</p> <p>28.2 We always aim to give our customers a good service. If you wish to give good feedback on any service that you have accessed and/or alternatively if you wish to make a complaint, please visit our website (www.reading.gov.uk) and go to the section entitled 'How to make a complaint, comment or compliment'.</p>	Wording change	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

5 - OUR RESPONSIBILITIES AND YOUR RIGHTS	Rent & Other payments	Wording change	No effect
<p>This section summarises our general responsibilities and your key rights.</p> <p>Our Responsibilities</p> <p>5.1 We are responsible for setting your rent. The amount of rent you pay depends on the size</p>	<p>5.1 We are responsible for setting your rent. The amount of rent you pay depends on the size, type, and location of your home. We can increase or decrease your rent at any time. We must tell you, in writing, at least 4 weeks before any rent change.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>5.2 We are responsible for repairing and maintaining the structure and exterior of your home and any building it is in, including roofs, walls, floors, ceilings, window frames, external doors, gutters and outside pipes.</p>	<p>8.2 We are responsible for keeping in repair the structure and exterior of your home. This includes roofs, walls, floors, ceilings, window frames, external doors, drains, gutters, and outside pipes.</p> <p>8.3 We are responsible for keeping in repair the structure and exterior of the building in which your home forms part.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>5.3 We must: Carry out repairs within a reasonable time Clear up after a repair and give you reasonable notice of any improvements to your property which are considered necessary. We are not, however, responsible for repairing anything which has become damaged or defective as a result of your act or default or that of a person living with or visiting you.</p>	<p>8.6 We must:</p> <ul style="list-style-type: none"> carry out repairs for which we are responsible within a reasonable period of time of being put on notice, and clear up after a repair. <p>8.8 We are not responsible for repairing anything that has become damaged or defective as a result of your act or omission or that of a person living with or visiting you. If you have caused damage which presents a health and safety risk and/or a risk to the property or the building that it is in, we will carry out</p>	Wording change	The wording of this clause has been altered for clarity and to make it clear that if damage has been caused in these circumstances the council will carry out the repair work and re-charge the tenant for the cost of that work.

	a repair and then re-charge you for the costs of the repair work and to rectify the damage caused.		
5.4 We will take reasonable care to keep any communal areas around your home (E.g stairs, lifts, landings, lighting, entrance halls, pathways, shared gardens, parking areas, and rubbish chutes) in a condition that is fit for use by you and persons living with or visiting you.	8.7 We will take reasonable care to keep any shared areas around your home (e.g. stairs, lifts, landings, lighting, entrance halls, pathways, shared gardens, parking areas and rubbish chutes) in a reasonable condition.	Wording change	The wording of this clause has been altered allowing the council to ensure that the shared areas are defined are kept in a reasonable condition.
5.5 We will keep in repair and proper working order the installations in your home for space heating, water heating and sanitation and for the supply of water, gas and electricity. These include: Kitchen and bathroom basins, sinks, baths, toilets, flushing systems and waste pipes (but not other fixtures, fittings and appliances that use water, gas or electricity) Electric wiring including sockets, switches and light fittings (excluding bulbs) Gas pipes, water pipes, water heaters, fitted fires and central heating installations.	8.4 We will keep in repair and proper working order the installations in your home for the supply of water, gas, and electricity and for sanitation, including: <ul style="list-style-type: none">Basins, sinks, baths, toilets, flushing systems, and waste pipes (but not other fixtures, fittings, and appliances for making use of the supply of water, gas or electricity).Electric wiring including sockets, switches, and light fittings (excluding bulbs). 8.5 We will keep in repair and proper working order the installations in your home for space heating and heating water, including gas pipes, water pipes, water heaters, fitted fires and central heating installations.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
5.6 We are legally responsible for making sure that gas appliances (except ones you are entitled to remove), gas pipe work and flues in a safe condition. The checks we carry out are for gas and carbon monoxide leaks. We will do this in an annual gas safety check. For more information see the tenant factsheet on 'Looking after your home'	11.1 We are legally responsible for making sure that gas appliances (except gas cookers), gas pipe work and flues are in a safe condition. The checks we carry out are for gas and carbon monoxide leaks. We will do this in an annual gas safety check.	Wording change	The wording of this clause has been altered to remove reference to a factsheet. This change does not affect the rights or responsibilities of

			the tenant or the Council.
5.7 We will provide you with a rent/mortgage reference upon request and will make a reasonable charge for providing this,	5.13 If you ask us to provide you with a rent or mortgage reference, we will do so. You may be required to pay a reasonable charge for us to provide this.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
5.8 If you apply to buy your home, we will continue to do repairs that may affect health, safety or security while you are applying but will not do any improvements, for example new windows or new central heating system. If you buy your home, then we will no longer be responsible for its repair.	24.7 If you apply to buy your home, the council will continue to do repairs that may affect you or your household's health, safety, or security while you are applying but the council will not carry out any improvement works, for example installing new windows and/or installing a new central heating system. If you buy your home, the council will no longer be responsible for its repair.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
We are responsible for consulting with you and for involving you in decision making.	26 Consultation and involving you in decision making	Wording change	No effect
5.9 We must ask for your views about any of our housing plans if they substantially affect you - for example we will consult you about modernisation or improvement work that is planned for your home or your area.	26.2 We will discuss with you any decisions to do with managing or maintaining the council's housing stock if these decisions are likely to have a significant effect on your home or tenancy. For example, we will ask your views about modernisation or improvement work that is planned for your home or your area.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
Your Rights			
5.12 Security of tenure Save in the exceptional circumstances set out in 1.4 above, you may live in the property	6.1 Your right to live in the property: • Save in exceptional circumstances, you may live in the property without interference from us as long as	Wording change	The wording of this clause has been altered for clarity. This change does

<p>without interference from us as long as you, your friends, relatives or any other person living in or visiting the property (including children) do not break any of the conditions in this agreement. If any of the conditions are broken, we may apply to the court to end your tenancy.</p>	<p>you, your household and/or your visitors (including children) comply with and do not break any of the conditions set out in this Agreement and respect the rights of others.</p> <ul style="list-style-type: none"> • If any of your tenancy conditions are broken, we can take legal action against you which could include applying to the court to end your tenancy. 		<p>not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.13 You may keep your home as long as you want unless there is a legal reason why we can take it back. We may take back your home only with the approval of the court.</p>		<p>Removed</p>	<p>This clause is now applied accordingly in each relevant section. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.14 Taking in lodgers</p> <p>You have the right to take in lodgers, unless doing so would breach specific age restrictions that apply to your home. You will need to let us know if you take in a lodger in case doing so would breach your tenancy and/or there is a local letting policy.</p>	<p>Taking in lodgers:</p> <p>6.3 You have the right to take in lodgers if you have obtained our written permission first. Permission will not be granted in the following circumstances:</p> <ul style="list-style-type: none"> • If this would breach any specific age restrictions that apply to your home; and/or • If this would cause overcrowding; and/or • If this would breach your tenancy and/or a Local Letting policy that is in place. <p>This is not an exhaustive list and there may be other reasons why permission is refused.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered to state that if you want to take in a lodger you need to obtain the council's written permission first and to set out circumstances when such permission will not be granted.</p>
<p>5.15 Overcrowding</p> <p>You must not allow more than the permitted maximum number of persons to live in your</p>	<p>Changes in your household & Overcrowding:</p> <p>6.6 If you want someone who was not part of your household when your tenancy commenced to stay</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to provide that</p>

<p>home and the council will not give permission for you to take in lodgers or to sub-let part of your home if doing so would exceed the permitted maximum number of persons. See final page of the agreement for details</p>	<p>permanently or temporarily, you must get our written permission first. You must give us the person's full name, gender, and date of birth. Permission will not be granted in the following circumstances:</p> <ul style="list-style-type: none"> • If this would breach any specific age restrictions that apply to your home; and/or • If this would cause overcrowding, and/or • If this would breach your tenancy and/or a Local Letting policy that is in place. <p>This is not a full list.</p> <p>6.7 You must not allow your home to become overcrowded. This is dependent on the size of the property and the ages and the relationships of the persons you wish to live in your home.</p> <p>6.8 If someone moves out of your property you must notify us in writing, within 14 days of the date they move out. You must give us the person's full name, gender, date of birth and move out date</p>		<p>the tenant must provide the council with certain details about the person who they want to move in to the property and that they must obtain the council's written permission for that individual to move in first before they do so.</p> <p>–</p>
<p>5.16 Subletting part of your home</p> <p>You have the right to rent part of your home to somebody else as long as you have our written permission. This is called sub-letting. You must not sub-let the whole of your home. We will refuse permission only if we have good reason to do so - if we refuse we will explain why. The council may prosecute any tenant who parts with the possession of the property or sub-lets the whole of it as</p>	<p>Subletting:</p> <p>6.4 You must not sub-let the whole of your home.</p> <p>6.5 You have the right to rent part of your home to somebody else if you have obtained our written permission first. Permission will not be granted in the following circumstances:</p> <ul style="list-style-type: none"> • If this would breach any specific age restrictions that apply to your home; and/or 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

<p>provided by the Prevention of Social Housing Fraud Act 2013.</p> <p>If you are an introductory tenant you do not have the right to take in lodgers or sub-let part of your home.</p> <p>For more information see the tenant factsheet on 'Taking in Lodgers and Subletting'</p>	<ul style="list-style-type: none"> • If this would cause overcrowding; and/or • If this would breach your tenancy and/or a Local Letting policy that is in place. <p>This is not a full list and there may be other reasons why permission is refused.</p>		
<p>5.17 If you want someone who wasn't part of your household when you moved in to stay permanently, you must get our written permission first. We will not refuse unless there is a good reason (such as the person being likely to cause a nuisance).</p>	<p>6.5 You have the right to rent part of your home to somebody else if you have obtained our written permission first. Permission will not be granted in the following circumstances:</p> <ul style="list-style-type: none"> • If this would breach any specific age restrictions that apply to your home; and/or • If this would cause overcrowding; and/or • If this would breach your tenancy and/or a Local Letting policy that is in place. <p>This is not a full list and there may be other reasons why permission is refused.</p>	Wording change	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
Succession Rights	<p>23. Succession Introductory Tenants</p>	Wording of this section has been broken down into tenure types	<p>The wording of this section has been broken down into tenure types for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.18 If you are an introductory tenant and you die while you are an introductory tenant and succession applies, the person who takes over</p>	<p>23.1 If you are an Introductory tenant on your death and someone is entitled to succeed to the tenancy, that person will also be an Introductory tenant.</p>	Wording change and sectioned	<p>The wording of this clause has been altered for clarity.</p>

<p>your tenancy will also be an Introductory tenant. They will only become a secure tenant in accordance to the terms of this Tenancy Agreement.</p>	<p>23.2 If someone succeeds to your Introductory tenancy and that tenancy later becomes a Secure tenancy, there will be no succession rights to that Secure tenancy.</p>	<p>under relevant tenancy types.</p>	<p>This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.19 If you are a secure tenant, you have the legal right for you Husband, Wife, Civil partner or partner to take over the tenancy on your death. In certain circumstances, other family members may be able to take over your tenancy on your death. If you die when you are a secure tenant and succession applies, the person who takes over will become a secure tenant immediately.</p>	<p>Secure tenants - for tenancies that began before 1st April 2012.</p> <p>23.3 If you are a Secure tenant on your death and someone is entitled to succeed to the tenancy, that person will also be a Secure tenant.</p> <p>23.4 If you are a Secure tenant, the following categories of people can succeed in the following circumstances:</p> <p>A) Your spouse or civil partner - as long as they were occupying your home as their only or principal home at the time of your death.</p> <p>B) A member of your family (which includes cohabitantes) - as long as they were occupying your home as their only or principal home at the time of your death and had resided with you for a period of at least 12 months ending with your death.</p> <p>23.5 If, at the time of your death, there is both a spouse or civil partner and a member of your family who are entitled to succeed to the tenancy, your spouse or civil partner will be the one who can succeed.</p> <p>23.6 If, at the time of your death, there are two or more family members who can succeed and there is not a spouse or civil partner who also can succeed, those family members can agree between themselves</p>	<p>Wording change and sectioned under relevant tenancy types</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council and it reflects the legal position.</p>

	<p>which one of them can succeed. In the event of a disagreement between them, the council will decide.</p> <p>Secure tenants - for tenancies that began on or after 1st April 2012.</p> <p>23.8 If you are a Secure tenant on your death and someone is entitled to succeed to the tenancy, that person will also be a Secure tenant.</p> <p>23.9 If you are a Secure tenant, only your spouse, civil partner or cohabitee can succeed to the tenancy as long as they were occupying the property as their only or principal home at the time of your death</p>		
5.20 On death of a joint tenant, the surviving joint tenant will become the sole tenant.	23.7 and 23.10 On the death of a Joint secure tenant, the surviving Joint secure tenant will become the Sole secure tenant through survivorship. This will be classed as a succession.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>5.21 Succession can only happen once. If you have already succeeded to the tenancy you will not be able to pass it on. A succession for these purposes happens:</p> <p>In the circumstances set out at 5.18-5.20 above</p> <p>If the tenancy is assigned to someone who would be qualified to succeed to the tenancy on your death.</p>	23.11 There can only be one succession to an Introductory and/or Secure tenancy.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.

<p>5.22 We do not generally allow any other succession to take place. However, under certain circumstances, we may help to find accommodation for someone who is not your husband, wife, partner or civil partner, where there has been no previous succession and where no-one else has a legal right to succeed. That might be help to stay in the same property or it might be help to move to a different Council property.</p>		Removed	The effect of this is that the council is clarifying here that in respect of succession rights to its tenancies, the council offers succession rights in accordance with current legislation and no wider rights
<p>5.23 If we agree to grant a tenancy to someone who has no legal right to succeed and the property is bigger than they need, we will offer them a smaller alternative</p>	<p>23.12 In respect of both Introductory and Secure tenancies, if a member of your family (including a cohabitee) succeeds to the tenancy on your death and the property is larger than they reasonably require, they will have to move to alternative accommodation which is of a size that they reasonably require. This does not apply to succession by a spouse or civil partner.</p>	Wording change	The effect of this is that the council is removing the provision in the current clause 5.23 and is clarifying here that in respect of succession rights to its tenancies, the council offers succession rights in accordance with current legislation.
<p>5.24 If more than one person is entitled to make a claim, they should decide between them who is to do so. If they cannot agree, we will decide who, if anyone, should be granted a new tenancy.</p> <p>For more information on this see the tenant factsheet on 'Succession of Tenancy'</p>	<p>23.6 If, at the time of your death, there are two or more family members who can succeed and there is not a spouse or civil partner who also can succeed, those family members can agree between themselves which one of them can succeed. In the event of a disagreement between them, the council will decide.</p>	Wording change	The wording of this clause has been altered for clarity and sets out the legal position. This change does not affect the rights or responsibilities of

			the tenant or the Council.
<p>5.25 Assigning your Tenancy (legal transfer)</p> <p>You may be able to transfer your tenancy: If this is necessary because of a Court Order (for example if a marriage or civil partnership breaks down), or To a person who would qualify to succeed to the tenancy on your death. You must make the request in writing and certain conditions apply. You are a secure tenant mutually exchanging your property (Introductory tenants do not have this right). If you want to assign your tenancy you must ask permission in writing. If you assign your tenancy without our agreement you will be in breach of your tenancy. We can refuse permission to assign your tenancy but would not do so unreasonably. You may be refused permission because: You have rent arrears We have started possession proceedings against you The property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there There have been anti-social behaviour problems at the property This is not a full list. For more information see the tenant factsheet on 'Assigning your Tenancy' 11.18 You have the right to swap the tenancy of your home (called a "mutual exchange")</p>	<p>22.1 If you are a Secure tenant, you may be able to assign (transfer) your tenancy in the following circumstances:</p> <p>A) If you want to assign your tenancy to a person who would qualify to succeed to the tenancy on your death.</p> <p>B) If you are mutually exchanging your property.</p> <p>22.2 If you are an Introductory tenant, you may be able to assign (transfer) your tenancy to a person who would qualify to succeed to the tenancy on your death. As an Introductory tenant, you do not have the right to mutually exchange your property.</p> <p>22.3 Assigning your tenancy to a person who would qualify to succeed to the tenancy on your death means that there will no further right to succession upon the death of the tenant to whom the tenancy has been assigned</p> <p>22.4 There can only be one assignment of the tenancy.</p> <p>22.5 If you want to assign your tenancy you must ask the council for permission in writing.</p> <p>22.6 The council can refuse permission to assign your tenancy under the grounds set out in schedule 3 to the Housing Act 1985 or in schedule 14 to the Localism Act 2011, which includes but is not limited to the following circumstances:</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.

<p>with the tenancy of another tenant of the Council, a housing association or of another local Council, but you must get the Council's agreement in writing first. We cannot refuse permission unless it is for a reason set out in Schedule 3 to the Housing Act 1985 or in schedule 14 to the Localism Act 2011 (such as rent arrears or either of the homes would be overcrowded following the swap).</p> <p>11.19 If you exchange without getting our written permission, we will take legal action to evict you and you will not be able to return to your original home.</p> <p>For more information see the tenant factsheet on 'Exchanging Your Home'.</p> <p>Introductory tenants do not have this right to transfer or to swap or exchange their home or the tenancy of it.</p>	<p>a. The council has started possession proceedings against you. This includes serving you with a Notice of Seeking Possession.</p> <p>b. The property has been adapted for a person with disabilities and there would no longer be a person with disabilities living there.</p> <p>c. The size of the property is not reasonably suitable to the needs of the proposed assignee and their household.</p> <p>This is not a full list.</p> <p>22.7 If you assign your tenancy without the council's permission you will be in breach of your Tenancy Agreement and the council will take court action to terminate the tenancy.</p> <p>22.8 If you are a joint tenant, you cannot assign the tenancy to another family member if they are not the other existing joint tenant.</p> <p>22.9 In the event of a relationship breakdown, a court can order the transfer of the tenancy from one person to another. This is in relation to both sole tenancies and joint tenancies. If you are involved in a relationship breakdown, it is recommended that you seek your own independent legal advice.</p>		
<p>5.26 Your right to exchange (swap) your tenancy</p> <p>In certain circumstances, you have the right to swap the tenancy of your home with that of another tenant of social housing or give up your tenancy and then be granted a new tenancy of another social housing property. In either case you must request our written</p>		Removed	This is covered in the above section

<p>permission and we can only refuse to allow you to swap your tenancy or your property on certain grounds set out in law.</p>			
<p>5.27 Your right to buy your home You may have the right to buy your home For more information contact us or see the factsheets on: 'Your right to buy your home'.</p>	<p>24.2 Existing secure tenants will normally have the Right to Buy the freehold or leasehold of their home from the council after they have been a tenant for a period of qualifying years as defined by statute.</p> <p>24.3 Introductory Tenants do not have the Right to Buy their home during the period of their Introductory Tenancy, but their period of introductory tenancy will count towards the qualifying years.</p> <p>24.4 Some tenants do not have the Right to Buy by law. This includes Sheltered Housing tenants and tenants of certain adapted properties.</p> <p>24.5 Secure tenants against whom the council have obtained either a Suspended Possession Order, a Postponed Possession Order or a Demotion Order do not have the Right to Buy.</p> <p>24.6 The council can obtain a Court Order from the court suspending the Right to Buy your home if you have breached the terms of this Tenancy Agreement</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>5.28 Your right to make improvements You may make changes to or improve your home as long as you first get our written permission. We may, as a condition of giving you permission, ask you to promise to restore your home to its original state at the end of the tenancy. Any gas or electrical or building work must be carried out by a qualified and competent contractor and must be inspected</p>	<p>9.1 You must obtain our prior written permission before carrying out any alterations, improvements or structural work to the property. Permission must be obtained in writing.</p> <p>9.9 Any gas, electrical or building work must be carried out by a suitably qualified and competent contractor. If we contact you and ask to inspect the work, you must provide access for an inspection. If we</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.

<p>by us. If we think any improvement work is not safe or does not meet Planning, Building control or other regulations, we may ask you to immediately put your home back to the condition it was in before you did the work. Alternatively, we may carry out work to put the problem right and charge you the cost of this. You will be responsible for the on-going maintenance of any such improvements.</p>	<p>consider that any work that has been carried out is not safe and/or does not meet Planning, Building Control or other regulations, we will ask you to stop work immediately. In these circumstances, we may ask you to rectify the works that are not safe and/or do not meet Planning, Building Control or other regulations or we may carry out work to put the problem right and re-charge you the cost of this.</p>		
<p>5.29 Your right to compensation You have the right to claim compensation for certain improvements that you have made to your home after 1 April 1994 and for which you have our written permission. You can only apply for compensation for some improvements. Contact us for more details. If you are an introductory tenant, you do not have the right to make alterations, additions or improvements to your home, to buy your home or the right to exchange your home or tenancy.</p>	<p>9.14 You have a right to re-claim improvement costs for certain improvements that you have made to your home after 1st April 1994 and for which you have obtained our written permission. Contact us for more details.</p>	<p>Wording change</p>	<p>The wording of this clause has been shortened for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.30 Your right to repair You have the right to have certain minor repairs done quickly, if the repair may affect health, safety or security. This is called Your right to repair. Under the right to repair scheme, you can claim compensation (up to the maximum agreed by law) if we do not complete the repairs within the set time period. Find out what repairs are included - see the tenant factsheet on 'How to report a repair'. For further information about repairs also see section 7.</p>	<p>8.19 You have the right to have certain urgent minor repairs done quickly, if the repair may affect health, safety, or security. This is called your Right to Repair. Under the Right to Repair scheme, you can claim compensation (up to a maximum agreed by law) if we do not complete the repairs within the set time period.</p>	<p>Wording change</p>	<p>The wording of this clause has been shortened for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

<p>5.31 You have the right to information and consultation</p> <p>We will consult you about any decisions to do with managing or maintaining housing, if these decisions are likely to have a major effect on your home or tenancy.</p> <p>You also have the right to information about:</p> <ul style="list-style-type: none"> the conditions of your tenancy Our responsibilities for carrying out repairs Our policies about consulting you, offering you a home or transferring your tenancy Any proposal to transfer housing stock to a new landlord, and Rent setting and how the money is spent 	<p>26.2 We will discuss with you any decisions to do with managing or maintaining the council's housing stock if these decisions are likely to have a significant effect on your home or tenancy. For example, we will ask your views about modernisation or improvement work that is planned for your home or your area.</p> <p>26.3 You have the right to information about the following:</p> <ul style="list-style-type: none"> • The conditions of your tenancy. • Our responsibilities for carrying out repairs. • Our policies about offering you a home or transferring your tenancy. • Any proposal to transfer housing stock to a new landlord, and • Rent setting and how the money is spent. 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.32 Your right to manage your home</p> <p>In certain circumstances, we may give a group of tenants the right to manage their homes as long as they meet certain conditions. You can ask us for more information about this.</p>	<p>Your right to manage your home:</p> <p>6.60 In certain circumstances, a group of leaseholders may have the right to form a management group if they meet certain conditions. You can ask us for more information about this.</p> <p>6.61 In certain circumstances, tenants can exercise their right to manage if certain conditions are met. You can ask us for more information about this.</p>	<p>Changed slightly and split across 2 points for clarification /better understanding</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>5.33 Access your file</p> <p>You have the right to see the information we hold about you and your tenancy, rent payments and application for alternative housing. You cannot see information about other people. If you want to see your file</p>	<p>Access to your file & information</p> <p>27.8 You have the right to see the information we hold about you and your tenancy, rent payments and application for alternative housing. You cannot see information about other people.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of</p>

<p>please ask your housing officer. We must let you know within 40 days what information we hold and let you have a copy. We can charge a small fee for checking our records.</p>	<p>27.9 If you want to see your file please ask your Housing Officer. We must let you know within 40 days what information we hold and let you have a copy. We can charge a small fee for checking our records.</p>		<p>the tenant or the Council.</p>
<p>5.35 You have the right to see our rules for deciding who gets offered a Council home.</p> <p>You have the right to a free copy of a short summary of these rules - ask your Housing Officer.</p>	<p>27.11 You have the right to see our rules for deciding who gets offered a council home.</p>	<p>Rules are on the website under the allocations scheme. The right to see a summary of these rules is not a tenancy right, it's a right for anyone.</p>	<p>The wording of this clause has been shortened for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>6.1 Paying rent and service charges is one of your most important responsibilities. Your rent and service charges are due every Monday and you must pay them on time or in advance. Rent is due from the date on page number 39 of this Agreement.</p> <p>There are occasional ‘free’ weeks when no rent is charged. If you owe us rent (called arrears) you must continue to pay your rent in these free weeks.</p>	<p>5.3 Paying rent and service charges is one of your most important responsibilities. Your rent and services charges are due every week and you must pay them on time or in advance. Rent is due from the date on page number 39 of this Agreement. If you have difficulty paying your rent, you should contact the Rents Team immediately.</p> <p>5.5 There are occasional “free” weeks when no rent is charged. If you owe us rent (called arrears) you must continue to pay your arrears in these free weeks.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to say that your rent and services charges are due every week.</p>
<p>6.2 If you do not pay your rent or other charges, or if you pay it persistently late, we will go to Court to ask for you to be evicted</p>	<p>5.6 If you do not pay your rent or any other monies owed to us, including service charges, or if payments are persistently late, we will go to Court to ask for you</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does</p>

<p>from your home. The Court may also order you to pay our costs.</p>	<p>to be evicted from your home. We will also ask the court to order you to pay our costs.</p>		<p>not affect the rights or responsibilities of the tenant or the Council.</p>
<p>6.4 If this is a joint tenancy, each named tenant is jointly responsible for paying the whole rent and any other payments due (arrears, rechargeable repairs and/or Service charges)</p>	<p>5.8 If this is a Joint tenancy, each joint tenant is jointly responsible for paying the whole rent and any other payments due (arrears, chargeable repairs and/or Service charges).</p>	<p>Wording change</p>	<p>The wording 'each named tenant' is changed to 'each joint tenant' for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>6.7 Your rent We can increase or decrease your rent at any time. We must tell you, in writing, at least 4 weeks before any rent change.</p>	<p>5.1 We are responsible for setting your rent. The amount of rent you pay depends on the size, type, and location of your home. We can increase or decrease your rent at any time. We must tell you, in writing, at least 4 weeks before any rent change.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>6.9 You will be responsible for paying a reasonable charge for officer time in relation to continuous missed appointments, out of hours call outs and for a gas forced entry appointment even if you are there when we attend.</p>	<p>11.4 You must allow us into your home to carry out this gas safety check. This is a health and safety requirement. If you refuse us entry, you agree that we may make forcible entry, providing we have given you reasonable opportunity to let us in voluntarily. If we gain entry by force, you are liable for any costs the Council might incur and these will be recovered from you by way of a recharge. You will also be responsible for paying a reasonable charge for officer time in relation to a gas forced entry appointment even if you are there when we attend. We may also apply to evict</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>

	you for repeatedly failing to allow us access to your home.		
6.10 Service charges We can introduce new services which you will have to pay for. These will be charged in addition to your rent and will be collected as part of your rent. We must tell you in writing at least 4 weeks before we do this.	5.2 We are responsible for setting your service charges. We can introduce new services which you will have to pay for. These will be charged in addition to your rent and will be collected as part of your rent. We must tell you in writing at least 4 weeks before we do this. We can also introduce Service charges for services that you already receive. These will be charged in addition to your rent and will be collected as part of your rent. We must tell you in writing at least 4 weeks before we do this.	Wording and moved to 5.2	The wording of this clause has been altered for clarity and to make it clear that the council has the ability to introduce service charges for services you already receive. This change does not affect the rights or responsibilities of the tenant or the Council.
6.11 We can introduce Service charges for services that you already receive. These will be charged in addition to your rent and will be collected as part of your rent. We must tell you in writing at least 4 weeks before we do this.	5.2 We are responsible for setting your service charges. We can introduce new services which you will have to pay for. These will be charged in addition to your rent and will be collected as part of your rent. We must tell you in writing at least 4 weeks before we do this. We can also introduce Service charges for services that you already receive. These will be charged in addition to your rent and will be collected as part of your rent. We must tell you in writing at least 4 weeks before we do this	Wording change	As above
Section 7 - REPAIRS, MAINTENANCE AND IMPROVEMENTS	6 Your rights and responsibilities 8 Repairs	Wording	
7.1 You have the right to have certain repairs carried out to your home. You must tell us	8.19 You have the right to have certain urgent minor repairs done quickly, if the repair may affect health,	Wording change	The wording of this clause has been

<p>when repairs need doing, as you, and we, are both responsible for looking after your home properly.</p> <p>For more information see the tenant factsheet on 'Looking after your Home'.</p>	<p>safety, or security. This is called your Right to Repair. Under the Right to Repair scheme, you can claim compensation (up to a maximum agreed by law) if we do not complete the repairs within the set time period.</p>		<p>altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Your Responsibilities</p> <p>7.2 You must keep the interior of your home in good condition. This means carrying out any small repairs that are needed, such as unblocking sinks, replacing internal door handles, etc. You must also keep your home adequately heated and ventilated so as to prevent condensation.</p>	<p>6.9 You must keep the interior of your home in a good clean condition.</p> <p>6.11 You are responsible for carrying out small repairs that are needed in your home such as unblocking sinks and replacing internal door handles, etc.</p>	<p>Split across 2 points</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>7.3 You are responsible for decorating the inside of your own home and for repairing and maintaining your own equipment (such as your washing machine).</p>	<p>6.10 You are responsible for decorating the inside of your own home.</p> <p>6.12 You are responsible for installing, repairing and maintaining your own white goods such as your washing machine, fridge and oven. Any such installation, repairs and maintenance must be carried out to an adequate and competent standard. If damage is caused to the property and/or damp or mould growth occurs in the property as a result of white goods that you have not ensured have been installed correctly, you agree that the council can recharge you for the cost of any work it has to carry out as a result.</p>	<p>Wording expanded for clarity/clari fication</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>7.4 You are responsible for repairing and maintaining any improvements you have made yourself or taken responsibility for. The improvement you have made yourself or taken responsibility for may result in an increase in rent.</p>	<p>9.10 You are responsible for repairing and maintaining any improvements you have made yourself or taken responsibility for. The improvement you have made yourself or taken responsibility for may result in an increase in rent.</p>	<p>Wording expanded for clarity/clari fication</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights</p>

<p>increase in rent. If you do not maintain your improvements (including sheds and outbuildings) and they become a risk to health and/or safety or are detrimental to the maintenance of our property, we will tell you to remove the improvement and return the property to its original state. If you do not do this, we will do the work and charge you for it.</p>	<p>9.11 If you do not maintain your alterations, improvements and/or additions (including sheds and outbuildings) and they become a risk to health and/or safety and/or are detrimental to the maintenance of our property, we will tell you to remove the addition, improvement or alteration. If you do not do this, we can do the work and re-charge you for it.</p>		<p>or responsibilities of the tenant or the Council</p>
<p>7.5 If you ask us to leave in place any alteration, improvement or any other structure left by the previous tenant, for example a shed, garden pond, greenhouse, and if your request is granted, the responsibility for maintaining them will be yours.</p>		<p>Removed</p>	<p>This is for new tenants when they move in via an offer. The effect of the removal of this clause is that it will not be an available option to an incoming tenant to have the previous tenant's alterations or improvements left in place - all alterations will be removed from homes before a new tenant signs up</p>
<p>7.6 You can request that we take over responsibility for the repair and maintenance of your improvements. If we agree, we will increase your rent to cover the cost of this.</p>	<p>9.12 You can request that we take over responsibility for the repair and maintenance of your improvements, additions or alterations. If we agree, we will increase your rent to cover the cost of this.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and includes tenant additions and alterations.</p>
<p>7.7 Gas cookers and hobs are your responsibility to instal through a registered</p>	<p>6.12 You are responsible for installing, repairing and maintaining your own white goods such as your</p>	<p>Wording change</p>	<p>The wording of this clause has been</p>

<p>provider. You are responsible for getting a gas safety check by a Gas Safe-registered contractor on any appliance you own.</p>	<p>washing machine, fridge and oven. Any such installation, repairs and maintenance must be carried out to an adequate and competent standard. If damage is caused to the property and/or damp or mould growth occurs in the property as a result of white goods that you have not ensured have been installed correctly, you agree that the council can recharge you for the cost of any work it has to carry out as a result.</p>		<p>altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Allowing us to have access to your home.</p> <p>7.8 You must give us, including contractors acting on our behalf, reasonable access to your home to carry out any repairs, servicing or inspections, for which this Agreement, or the law, makes us responsible, or to do any other repairs or improvement work to your property or adjoining properties.</p>	<p>10.1 You must give us, including contractors or operatives acting on our behalf, access to your home to carry out any repairs, servicing, meter readings, inspections or other works where we consider it necessary upon being given reasonable notice. Reasonable notice is normally no less than 5 days except in situations that the council consider to be urgent and/or an emergency situation</p> <p>10.7 You must allow our employees including contractors or operatives acting on our behalf into your property if we need to carry out work to an adjoining property, and where there is no other reasonable means of access.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>7.9 We will normally give you at least 24 hours' notice if we need to visit your home to carry out an inspection or any repairs or improvement work. If you refuse to allow us in, we may instead get a Court Order and you may be charged for our costs.</p> <p>You may also have to pay to us the cost of any visits by contractors where you fail to keep an appointment that has been made.</p>	<p>10.1 You must give us, including contractors or operatives acting on our behalf, access to your home to carry out any repairs, servicing, meter readings, inspections or other works where we consider it necessary upon being given reasonable notice. Reasonable notice is normally no less than 5 days except in situations that the council consider to be urgent and/or an emergency situation</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

	10.10 You may also have to pay to us the cost of any visits by contractors where you fail to keep an appointment that has been made.		
7.10 In an emergency we may need to get into your home immediately. Where there is no-one at your home to let us in, you agree that we may force our way in if needed, and you agree that you may be charged for all associated costs in relation to works that are carried out.	<p>10.1 You must give us, including contractors or operatives acting on our behalf, access to your home to carry out any repairs, servicing, meter readings, inspections or other works where we consider it necessary upon being given reasonable notice. Reasonable notice is normally no less than 5 days except in situations that the council consider to be urgent and/or an emergency situation</p> <p>10.2 When access to your property is required, we will usually give you written notice except in the case of an urgent or emergency situation as defined below</p> <p>10.3 In the event that we need access to your property to deal with an urgent or emergency situation and access is not provided, you agree that we may make forcible entry. In these circumstances the council reserve the right to charge you for all associated costs incurred in gaining entry and carrying out works.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
7.11 An emergency for the purposes of 7.10 above is a situation that puts someone's health, or life or a property in danger. Example of emergencies when we may need immediate access to your home include: Fire or flood A gas or water leak If we think somebody may be injured, or If the structure of your home or adjoining property is dangerous This is not a full list.	<p>10.4 The following circumstances are what the council consider to be urgent and/or an emergency situation which will necessitate a forceable entry:</p> <ul style="list-style-type: none"> A) Fire or flood, and/or B) Gas or water leak, and/or C) If we think that the gas and/or electricity installation in your property is in a dangerous condition and may pose a health and safety risk to yourself or others, and/or D) If we have a serious welfare or safeguarding concern about a person at the property and/or if we think someone may be injured, and/or 	Wording change	The re-wording of this clause has the effect of allowing the council to force entry into a property for a wider range of urgent reasons as set out in the proposed new clause.

	<p>E) If we think the structure of your home or adjoining property is dangerous and may pose a health and safety risk to yourself or others, and/or</p> <p>F) If we think there is an infestation in the property, and/or</p> <p>G) If we think that there is an animal(s) in the property that is suffering and the RSPCA are unable to force entry, and/or</p> <p>H) If we need to carry out an annual gas safety inspection.</p>		
7.12 We are legally responsible for making sure that gas appliances (except ones you are entitled to remove), gas pipe work, and flues are in a safe condition. We will do this in an annual gas safety check.	11.1 We are legally responsible for making sure that gas appliances (except gas cookers), gas pipe work and flues are in a safe condition. The checks we carry out are for gas and carbon monoxide leaks. We will do this in an annual gas safety check.	Wording change	The wording of this clause has been altered for clarity - to include the words 'gas cooker' and to explain what checks are done in the Gas Safety Check.
7.13 You must allow us into your home to carry out this gas safety check. This is a health and safety requirement. If you refuse us entry, you agree that we may make forcible entry, providing we have given you reasonable opportunity to let us in voluntarily. If we gain entry by force, you are liable for any costs the Council might incur and these will be recovered from you by way of a recharge. We may apply to evict you for repeatedly failing to allow us access to your home.	10.5 You must allow us access to carry out an Electrical Installation Condition Report in line with current legal regulations. This is a health and safety requirement. You will receive reminders from us to book your electric check. Upon receipt of these you must book it. If you fail to book the check and/or allow us access to carry out this check, you agree that we may make forcible entry, providing we have given you reasonable opportunity to let us in voluntarily. If we gain entry by force, you are liable for any costs the Council might incur and these will be recovered from you by way of a recharge. You will also be responsible for paying a reasonable charge for officer time in relation to this forced entry appointment even if you are there when we attend. We may also apply to evict	Wording change	The wording of this clause has been altered for clarity and to reflect the The proposed new clause 10.5 is a brand new term specifically about tenants being required to give access for an Electrical Safety check (EICR) which the council needs to do to comply with

	<p>you for repeatedly failing to allow us access to your home</p>		<p>current standards and its obligations. current legal position. This change does not affect the rights or responsibilities of the tenant.</p>
7.14 To reduce the risk of Legionella bacteria occurring in your property, it is your responsibility to clean, disinfect and descale any showerhead at least every 6 months. In addition any little used outlets (e.g. taps, etc) must be flushed for at least 2 minutes when they have not been used for more than 1 week.	6.13 You must clean, disinfect, and descale any showerhead at least every 6 months. In addition, you must flush any little used outlets (e.g. taps, etc.) for at least 5 minutes when they have not been used for more than 1 week to reduce the risk of Legionella bacteria occurring in your home.	Wording change	The wording of this clause has been altered for clarity and the time of 2 minutes has been changed to 5 minutes.
<p>Getting permission for repairs and alterations</p> <p>7.15 With the exception of painting and decorating, you must not carry out alterations or additions either inside or outside your home without first obtaining our written permission.</p>	9.1 You must obtain our prior written permission before carrying out any alterations, improvements or structural work to the property. Permission must be obtained in writing.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
7.16 Examples of additions or alterations where you need our written permission include: aerials, conservatories, driveways, fences, garages, garden ponds, greenhouses, hard-standing for vehicles, outbuildings, satellite dishes, surveillance equipment and shed. <i>This is not a full list.</i>	<p>9.2 Examples of additions, improvements or alterations where you need our written permission include:</p> <p>Kitchens</p> <p>Bathrooms</p> <ul style="list-style-type: none"> • External Painting and Decoration • Aerials • Conservatories • Driveways 	Wording change	The wording of this clause has been altered for clarity. More examples are listed.

	<ul style="list-style-type: none"> • Fences • Garages • Garden ponds • Greenhouses • Hard standing for vehicles • Outbuildings • Satellite dishes • Sheds • Doorbells <p>This is not a full list.</p>		
<p>7.17 We may refuse permission if there is a good reason and will tell you why. We may give permission, but subject to some conditions that you must keep to.</p>	<p>9.3 If we refuse permission, we will tell you why. If we give permission, it may be subject to some conditions that you must comply with.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>7.18 If you fail to obtain written permission before you carry out any additional alterations, we may (by giving you a reasonable period of time) ask you to return the property to its original state. If you don't do this, we may do the works and charge you for it. You must obtain our written permission before you carry out any gas or electrical work at your home. This work must only be carried out by a qualified and competent contractor and inspected by us. If you fail to do this, you will be asked to put this right within a specified time frame and, if you</p>	<p>9.13 If you carry out any improvements, additions or alterations without obtaining our prior written permission, we may ask you to return the property to how it was when your tenancy commenced and if you do not do this, we can take steps to do the work and re-charge you the costs of doing so. We can also take legal action against you for breaching your Tenancy Agreement. This includes seeking a Court Order against you compelling you to remove the unauthorised improvements, additions or alterations.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

don't do this, we will do the works and charge you for it.			
<p>7.19 Before you start work, you must also make sure you get any Planning or Building regulations approval that you need. If you don't get our written agreement and necessary approvals, we may tell you to return the property to how it was before. If you fail to do so, we may do the work and charge you for it.</p> <p>For more information see the tenant factsheet on 'When and how to Request permission'.</p>	<p>9.6 You may need to obtain other permissions such as planning permission or building regulations approval. It is your responsibility to establish whether you need planning permission or building regulations approval and obtain it.</p>	Wording change	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>7.20 If you have made improvements with our permission, then you may be entitled to compensation when you move out. Contact us for more information.</p> <p><i>If you are an Introductory tenant, you do not have the right to make alterations, additions or improvements to your home.</i></p>	<p>9.14 You have a right to re-claim improvement costs for certain improvements that you have made to your home after 1st April 1994 and for which you have obtained our written permission. Contact us for more details.</p>	Wording change	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Repairs we will charge you for</p> <p>7.21 You are responsible for meeting the costs of repairing any damage to your home, its fixtures or fittings or any communal area or Council property, caused by you or the actions of others living or visiting you. The damage could be caused either accidentally or deliberately (e.g. smashed windows) or by your own neglect (e.g. by not reporting a leak).</p>	<p>8.13 You are responsible for meeting the costs of repairing any damage to your home, its fixtures or fittings or any area shared or Council property, caused by you or by the actions of others living with or visiting you. The damage could be caused either accidentally or deliberately (e.g. smashed windows) or by your own neglect (e.g. by not reporting a leak).</p>	Wording change	<p>The wording of this clause has been slightly altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

<p>7.22 We have the discretion to decide whether we will carry out the work (and recharge you) or you will carry out the work at your cost.</p>	<p>8.14 The council has the discretion to decide whether it will carry out the work and recharge you or require you to carry out the work at your cost.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>7.23 If we carry out the work, we will charge you the costs of: repairing any damage to your home or communal area replacing any Council property you have destroyed or damaged</p>	<p>8.15 If we carry out the work, we will charge you the costs of: Repairing any damage to your home and/or shared areas. Replacing any Council property you have destroyed or damaged.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>7.24 We will also charge you any costs we have to pay as a result of you breaking this Tenancy Agreement.</p>		<p>Removed</p>	<p>Effect is that this clause is proposed to be removed from the revised Tenancy Agreement</p>
<p>Carrying out major repairs to your home</p> <p>7.26 If your home needs major repairs and you have to move out so we can do the work, we will offer you a suitable home. This may be on a temporary or permanent basis. If we offer you temporary accommodation, you must move into it when we ask and return to your home when we have done the repairs.</p>	<p>Carrying out major repairs to your home</p> <p>8.17 If your home needs major repairs and you have to move out so we can do the work, we will offer you a suitable alternative home. This may be on a temporary basis or on a permanent basis.</p> <p>8.18 If we offer you temporary accommodation, you must move into it when we ask and return to your home when we have done the repairs. If you do not return to your home following the completion of the works, we will take legal action against you.</p> <p>.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

<p>Solar Panels</p> <p>7.27 We may install a Solar Panel system at your home and retain it there. The inverter is usually installed in your loft space which means that we may need access to your loft space from time to time.</p> <p>We may, at any time, alter the Solar Panel System or remove it from your home either permanently or for a period of time.</p> <p>If the Solar Panel system, or any part thereof, fails and becomes uneconomic to repair or replace, the Solar Panel system can be left in place until it is economic to repair or replace or the Solar Panel system is removed.</p>	<p>Solar Panels</p> <p>7.1. If there are solar panels installed at your home, the following conditions must be complied with:</p> <ul style="list-style-type: none"> a) You must not cause any damage to or interfere with the Solar Panel system (including any cables) b) You must ensure that trees or vegetation at your home do not grow so that they overshadow the Solar Panel system. If you become aware of any tree or vegetation overshadowing the Solar Panel system, you must let us know as soon as you are aware. c) You must ensure that nothing is constructed or erected at your home which overshadows the Solar Panel system. d) You must tell us as soon as you are aware of any damage to either the Solar Panel system or part of your home to which it is attached or in which it is contained. <p>7.2. You will be liable to pay us any reasonable costs that we incur to rectify any damage to the Solar Panel system caused by you, members of your household or visitors to your home or any damage caused by your failure to report any damage, disturbance and/or overshadowing to the Solar Panel System of which you are reasonably aware.</p> <p>7.3 We may, at any time, alter the Solar Panel System or remove it from your home either permanently or for a period of time.</p> <p>7.4 If the Solar Panel system, or any part thereof, fails and becomes uneconomic to repair or replace, the Solar Panel system can be left in place until it is economic to repair or replace or the Solar Panel system is removed. The decision of how to proceed will be that of the council.</p>	<p>Wording change</p>	<p>The effect of these proposed amendments are that tenants who have or will have solar panels fitted in their properties have additional responsibilities in respect of looking after the panels.</p>
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	<p>7.5 We may install a Solar Panel system at your home and retain it there. The inverter is usually installed in your loft space which means that we may need access to your loft space from time to time. You must allow both internal and external access to your home and/or garden to any of the council's officers, employees, or agents to install the inverter and/or carry out maintenance and/or checks on it and/or the Solar Panel System. We will give you reasonable notice that access is required.</p>		
<p>7.28 If you apply to buy your home and you wish to continue to receive the electricity generated by the Solar Panel system, the cost of purchasing your home will take into consideration the costs of the equipment and the length of time it has been installed.</p>		Removed	
<p>7.29 You must allow us (and our employees or contractors acting on our behalf) access at reasonable times and following reasonable notice to install, maintain, repair, replace or undertake other works to, or inspect the condition of the Solar Panel system and to take meter readings.</p> <p>You must not cause any damage to or interfere with the Solar Panel system (including any cables) and will pay us any reasonable costs for any damage to the Solar Panel system by you, members of your household or visitors to your home.</p> <p>You must ensure that trees or vegetation at your home do not grow so that they overshadow the Solar Panel system.</p>	<p>7.1 If there are solar panels installed at your home, the following conditions must be complied with:</p> <ul style="list-style-type: none"> a. You must not cause any damage to or interfere with the Solar Panel system (including any cables) b. You must ensure that trees or vegetation at your home do not grow so that they overshadow the Solar Panel system. If you become aware of any tree or vegetation overshadowing the Solar Panel system, you must let us know as soon as you are aware. c. You must ensure that nothing is constructed or erected at your home which overshadows the Solar Panel system. d. You must tell us as soon as you are aware of any damage to either the Solar Panel system or part of your home to which it is attached or in which it is contained. 	Wording change	<p>The effect of these proposed amendments are that tenants who have or will have solar panels fitted in their properties have additional responsibilities in respect of looking after the panels.</p> <p>The wording of this clause has been altered for clarity.</p>

<p>You must ensure that nothing is constructed or erected at your home which overshadows the Solar Panel system.</p> <p>You must tell us as soon as you are aware of any damage to either the Solar Panel system or part of your home to which it is attached or in which it is contained.</p>			
Section 8 LIVING IN AND AROUND YOUR HOME	<p>6 Your rights and responsibilities 12 Flooring 16 Garden & shared gardens 17 Fences/Boundaries 18 Parking and Vehicles</p>	Now under multiple different sections	Changed for clarity
<p>8.1 We expect you (and anyone living with you or visiting you, including children) to act in a reasonable way at all times, and respect your home, the area around your home, and your neighbours</p>	<p>14.1 You are responsible for the behaviour of every person (including children) living in or visiting your home. This responsibility applies to behaviour inside your home, in communal/shared/shared areas (stairs, lifts, entrance halls, pathways, shared gardens, parking areas, etc.) and in the neighbourhood around your home.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
<p>8.2 You must live in the property as your only or main home. If you are a joint tenant, one of the joint tenants must live in the property as their only or main home.</p>	<p>6.2 Living in the property as your only or main home:</p> <p>a. You must live in the property as your only or main home. If you are a Joint tenant, one of the Joint tenants must live in the property as their only or main home.</p> <p>b. If you move out of your property and allow someone else to live there, you will no longer be a secure tenant. We can take action to recover</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council

	possession of the property by serving a Notice to Quit and taking further action as the Council considers necessary.		
8.3 You must tell us if you are going away from your home for more than 28 days and you must give your Housing Officer an address and telephone number they can contact you on.	<p>6.2</p> <p>C You must tell Tenant Services if you are going to be away from your home for more than 28 days and you must also give Tenant Services an address and telephone number, they can contact you on in case of an emergency. If you do not do so, we may think that the property has been abandoned and take action to recover possession of it.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
8.4 You must allow us access to carry out a regular inspection of the property in order for us to complete our housing management responsibilities and to ensure you are complying with the conditions contained in this Tenancy Agreement. Part of the inspection will be to check the number of persons residing in your home and to check that the legal tenant is in occupation and to record the condition (internal and external) of all parts of the property. This will be undertaken through a combination of inspection forms, photographs, recordings.	<p>6.51 You must allow us access to carry out regular inspections of the property (known as Tenancy Audit Visits) in order for us to satisfy our housing management responsibilities and to ensure you are complying with the conditions contained in this Tenancy Agreement.</p> <p>6.52 Part of the inspection will be to check the number of persons residing in your home and to check that the legal tenant is in occupation and to record the condition (internal and external) of all parts of the property. This will be undertaken through a combination of inspection forms, photographs, and recordings.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
8.5 As part of the visit you must provide proof	6.53 As part of the visit you must:	Wording change	The wording of this clause has been

<p>A) Of your identity and of anyone living with you (such as driving licence or passport)</p> <p>B) That you are living at the property.</p>	<p>provide proof (preferably photographic proof) of your identity and of anyone living with you (such as driving licence or passport).</p> <p>evidence that you are living at the property.</p> <p>6.55 You agree that we may take a photograph of any identification that you provide.</p>		<p>altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Your rights</p> <p>8.6 You have the right to live peacefully in your home, without us interfering, as long as you keep this agreement and respect the rights of others.</p>	<p>Your rights and responsibilities</p> <p>6.1 Your right to live in the property:</p> <p>Save in exceptional circumstances, you may live in the property without interference from us as long as you, your household and/or your visitors (including children) comply with and do not break any of the conditions set out in this Agreement and respect the rights of others.</p> <p>If any of your tenancy conditions are broken, we can take legal action against you which could include applying to the court to end your tenancy.</p>	<p>Wording</p>	<p>Wording change</p> <p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Looking after your home</p> <p>8.8 You must immediately report to us any faults and repairs we are responsible for.</p>	<p>8.1 You must immediately report to us any faults and repairs we are responsible for. When contacting us about a repair you think we may be responsible for, you must describe the problem, where it is and how long it has been there.</p>	<p>Removed</p>	
<p>8.9 You must keep the following areas in a reasonable condition:</p> <p>The inside of your home, including the decoration inside your home</p>	<p>8.10 You are responsible for carrying out the following activities:</p> <ul style="list-style-type: none"> Bleeding radiators. 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity.</p>

Your garden and other outside areas Any garage or other outbuildings, (such as sheds and greenhouses) which belong to you	<ul style="list-style-type: none"> • Cleaning and removing limescale from baths, sinks, basins, and showerheads. • Lubricating hinges and locks. • Adjusting internal doors when you have new carpets fitted. • Cleaning windows and glass • Decorating the interior of your home (except in circumstances where decorations have become damaged due to repair issues for which the council are responsible) <p>16.1 You must keep your garden well-maintained at all times.</p> <p>16.2 You are responsible for maintaining all parts of your garden and outside areas including pathways, drives, sheds, garage, greenhouses, outbuildings, grass, plants, bushes, hedges, and trees (including any of these that were present when your tenancy started as well as anything you have installed or planted yourself).</p>		This change does not affect the rights or responsibilities of the tenant or the Council
Inside your home		Removed	
Flooring	Flooring	Now 12.1	
8.11 We will generally grant permission if you live in a house which is detached, terraced, semi detached or in a ground floor maisonette.	12.2 We will generally grant permission if you live in a house, bungalow or in a ground floor flat or ground floor maisonette and we are satisfied that there will be no nuisance caused to others as a consequence and there will be no asbestos risk caused by the removal of old floor tiles. There may be other grounds for refusing permission.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
8.12 If you live in a flat we will generally refuse permission for noise nuisance reasons	12.2 We will generally grant permission if you live in a house, bungalow or in a ground floor flat or ground	Wording change	The wording of this clause has been

<p>or in cases where properties have asbestos tile flooring. There may be other grounds for refusing permission.</p>	<p>floor maisonette and we are satisfied that there will be no nuisance caused to others as a consequence and there will be no asbestos risk caused by the removal of old floor tiles. There may be other grounds for refusing permission.</p>		<p>altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>8.13 We may withdraw permission if, at any time, your floor coverings cause noise nuisance to your neighbours, and you will be required to remove the flooring and cover it with underlay and carpet. If you are unable to do this we may be able to do this for you but you will be recharged for the cost of the work.</p>	<p>12.3 We reserve the right to withdraw permission if, at any time, your floor coverings cause noise nuisance to your neighbours. If we withdraw permission, you must remove the flooring and lay underlay and carpet or cushioned vinyl. If you are unable to do this we may be able to do this for you. If we do, you will be recharged for the cost of the work.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>8.14 You must not use adhesives (glue) to secure floor covering. If you do, we will charge you the cost of removing the floor covering if we need to do any repairs. It will be your responsibility to replace the floor coverings on completion.</p>	<p>12.4 You must not use adhesives (glue) to secure floor covering(s). If we have to carry out any repairs that requires the removal of the floor covering(s), we will remove the floor covering(s) and charge you the cost. It will be your responsibility to replace the floor coverings on completion of any repairs</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>8.15 If we are carrying out work to your home that means any laminate or wooden flooring needs to be removed (whether installed by you or not) you will be responsible for removing and re-installing it. If you are unable to do this we may be able to do this for you but you may be recharged for the cost of the work.</p>	<p>12.5 If we are carrying out work to your home that means any flooring needs to be removed (whether installed by you or not) you will be responsible for removing and re-installing it. If you are unable to do this we may be able to do this for you but you may be recharged for the cost of the work.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>8.16 If we need to remove the flooring ourselves, we will not be responsible for any damage to the floor.</p>	<p>12.6 If we need to remove the flooring ourselves, we will not be responsible for any damage to the floor.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does</p>

If you are an introductory tenant, you do not have the right to make alteration, additions or improvements to your home, including laying laminate or wooden flooring.			not affect the rights or responsibilities of the tenant or the Council
Lofts			
8.17 If we require access to your loft space, you must remove your belongings to allow us to carry out our inspection, repair or improvement. If you don't do this and we have to carry out the work you will be recharged for the cost.		Removed	
8.18 At the end of your tenancy you must remove all of your belongings from the loft space. If you don't do this, and we have to carry out the work, you will be recharged the cost.	25.12 At the end of your tenancy you must: Leave your home so we can take possession of it. Leave your home, including the loft and garden, clean and tidy. Remove all your belongings and furniture. Remove all rubbish, and Remove your pets.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
Keeping your garden tidy	Responsibility for your own garden and outside areas.	Wording change	
8.19 You must keep your garden or balcony (if you have one) in a tidy and good condition. This includes cutting grass. Pruning hedges, shrubs and trees to a manageable height. You are responsible for the maintenance of any tree(s) within the boundary of your property.	16.1 You must keep your garden well-maintained at all times.		Reduced wording but the detail has been put into other clauses.

Trees must be maintained to prevent loss of light or damage to property.			
8.20 You must maintain your garden (or balcony) so as not to endanger the health and safety of other people or cause damage to any property (including pipes, drains or cables)	16.2 You are responsible for maintaining all parts of your garden and outside areas including pathways, drives, sheds, garage, greenhouses, outbuildings, grass, plants, bushes, hedges, and trees (including any of these that were present when your tenancy started as well as anything you have installed or planted yourself).	Wording change	The wording of this clause has been altered for clarity. Also, some of the wording has been set out in the newly proposed clause 16.3 which is set out below. This change does not affect the rights or responsibilities of the tenant or the Council
8.21 You must not allow trees or vegetation to grow so as to overhang public areas or the gardens of neighbouring properties.	16.3 You must keep hedges, trees, and shrubs at a manageable height. They should not hang over a public right of way and/or cause an obstruction and/or a nuisance to neighbouring properties. They should not cause a reduction or loss of light and/or cause damage to property including to pipes, drains, cables, fences, sheds. They must not endanger the health and safety of other people.	Wording change	The wording of this clause has been altered for clarity and fences and sheds have been included in this newly proposed clause.
8.22 You must keep your garden (or balcony) tidy and free from rubbish and debris.	6.21 You, your household and/or any of your visitors must not place anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting your home or in the locality. Also, the proposed new clauses 16.1, 16.2 and 16.3 as set out above.	Wording change	The wording of this clause has been altered for clarity and other proposed clauses as highlighted provide more information and details about

			what the tenant is responsible for.
8.23 If you do not maintain your garden - and there is no good reason why you can't do it - we may clear it and charge you for the work. If tenants have an allocated garden in a block of flats and fail to maintain it to an acceptable standard the council will, follow reasonable notice, take the garden over and return it to communal status on a permanent basis.	16.24 Where you have an allocated garden or outside area in a block of flats and fail to maintain it to an acceptable standard the Council will, following reasonable notice, take the garden over and return it to communal/shared status on a permanent basis. In addition, further enforcement action could be taken.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
8.24 You must obtain our written permission before you: Remove any tree or shrub on a boundary. Plant, remove or carry out any works on trees Any works undertaken to trees should be carried out by a tree surgeon or other professional trade person. If you are an older or disabled person we may be able to help you. Ask your Housing Officer for more information.	16.8 You must obtain our prior written permission if you wish to plant a tree, or cut one down.	Wording change	The wording of this clause has been altered for clarity. Obligation in respect of shrubs has been removed.
Fencing	Fences/Boundaries	Wording change	
8.25 You must not erect walls or fences or alter, move, remove or interfere with existing boundary features without getting written permission first	17.1 You must not erect fences or walls without getting our written permission first. 17.2 You must not alter, move, remove, or interfere with existing boundary features without getting our written permission first.	Wording change	This has been reworded for ease of understanding. This change does not affect the rights or responsibilities of the tenant or the Council
8.26 You must maintain fencing erected by you or fencing that you have taken on the responsibility for from a previous tenant. It is	17.3 You must maintain fencing erected by you or fencing that you have taken on the responsibility for	Wording change	This has been reworded for ease of understanding.

your responsibility to maintain this to a reasonable standard.	from a previous tenant. You must maintain this to a reasonable standard.		This change does not affect the rights or responsibilities of the tenant or the Council
8.27 If you live in an area classed as an 'open plan estate' you must not erect fencing or any form of structure or extension at the front of your home unless you have first obtained our permission in writing.		Removed	This is covered in the newly proposed clauses 17.1 and 17.2 as set out above
8.28 If you break these conditions we may, after writing to you first, require you to return the boundary to its original state. If you don't we may do the work ourselves and charge you the reasonable costs to do so.	17.4 If you break these conditions we may, after contacting you first, require you to return the boundary to its original state and/or remove any fencing. If you do not, we may do the work ourselves and charge you the reasonable costs to do so.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
Parking - vehicle and access	Parking and Vehicles	Wording change	
8.29 You must obtain our written permission before you: Build a garage, car hard-standing, driveway or dropped kerb (you will also need to get planning permission and building regulations approval if appropriate). Park a boat, caravan, motor home, trailer, lorry or large commercial vehicle or similar vehicle at your home or on land that we own or control.	18.6 You must obtain the council's written permission before you park a boat, van, caravan, bus, coach, horse box, motor home, trailer, lorry or commercial vehicle or similar vehicle at the property or on land that the council own or control. 18.9 You must obtain written permission from Housing before you build a hard-standing driveway. 18.10 If there is a requirement for you to have a dropped kerb you will also need to get written permission from Highways and you will have to get Planning permission and Building Regulations approval if appropriate.	Wording change	The wording of this clause has been altered and input into different clauses within this section for clarity. Also, additional types of vehicles for which a tenant is required to obtain the council's written permission for are included, namely a

			bus, coach and horse box .
<p>8.30 You must not:</p> <p>Park any vehicle, boat, caravan or trailer in your garden without a properly constructed driveway with a dropped kerb.</p> <p>Block access to any other property by parking inconsiderately or allow anyone living with or visiting to do so.</p> <p>Allow any motor vehicle, caravan, motor-home, trailer, lorry or other wheeled vehicle to obstruct any road, lane, path or access-way or to block the route of emergency vehicles.</p> <p>Park any vehicle either within or outside the boundaries of your home, unless it is on a designated parking area or on the road and it is in a roadworthy condition, taxed and insured or where a statutory off road notification is in force.</p> <p>Allow any motor vehicle to be repaired, serviced or worked on between 10pm and 8am the following morning at your home or on any land or road outside your home, except in an emergency.</p> <p>Carry out any repairs, servicing or other works to a motor vehicle unless it belongs to you or someone living with you at your home.</p> <p>Park or drive a vehicle on any Council-owned land that is a grassed open-plan area, footpath, grass verge or open space.</p> <p>If your property has designated residents' parking space, only you and your legitimate visitors can park there. You must not give, rent or sell the parking space to anyone else.</p>	<p>18.2 You and any members of your household and/or visitors to your property must park with consideration to other road users, your neighbours and pedestrians and you must not cause a nuisance or annoyance by parking vehicles inconsiderately.</p> <p>18.3 You and any members of your household and/or visitors must not park in a manner that causes an obstruction and/or blocks a right of access to anyone. This includes but is not limited to obstructing access to/parking on garage forecourts, footpaths, driveways, refuse stores and grounds maintenance access points.</p> <p>18.5 You and any members of your household and/or visitors must not park or drive a vehicle on any council owned land that is a path, verge, pavement, grass verge or grassed open space. This also applies to quad bikes, motorbikes, mopeds, electric or motorised bikes or scooters and similar modes of transport.</p> <p>18.7 You and any members of your household and/or visitors to your property must not park any boat, van, caravan, bus, coach, horse box, motor home, trailer, lorry or commercial vehicle or similar vehicle in your garden without a properly constructed hard standing driveway with a dropped kerb.</p> <p>18.11 All vehicles parked on the road and/or designated parking area and/or at your property, by you, any members of your household and/or visitors to your property must be in a roadworthy condition, taxed, MOT'd and insured.</p> <p>18.13 You must not park SORN (Statutory Off Road Notification) vehicles on the council's land except in your own drive/garden if you have obtained the council's prior written permission for this. Permission</p>	Wording change	<p>The wording of this clause has been altered and input into different clauses within this section for clarity. Also, additional types of vehicles which the council propose are not parked or driven on any council owned land that is a path, verge, pavement, grass verge or grassed open space are included here, namely quad bikes, motorbikes, mopeds, electric or motorised bikes or scooters and similar modes of transport. The effect of these additional clauses are to widen the responsibilities of the tenant in terms of vehicles and parking. There are additional requirements for</p>

<p>If you breach any of the above conditions your vehicle may be removed and you may be charged our costs in doing so.</p>	<p>will only be granted for a maximum period of 12 months and will only be granted if the vehicle is in a roadworthy condition.</p> <p>18.14 If your property has a designated residents' parking area, only you and/or members of your household and/or your legitimate visitors may park in that designated parking area.</p> <p>18.15 You agree that the council can remove vehicles (including car, van, boat, caravan, motor home, trailer or commercial vehicle) belonging to you and/or members of your household and/or visitors to your property from land owned or controlled by the council, in the following circumstances:</p> <ul style="list-style-type: none"> a. Where parked vehicles are causing an obstruction and/or hindrance to emergency vehicles; council officers and contractors and/or people living in the locality; b. Where parked vehicles appear abandoned and/or dilapidated and/or not in a road worthy condition <p>18.19 You must not carry out repairs and/or alterations to any vehicle (including car, van, boat, caravan, motor home, trailer or commercial vehicle) other than minor routine servicing, within the boundary of the property including gardens and drives and/or shared spaces and/or designated parking areas and/or the locality of the property.</p>		<p>roadworthy and SORN vehicles. The proposed variations increase the council's ability to take action against the tenant in respect of vehicle and parking issues.</p>
<p>Rights of access</p>		<p>Changed to access</p>	
<p>8.31 Where there is a right of access over your property to another property or place (including over a drive or footpath), you must allow us and the adjoining occupiers and visitors to use that Right of Access. You must</p>		<p>Removed</p>	

not cause or allow any obstruction across any Right of Access.			
Running a business			
8.33 We will only refuse permission if we have good reason to do so. We will however refuse permission if we think your business will cause a nuisance or annoy your neighbours or damage your home.	6.48 We will refuse permission if we consider that your business or trade will cause a nuisance and/or an annoyance to your neighbours and/or others or will cause damage to your home. This is not a full list.	Wording change	The wording of this clause has been altered for clarity and to include others who may be annoyed or caused a nuisance by a business rather than just a tenant's neighbours.
If we give permission and the business causes a nuisance or annoyance, we may withdraw our permission and stop you running the business from your home.	6.49 If we give you permission, we may withdraw our permission at a later date if your business or trade causes a nuisance and/or an annoyance to your neighbours and/or others and/or causes damage to your home. This is not a full list.	Wording change	The wording of this clause has been altered for clarity and, as above, to include others who may be annoyed or caused a nuisance by a business rather than just a tenant's neighbours.
8.35 If we give you permission, you will also need to get Planning permission and Building regulation approval if appropriate.	6.50 If we give you permission you may also need to get Planning Permission and Building Regulation approval if required and if so required, this would be a condition of the permission.	Wording change	The wording of this clause has been altered for clarity and to make it clear that if such approval is required, that would be a condition of the council giving a tenant permission.

<p>Some examples of the businesses we will not allow are:</p> <p>Repairing and maintaining cars</p> <p>Running a print business</p> <p>Running a shop</p> <p>Businesses that involve using hydraulic equipment, using industrial machines, and controlled substances or chemicals.</p> <p><i>This is not a full list</i></p>		Removed	
<p>8.37 Insurance</p> <p>You are responsible for the contents of your home and you may wish to consider taking out Contents insurance. If you live in a flat, you may also take out insurance to cover you in case you cause damage to your neighbour's property, as you may be liable for any costs that arise from the damage e.g. flooding.</p>	<p>6.58 You are responsible for insuring your home contents. It is recommended that you take out a contents insurance policy which covers but is not limited to the following:</p> <ul style="list-style-type: none"> • Doors and windows. • Frozen pipe bursts. • Any damage you cause to your neighbour's property. • Losses incurred in a fire, flood, or burglary. 	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
<p>8.38 Rules</p> <p>You must comply with any estate rules or similar regulations that apply to your home and with any covenants, conditions or obligations which affect it and which are binding on us as tenant or owner of it.</p>		Removed	
<p>Section 9 - LIVING IN A SAFE AND HEALTHY HOME</p>	<p>9. Alterations and improvements</p>		
<p>9.1 You must help to keep communal areas and estates clean and safe and must not smoke in the communal areas of any block or Council owned building.</p>	<p>6.27 You must help to keep shared areas and estates clean and safe.</p> <p>6.28 You must not smoke in the shared areas of any block or council owned building.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights

			or responsibilities of the tenant or the Council
9.2 You must not block shared areas or leave litter or dirt or your belongings there.	6.29 You must not block, obstruct, create, or leave any hazard on any landing, corridor, stairwell lift, refuse chute, access way, fire escape or any other area. This includes, but is not limited to personal items, washing, household rubbish, bikes, pushchairs, mobility scooters, plants, and pet cages.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
9.3 You must dispose of all household rubbish and bulky items quickly and appropriately so they do not cause a nuisance.	6.29 You must not block, obstruct, create, or leave any hazard on any landing, corridor, stairwell lift, refuse chute, access way, fire escape or any other area. This includes, but is not limited to personal items, washing, household rubbish, bikes, pushchairs, mobility scooters, plants, and pet cages.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
9.4 You, or anyone living with or visiting you, must not damage, dirty or vandalise any communal or shared areas relating to your home.	6.30 You, or anyone living with or visiting you, must not damage, dirty or vandalise any shared areas.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
9.6 You must not obstruct, jam or prop open security or shared doors and you must not give out any keys or pass codes to entry doors.	6.32 You must not wedge open, obstruct, or jam any fire door or shared doors.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council

			the tenant or the Council
<p>9.7 Preventing accidents and fires</p> <p>You or anyone living with or visiting you, must not create a fire risk or trip hazard by</p> <p>Leaving rubbish, dangerous materials or personal belongings in any shared areas in the building (fire exits, staircases, corridors, entrances) or on the estate (bin stores, garages or other communal areas)</p> <p>Using portable oil or paraffin heaters in your home</p> <p>Storing materials, gas canisters, or bottles or any dangerous, flammable or explosive materials either inside or outside your home, including in any garden, garage, shed or outbuilding (except oxygen you need for medical reasons or items for domestic use, for example a barbecue gas bottle)</p> <p>Interfering with or damaging any fire-safety equipment in your home or communal areas of flats</p> <p>Allowing oil or other harmful substance to enter the drains</p> <p>Tampering with the supply of gas, electricity or water, or with any other services, meters, smoke detectors or equipment that we have installed in your home or communal area.</p> <p><i>This is not a full list.</i></p> <p>9.10 If any part of your home is a fire escape you must keep it clear and free of all obstructions.</p>	<p>Preventing accidents and fires:</p> <p>6.19 You or anyone living with or visiting you, must not create a fire risk or trip hazard by:</p> <ul style="list-style-type: none"> Leaving rubbish, dangerous materials, or personal belongings in any shared areas in the building (fire exits, staircases, corridors entrances) or on the estate (bin stores, garages or other shared areas) Not keeping any part of your home which is a fire escape, clear and free of any obstructions Using any form of combustion heating, portable gas, paraffin heaters or other combustible materials in your home Storing materials, gas canisters or container(s) which are or contain any dangerous, flammable, or explosive materials either inside or outside your home, including on any balcony, garden, garage, shed or outbuilding. Interfering with and/or damaging or removing any fire-safety equipment in your home or shared areas of flats Tampering with the supply of gas, electricity, or water, or with any other services, meters, smoke detectors or equipment that we have installed in your home or shared area. Not following manufacturers instructions for any electrical appliances. 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to reflect the current legal position. This change does not affect the rights or responsibilities of the tenant.</p>

<p>9.9 Battery-powered scooters for use by the elderly or disabled may be stored in your home as long as they do not cause an obstruction preventing safe exit. Mobility scooters must not be left or stored in any communal or shared areas inside the building your home is in (for example entrance halls, stairs, landings). If we provide parking areas for battery powered scooters, you must park any battery-powered scooters within those parking areas.</p>	<p>19.1 Electric/battery powered scooters (including wheelchairs and mobility scooters) and electric bikes may be stored in your home so long as: They do not cause an obstruction and/or block a fire exit, and There is not already a parking area for electric scooters and bikes provided. You provide the Council with medical evidence that you require an electric/battery powered scooter for medical reasons.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
	<p>16.19 You must not erect any structure on communal/shared land including any garden shed.</p>	<p>New clause</p>	
<p>9.11 You agree that any items left in communal areas that create a fire risk or trip hazard may be disposed of. If we have to get rid of your belongings or remove any obstruction caused by you, or anyone living with or visiting you, you will have to pay the costs of us doing so.</p>	<p>6.38 You agree that any items left in shared areas may be disposed of. If we have to dispose of your belongings you agree that we can charge you for the costs that we incur in doing so.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>9.12 You or anyone at the property must not hoard items, animals or any other thing at the property. By hoarding this means the excessive collection and retention of any materials or items in the premises which could create a hazard, or a potential hazard to the tenant, other people (including Officers of the Council) or to neighbouring properties.</p>	<p>Hoarding: 6.23 You or anyone at the property must not hoard any items and/or materials at the property. 6.24 Hoarding means: an excessive number of items and/or materials being stored at the property in a manner which could create a hazard, or a potential hazard to the tenant, any members of their household, to neighbouring properties and anyone visiting the property, including council officers, agents and contractors. 6.25 You must not store items, waste and personal possessions to an extent which prevents you, your household and/or anyone visiting the property,</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

	<p>including council officers, agents and contractors, reasonable use of a room or space within the property</p> <p>6.26 You must not store items and/or waste inappropriately in a way that may cause a health and safety hazard or encourage vermin and/or pests.</p>		
Dealing with Pests and infestations	<p>15.7 Any animal you keep or any animal in your home must not cause any damage to your home. You must not allow your home to become unhygienic from any animal. We will charge you the costs if we have to clean up after a pet, or repair damage caused by a pet, which is owned by you, a member of your household, a lodger, sub-tenant or visitor.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
<p>9.13 You must keep your home free of pests and avoid anything which encourages an infestation of insects, vermin or other pests in either your home or communal areas. You must not throw scraps of food out of the window as this can lead to infestations.</p> <p>9.14 You are responsible for dealing with infestations and pests. If you do not deal with infestations we will charge you the reasonable costs of special cleaning and any additional professional treatment that is necessary to deal with an infestation.</p>	<p>15.19 You are responsible for dealing with infestations and pests in your home or garden including but not limited to bed bugs, mice, rats, cockroaches and pharaoh ants. If you do not take reasonable steps to deal with infestations we will arrange and pay for the reasonable cost of special cleaning and any additional professional treatment that is necessary to deal with the infestation. This cost will be re-charged to you.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
Keeping Animals and Pets	<p>15. Pets & Pests</p> <p>15.1 You must notify us prior to getting an animal that will be kept in the property or in the vicinity of the property.</p> <p>15.2 You must get our written permission if you want to keep more than one domestic animal such as cat, dog, caged bird, or small animal.</p>	Wording change	The effect of this proposed variation is that a tenant is required to seek the council's permission in respect of animals in more circumstances than currently.
<p>9.16 If you live in a building where there is a warden and/or shared access areas (for example Sheltered housing or in a block of flats), you must not keep a dog or car or</p>		Removed	

<p>other large pet, unless it is a registered Guide dog or Hearing dog or you have obtained written permission.</p>			
<p>9.17 You must not keep unsuitable animals at your home, garden or outbuildings. Unsuitable animals include, among others: wild animals, poisonous insects and spiders, poisonous or dangerous snakes or fish and large reptiles. In addition:</p> <p>Animals registered under the Dangerous Wild Animals Act 1976</p> <p>Farm animals - for example, sheep, goats, pigs, cattle and horses</p> <p>Dogs specified under the Dangerous Dogs Act 1991</p>	<p>15.5 If you keep a dog you must also comply with the Control of Dogs Order 1992 which says that a dog must wear a collar and tag giving the owner's name and address at all times while in public. You must also comply with the Microchipping of dogs (England) Regulations 2015 which says that every dog over eight weeks old must be micro chipped and relevant owners' details kept up to date.</p> <p>If you keep poultry, including chickens, or any other captive birds, regardless of the number, you must register them with the Animal and Plant Health Agency and comply with any requirements specified by the Animal and Plant Health Agency.</p> <p>15.6 You must not keep unsuitable animals in your home, garden, or outbuildings. Unsuitable animals include, but not limited to:</p> <ul style="list-style-type: none"> • Wild animals • Poisonous insects and spiders • Poisonous or dangerous snakes or fish and large reptiles. <p>In addition:</p> <ul style="list-style-type: none"> • Animals registered under the Dangerous Wild Animals Act 1976. • Farm animals - for example, sheep, goats, pigs, cattle and horses. • Dogs specified under the Dangerous Dogs Act 1991 (as amended) except a Dog for which you and/or 	<p>Wording change</p>	<p>The effect of this proposed variation is that a tenant is now also required to comply with the legislation, regulations and requirements stated in the new clause 15.5</p>

	a member of your household and/or any visitors have obtained a valid certificate of exemption.		
9.18 You must not breed any animals at your home, or build a chicken coop, pigeon coop or aviary without first getting our written permission.	<p>15.14 You must not build a chicken coop, pigeon coop or aviary without first getting our written permission. If you own pigeons you must keep your home, your garden area and any balcony you have free from pigeon droppings.</p> <p>15.15 You must not run a pet/animal business from your home. This includes breeding animals for sale or boarding kennels.</p>	Wording change	The effect of the proposed additional wording is that there is an express prohibition on using a council property as boarding kennels and an express term about keeping a garden area and balcony free from pigeon droppings.
Keeping Animals and Pets 9.19 You must not: Run a pet/animal business from your home. This includes breeding animals for sale or boarding kennels. Allow your home to become unhygienic. Feed squirrels, pigeons or other vermin either at your home or within your garden, communal areas or in your local neighbourhood.	<p>15.15 You must not run a pet/animal business from your home. This includes breeding animals for sale or boarding kennels.</p> <p>15.17 You must keep your home free of pests and avoid doing anything which encourages an infestation of insects, vermin or other pests including but not limited to rats and pigeons, in either your home or communal/shared/shared areas. You must not throw scraps of food out of the window as this can lead to infestations. You must not feed rats, squirrels, pigeons or other vermin either at your home or within your garden, communal/shared/shared areas or in your local neighbourhood.</p>	Wording change	The wording of this clause has been altered for clarity and to include wording covering tenants not doing anything that encourages an infestation.
9.20 You, and anyone living with you, must not allow your pets to frighten, annoy or cause a nuisance to us or anybody in the neighbourhood. This includes: Letting your dog bark excessively Failing to keep your pet under control, and	<p>15.8 You, and anyone living with you, must not allow your pets to harm, frighten, annoy or cause a nuisance to any officer of the council or its employees and/or agents, or anybody in the neighbourhood. This includes:</p> <p>Letting your dog bark excessively</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of

Creating any kind of danger to people's health <i>This is not a full list</i>	Failing to keep your pet under control, and Creating any kind of danger to people's health		the tenant or the Council
9.21 If your animal fouls in any area of the property, communal area or in the neighbourhood, then you must immediately remove the mess.	15.11 You must not allow your pets to foul public areas. You must collect any faeces and dispose of them immediately in a hygienic way. You must also take reasonable steps to clear up the area.	Wording change	The wording of this clause has been altered for clarity and has been widened to include the requirement for tenants to collect any faeces and dispose of them immediately in a hygienic way.
9.22 If your pet creates a nuisance, we can ask you to find another home for the animal. If you fail to do so, we may take legal action to make you leave your home.	15.10 You must care for any animal in your home. We will ask you to remove an animal or withdraw our permission for you to have an animal if we believe that any animal you keep is neglected, causing a nuisance or we believe it is unsuitable to be kept in the property. We will do this in writing giving our reasons and the date by which you must comply. If you fail to do so, we may take legal action against you.	Wording change	The wording of this clause has been altered for clarity and to widen the circumstances in which the council can remove an animal from a council property or withdraw permission for the tenant to have an animal
9.23 You, or anyone else living with you, must make sure your pet does not prevent us getting into your home.	15.9 You, or anyone else living with you, must make sure your pet or any other animal does not prevent any officers, employees and/or agents of the council from getting into your home.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council

<p>9.24 If you do not comply with the above terms and conditions, we may refuse to give our permission or subsequently withdraw our permission and you may be asked to remove the pet(s) from your home.</p> <p>For more information see the tenant fact sheet on 'Pets In Your Home'.</p>	<p>15.16 Failure to comply with the above clauses may lead to permission being refused and/or being withdrawn and you being asked to remove the pet(s) from your home</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. Also, reference to a Tenant Factsheet, which is not a term of the Tenancy Agreement, has been removed. This change does not affect the rights or responsibilities of the tenant or the Council</p>
<p>Section 10 - LIVING IN YOUR COMMUNITY</p> <p>10.1 Don't suffer in silence - please talk to us.</p> <p>We want you, as well as those around you, to be able to live peacefully in your home. If you are suffering from nuisance, harassment, racial harassment or domestic abuse, please contact us. We will treat you in a sensitive and supportive way, and any information that you share with us will be treated confidentially.</p>	<p>14 Behaviour</p>	<p>Wording</p>	<p>Removed</p> <p>This is not a term of the Tenancy Agreement</p>
<p><i>Your responsibilities</i></p> <p>Respecting others</p> <p>10.2 You must be tolerant of the different lifestyles of others.</p>	<p>14.4 You must not discriminate against anyone because of their race, colour, religion or nationality, sex, age, culture, mental or physical disability, learning disability, sexual orientation, gender re-assignment or for any other reason. You must be tolerant of the different lifestyles of others.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and widened to set out the basis upon which a tenant cannot discriminate against anyone else.</p>

			This change has an effect on the responsibilities of the tenant.
<p>10.4 Causing a nuisance, annoyance or disturbance</p> <p>You, your pets and anyone living with you or visiting you must not do anything to anyone that causes or is likely to cause a nuisance, danger, annoyance or disturbance to anyone living, visiting or working in the neighbourhood. Example of nuisance, annoyance or disturbance include:</p> <p>Loud noise</p> <p>Noise during unreasonable hours</p> <p>Intimidating behaviour</p> <p>Abusive language and threatening behaviour</p> <p>Shouting and slamming doors</p> <p>Allowing dogs to bark excessively and not cleaning up dog mess</p> <p>Being drunk and offensive</p> <p>Rubbish dumping</p> <p>Playing ball games close to someone else's home or vehicle</p> <p>Repairing vehicles (except minor maintenance to your own vehicle)</p> <p>Parking an illegal or un-roadworthy vehicle on or near your home</p> <p>Riding unlicenced vehicles on footpaths and grassed areas</p> <p>Throwing things (for example mud or stones) at another person or property.</p>	<p>14.2 You, your pets, and anyone living with you or visiting you must not do anything that causes or is likely to cause a nuisance, annoyance, disturbance, or danger to anyone living, visiting, or working in the neighbourhood. Examples of such behaviour include but are not limited to:</p> <ul style="list-style-type: none"> a) Making loud noise and/or noise during unreasonable hours. b) Intimidating, abusive, offensive and/or threatening behaviour. c) Slamming doors. d) Allowing dogs to bark excessively and not cleaning up dog mess. e) Fly tipping, rubbish dumping or littering. f) Playing ball games close to someone else's home or vehicle. g) Throwing anything at another person or at another property. h) Throwing anything off of balconies or out of windows, balconies, or roofs. i) Sweeping and/or washing material on to the premises below. j) Playing loud music including having noisy parties and congregations. k) Loud arguments and/or fighting. l) Damaging or vandalising any council property including graffiti. m) Setting fires including bonfires. n) Riding motorbikes, mopeds, quad bikes, unlicensed vehicles, bikes and/or skateboards anywhere other than on the road, such as footpaths, grassed areas, and balconies. 	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and lists more examples of behaviour that are considered to be causing nuisance, annoyance or disturbance.</p>

<p><i>This is not a full list and there may be other activities which cause a nuisance or disturbance to others.</i></p>	<ul style="list-style-type: none"> o) Installing or using equipment such as aerials to operate illegal radio broadcasts from any council property or shared roof. p) Jamming communal/shared doors open. q) Breaking shared security, for example allowing strangers to get into the building. r) Obstructing any shared areas, doorways or exits. s) Begging. t) Storing materials that may catch fire or blow up (or vehicles that use these materials) in your home or in shared areas. 		
<p>10.5 Causing Anti-social Behaviour (ASB) You (or anyone living with you or visiting your home) must not harass, threaten, assault or abuse any other person. To do so is a serious breach of these tenancy conditions. Examples include: Racist behaviour or language Using or threatening to use violence towards anyone Using abusive or insulting behaviour or words including through the use of Facebook or other social media Stalking someone Damaging or threatening to damage another person's home or possessions or other Council property Writing threatening, abusive or insulting graffiti Damaging, defacing or putting graffiti on Council property. You will have to pay for clearance, repair or replacement. Verbally abusing, harassing or trying to intimidate or using violence against any staff employed by or contracted to the Council</p>	<p>14.3 You (or anyone living with you or visiting your home) must not harass, threaten, assault, or abuse any other person. Examples of such behaviour include but are not limited to:</p> <ul style="list-style-type: none"> a) Racist behaviour or language. b) Using or threatening to use violence towards anyone. c) Using abusive or insulting behaviour or words including through the use of social media or any other social platform. d) Stalking someone. e) Damaging or threatening to damage another person's home or possessions or other Council property. f) Writing threatening, abusive, or insulting graffiti. g) Verbally abusing, harassing, or trying to intimidate or using violence against any staff employed by or contracted to the Council. h) Making false or malicious complaints about the behaviour of any other person. i) You must not leave drug paraphernalia in any area where others might come into contact with them. 	Wording change	<p>The wording of this clause has been altered for clarity. Some of the examples set out in this clause are included in the new proposed clause 14.2 as set out above.</p> <p>This change does not effect the rights or responsibilities of the tenant or the Council.</p>

<p>Throwing things off balconies or out of windows</p> <p>Storing materials that may catch fire or blow up (or vehicles that use these materials) in your home or in shared areas.</p> <p>Making false or malicious complaint about the behaviour of any other person</p> <p>Drunken and rowdy behaviour</p> <p><i>This is not a full list and there may be other activities which cause a nuisance or disturbance to others.</i></p>			
<p>10.6 Hate Crime</p> <p>You must not discriminate against anyone because of their race, colour, religion or nationality, sex, age, mental or physical disability, learning disability or sexual orientation (i.e. being lesbian or gay) or for an other reason.</p>	<p>14.4 You must not discriminate against anyone because of their race, colour, religion or nationality, sex, age, culture, mental or physical disability, learning disability, sexual orientation, gender re-assignment or for any other reason. You must be tolerant of the different lifestyles of others.</p>	Wording change	The wording of this clause has been altered for clarity and to include the basis of culture and gender reassignment. The effect of this proposed change is that these basis are also prohibited.
<p>10.7 Domestic abuse</p> <p>You (or anyone living with you or visiting your home) must not</p> <p>Inflict domestic violence or threaten violence against any other person living with you or elsewhere.</p> <p>Harass or use physical, mental, emotional or sexual and financial abuse against any other person living with you or elsewhere.</p>	<p>14.5 You (or anyone living with you or visiting your home) must not:</p> <p>Inflict domestic abuse or threaten violence against any other person living with you or elsewhere.</p> <p>Harass or use physical, mental, emotional, sexual, or financial abuse against any other person living with you or elsewhere.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council

If you do, we will take action to evict you from your home.			
Criminal activity 10.8 You (or anyone living with you or visiting your home) must not use your home or any communal area or any area in the neighbourhood for any criminal or immoral activity.	14.6 You (or anyone living with you or visiting your home) must not use your home or any communal/shared/shared area or any area in the neighbourhood for any criminal and/or immoral activity. Examples of such behaviour include but are not limited to: a) Prostitution. b) Human trafficking. c) Exploitation and abuse of children and adults including being involved in illegal pornography. d) Possessing, cultivating/manufacturing, dealing and/or taking illegal drugs. e) Keeping illegal or unlicensed firearms, ammunition, or weapons. f) Storing or handling stolen or counterfeit goods. g) Criminal behaviour including theft, burglary, robbery and/or assault. h) Storage of items or materials in your home that may be used for immoral or illegal purposes. i) Cybercrime.	Wording change	The wording of this clause has been altered for clarity and to set out more examples of types of behaviour that will be considered to be criminal or immoral and a breach of the terms of the Tenancy Agreement.
10.9 Examples of criminal or immoral behaviour include: Prostitution and related offences Possessing, cultivating/manufacturing or dealing illegal drugs Storing or handling stolen or counterfeit goods Theft Burglary Keeping illegal or unlicenced firearms, ammunition or weapons in a property	14.6 You (or anyone living with you or visiting your home) must not use your home or any communal/shared/shared area or any area in the neighbourhood for any criminal and/or immoral activity. Examples of such behaviour include but are not limited to: a) Prostitution. b) Human trafficking. c) Exploitation and abuse of children and adults including being involved in illegal pornography. d) Possessing, cultivating/manufacturing, dealing and/or taking illegal drugs.	Wording change	The wording of this clause has been altered for clarity and to set out more examples of types of behaviour that will be considered to be criminal or immoral and a breach of the terms of the Tenancy Agreement.

<p>Storage of items or materials in your home that may be used for immoral or illegal purposes</p> <p>Exploitation and abuse of children and adults</p> <p>This is not a full list and there may be other examples of criminal, illegal or immoral activity.</p>	<p>e) Keeping illegal or unlicensed firearms, ammunition, or weapons.</p> <p>f) Storing or handling stolen or counterfeit goods.</p> <p>g) Criminal behaviour including theft, burglary, robbery and/or assault.</p> <p>h) Storage of items or materials in your home that may be used for immoral or illegal purposes.</p> <p>i) Cybercrime.</p>		
<p>10.10 If you, or any person living with or visiting you, are arrested and/or convicted of a criminal offence committed in the neighbourhood or in your home, we may take action to make you leave your home.</p>		Removed	
<p>10.11 What action can we take?</p> <p>If you, anyone living with you or visiting your home, cause nuisance, annoyance, harassment, anti-social behaviour, criminal activity or domestic abuse, we will take action to control your behaviour and protect the quality of life of other residents. Some of the things we can do are:</p> <p>Write to warn you about your responsibilities as a tenant</p> <p>Ask you to sign an Acceptable Behaviour Contract</p> <p>Extend your Introductory Tenancy for a further six months</p> <p>Get a Court Order to demote your tenancy. As a Demoted tenant you will have fewer rights and some additional conditions to apply with.</p>	<p>Consequences of breaching these terms</p> <p>14.9 If you breach any of the above terms, the council may take legal action against you. This includes, amongst other things:</p> <p>a) Applying for an Injunction Order with (or without a Power of Arrest) attached against you.</p> <p>b) Seeking an order that your tenancy be demoted to a Demoted Tenancy.</p> <p>c) Seeking a Possession Order to allow the Council to evict you from your home.</p> <p>d) Applying to the court for a Suspension Order suspending your right to buy for a period that the court may specify.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council

<p>Get an Injunction to stop you, or any person living with or visiting you, from acting in an anti-social manner or threatening to carry out violence towards another person.</p> <p>Get an Order suspending your right to buy your home</p> <p>Evict you from your home</p> <p><i>This is not a full list</i></p>			
<p>10.12 If you, or a person living in or visiting your home, engage in anti-social behaviour for which the Court grants the Council an Order for Possession, whether suspended or not, you may be required to pay the Council's reasonable administrative costs for pursuing you in response of the anti-social behaviour.</p> <p>For more information see the tenant fact sheet on 'Dealing with Anti-social Behaviour'.</p>	<p>14.9 If you breach any of the above terms, the council may take legal action against you. This includes, amongst other things:</p> <ul style="list-style-type: none"> a) Applying for an Injunction Order with (or without a Power of Arrest attached against you. b) Seeking an order that your tenancy be demoted to a Demoted Tenancy. c) Seeking a Possession Order to allow the Council to evict you from your home. d) Applying to the court for a Suspension Order suspending your right to buy for a period that the court may specify. <p>25.8 If you have an Introductory Tenancy the council can give you written notice in accordance with the Housing Act 1996 (as amended) that it intends to go to court to seek possession and in that notice reasons for that decision will be set out. You will have the right to request a review of that decision. If you do not request a review and/or you do but the decision to proceed with possession is upheld on review, the council can then issue possession proceedings against you to evict you from the property.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council</p>

Section 11 - ENDING YOUR TENANCY OR MOVING HOME	25 Ending your tenancy	Reworded	
<p><i>How you can end your tenancy</i></p> <p>11.1 If you want to end your tenancy, you must give us 4 weeks' notice in writing. The notice must be signed and dated. Please contact us and we will give you a Notice form to fill in.</p>	<p>How you can end your tenancy.</p> <p>25.1 If you want to end your tenancy, you must give the council at least 28 days' written notice (called 'notice to quit') The notice must be signed and dated. Please contact the council for further information.</p> <p>25.2 If you do not give a notice which complies with the requirements in paragraph 1 above the notice will not be valid and your tenancy will not end at the end of the notice period stated. This means that you will remain responsible for the rent, service charges and any other payments due in respect of your tenancy.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
<p>11.2 The 4 weeks' notice must end on a Monday and you must return your keys to the Housing office on or before the date the notice period ends. If you do not, we will change the locks and charge you for this plus a late key return charge.</p>	<p>25.3 You must return your keys to the council on or before the date the notice period ends. If you do not, we will change the locks and charge you for this plus a late key return charge.</p>	Wording change	The wording of this clause has been altered for clarity. The effect is that the requirement for the notice to end on a Monday has been removed and it can end on any day of the week. This change does not affect the rights or responsibilities of the tenant or the Council.
<p>11.3 If you leave your home before the end of the 4-week period, you will still be</p>	<p>25.5 If you leave your home before the end of the four week period, you will still be responsible for paying</p>	Wording change	The wording of this clause has been

responsible for paying rent until the end of the notice period, but you may not be eligible for Housing benefit.	rent until the end of the notice period, but you may not be eligible for benefits to assist with housing costs.		altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
11.5 If you are Joint tenants, any one of you can end the tenancy by giving written notice; it will be binding on both or all of you.	25.4 In the case of joint tenants, one tenant can end the tenancy by giving the council notice in the same way, regardless of the views of any other joint tenant(s). Thus, one joint tenant can exercise this right and end the tenancy for all joint tenants. Notice given by one joint tenant will be binding on both or all of you.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
11.6 you must allow the Council access to inspect the property before you leave.	25.7 You must allow the council access to inspect the property before you leave, upon request.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
	25.8 If you have an Introductory Tenancy the council can give you written notice in accordance with the Housing Act 1996 (as amended) that it intends to go to court to seek possession and in that notice reasons for that decision will be set out. You will have the right to request a review of that decision.	New clause	Included to reflect legal position.
11.8 At the end of your tenancy you must: Leave your home so we can take possession of it Leave your home and garden clean and tidy Remove all your belongings and furniture	25.12 At the end of your tenancy you must: a) Leave your home so we can take possession of it. b) Leave your home, including the loft and garden, clean and tidy. c) Remove all your belongings and furniture.	Wording change	The wording of this clause has been altered for clarity and a requirement for the tenant to

Remove all rubbish and Remove your pets.	d) Remove all rubbish, and e) Remove your pets.		clear the loft has been included.
11.10 You must leave fixtures and fittings in the same condition they were in at the start of the tenancy or the date they were installed, allowing for fair wear and tear. By fixtures and fittings we mean all appliances in your home that we own, including installations for supplying heating and hot water, storage cupboards, pipes and cables from meters (but not the meter itself) and pipes and cables to the meter.	25.16 You must leave fixtures and fittings in the same condition they were in at the start of the tenancy or the date they were installed, allowing for fair wear and tear. Fixtures and fittings mean all appliances in your home that the council own, including installations for supplying heating and hot water, storage cupboards, pipes, and cables from meters (but not the meter itself) and pipes or cables to the meter.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
11.12 You agree that we may get rid of any furniture and belongings you have left in the property on the date your tenancy ends in such a manner as we see fit. You also agree that we can retain any money we get from selling such items. We will charge you the cost of removing the items and doing any cleaning that is needed.	25.18 You agree that the council may get rid of any furniture and belongings you have left in the property after the tenancy has been terminated in such manner as the council sees fit. The council will charge you the cost of removing the items and doing any cleaning that is needed.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
11.13 We will also charge you for removing or making good any alterations you carried out at your home without first getting our written permission.	25.20 The council will also charge you for removing or making good any alterations you carried out at your home without first getting the council's written permission.		The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
11.14 You must not allow any person to remain living in your home when your tenancy ends. If you do, we will take Court action to gain possession and you may be charged for rent and our Court costs.	25.21 You must not allow any person to remain living in your home when your tenancy ends. If you do, the council will take Court action to gain possession and you may be charged for use and occupations charges and the council's court costs.	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of

			the tenant or the Council
<p>11.15 If, as a result of a breach by you of your obligations in this section of the Agreement, we are unable to re-let your home immediately to another tenant, you must pay to us the equivalent of the rent we lose by not being able to do so until your home is ready to be re-let.</p> <p>For more information see the tenant factsheet on 'Ending your Tenancy'.</p>	<p>25.22 If, as a result of a breach by you of your obligations in this section of the Agreement and/or acts committed by you and/or members of your household or your visitors for which you, as the tenant, were responsible, we are unable to re-let your home immediately to another tenant, you must pay to the council the equivalent of the rent that the council loses by not being able to let the property, until it is ready to be re-let.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
<p>Moving Home</p> <p>11.16 You have the right to apply to move to another Council or housing association home. You will have to register for social housing and, if you qualify, will have to bid on properties under the Council's Choice Based Lettings Scheme. Your priority will depend on the urgency of your housing need, how long you have been waiting and what accommodation is available.</p>	<p>6.62 You have the right to apply to move to another Council or housing association home. You will have to register for social housing and, if you qualify, you will have to bid on properties under the Council's Choice Based Lettings Scheme. Your priority will depend on the urgency of your housing need and how long you have been waiting. The council will consider any application you make for a transfer to another property in line with its Allocations Scheme.</p>	Wording change	The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council
<p>11.17 Unless there are exceptional circumstances, you will not be allowed to transfer to another property if:</p> <p>You owe any rent</p> <p>Your property and garden are in poor condition</p> <p>You have made alterations or improvements without our written agreement</p> <p>We are in the process of taking possession</p> <p><i>This is not a full list</i></p>	<p>6.64 Unless there are exceptional circumstances, you will not be allowed to transfer to another property if:</p> <ul style="list-style-type: none"> • You owe any rent and/or Housing related debt/costs; and/or • Your property and garden are in poor condition; and/or • You have made alterations or improvements without our written agreement; and/or 	Wording change	The wording of this clause has been altered for clarity. Also, this clause has been widened to include if a tenant owes housing related debt and/or costs and if a Notice of Seeking Possession has been

	<ul style="list-style-type: none"> The council are in the process of taking possession. This includes if you have been served with a Notice of Seeking Possession. This is not a full list. 		served on the tenant. This change does affect the rights or responsibilities of the tenant or the Council
Section 12 - DATA PROTECTION	27 Fair processing notice and Data Protection GDPR		
12.3 The Council will share your personal information with other appropriate organisations and Council services so they can carry out their responsibilities as required by law.	<p>27.3 The Council will share your personal information with other appropriate organisations and Council services so they can carry out their responsibilities as required by law. This may include:</p> <ul style="list-style-type: none"> a) Contractors appointed to carry out repair, maintenance or improvement work to the property. b) Law enforcement agencies. c) Children and Adults Social Care, Education and schools. d) Housing Benefits and Council tax, DWP. e) Electoral registration. f) Local housing providers, and g) Professional advisers. 	Wording change	The wording of this clause has been altered to list out which organisations and council teams tenants information can be shared with.
12.4 These may include: Contractors appointed to carry out repair, maintenance or improvement work to the property Law enforcement agencies Children and Adults Social Care, Education and schools Housing Benefits and Council tax, DWP Electoral registration Local housing providers, and Professional advisers	<p>27.3 The Council will share your personal information with other appropriate organisations and Council services so they can carry out their responsibilities as required by law. This may include:</p> <ul style="list-style-type: none"> a) Contractors appointed to carry out repair, maintenance or improvement work to the property. b) Law enforcement agencies. c) Children and Adults Social Care, Education and schools. d) Housing Benefits and Council tax, DWP. e) Electoral registration. f) Local housing providers, and g) Professional advisers. 	Wording change	The wording of this clause has been altered to list out which organisations and council teams tenants information can be shared with.

<p>12.6 We are required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the 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 where requested.</p>	<p>20.3 We participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the 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 where requested.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>How we will store your information</p> <p>12.7 Personal and financial information is held in files which are stored in locked cupboards in a secure building. Only authorised Council staff has access to the area and only staff within the Housing team have access to unlock the cupboards.</p>	<p>27.4 Any hard copy files that contain personal and financial information are stored in locked cupboards in a secure building. Only authorised staff have access to such cupboards.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>12.10 Information will be retained for six years after the termination of your tenancy, after which it will be securely destroyed.</p>	<p>27.7 Information will be retained in accordance with article 51e Storage Limitation principle under UK General Data Protection Regulations Legislation.</p>	<p>Wording change</p>	<p>The wording of this clause has been altered for clarity and to reflect the current legal position. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
<p>Section 13 - TENANT FACTSHEETS</p> <p>PROVIDING MORE DETAILED INFORMATION AND ADVICE ABOUT OUR SERVICES</p>		<p>Removed</p>	<p>Factsheets are not a clause of your Tenancy.</p>

<p><i>The factsheets referred to in this Tenancy Agreement are listed below. You will be given a copy of these and other key factsheets when you sign your Tenancy Agreement.</i></p> <p><i>They provide further information and advice about your rights and responsibilities and the rules we operate and how to access the housing services we provide.</i></p> <p><i>For additional copies or information about the full range of further factsheets available:</i></p> <p><i>go to our website at www.reading.gov.uk by email: neighbourhoodservices@reading.gov.uk or by telephone: on 0118 937 2161 (Neighbourhood Services)</i></p>			
	<p>Rents and Other payments</p> <p>5.4 Your rent is charged weekly. If you are paying fortnightly, four weekly or monthly, it is your responsibility to ensure you have calculated the correct amount to pay, or to contact us if you are unsure. If your account is not being paid up to date or in advance, you will be required to clear the arrears. If you are unable to do this in one payment, then you need to contact us to see if you can pay an amount above your current rent until your account is up to date.</p>	New clause added	This clause has been added to reflect the current legal position and to reflect that some tenants pay rent weekly, whilst others pay fortnightly, four weekly or monthly. This change slightly affects the rights or responsibilities of

			the tenant or the Council.
	Your rights and responsibilities		
	<p>6.14 You or anyone living with you must not interfere with, damage, turn off or remove any equipment that we have installed in your home or communal areas. This includes but is not limited to pumps, environmental sensors including humidity sensors, intercom and/or Tunstall systems, door entry systems, positive input ventilation systems, fire alarms, smoke detectors, carbon monoxide detectors. If damage is caused to the property and/or damp or mould growth occurs in the property as a result of you or anyone living with you or visiting you interfering with equipment, you agree that the council can re-charge you for the cost of any work it has to carry out as a result.</p>	New clause added	This clause has been added for clarity and to reflect the types of equipment that are commonly installed in council homes. This change does not affect the rights or responsibilities of the tenant or the Council.
	<p>6.15 You must also keep your home adequately heated and ventilated so as to assist in the prevention of condensation</p> <p>6.16 You must take reasonable steps to avoid moisture building up (condensation) within the property and causing damage. These steps include:</p> <ul style="list-style-type: none"> • Keeping the property well ventilated, in particular your bathroom and kitchen as a result of bathing, washing, indoor drying of clothes and cooking. This includes using any extractor mechanisms that may be in your property • Not using unvented tumble dryers, cylinder gas heaters or cookers, paraffin heaters or other appliances that generate moisture • not blocking or obstructing air vents or other means of ventilation. You must regularly clean the vents and ensure they are not clogged 	New clauses added	These clauses have been added to reflect the current legal position and to ensure that council homes remain in a good condition and a safe place to live. This change affects the rights or responsibilities of the tenant or the Council.

	<ul style="list-style-type: none"> • Keeping the property sufficiently heated by using any heating we have provided in your property • Not overcrowding your property • Preventing damage to woodwork and plasterwork by regularly wiping down and drying any surfaces and windows where moisture settles. If mould growth develops, you must clean it off using a fungicidal solution. • Wipe dry the insides of windows. • Not overcrowd any rooms with furniture and/or possessions • Not overfill any loft spaces with furniture and/or possessions • Not turning off and/or interfering with any ventilation system within the property including extractor fans and a Positive Input ventilation system if one is installed <p>6.17 You should take reasonable steps to prevent heat loss, such as fitting draught excluder strips to the letterbox, external doors, and window frames.</p> <p>6.18 If your property suffers from condensation or damp, you must inform our Customer Services Team and follow any reasonable advice given to you by the council.</p>		
	<p>6.20 If your property is fitted with a smoke detector, and/or a carbon monoxide alarm, or other monitoring device you must keep it in working order by replacing batteries and reporting when there is a defect.</p>	New clause added	This clause has been added to reflect the current legal position and to ensure the safety of tenants, visitors and council officers. This change affects

			the rights or responsibilities of the tenant or the Council.
	<p>6.33 You must not give out any keys, fobs or pass codes to entry doors or other restricted access areas.</p> <p>6.34 You are responsible for the safe keeping of your own keys, fobs, and pass codes for the main door entry controlled system and restricted access areas. You will be charged for any replacement or additional key requests</p>	New clauses added	These clauses have been added to reflect the current legal position and to ensure the safety of tenants. This change affects the rights or responsibilities of the tenant or the Council.
	6.35 You must not use any shared electrical point to power or charge any appliance	New clause added	This clause has been added to reflect the current legal position and to ensure the safety of tenants. This change affects the rights or responsibilities of the tenant or the Council.
	6.36 You must not trail electrical wires and/or extension leads and/or cables out of your home including out of any of your windows, doors, vents, pet flaps and letterbox. This includes trailing wires and/or extension leads and/or cables out into any shared area.	New clause added	This clause has been added to reflect the current legal position and to ensure the safety of tenants and council officers. This

			change affects the rights or responsibilities of the tenant or the Council.
	<p>6.37 You agree that we can remove any obstruction or hazard we find in shared areas and charge you for any costs that we incur.</p>	New clause added	This clause has been added to reflect the current legal position and to ensure the safety of tenants and council officers. This change affects the rights or responsibilities of the tenant or the Council.
	<p>6.39 You must dispose of all household rubbish and recyclable waste in a safe and appropriate manner. Household rubbish must be placed in a dustbin, refuse chute or any other designated by the Council. Recyclable waste must be placed in the appropriate bin provided by the Council.</p> <p>6.40 You and anyone living with you must participate in the council's waste and recycling scheme</p> <p>6.41 If you live in accommodation where a shared rubbish chute is provided you must place your rubbish in small bags and place these into the chute. You must not put anything other than daily household waste down the shared rubbish chute.</p>	New clauses added	These clauses have been added for clarity and to reflect the current legal position and to ensure that council homes are kept clean and hygienic and to guard against infestations. This change does not affect the rights or responsibilities of the tenant or the Council.

	<p>6.42 You must not store or accumulate waste in your home and/or your driveway or gardens.</p> <p>6.43 Non-household rubbish must be disposed of appropriately and should not be left in any area designated for household rubbish only. Batteries must not be disposed of with your Household waste.</p> <p>6.44 You must dispose of all household waste and bulky items quickly and appropriately, so they do not cause a nuisance.</p> <p>6.45 You must dispose of any hazardous waste safely and hygienically. This includes, but is not limited to, syringes, nappies and sanitary and incontinence pads, batteries, and household appliances.</p> <p>6.46 You must not flush anything other than human waste and toilet paper down the toilet.</p>		
	<p>6.56 You are responsible for the safe keeping of your own keys, which includes front door, windows, shed(s) and any outbuildings. You will be responsible for paying a reasonable charge for any gain entry or lock change requests.</p> <p>6.57 You and/or members of your household must take reasonable steps to secure your property, for example, lock windows and doors when you go out.</p>	New clauses added	These clauses have been added to reflect the current legal position and to ensure the safety of council homes and tenant belongings. This change affects the rights or responsibilities of the tenant or the Council.
	6.59 We are not responsible for loss or damage to your belongings caused by other residents.	New clause added	This clause has been added to reflect the

			current legal position. This change affects the rights or responsibilities of the tenant or the Council.
	Your right to apply to move:		
	6.63 The offer of a new tenancy within this borough will depend on the urgency of your housing need, the needs of other transfer applicants and on the availability of alternative accommodation.	New clause added	This clause has been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.
	7. Solar Panels		
	7.2 You will be liable to pay us any reasonable costs that we incur to rectify any damage to the Solar Panel system caused by you, members of your household or visitors to your home or any damage caused by your failure to report any damage, disturbance and/or overshadowing to the Solar Panel System of which you are reasonably aware.	New clause added	This clause has been added to reflect the current legal position and to reflect that solar panels are now more commonly installed in/on council homes than was previously the case. This change affects the rights or responsibilities of the tenant or the Council.

			the tenant or the Council.
	<p>8. Repairs</p> <p>8.2 We are responsible for keeping in repair the structure and exterior of your home. This includes roofs, walls, floors, ceilings, window frames, external doors, drains, gutters, and outside pipes.</p> <p>8.3 We are responsible for keeping in repair the structure and exterior of the building in which your home forms part.</p> <p>8.4 We will keep in repair and proper working order the installations in your home for the supply of water, gas, and electricity and for sanitation, including:</p> <ul style="list-style-type: none"> • Basins, sinks, baths, toilets, flushing systems, and waste pipes (but not other fixtures, fittings, and appliances for making use of the supply of water, gas or electricity). • Electric wiring including sockets, switches, and light fittings (excluding bulbs). <p>8.5 We will keep in repair and proper working order the installations in your home for space heating and heating water, including gas pipes, water pipes, water heaters, fitted fires and central heating installations.</p> <p>8.6 We must:</p> <ul style="list-style-type: none"> • carry out repairs for which we are responsible within a reasonable period of time of being put on notice, and • clear up after a repair. <p>8.7 We will take reasonable care to keep any shared areas around your home (e.g. stairs, lifts, landings, lighting, entrance halls, pathways, shared gardens, parking areas and rubbish chutes) in a reasonable condition.</p>	New clauses added	These clauses have been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.

	<p>8.8 We are not responsible for repairing anything that has become damaged or defective as a result of your act or omission or that of a person living with or visiting you. If you have caused damage which presents a health and safety risk and/or a risk to the property or the building that it is in, we will carry out a repair and then re-charge you for the costs of the repair work and to rectify the damage caused.</p> <p>8.9 It is your responsibility to repair or replace the following:</p> <p>Door handles and latches.</p> <p>Toilet chains/handles.</p> <p>Drawer handles.</p> <p>Curtain battens.</p> <p>8.10 We have no responsibility to install, extend or improve existing (unless we are required to do so to abate a statutory nuisance or to satisfy any statutory provisions):</p> <ul style="list-style-type: none"> • Ventilation. • Heating. • Insulation. • Internal plasterwork. • Electrical appliances and fittings within your home. <p>8.12 You must keep appointments that we have agreed with you to inspect, survey and/or carry out any repairs. If you fail to provide access, we may charge you to recover our costs.</p>		
	<p>Improvement works</p>		

	<p>8.20 The council are under no obligation to carry out improvement works in your property.</p>	New clause added	This clause has been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.
	<p>8.21 If the council wishes to carry out improvement works at the property which are considered by the council to be necessary, you will be given reasonable notice of those works and that access is required.</p>	New clause added	This clause has been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.
	9. Alterations and improvements		
	<p>9.4 We will not give you permission to do anything which compromises the fire safety of the property. This includes, but is not limited to, fixtures to the structure and/or exterior of a block of flats, including aerials.</p> <p>9.5 We will not give you permission if permission is sought for an installation which is to be fixed to rendering, cladding, door, window frames or surrounds or the roof.</p> <p>9.7 You must not alter the fire rating of your property by removing walls, doors and/or door closers. If you seek permission for such work, it will be refused.</p>	New clauses added	These clauses have been added to reflect the current legal position and to ensure the safety of tenants and council homes. This change affects the rights or responsibilities of the tenant or the Council.

	<p>9.8 You must not remove external doors and replace them with doors which do not comply with fire regulations. If you seek permission for such work, it will be refused. This includes the entrance door to the property.</p>		
	<p>10. Access to your property</p> <p>10.6 If you live in Sheltered accommodation or Extra Care Housing, the following circumstances are what the council also consider to be urgent and/or an emergency situations which will necessitate a forceable entry:</p> <ul style="list-style-type: none"> a. If there is a fault with the emergency monitoring equipment within your property which is affecting the system operation in other properties and/or wider sites; and/or b. If you are away from your property for more than 7 days and have failed to arrange and notify us of arrangements for flushing of your water supply within your property which assists to counteract the risk of legionella c. If you have failed to allow access for monthly water temperature checks in the property which assists to counteract the risk of legionella. <p>10.8 If you live in a flat or maisonette, we may need to carry out work or repairs on your block or where we will require access to a number of properties</p> <p>10.9 In the event that you fail and/or refuse to provide access when requested we can take legal action against you which could include an Injunction Order compelling you to provide access and/or possession proceedings to recover possession of the property. If we take legal action against you we will seek payment of the council's legal costs from you</p>	<p>New clauses added</p>	<p>These clauses have been added to reflect the current legal position and to ensure the safety of tenants, council officers and council homes. This change affects the rights or responsibilities of the tenant or the Council.</p>

	<p>10.11 If you repeatedly refuse us entry to carry out necessary works, you agree that we may make forcible entry, providing we have given you reasonable opportunity to let us in voluntarily. If we gain entry by force, you are liable for any costs the Council might incur and these will be recovered from you by way of a recharge. We may apply to evict you for repeatedly failing to allow us access to your home.</p>		
	<p>11. Gas</p> <p>11.2 You will receive reminders from us to book your annual gas safety check with us. Upon receipt of these you must book it within the allocated time period. If you do not, we will book it for you and you will be charged for the cost of doing so.</p> <p>11.3 You must ensure that you have sufficient credit on the gas and electric meter to enable the check to be carried out.</p> <p>11.5 You must not obstruct or attempt to obstruct the gas safety engineer and/or any employees of the council who attend at the property to carry out the gas safety check.</p> <p>11.6 You must not make any alterations to any gas appliance or installation in your home (including any gas meter and any other associated pipe work or equipment).</p> <p>11.7 You must not obstruct or hinder access to any gas appliance or installation in your home (including any gas meter and any other associated pipe work or equipment).</p>	<p>New clauses added</p>	<p>These clauses have been added to reflect the current legal position and to ensure the safety of tenants and council homes. This change affects the rights or responsibilities of the tenant or the Council.</p>

	<p>11.8 Gas cookers and hobs are your responsibility to install through a registered provider. You are responsible for getting a gas safety check by a Gas Safe-registered contractor on any appliance you own. You agree that if any Gas Cooker and/or hob is found to have not been installed correctly or installed by a registered provider, the council can ask you to remove it and you must do so. Alternatively, you agree that the council can remove it and re-charge you for the cost of that work.</p> <p>11.9 You must not use any form of combustion heating, portable gas, paraffin heaters or other combustible materials in your home.</p> <p>11.10 You must not interfere with the gas supply.</p>		
	<p>13. CCTV</p> <p>13.1 You must submit a written request to the council before installing any type of domestic CCTV or surveillance equipment, this includes:</p> <ul style="list-style-type: none"> a) Cameras b) Microphones c) Visual or audio recorders d) Smart/video doorbells (including Ring Video Doorbells) <p>13.2 If domestic CCTV or surveillance equipment is installed without written permission from the council, you will be asked to remove it. If you do not remove the equipment when requested, the council will remove it and you will be recharged the costs of the removal and any associated remedial works.</p>	New clauses added	These clauses have been added to reflect the current legal position and reflects the increased use of domestic CCTV and surveillance equipment. This change affects the rights or responsibilities of the tenant or the Council.

	<p>13.3 If the council approves a request for Domestic CCTV or surveillance equipment to be installed, you will be advised of the decision in writing.</p> <p>13.4 The installation of domestic CCTV or surveillance equipment must not cause any damage to your property or the building in which your property is situated.</p> <p>13.5 If the council approves a request for Domestic CCTV or surveillance equipment to be installed, you will be provided with a leaflet which sets out guidance from the Information Commissioners Office. You must comply with all of the guidance provided by the Information Commissioners Office, both in the leaflet and on the Information Commissioners Office's website.</p> <p>13.6 If the council approves a request to install Domestic CCTV or surveillance equipment to be installed, you will be treated as the data controller for the equipment.</p> <p>13.7 If the council approves a request to install Domestic CCTV or surveillance equipment, an officer from the council may visit your property to inspect the equipment. You must provide access for this inspection. If the equipment has caused damage to the property and/or the council become aware that you are not following the guidance provided by the Information Commissioners Office, you will be asked to remove the equipment. If you do not remove the equipment when requested, the council will remove it</p>		
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	<p>and you will be recharged the costs of the removal and any associated remedial works.</p>		
	<p>14. Behaviour</p> <p>14.7 You or any person living with you must not become a member of a gang and/or allow a member of a gang to visit the property and/or become involved in gang related activity or violence.</p> <p>14.8 When we refer to a gang, we mean the definition applied by the Metropolitan Police Authority 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 to demonstrate status) which is causing significant harm to the community and/or is of cross border concern.' Significant harm can have one or more of the following characteristics: significant profit or loss; significant impact on community safety; serious violence; corruption; exercise of control.</p>	<p>New clauses added</p>	<p>These clauses have been added to reflect the current legal position and to ensure the safety of tenants. This change affects the rights or responsibilities of the tenant or the Council.</p>
	<p>15. Pets and Pests</p> <p>15.3 You must keep any animals under proper control.</p> <p>15.4 If you keep a dog, you must keep the dog on a lead at all times except within your own home and garden unless the garden is a shared garden.</p> <p>15.12 You must take all reasonable steps to prevent your pets or visitors' pets from fouling the inside of your property or any communal/shared/shared areas.</p>	<p>New clauses added</p>	<p>These clauses have been added to reflect the current legal position and to ensure the safety of tenants and to ensure that council homes remain clean and hygienic places to live. This change affects the rights or responsibilities of the tenant or the Council.</p>

	<p>15.13 You must not allow any animal droppings to build up in your garden including shared gardens and/or balconies.</p> <p>15.18 You must report any infestation in your home or garden, including communal/shared/shared garden, to us as soon as possible</p>		the tenant or the Council.
	16. Garden and shared Gardens		
	<p>Responsibility for your own garden and outside areas.</p> <p>16.4 You must not plant climbing plants against the building. Climbing plants include ivy.</p> <p>16.5 You must remove self-seeding climbing plants and trees. We reserve the right to recharge you for the cost of removal of any such vegetation and any associated structural repairs.</p> <p>16.6 You must not lay an artificial lawn. This includes astro turf.</p> <p>16.7 You must keep any garden and path clean, tidy and free from obstruction. You should not leave rubbish or large items such as unwanted furniture, white goods, and mattresses in your garden.</p> <p>16.9 You must not dig in the garden to a depth more than 0.5m or in any event within 3m of any structural wall or boundary.</p> <p>16.10 If you do not comply with any of the terms in this section we may clear and/or cut back your garden and/or outside area and re-charge you for the work.</p> <p>16.11 You must not extend any garden and/or outside area beyond its existing boundary.</p>	New clauses added	These clauses have been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.

	<p>16.12 You must not store or leave any personal belongings in any shared gardens or communal/shared outside areas. This includes but is not limited to, flowerpots, children's buggies, bicycles, re-chargeable motorised vehicles, toys, boots, and shoes.</p> <p>16.13 You must not leave any rubbish in any communal/shared gardens or outside areas.</p> <p>16.14 You must not use inflatables or set up any paddling/swimming pools, trampolines and/or bouncy castles in any communal/shared gardens or outside areas without our prior written permission. In deciding whether to grant permission, you will need to demonstrate that you have the necessary public liability insurance cover and that adult supervision will be provided at all times.</p> <p>16.15 You must not install swings and/or slides in communal/shared gardens or outside areas.</p> <p>16.16 You must not light any fires, including bonfires, in any communal/shared gardens. If you use a barbecue this must be at least 5 meters away from any building including garages, sheds, or outbuildings.</p> <p>16.17 You must not cut down, top, lop, uproot, damage, or destroy any tree, shrub, plant or hedge on communal/shared garden or outside areas.</p> <p>16.18 You must not plant any plants, shrubs, hedges and/or trees in any communal/shared garden or outside areas.</p>	New clauses added	These clauses have been added to reflect the current legal position, to ensure the safety of tenants, and to ensure that nuisance is not caused to others. This change affects the rights or responsibilities of the tenant or the Council.
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	<p>16.20 You must not separate off in any way any part of any communal/shared garden or outside areas.</p> <p>16.22 You must not install a gate anywhere on any communal/shared garden or outside areas.</p> <p>16.23 We reserve the right to remove any items that are placed in the communal/shared garden or outside areas without permission and dispose of them, as well as repairing any damage arising from misuse of those areas and recharge the cost to the tenant responsible where known.</p>		
	<p>17. Fences and Boundaries</p> <p>17.5 We will keep in repair any boundary fence or wall we have provided.</p> <p>17.6 We may remove and replace broken fences, gates or walls we have provided rather than repair the existing. We will not necessarily replace any broken fences, gates or walls in a similar style or material as the previous one.</p>	Wording change	The wording of this clause has been altered for clarity and to reflect the current legal position. This change does not affect the rights or responsibilities of the tenant or the Council.
	<p>18. Parking and Vehicles</p> <p>18.1 You and any members of your household and/or visitors to your property must only park on either the road, in a designated parking area or on the driveway to the property, subject to compliance with the other terms of this Tenancy Agreement.</p>	Wording change	The wording of this clause has been altered for clarity and to reflect the current legal position. This change slightly

	<p>18.8 If, within the locality of your property there are car parking spaces with designated electric car charging points, you and any members of your household and/or visitors must only use these spaces if you have an electric car and are using this space solely for the purpose of charging the car</p> <p>18.12 You, any members of your household and/or visitors to your property must not leave any vehicles that are in a dilapidated and unroadworthy condition on any road, designated parking area and any other land that the council own or control in the locality of the property.</p> <p>18.16 In these circumstances, the council will use its best endeavours to notify the owner of the vehicle /or affix a notice onto the vehicle setting out its intention to remove the vehicle if it is not removed from land owned or controlled by the council.</p> <p>18.7 You agree that if the council removes a vehicle belonging to you and/or members of your household and/or visitors to your property in accordance with the above term, the council can re-charge you for the costs incurred in removing the vehicle and any associated costs.</p> <p>18.8 You agree that the council can re-charge you for any costs it incurs in repairing any damage caused from a vehicle (including car, van, boat, caravan, motor home, trailer or commercial vehicle) which is owned by you, a member of your household and/or visitor.</p>		affects the rights or responsibilities of the tenant or the Council.
	<p>19. Electric/battery Powered Wheelchairs, Scooters and Bikes</p>		
	<p>19.2 Electric/battery powered scooters (including wheelchairs and mobility scooters) must not be left or stored in any communal/shared or shared areas inside</p>	Widened & further Clauses	The Council is proposing to add in these additional

	<p>the building your home is in (for example entrance halls, stairs, landings).</p> <p>19.3 If parking areas for Electric/battery powered scooters (including wheelchairs and mobility scooters) are provided, you must park within this area.</p> <p>19.4 You must only charge an Electric/battery powered scooter (including wheelchairs and mobility scooters) between the hours of 8am and 8pm.</p> <p>19.5 When charging an electrical battery you must:</p> <ul style="list-style-type: none"> a. Ensure that the battery is charged on a hard flat surface where heat can dissipate. b. Always follow the manufacturers' instructions when charging. c. Never leave the battery unattended or charge it while you are asleep. d. Only use the correct charger for your battery and buy any replacements from a reputable seller. <p>19.6 Once you have finished charging a battery you must always ensure that you unplug the charger.</p> <p>19.7 You must not modify or tamper with any battery in any electronic/battery powered wheelchair, scooter, or bike.</p> <p>19.7 You must not modify or tamper with any battery in any electronic/battery powered wheelchair, scooter, or bike.</p>		<p>clauses, the effect of which sets out more obligations and prohibitions on the part of the tenant in respect of electric/battery powered scooters.</p>
	<p>19.8 You must not keep quadbikes, surrons or motorbikes inside your home or in any shared areas inside the building your home is in (for example entrance halls, stairs, or landings).</p>	<p>New clause added</p>	<p>This clause has been added to reflect the current legal position. This change affects the rights or</p>

			responsibilities of the tenant or the Council.
	20. Fraud		
	<p>20.1 You must not carry out or commit any fraud in relation to your tenancy.</p> <p>Examples of tenancy fraud include, but are not limited to:</p> <ul style="list-style-type: none"> a. Not telling us the truth about your circumstances, either deliberately and/or recklessly, which induced us to grant you the tenancy. b. Subletting. c. Claiming welfare benefits for the property, for example, housing benefit and/or council tax benefit, when you have no entitlement to receive these benefits. d. Paying your rent or other charges with misappropriated bank cards. <p>Forging documents and/or signatures on documents which are submitted to the council in relation to your tenancy.</p> <p>20.2 Tenancy fraud can result in both criminal prosecution and civil legal action being taken against you. The council can take legal action to seek to repossess the property if you breach the above term, including if you (or somebody acting on your behalf) has been found to have made a statement you know is false or gives us misleading information in order to obtain this tenancy.</p>	New clauses added	These clauses have been added for clarity and to reflect the current legal position. This change does not affect the rights or responsibilities of the tenant or the Council.
	21. Second Home		
	<p>21.1 During your tenancy you should not (either solely or jointly) own or rent any other residential property which is physically and/or legally available for you to</p>	New clauses added	These clauses have been added for clarity and to reflect the

	<p>live in and which would be suitable for you to live in as your home.</p> <p>21.2 You must tell us immediately if you own a residential property and/or have another residential lease or tenancy and/or have a licence to occupy another property.</p> <p>21.3 If you inherit a property during your tenancy the conditions set out in Clauses 22.1 and 22.2 are enforceable once the inherited property is no longer subject to probate and you have owned the property for more than 6 months, following the grant of probate.</p> <p>21.4 If we discover that you have a legal or beneficial interest in another property, we will require you to provide evidence that this it is not your principal home and you must provide this to the satisfaction of the council.</p> <p>21.5 In considering what action should be taken in relation to the above terms, we will consider your circumstances and the proportionality of seeking possession including but not limited to:</p> <ul style="list-style-type: none"> • Whether the property is fit to live in. <p>Whether the property is suitable for your household, taking into account the size of the property, your income and employment, any disability, or medical problems you have, its location in the UK or elsewhere and any other relevant circumstances.</p>		<p>current legal position. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
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	<p>23. Succession</p> <p>Secure tenants - for tenancies that began on or after 1st April 2012.</p> <p>23.8 If you are a Secure tenant on your death and someone is entitled to succeed to the tenancy, that person will also be a Secure tenant.</p> <p>23.9 If you are a Secure tenant, only your spouse, civil partner or cohabitee can succeed to the tenancy as long as they were occupying the property as their only or principal home at the time of your death</p>	<p>New section added for Post 2012 tenancies for clarity</p>	<p>The wording of this section has broken down into tenancy types and commencement of tenancy dates for clarity. This change does not affect the rights or responsibilities of the tenant or the Council.</p>
	<p>25. Ending your Tenancy</p> <p>25.9 If you have a secure tenancy and you are not occupying your property as your only or main home and/or you have sublet all of your home, the Council will end your tenancy by giving you a Notice to Quit. This will give you at least four weeks' notice. The council can then issue possession proceedings against you to evict you from the property.</p> <p>25.10 The council can end your tenancy by obtaining a Possession Order for the property from the court and by the execution of the Possession Order. The council may seek such an order on any of the statutory grounds for possession set out in schedule 2 to the Housing Act 1985 (as amended).</p> <p>25.13 At the end of your tenancy, you must return all keys that you have been provided (including door keys, window keys, keys/fobs for shared areas where applicable, shed keys, alley keys and meter keys) to the council's Civic Office by 12pm (noon) on the day your tenancy ends.</p>	<p>New section added</p>	<p>This section has been added to reflect the current legal position. This change affects the rights or responsibilities of the tenant or the Council.</p>

	<p>25.14 You must provide the council with your forwarding address and contact details.</p> <p>25.19 You agree that if any animal(s) are left in the property they will be treated as abandoned by you and, in these circumstances the council will arrange for the animal(s) to be removed. The council will charge you any costs associated with the removal and care of these animals.</p> <p>25.23 You may not be granted another council tenancy if you:</p> <ul style="list-style-type: none">a. Are evicted from your council property.b. Abandon this property and do not return the keys.c. Leave the property in a poor condition and fail to pay for repairs and/or replacements, and/ord. Owe rent for any previous council properties.		
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