

To: All Members of the CO-PORTFOLIO
HOLDER FOR HOUSING DECISIONS

When calling please ask for:

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Calls may be recorded for training or monitoring

Date: 24 June 2022

Membership of the Co-Portfolio Holder for Housing Decisions

Cllr Nick Palmer

Dear Councillors,

A meeting of the CO-PORTFOLIO HOLDER FOR HOUSING DECISIONS will be held
as follows:

DATE: TUESDAY, 5 JULY 2022

TIME: 6.30 PM (or on the rise of the Executive meeting, scheduled for 6pm
the same evening)

PLACE: COUNCIL CHAMBER, COUNCIL OFFICES, THE BURYS,
GODALMING

The Agenda for the Meeting is set out below.

Yours sincerely

ROBIN TAYLOR
Head of Policy and Governance

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NOTES FOR MEMBERS

Contact Officers are shown at the end of each report and members are welcome to raise questions, make observations etc. in advance of the meeting with the appropriate officer.

Prior to the commencement of the meeting, the Co-Portfolio Holder to respond to any informal questions from members of the public, for a maximum of 15 minutes.

[Questions will be taken in the order in which questioners register with the Democratic Services Officer prior to the start of question time. When read out, each question must be concluded within 2 minutes. In the event that it is not possible to give a verbal response, a written response will be provided following the meeting.]

AGENDA

1. **DECLARATIONS OF INTERESTS**

To receive from members, declarations of interest in relation to any items included on the agenda for this meeting, in accordance with the Waverley Code of Local Government Conduct.

2. **QUESTIONS FROM MEMBERS OF THE PUBLIC**

The Co-Portfolio Holder for Housing to respond to any questions received from members of the public for which notice has been given in accordance with Procedure Rule 10.

The deadline for receipt of questions is 5pm on Tuesday 28 June 2022.

3. **QUESTIONS FROM MEMBERS OF THE COUNCIL**

The Co-Portfolio Holder for Housing to respond to any questions received from Members in accordance with Procedure Rule 11.

The deadline for receipt of questions is 5pm on Tuesday 28 June 2022.

4. **TENANCY REVIEW - CONSULTATION RESULTS AND PROPOSALS** (Pages 5 - 40)

[Portfolio Holder: Councillors Nick Palmer and Paul Rivers]

To share the results of the Tenancy Review Consultation, note the comments from the Landlord Services Advisory Board (LSAB) on 30 June 2022 and for the Co-Portfolio Holder for Housing to agree with the proposals on the use of flexible tenancies, revised Conditions of Tenancy, and Tenancy Policy.

Recommendation

It is recommended that the Co-Portfolio Holder for Housing approves:

- **the proposal to end the use of flexible tenancies for council homes,**
- **the updated conditions of tenancy, to be implemented from 4 September 2022, (following statutory notice); and**
- **the adoption of the revised Tenancy Policy.**

5. EXCLUSION OF THE PRESS AND PUBLIC

To consider the following recommendation on the motion of the Co-Portfolio Holder for Housing:-

Recommendation

That, pursuant to Procedure Rule 20, and in accordance with Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting during consideration of the following item(s) on the grounds that it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that if members of the public were present during these items, there would be disclosure to them of exempt information (as defined by Section 100I of the Act) of the description specified at the meeting in the revised Part 1 of Schedule 12A to the Local Government Act 1972.

6. ANY OTHER ISSUES TO BE CONSIDERED IN EXEMPT SESSION

To consider matters (if any) relating to aspects of any reports on this agenda which, it is felt, may need to be considered in Exempt session.

**For further information or assistance, please telephone
Louise Fleming, Democratic Services and Business Support Team
Manager (Deputy Monitoring Officer), on or by email at
louise.fleming@waverley.gov.uk**

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WAVERLEY BOROUGH COUNCIL

CO-PORTFOLIO HOLDER FOR HOUSING DECISION

5 JULY 2022

Title:

TENANCY REVIEW – CONSULTATION RESULTS AND PROPOSALS

Portfolio Holder: Co-Portfolio Holders for Housing: Cllrs Paul Rivers and Nick Palmer

Head of Service: Hugh Wagstaff, Head of Housing Operations and
Andrew Smith, Head of Housing Delivery and Communities

Key decision: No

Access: Public

1. Purpose and summary

To share the results of the Tenancy Review Consultation, note the comments from the Landlord Services Advisory Board (LSAB) on 30 June 2022 and for the Co-Portfolio Holder for Housing to agree with the proposals on the use of flexible tenancies, revised Conditions of Tenancy, and Tenancy Policy.

2. Recommendation

It is recommended that the Co-Portfolio Holder for Housing approves:

- the proposal to end the use of flexible tenancies for council homes,
- the updated conditions of tenancy, to be implemented from 4 September 2022, (following statutory notice) and
- the adoption of the revised Tenancy Policy.

3. Reason for the recommendation

Stopping issuing flexible tenancies will provide tenants with long term security in their home, reduce unwarranted administrative bureaucracy and improve the landlord and tenant relationship and communications.

Updating the conditions of tenancy for all council tenants will reflect changes in law, regulation and general accepted good practice.

The policy has been updated following the consultation and the decision to stop issuing flexible tenancies to council tenants.

4. Background

4.1 On 24 February 2022, the LSAB received a [Flexible Tenancy Review paper](#) on the officers proposal to end the use of Flexible Secure Tenancies. The Board supported the Portfolio Holder proposal to progress the officers' implementation

plan. It was noted that any change to the type of tenancies granted would need to be reflected in the Council's Tenancy Policy and Tenancy Strategy.

4.2 The statutory tenancy consultation period commenced on 4 April and closed on 29 May seeking council tenants views on the use of flexible tenancies and updated conditions of tenancy. Officers also used the timeframe to consult more widely on revisions to the Tenancy Policy and Tenancy Strategy, in the event that the Council ceased issuing Flexible tenancies.

4.3 The LSAB received progress updates on:

- 31 March 2022 sharing the project plan, proposed amendments to tenancy conditions and consultation methodology
- 28 April 2022 sharing proposed amendments on the Tenancy Policy and Tenancy Strategy and update on initial consultation responses
- 26 May 2022 sharing self assessment against the Regulator of Social Housing's Tenancy Standard and an update on consultation responses.

Consultation Feedback

4.4 A total of 125 responses were received during the consultation period. Of these 113 responses came from tenants. The other 12 responses came from Councillors, other housing providers or colleagues from other statutory agencies.

4.5 Most of the tenants responses came via the online form. The other ways in which tenants could respond was beneficial to deal with enquiries, providing the opportunity and space to ask questions and discuss any concerns.

4.6 Overall, most responses were positive across all response types and for both parts of the consultation.

4.7 The complete report of findings can be found at [Annexe One](#)

Flexible Tenancy Review

4.8 Since September 2014 Waverley have granted introductory and flexible tenancies to all new general needs tenants. Introductory tenancies are for 12 months and flexible tenancies last for a five year fixed term. Tenancies granted before September 2014 are secure (lifetime) and those issued to senior living tenants have remained secure tenancies throughout. We found that flexible tenancies are not successful in maximising the use of council homes, can prevent tenants feeling secure and invested in their home and community and are intensive and complex to manage.

4.9 The feedback demonstrated overwhelming support, 97%, to stop using flexible tenancies. During the drop in events respondents confirmed that some flexible tenants felt insecure in their homes and were therefore reluctant to invest financially and/or emotionally in their home and community. Respondents also stated that these concerns impacted their children's welfare too. Some tenants were considering unsustainable financial options to buy their homes to be able to provide more security to their families than the flexible tenancy.

4.10 Findings - The Housing Service Improvement Team found that there are more disadvantages to operating flexible tenancies than there are advantages. The Housing team have alternative ways to manage stock effectively. There are resource and legal challenges with flexible tenancies. The vast majority of tenant and stakeholder agreed with the proposal to end the use of flexible tenancies. Overall only two comments were received against the proposal.

4.11 Recommendation – The Co-Portfolio Holder for Housing and Head of Housing Operations agree to offer all new and existing tenants lifetime tenancies. To stop issuing Introductory to Flexible Tenancies from 1 September 2022 and work with current flexible tenants from September 2022 to convert to secure tenancy agreements.

Proposed Conditions of Tenancy

4.12 As part of the tenancy review, officers reassessed the conditions of tenancy to ensure they were up to date. The proposed changes reflect changes in law, regulation and general accepted good practice. This ensures that the Council's responsibilities as a landlord and the tenants' responsibilities are clear and fair. The conditions of tenancy were last updated in 2018 so all changes are relatively minor.

4.13 Summary of proposed amendments to Conditions of Tenancy

Remove text	Include text	Update Language
<ul style="list-style-type: none"> • flexible tenancy definition • references to housing related support charge • flexible tenancy succession details 	<ul style="list-style-type: none"> • social housing fraud definition • further complaints info • further compensation info • holiday let info • clarify recharge details • septic tank maintenance • access for electric checks • ASB Closure orders and weapons • video doorbells 	<ul style="list-style-type: none"> • sublet • repairs and maintenance • recharge at end of tenancy

4.14 The full list of proposals can be found at [Annexe Two](#)

4.15 Respondents were generally in favour of the amendments (84%), only 5% did not agree and the remainder provided a neutral response. All responses have been carefully considered. In relation to concerns raised that are directly linked to proposed changes, in most cases it was felt that the proposed wording is the most appropriate to take forward and will continue to be used.

4.16 Officers responded to queries and provided explanation and clarity on:

- Secure tenancies – confirmed with pre 2014 tenants of their tenancy status and security of tenure
- good repair – proposal to remove word “good” as no legal standing and open to interpretation. The requirement for tenants to keep their home in good repair was removed in a previous tenancy agreement review. Repair standards are set in legislation and Waverley’s local policy documents, providing more details on specific works eg Void standard. There is no intention that this legal change to the tenancy will impact the quality of repairs provided.
- septic tanks – clause included to ensure access to complete any works required and for tenants use system appropriately. Following review it is felt that the proposed language is the most appropriate. Confirmed to tenant(s) that responsibility would remain with the landlord.
- lodger and sublet profit – confirmed that the expansion of this clause is to protect the Council against social housing fraud and limit the costs to lodgers/sub tenants. Making a profit specifically refers to receiving rent directly from a lodger or sub tenants that exceeds the rent. Payments to compensate for the work and costs involved in supporting a vulnerable person (eg fostering or Ukrainian sponsors) are not applicable to the clause
- permissions – provided information on how to request permission for pets, this is not a new clause, and reassured that we do not withhold permission as a general rule
- Ring doorbells or other cameras that view outside of the dwelling – made clear that CCTV was already a clause in the conditions of tenancy and this clause clarifies that we do consider these types of devices to be CCTV
- One party ending a joint tenancy due to separation – reassured that we follow the law in relation to this area and work sensitively with tenants on these matters as they arise.
- Accessibility online services – reassured that this was a Council wide position and reassured that the customer service centre is still available.

4.17 Following the consultation responses officers have updated the clause regarding gas appliance checks and included the circumstances of when the new definition of assignment could be used.

4.18 A formal response of the consultation will be published on the website to provide clarity to tenants on these issues. A review of the webpages related to the topics raised will also be completed to make any required improvements.

4.19 Findings - The Housing Service Improvement Team found a number of areas in the tenancy agreement that need to be updated to reflect good practice and protect tenants, homes and communities. The vast majority of tenant and stakeholder agreed with the proposed amendments to the tenancy agreement. Two of the proposed clauses will be expanded upon following feedback.

4.20 Recommendation – The Co-Portfolio Holder for Housing and Head of Housing Operations agree the revised conditions of tenancy. Waverley to serve statutory notice on all tenants in August with a full copy of the new agreement. The revised tenancy conditions to come into effect on Monday 5 September 2022.

Proposed Tenancy Policy

4.21 The Tenancy Policy states the type of tenancies that are issued by the Council as a landlord.

4.22 Summary of proposed amendments to Tenancy Policy

Remove text	Include reference to:	Update Language
<ul style="list-style-type: none">flexible tenancy referencestable of types of tenancytable of exceptions	<ul style="list-style-type: none">joint tenanciessocial housing stigmasuccession rights	<ul style="list-style-type: none">change ethos from maximising use of homes to cohesive communities

4.23 The full revised proposed policy can be found at [Annexe Three](#)

4.24 Findings - The proposed policy has been updated to reflect the decision to stop issuing flexible tenancies, as the vast majority of consultation responses were positive to the proposal. Officers took the opportunity to update the language and include additional information on joint tenant tenancies and succession.

4.25 Recommendation - The Co-Portfolio Holder for Housing and Head of Housing Operations agree the revised Tenancy Policy. Revised Policy to come into effect on Monday 4 September 2022

5. **Relationship to the Corporate Strategy and Service Plan**

The report supports the Council's Corporate commitment to promote 'Good quality housing for all income levels and age groups' and aim to 'be the best council landlord in the South East and to be acknowledged so by our tenants.'

6. **Implications of decision**

6.1 **Resource (Finance, procurement, staffing, IT)**

There are no direct financial implications of moving from flexible tenancies as residents of Waverley stock are charged the same level of rent in flexible tenancies as secure tenancies.

There will be resource savings in time spent ensuring flexible tenancy requirements are met.

6.2 **Risk management**

Current legal risk regarding type of tenancy following five year review and financial risk to respond to legal investigations and any compensation payments. Reputational risk of intrusive reviews and/or on ending flexible tenancy due to under occupation or increase in income with no alternative accommodation available.

6.3 **Legal**

Legal advice has been sought from the Legal Services team and from Counsel regarding both the processes the Council wishes to follow in relation to the

proposed tenancy changes, and the amendments to the Council's tenancy agreement conditions that would update the agreement in line with recent statutory and tenancy management changes.

6.4 Equality, diversity and inclusion

Currently younger tenants received a different type of tenancy to older tenants in senior living schemes and those whose tenancies started pre September 2014. A full Equality Impact Assessment will be completed for any future change in tenancy agreement, tenancy policy and tenancy strategy.

6.5 Climate emergency declaration

Proposal to cease flexible tenancies will contribute to reduced paperwork and officer travel.

7. Consultation and engagement

7.1 Early consultation with Housing Team leaders, Fraud officer and Tenants Panel have been supportive of proposal.

7.2 Statutory consultation from 4 April to 29 May with:

- tenant legal notices,
- tenant face to face events,
- website consultation page,
- online, email and phone feedback facilities,
- direct contact with statutory and voluntary stakeholders,
- use of members bulletin and housing staff email,
- monthly reports to Landlord Services Advisory Board from February
- social media promotion,
- press release and
- Affordable Housing Provider Forum.

8. Other options considered

8.1 To do nothing would result in the continuation of tenants feeling uncertain about their future, due to lack of security in their homes, and ongoing administrative process resources with no outcome for the housing service or residents.

6. Governance journey

- Changes to tenancy agreement term (length)– Portfolio Holder decision following statutory tenant consultation
- Changes to tenancy agreement terms (conditions)– Portfolio Holder decision following statutory tenant consultation
- Tenancy Policy – Portfolio Holder decision following public consultation

Annexes:

- Annexe One Consultation Results
- Annexe Two Proposed Conditions of Tenancy
- Annexe Three Proposed Tenancy Policy

Background Papers

There are no background papers, as defined by Section 100D(5) of the Local Government Act 1972).

CONTACT OFFICER:

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Telephone:	01483 523453	Email:	annalisa.howson@waverley.gov.uk

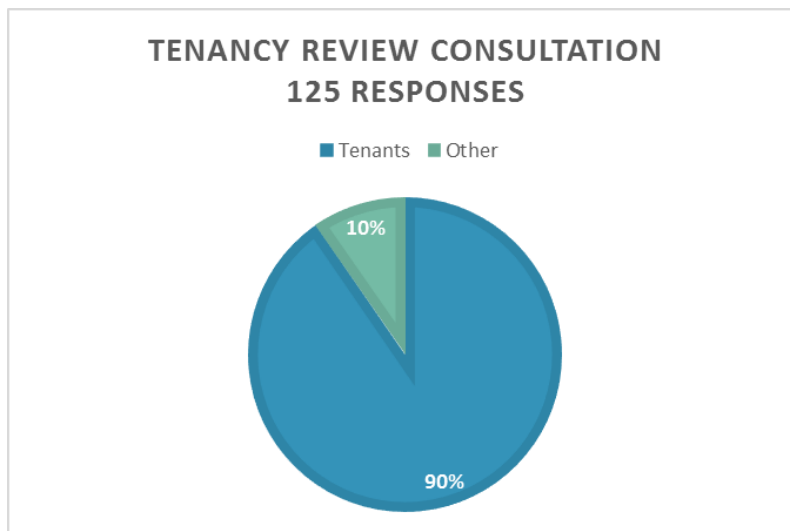
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Tenancy Review Consultation Report

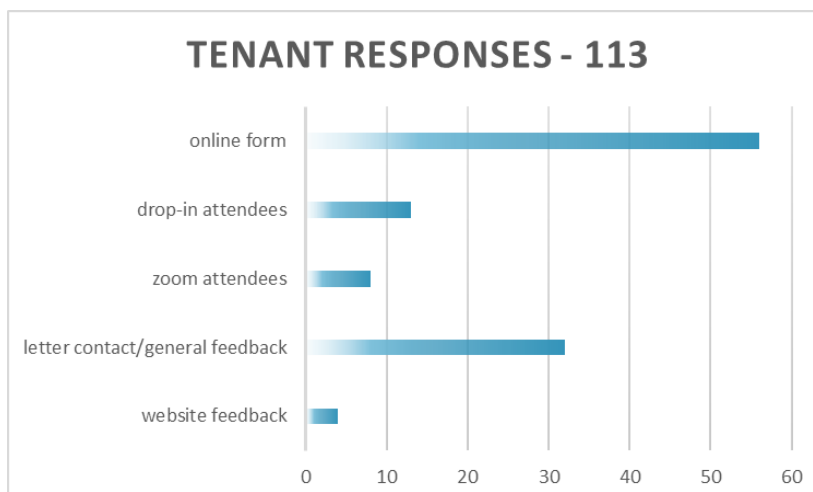
Consultation took place 4 April – 29 May 2022

Overview

125 Responses to the consultation were received during the consultation period. Of these 113 responses came from tenants. The other 12 responses came from Councillors, other housing providers, or colleagues from other statutory organisations.



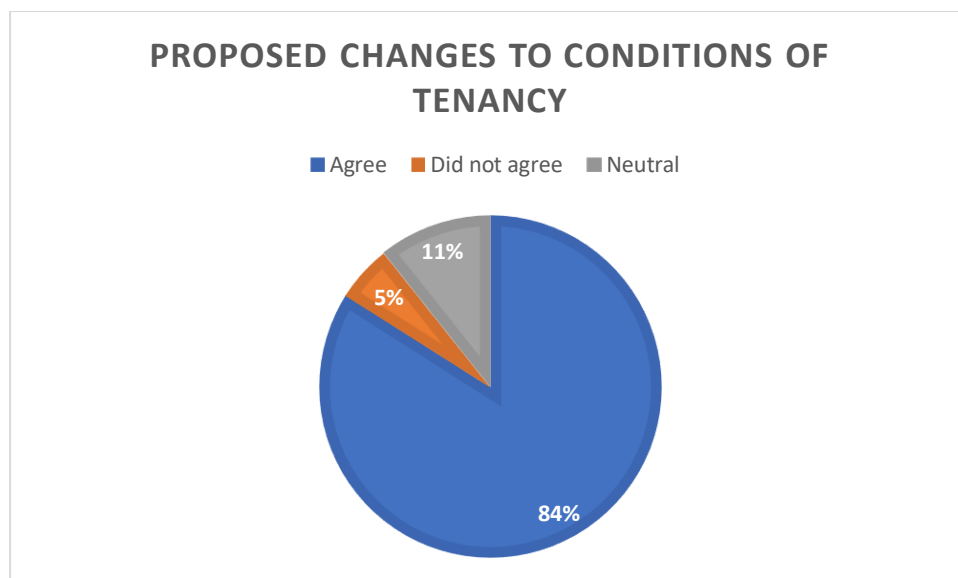
Most of the tenant response came from the online form. The other ways in which tenants could respond was beneficial to deal with enquiries, give space to ask questions and discuss any concerns.



Overall, most responses were positive across all response types and for both parts of the consultation.

Part 2 – Conditions of tenancy

84% of all respondents agreed with our proposed changes to conditions of tenancy. Only 5% (4) did not agree and 11% (8) had a neutral response. A number of concerns came from tenants who were upset how much paper was used to communicate these changes with them but these have been removed from the results, as well as other general enquiries.



Across all responses 13 unique points were raised. Of these six were directly related to the proposed changes. The remaining five were not directly related to the proposed changes but are related to conditions of tenancy (mostly).

All responses have been carefully considered. In relation to concerns raised that are directly linked to proposed changes in most cases it is felt that the proposed wording is the most appropriate to take forward and will continue to be used.

One response has led us to include additional information on circumstances in which the definition 'Assignment' may be used. We are waiting for further direction from our solicitor on the exact wording to insert and where in the conditions is most appropriate.

Despite not being directly related to a proposal one response did highlight an area that did not reflect current practices so has been revised for clarity. This is wording around gas checks and our solicitor has provided more suitable wording.

Due to the amount of response that was not directly related we will be publishing a formal response document on the website to provide clarity to tenants. We will also review webpages related to the topics tenants raised concerns with to see if there are any improvements required. We are also proposing to send all tenants a copy of the new tenancy agreement.

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The proposed changes to your conditions of tenancy

Summary of Proposed Changes

We are proposing to remove:

- The Flexible tenancy definition as we are proposing to stop using this type of tenancy.
- References to housing related support charge as this no longer exists.
- Flexible tenancy succession details as this will no longer be relevant.

We are proposing to include:

- A Social housing fraud definition
- Further complaints information
- Further compensation information
- Holiday let information
- Additional circumstances in which recharges can occur
- Septic tank maintenance information
- Access for electrical checks information
- The power to use Anti-social behaviour (ASB) closure orders
- Handling of weapons information
- Permission for Ring doorbells (with cameras)

We are also proposing to update the language to ensure clarity in these clauses:

- Sublet
- Repairs and maintenance
- Recharge at end of tenancy

All proposed changes

We have listed the proposed changes below. Each table represents a section from the current conditions of tenancy.

The header describes the content included in the column and is repeated on each page:

- “Old No.” refers to the paragraph number in existing Tenancy Agreement
- “Current” refers to existing text in current tenancy agreement
- “Proposed” refers to the new text we are proposing to be included in the amended tenancy agreement
- “New No.” refers to the new paragraph number and
- “Reason” explains why we are proposing to make the change

Definitions

Old No.	Current	Proposed	New No.	Reason
n/a	<p>Flexible Tenancy</p> <p>A flexible tenancy is a type of tenancy that lasts for a fixed period of time and is granted under Section 107A of the Housing Act 1985. A flexible tenant is a tenant under a flexible tenancy.</p>	Remove definition	n/a	The use of flexible tenancies is being reviewed. If they stop being used following consultation the definition will be deleted.

n/a	No current definition	<p>Social Housing Fraud If you part with possession of the whole of the property, or sub-let the whole of the property you will lose security of tenure which cannot be regained. The Council will take steps to end the non-secure tenancy and seek possession of the property. If you sub-let part of the property without our consent you will also be in breach of tenancy and the Council will take steps to end the tenancy and seek possession. Social housing is a scarce resource and the Council takes housing fraud very seriously. If you make an unlawful profit from sub-letting the Council may also ask the Court to order that you pay your profits to them in an Unlawful Profit Order. You may also be prosecuted.</p>	n/a	<p>New definition.</p> <p>The inclusion of this provides clarity to tenants on what constitutes social housing fraud.</p>
n/a	<p>Sublet To give another person the right to live in part but not all of the property (where you do not share any facilities as they have their own).</p>	<p>Sublet To give another person the exclusive right to live in part but not all of the property.</p>	n/a	<p>Insert 'exclusive' before 'right to live' Remove bracketed information.</p> <p>Clearer use of wording.</p>

n/a	No current definition	<p>Assignment An assignment is the transfer of the tenancy to another person or persons during the life of the tenant. Assignment requires the consent of the Council and is normally completed by the signing and witnessing of a Deed of Assignment.</p>	n/a	<p>New definition. Provides clarity of what Assignment means when used in housing terms.</p>
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Important Information about this tenancy agreement

Old No.	Current	Proposed	New No.	Reason
n/a	As an introductory tenant you can be evicted much more easily than a secure tenant if you do not comply with the terms and conditions of your tenancy.	As an introductory tenant you can be evicted more easily than a secure tenant if you do not comply with the terms and conditions of your tenancy.	n/a	<p>Remove 'much' before 'more' Unnecessary wording.</p>
n/a	<p>What is a secure tenancy? You have the right to stay in your home for as long as you want and it remains your only or principal home unless you break one of the conditions of your tenancy or there are other legal reasons for us to apply to the court to evict you.</p>	<p>What is a secure tenancy? You have the right to stay in your home for as long as you want provided it remains your only or principal home unless you break one of the conditions of your tenancy or there are other legal reasons for us to apply to the court to evict you.</p>	n/a	<p>Replace 'and' with 'provided' Clearer use of language.</p>

Section 1 - Your Tenancy

Old No.	Current	Proposed	New No.	Reason
2.	<p>Your rights as a tenant</p> <p>a. You can pass on your tenancy when you die to your husband, wife, civil partner or other partner. This is called succession. There are other conditions and circumstances that apply, these are detailed in Section 11 of this agreement.</p>	<p>Your rights as a tenant</p> <p>a. You can normally pass on your tenancy when you die to your husband, wife, civil partner or other partner. This is called succession. There are other conditions and circumstances that apply, these are detailed in Section 11 of this agreement.</p>	2.	<p>Insert 'normally' before 'pass on'</p> <p>Provides clarity around exceptions.</p>
4.	<p>Ending your tenancy using a court order</p> <p>a. However, there are a few examples of situations when we may have to take court action, even if you are keeping to the tenancy agreement. These include if:</p> <ul style="list-style-type: none"> • the tenancy has been passed on to you after a relative has died and we have to move you to smaller accommodation. 	<p>Ending your tenancy using a court order</p> <p>a. However, there are a few examples of situations when we may have to take court action, even if you are keeping to the tenancy agreement. These include if:</p> <ul style="list-style-type: none"> • the tenancy has been passed on to you after a relative has died and we want to move you to smaller accommodation. 	4.	<p>Replace 'have' with 'want'</p> <p>Clearer use of language.</p>

<p>7.</p>	<p>Access to your information You can see the information we keep on file about you, or your home if you ask. You may usually only see information about other people at your home with their permission. This is governed by the rules of the Freedom of Information Act 2000, and the General Data Protection Regulations 2018, UK GDPR and any implementing legislation.</p>	<p>Access to your information You can see the information we keep on file about you. You may usually only see information about other people at your home with their permission. This is governed by the rules of the Freedom of Information Act 2000, the Data Protection Act 2018, UK GDPR and any other relevant legislation.</p>	<p>7</p>	<p>Removed 'or your home if you ask'.</p> <p>Includes new legislation the Council are required to follow.</p>
<p>8. a</p>	<p>Data protection We may share the personal information you provide with other council services if necessary (for example we may need to do this to prevent and detect fraud or other crimes). We are allowed to do this under the General Data Protection Regulations 2018 and any implementing legislation.</p>	<p>Data protection We may share the personal information you provide with other council services if necessary (for example we may need to do this to prevent and detect fraud or other crimes).</p>	<p>8.a</p>	<p>Remove last sentence, and the legislation may change in the future.</p>

8. b	<p>Data protection Under the General Data Protection Regulations 2018 and any implementing legislation, we must protect any personal information we collect from you and we will keep your personal information safe and secure. We will not share it with other organisations without your knowledge unless we are allowed to do so by law.</p>	<p>Data protection Under data protection rules we must protect any personal information we process and keep it safe and secure. We will not share it with other organisations unless we are allowed to do so by law.</p>	8. b	Update wording to reflect latest legislation and provide clarity around language used.
8	<p>Data protection We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in our privacy policy.</p>	<p>Data protection We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in our privacy policy which can be found on our website.</p>	8	Included 'which can be found on our website' to provide additional information to tenants on their data rights.

<p>12.</p>	<p>Complaints</p> <ul style="list-style-type: none"> We operate a complaints procedure in line with best practice and our corporate complaints procedure. You can find out more about this by visiting our website at www.waverley.gov.uk/complaints or by picking up a leaflet at one of our offices. <p>If you are still not satisfied after you have gone through the complaints procedure, you have the right to refer the matter to a Designated Person (Councillor, MP or Tenants Complaints Panel) and the Housing Ombudsman.</p>	<p>Complaints</p> <ul style="list-style-type: none"> We have a corporate complaints procedure which is in line with best practice recommended by the Housing Ombudsman Service. You can find out more about this procedure by visiting our website at www.waverley.gov.uk/complaints or, you can contact our Customer Services Team. <p>If you are still not satisfied after you have gone through our complaints procedure, you have the right to ask a Designated Person (Councillor, MP or Tenants Complaints Panel) to review your complaint. If the matter is not resolved by the Designated Person, you can take your complaint to the Housing Ombudsman. However, if you would prefer not to participate in the Designated Persons process you can wait eight weeks from the date of the Council's final response to your complaint and go directly to the Housing Ombudsman.</p>	<p>12.</p> <p>This provides clarity that best practices followed are those recommended by the Housing Ombudsman.</p> <p>Reflects the Council's ambitions to have greener working practices by removing the promotion of leaflets and instead directs to information online or via the customer service centre.</p> <p>Also provides tenants with clearer details of their rights in regard to complaints.</p>
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12. b	Complaints We operate a compensation policy in cases where you have had difficulties with our services, lost money or have made improvements to your home. We can provide you with details of the policy on request.	Complaints We operate a compensation policy in cases where you have had difficulties with our services which has led to you suffering inconvenience or loss of facilities, lost money , or you have made improvements to your home at your own expense and are moving to another property . We can provide you with details of the compensation policy on request.	12. b	Additional information on circumstances in which compensation may be awarded.
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Section 2 – Your rent, other charges and outgoings

Old No.	Current	Proposed	New No.	Reason
6&7	Housing related support charge	Delete entire clause	n/a	Update by removing sections 6 and 7 as housing related support charge no longer exists.

Section 3 – Using your home

Old No.	Current	Proposed	New No.	Reason
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1. c	You must use the property as your only or main home.	I. You must use the property as your only or main home. II. You must not use your home for Airbnb, B&B, or other holiday let.	1. c	Include additional information 'you must not use your home for Airbnb, B&B, or other holiday let' to provide clarity to tenants around expectations of use of property. Split section into sub points to ensure information is presented in a clear way.
1. j	You and any other person, including children living in the property, are responsible, with other tenants or residents, for keeping any shared areas such as hallways and landings clean and tidy. You must not store or leave any items including personal belongings, rubbish or dangerous items in these areas. Or we will remove an recharge.	You and any other person, including children living in the property, are responsible, with other tenants or residents, for keeping any shared areas such as hallways and landings clean and tidy. You must not store or leave any items including personal belongings, rubbish or dangerous items in these areas. If you do, we will remove the items and you will have to pay our reasonable costs of doing so.	1.j	Amends wording around when we will recharge to use clearer language.
1.l	No current clause	If your property is serviced by a septic tank, you are responsible for ensuring that it is used properly and you will facilitate the emptying and maintenance of the system.	1.l	Includes additional point around the responsibility of emptying and maintaining septic tanks.

2. c	Access to your home By law we must check the safety of the gas appliances in your home every year.	Access to your home By law we must check the safety of the gas appliances in your home every year and electrical installations every five years.	2. c	Include that we will be checking electrical installations every five years.
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Section 4 – Looking after your garden

Old No.	Current	Proposed	New No.	Reason
5.	Existing or new dividing fences, timber sheds and, greenhouses and conservatories are your responsibility to maintain and replace. When you take over the tenancy, they are your responsibility, unless we tell you otherwise.	Existing or new dividing fences, sheds and greenhouses are your responsibility to maintain and replace. When you take over the tenancy, they are your responsibility, unless we tell you otherwise.	5.	Remove ‘timber’ before sheds to provide clarity that all types of sheds are covered. Remove conservatories from being the tenants responsibility if pre existing in property in line with current legal guidance.

Section 5 – Nuisance and anti-social behaviour

Old No.	Current	Proposed	New No.	Reason
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1.	<p>General We will not accept any nuisance or anti-social behaviour and will take firm action to tackle this. We have a number of tools available to us to tackle nuisance and anti-social behaviour and we will use whatever tool we consider reasonable and proportionate in the circumstances, which may include mediation, an acceptable behaviour contract, a demotion order, injunctions, exclusion orders or a possession order.</p>	<p>General We will not accept any nuisance or anti-social behaviour and will take firm action to tackle this. We have a number of tools available to us to tackle nuisance and anti-social behaviour and we will use whatever tool we consider reasonable and proportionate in the circumstances, which may include but is not limited to mediation, an acceptable behaviour contract, a demotion order, closure order, injunctions, exclusion orders or a possession order.</p>	1.	<p>Additional wording to make clear that the list of tools provided are examples and not inclusive and other action can be taken provided it is reasonable and proportionate.</p> <p>Add closure order to the list in line with the Anti-social Behaviour, Crime and Policing Act 2014.</p>
2.	<p>Your responsibilities a. Unacceptable behaviour includes the following: <i>bullet point 6.</i></p> <ul style="list-style-type: none"> • using the property, the area nearby or any shared areas for any criminal, immoral or illegal purpose, including buying, selling or using any illegal drugs, or storing or handling stolen goods. 	<p>Your responsibilities a. Unacceptable behaviour includes the following: <i>bullet point 6.</i></p> <ul style="list-style-type: none"> • using the property, the area nearby or any shared areas for any criminal, immoral or illegal purpose, including buying, selling or using any illegal drugs, or storing or handling stolen goods or weapons 	2.	<p>Add 'weapons' to ensure clarity that handling weapons will not be tolerated to ensure communities are safe for all.</p>

Section 6 – Keeping animals and pets

Old No.	Current	Proposed	New No.	Reason
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1.	Permission will not be withheld as a general rule but we retain the right to withdraw permission at any time	We retain the right to withdraw permission at any time.	1.	Clearer use of language
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Section 8 – Repairs and maintenance

Old No.	Current	Proposed	New No.	Reason
2.	<p>Your responsibilities</p> <p>f. If you, your friends, relatives, children or any other person living in or visiting the property damages any items, you are responsible for repairing, renewing or replacing these items at your own cost even if they are normally our responsibility. If we have to carry out the work, we will charge you the cost of the work.</p>	<p>Your responsibilities</p> <p>f. If you, your friends, relatives, children or any other person living in or visiting the property damages the property or any items, you are responsible for repairing, renewing or replacing these items at your own cost even if they are normally our responsibility. If we have to carry out the work, we will charge you the cost of the work.</p>	2.	<p>Add ‘the property or’ before any items.</p> <p>Makes clear our expectations around damages includes the property itself as well as any items in the property.</p>

Section 9 – When you need our written permission

Old No.	Current	Proposed	New No.	Reason
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3.	Below is a list of the main things you need to ask our written permission for: <ul style="list-style-type: none"> making structural changes, alterations, improvements or additions to the property. 	Below is a list of the main things you need to ask our written permission for: <ul style="list-style-type: none"> making structural changes, alterations, improvements or additions to the property. This includes laminate or wooden flooring. 	3.	Include 'laminate or wooden flooring' to ensure this is clear.
3.	Below is a list of the main things you need to ask our written permission for: <i>Bullet point 8</i> <ul style="list-style-type: none"> fitting, a satellite dish or closed-circuit television system (CCTV) a CB or amateur-radio aerial to the property or within its boundaries 	Below is a list of the main things you need to ask our written permission for: <i>Bullet point 8</i> <ul style="list-style-type: none"> fitting, a satellite dish or CB amateur-radio aerial or closed-circuit television system (CCTV) to the property or within its boundaries (this includes Ring doorbells or other cameras that view the outside of the dwelling). 	3.	Ring doorbells have been included to ensure clarity for tenants. Additional information can be given to tenant around their responsibilities upon permission request.

Section 11 – Succession Rule

Old No.	Current	Proposed	New No.	Reason
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1.	...Other family members as defined by s113 of the Housing Act 1985 may be able to succeed to an introductory tenancy.	...Other family members as defined by s113 of the Housing Act 1985 may be able to succeed to an introductory tenancy, or a secure tenancy granted before 1 April 2012, provided they lived with you for the 12 months before your death and the property is their only or principal home.		Include additional information on succession rules when tenancy pre-dates April 2012 to provide clarity.
3	Where a spouse/civil partner/other partner succeeds to a secure tenancy under point 11(1) they will obtain whatever type of tenancy the law prescribes at the time, for example a secure tenancy, or upon the immediate end of the secure tenancy, a fixed term for five years.	Delete 11.3	1 & 2	The use of flexible tenancies is being reviewed. If they stop being used following consultation point 3 will no longer be required in conditions of tenancy to reflect these changes.

Section 12 – Ending your tenancy

Old No.	Current	Proposed	New No.	Reason
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n/a	You can end your tenancy at any time by giving the Council at least four weeks' notice in writing. The notice period and the tenancy must end on a Sunday and the keys must be returned to our offices by 9.30am the next day. We can, at our discretion, waive the above requirements and accept shorter notice, or a notice ending on a different day, but we do not have to.	You can end your tenancy at any time by giving the Council at least four weeks' notice in writing. The notice period and the tenancy must end on a Sunday and the keys must be returned to our offices by 9.30am the next day. When a notice is given by a sole tenant or both joint tenants we can, at our discretion, waive the above requirements and accept shorter notice, or a notice ending on a different day, but we do not have to.	n/a	Insert additional text to ensure the circumstances in which we can use our discretion to accept a shorter notice.
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Section 13 – Moving out of home

Old No.	Current	Proposed	New No.	Reason
c.	You must return all the keys, including shared door keys and fobs to our offices by 9.30am on the Monday that the notice period and your tenancy ends. If you fail to return keys, you agree to pay the costs of a lock change.	You must return all the keys, including shared door keys and fobs to our offices by 9.30am on the Monday after the notice period and your tenancy ends. If you fail to return keys, you agree to pay the costs of a lock change.	c.	Replace 'that' with 'after'. Provides clarity in language used as tenancy ends on Sunday.

<p>h.</p>	<p>Please remember that we will charge you for any of the following at the end of your tenancy: <i>Bullet 2</i> We will charge you our costs if we have to clear rubbish or personal belongings left behind in the property or within the boundaries of the property.</p> <p><i>Bullet 3</i> We will charge the costs involved in repairing damage to the property, putting right any alterations made to the property without permission</p>	<p>Please remember that we will charge you for any of the following at the end of your tenancy: <i>Bullet 2</i> We will charge the costs involved in clearing the home, repairing damage to the property, putting right any alterations made to the property without permission or with conditional permission for their removal at the end of the tenancy, or changing locks.</p>	<p>h.</p>	<p>Combines bullet points around costs incurred through clearing the property with repairing damage to the property and any alterations made without permission.</p> <p>Also clarifies charges will be incurred with alterations made to property with conditional permission for removing at the end of tenancy if this fails to happen.</p>
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Section 14 – Altering your agreement

Old No.	Current	Proposed	New No.	Reason
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n/a	<p>Except for any changes in your rent or service charges, or if the law changes (including future legislation), your tenancy agreement can only be changed with the written permission of both you and us, or if the court orders it. For example, you may become a demoted tenant by court order and you will then get a new Demoted Tenancy Agreement.</p> <p>We also have the legal right to change the tenancy conditions of this agreement after consulting with you.</p>	<p>Except for any changes in your rent or service charges, or if the law changes (including future legislation), your tenancy agreement can be changed with the written permission of both you and us, or if the court orders it. For example, you may become a demoted tenant by court order and you will then get a new Demoted Tenancy Agreement.</p> <p>We also have the legal right to change the tenancy conditions of this agreement after consulting with you.</p>	n/a	<p>Remove 'only' before 'be changed'.</p> <p>Provides clarity to tenants given the ability to review after consultation.</p>
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Section 16 – Additional rights (secure tenants only)

Old No.	Current	Proposed	New No.	Reason
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<p>a.</p>	<p>You can take in lodgers to share your home with your family as long as you do not overcrowd the property. You do not need our written permission to do this but must notify us in advance of the name and age of who is to live in your home.</p>	<p>You can take in lodgers to share your home with your family as long as you do not overcrowd the property. You do not need our written permission to do this but must notify us in advance of the name and age of who is to live in your home. You agree that if we notify you that a proposed lodger is unsuitable because of our knowledge of their past behaviour or history, you will not allow them to live with you.</p>	<p>a.</p>	<p>Add additional information to make clear that where we find a proposed lodger unsuitable they will not be allowed to reside at the property.</p>
		<p>You must not make a profit from your home. This means that any payments you receive from lodgers and subtenants for whom you have permission must be less than the rent you pay.</p>	<p>c.</p>	<p>Additional clause to ensure clarity that profit cannot be made from council property.</p>

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Waverley Tenancy Policy

1.0 Purpose of the tenancy policy

- 1.1 The purpose of this Tenancy Policy is to explain the types of tenancies that will be offered in properties owned and managed by Waverley Borough Council. The policy, effective from 5 September 2022, is to ensure that the most appropriate tenancies are granted to maintain cohesive communities and enable the best use of the Council's homes. In adopting this Tenancy Policy the Council has had due regard to its adopted Tenancy Strategy.
- 1.2 The main types of tenancies that the Council can grant are secure tenancies, flexible tenancies and introductory tenancies.

2.0 Background and scope of the tenancy policy

- 2.1 The Regulatory Framework for Social Housing in England from April 2012, published by the Homes and Communities Agency (HCA) in March 2012, requires the Council to publish clear and accessible policies, which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud. The Regulatory Framework specifies what should be included in a tenancy policy.
- 2.2 In accordance with paragraph 2.1 of the Tenancy Standard within the Regulatory Framework requires the Council to issue tenancies that are compatible with the purpose of the accommodation, the needs of individual households, the sustainability of the community and the effective use of their housing stock.
- 2.3 Following a review and consultation the Council decided to cease issuing Flexible tenancies in July 2022. The Council recognised that there are more disadvantages than advantages in operating flexible tenancies. The Council are proactive in tackling stigma associated with social housing tenants, recognise the charter for social housing residents' commitments and support tenants and communities to thrive. Offering all new and existing tenants a lifetime tenancy assists in achieving these aims and make best use of council resources.

3.0 The type of tenancies that will be granted

- 3.1 The Council will only grant introductory, secure or temporary non secure tenancies. From 5 September 2022 the council will not issue flexible tenancies as enacted by the Localism Act 2011. [subject to consultation feedback] The tenancies that Waverley Borough Council will grant are:

Type of tenancy	Legal basis	Definition	Tenancy length
Secure tenancy	Housing Act 1985, Part IV, Sections 79-81	Lifetime tenancy, following an introductory tenancy	Lifetime
Introductory tenancy	Housing Act 1996, Part V, Chapter 1, Sections 124-125	one year tenancy issued to new tenants for the first year of their tenancy	one year
Temporary Non secure tenancy	Housing Act 1985, Schedule 1	Non secure tenancy granted to homeless households in temporary accommodation.	Periodic tenancy

- 3.2 All new tenants will be granted an introductory tenancy for the first 12 months, followed by a secure tenancy, provided the conditions of tenancy have been met. The Council has the option of extending an introductory tenancy by an additional six months if the terms and conditions of the tenancy have not been met.
- 3.3 Temporary non-secure tenancies are granted to homeless household or ineligible successors while alternative accommodation is secured.
- 3.4 All existing fixed term tenancies will be transitioned to secure lifetime tenancies. This may be during or at the end of a fixed term, depending on the results of individual consultation with all tenants currently holding a fixed term tenancy.

4 The policy on granting discretionary succession rights

Succession rights to secure and flexible tenancies granted after 1 June 2013 will be restricted to spouses, partners and cohabiters, unless Waverley Borough Council choose to use its discretionary succession rights in accordance with paragraph 2.1.9 of the Tenancy Standard within the Regulatory Framework for Social Housing in England from April 2012, published by the Homes and Communities Agency (HCA) in March 2012, where the granting of the succession takes account of the needs of vulnerable household members. The Council has chosen not to grant discretionary succession rights beyond the legislation given the housing need in the borough.

5 Joint tenancies

The council grant joint tenancies to joint applicants following a successful bid and offer process. Requests to add a tenant (sole to joint) will be considered and the proposed tenant's eligibility assessed. The proposed tenant must demonstrate that they are the spouse, partner or cohabitee of the sole tenant, provide evidence

that they have been occupying the home for 12 months as their only or principal home and that they meet the allocation scheme eligibility criteria for social housing.

Proposed Copy

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