

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 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>

7.	<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>	7	<p>Removed 'or your home if you ask'.</p> <p>Includes new legislation the Council are required to follow.</p>
8. a	<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>	8.a	<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	<p>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.</p>	<p>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.</p>	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.	<p>Below is a list of the main things you need to ask our written permission for:</p> <ul style="list-style-type: none"> making structural changes, alterations, improvements or additions to the property. 	<p>Below is a list of the main things you need to ask our written permission for:</p> <ul style="list-style-type: none"> making structural changes, alterations, improvements or additions to the property. This includes laminate or wooden flooring. 	3.	<p>Include 'laminate or wooden flooring' to ensure this is clear.</p>
3.	<p>Below is a list of the main things you need to ask our written permission for: <i>Bullet point 8</i></p> <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 	<p>Below is a list of the main things you need to ask our written permission for: <i>Bullet point 8</i></p> <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.	<p>Ring doorbells have been included to ensure clarity for tenants.</p> <p>Additional information can be given to tenant around their responsibilities upon permission request.</p>

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>