

Table of Substantive Changes

The Council proposes to replace all the terms and conditions of your existing tenancy with the terms and conditions as set out in the document entitled "Variation of Terms and Conditions".

This table sets out the nature and effect of the clauses of the said document where the clauses are different to the clauses in your existing tenancy agreement. It does not deal with changes of style only changes where the effect of the new clause will be the same as a similar clause in your existing tenancy even though the wording is different.

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>"Your rent and other charges" provisions starting at clause 1.0</p>	<p>Clause 1.1.2 - States that we are considering moving to no rent free periods with effect from April 2017. This means that there will be no longer rent free weeks during the year and your rent will be calculated over 52/53 weeks. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 1.1.2 - Also specifically states rent must be paid weekly in advance. Your existing tenancy agreement does not refer to this.</p> <p>Clause 1.1.11 - Makes reference to expected changes in law whereby if the tenant's household is considered being a higher earning household, the tenant is expected to pay near market or full market rent. An obligation is placed on you to either pay the increased rent or give back possession of the property.</p> <p>Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Anti-social behaviour” provisions starting at clause 2.2</p>	<p>Clause 2.2.1 - There is a new definition of anti-social behaviour which is wider than the definition used in your existing tenancy agreement. There is a specific prohibition against committing acts of anti-social behaviour This specific prohibition is not in your existing tenancy agreement.</p> <p>Clause 2.2.2 - States a new specific prohibition against harassment on the grounds race, age, gender reassignment, marriage or civil partnership, pregnancy and maternity, religion and belief, sex, sexual orientation, disability, or for any other reason. This prohibition is new and not part of your existing tenancy agreement.</p> <p>Clause 2.2.3 - Lists acts of anti-social behaviour which is not contained in your existing tenancy agreement.</p>
<p>“Illegal Activities” provisions starting at clause 2.3 of new tenancy agreement</p>	<p>Clause 2.3.1 - There is a new clause prohibiting criminal, illegal or immoral acts. The clause is similar to a previous prohibition which forms part of your existing tenancy agreement. The proposed prohibition now includes the following acts:-</p> <ul style="list-style-type: none"> •cultivating or manufacturing, selling or conspiring to sell, using, possessing or dealing in “controlled drugs” which are defined by Section 2 of the Misuse of Drugs Act 1971; •the storage or manufacture of unlicensed firearms and/or offensive weapons; •handling or storing stolen or counterfeit goods including vehicles; •using your Property as a brothel or for prostitution in the locality of your Property; •storing or distributing racial, offensive or illegal material. <p>Clause 2.3.2 - There is a new clause that there is a requirement to seek the Council’s permission to store a licensed weapon at the Property. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Threats to employees” provisions starting at clause 2.5 of new tenancy agreement</p>	<p>Clause 2.5.1 – There is a new clause that you must not abuse, assault, threaten, harass or obstruct our employees or Councillors in person, by telephone, in writing or in any other way, whether at the Property or elsewhere such as at our offices, in public or in the locality. Your existing tenancy agreement does not contain this provision.</p>
<p>“Misrepresentation” provisions starting at clause 2.6 of new tenancy agreement</p>	<p>Clause 2.6.1 – There is a new clause that states that you must disclose to us in writing within a specific timescale about any complaints made against you that you have behaved in an anti-social behaviour way, nuisance or committed any incident of tenancy fraud.</p> <p>If we find out that you have not made full disclosure of any relevant information under clause 2.6.1 this will be treated as a breach of this agreement and we will take steps to end the tenancy. Your existing tenancy agreement does not contain this provision.</p>
<p>“Gang membership” provisions starting at clause 2.7 of new tenancy agreement</p>	<p>Clause 2.7.1 – There is a new clause prohibiting you or anyone living with you to become a member of a gang or allow a member of a gang to visit the property. This prohibition is new and not part of your existing tenancy agreement.</p>
<p>“Living in your Property” provisions starting at clause 3.0 of new tenancy agreement</p>	<p>Clause 3.1.2 – There is a new clause that states if we have reason to believe that you are not living in your property as your only or principal home or you have abandoned it, we will take action to obtain possession. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
“Living in your Property” provisions starting at clause 3.0 of new tenancy agreement	<p>Clause 3.1.3 – There is a new clause that states that we will serve a Notice to Quit and apply to court for an order to take possession of your property if we believe that you are no longer occupying the property as your only or principal home. Your existing tenancy agreement does not contain this provision.</p>
“Subletting” provisions starting at clause 3.4 of new tenancy agreement	<p>Clause 3.4.1 – This clause has been re-worded to make it clear that you must not sublet part of the Property without our written consent or sublet or part possession of the whole of the Property. If we believe that you have sublet or part possession of the whole property then we can obtain an order for an order to take possession of your property.</p> <p>Clause 3.4.3 – There is a new clause that tenants are responsible for the behaviour of any sub-tenants and/or lodgers, this includes making sure they comply with the terms and conditions of the tenancy agreement. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.4.4 – There is a new clause that makes reference to the Prevention of Social Housing Fraud Act 2013. A tenant will commit an offence if he sub-lets the whole or part of the property such that the property is no longer his only or principal Home and he knows that this is contrary to the express or implied terms of his tenancy. Your existing tenancy agreement does not contain this provision.</p>

<p>Effect of proposed provisions as set out in the Variations of Terms and Conditions</p>	<p>Change of substance</p>
<p>“Changed circumstances” provisions starting at clause 3.5 of new tenancy agreement</p>	<p>Clause 3.5.1 – There is a new clause that states that you must not own or rent any other residential property which it would be reasonable for you to live in as your main property. You must inform us if you own a residential Property or have another residential lease or tenancy or inherit a property. Your existing tenancy agreement does not contain this provision.</p>
<p>“Using your Property” provisions starting at clause 3.6 of new tenancy agreement</p>	<p>Clause 3.6.1 – There is a new clause that you must keep your property in a clean and tidy condition. This means that you must not do anything that may lead to a health and safety or fire risk to you, anyone else or to the property. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.6.2 – There is a new clause that states that you must ensure that you are able to evacuate your property in the event of a fire or other emergency situation. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.6.3 – There is a new clause that we ask that you allow us clear access including removing possessions to enable us to undertake any repair or Improvement works to your Property. We may refuse to carry out works until such time as clear access to all work areas is available. You are advised to contact us in advance of any appointment if you anticipate you will have difficulties in complying with this clause. Your existing tenancy agreement does not contain this provision.</p> <p>Clauses 3.6.4 – 3.6.5 – There is a new clause that you must not use or enter any loft space of the property without our written consent. We accept no liability for personal injury or damage to your property should you use</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Using your Property” provisions starting at clause 3.6 of new tenancy agreement</p>	<p>or enter the loft space. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.6.8 – There is a new clause prohibiting you setting light to any sky lanterns from the Property. This prohibition is new and not part of your existing tenancy agreement.</p> <p>Clauses 3.6.9 – 3.6.10 – There are new clauses that state you are responsible for pest control at your Property including the treatment of ants and the removal of wasp nests or beehives at your property. You may be eligible for financial assistance to pay for pest control. Your existing tenancy agreement does not contain this provision.</p>
<p>“Gardens” provisions starting at clause 3.8 of new tenancy agreement</p>	<p>Clause 3.8.2 – There is a new clause that you must obtain written consent from us to plant a tree within your boundary of your property. We reserve the right to refuse consent for certain types of fast growing trees, such as Leyland cypress conifers. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.8.3 – There is a new clause that states any trees or shrubs that are causing a nuisance/annoyance or are dangerous, we may give you written notice asking you to remove or cut back within a certain timescale. If you do not do so we may enter your property and carry out the works. You will be liable for our reasonable costs in carrying out the works. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.8.4 – There is a new clause that states you must not remove any trees or boundary hedges without our consent. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.8.5 – There is a new clause that states you must not erect fencing or plant hedges or trees in areas which are designated open plan areas. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Gardens” provisions starting at clause 3.8 of new tenancy agreement</p>	<p>Clause 3.8.6 – There is a new clause that states you are responsible for notifying us if there is a good reason you are unable to look after your garden or arranging for someone to look after it on your behalf. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.8.7 – There is a new clause that you must obtain written consent from us before you or members of your household wish to do any of the following:</p> <ul style="list-style-type: none"> • place, build or erect any greenhouse, garage, shed, patio, decking, aviary, fencing, conservatory, pigeon-loft, fishpond, pool or similar structure in your garden or communal area or anywhere in/or on Council Property; • place, build or erect any gate or barrier across a communal path; • replace or erect fencing. Where we allow fencing, it should be no higher than one metre at the front or two metres at the back of your Property; • make changes to boundary walls, outbuildings or hard surfaces. <p>Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.8.8 – There is a new clause that states that we may not grant written consent for items listed under clause 3.8.7 for properties which are situated in a conservation area or are classed as being listed buildings. Your existing tenancy agreement does not contain this provision.</p>
<p>“Communal areas” provisions starting at clause 3.9 of new</p>	<p>Clause 3.9.2 – A new bullet point has been added to this clause that states you must not fly tip in communal areas. We consider this an offence and we will prosecute. Your existing tenancy agreement does not contain this</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>tenancy agreement</p> <p>“Communal areas” provisions starting at clause 3.9 of new tenancy agreement</p>	<p>additional bullet point.</p> <p>Clause 3.9.3 – There is a new clause that states that communal areas are not to be seen as an extension to your property. You must seek written consent from us if you would like to place any of your belongings in or on Communal areas. Your existing tenancy agreement does not contain this provision.</p>
<p>“Pets and animals” provisions starting at clause 3.10 of new tenancy agreement</p>	<p>Clause 3.10.1 – There is a new clause that you must be a responsible pet owner. This means that you must ensure that any pet(s)/animal(s) you are allowed to keep at the Property:-</p> <ul style="list-style-type: none"> • it has a suitable environment; • it is kept securely and cannot escape; • it is provided with a suitable diet and fresh water; and • it is protected from pain, suffering, injury and disease. <p>Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.10.5 – There is a new clause that states we reserve the right to withdraw our consent for you to have a pet(s)/animal(s) at any time. If our consent is withdrawn you will immediately remove the pet(s)/animal(s). Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.10.6 – There is a new clause prohibiting intentional breeding of any pet(s)/animal(s), this includes selling them for profit. This prohibition is new and not part of your existing tenancy agreement.</p> <p>Clause 3.10.7 – There is a new clause that you must not keep pigeons at your property unless you have our</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Pets and animals” provisions starting at clause 3.10 of new tenancy agreement</p>	<p>Written consent. You are required to provide us with the relevant paperwork to support this request. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.10.8 – There is a new clause that states that if you or a member of your Household requires a support dog, you must supply us with the relevant paperwork to show this pet(s)/animal(s) is required. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.10.9 – There is a new clause that states if you move out of your Property, you must not leave any pet(s)/animal(s) at the Property. If you do so you will be liable for our costs in dealing with such pet(s)/animals. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.10.10 – There is a new clause that states you must not bury your pet(s)/animal(s) in any part of the Property or communal gardens. You will be responsible of disposing of any pet(s)/animal(s) in the correct manner. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.10.11 -There is a new clause that states that you must not look after someone else’s pet(s) or animal(s) at the property without our written consent. Your existing tenancy agreement does not contain this provision.</p>
<p>“Vehicles and parking” provisions starting clause at 3.11 of new tenancy agreement</p>	<p>Clause 3.11.1 - New bullet points have been added to this clause that states you must not:-</p> <ul style="list-style-type: none"> •carry out major repairs to Vehicles on your Property. You are allowed to carry out general maintenance and repairs such as topping up windscreen washer fluid, oil or water, changing tyres, putting in a new sound system or changing windscreen wipers etc. but you must not cause a nuisance; •sell, rent or give away any parking space or garage let to you; •park in a designated disabled parking bay unless you have a valid blue badge; or

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Vehicles and parking” provisions starting clause at 3.11 of new tenancy agreement</p>	<p>•abandon any unwanted motor Vehicle, caravan trailer or boat on any Council land. The Council reserves the right to remove any such Vehicle and recharge you the costs of its removal. Your existing tenancy agreement does not contain these additional bullet points.</p> <p>Clause 3.11.2 – There is a new clause that states that you must display clearly on the front windscreen/dashboard of the vehicle a valid parking permit when parking in designated permit car parking areas. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.11.3 – There is a new clause that states you must not park anywhere which may obstruct access to other properties in the locality of your property or prevent the Emergency Services gaining access or cause inconvenience, nuisance or potential danger to others. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.11.4 - There is a new clause that you must take precautions to minimise the possibility of an outbreak of fire and materials must be disposed of correctly when carrying out vehicle repairs. Your existing tenancy agreement does not contain this provision.</p>
<p>“Refuse” provisions starting at clause 3.12 of new tenancy agreement</p>	<p>Clause 3.12.1 – There is a new clause that states you must not dispose of any medical waste in refuse bags, bins or recycling boxes. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.12.2 – There is a new clause that states you must ensure that you dispose of all refuse securely, safely and hygienically. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.12.3 – There is a new clause that highlights that you are responsible for your refuse until it is collected by the Council. This means that refuse must not be put out on the street until the evening before or the morning of</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Refuse” provisions starting at clause 3.12 of new tenancy agreement</p>	<p>collection. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.12.4 – There is a new clause that you must dispose of any other material that we do not normally collect by paying for it to be collected or by taking it to a refuse disposal centre. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.12.5 – There is a new clause that you must not leave unwanted items in gardens or on housing land. You are responsible for making arrangements for the removal of such items. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 3.12.6 – There is a new clause that states you must not leave refuse or recycling boxes in enclosed communal areas except where designated facilities are provided. Your existing tenancy agreement does not contain this provision.</p>
<p>“Being away from home” provisions starting at clause 3.13 of new tenancy agreement</p>	<p>Clause 3.13.1 – There is a new clause that states that if you leave your property for more than 28 days, you must notify us beforehand in writing. You will be responsible for ensuring that your property is looked after whilst you are away and providing us with contact details in the event of an emergency. If you do not inform us when you are away, we may treat you as having parted with possession of the Property and take action to repossess the Property. Your existing tenancy agreement does not contain this provision.</p>
<p>“Insurance” provisions starting at clause 3,14 of new tenancy agreement</p>	<p>Clause 3.14.2 – There is a new clause which states that we will not be liable for the actions of an independent contractor we instruct where he is negligent or in breach of any duty owed to you. However, we will ask that all contractors carry adequate insurance to cover third party damage. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Our responsibilities as a landlord” provisions starting at clause 4.0 of new tenancy agreement</p>	<p>Clause 4.1 – A new bullet point has been added to this clause that we will keep in repair hard wired smoke detectors and where installed, hard wired carbon monoxide and heat detectors and hard wired pull cord systems. Your existing tenancy agreement does not contain this additional bullet point.</p> <p>Clause 4.1.3 – There is a new clause that highlights that we are not liable for repairs or decorations that were the responsibility of the previous tenant where you have undertaken a mutual exchange. This would become your responsibility. Your existing tenancy agreement does not contain this provision.</p>
<p>“Your responsibilities as a tenant” provisions starting at clause 4.2 of new tenancy agreement</p>	<p>Clause 4.2.1 – There is a new clause that states that you are responsible for minor repairs and decorating inside the Property. You must not decorate the outside of your Property unless you have our written consent. Your existing tenancy agreement does not contain this provision.</p> <p>Clauses 4.2.2- 4.2.3 – These are new clause that highlights that a property which is newly converted or built, either listed or built in a conservation area you must seek guidance and in some instances, written consent from the Housing Service prior to decorating the Property. This is to ensure that we can offer the relevant advice on the type of decorating materials that should be used. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.2.4 – There is a new clause that highlights that it is your responsibility to report any repairs needed to your property or shared areas that we are responsible for. This means that we will not be held responsible for any loss or damage because a tenant fails to report any disrepair or fault immediately. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Your responsibilities as a tenant” provisions starting at clause 4.2 of new tenancy agreement</p>	<p>Clause 4.2.5 – There is a new clause that states if you fail to report a repair, you must pay for any damage caused by you failing to tell us. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.2.6 – There is a new clause that you must not steal or sell any goods from any property, building or grounds owned by us. We will recharge you for any loss. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.2.7 – There is a new clause that puts the onus on you to reduce damp, mould and condensation through ventilation and controlling moisture. If we inspect your property to resolve damp issues and these are found to be due to lifestyle choices, we may refuse to put them right or recharge you for carrying out any works. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.2.10 – There is a new clause that you are responsible for maintaining and servicing any appliance not provided or adopted by us and providing evidence of this when requested by the Council’s appointed gas servicing engineer at your annual service visit. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.2.11 – There is a new clause that states we will not be responsible for repairing or renewing any extensions, improvements or alterations that you have carried out, including associated items. Unless the work is minor repairs you must ask our consent in writing to carry out any such works. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.2.12 – There is a new clause where you are advised to keep a spare key to your Property safe, so that it can be used to gain entry if you lose your keys. We will recharge you for changing any locks. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
"Major repairs and redevelopment" provisions starting at clause 4.3 of new tenancy agreement	<p>Clause 4.3.2 – There is a new clause that if we have to decant you due to neglect or wilful damage to your property caused by you, we will not provide any compensation or financial assistance to move. You will be recharged for the cost of having any work carried out to repair your Property. Your existing tenancy agreement does not contain this provision.</p>
"Gas safety" provisions starting at clause 4.4 of new tenancy agreement	<p>Clause 4.4.1 – There is a new clause that explains we have a duty to carry out an annual gas check. We explain that we will give you reasonable notice of this inspection. However you must provide access for the inspections and to pay for any reasonable expenditure we incur as a result of any failure by you to provide access. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.4.2 – There is a new clause that asks that you must ensure that you have sufficient credit on gas and electric meters. This will enable the engineer to carry out your annual service. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.4.3 - There is a new clause that explains when we carry out servicing to all gas appliances that we are responsible for, at the same time we will carry out a visual inspection of any non-Council mains gas appliances. Any non-Council appliances failing the safety check will be isolated or decommissioned. It will be your responsibility to repair or replace any appliances failing the safety check. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Gas safety” provisions starting at clause 4.4 of new tenancy agreement</p>	<p>Clauses 4.4.4-4.4.5 – These are new clauses that you must arrange for mains/Liquid Petroleum Gas (LPG) appliances you own to be serviced annually at your expense. You will be expected to supply evidence of this when requested by the Council’s servicing engineer. Any appliances installed must be completed by a qualified gas engineer. You must obtain written consent from us to install any gas appliances at your property. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.4.6 – There is a new clause that states you must not use as bedroom accommodation, any room where an open flued gas appliance is installed. This is to comply with health and safety regulations. Your existing tenancy agreement does not contain this provision.</p>
<p>“Access to your Property” provisions starting at clause 4.5 of new tenancy agreement</p>	<p>Clause 4.5.1 – There is a new clause that you must allow us or our Employees access to the property at all reasonable hours to carry out repairs, Improvements, planned programmes, gas servicing and any safety checks, to inspect its condition and to complete new Tenancy visits and Tenancy Home checks. If we believe there to be a risk of personal injury or a risk of damage to the Property or an adjoining Property or in order to comply with our statutory duties, you must allow us or our Employees immediate access to the Property. In these circumstances or if we consider there to be an emergency we will force entry into the Property if necessary. You will reimburse us for any reasonable expenditure we incur as a result of your failure to allow access on a pre-arranged appointment. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.5.4 – There is a new clause that highlights where we have requested access to your property and you are unable to be present at the appointment, you are allowed to ask a responsible person to be present to act on your behalf. This person must be eighteen years old and above. We can refuse access if we believe the person to be under age. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Access to your Property” provisions starting at clause 4.5 of new tenancy agreement</p>	<p>Clause 4.5.6 – There is a new clause that explains we visit our properties periodically in order to carry out inspections, such as tenancy home checks. Tenancy home checks are unannounced visits, however if you do not wish to give us access, we will give you twenty four hours’ notice of a further visit. Your existing tenancy agreement does not contain this provision.</p>
<p>“Improvements and alterations” provisions starting at clause 4.6 of new tenancy agreement</p>	<p>Clause 4.6.1 – A new bullet point has been added to this clause which states that you will need to seek written consent for laying flooring such as laminated or wooden flooring to your property. Your existing tenancy agreement does not contain this additional bullet point.</p> <p>Clause 4.6.4 – There is a new clause stating that you are responsible for repairing and maintaining all Improvements that you have had installed at your property. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.6.6 – There is a new clause that states you must prior to carrying out any Improvements to check with us to see if there is asbestos at your property. Where asbestos is identified and will be affected by your Improvements you must arrange for a qualified asbestos removal service to dispose of the asbestos before works are carried out. This means you must supply us with a certificate from the asbestos removal service prior to commencing work. All costs associated with this will be your responsibility. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Improvements and alterations” provisions starting at clause 4.6 of new tenancy agreement</p>	<p>Clause 4.6.7 – There is a new clause that states you must seek written consent from us if you want to install CCTV at your Property. Where we grant consent due to the tenant experiencing serious anti-social behaviour, following resolution you must ensure that the CCTV is taken down. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.6.8 – There is a new clause that emphasises any works for Improvement we give consent for must be carried out in good and workman like manner. Your existing tenancy agreement does not contain this provision.</p>
<p>“Solar PV Panel System” provisions starting at clause 4.7 of new tenancy agreement</p>	<p>Clause 4.7.13 – Additional information has been added to this clause. In the event that you apply to exercise the right to buy of your Property and you wish to continue to receive the electricity generated by the Solar PV Panel System, you should let us know so that we can advise the Provider. If your Property is a house, the Provider may offer to enter into a contract (lease) with you under which you allow the Solar PV Panel System to remain at your Property and in return you will still get free electricity from the Solar PV Panel System. If your Property is a flat, the arrangements described in this tenancy agreement will continue if you wish them to do so. Your existing tenancy agreement does not contain this additional information.</p>
<p>“General recharges” provisions starting at clause 4.9 of new tenancy agreement</p>	<p>Clause 4.9.1 – There is a new clause that highlights that you must pay for the costs of making good any damage to the property (including fixtures and fittings) or to other Council property caused by you or anyone instructed by you (including contractors) failing to take reasonable care. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 4.9.3 – There is a new clause that states if, we or any other agency, for example the Police, damage your property, fixtures and fittings, furniture or belongings or the shared areas because we needed to gain access to your property, for example for the issue of a warrant of execution or other legal power of entry, if this was due to something you have done wilfully or illegally, you must arrange for the damage to be repaired. You must do this</p>

<p>Effect of proposed provisions as set out in the Variations of Terms and Conditions</p>	<p>Change of substance</p>
	<p>within a required period of time or you will be recharged for the works to be put right. Your existing tenancy agreement does not contain this provision.</p>
<p>“Assignment” provisions starting at clause 5.0 of new tenancy agreement</p>	<p>Clause 5.1 – There is a new clause that explains that you must not assign your tenancy except where permitted by law. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 5.2.2 – There is a new clause that explains if you have a joint tenancy and you die, the tenancy will pass to the other joint tenant and this will count as the one succession allowed by the Housing Act 1985 (for example husband and wife to surviving wife or husband). Your existing tenancy agreement does not contain this provision.</p> <p>Clause 5.2.3 – There is a new clause that explains if more than one person has a claim to take over your tenancy and they cannot agree whose claim we should consider, we will choose who to give your tenancy to. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 5.2.4 – There is a new clause that explains a successor is not liable for any rent arrears owed by you as a sole tenant at the time of death. We will recover any arrears or unpaid sums, for example recharges from your estate. However, if there is a possession order in force at the time of your death, your successor will be at risk of losing their property if they do not comply with the terms of the order. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 5.2.5 – There is a new clause that explains if a successor has succeeded to your tenancy which has an outright possession order in force, we can apply to the court for a warrant of possession after the date for possession. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 5.2.6 – There is a new clause that explains if there is no right to succession, the surviving person will</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
<p>“Assignment” provisions starting at clause 5.0 of new tenancy agreement</p>	<p>receive guidance relating to their housing options from us. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 5.2.7 – There is a new clause that explains if you die and your tenancy does not automatically pass to a person qualified by law to succeed to your tenancy. If you have a will, the executors or administrators of the estate can end your tenancy, but must serve a minimum of four weeks’ notice on us or surrender the tenancy to give it up (if agreed by us). Your existing tenancy agreement does not contain this provision.</p> <p>Clause 5.2.8 – There is a new clause that explains a tenancy does not automatically end when you die. If you have not left a will, we will end your tenancy by serving notice on the Public Trustee. Your existing tenancy agreement does not contain this provision.</p>
<p>“Ending the tenancy” provisions starting clause at 6.0 of new tenancy agreement</p>	<p>Clause 6.1 – There is a new clause that states you must give us at least four weeks’ written notice to quit when you wish to end your tenancy. All keys to your property must be returned to our offices by 10.00am at the latest, on the following day after the tenancy ends, or we reserve the right to charge you a further week’s rent. We will charge you full rent throughout the notice period. Under your existing agreement, it states that keys should be returned by 12 noon.</p> <p>Clause 6.1.6 – There is a new clause that states we are not responsible for any items that you, members of your household, or visitors leave at your property at the end of your tenancy. We highlighted that we will sell or dispose of anything that is left. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 6.1.7 – There is a new clause that states we do not have to return your belongings or give money we gain from selling any items left in the property. If the belongings you left in your property were not yours and we sell or dispose of them, you will be responsible for the cost of replacing them or compensating the owner. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
“Ending the tenancy” provisions starting clause at 6.0 of new tenancy agreement	<p>Clause 6.1.8 – There is a new clause that states in the event of your death where no succession rights exist, if you have a will, your executor or personal representative must notify us in writing and terminate the tenancy. The tenancy will continue until we receive notice and failure to terminate may incur further costs against your estate, for example rent charges. If you have no will and where no succession rights exist, we will end the tenancy by serving notice on the Public Trustee. Your existing tenancy agreement does not contain this provision.</p>
“Retraction of notice” provisions starting at clause 6.2 of new tenancy agreement	<p>Clause 6.2.1 – There is a new clause that states if you serve a Notice to Quit on us to end your tenancy and then change your mind, the notice cannot be retracted by you. However both you and we can agree to grant you a new tenancy during the notice period but it is at our absolute discretion if we allow this. You are advised to contact a solicitor or an Advice Centre for further advice. We therefore, advise you to think carefully about serving notice to end your tenancy. Your existing tenancy agreement does not contain this provision.</p>
“Moving out” provisions starting at clause 6.4 of new tenancy agreement	<p>Clause 6.4.1 – A new bullet point has been added to this clause which states when you vacate your property, you must contact your utility suppliers that you are no longer living at the property and ask to close your account including submitting final meter readings. Your existing tenancy agreement does not contain this additional bullet point.</p> <p>Clause 6.4.2 – There is a new clause that states you must return all keys for lockable doors and windows of the property, including communal door keys/fobs, to our offices by 10.00am at the latest, following the day after the tenancy ends. If you do not return the keys by this date and time you will be recharged the cost of replacing the keys and locks of the property, as well as a further weeks rent. Under your existing agreement, it states that keys should be returned by 12 noon.</p>

<p>Effect of proposed provisions as set out in the Variations of Terms and Conditions</p>	<p>Change of substance</p>
<p>“Personal information” provisions starting at clause 7.0 of new tenancy agreement</p>	<p>Clause 7.1 – There is a new clause that advises you that when you sign for your new property, we will take a photograph of you. A copy of your photograph will be either kept on your housing file and/or in a photographic database that is held by the Council. Your existing tenancy agreement does not contain this provision.</p> <p>Clause 7.1.1 – There is a new clause that states that by signing the tenancy agreement, you agree to provide us with details of your household’s income when requested to enable us to carry out our housing management functions. Your existing tenancy agreement does not contain this provision.</p>
<p>“Making contact” provisions starting at clause 7.2 of new tenancy agreement</p>	<p>Clause 7.2.1 – There is a new clause that advises you if we need to make contact with you we reserve the right to use the communication method that we deem to see as being most cost effective and appropriate. This may be in the form of letter, email, text messaging, telephone or face to face. Your existing tenancy agreement does not contain this provision.</p>
<p>“Household changes” provisions starting at clause 7.3 of new tenancy agreement</p>	<p>Clause 7.3.1 – There is a new clause that you must notify of us of any permanent changes to your household. This will enable us to update our records. Your existing tenancy agreement does not contain this provision.</p>
<p>“Court orders” provisions starting at clause 7.4 of new tenancy agreement</p>	<p>Clause 7.4.1 – There is a new clause that you must tell us the outcome of any legal proceedings which results in a Court Order affecting your tenancy or rights of occupation, for example, Occupation Orders or Property Adjustments Orders. This will enable us to update our records. Your existing tenancy agreement does not contain this provision.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
“Tenancy fraud” provisions starting at clause 7.6 of new tenancy agreement	Clause 7.6.1 – There is a new clause that states you or members of your household must not commit fraud or attempt to commit fraud in respect of your tenancy. This includes illegal subletting and knowingly making a false statement or withholding information in order to obtain a tenancy. The Prevention of Social Housing Fraud Act 2013 includes provisions that if you have committed tenancy fraud, we can take legal action against you. Your existing tenancy agreement does not contain this provision.
“Changes in law” provisions starting at clause 7.11 of new tenancy agreement	Clause 7.11.1 – There is a new clause that states all references to the tenancy agreement to sections and schedules of Acts of Parliament are to be regarded as including references to those sections and schedules as amended, varied, replaced or re-enacted from time to time. Your existing tenancy agreement does not contain this provision.
“Definitions” provisions starting at clause 8.0 of new tenancy agreement	Under definitions , additional definitions have been added which are not included in your existing tenancy agreement: Person qualified to succeed secure tenancy - A person who: a) in the case where the tenancy commenced before 1 April 2012 and there has been no previous succession or assignment: <ul style="list-style-type: none"> • is the tenant’s spouse or registered civil partner, as long as he or she occupied the Property as their only or principal home at the time of the tenant’s death • is another member of the tenant’s family (as defined in the Housing Act 1985 and includes cohabiting partners, children, parents, and siblings). This is provided that they resided with the tenant at the Property as their only or principal home for the previous twelve months. Or b) in the case of a tenancy commenced on or after 1 April 2012 and there has been no previous succession or assignment:

<p>Effect of proposed provisions as set out in the Variations of Terms and Conditions</p>	<p>Change of substance</p>
<p>“Definitions” provisions starting at clause 8.0 of new tenancy agreement</p>	<ul style="list-style-type: none"> •is the tenant’s spouse, civil partner or cohabiting partner as long as he or she occupied the Property as her only or principal home at the time of the tenant’s death •is qualified to succeed to the tenancy after the death of the tenant <p>Council land – Land owned by Mid Devon District Council, including all estates or amenity, residential and permit holder car parks</p> <p>Joint tenancy - If you are joint tenants, the words “you” or “tenant” refer to both tenants but also to either tenant. This is because each of you, as individuals, are responsible for keeping to the terms of the tenancy agreement.</p> <p>Conservation area - An area with a special character or quality because of its architectural and/or historical importance</p> <p>Listed building - A listed building is a building or structure which is considered to be of special architectural or historic interest.</p> <p>Assignment by way of exchange – Assignment of the tenancy to another secure or flexible tenant</p> <p>Family provisions - A court order transferring the tenancy under:</p> <ul style="list-style-type: none"> (i) Section 24 of the Matrimonial Causes Act 1973 (Property adjustment orders in connection with matrimonial proceedings); (ii) Section 17(1) of the Matrimonial and Family Proceedings Act 1984 (Property adjustment orders after overseas divorce, etc.); (iii) Paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents); or (iv) Part 2 of Schedule 5, or paragraph 9(2) or (3) of Schedule 7, to the Civil Partnership Act 2004 (Property adjustment orders in connection with civil partnership proceedings or after overseas dissolution of civil partnership) <p>Secure tenancy - A secure tenancy under Part 4 of the Housing Act 1985 which is a periodic tenancy and not a flexible tenancy.</p>

Effect of proposed provisions as set out in the Variations of Terms and Conditions	Change of substance
	The definition of Solar Panel System has been changed to read Solar Panel PV System .