

Informative Table of Substantive Changes and reasons for change

References to the New Tenancy Agreement are to the Council's new standard tenancy agreement which can be found in the Schedule to the Council's Proposed Notice of Variation which accompanies this document.

The Council proposes to remove all the clauses of your existing tenancy agreement and replace them with all new tenancy agreement's clauses.

Section	Proposed Changes	Substantive changes and reasons
Introduction Section	The introduction section of the tenancy agreement is to be removed and replaced with the introduction section of the New Tenancy Agreement (clause no 1 including sub-clauses)	<p>The new proposed introduction section is similar the existing introduction section</p> <p>The main substantive changes are :</p> <ol style="list-style-type: none"> 1. References to flexible tenancies are removed. This is because the Council has decided not to grant any further flexible tenancies. 2. References to paying rent at 48 weeks in the year has been removed. This is because rent is now collected 52 weeks in the year. 3. Further details about how an introductory tenancy being a probationary tenancy for a trial period of 12 months can be extended by 6 months if the tenant has breached the terms of this agreement. This provides further clarification on why a probationary introductory tenancy can be extended 4. New requirement in the introductions "When you sign for your Home, we will require photo ID or a certified photo of you and ID for all household members ". This gives information about what is required for tenants to sign the tenancy agreement. 5. The introduction section is numbered for ease of reference.
	Clause 2 of the New Tenancy Agreement	<p>The main substantive changes are :</p> <ol style="list-style-type: none"> 1. The table of definitions is moved from the back of the existing tenancy agreement to near the front and forms new clause 2. This is to assist in readability of the tenancy agreement as a whole. 2. Most of the definitions are the same or similar as before. 3. Definitions relating to flexible tenancy including "Break Notice", "Break date", "Notice of

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		<p>termination”, and “Persons Qualified to Succeed Secure/flexible tenancy” are removed because the Council will not be granting any further flexible tenancies.</p> <ol style="list-style-type: none"> 4. Reference to flexible tenancies in definitions are also removed because the Council will not be granting any further flexible tenancies. 5. “Gang” is now defined to assist with interpretation particularly with the clause prohibiting gang membership. 6. New Definitions for “Person Qualified to Succeed-Introductory/pre-1st April 2012 Secure Tenancy” to assist with setting out the rights to succeed as explained further in the new clauses to the agreement. 7. New Definition for “Person Qualified to Succeed- Secure Tenancy” to assist with setting out the rights to succeed as explained further in the new clauses to the agreement.
	<p>Clause 3 (and its subclasses) of the New Tenancy Agreement</p>	<p>The proposed new clause numbered 3 is similar to clause 1 of the existing tenancy agreement.</p> <p>The substantive changes are</p> <ol style="list-style-type: none"> 1. References to paying rent 48 weeks in the year are removed because the Council now charges rent 52 weeks in the year. 2. It is made clear entering into an instalment plan for the tenant to pay off rent arrears or other arrears of other money owed is at the discretion of the Council. This is to provide guidance to tenants 3. To confirm the process for claiming from DWP.
	<p>Clause 4 (and its subclasses) of the New Tenancy Agreement</p>	<p>This clause is similar to clause 2 of the existing tenancy agreement.</p> <p>The substantial changes are</p> <ol style="list-style-type: none"> 1. Removal of the formal definition of Anti-social behaviour instead replaced with a series of sub-clauses explaining clearly what is prohibited. This is to ease understanding of what is not permitted.
	<p>Clause 5 (and its subclasses) of the New Tenancy Agreement</p>	<p>This clause is similar to clause 3 of the existing tenancy agreement.</p> <p>The substantive changes are</p>

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		<ol style="list-style-type: none"> 1. References to flexible tenancies are removed as the Council no longer offers flexible tenancies. 2. The existing clause 3.1.4 in the tenancy agreement (referring to forfeiture of flexible tenancy) is not reproduced in this new clause as the Council no longer offers flexible tenancies. 3. The new clauses 5.7, 5.8, and 5.9 are similar to existing provisions relating to lodgers but varied to include putting an additional obligation on the tenant that they must inform the Council of the lodger's details (including NI number and D.O.B). This will assist the Council in knowing who is living in the property which knowledge could be useful in safeguarding Council employees, tackling cuckooing and illegal sublets. 4. A new obligation on tenants to inform the Council of a changes to their household. This will assist the Council on managing the tenancy. This will assist the Council in knowing who is living in the property which knowledge could be useful in safeguarding Council employees, tackling cuckooing and illegal sublets. 5. A new obligation on tenants not to use their home as a bed and breakfast including (Airbnb). This will prevent potential nuisance and annoyance being caused 6. Clarification provided that the existing obligation on tenants to notify the Council of ownership of a residential property includes properties overseas. 7. A new obligation on tenants not to plant a hedge without the consent of the Council. This will assist in the management of estates 8. A new obligation on the tenants to remove animals from a room if requested by Council workman who are carrying out repairs. This will assist in the Council able to carry out works of repair effectively 9. A new obligation on tenants that an application to keep a pet should be on the Council's pet application form. This will help the Council process pet applications. 10. Clarification provided that Bonfires and or mini fires on Communal land will not be permitted. 11. Whilst consent for a registered support dog is not required a new obligation on tenants that evidence of need for a registered support dog must be supplied. If the Council is not satisfied there is a need the dog must be removed.

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		<p>12. A new obligation that tenants must comply with the Council's rules for recycling and that all recycling is placed in the correct bins or seagull bags. This will assist in complying with the Council's rules for recycling</p> <p>13. A new obligation on tenants to inform the Council if anyone will be staying at their home whilst they are away including providing details of that person. This will assist the Council in knowing who is living in the property which knowledge could be useful in safeguarding Council employees, tackling cuckooing and illegal sublets.</p>
	<p>Clause 6 (and its subclasses) of the New Tenancy Agreement</p>	<p>This clause is similar to clause 4 of the existing tenancy agreement.</p> <p>The substantive changes are</p> <ol style="list-style-type: none"> 1. References to flexible tenants and clauses relating solely to flexible tenants are deleted because the Council no longer grants flexible tenancies. 2. Obligation on Tenants to report any hazards they find on Council land used as a means of access to their Home. This will assist in the Council quickly responding to any hazards. 3. Clarification that the Council is not liable to remove items left by previous tenant when mutual exchange takes place. This will ensure that tenants considering mutual exchange know the Council's position on this. 4. Clarification that tenants must use their home in a "tenant-like manner" and what "tenant-like manner" means. 5. Clarification that tenants' failure to use the provided manual and mechanical ventilation is likely to lead to mould issues. Any damage to the contents, decorative finish or fabric of the building will be the tenants' responsibility. 6. Clarification that the Council requires payment in advance for a locksmith to attend where the tenant has lost their key. This will inform tenants of the Council's position 7. Clarification that introductory tenants cannot make alterations or improvements.
	<p>Clause 7 (and its subclasses) of the New Tenancy Agreement</p>	<p>This clause is similar to clause 5 of the existing tenancy agreement.</p>

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		<p>The substantive changes are</p> <ol style="list-style-type: none"> References to flexible tenants and flexible tenancies are deleted as the Council no longer grants flexible tenancies. Clarification in the new clause as to the different rules, imposed by statute, for assignment for different tenancy types. The rules for permitted assignment for introductory tenants are different for a secure tenancy granted on or after the 1st April 2012. The rules for permitted assignment for secure tenancies granted before the 1st April 2012 are different to the rules for permitted assignment for secure tenancies on or after the 1st April 2012. Clarification that assignment means the transfer of all the tenants' rights and obligations to the assignee including the right to live in the property. The new clause contain a warning that if in doubt the tenant should take independent legal advice prior to assigning to someone. Explanation in the new clause that "Succession" happens when someone inherits a tenancy after the tenant dies. Condition in the new clause that only one succession to the tenancy is allowed. If the tenant is a successor the clause makes clear no further succession will take place. Explanation in the new clause about the different succession rules for different tenancy types. For a secure tenancy began before 1 April 2012 or an introductory tenancy the succession rights are:- <p>Firstly the deceased tenant's spouse or civil partner succeeds to the tenancy if they occupied the property as their only or principal home at the time of the tenant's death.[10]</p> <p>Secondly only where there is no spouse or civil partner, a cohabitee or member of the tenant's family succeeds if they:</p> <ul style="list-style-type: none"> occupied the property as their only or principal home at the time of the tenant's death resided with the tenant for the 12 months before the tenant's death

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		<ol style="list-style-type: none"> 8. For a secure tenancy began on or after 1 April 2012 or flexible tenancy only the deceased tenant's spouse, civil partner or cohabitee succeeds if they occupied the property as their only or principal home at the time of the tenant's death. 9. New Condition that, where a tenant dies and there is no one eligible to succeed the executors/administrators of the deceased estate, the procedure to be followed to end the tenancy.
	<p>Clause 8 (and its subclasses) of the New Tenancy Agreement</p>	<p>This clause is similar to clause 6 of the existing tenancy agreement.</p> <p>The substantive changes are</p> <ol style="list-style-type: none"> 1. Clauses relating to flexible tenancy and termination of flexible tenancy are deleted)as the Council no longer grants flexible tenancies. 2. Change to allow Tenant's notice to quit the tenancy can be given at anytime but must expire on midnight Sunday after at least four weeks' notice is given. 3. Tenants who have decorated their home must ensure walls are painted in neutral colours approved by the Council before leaving.
	<p>Clause 9 (and its subclasses) of the New Tenancy Agreement</p> <p>[</p>	<p>This clause is similar to clause 7 of the existing tenancy agreement.</p> <p>The substantive changes are</p> <ol style="list-style-type: none"> 1. Deletion of references to Flexible tenancies as the Council no longer grants flexible tenancies 2. Deletion of the obligation on tenants to provide the Council with details of household income when requested. This was an obligation was imposed in order to manage flexible tenancy reviews. As the Council no longer grants flexible tenancies the obligation to provide household income is not required. 3. Removal of the clauses about use of Personal information - these are not required under Data

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		<p>Protection Law and they unnecessarily increase the clause of the tenancy agreement.</p> <ol style="list-style-type: none"> 4. A new additional obligation on tenants to inform the Council of any change in their contact information. This will assist the Council to act effectively. 5. Removal of the requirement to inform the Council of Household Changes as this is dealt with in new clause 5. 6. Removal of explanation of details of the National Fraud initiative.
	A new signing section (including details of rent is inserted [which reads as follows-] as per the New Tenancy Agreement	This section is similar to the section of the existing tenancy agreement which deals with signing the agreement
	All the clauses of the existing tenancy agreement are removed and replaced by the clauses listed above in this column	