



Mid Devon Housing Notice of Variation of the Council's Standard Conditions of Tenancy (Housing Act 1985, Section 103)

This is a notice to all Mid Devon Housing secure and Introductory tenants that:

- Your tenancy agreement will change and a copy of the new agreement can be found at www.middevon.gov.uk and is entitled *MDDC Tenancy Agreement – Secure & Introductory Tenancies 2025*
- The change takes effect on 1st December 2025

A summary of the changes made since this consultation and information about the nature of effect of the variation as a whole is set out in the following explanatory information.

27th October 2025

Simon Newcombe

Head of Housing and Health

Summary of Consultation

Thank you to everyone who took time to respond to us.

We sent a Preliminary Notice of Variation to all secure and introductory tenants after the process to commence consultation was approved by the Mid Devon District Council's Cabinet on 1st April 2025.

We carried out a consultation exercise on the proposed tenancy agreement variation. In total 3179 consultation packs were posted to tenants 2nd June 2025 – 1st August 2025. (Note: joint tenants each received a separate pack as dictated by legislation).

We started consulting with existing tenants on 2nd June 2025 and we invited them to comment on the proposed tenancy agreement. Tenants were able to find detailed information on the consultation process, consultation documents, existing documents and a table of substantive changes which detailed what amendments were proposed via a dedicated website. In addition three in person consultation 'drop in' sessions and an 'online' session were provided where tenants could meet with staff to discuss the new agreement face to face.

Tenants were given 28 days to comment on the proposals and all the responses received were collected, replied to where required and noted.

New secure and introductory tenants whose tenancies started after 2nd June 2025 were informed of the variation to their tenancies individually. They were able to make comments if these were received within 28 days of them receiving the preliminary notice.

New secure and introductory tenants whose tenancies started after the consultation ended on 30th June 2025 were informed of the variation to their tenancy agreement when they signed up to their new tenancy. They were able to make comments on the proposed variation individually within 28 days of signing the original agreement. Comments received from those tenants is being collated and delegated authority has been given to the Head of Housing and Health to take these into consideration when finalising the Tenancy Agreement.

Responses to Consultation:

As of 1st August 2025, 212 responses had been received. (134 feedback forms and 78 telephone call-backs requested)

A majority of tenants were happy with the new tenancy agreement and stated that it was easy to understand. 70.15% said the tenancy agreement was easy to read. 83.58% said they understood the document.

A sample of comments received were:

'We have received preliminary notice of variation to the terms and conditions of our tenancy. We have read through this and are more than happy to agree to them'.

'Well it seems just common sense. Most I would have no issue with'.

'I think it is a well thought out agreement and suitable for this day and age'.

'Quite easy to understand most of it'.

Some of the suggestions received included:

'I would like to comment that people who are living in flats with communal outside space and gardens should be allowed areas, specific to themselves for a few seats or pots, so they have something to go outside for. This should be monitored to ensure safety but I have noticed increasingly, especially older residents, feel like prisoners in their homes and have made this comment to me because they are not allowed items outside their properties. I.e. growing some tomatoes in a pot (...).'

'I've received your new tenancy agreement and there are two things that concern me. Firstly is paragraph 5.61 no mobility scooter must be parked on the home (...) Secondly not to lay laminate flooring which I had already done as soon as moving in and had this laid because I'm unable to Hoover as it's too heavy for me to push a Hoover because of my disability'.

'Absolutely agree that people should not be selling or breeding animals. I do not feel that we should have to apply to have an animal but MDH should be informed when anyone gets a new pet and MDH should be able to specify if they feel no more animals should be allowed'

These points will be given further consideration in future service reviews.

Mid Devon Housing

Appendix to the Notice of Variation of Council's Standard Conditions of Tenancy (Housing Act 1985, Section 103)

Explanatory Information

Summary of Changes made to Standard Tenancy Agreement

The changes made to the tenancy agreement which we will now make are the same as those detailed on the table of substantive changes which was available for tenants to comment on during the 28 day consultation. The adjustments are summarised below:

Introduction

We have removed any reference to Flexible tenancies throughout the tenancy agreement as per the decision of the Mid Devon District Council's Cabinet on 9th July 2024 to stop their use. All future tenants will be offered secure or introductory tenancies.

We have stopped referring to the property and now refer to 'your home' as this is what it is.

We defined that an introductory tenancy is a probationary tenancy for a trial period of 12 months which can be extended by 6 months if you have breached the terms of this agreement - To provide further confirmation of why the tenancy may be extended.

We amended the wording to confirm that joint tenants of introductory or secure tenancies can end the tenancy on their own and this would end the tenancy for both of the joint tenants – To explain this in plain English.

Your Rent and other charges

Removed original wording 'You must pay the rent and charges weekly in advance on every Monday unless we inform you otherwise. Because we collect rent and charges for 48 weeks in the year there are some weeks where you will not have to pay rent and charges. We will tell you those weeks when you don't have to pay otherwise you must pay. Those weeks we decide you don't have to pay we call "rent free weeks". If your account is in arrears you must continue to pay during the rent free weeks. With effect from April 2017 we reserve the right to move to a 52/53 rent period where there will no longer be rent free weeks by giving you at least four week's written notice before any changes take effect'. Amended clause 3.2 to read 'You are responsible for paying your rent and other charges on time. You must not run a debt for any period.' – Because rent is now payable 52 weeks of the year there are now no 'free weeks'.

Living in your community

New clause 4.5 explaining tenants responsible for behaviour of household and visitors – This is to provide clarification of our Anti-Social Behaviour Policy.

New clause 4.6 that you must not harm, intimidate, threaten or act in any manner that causes or is likely to cause nuisance, annoyance, alarm, harassment or distress to any person living in, visiting or otherwise engaging in lawful activity in or in the Locality of your Home. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit – This is to provide clarification that you are responsible for your behaviour towards other people in the Locality.

New clause 4.7 that you must not vandalise or cause damage to any property or any other persons' possessions. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit – To make your responsibilities clear.

New clause 4.8 that you must not use threatening behaviour, domestic violence or abuse (including but not restricted to physical, psychological, sexual, financial or emotional) towards anyone living in your Home or anyone with whom you currently have or have previously had a personal relationship. This includes but is not restricted to spouses, partners, girlfriends, boyfriends and any member of your family. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit – To clarify that you are responsible for your behaviour towards anyone in your Home and previous partners.

New clause 4.9 that you must not use or allow your Home to be used for any illegal purpose. – To provide clarification about illegal activities.

New clause 4.10 that you must not threaten, be violent, aggressive or abusive towards any of our employees or our representatives, agents or contractors. You will be held responsible if anyone else is involved in such behaviour on your behalf or for your benefit – We will not tolerate this behaviour towards our employees or anyone who works on our behalf.

New clause 4.11 clarifies that you must not supply any controlled drug or other substance contrary to the Misuse of Drugs Act 1971 or any other current relevant legislation from your Home or within the locality of your Home – Your tenancy will be at risk if you do.

New clause 4.12 that you must not allow any animal owned by you, any member of your household or accompanying any visitor to your Home, to cause a nuisance, to behave or be used in a dangerous or intimidating manner, to foul any communal area, footpath or play area within the locality without cleaning it up immediately. All dogs must be kept on a lead in communal areas and any dog encountered, which is not on a lead will be considered a stray and can be confiscated by us. – Clarification of the expectations of animals owned by you or visiting your Home.

New clause 4.1 that you, your children, friends, relatives, any other person living in your Home and visitors must not harass or threaten to harass or do anything that is likely to disturb or cause a nuisance/annoyance to any person on the grounds of their race, colour,

ethnic or national origin, their religion, age or gender or sex or because of any disability they may have. – To provide clarification that this behaviour will not be tolerated.

We clarified at clause 4.14 that you or anyone living with you must not become a member of a gang or allow a member of a gang to visit your Home. By gang we mean a group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community.

With regard to keeping firearms we have clarified this in clause 4.16 that firearms must be kept in a locked cabinet as per your firearm licencing conditions and no one must be able to access this other than the person who holds the licence. You will at all times remain responsible for the security of the licensed weapon – To align with the firearm licensing conditions.

New clause 4.18 to reference that account could be flagged if the tenant or household poses a threat to employees or contractors which may mean we will adjust the way in which we deal with the tenant – This could mean that we will only make two person visits which may delay repairs or call outs.

[In and around your home](#)

Amended clause 5.3 to read if your Tenancy is an Introductory or Secure Tenancy and you have been found to not be using the property as your only or principal home we will serve you a Notice to Quit and apply to court for an order to take possession of your home. In these circumstances we reserve the right to charge you rent up until the tenancy legally ends and any additional charges, for example, legal costs, rechargeable repairs or costs associated with items left in the property or the garden area that form part of the tenancy boundary. We will also reserve the right to charge in addition further rent if we have to serve a notice under the Miscellaneous Provisions Act, which will mean you will incur a further 31 days storage charges before those items legally vest in the Council's ownership and dispose of them. The storage charges for these items are equivalent to the weekly rent – To provide clarification of what will happen if a tenant is found not to be using the home as their principal home.

Amended clause 5.9 to include legal obligation under the terms of this tenancy to provide MDH with any lodger(s) full name, former address, National Insurance number and date of birth to ensure we do not put employees, contractors or councillors at risk with unknown members of your household – This is to ensure that we know who is living in your home at all times.

Amended clause 5.17 to include tenants are not permitted to use their home as a bed and breakfast (including Airbnb) – To confirm the requirements.

Under a new clause 5.34 relating to running a business from home each case will be judged on its merits and tenants are responsible for obtaining their own insurance relating to the business and for paying business rates. Tenants are responsible for the disposal of any

business waste and ensuring there is no nuisance caused to neighbours including additional traffic movements due to running the business. – This is to provide clarification for tenants.

Clause 5.36 amended to read - You are responsible for looking after your garden, this means if you accept the property and you cannot maintain this you will need to make appropriate arrangements for this to be maintained by family/friends or employing a gardening service – This is to clarify that MDH will not maintain your garden.

Clause 5.37 has been amended to add bullet point 'keep neat and tidy any hedge on your boundary, trimming your side and also topping the hedge, including the main structure of the hedge. Your neighbour will be responsible for trimming the side facing their property. If your hedge borders a public footpath or road, you will be responsible for trimming both sides' – to clarify which boundary you are responsible for.

New clause. 5.52 - You must apply to keep a pet or an animal on our approved pet application form and provide such additional information we require in order to process the application. We may impose terms and condition on the consent which you must comply with. If you do not comply with the terms and conditions we may withdraw the consent – This is to align with the MDH Pets and Animals policy and give details of the application form required.

Clause 5.5.7 amended to read - You do not need our consent to keep a registered support dog (e.g. guide dog for the blind, hearing dog, etc.) provided you supply us with evidence of the need for a registered support dog. If we are not satisfied that there is a need you must remove the animal from your Home. Evidence of the need for a registered support dog can be obtained from a secondary health services or the charity that provides the animal – This is to provide clarification for tenants.

Clause 5.71 amended after consultation with tenants so that the requirement to seek permission to park a mobility scooter on any part of the home was removed however it has been clarified that tenants in flats above the ground floor will not be granted permission to store a mobility scooter in their home.

Clause 5.62 has been amended to clarify that if a tenant wants to put a parking space in their front garden with direct access to the highway they must first get permission and a dropped kerb installed by an approved contractor – This has been added to provide clarification.

Clause 5.75 clarifies that if you leave your home for more than 28 days you must inform us in writing if anyone else will be staying in your home whilst you are away and provide full name, address, date of birth, contact telephone number and confirm the dates they will be there from and to – This is to ensure that we know who is residing in the property at all times.

[Repairs and improvements](#)

Clause 6.4 clarifies that we are not liable to remove any belongings or goods left by previous tenants where you have undertaken a mutual exchange. It also clarifies that if you have concerns about the state of the property you will need to raise these with the previous tenant and not MDH.

Under your responsibilities as a tenant clause 6.7 states that as set out in section 11 of the Landlord and Tenant Act 1985, you have a duty to “use the premises in a tenant-like manner”. This means that you are expected to take good care of the dwelling, carry out daily maintenance tasks and not do anything that directly leads to a deterioration of the fabric of the building or the installations and facilities provided. For example, you should:

- Keep the dwelling clean
- Heat and ventilate the property appropriately

This is to provide clarification for tenants of their responsibilities.

New clause 6.14 - You are responsible for reducing damp, mould and condensation through heating, ventilation and controlling moisture. A failure to use, or to report defects of, the provided manual and mechanical ventilation is likely to lead to mould issues. In extreme circumstances, where there is a risk of damage to a property or health, MDH may request access to automate the ventilation. Any damage to the contents, decorative finish, and fabric of the building will be a tenant responsibility – This is to align with the MDH Damp and Mould Policy.

Other tenant rights

Clause 7.2 clarifies when you can assign your tenancy, specifically:

- An assignment by way of exchange provided we have granted written consent;
- An assignment in pursuance of a Court Order made under Family Provision; or
- Where your tenancy began on or after the 1st April 2012 an assignment to a Person Qualified to Succeed - Secure Tenancy or
- Where your tenancy began before the 1st April 2012 to a Person Qualified to Succeed-Introductory/pre-1st April 2012 Secure Tenancy.

New clause to state provided you are not a successor if you have a Secure tenancy, which began before the 1st April 2012 on your death a person may succeed to the tenancy if they are a Person Qualified to Succeed-Introductory/pre-1st April 2012 Secure Tenancy. No further succession is allowed – To provide clarification for tenants.

New clause 7.15 - If there is no one qualified to succeed to your tenancy in the event of your death your executors or administrators of the estate can end your tenancy, but must serve a minimum of four weeks’ notice to quit on us or surrender the tenancy to give it up (if agreed by us). In order to do this they must also provide us with a death certificate or ‘Tell us Once’ completed with the registrar and a copy of the will so we know this is legally valid. We cannot end the tenancy without sight of these legal documents. If they don’t serve a notice to quit we will serve a notice to quit on them – This is to provide tenants with the full details of what can happen if a tenant dies.

New clause 7.16 provide clarification of what action we will take if you die without making a will, and states if you have not left a will and no administrators have been appointed, we will end your tenancy by serving notice on the Public Trustee.

Ending your tenancy

Amended clause 8.2 - You must give us at least four weeks' written Notice to Quit expiring on midnight on a Sunday 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 Use and Occupation charge. We will charge you full rent throughout the notice period – This is to provide further clarification for tenants.

Amended clause 8.6 - If you do not give the correct notice you will continue to be responsible for the rent and any other charges. If you have not completed the notice correctly we will advise you of this and expect you to complete a new notice with the correct details. You will be charged ongoing weekly rent to the point where the tenancy is legally terminated and all of your items have been removed from the property/garden and loft space – To explain the importance of giving correct notice.

Clause 8.14 explains that if you have decorated the property during your tenancy, ensure all walls are painted in neutral colours approved by us before leaving.