

## Proposed Changes to the Proposed Tenancy Agreement – Line by Line Changes

This document outlines the proposed changes that have been made to the existing Royal Borough of Kensington and Chelsea secure and introductory-secure tenancy agreements. The layout of the proposed agreement has been modified to reflect a more transparent and streamlined document that represents the terms and conditions of both a secure and introductory tenant.

Any previous conditions in our *Introductory-Fixed Term Secure Tenancy Agreement* that related to fixed term secure tenancies were removed from October 2020. This is in line with the decision to no longer issue fixed term tenancies. The proposed tenancy agreement changes will only be relevant to introductory and secure tenancies.

### Proposed Tenancy Agreement Sections

- Section 1: [Introduction](#)
- Section 2: [Tenancy Agreement](#)
- Section 3: [Tenancy Conditions](#)
- Section 4: [Our Responsibilities](#)
- Section 5: [Your Responsibilities](#)
- Section 6: [Your Rights](#)
- Section 7: [Our Rights](#)
- Section 8: [Other Terms](#)

Please use the links above to navigate to the relevant sections in the table for ease of reference.

### **For the purposes of this document, the following terms mentioned in the table below are defined:**

**New** – This is where a condition/clause that is not currently in our existing agreements has been added to the proposed tenancy agreement.

**Revision** – This is where an existing condition has been revised/amended, either to strengthen the respective condition, or to ensure it is in-line with our proposed tenancy agreement change or re-written to revise the language used (e.g. changing “the tenant” to “you”).

**Intro-Secure** – This term is mentioned in the table below where there is additional information in the current *Introductory-Secure Tenancy Agreement* and it is not mentioned in the current *Secure Tenancy Agreement*. We have underlined 'Intro-Secure' in the table, where information is only mentioned in that particular agreement for ease of reference.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Use of language	All pages	All pages	<i>The tenant will...</i> <i>The landlord will...</i>	<i>You will...</i> <i>We will... / Council</i>	Minor revision to language in all clauses of proposed tenancy agreement. Updated throughout the agreement to ensure document is more personable to tenants, for example using "you" instead of "the tenant".

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## Section 1 – Introduction

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Introducing the Agreement	Not included - current	Page 1 - proposed	N/A – no formal introduction section in current agreements.	<p><b>Section 1 - New</b></p> <p><i>This is your tenancy agreement with the Royal Borough of Kensington and Chelsea. We have prepared this agreement following consultation with tenants, Councillors and Council Officers.</i></p>	Introduction (Section 1) is an entirely new section to the proposed agreement. At the moment, there is no formal introduction in our agreements.
Topic - General Statement in Introduction	Page 1 - current	Page 1 - proposed	<p><b>1.2</b></p> <p><i>The landlord grants and the tenant accepts the tenancy of the property listed below starting on the tenancy commencement date specified including and subject to the following terms and conditions.</i></p>	<p><b>Section 1 – New/Revision</b></p> <p><i>The Council owns your property and you are a Council tenant. This document sets out our rights and responsibilities as a landlord under the Tenancy Agreement, and your rights and responsibilities as a tenant.</i></p> <p><i>The Council published its Tenancy Policy in January 2020. In accordance with this policy, the Council have taken this opportunity to update our Tenancy Agreement and reflect new changes to our tenancies. The status of this tenancy is unchanged, but we have updated the agreement to reflect changes in legislation, regulatory guidance and best practice.</i></p>	We have rewritten this statement and outlined the sections in the proposed agreement.
Topic - Amendments to Legislation	Page 1 - current	Page 1 - proposed	<p><b>1.5</b></p> <p><i>Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.</i></p>	<p><b>Section 1 – Revision</b></p> <p><i>Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement.</i></p>	We have moved this into the proposed introduction. The last part of sentence has been removed.

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Topic – Further Information in Introduction	Not included - current	Page 1 - proposed	This is not in current agreements.	<p><b>Section 1 - New</b>  <i>As a Council, we are committed to creating a safe and secure neighbourhood for you to live in. Our aim is to reduce anti-social behaviour and tackle those who cause nuisance to others. If you are a new tenant on an Introductory Tenancy, we can use this period to determine if you can manage your tenancy by fulfilling the responsibilities set out in the tenancy agreement such as the requirement to live there, paying your rent and not cause nuisance or anti-social behaviour.</i></p> <p><i>The Council produces a Tenant's Handbook. This gives useful information relating to your Tenancy Agreement. The Council updates the Tenant's Handbook periodically and ensures any relevant and up to date policies and procedures to housing are referenced within the handbook.</i></p> <p><i>If you have any questions about the terms of this Tenancy Agreement, information in the Tenant's Handbook or complaints about your housing, please contact Royal Borough of Kensington and Chelsea Housing Management Services:</i></p> <p><i>Royal Borough of Kensington and Chelsea Housing Management Services  Town Hall  Hornton Street  London W8 7NX  0800 137 111</i></p>	<p>The proposed change to the introduction will provide a more general overview for new tenants, including:</p> <ul style="list-style-type: none"> <li>- What sections are covered in the tenancy agreement;</li> <li>- Updating our tenancy agreement in line with our latest Tenancy Policy and Tenant's Handbook;</li> <li>- Our aim and commitment to creating a safe and secure neighbourhood;</li> <li>- Who to contact.</li> </ul>

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	Current	Proposed			
				<a href="mailto:HM-CustomerServices@rbkc.gov.uk">HM-CustomerServices@rbkc.gov.uk</a>	

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## Section 2 - Tenancy Agreement

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Statement Overview on Tenancy Agreement	Not included - current	Page 2 - proposed	This statement is not in our current agreements.	<p><b>Section 2.1 - New</b>  <i>This document is a legal contract between you and the Mayor and Burgesses of the Royal Borough of Kensington and Chelsea. This agreement explains the services you can expect from your landlord and the conditions you must keep to. It supersedes any previous tenancy agreement you may have had with us. Please read it carefully and ask us to explain anything you do not understand before signing it. You can also get help from a Citizens' Advice Bureau, a solicitor, or an independent advice agency.</i></p>	This is a new and proposed addition to the proposed agreement. It outlines how this agreement will supersede any previous tenancy agreement.
Topic - Introductory or Secure Tenancy Option (Tick Box)	Not included - current	Page 2 - proposed	RBKC currently have two tenancy agreements. There is no current tick box option in our agreements.	<p><b>Section 2.2 – New</b>            Deciding the type of tenancy; a 'introductory' or 'secure' tenancy. This is a tick box option.</p> <p><i>A Introductory Tenancy. (This is a tenancy that lasts for a one-year period and will automatically become a secure tenancy unless terminated or extended).</i></p> <p>OR</p> <p><i>A Secure Tenancy. (This is a tenancy without an end date).</i></p>	<p>This new proposed change is in line with the decision to have one agreement that covers both introductory and secure tenants – thus ensuring the agreement is updated accordingly in one uniform agreement.</p> <p>The change is in line with Council decision to stop issuing fixed term tenancies.</p>

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Topic - Introductory Tenancy	Pages 1-2 - current	Page 2 - proposed	<p><b>Introductory Tenants Section - (<u>Intro-Secure</u>)</b></p> <p><i>Your tenancy is a weekly tenancy starting on the tenancy commencement date for a trial period of one year (subject to extension and as provided for under the Housing Act 1996, Part V). At the end of the trial period, your tenancy will become a weekly periodic tenancy starting on the Monday on or following the end of the introductory tenancy.</i></p> <p><i>(i) You are starting your tenancy as an introductory tenant. As an introductory tenant you have fewer legal rights than a secure periodic tenant.</i></p> <p><i>(ii) Your introductory tenancy is for a trial period. You must show us that you are responsible enough to keep your council home. In particular, you must:</i></p> <ul style="list-style-type: none"> <li>• not behave anti-socially, cause a nuisance or harass other people; and</li> <li>• pay your rent on time and not allow your account to fall into arrears; and</li> <li>• look after your home.</li> </ul> <p><i>(iii) If you break any of the rules in this agreement we can evict you. As an introductory tenant you can be evicted much more quickly and more easily than a secure periodic tenant. But if you show us that you can act responsibly, you will automatically become a secure periodic</i></p>	<p><b>Section 2.3 - Introductory Tenancy - New/Revision</b></p> <p><b>2.3.1</b> <i>An Introductory Tenancy is pursuant to Part V, Chapter 1 of the Housing Act 1996. The tenancy is granted for a trial period of 12 months from the date of the start of the tenancy. The trial period can be extended in the circumstances set out below within this document.</i></p> <p><b>2.3.2</b> <i>If you have been granted an Introductory Tenancy, the Council will assess during the trial period whether it is appropriate that you have all the rights of a secure tenant. As an Introductory Tenant you do not have the same rights as a secure tenant. If the period has not been extended or notice given to end the tenancy, it will automatically become a Secure Tenancy.</i></p> <p><b>2.3.3</b> <i>The trial period can be extended for a further six months by the Council serving a Notice of Extension under Section 125 of the Housing Act 1996 giving you eight weeks' notice of its intention to do so.</i></p> <p><b>2.3.4</b> <i>You have the right to request a review of the Notice of Extension within 14 days of receiving the notice. If you do not request</i></p>	<p>At present, information on introductory tenancies is in our introductory with secure agreement. We are proposing to revise this section and incorporate this into the proposed agreement.</p> <p>Information has been rewritten to improve and update wording to make the statements clearer for new introductory tenants and easier to understand.</p> <p>The new information also refers to introductory tenants becoming secure tenants after trial period.</p>

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			<p><i>tenant after twelve months (unless the trial period is extended).</i></p> <p><i>You do not have some of the rights in this agreement during the period of your introductory tenancy. You will get these rights when you become a secure periodic tenant.</i></p> <p><i>Until you become a secure periodic tenant you do not have the right to:</i></p> <ul style="list-style-type: none"> <li>- Take in lodgers</li> <li>- Sub-let</li> <li>- Swap your home (called an 'exchange') or transfer to another landlord</li> <li>- Buy your council home</li> <li>- Make improvements to your home other than decorating and minor improvements</li> </ul> <p><i>Although you do not have these rights as an Introductory Tenant, the Council may still give you permission. You should contact your Neighbourhood Officer if you wish to apply for any of these rights.</i></p> <p><i>(viii) You have an extra responsibility to obtain permission for an additional person (who was not part of your household when the tenancy agreement was signed) to stay with you during your introductory tenancy. You do not have this responsibility when you become a secure periodic tenant.</i></p>	<p><i>a review and the Notice of Extension is not withdrawn or you request a review, but the decision is confirmed to extend; the trial period will be extended for a further six months from the original expiry date of your tenancy.</i></p> <p><b>2.3.5</b> <i>If the Council issues possession proceedings against you during the trial period or during any extended trial period, the tenancy will remain an Introductory Tenancy until the proceedings are determined. If proceedings do not result in a possession order and the trial period or extended trial period has expired, your tenancy will become a Secure Tenancy.</i></p>	



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			<p>(ix) If the Council decides to take action to end your tenancy we will inform you by delivering the legally required notice to the address on the front of this agreement. The notice will be posted to, or left at the property or given to you personally. If we need to send you any other legally required notice we will follow the same procedure. If we take this kind of action you can ask for help and advice from Citizens' Advice or other advice agency. Your Neighbourhood Officer can tell you how to contact an advice agency in Kensington and Chelsea.</p> <p>(x) This document provides only a summary of your rights and responsibilities as an introductory tenant. Your Neighbourhood Officer will provide you with a leaflet which gives you further information, called 'About your Tenancy'. Please make sure that you read it carefully. This document is not intended to create any rights, or reduce any responsibilities, that are not provided for by law, such as by the common law or under the Housing Acts 1985 and 1996.</p>		
Topic - Tenant & Household Information	Pages 1-3 - current	Pages 3-4 - proposed	<p><b>Section 1 - Tenant and Household information include:</b></p> <ul style="list-style-type: none"> <li>• Agreement between the landlord and tenant</li> <li>• Tenant details: name, DOB and NI number</li> </ul>	<p><b>Section 2.4 - Tenant &amp; Household Information - New/Revision</b></p> <ul style="list-style-type: none"> <li>• Agreement between the landlord and tenant</li> <li>• Tenant details: name, DOB and NI number</li> </ul>	We are proposing to revise the layout of capturing tenant information. Our Neighbourhood Services Coordinators will capture these details with new tenants at sign-ups.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
			<ul style="list-style-type: none"> <li>Property details: address, floor, number of rooms, date of gas certificate, value of decoration vouchers, proof of ID and passport photo</li> <li>Tenancy start date</li> <li>Breakdown of rent and service charges</li> <li>Occupant details</li> <li>Breakdown of keys supplied</li> </ul>	<ul style="list-style-type: none"> <li>Property details: address, number of bedrooms, floor, <i>type of property</i> (N) and <i>if property has garden</i> (N);</li> <li>Tenancy start date;</li> <li>Breakdown of rent and service charges</li> <li>Occupant details</li> <li>Breakdown of keys supplied</li> <li>Date of gas certificate and <i>date electrical certificate provided</i> (N)</li> </ul> <p>(N) – new addition to agreement.</p>	<p>Proposed revision to layout of capturing tenant information. This allows us to make agreement more streamlined and structured.</p> <p>New proposed changes include tick box option on type of property, whether there is a garden and date of electric certificate. This has been done for the benefit of new tenants and for Council record keeping.</p>
Topic - Tenant Declaration	Page 12 - current	Pages 4-5 - proposed	<p><b>Section 6 - Signatures</b></p> <p><i>The tenant acknowledges the receipt of the keys, a copy of the tenant's handbook and agrees to all the terms within this agreement.</i></p>	<p><b>Tenant Declaration – New/Revision</b></p> <p><i>The Tenant(s) must sign below after reading this Tenancy Agreement.</i></p> <p><i>You have read this agreement and understand and agree to the terms and conditions set out in this document and, where applicable, the <b>Tenant's Handbook</b>. You understand that if you and your household and visitors do not comply with the obligations of this agreement the Council can take legal action against you and/or them. This may include applying to the Court for a Possession Order which may result in you losing the tenancy and everyone living at the property being evicted.</i></p>	<p>Proposed change of title to 'Tenant Declaration'.</p> <p>At the moment, the tenant declaration in our agreements provide a limited amount of information.</p> <p>We are proposing to strengthen the declaration by including more information, such as ensuring tenants acknowledge terms and conditions of agreement, do not provide any false information, informs us of a change in circumstance and changes in occupancy.</p>

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Topic - False Information in Declaration Section	Page 1 - current	Page 5 - proposed	<p><b>1.4</b>  <i>It is a term of this tenancy agreement that the tenant (or anyone acting for the tenant) must not have knowingly made a false statement to the landlord or the landlord's agent in order to obtain the tenancy.</i></p>	<p><b>Tenant Declaration – New/Revision</b>  <i>You agree that the information given in any housing application was and is still true. You understand that if you obtained this tenancy by giving false information, we may apply for a court order to take back possession of the property.</i></p> <p><i>You understand and agree to advise us of a change in circumstance which may affect your ability to pay the rent or right to claim benefits. You agree that you will tell us as soon as is reasonably practical if anyone else comes to live with you at your property or if anyone listed as living at your property moves away.</i></p>	<p>This section (<i>False Information</i>) has been rewritten to improve wording and make it clearer for tenants. We have moved this statement to declaration section of proposed agreement.</p> <p>Declaration section has also been moved from end of agreement to page 5.</p> <p>Layout of section has also been revised.</p>
Topic - Office Only Page	N/A - current	Page 6 - proposed	Not in our current agreements	<p><b>'Office Only' page</b> added for Housing Management purposes, including photo ID - <b>New</b></p>	<p>At present, we do not have an 'office only' page. We are proposing this addition to the agreement, to ensure the following is kept for Housing Management records:</p> <ul style="list-style-type: none"> <li>- Photo ID on record at the sign up.</li> <li>- Tenant signature, confirming likeness of photo.</li> </ul> <p>This also demonstrates good practice as a landlord.</p>

## Section 3 - Tenancy Conditions

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Rent	Page 4 - current	Page 7 - proposed	<b>2.1 - Alteration to Rent and Other Charges</b>	<b>Clause 3.1 - Rent</b>	Proposed change of title to 'Rent'
Topic – Rent Payments	Page 4 - current	Page 7 - proposed	Not in our current agreements	<b>3.1.1 - New</b> <i>You must pay your rent and any other charges due in advance on Monday of each week. If you have a joint tenancy, each joint tenant is responsible for paying the rent. The amount to be paid at the beginning of this tenancy is shown in section 2.4 of this agreement. If you are paying rent at a different frequency, you must pay on the agreed dates in advance.</i>	3.1.1 - New condition proposed on paying rent. We've made the section clear for tenants by outlining their responsibility to pay rent.
Topic - Altering Rent and Other Charges	Page 4 - current	Page 7 - proposed	<b>2.1</b> <i>The landlord may alter the rent and any other charges by giving the tenant four weeks notice in writing.</i>	<b>3.1.2 - Revision</b> <i>The Council have the right to change the rent and other charges by giving you four weeks' notice in writing of any changes.</i>	3.1.2 – Condition on altering our charges has been rewritten to improve wording. Replaced "landlord" with "Council".
Topic - Former Tenant Arrears	N/A - current	Page 7 - proposed	Not in our current agreements	<b>3.1.3 - New</b> <i>When setting the rent for this property, we will consider any amounts of rent or other charges you owe for previous properties you have lived in within the Council housing stock or within temporary accommodation that we have placed you in.</i>	3.1.3 & 3.1.4 - New conditions proposed on former tenant arrears and repayments.
Topic - Repayments	N/A - current	Page 7 - proposed	Not in our current agreements	<b>3.1.4 - New</b> <i>If we are considering this, we will let you know how much you owe and add this to a sub-account which will be attached to your current rent account for repayment.</i>	At present, the Rent clause in our current agreements only states we'll provide notice when altering rent and other charges. We are proposing to

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					add further conditions to strengthen the wording of section.
Topic - Service Charges	N/A - current	Page 7 - proposed	Section not in our current agreements	<b>Clause 3.2 – Service Charges - New</b>	New clause – service charges
Topic - Paying Service Charges	N/A - current	Page 7 - proposed	Not in our current agreements	<b>3.2.1 - New</b> <i>The Council will provide services to you for which you will pay a weekly charge. If you have a joint tenancy, each joint tenant is responsible for paying the weekly charge. This will be included in your total weekly payment, as shown in section 2.4 of this agreement.</i>	3.2.1 - New conditions proposed on tenant's responsibility to pay service charges.
Topic - Varying Service Charges	N/A - current	Page 7 - proposed	Not in our current agreements (but minor reference to 'other charges' in 2.1)	<b>3.2.2 - New</b> <i>We may vary the services we provide to you on occasion, but only after providing you with notice of any proposed changes and an opportunity to comment. After considering your comments, the Council will provide four weeks' notice before varying the services we provide. This could include discontinuing services or providing additional ones.</i>	3.2.2 - New condition proposed on the Council varying the services we provide.  At the moment, we do not have a clause on Service Charges. Therefore, we are proposing this new clause to provide further information to tenants on service charges.
Topic - Right to Review Service Charges	N/A - current	Page 7 - proposed	Not in our current agreements	<b>3.2.3 - New</b> <i>The Council have the right to review your service charges based on the actual costs of providing the service. This could include any expected increases or decreases in our costs. We will give you four weeks'</i>	3.2.3 - New condition proposed ensures tenancy agreement reflects our right to review service charges and implement any future changes.

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	Current	Proposed			
				<i>notice before any service charge is altered.</i>	If the cost of the service changes, we can change the amount we charge.
Topic - Serving of Notices	Page 4 - current	Page 7 - proposed	<p><b>Clause 2.3 - Serving of Notices</b></p> <p><i>The landlord or its agents has the right to serve notices or processes of any kind in connection with this agreement on the tenant in person by leaving them at the property or by sending them to the tenant at the property by ordinary pre-paid post.</i></p>	<p><b>Clause 3.3 - Serving of Notices</b></p> <p><b>3.3.1 - Revision</b></p> <p><i>The Council has the right to serve notices or processes of any kind in connection with this agreement, by leaving it at the property or giving it to you personally or by ordinary pre-paid post addressed to you at the property or at the last address we have for you.</i></p>	3.3.1 – Condition rewritten to factor in additional option of personally handing notices. This shows the ways we can serve notices.
Topic - Council Address – For Notices	Page 1 - current	Page 7 - proposed	<p><b>Clause 1.3 - The landlord’s main address</b></p> <p><i>Town Hall, Hornton Street, London, W8 7NX.</i></p> <p><i>This is the landlord’s address for the serving of notices, including notices in court proceedings.</i></p>	<p><b>3.3.2 – Revision</b></p> <p><i>If you need to serve any notice relating to your tenancy on us, you should send it to: The Royal Borough of Kensington and Chelsea, Kensington Town Hall, 8 Hornton Street, London, W8 7NX.</i></p>	3.3.2 – Condition revised to make it clearer. We have also included an opening sentence on serving notices on us. Existing condition (1.3) moved to 3.3.2 in the proposed tenancy agreement to ensure information on notices are together, under one section.
Topic - Rights of Third Parties	Page 1 - current	Page 7 - proposed	<p><b>Clause 1.6 - Rights of Third Parties</b></p> <p><i>The provision of the Contracts (Rights of Third Parties) Act 1999 will not apply to this tenancy agreement, which means that not one of the terms of this tenancy agreement can be enforced other than by either the tenant or the landlord.</i></p>	<p><b>Clause 3.4 - Rights of Third Parties</b></p> <p><b>3.4 - Revision</b></p> <p><i>The provision of the Contracts (Rights of Third Parties) Act 1999 will not apply to this Tenancy Agreement, which means that the terms of this tenancy agreement can only be enforced by you and the landlord.</i></p>	<p>Clause has been rephrased. We have moved this clause to 3.4 in proposed tenancy agreement.</p> <p>We have replaced “the tenant” with “you” at the end of the sentence.</p>

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Topic - Variation of the Tenancy Conditions	Page 4 - current	Page 8 - proposed	<p><b>Clause 2.2 - Variation of the Tenancy Conditions</b></p> <p><i>The landlord has the right to change the tenancy conditions by giving the tenant four weeks notice and following statutory procedures.</i></p>	<p><b>Clause 3.5 - Variation of the Tenancy Conditions</b></p> <p><b>3.5 - Revision</b></p> <p><i>Where the Council wishes to make any changes (other than in the rent or other charges), the Council will first serve you with a preliminary notice of its intention to do so. A preliminary notice will state the proposed change and its effect and invite you to comment on the proposed change by a specified date. The Council will consider your comments and will serve a notice of variation on you explaining the changes it will be making to the tenancy agreement and the date the changes will take effect which, will be four weeks from the date it is received by you.</i></p>	Clause rewritten and updated to provide more detail to tenants on when we make changes to tenancy conditions and the process we then follow.
Topic - Tenant's Handbook	N/A - current	Page 8 - proposed	Section not in our current agreements	<p><b>Clause 3.6 - Tenant's Handbook - New</b></p> <p><i>The information given in the Tenant's Handbook is for guidance and does not form part of this Tenancy Agreement. However, parts of the handbook which set out items of repair, decoration and fencing for which you are liable, are incorporated into this agreement.</i></p>	The Tenant's Handbook has recently been updated. It allows tenants to review additional information available in relation to their tenancy. Therefore, we are proposing to include a new clause that refers to the new Tenant's Handbook to encourage more residents to view it.

## Section 4 - Our Responsibilities

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
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Topic - Possession	N/A - current	Page 8 - proposed	Section not in our current agreements	<b>Clause 4.1 - Possession - New</b>	New clause proposed. We do not currently have a clause on vacant possession.
Topic - Vacant Possession	N/A - current	Page 8 - proposed	Not in our current agreements	<b>4.1.1 - New</b> <i>We will give you vacant possession of the property from the start of the tenancy date outlined in section 2.4 of this agreement.</i>	4.1.1 – New condition proposed. We are proposing to include in writing, a new clause, that we will give tenants vacant possession of the property at the start of their tenancy start date.  Providing written knowledge on this ensures good practice as landlord.
Topic - Providing Keys	N/A - current	Page 8 - proposed	Not in our current agreements	<b>4.1.2 - New</b> <i>We will provide you with three keys and/or fobs for your front door and any communal doors at the start of your tenancy. You will need to arrange to have additional keys cut or purchase additional keys if these are required.</i>	4.1.2 – New condition proposed on providing keys/fobs at the start of the tenancy and information on arranging to have additional keys cut or purchased.
Topic - Repairs to the Property and Installations	Page 5 - current	Page 8 - proposed	<b>Clause 3.1 - Repairs and Maintenance</b>	<b>Clause 4.2 - Repairs to the Property and Installations</b>	Proposed change of title.
Topic - Landlord Repairs	Page 5 - current	Page 8 - proposed	<b>3.1.1</b> <i>The landlord will keep in repair the structure, exterior of the building, common parts. and all installations for the supply of water, gas, electricity, heating and sanitation, including baths, sinks and</i>	<b>4.2.1 – Revision</b> <i>We will keep in repair, the structure, exterior of the property including drains, gutters and external pipes.</i>  <b>4.2.2 - Revision</b>	Existing condition (3.1.1) has been split into two proposed conditions (4.2.1 and 4.2.2). Both of these conditions have been revised and rewritten to



Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
			<i>toilets provided. The landlord will not repair or replace the tenant's own appliances, fixtures or fittings.</i>	<i>We will keep in repair and working order any installations we have provided for the supply of water, gas, electricity, heating and sanitation, including baths, basins, sinks and toilets provided.</i>	improve wording. Replaced "landlord" with "we".
Topic - Damage, Neglect and Recharges (Property)	Page 5 - current	Page 8 - proposed	<b>3.1.2</b> <i>The landlord is not responsible to undertake any repairs that have resulted from any deliberate act or neglect by the tenant or other persons residing in or visiting the property or any other third party. The landlord will not repair or replace any damage caused by a forced entry by the Police.</i>	<b>4.2.3 - Revision</b> <i>If a repair is needed because of neglect or damage caused by you, members of your household or your visitors, we will make the repair and charge the reasonable costs to you.</i>	These proposed changes are to provide a clearer clause on what repairs we (the landlord) will do to the property.  4.2.3 – Clause has been rewritten to improve the wording regarding neglect and damage caused and recharges.
Topic - Repairs for Shared Areas	N/A - current	Page 8-9 - proposed	Section not in our current agreements	<b>Clause 4.3 - Repairs for Shared Areas - New</b>	New clause proposed. At the moment, we do not have a clause on repairs for shared areas. We are proposing to add this clause to strengthen all repairs related clauses in the agreement and reflect what repairs we (the landlord) will do in communal areas.
Topic - Communal Landlord Repairs	N/A - current	Page 8 - proposed	Not in our current agreements	<b>4.3.1 - New</b> <i>We will take reasonable care to keep the areas and facilities you share with your neighbours (such as common entrance halls, stairways, lifts, entry-phones, passageways, rubbish chutes and any other common parts, including lighting) in reasonable repair.</i>	4.3.1 – New condition proposed on Council being responsible to take reasonable care to communal areas.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Fire Safety Precautions	N/A - current	Page 8 - proposed	Not in our current agreements	<b>4.3.2 - New</b> <i>We are responsible for all fire safety precautions in communal areas.</i>	4.3.2 – New condition proposed on the Council’s responsibility for fire safety precautions in communal areas.
Topic - Damage, Neglect, Recharges (Communal)	N/A - current	Page 9 - proposed	Not in our current agreements	<b>4.3.3 - New</b> <i>If a repair is needed because of neglect or damage caused by you, members of your household or your visitors in a communal area, we may make the repair and charge the reasonable costs to you.</i>	4.3.3 – New condition proposed on recharging for damages or neglect in communal areas.
Topic - Decorations	Page 5 - current	Page 9 - proposed	<b>Clause 3.2 - Decorations</b> <i>The landlord will decorate the exterior of the property and the common parts as necessary. The landlord will not decorate the internal parts of the property, except in specific cases, if any, that are detailed in the Tenants Handbook.</i>	<b>Clause 4.4 – Decorations - Revision</b> <i>We will redecorate the exterior of the property and any areas you share with your neighbours as part of the Council’s planned cycle of works, or, in specific cases, if any, that are detailed in the Tenant’s Handbook.</i>	We are proposing to revise this clause – by slightly amending the use of language. We have added “the Council’s planned cycle of works” to clause.  Also replaced “the landlord” with “we”.
Topic - Data Protection	Page 10 - current	Page 9 - proposed	<b>Clause 5.19 – Data Protection</b> <i>The tenant will allow the landlord or its agents to use any relevant personal information it holds and share it with third parties and statutory bodies (such as the Police) including, for the purposes of assisting in enforcing this agreement or the investigation of any crime. Any such disclosure will be in accordance with the Data Protection legislation or other relevant legislation and the landlord or the landlord’s agent’s policies on confidentiality. The tenant also allows the landlord or its agents to request</i>	<b>Clause 4.5 – Data Protection - Revision</b> <i>We will process personal information we hold to allow us to perform our duties as a landlord. We will ensure we process data in line with existing legislation, currently predominantly the GDPR and Data Protection Act 2018. Our Privacy Notice, available on our website, provides further information on how we process your data. This includes why we collect data, how it is collected, the legal basis for using your data, why and whom this is shared with and how long we retain your data for. Examples of where we may share data are</i>	At the moment, the Data Protection clause in our current tenancy agreements do not mention General Data Protection Regulation (GDPR). We are proposing to revise and update the condition - reflecting GDPR and to ensure it is all correct with current legislation. We have also referred to our Privacy Notice.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
			<i>information from third parties and statutory bodies to assist in enforcing this agreement.</i>	<i>with a contractor delivering works to homes, with the police in detecting or preventing criminal activity or with relevant statutory bodies in relation to a suspected safeguarding matter.</i>	

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## Section 5 - Your Responsibilities

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Residence and Use of Property	Pages 5, 8 - current	Page 9-10 - proposed	<b>Clause 5.11 - Residence and Clause 5.13 – Use of Dwelling</b>	<b>Clause 5.1 - Residence and Use of Property</b>	Merged the two existing clauses into one clause as there are similarities between both.
Topic - Residence	Page 8 - current	Page 9 - proposed	<b>5.11.1</b> <i>The tenant will reside continuously in the premises as their sole and principal home and is required to inform the landlord if not occupying for a period longer than three months with details of access arrangements.</i>	<b>5.1.1 - Revision</b> <i>Your rights to the property will begin from the start of the tenancy. You agree to live in your home and use the property for residential purposes as your only or principal home.</i>	5.1.1 - Condition has been re-written and updated to improve wording. Tenants being away from the property is now a separate condition.
Topic - Tenant Responsible Actions	Page 5 - current	Page 9 - proposed	<b>5.1</b> <i>For the avoidance of doubt the tenant is responsible for his/her own actions and those of any other person (including children) living in or visiting the property and the term 'tenant' in this section shall be construed accordingly. The tenant will ensure that any other person (including children) living in or visiting the property will not do anything that the tenant is required not to do by this agreement.</i>	<b>5.1.2 - Revision</b> <i>For the avoidance of doubt you are responsible for your own actions and any other person (including children) living in or visiting the property. You will ensure that any other person (including children) living in or visiting the property will not do anything you are not permitted to do by this agreement.</i>	5.1.2 – Condition has been updated. Changed “the tenant” to “you”.
Topic - Operating any Business from Home	N/A - current	Page 9 - proposed	Not in our current agreements	<b>5.1.3 - New</b> <i>You must not operate or advertise any trade or business at your home without our written permission. We will not unreasonably refuse permission. If we give permission and the trade or business causes a nuisance or annoyance to other</i>	5.1.3 - New clause on not operating any business or trade without the Council's permission. We are proposing to add this clause in and ensuring we are not unreasonable regarding

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
				<i>people in the locality, or damages our property, we can withdraw the permission.</i>	permission. Also factoring in new ways of working.
Topic - Using Property Immorally /Illegally	Page 8 - current	Page 9 - proposed	<b>5.13</b> <i>The tenant or any persons residing or visiting the property will not use the premises for any illegal or immoral purpose or operate any business from it, or store any gas, petrol canisters, firearms, weapons or inflammable substance.</i>	<b>5.1.4 - Revision</b> <i>You must not use your home for any illegal or immoral purpose including growing, preparing, selling, supplying or using any illegal drugs, storing or handling stolen goods or prostitution.</i>	5.1.4 – Condition re-written to update wording. Specific references to drugs and stolen goods included.
Topic - Business and Trade Signs	N/A - current	Page 9 - proposed	Not in our current agreements	<b>5.1.5 - New</b> <i>You will not put any business or trade signs on or around the property.</i>	5.1.5 - New condition proposed on business or trade signs.
Topic - Change in Residence / Overcrowding	Page 8 - current	Page 9 - proposed	<b>5.11.2</b> <i>The tenant will notify the landlord or its agent immediately of any changes in residence in the premises and must not overcrowd the premises.</i>	<b>5.1.6 - Revision</b> <i>You must notify the Council immediately of any changes in residence in the property and must not overcrowd the property.</i>	5.1.6 – Condition re-written to update language. Replaced: <ul style="list-style-type: none"> <li>• “the tenant” with “you”,</li> <li>• “landlord” with “Council”</li> <li>• “premises” with “property”</li> </ul>
Topic - No Damage to Property (including Fire Precautions)	N/A - current	Page 9 - proposed	Not in our current agreements	<b>5.1.7 - New</b> <i>You must not damage or abuse the property. This includes fire precautions, such as your flat entrance fire door or fire alarm equipment, etc. You must never change your front door or remove any closing devices.</i>	5.1.7 – New condition proposed on not damaging the property, with particular emphasis on fire safety.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Away from Property	Page 8 - current	Page 10 - proposed	See 5.11.1 above – existing condition split (Topic – Residence).	<b>5.1.8 - New/Revision</b> <i>If you are going to be away from the property for a period longer than three months, you are required to let us know in writing as soon as possible. You must provide the reason you are away and when you expect to return. You will need to give us a contact address and phone number and details of access arrangements. If you do not write to us, we may act as if you have given up your property. Your tenancy may cease to be a secure tenancy and we may take steps to obtain vacant possession of the property.</i>	5.1.8 - As mentioned in 5.1.1 – this new proposed clause provides more information on tenants letting us know when away from the property and what might happen if they do not let us know, i.e. possibly assuming the property has been abandoned.
Topic - Paying Rent & Charges while away	N/A - current	Page 10 - proposed	Not in our current agreements	<b>5.1.9 - New</b> <i>You must continue to pay your weekly rent and other charges while you are away.</i>	5.1.9 – New clause proposed on tenants still paying their rent and charges while away. This is important for tenants to know in writing – to avoid them falling into arrears.
Topic - Payment of Rent and Other Charges	Page 6 - current	Page 10 - proposed	<b>Clause 5.2 - Payment of Rent and Other Charges</b> <b>5.2.1</b> <i>The tenant will pay the rent and any other charges due under the terms of this agreement every week in advance. Any other charges or payments arising from legal proceedings in connection with this agreement will be deemed to be rent due in connection with this tenancy and may be added to the rent account for the property.</i>	<b>Clause 5.2 - Payment of Rent and Other Charges</b> <b>5.2.1 - Revision</b> <i>You must pay the rent and any other charges due under the terms of this agreement on Monday every week in advance.</i>	5.2.1 – Condition re-written to provide clearer wording for tenants. We have removed last sentence on paying sums arising from legal proceedings. This is now in condition 5.2.2.  Also replaced “the tenant” with “you” in condition.

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	Current	Proposed			
Topic - Legal Proceedings	Page 6 - current	Page 10 - proposed	<p><b>5.2.2</b>  <i>The tenant will pay any costs or other sums ordered to be paid in legal proceedings connected with this agreement. - (Intro-Secure)</i></p>	<p><b>5.2.2 – New/Revision</b>  <i>You shall pay any costs or other sums ordered to be paid in legal proceedings connected with this agreement.</i></p>	<p>5.2.2 – This was in the introductory-secure agreement only. We are proposing to incorporate this into proposed agreement.</p> <p>Also replaced “the tenant” with “you” in condition.</p>
Topic - Repairs and Maintenance	Page 6 - current	Pages 10-11 - proposed	<b>Clause 5.3 - Repairs and Maintenance</b>	<b>Clause 5.3 - Repairs and Maintenance</b>	
Topic - Minor Repairs	Page 6 - current	Page 10 - proposed	<p><b>5.3.2</b>  <i>The tenant <b>will</b> undertake the repairs as listed below:</i></p> <p>a) <i>To unblock sinks and baths.</i>  b) <i>To repair door furniture like handles, letter boxes etc.</i>  c) <i>To repair or replace WC seats.</i>  d) <i>To replace tap washers.</i>  e) <i>To ease door and window hinges.</i>  f) <i>To replace plugs and chains.</i>  g) <i>To repair minor plaster cracks and internal decorations.</i>  h) <i>To repair electrical faults arising from the use of faulty appliances;</i>  i) <i>To repair or replace electrical plugs (not socket outlets), fuses and lightbulbs.</i></p> <p><i>(g) To reset trip fuses and circuit breakers caused by tenant’s own faulty appliances (Intro-Secure).</i></p>	<p><b>5.3.1 - Revision</b>  <i>You are responsible for undertaking the following minor and routine repairs as listed below:</i></p> <p>a) <i>To unblock sinks, baths and minor blockages to drains or waste pipes.</i>  b) <i>To repair non-rated fire door furniture including handles.</i>  c) <i>To repair or replace toilet seats.</i>  d) <i>To ease internal doors and window hinges.</i>  e) <i>To replace plugs and chains to baths, basins and sinks.</i>  f) <i>To repair minor plaster cracks and internal decorations.</i>  g) <i>To repair shelves, curtain rails, battens and hooks.</i>  h) <i>To reset trip fuses and circuit breakers caused by your own faulty appliances.</i>  i) <i>To repair or replace electrical plugs (not socket outlets), fuses and accessible lightbulbs.</i></p>	<p>5.3.1 - List of minor repairs tenants are responsible for has been slightly revised and is in line with information also in Tenant’s Handbook.</p> <p>We have also changed the wording in the first sentence – replacing “undertake” with “responsible”.</p> <p>Replaced “the tenant” with “you” in all conditions in 5.3.</p>

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Topic - Smoke Alarms	Page 6 - current	Page 10 - proposed	<p><b>5.3.6</b>  <i>The tenant <b>will</b> be responsible for cleaning and replacing batteries in smoke alarms and must not disconnect any smoke alarm from the power supply.</i></p>	<p><b>5.3.2 - Revision</b>  <i>You will be responsible for testing smoke alarms in the property and should do so on a monthly basis and replace batteries in smoke alarms. You must not disconnect any smoke alarm from the power supply. Where smoke alarms are not easily accessible, please contact our Fire Safety Team.</i></p>	<p>5.3.2 – Condition has been revised (the “tenant” to “you”). We have also included ‘tenants test their smoke alarms’ to encourage good practice.</p>
Topic - Disposing Fat/Cooking Waste	N/A - current	Page 10 - proposed	Not in our current agreements	<p><b>5.3.3 - New</b>  <i>You must dispose of fat and cooking waste responsibly. It is not acceptable to dispose cooking fat and waste down any sink due to the potential to cause a blockage.</i></p>	<p>5.3.3 - New condition proposed on tenants disposing waste correctly. Strengthens repairs clause further.</p>
Topic - Damage to the Property	Page 6 - current	Page 10 - proposed	<p><b>5.3.3</b>  <i>The tenant must not cause any damage to the property or any other property belonging to the landlord. The tenant must immediately repair any damage that has been so caused. If the tenant fails to carry out the repair to the landlord's or its agent's satisfaction, then the tenant must give the landlord, its agent or contractors access to carry out any such repairs and the tenant will be responsible for the cost of having the repair carried out, together with any reasonable administrative expenses.</i></p>	<p><b>5.3.4 - Revision</b>  <i>You must not cause any damage to the property or any other property belonging to the Council. You must allow access to the Council, or its contractors and agents to carry out any inspections or repairs to address the damage caused.</i></p>	<p>5.3.4 – Condition revised with minor language change in first sentence and additional wording on providing access to inspect damage caused. The rest of the <i>existing condition</i> on recharges has been moved to a separate condition (5.3.7).</p> <p>Also replaced word “landlord” with “Council”.</p>



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Topic - Tenant Repairing Own Appliances	Page 6 - current	Page 10 - proposed	<b>5.3.4</b> <i>The tenant <b>will</b> pay for any damage caused from a failure of their own appliances that causes any damage to the property or any other property.</i>	<b>5.3.5 - Revision</b> <i>You will repair or replace your own appliances, fixtures or fittings. You will pay for any damage caused from a failure of your own appliances that causes damage to the property or any other property.</i>	5.3.5 - Condition rewritten to improve wording. We have included tenants repairing and replacing their own appliances, fixtures and fittings.
Topic - Maintenance of Property	Page 6 - current	Page 10 - proposed	<b>5.3.5</b> <i>The tenant <b>will</b> decorate and keep in a clean and tidy condition the internal parts of the premises to a reasonable standard. In particular the tenant must not occupy the premises in a way that may cause infestation (... or increase the fire risk. – <u>Intro-Secure</u>)</i>	<b>5.3.6 - Revision</b> <i>You are obliged to decorate and keep in a clean and tidy condition the internal parts of the property to a reasonable standard and keep them free from obstructions or flammable material. You must not occupy the property in a way that may cause infestation or increase the fire risk.</i>	5.3.6 - Wording of condition has been refined. Replaced “will” with “obliged”. This clause is in reference to not hoarding the property.
Topic - Damage, Neglect to Property and Recharges	N/A - current	Page 10 - proposed	Not in our current agreements	<b>5.3.7 – New/Revision</b> <i>You shall be responsible for any repairs that have resulted from any deliberate act or neglect by you or other persons residing in or visiting the property or any other third party. If you cause any such damage, you will be expected to carry out the repair to the satisfaction of the Council. The Council may at its discretion carry out the repair and recharge the costs of the works to you.</i>	5.3.7 - New condition proposed on damage and neglect to property as well as possibly recharges in place.
Topic - Forced Entry	Page 6 - current	Page 11 – proposed	<b>5.3.7</b> <i>The tenant <b>will</b> make good any damage caused by the Police during a forced entry to a reasonable standard.</i>	<b>5.3.8 - Revision</b> <i>You shall make good any damage caused by the Police during a forced entry to a reasonable standard.</i>	5.3.8 - Proposed minor revision to language. Replaced “will” with “shall”.

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	Current	Proposed			
Topic - Fireplaces	N/A - current	Page 11 – proposed	Not in our current agreements	<b>5.3.9 - New</b> <i>You agree not to unblock any fireplaces that we have had blocked up without getting our written permission first.</i>	5.3.9 – Proposed new condition on tenants not to unblock any fireplaces.
Topic - Reporting Repairs	Page 6 - current	Page 11 - proposed	<b>5.3.1</b> <i>The tenant <b>will</b> report all repairs and defects in the premises to the landlord or its agent immediately, with the exception of those listed in condition 5.3.2.</i>	<b>5.3.10 - Revision</b> <i>You must report all repairs, damage or defects that are the Council's responsibility and that is needed to the outside or inside of the property, including any communal area you share with your neighbours. Please refer to the Tenant's Handbook for details.</i>	5.3.10 - Proposed revision to language and additional information on reporting repairs, even in communal areas and to refer to the Tenant's Handbook.
Topic - Condition of the Property	Page 7 - current	Page 11 - proposed	<b>Clause 5.5 - Condition of the Property</b>	<b>Clause 5.4 - Condition of the Property</b>	
Topic - Standard of Property	Page 7 - current	Page 11 - proposed	<b>5.5</b> <i>The tenant must keep the property in a clean and satisfactory condition, including good decorative standard. The tenant is responsible for the cleaning of windows, extractor fans and undertaking minor repairs specified in section 5.3.2 in this agreement.</i>  <i>However, it is the tenant's responsibility first to ensure their own safety when carrying out these tasks. <u>(Intro-Secure)</u></i>	<b>5.4.1 - Revision</b> <i>You must keep the property in a clean and satisfactory condition, including to a good decorative standard. You are responsible for the cleaning of windows, extractor fans and undertaking minor repairs specified in section 5.3 in this agreement. It is your responsibility first to ensure your own safety when carrying out these tasks.</i>	5.4.1 – Condition has been revised slightly. Replaced “the tenant” with “you”.
Topic - Condensation	N/A - current	Page 11 - proposed	Not in our current agreements	<b>5.4.2 - New</b> <i>You are responsible to ensure all rooms are ventilated adequately to prevent</i>	5.4.2 – New condition proposed on providing adequate ventilation to prevent condensation.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
				<i>condensation in the property. Please refer to the Tenant's Handbook for details.</i>	
Topic - Extractor Fans / Vents	N/A - current	Page 11 - proposed	Not in our current agreements	<b>5.4.3 - New</b> <i>You must not disconnect any extractor fans or block any vents in the property.</i>	5.4.3 - New condition proposed for tenants to not disconnect any extractor fans or block vents in the property. To provide further clarity to new tenants on these issues.
Topic - Alterations and Internal Decorations to the Property	Page 7 - current	Pages 11-12 - proposed	<b>Clause 5.4 – Alterations to the Premises</b>	<b>Clause 5.5 - Alterations and Internal Decorations to the Property</b>	Change of title proposed
Topic - Introductory Tenants (Alterations)	Page 1 (Intro-Secure) - current	Page 11 - proposed	<b>Introductory Tenants – (iii)</b> <i>Until you become a secure periodic tenant you do not have the right to:</i>  <i>Make improvements to your home other than decorating and minor improvements - (Intro-Secure)</i>	<b>5.5.1 - New</b> <i>If you are an introductory tenant, you are not permitted to make any alterations, additions or improvements to the property.</i>	5.5.1 - In our intro-secure agreement, it states that introductory tenants do not have the right to make improvements before becoming a secure tenant. We are proposing a new condition specifically for this section.
Topic - Alterations and Decorations List	Page 7 - current	Pages 11-12 - proposed	<b>5.4</b> <i>The tenant will not, without first obtaining the written consent of the landlord or its agents:</i>	<b>5.5.2 - Revision</b> <i>As a secure tenant, you are not permitted, without first obtaining the written consent of the Council, consent not to be unreasonably withheld, to:</i>	5.5.2 – Condition has been revised, including items on list to increase the level of detail for tenants. Also replaced “the tenant” with “you”.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Structural and Non-Structural Alterations	Page 7 - current	Page 11 - proposed	<i>(a) Make any structural alterations or additions to the property (... or make any non-structural alteration in the internal layout of the property. – Intro-Secure)</i>	<i>a) Make any structural alterations or additions to the property that changes, increases, decreases or otherwise interferes with the property. b) Make any non-structural alterations or additions to the internal layout of the property.</i>	Split existing condition (a) into two proposed points – to keep structural alterations and non-structural alterations separate.
Topic - Laminate Flooring	Page 7 (Intro-Secure) - current	Page 11 - proposed	<i>(d) Lay any wooden or laminate flooring and will keep the floors of the dwelling covered with suitable materials for minimising the transference of noise to other dwellings. (Intro-Secure)</i>	<i>c) Lay any tiling, wooden or laminate flooring and will keep the floors of the property covered with suitable materials in order to minimise the transference of noise to other dwellings. If you have not asked for permission and the floor coverings cause subsequent noise nuisance, we will request that you remove the flooring and re-install with approved sound insulation and other suitable floor coverings, i.e. carpet. The type of flooring required will be informed on a case by case basis and dependant on the fabric of the building itself. If the flooring needs to be taken up by the Council or its contractors or agents to gain access to the floorboards to effect repairs, you shall be responsible for relaying it at your own expense.</i>	Additional information included to laminate flooring point to strengthen the condition and ensure tenants are aware of what they can do and measures in place if tenants have not asked for our permission.
Topic - Fixtures / Fittings	Page 7 - current	Page 11 - proposed	<i>(b) Remove or alter the landlord's fixed units, doors, fixtures or fittings.</i>	<i>d) Remove or alter the Council's fixed units, doors, fixtures or fittings.</i>	Minor word change from "landlord" to "Council".

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	Current	Proposed			
Topic - Property Exterior	Page 7 - current	Page 11 - proposed	(c) Change or decorate the exterior of the property - <u>Secure</u> (e) Make any alteration to, alter the appearance of, or decorate the exterior of the property or install their own security doors - <u>Intro-Secure</u>	e) Change or decorate the exterior of the property, including the installation of security doors.	We have merged the wording of these conditions from our original agreements and revised the proposed sentence on property exterior.
Topic - Sheds/Other Structures	Page 7 - current	Page 11 - proposed	(d) Erect a shed, greenhouse, conservatory or lean-to or other buildings or structure in or on the property.	f) Erect a shed, greenhouse, conservatory or lean-to or other buildings or structure in or on the property grounds.	Minor word change by adding "grounds" at end of sentence.
Topic - Trees	Page 7 - current	Page 11 - proposed	(e) Plant any trees, or shrubs that may cause damage to the property or any neighbouring property.  (f) Remove or cut down any trees on the property.	g) Plant any trees, or shrubs that may cause damage to the property or any neighbouring property.  h) Remove or cut down any trees on the property.	No change
Topic - Ariel / Satellites	Page 7 - current	Page 12 - proposed	(g) Affix or hang any TV aerial, satellite dish or advertisement or any other thing to or from the exterior of the building which comprises the property or part of it or which the property is situated.	i) Affix or hang any TV aerial, satellite dish or advertisement or any other thing to or from the exterior of the building which comprises the property or part of it.	We have removed "or which the property is situated" from the end of the sentence.
Topic - Alterations and Additions	Page 7 - current	N/A – proposed	(c) Make any alteration or addition to the tanks, pipes, cables and other service media serving the property. ( <u>Intro-Secure</u> )	Not specifically in the proposed agreement as point.	This will tie into conditions (a) and (b) on alterations and additions.

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	Current	Proposed			
Topic - Consent	Page 7 - current	Page 12 - proposed	<i>This consent may be subject to conditions that the tenant will comply with.</i>	<b>5.5.3 - Revision</b> <i>This consent may be subject to conditions that we will provide to you in writing. All permission must be given to you in writing and not verbally. Verbal permission does not equate to express permission from the Council.</i>	5.5.3 – Condition on obtaining permission from Council must be in writing. Additional information added on permission not being verbal.
Topic - Fixtures / Fittings	N/A - current	Page 12 - proposed	Not in our current agreements	<b>5.5.4 - New</b> <i>You are responsible for any fixtures and fittings that you, or any previous tenant, have installed (with or without our written permission).</i>	5.5.4 – New condition proposed on tenants being responsible for fixtures and fittings installed by them.
Topic - Interior Decorating	N/A - current	Page 12 - proposed	Not in our current agreements	<b>5.5.5 - New</b> <i>You are responsible for decorating the inside of the property. You must not apply textured coating or any flammable covering, including but not limited to polystyrene tiling, coving or similar materials to the walls or ceiling. Please refer to the Tenant's Handbook for details.</i>	5.5.5 – New condition proposed on tenants being able to decorate inside of property and provides information on not applying particular coating, coving, etc. Also wording to refer to Tenant's Handbook for more details.
Topic - Right of Entry	Pages 4, 5, 10 - current	Pages 12-13 - proposed	<b>Clause 2.4 - Right of Entry to the Property and Clause 5.20 - Access</b>	<b>Clause 5.6 - Right of Entry/Access to Your Property - Revision</b>	We have merged both the existing Right of Entry (2.4) and Access (5.20) clauses into one clause as both shared similar points.
Topic - Access to Property	Page 10 - current	Page 12 - proposed	<b>5.20</b> <i>The tenant will allow and give the landlord, the landlord's agents or any of its contractors working on its behalf access to</i>	<b>5.6.1 - Revision</b> <i>You must allow the Council and/or contractors and/or agents working on its behalf access to the property with 24</i>	5.6.1 – Condition has been rewritten to provide clearer wording, including details on

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
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			<i>the property on 24 hours notice, which need not be in writing, for any of the purposes set out in the landlord's rights of entry in this agreement. In the case of any emergency where, in the landlord's or the landlord's agent's reasonable opinion it is necessary to gain immediate access because</i>	<i>hours' notice, which need not be in writing, for any of the purposes set out in our responsibilities and access requirements in this Agreement. In completing this work, appropriate data will be processed including but not limited to necessary photographs and recordings to allow us to evidence and action issues identified. Full details are in our Privacy Notice as detailed in section 4.5.</i>	evidencing work and being able to action issues identified.
Topic - Access Reasons	Page 4 - current	N/A - proposed	<b>2.4.1</b> <i>The tenant agrees that the landlord or their agents and contractors have the right of entry to the property on 24 hours' notice which need not be in writing or without notice in the case of an emergency (e.g. flood, fire, leaks) in the following circumstances:</i>	<b>5.6.2 – New/Revision</b> <i>In the case of any emergency which includes, but not limited to:</i>	We have removed the first sentence in 2.4.1 and moved the list of access reasons (in 2.4.1 and placed into 5.6.2).  5.6.2 – New sentence proposed on emergency access.
Topic - Health Safety (and Fire Safety)	Page 5 - current	Page 12 - proposed	<i>(i) For fire risk or other health and safety assessments and in order to implement the recommendations of any such assessment – <u>Intro-Secure</u></i>	<i>a) To conduct fire risk assessments or other health and safety assessments and in order to implement the recommendations of any such assessment.</i>	We have added “To conduct” at the start of the sentence.
Topic - Repair / Improvement	Page 4 - current	Page 12 - proposed	<i>(a) To carry out repair or improvement to the property or to any other premises.</i>	<i>b) To carry out repair or improvement to the property or to any other Council property.</i>	Reworded slightly to say other “Council property” instead of “premises”.
Topic - Installations	Page 4 - current	Page 12 - proposed	<i>(b) To make any installations in or to the property.</i>	<i>c) To make safe any installations in or to the property.</i>	We have added the word “safe”.

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Topic - Pest Control	Page 4 - current	Page 12 - proposed	<i>(c) To carry out disinfection, fumigation or pest control to the property if necessary.</i>	<i>d) To carry out disinfection, fumigation or pest control to the property if necessary.</i>	No change
Topic - Inspect and Survey	Page 4 - current	Page 12 - proposed	<i>(d) To inspect and survey the property and where required by the landlord or its agents to prepare a list and record details of any alterations or additions, damage to or neglect of the property which are the responsibility of the tenant.</i>	<i>e) To inspect and survey the property and where required by the Council or its contractors, prepare a list and record details of any alterations or additions, damage to, or neglect of the property.</i>	Refined point by changing "landlord" to "Council" and also removing "which are the responsibility of the tenant" from end of sentence.
Topic - Servicing	Page 4 - current	Page 12 - proposed	<i>(e) To carry out servicing of any gas or electrical supply or appliances at the property.</i>	<i>f) To carry out servicing of any gas and electrical appliances/installations, at the property.</i>	Added "installations" to point.
Topic - Compliance	Page 4 - current	Page 12 - proposed	<i>(f) To comply with any statutory obligation of the landlord in respect of the property or any other premises.</i>	<i>g) To comply with any statutory obligation of the landlord in respect of the property or any other Council property.</i>	Reworded slightly to say other "Council property" instead of "premises".
Topic - Unauthorised Alterations and Additions	Page 4 - current	Page 12 - proposed	<i>(g) To reinstate, make good, remove or repair any neglect, damage or unauthorised alteration or addition to the property.</i>	<i>h) To reinstate, make good, remove or repair any neglect, damage or unauthorised alteration or additions to the property.</i>	No change
Topic - Default Work	Page 4 - current	Page 12 - proposed	<i>(h) To do work in default where the tenant has failed to decorate or carry out minor repairs to the property as required by this agreement.</i>	<i>i) To carry out work in default where you have failed to decorate or carry out minor repairs to the property as required by this agreement.</i>	No change
Topic - Occupancy / Tenancy Management	Pages 4, 5 - current	Page 12 - proposed	<i>(i) For tenancy related purposes and to allow photographs, video and/or sound recordings to be taken - <u>Secure</u> (j) In order to check the occupancy of the property or for other tenancy management related purposes and this includes a right</i>	<i>j) To check the occupancy of the property and/or for other tenancy management related purposes.</i>	We have removed taking photographs, videos and recordings from this point.



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	Current	Proposed			
			<i>to take photographs, video and/or sound recordings – <u>Intro-Secure</u></i>		
Topic - Gaining Access	Page 4 - current	Page 12 - proposed	<b>2.4.2</b> <i>The tenant agrees that in the case of an emergency, if the landlord, its agents or contractors cannot obtain access to the property by other means within a reasonable time or immediately where necessary, and in the landlord's or it agent's reasonable opinion it is necessary to gain immediate access because:</i>	<i>or where, in the Council's, its contractors and or its agents reasonable opinion it is necessary to gain immediate access because:</i>	Sentence rewritten to provide clearer wording on further emergency access reasons below.
Topic - Risk of Harm	Page 5 - current	Page 12 - proposed	<i>(a) there is an imminent risk of physical harm to any person or significant damage to the property or any other property; or</i>	<i>k) there is an imminent or perceived risk of actual physical harm to any person or significant damage to the property or any other property; or</i>	Added "perceived" to point
Topic - Property Not Secure	Page 5 - current	Page 12 - proposed	<i>(b) the property is unoccupied and inadequately secured against unauthorised entry or vandalism</i>	<i>l) the property is unoccupied and inadequately secured against unauthorised entry or vandalism.</i>	No change
Topic - Access	Page 5 - current	N/A - proposed	<i>the landlord, its agents or contractors have the right to break into the property. The landlord, its agents or contractors may do whatsoever is reasonably required to deal with the emergency in an appropriate manner and will make good any damage caused when entering the property and afterwards secure the property against unauthorised entry.</i>	Not in our proposed agreement	We have not included this existing condition as we mention this in 5.6.3.
Topic - Immediate Access	Page 10 - current	Page 13 - proposed	<b>Clause 5.20 - Access</b> <i>The tenant must give immediate access to the property or the landlord, the landlord's</i>	<b>5.6.3 – New/Revision</b> <i>You must give immediate access to the property in certain circumstances, as</i>	5.6.3 – Condition has been slightly revised, changing:

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			<i>agent or contractors acting on its behalf may undertake a forced entry. The tenant will not obstruct or prevent the landlord, its agents or contractors from gaining access to the property in any circumstances in which the landlord has the right to enter it under this agreement.</i>	<i>described above, otherwise the Council, or its contractors acting on its behalf may undertake a forced entry. You must not obstruct or prevent the Council, its agents or contractors from gaining access to the property in any circumstances in which the Council has the right to enter it under this agreement.</i>	<ul style="list-style-type: none"> <li>- “the tenant” to “you” and</li> <li>- “landlord” to “Council”</li> </ul>
Topic - Anti-Social Behaviour and Harassment	Page 9 - current	Page 13 - proposed	<p><b>Clause 5.15 - Anti-Social Behaviour and Harassment</b></p> <p><b>5.15.1</b> <i>The tenant will not cause a nuisance or disturbance to any person or commit any acts of harassment to any person within the property, common parts or locality.</i></p>	<p><b>Clause 5.7 - Anti-Social Behaviour and Harassment</b></p> <p><b>5.7.1 - Revision</b> <i>You or any person living in and or visiting the property must not cause a nuisance, annoyance, disturbance, offence, distress or alarm to other tenants, their family, other residents, Council representatives, lodgers or visitors or commit any acts of harassment to any person within the property, common parts or locality.</i></p>	5.7.1 – we have revised the condition to include visitors, other residents and Council staff and additional words such as annoyance, offence, distress and alarm.
Topic - List of ASB	Page 9 - current	Page 13 - proposed	<p><b>5.15.2</b> <i>This will include (but is not limited to) the following:</i></p> <p><i>(a) Harassment by reason of age, race, gender, religion, culture, sexuality mental health or disability.</i></p> <p><i>(b) Violence or threats of violence to any persons</i></p> <p><i>(c) Abuse or insulting words or behaviour.</i></p> <p><i>(d) Drinking related offences.</i></p> <p><i>(e) Damage or threat of damage to property belonging to another person.</i></p>	<p><b>5.7.1</b> <i>This will include (but is not limited to) the following:</i></p> <p><i>a) hate crime including but not limited to a crime against someone due to their disability, race, gender, sexual orientation, religion, age, ethnic background.</i></p> <p><i>b) intimidation of neighbours and others through threats or actual violence</i></p> <p><i>c) harassment, including racial harassment</i></p> <p><i>d) verbal or written abuse</i></p>	List of antisocial behaviour reasons have been revised.

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			<p>(f) Writing graffiti on Council property.</p> <p>(g) Threatening, abusive or insulting graffiti.</p> <p>(h) Making unnecessary or excessive noise by any means whatsoever.</p> <p>(i) Handling or storage of stolen goods or involved in any other criminal activity.</p> <p>(j) Any act or omission calculated to inconvenience or interfere with the peace or comfort of any person.</p> <p>(k) Damage to security systems, including closed circuit television equipment, door entry or alarm systems.</p>	<p>e) systematic bullying of children in the locality</p> <p>f) abusive behaviour aimed at causing distress or fear to certain people</p> <p>g) noise nuisance</p> <p>h) dumping rubbish / fly-tipping</p> <p>i) animal nuisance</p> <p>j) vandalism, property damage and graffiti</p> <p>k) Alcohol / drug related nuisance</p> <p>l) Urinating in the communal and external parts</p>	
Topic - Criminal Offences	N/A - current	Page 13 - proposed	Not in agreements	<b>5.7.2 - New</b> <i>You must not commit an indictable offence in, or in the locality of the property.</i>	5.7.2 – New condition proposed on tenants not committing criminal offences. This has strengthened the antisocial behaviour clause.
Topic - Damage and Recharges	N/A - current	Page 13 - proposed	Not in agreements	<b>5.7.3 - New</b> <i>If you damage a Royal Borough of Kensington and Chelsea property, either in a shared area or within a dwelling, we will require you to pay our reasonable costs of repairing the damage.</i>	5.7.3 – New condition proposed on recharging tenants if a tenant has damaged a property or in a shared area. This has strengthened the antisocial behaviour clause.
Topic - Breach of Agreement	Page 9 - current	Page 13 - proposed	<b>5.15.3</b> <i>If the tenant is found to be in breach of this agreement the landlord may commence legal proceedings that may include possession of the property, injunctions, orders or arrest and will work with other</i>	<b>5.7.4 - Revision</b> <i>If you are found to be in breach of this agreement the Council may commence legal proceedings that may include possession of the property, injunctions orders with powers of arrest or exclusion</i>	5.7.4 – Condition has been slightly revised, changing: <ul style="list-style-type: none"> <li>- “the tenant” to “you” and</li> <li>- “landlord” to “Council”</li> </ul>

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
			<i>agencies to ensure a safe neighbourhood within the scope of the law.</i>	<i>order and will work with other agencies to ensure a safe neighbourhood within the scope of the law.</i>	
Topic - Threats and Violence Against Staff	Page 10 - current	Page 13 - proposed	<p><b>5.18 - Threats and Violence Against Staff</b></p> <p><i>The tenant must not threaten, verbally abuse or assault any member of staff employed by the landlord, landlord's agent or any of its contractors working on their behalf. If the tenant breaches this the landlord may restrict the tenant's access to staff, contractors or offices in such circumstances as are considered by the landlord as appropriate and may also commence legal proceeding against the tenant.</i></p>	<p><b>5.8 - Threats and Violence Against Staff - Revision</b></p> <p><i>You or any person living in and or visiting the property must not threaten, verbally abuse or assault any member of staff employed by the Council, its representatives or any of its contractors working on their behalf. If you are in breach of this, the Council may restrict your access to staff, contractors or offices in such circumstances as are considered by the Council as appropriate and may also commence legal proceedings against you.</i></p>	<p>Condition in 5.8 has been slightly revised, changing:</p> <ul style="list-style-type: none"> <li>- "the tenant" to "you" and</li> <li>- "landlord" to "Council"</li> </ul>
Topic - Noise and Nuisance	N/A - current	Page 14 - proposed	Section is not in our current agreements	<b>Clause 5.9 - Noise and Nuisance - New</b>	New clause and conditions proposed on noise and nuisance.
Topic - Noise	N/A - current	Page 14 - proposed	Not in our current agreements	<p><b>5.9.1 - New</b></p> <p><i>You must act in a reasonable manner and must not do anything which in our reasonable opinion causes noise nuisance or cause excessive vibrations at the property. This will include (but is not limited to) the following:</i></p> <p><i>a) Playing any sound systems (including speakers) at loud volumes that can be heard outside the property.</i></p>	5.9.1 - At the moment, noise nuisance is a contentious issue for tenants. We are proposing to include this in the proposed agreement and outline our views on what we expect tenants to follow – in regards to noise.

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				<p>b) <i>Playing your television, radio or any music loudly in your home or in any garden or shared area.</i></p> <p>c) <i>Using power tools and other electrical or similar equipment between the hours of 8pm to 7am such as to cause nuisance, disturbance or annoyance to neighbours or others in the area.</i></p> <p>d) <i>Insufficient floor coverings that do not insulate noise.</i></p>	
Topic - Nuisance in Communal and other areas	N/A - current	Page 14 - proposed	Not in our current agreements	<p><b>5.9.2 - New</b>  <i>Where we have provided areas to be used for play including open spaces and playgrounds, you are responsible for ensuring that you, your household and visitors, do not cause a nuisance in relation to excessive noise, damage to the property or communal areas or walkways, or risk to the personal safety of themselves or others.</i></p>	5.9.2 – New condition proposed on tenants being responsible for not causing a nuisance.
Topic - Items and Waste Left in Areas	N/A - current	Page 14 - proposed	Not in our current agreements	<p><b>5.9.3 - New</b>  <i>You must not create a nuisance or health hazard by leaving food items or household waste out on balconies, communal areas or gardens that will attract vermin, pigeons or any other animals.</i></p>	5.9.3 – We are proposing to include this as a condition as there are reports of this occurring in the borough. We want to ensure that tenants are aware of not creating nuisance that attracts vermin and other animals.
Topic - Domestic Abuse	Page 9 - current	Page 14 - proposed	<b>Clause 5.16 – Domestic Violence</b>	<b>Clause 5.10 – Domestic Abuse</b>	Proposed change of title to Domestic Abuse

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	Current	Proposed			
Topic - Domestic Abuse	Page 9 - current	Page 14 - proposed	<b>5.16</b> <i>The tenant must not commit violence towards a husband, wife, partner or former husband or wife or partner or other member of the family. The tenant must not harass or use mental, emotional or sexual abuse that might be expected to cause anyone who lives with the tenant to leave the property.</i>	<b>5.10.1 - Revision</b> <i>You must not commit or threaten, harass or commit mental, emotional, financial or physical abuse against any person who has the legal right to be at the property, any other person in the property, or in the locality or encourage any other person to do so.</i>	5.10.1 - We are proposing to revise the existing condition by refining the language (replacing “tenant” with “you”). We have also included “or encourage any other person” to abuse at the end of the sentence.
Topic - Domestic Abuse	N/A - current	Page 14 - proposed	Not in our current agreements	<b>5.10.2 - New</b> <i>You agree not to commit or threaten abuse or use violence which prevents, or is likely to prevent, anyone living in your home (including children) from being able to live there in safety and peacefully.</i>	5.10.2 – We also propose introducing a new condition, where tenants are forced to leave because of abuse, violence or fear of violence. This will strengthen the clause.
Topic - Domestic Abuse Breach of Tenancy	Page 9 - current	Page 14 - proposed	<b>5.16</b> <i>If there is a breach of this clause, the landlord may seek a possession order against the remaining tenant or occupier.</i>	<b>5.10.3 - Revision</b> <i>If there is a breach of this clause, we may seek a possession order against you or an occupier of the property.</i>	5.10.3 - Replaced “tenant” with “you” and “landlord” with “we” in condition.
Topic - Domestic Abuse – Support	N/A - current	Page 14 - proposed	Not in our current agreements	<b>5.10.4 – New</b> <i>We will support any tenant who experiences Domestic Abuse – even if they are not our tenant, we will refer them onto the most appropriate support service.</i>	5.10.4 – New condition on providing support to tenants experiencing domestic abuse.
Topic - Drugs	Page 10 - current	Page 15 - proposed	<b>Clause 5.17 – Drugs</b> <i>The tenant must not store, use or supply drugs from or within the premises, common parts or any other of the landlord’s property unless they are being stored for a lawful prescribed medicinal use. If the tenant breaches this clause, the</i>	<b>Clause 5.11 – Drugs - Revision</b> <i>You or any person living in and or visiting the property must not store, use or supply drugs from or within the property, common areas or any other of the Council’s properties unless, they are being stored for a lawful prescribed medicinal use. If</i>	Condition has been slightly revised, changing: <ul style="list-style-type: none"> <li>- “the tenant” to “you” and</li> <li>- “landlord” to “Council”</li> </ul>

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	Current	Proposed			
			<i>landlord will co-operate with the Police and other agencies and this may result in possession of the premises or arrest by the Police.</i>	<i>you breach this clause, the Council will co-operate with the Police and other agencies and this may result in possession of the property or arrest by the Police.</i>	We have also included other people living in the property and visitors to start of sentence.
Topic - Animals	Page 8 - current	Page 15 - proposed	<p><b>Clause 5.10 - Animals</b></p> <p><i>The tenant will not keep at the property any animal without the prior permission of the landlord or its agents in writing, and will not keep the animal or pet at the property if permission is withdrawn by the landlord or its agents in writing. If permission is given, whether by the landlord or its agents, permission may be given subject to conditions and the tenant will comply with any such conditions. The landlord or its agents will not grant permission or will withdraw permission if the animal is or is likely to become a nuisance, annoyance or health hazard to any neighbour or person within the locality.</i></p>	<p><b>Clause 5.12 - Animals</b></p> <p><b>5.12.1 - Revision</b> <i>You shall not keep at the property any animal or pet without the prior permission of the Council in writing and shall not keep the animal or pet at the property if permission is withdrawn by the Council in writing.</i></p> <p><b>5.12.2 - Revision</b> <i>If permission is given, it may be subject to conditions and you must comply with any such conditions.</i></p> <p><b>5.12.3 - Revision</b> <i>The Council will not grant permission or where it has been granted, will withdraw permission if the animal is or is likely to become a nuisance, annoyance or health hazard to any neighbour or person within the locality.</i></p>	<p>We are proposing to split the existing condition into three proposed conditions:</p> <p>5.12.1, 5.12.2, 5.12.3.</p> <p>We have replaced “tenant” with “you” and “landlord” with “Council” in conditions.</p> <p>We are also proposing to introduce new conditions below to strengthen this section.</p>
Topic - Pet Agreement	N/A - current	Page 15 - proposed	Not in our current agreements	<p><b>5.12.4 - New</b> <i>When asking for permission, you may be obliged to complete a Pet Agreement and provide details of your pet.</i></p>	5.12.4 - New condition on tenants completing a Pet Agreement, when asking for permission for a pet.

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	Current	Proposed			
Topic - Animal Control in Communal Areas	N/A - current	Page 15 - proposed	Not in our current agreements	<b>5.12.5 - New</b> <i>You will keep your dog on a lead and/or any other animal or pet under strict control in communal areas.</i>	5.12.5 - New condition proposed – for tenants to keep dogs and other animals under strict control in communal areas.
Topic - Animal Nuisance	N/A - current	Page 15 - proposed	Not in our current agreements	<b>5.12.6 - New</b> <i>You must not let your dog or any other pet foul or damage the inside or outside of the property or shared areas so that it becomes a public health nuisance or annoys neighbours or visitors. This includes (but is not limited) to the following:</i>  a) Lifts b) Stairways c) Communal walkways d) Laundry or drying areas e) Private gardens of the property	5.12.6 - New condition proposed advising that tenants must not allow their pet to foul or damage areas, so it then becomes health nuisance or annoyance.
Topic - Fouling, Damage, Recharges	N/A - current	Page 15 - proposed	Not in our current agreements	<b>5.12.7 - New</b> <i>You must immediately remove any fouling and clean the affected area. Where damage and fouling occur, you must repay our reasonable costs of any repairs, cleaning or other expenses as a result.</i>	5.12.7 - New condition proposed on tenants removing/cleaning any fouling and recharges if repairs/cleaning required.
Topic - Dangerous Dogs	N/A - current	Page 15 - proposed	Not in our current agreements	<b>5.12.8 - New</b> <i>Any dog classed as dangerous under the Dangerous Dogs Act 1991 will not be permitted in our properties.</i>	5.12.8 - New condition proposed on tenants not being allowed a dog classed as dangerous, in accordance with law.



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	Current	Proposed			
Topic - Pests and Infestations	N/A - current	Page 15 - proposed	Section not on our current agreements	<p><b>5.13 – Pests and Infestations – New</b>  <i>You are responsible for preventing and eradicating any pests such as mice and rats, or infestations such as wasps, cockroaches, fleas or bed bugs within your home and garden, including keeping a good level of cleanliness and hygiene.</i></p>	New clause proposed on pests and infestations and tenants responsibility to prevent vermin.
Topic - Moving out Temporarily (Decanting)	N/A - current	Page 16 - proposed	Section not in our current agreements	<p><b>Clause 5.14 – Moving out Temporarily (Decanting) - New</b></p> <p><b>5.14.1 - New</b>  <i>If we need to carry out repairs or other works to the property, the block or the estate and we cannot reasonably complete them while you are living there, you will be asked to move out temporarily in accordance with our decant policy.</i></p> <p><b>5.14.2 - New</b>  <i>You must leave your alternative accommodation and move back to your permanent property once the works are completed. If you refuse to leave the accommodation, we will seek possession of the premises and ask the Court to make an order that you pay our costs of the proceedings.</i></p> <p><b>5.14.3 - New</b>  <i>The Council will not charge you for the decanted property; you will remain liable for your rent at your permanent property along with any other household costs including Council Tax.</i></p>	At the moment, we do not have a specific section on decants in our current agreements. We are therefore proposing to introduce conditions on when a tenant needs to be temporarily moved and the relevant conditions accompanying that.

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	Current	Proposed			
Topic - Common Areas	Page 7 - current	Page 16 - proposed	<b>Clause 5.6 – Common Parts and Areas</b>	<b>Clause 5.15 - Common Areas</b>	Proposed change of title to 'Common Areas'
Topic - Preventing Access	N/A - current	Page 16 - proposed	Not in our current agreements	<b>5.15.1 - New</b> <i>You must not store, lock, block or otherwise prevent access to internal or external communal areas or access routes. This includes but is not limited to rubbish, furniture, bicycles, prams/pushchairs, mobility scooters or mobility aids.</i>	5.15.1 - New condition proposed on tenants not blocking communal areas and access routes. We are proposing this to ensure routes are cleared, especially in emergencies.
Topic - Items Stored in Communal Areas and Recharges	N/A - current	Page 16 - proposed	Not in our current agreements	<b>5.15.2 - New</b> <i>Any items stored in a communal area will be subject to immediate removal, storage, or disposal. We will charge our reasonable costs for such removal storage or disposal.</i>	5.15.2 - New condition proposed on the Council removing items in communal areas. We are proposing this addition to ensure communal areas are clear and there are no health and safety concerns.
Topic - Common Areas to be Cleared	Page 7 - current	Page 16 - proposed	<b>5.6</b> <i>The tenant will keep the common parts adjacent to the premises clean, free from obstruction and tidy at all times and will pay for:</i>  <i>a) The cleaning of lifts and communal areas if fouled by the tenant.</i> <i>b) The clearing of blocked rubbish chutes blocked by the tenant's rubbish.</i> <i>c) The clearing of refuse deposited by the tenant in the common parts.</i>	<b>5.15.3 - Revision</b> <i>You shall keep the common areas adjacent to the property clean, free from obstruction or flammable material and tidy at all times and will be required to pay for:</i>  <i>a) The cleaning of lifts and communal areas if fouled by your pet.</i> <i>b) The clearing of blocked rubbish chutes blocked by your rubbish.</i> <i>c) The clearing of refuse deposited by you in common areas.</i>	5.15.3 – Condition revised. Replaced “tenant” with “you” and “will” with “shall” in condition.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Communal Doors and Fire Doors, Recharges	N/A - current	Page 16 - proposed	Not in our current agreements	<b>5.15.4 - New</b> <i>You must not lock, keep open, damage or obstruct any communal entrance doors, fire doors or gates within the interior or exterior of the building. We may charge our reasonable costs for such repair or replacement.</i>	5.15.4 - New condition proposed for tenants to not interfere, damage any communal doors, fire doors or gates and possible recharges, if maintenance required.
Topic - Hoarding in Communal Areas	N/A - current	Page 16 - proposed	Not in our current agreements	<b>5.15.5 - New</b> <i>You must not hoard any items within the building or common areas so as to cause any health and safety risk or fire hazard.</i>	5.15.5 - New condition proposed for tenants to not hoard any items in communal areas – as it's a fire risk.
Topic - Damages to Fire Safety Equipment	N/A - current	Page 16 - proposed	Not in our current agreements	<b>5.15.6 - New</b> <i>You must not damage or tamper with any Fire and Safety equipment provided in the property and building. We may charge our reasonable costs for repair or replacement to you. This includes, but may not be limited to, detection / alarm devices, flat entrance doors, internal doors within the property.</i>	5.15.6 - New condition proposed that tenants do not damage any fire safety equipment. Fire safety has been mentioned consistently throughout section and other sections of proposed agreement.
Topic - Smoking	N/A - current	Page 16 - proposed	Not in our current agreements	<b>5.15.7 - New</b> <i>You must not smoke in communal areas. This includes entrance halls, corridors and stairways.</i>	5.15.7 - New condition proposed for tenants not to smoke in communal areas.
Topic - Barbeques	N/A - current	Page 16 - proposed	Not in our current agreements	<b>5.15.8 - New</b> <i>Barbeques are not allowed in any communal or private balconies or other communal areas.</i>	5.15.8 - New condition proposed. Use of barbeques is not permitted in any communal area.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Combustible Items	N/A - current	Page 16 - proposed	Not in our current agreements	<b>5.15.9 - New</b> <i>You must not store any combustible items on communal or private balconies.</i>	5.15.9 - New condition proposed for tenants not to store any combustible items on balconies.
Topic - Balconies and Storage	N/A - current	Page 16 - proposed	Not in our current agreements	<b>5.15.10 - New</b> <i>You must not use your communal or private balcony as a storage area and it must remain free of clutter.</i>	5.15.10 - New condition proposed to not use balconies as a storage area.
Topic - Flammable Substances	N/A - current	Page 16 - proposed	Not in our current agreements	<b>5.15.11 - New</b> <i>You must not keep, store or use any explosive or flammable substances or gas products in any common areas or any garage or shed. Any items that are found will be immediately removed by us and the reasonable cost of removal and disposal will be charged to you.</i>	5.15.11 - New condition proposed to not keep any flammable/explosive products in areas (including sheds and garages) and recharges for removal.
Topic - Rubbish, Refuse and Recycling	Pages 10, 11 – current	Page 17 - proposed	<b>Clause 5.22 - Rubbish and Refuse</b>	<b>Clause 5.16 - Rubbish, Refuse and Recycling</b>	Proposed change to title – added Recycling
Topic - Disposing Rubbish	Pages 10-11 - current	Page 17 - proposed	<b>5.22</b> <i>The tenant must dispose of all rubbish and refuse securely, safely and hygienically and must dispose of any material that is not usually collected by the refuse collector. The tenant must not deposit or store any rubbish or unsightly materials against the outside walls of the property.</i>	<b>5.16.1 - Revision</b> <i>You must dispose of all rubbish and refuse securely, safely and hygienically and must dispose of any material that is not usually collected by the refuse collector. You must correctly dispose of rubbish in the designated area or a refuse chute (where applicable) by ensuring the bag size is suitable for the chute. You must not deposit or store any rubbish, larger unwanted items or unsightly materials against the outside walls of the property.</i>	5.16.1 - We are proposing to revise this condition by amending the language used and adding in a sentence on tenants being responsible to correctly dispose rubbish and not to store any larger unwanted items outside the property.  Replaced “tenant” with “you” in condition.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic – Rubbish Build-up	N/A - current	Page 17 - proposed	Not in our current agreements	<b>5.16.2 - New</b> <i>You must not allow rubbish to build up inside and against the outside walls of the property, or above the damp course level of any building.</i>	5.16.2 - New condition proposed for tenants to not allow rubbish to build up outside the property.
Topic – Recycling	N/A - current	Page 17 - proposed	Not in our current agreements	<b>5.16.3 - New</b> <i>You are responsible for separating your recyclable items and making them available for collection if recycling facilities are provided.</i>	5.16.3 - New condition proposed on tenants being responsible for separating recyclable items for collection. This condition is only applicable if such facilities are provided.
Topic - Gardens, Patios and Balcony	Page 8 - current	Page 17 - proposed	<b>Clause 5.9 – Gardens and Patios</b>	<b>Clause 5.17 - Gardens, Patios and Balcony</b>	Proposed change of title to include word Balcony.
Topic - Garden Maintenance	N/A - current	Page 17 - proposed	<i>The tenant will maintain any gardens, window boxes or patios to a reasonable standard.</i>	<b>5.17.1 - Revision</b> <i>You must maintain any private garden, window boxes, patios or balcony which comes with the property to a tidy, safe and reasonable order. You must ensure that items within the balcony such as pots are secure and they do not cause a danger or a health risk to anyone or obstruct a public right of way. Please refer to the Tenants Handbook for more details.</i>	5.17.1 - We are proposing to include additional information on ensuring tenants secure items on their balcony and referring to handbook. This will further strengthen the existing condition.  Replaced “tenant” with “you” in condition.
Topic - Planting and Removing Trees	N/A - current	Page 17 - proposed	Not in our current agreements	<b>5.17.2 - New</b> <i>You must not plant or remove any trees or plants in any communal garden, space or shared area.</i>	5.17.2 - New condition proposed for tenants not to plant any trees/plants in shared areas.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Private Gardens	N/A - current	Page 17 - proposed	Not in our current agreements	<b>5.17.3 - New</b> <i>Whilst you are responsible for maintaining your private garden, you must obtain our written permission before cutting down or removing any trees within the private garden demised to the property. Any works that are undertaken by the Council's Arboriculture Team will be recharged to you. Please refer to the Tenants Handbook for more details.</i>	5.17.3 - New condition proposed on tenants responsibility to maintain their private garden but obtaining our permission to cut/remove trees. Tenant Handbook will also have details for those tenants that are unable to maintain.
Topic - Garden Maintenance	N/A - current	Page 17 - proposed	Not in our current agreements	<b>5.17.4 – New</b> <i>You must ensure that any trees or hedges in your gardens are maintained to a reasonable height and condition and that they do not obstruct any windows, doors or footpaths.</i>	5.17.4 – New condition proposed on tenants maintaining trees and hedges in gardens to reasonable standards.
Topic - Maintaining Balconies, Gardens	N/A - current	Page 17 - proposed	Not in our current agreements	<b>5.17.5 - New</b> <i>Any private garden, window boxes, patios or balcony which comes with the property that is deemed to have not been maintained to a tidy, safe and reasonable order, will be investigated and may result in works being undertaken to remedy the issues and will be recharged to you.</i>	5.17.5 - New condition proposed to ensure tenants are maintaining garden, balcony and other areas mentioned and any possible recharges.
Topic - Repairs	N/A - current	Page 17 - proposed	Not in our current agreements	<b>5.17.6 - New</b> <i>You are responsible for the repair and maintenance of fences, gates, paths and any garden or area that forms part of the property, except for any fences bordering the highway.</i>	5.17.6 – New condition proposed for tenants to be responsible for repairs and maintenance to fences and other areas that are their responsibility.

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	Current	Proposed			
Topic - Installations	N/A - current	Page 17 - proposed	Not in our current agreements	<b>5.17.7 - New</b> <i>You must not put up or install a shed, garage, greenhouse, pond or other structures without getting our written permission first.</i>	5.17.7 – New condition proposed for tenants to not install sheds, garages, ponds without permission.
Topic - Recharges	N/A - current	Page 17 - proposed	Not in our current agreements	<b>5.17.8 - New</b> <i>If you fail to comply with any of these requirements, you will be charged for any costs we incur in undertaking work you should have done or removing structures you have put up without our permission.</i>	5.17.8 – New condition proposed on recharges if tenants do not comply with relevant conditions.
Topic - Parking	Page 7 - current	Page 18 - proposed	<b>Clause 5.8 – Parking</b>  <i>The tenant <b>will not</b> park any untaxed or un-roadworthy motor vehicle, commercial vehicle, caravan, boat, trailer etc on the landlord's land. The tenant will comply with any parking conditions issued by the landlord or its agents and not obstruct access to other property or the highway.</i>	<b>Clause 5.18 - Parking</b>  <b>5.18.1 - Revision</b> <i>You must not park any commercial vehicle, caravan, boat, trailer, or large vehicle on the Council's land without our written permission. You must comply with any parking conditions issued by the Council, its contractors and/or agents and must not obstruct access to other properties or the highway.</i>	We are proposing to include additional conditions on parking to ensure we provide tenants with as much information as possible and in line with our Parking Policy.  5.18.1 - Proposed revision to language used.
Topic - Vehicles	N/A - current	Page 18 - proposed	Not in our current agreements	<b>5.18.2 - New</b> <i>Vehicles parked on the Council's land must be roadworthy, taxed and insured. Any vehicle parked on our land that is not displaying a valid parking permit (unless there is a valid electronic permit) and is unlicensed, untaxed, severely damaged, appears abandoned or un-roadworthy is liable to be immediately removed. Vehicles</i>	5.18.2 – New condition proposed to ensure all vehicles are roadworthy.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
				<i>may be disposed of, along with their contents.</i>	
Topic - Parking Responsibly	N/A - current	Page 18 - proposed	Not in our current agreements	<b>5.18.3 - New</b> <i>You must not park in a way that may prevent or obstruct the collection of refuse, the access of emergency vehicles or without consideration for residents and other road users.</i>	5.18.3 - New condition proposed to ensure tenants do not obstruct other road users.
Topic - Repairs to Vehicles	N/A - current	Page 18 - proposed	Not in our current agreements	<b>5.18.4 - New</b> <i>You must not carry out any repairs to any vehicle at the property, or on any estate, access road, parking bays or car parks that can cause a hazard or nuisance to others or damages to roadways, parking areas or footpaths. You may be responsible for any damage caused to the property or communal area as a result of the work you have carried out.</i>	5.18.4 – New condition proposed for tenants to be responsible for not causing damage, hazards and nuisance regarding any repairs to vehicles.
Topic - Parking in Shared Areas	N/A - current	Page 18 - proposed	Not in our current agreements	<b>5.18.5 - New</b> <i>You must not park or store any motorbike or scooter in any shared or communal area, alleyway, path or access area that is deemed dangerous and causes a hazard. Any vehicle found in the covered areas will be removed and the reasonable cost of removal and storage will be charged to you.</i>	5.18.5 – New condition proposed for tenants to not park or store any scooters/motorbikes in shared areas and potential recharges for disposal.
Topic - Assignment, Sub-Letting and Lodgers	Page 8 - current	Page 18 - proposed	<b>5.12 - Assignment, Sub-Letting</b>	<b>5.19 - Assignment, Sub-Letting and Lodgers</b>	Proposed change to title – adding Lodgers



Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Introductory Tenants (Subletting and Lodgers)	Page 1 – (Intro-Secure) - current	Page 18 - proposed	<p><b>Introductory Tenants (iii)</b>  <i>Until you become a secure periodic tenant you do not have the right to:</i></p> <ul style="list-style-type: none"> <li>- Take in lodgers</li> <li>- Sub-let</li> </ul> <p><u>(Intro-Secure)</u></p>	<p><b>5.19.1 – New/Revision</b>  <i>Introductory tenants are not permitted to sublet any part of the property or take in lodgers.</i></p>	5.19.1 – Condition has been rewritten and updated.
Topic - Subletting	Page 8 - current	Page 18 - proposed	<p><b>5.12.3</b>  <i>The tenant will not sub-let the whole of the property in any circumstances. If the tenant sub-lets the whole of the property the tenancy will cease to be secure and cannot become secure again.</i></p>	<p><b>5.19.2 - Revision</b>  <i>As a secure tenant, you must not sub-let the whole of the property in any circumstances. If you sub-let the whole of the property, the tenancy will cease to be secure and cannot become secure again.</i></p>	5.19.2 – Condition has been reworded to include “as a secure tenant” to start of sentence. Also replaced “tenant” with “you” in condition.
Topic - Subletting	Page 8 - current	Page 18 - proposed	<p><b>5.12.4</b>  <i>The tenant will not sub-let part of the property without the prior permission of the landlord or its agents in writing. The landlord will not unreasonably refuse the tenant permission to sub-let part of the property.</i></p>	<p><b>5.19.3 - Revision</b>  <i>You must not sub-let part of the property without the Council’s prior permission in writing, permission not to be unreasonably withheld and providing the name of the intended sub-tenant and the part of the property they would occupy and details of the rent you are intending to charge. This must not be more than your weekly rent. Any sub-tenant will need to provide us with proof of identity.</i></p>	<p>5.19.3 – Additional information added to original condition by including details of rent required and proof of ID for sub-tenant.</p> <p>Replaced “tenant” with “you” in condition.</p>
Topic - Lodgers	N/A - current	Page 18 - proposed	Not in current agreements	<p><b>5.19.4 - New</b>  <i>Secure tenants may take in a lodger as long as it will not result in overcrowding and the rent charged is not more than the weekly rent for the property. You are obliged to notify and provide us with proof of identity of any person you allow to live</i></p>	5.19.4 – New condition proposed on obligation for secure tenants who take in lodgers to provide the Council details.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
				<i>in the property as a lodger within 14 days of them moving in.</i>	
Topic - Assignment	Page 8 - current	Page 18 - proposed	<p><b>5.12.1</b> <i>The tenant will not assign the tenancy of the whole of the property except as permitted by section 91 of the Housing Act 1985 and will not in any circumstances assign the tenancy without the prior permission of the landlord or its agents in writing.</i></p> <p><b>5.12.2</b> <i>The tenant will not assign the tenancy of part of the property.</i></p>	<p><b>5.19.5 - Revision</b> <i>You must not assign the tenancy of the property except in accordance with the law.</i></p>	5.19.5 – We have merged two existing conditions (5.12.1 and 5.12.2) on assignment into one condition by summarising that assignment must be in accordance with law.
Topic - Mutual Exchange	N/A - current	Page 18 - proposed	No section on Mutual Exchange in our current agreements	<b>Clause 5.20 – Mutual Exchange - New</b>	New clause for mutual exchanges. We've proposed this addition to provide more detail to tenants.
Topic - Introductory Tenants (Mutual Exchange)	Page 1 (Intro-Secure) - current	Page 18 - proposed	<p><b>Introductory Tenants (iii)</b> <i>Until you become a secure periodic tenant you do not have the right to:</i></p> <ul style="list-style-type: none"> <li>- <i>Swap your home (called an 'exchange') or transfer to another landlord</i></li> </ul> <p><u>(Intro-Secure)</u></p>	<p><b>5.20.1 - New</b> <i>Introductory tenants are not permitted to exchange properties.</i></p>	5.20.1 – Condition rewritten to improve wording.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
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Topic - Secure Tenants (Mutual Exchange)	N/A - current	Page 18 - proposed	Not in our current agreements	<p><b>5.20.2 - New</b>  <i>As a secure tenant, you have the right to exchange the tenancy for a secure tenancy with us or another registered social landlord or local authority. You must have written consent of both landlords before the exchange can take place. Consent will be subject to relevant checks and conditions being met.</i></p>	5.20.2 – New condition for secure tenants on mutual exchanges and written consent.
Topic - Succession	Page 12 - current	Page 19 - proposed	<p><b><u>Clause 5.24 – Termination on Death – Intro-Secure</u></b></p> <p><i>The tenancy will end on the death of the tenant, or if the tenancy is a joint tenancy, on the death of the last surviving tenant, unless there is a person who is qualified to succeed the tenant on death within the meaning of section 86A of the Housing Act 1985 (as amended or substituted from time to time).</i></p> <p>At present, there is no reference to succession in the current tenancy agreements, except the Termination on Death clause in the original Intro-Secure agreement.</p>	<p><b>Clause 5.21 - Succession - New</b></p> <p><b>5.21.1 - New</b>  <i>If you have a joint tenancy and one tenant passes away, the tenancy will automatically pass to the remaining joint tenant.</i></p> <p><b>5.21.2 - New</b>  <i>There can only be one succession.</i></p> <p><b>5.21.3 - New</b>  <i>If you became a tenant <b>before 1 April 2012</b>, your tenancy will pass to your spouse, civil partner or a person living with you as your spouse or civil partner if at the time of your death they were living in the property as their only or principal home. If this does not apply, the tenancy can be passed to another family member (as defined by the law) provided they occupy the property as their only or principal home and had been living with you at the address for 12 months prior to your death.</i></p> <p><b>5.21.4 - New</b></p>	We are proposing to include a new clause/conditions for succession that provides additional information for tenants. This also includes some detail on criteria as outlined in the below conditions.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
				<p><i>If more than one member of your family has a right to the tenancy, they should agree who claims it. If they cannot agree, they should all make a claim to us in writing and we will decide whom to offer the tenancy to.</i></p> <p><b>5.21.5 - New</b> <i>If the successor is not a spouse or civil partner or a person living with you as your spouse or civil partner and succession results in under-occupation of the property by one bedroom or more, they may be required to move to a more suitable property.</i></p> <p><b>5.21.6 - New</b> <i>If you became a tenant <b>after 1 April 2012</b>, your tenancy will pass to your spouse, civil partner, or person living with you as your spouse or civil partner provided, they were occupying the property as their only or principal home. The tenancy cannot pass to any other family member.</i></p> <p><b>5.21.7 - New</b> <i>There is no legal right for one tenant to add another tenant onto a tenancy. Where a sole tenant asks to create a joint tenancy, the Council will consider the request carefully. Both residents to the proposed joint tenancy will be interviewed separately to ensure both are equally willing to enter into a joint tenancy. The Council will not agree to the creation of a joint tenancy where the existing sole</i></p>	

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
				<i>tenant gained the tenancy as a result of succession.</i>	
Topic - Transfers to another Council Property	Pages 8, 9 - current	N/A - proposed	<p><b>5.14 - Transfers to another Council Dwelling</b></p> <p><b>5.14.1</b> <i>Prior to a transfer the tenant will:</i></p> <p><i>(a) Pay all outstanding monies owed to the landlord.</i></p> <p><i>(b) Ensure the property is clear of all the tenant's belongings.</i></p> <p><i>(c) Ensure the property is left in a clean and tidy condition on vacating.</i></p> <p><i>(d) Ensure all minor repairs are carried out to a reasonable standard.</i></p> <p><i>(e) Ensure all landlord's fixtures and fittings are left in a reasonable standard.</i></p> <p><i>(f) Ensure the property is in a good decorative condition.</i></p> <p><b>5.14.2</b> <i>If the tenant was, at any time before the grant of this agreement, a tenant under another agreement with the landlord and has not yet paid all the rent and charges due from that other agreement will pay the outstanding rent and charges at the times and in the way set out in the schedule to this agreement (or otherwise confirmed by the landlord in writing. – <u>Intro-Secure</u>)</i></p>	This section is not in proposed agreement.	This is not in the proposed agreement as there is repetition in this section and the End of Tenancy section (5.25), therefore we have removed this section and slightly amended the wording in 5.25.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Lost Keys	Page 10 - current	Page 19 - proposed	<p><b>5.21 – Lost Keys</b></p> <p><i>Unless the tenant lives in sheltered accommodation, the tenant must replace any lost key and change the locks if necessary.</i></p>	<p><b>5.22 – Lost Keys</b></p> <p><b>5.22.1 - Revision</b></p> <p><i>Unless you live in sheltered accommodation, you must contact us to replace any lost keys/fobs and change the locks if necessary.</i></p>	5.22.1 – We have changed “the tenant” to “you”.
Topic – Replacement Charges	N/A – current	Page 19 - proposed	Not in our current agreements	<p><b>5.22.2 - New</b></p> <p><i>If you lock yourself out of your property or lose your keys or fobs, you will be charged for replacements and the reasonable cost of any forced entry, including any necessary follow up repairs.</i></p>	5.22.2 – New condition on tenants being charged if keys are lost/replacement needed.
Topic – Communal Locks	N/A - current	Page 19 - proposed	Not in our current agreements	<p><b>5.22.3 - New</b></p> <p><i>You are not permitted to change locks to a communal entrance door under any circumstances. The Council is responsible for replacing locks to these doors, and will distribute keys to you, as and when the locks are changed.</i></p>	5.22.3 – New condition on tenants not changing locks to communal doors.
Topic - Remediating Breach of Conditions and Charges	Page 7 - current	Page 20 - proposed	<p><b>5.7 - Remediating Breach of Conditions and Charges</b></p> <p><i>The landlord or its agents may take whatever steps are deemed necessary in respect of any breach of the tenant’s responsibilities under this agreement, whether by way of making good, replacing, repairing, reinstating, removing, decorating, cleaning or otherwise putting right anything in or forming part of the property and its fixtures and fittings. For these purposes the tenant will provide</i></p>	<p><b>5.23 - Remediating Breach of Conditions and Charges - Revision</b></p> <p><i>The Council may take whatever steps are deemed necessary in respect of any breach of your responsibilities under this agreement, whether by way of making good, replacing, repairing, reinstating, removing, decorating, cleaning or otherwise putting right anything in or forming part of the property and its fixtures and fittings.</i></p>	Minor revision to language used (changing “landlord” to “Council”) and we have split the clause into two sentences to make it easier for tenants.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
			<i>access to the property on 24 hours notice or without notice in case of emergency to the landlord, its agents or contractors and will pay to the landlord on demand all reasonable costs incurred.</i>	<i>For these purposes you will provide access to the property on 24 hours' notice or without notice in case of emergency to the Council, its agents or contractors and will pay to the Council on demand all reasonable costs incurred.</i>	
Topic - Terminating the Tenancy	Page 11 - current	Page 20 - proposed	<p><b>5.23 - Terminating the Tenancy</b></p> <p><i>The tenant may terminate the tenancy by giving the Landlord four weeks notice to quit in writing and signed by the tenant.</i></p> <p><i>If the tenancy is a joint tenancy, any one of the joint tenants may serve such a notice of termination. (Intro-Secure)</i></p>	<p><b>5.24 - Terminating the Tenancy</b></p> <p><b>5.24.1 - Revision</b></p> <p><i>You can terminate the tenancy by giving us four weeks' notice in writing, signed by you, as the tenant to end your tenancy. If the tenancy is a joint tenancy, any one of the joint tenants may serve such a notice of termination.</i></p>	5.24.1 – Condition revised; we have changed “the tenant” to “you”.
Topic – Unpaid Rent	Page 12 (Intro-Secure) - current	N/A - proposed	<i>If any rents shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) or any obligation of the tenant under this tenancy agreement shall not be performed or observed then the landlord may re-enter the property and thereupon the term of the tenancy shall determine. (Intro-Secure)</i>	Not in proposed agreement	We have not included this point in the agreement.
Topic - Notice	Page 11 - current	Page 20 - proposed	<p><b>5.23</b></p> <p><i>If and so long as the tenancy is a secure tenancy the landlord or its agents may terminate the tenancy by serving on the tenant the appropriate statutory notice and obtaining a court order for possession. If</i></p>	<p><b>5.24.2 - Revision</b></p> <p><i>If and so long as the tenancy is a secure tenancy the Council may terminate the tenancy by serving on you the appropriate statutory notice and if necessary obtaining a court order for possession. If the tenancy</i></p>	5.24.2 - Condition has been slightly revised, changing: <ul style="list-style-type: none"> <li>- “the tenant” to “you” and</li> <li>- “landlord” to “Council”</li> </ul>

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
			<i>the tenancy ceases to be a secure tenancy the landlord or its agents may terminate the tenancy by giving notice to quit to the tenant.</i>	<i>ceases to be a secure tenancy the Council may terminate the tenancy by giving you a Notice to Quit.</i>	
Topic – Property to Council’s Void Standard	N/A - current	Page 20 - proposed	Not in our current agreements	<b>5.24.3 - New</b> <i>If you terminate the tenancy but the condition of the property is not up to the Council’s standard – at a minimum based on the Council’s void standard, you will be liable for additional costs to bring the property back up to standard. This would be in addition to the four weeks’ rent payable during the notice period.</i>	5.24.3 – New condition on ensuring the condition of property is up to Council standards and possible recharges.
Topic - At the End of the Tenancy	Page 11 - current	Pages 20-21 - proposed	<b>5.24 (or 5.25 in Intro-Secure Agreement) - At the End of the Tenancy</b>	<b>5.25 - At the End of the Tenancy</b>	
Topic - Exiting Responsibilities	Page 11 - current	Page 20 - proposed	<b>5.24.1</b> <i>At the end of the tenancy the tenant will pay all outstanding debts due under the terms of the tenancy leave and give up possession of the property and will make sure that no other person remains in occupation of it. The tenant will remove all their belongings and anything that belongs to another person and leave the property clear or refuse and empty, including carpets and flooring, except for fixtures and fittings that belong to the landlord.</i>	<b>5.25.1 - Revision</b> <i>At the end of the tenancy you must pay all outstanding debts due under the terms of the tenancy and give up possession of the property, ensuring that no other person remains in occupation of it. You must ensure all persons leave the property when the tenancy ends. You will be liable for further charges if people remain in the property.</i>  <b>5.25.2 - Revision</b> <i>You must remove all belongings, including anything that belongs to you or another person and leave the property empty and clear of refuse, including carpets and</i>	5.25.1 and 5.25.2 – We have split the existing condition into two – separating tenant’s exiting responsibilities. First condition is in reference to all persons leaving the property. Second condition is in reference to all belongings being taken.



Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
				<i>flooring; except for fixtures and fittings that belong to the Council.</i>	
Topic – Leaving Property Clean	Page 11 - current	Page 20 - proposed	<b>5.24.2</b> <i>The tenant will leave the property clean, in good decorative condition and free from pests and vermin, will make good any damage caused by the tenant, any visitor to the property or any person living in the property.</i>	<b>5.25.3 - Revision</b> <i>You must leave the property clean, tidy and in good decorative condition and free from pests and vermin and shall make good any damage caused by you or your visitors or any person living in the property.</i>	5.25.3 - Condition has been slightly revised, changing “the tenant” to “you”.
Topic – Fixtures /Fittings	Page 11 - current	Page 20 - proposed	<b>5.24.3</b> <i>The tenant will leave the landlord’s fixtures and fittings in a good state of repair, except those which are the landlord’s responsibility to repair under legislation.</i>	<b>5.25.4 - Revision</b> <i>You must leave the Council’s fixtures and fittings in a good state of repair and in a reasonable standard. Please refer to the Tenant’s Handbook for more details.</i>	5.25.4 - Condition has been slightly revised, changing “the tenant” to “you” and adding to refer to the handbook. We’ve removed the reference to landlord repairs.
Topic – Minor Repairs	N/A - current	Page 20 - proposed	Not in our current agreements	<b>5.25.5 - New</b> <i>You must ensure all minor repairs are carried out to a reasonable standard.</i>	5.25.5 – New proposed condition on tenants carrying out minor repairs (that are the tenant’s responsibility) in the property, where appropriate.
Topic – Returning Keys	Page 11 - current	Page 20 - proposed	<b>5.24.4</b> <i>The tenant will return all keys of the property to the landlord’s agent at the address given in this agreement by the end of the tenancy.</i>	<b>5.25.6 - Revision</b> <i>You must return all keys of the property, including shed keys and fobs to the Council at the address given in this agreement at the end of the tenancy. You agree to pay any reasonable charges incurred in securing the property against re-entry if you do not return the keys.</i>	5.25.6 – Condition has been slightly revised, changing “the tenant” to “you” and adding further sentence on recharging tenants if keys are not returned.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic – Items Left in Property	Page 11 - current	Page 21 - proposed	<p><b>5.24.5</b>  <i>The tenant agrees that if any refuse, possessions, items or things which the tenant is obliged to remove are not removed from the property at the end of the tenancy the landlord or its agents may dispose of them in any way they see fit. The landlord or its agents will not accept any responsibility for anything left in the property at the end of the tenancy and the tenant agrees that the landlord or its agents do not have any obligation to store them.</i></p>	<p><b>5.25.7 - Revision</b>  <i>You agree that if any refuse, possessions, items or other goods you leave in the property are not removed at the end of the tenancy, the Council or its contractors may dispose of them in any way it sees fit and will not be liable for any losses you incur as a result.</i></p>	5.25.7 – Condition has been rewritten to improve wording. Last sentence in original condition not included.
Topic – Storing of Items	N/A - current	Page 21 - proposed	Not in our current agreements	<p><b>5.25.8 - New</b>  <i>In certain circumstances we are required to store your possessions where you have failed to remove them from the property after moving out or following eviction in accordance with Section 41 of the Local Government Miscellaneous Provisions Act 1982. Where a termination of tenancy form has been signed, any possessions left behind become the property of the Council and can be disposed of immediately. Where there is no termination form we will serve you with one month notice and store your possessions for that period only. If we are unable to service notice we may retain the possessions for a reasonable period. We will recharge the cost of removal and weekly storage to you.</i></p>	5.25.8 – New condition on storing items for period of time and possible recharges.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic – Possible Recharges	Page 11 - current	Page 21 - proposed	<p><b>5.24.6</b>  <i>The tenant will pay to the landlord on demand all costs incurred by the landlord as a result of the tenant not complying with this part of the agreement, including cleaning, disinfecting, fumigating, making good or repairing the property or any part of it or replacing fittings or fixtures in it, removing or making good any unauthorised additions or alterations to the property, or evicting any person left in occupation of the property by the tenant at the end of the tenancy.</i></p>	<p><b>5.25.9 - Revision</b>  <i>You must pay on demand all costs incurred by the Council as a result of you not complying with this part of the agreement, including cleaning, disinfecting, fumigating, making good or repairing the property or any part of it or replacing fittings or fixtures in it, removing or making good any unauthorised additions or alterations to the property, or evicting any person left in occupation of the property at the end of the tenancy.</i></p>	<p>5.25.9 - Condition has been slightly revised, changing:</p> <ul style="list-style-type: none"> <li>- “the tenant” to “you” and</li> <li>- “landlord” to “Council”</li> </ul>
Topic - Keys	Page 11 - current	N/A - proposed	<p><b>5.24.7</b>  <i>The tenant will also pay to the landlord on demand all costs incurred by the landlord replacing keys, changing locks and removing refuse or other items from the property.</i></p> <p><b>5.24.8</b>  <i>All the keys must be returned at the end of the tenancy and any works undertaken as a result of the keys being lost will be re-charged to the tenant.</i></p>	Both conditions not in proposed agreement	Both conditions are not in proposed agreement as we have reduced repetition in this clause. Both of these conditions on keys are incorporated into 5.25.6 above.

## Section 6 - Your Rights

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Your Right to Occupy	Page 5 - current	Page 21 - proposed	<p><b>4.1 - Right to Occupy</b>  <i>The tenant has the right to occupy the property without interruption or interference from the landlord for the duration of this tenancy (except for the obligation contained within this agreement to give access to the landlord, landlord's agent or contractors) so long as the tenant complies with this agreement.</i></p> <p><b>4.2 – Security of Tenure</b>  <i>The tenant has security of tenure as a secure tenant so long as he/she occupies the property as his/her only or principal home in accordance with the terms of this agreement. (... and as required by the Housing Act 1985, Part IV. <u>Intro-Secure</u>)</i></p>	<p><b>6.1 - Your Right to Occupy - Revision</b>  <i>You have the right to peaceably and quietly possess and enjoy the property without any lawful interruption or disturbance from us, except when:</i></p> <p><i>a) We need access to check the condition of the property, or to carry out repairs or other works to the property, or to a neighbouring property;</i>  <i>b) We need access to check your gas installations to meet our legal obligation as your landlord;</i>  <i>c) The court has given us possession by ending your tenancy;</i>  <i>d) Or you surrender the tenancy.</i></p>	Condition has been rewritten to improve wording and provide clarity on tenants right to occupy.
Topic - Improvement and Compensation for Improvements	N/A - current	Page 21 - proposed	Section on compensation not in our current agreements	<b>6.2 - Improvements and Compensation for Improvements - New</b>	New clause proposed on improvements.
Topic – Introductory Tenants	Page 1 (Intro-Secure) - current	Page 21 - proposed	<p><b>Introductory Tenants (iii)</b>  <i>Until you become a secure periodic tenant you do not have the right to:</i></p> <p><i>- Make improvements to your home other than decorating and minor improvements</i></p> <p><u>(Intro-Secure)</u></p>	<p><b>6.2.1 - New</b>  <i>Introductory tenants are not permitted to make any improvements, additions or alterations to the property.</i></p>	6.2.1 – New condition proposed for introductory tenants on making improvements.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic – Secure Tenants	N/A - current	Page 21 - proposed	Not in our current agreements	<b>6.2.2 - New</b> <i>If you are a secure tenant you may make improvements, additions and alterations to your property, provided you have received our written consent and obtained necessary approvals.</i>	6.2.2 – New condition proposed on secure tenants having rights to make improvements with our written consent/approval.
Topic – Alterations without Council Consent	N/A - current	Page 21 - proposed	Not in our current agreements	<b>6.2.3 - New</b> <i>If you undertake improvements, additions, alterations without our written consent, or they do not meet the agreed standard, you are breaching this agreement and may be required to return the property to its former state.</i>	6.2.3 – New condition proposed on possibly returning the property to former state if works are undertaken without our consent.
Topic – Possible Compensation	N/A - current	Page 21 - proposed	Not in our current agreements	<b>6.2.4 - New</b> <i>If you terminate your tenancy after making approved improvements to your property you may be entitled for compensation. Where you ask us to compensate you, we will do so in accordance with the law.</i>	6.2.4 – New condition proposed on tenants possibly being entitled to compensation – under this condition.
Topic - The Right to Repair	N/A - current	Page 22 - proposed	Not in our current agreements	<b>6.3 - The Right to Repair - New</b>  <i>You have the right to raise certain urgent minor repairs that may affect health, safety or security. We can give you full details of our repairs schedule upon request.</i>	New condition proposed on tenants right to repair.
Topic - The Right to Buy	N/A - current	Page 22 - proposed	Section on Right to Buy not in our current agreements	<b>6.4 - The Right to Buy - New</b>	We are proposing to include a section on Right to Buy.

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic – Introductory Tenants (Right to Buy)	Page 1 (Intro-Secure) - current	Page 22 - proposed	<p><b>Introductory Tenants (iii)</b>  <i>Until you become a secure periodic tenant you do not have the right to:</i></p> <p>- Buy your council home</p> <p><u>(Intro-Secure)</u></p>	<p><b>6.4.1 - New</b>  <i>Introductory tenants do not have the right to buy. Time spent as an introductory tenant will contribute to the qualifying period.</i></p>	6.4.1 – We have rewritten statement to improve wording on introductory tenants rights regarding right to buy.
Topic – Secure Tenants (Right to Buy)	N/A - current	Page 22 - proposed	Not in our current agreements	<p><b>6.4.2 - New</b>  <i>If you are a secure tenant you have the right to purchase your property as soon as qualifying conditions have been met.</i></p>	6.4.2 – New condition proposed on right to buy statement for secure tenants.
Topic - The Right to Information (Your Rights)	N/A - current	Page 22 - proposed	Not in our current agreements	<p><b>6.5 - The Right to Information - New</b>  <i>You have the right to request the information we hold about you by making a Subject Access Request. As a Public Body you also have the right to request general information on the scope of RBKC activities. Additional rights are contained in our Privacy Notice on our website.</i></p>	New condition proposed on tenants right to information and request information with reference to Subject Access Requests and our Privacy Notice.
Topic - The Right to Consultation (Your Rights)	N/A - current	Page 22 - proposed	Not in our current agreements	<p><b>6.6 - The Right to Consultation - New</b>  <i>We will consult you on matters of housing management. Housing management in this context means the maintenance, improvement or demolition of your property and services provided to you under the tenancy. It does not include rent or service charges.</i></p>	New condition proposed on tenant's right to consultation and being informed of housing management matters.

## Section 7 - Our Rights

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - All Tenants	N/A - current	Page 22 - proposed	Not in our current agreements	<p><b>7.1 - All Tenants - New</b></p> <p><b>7.1.1 - New</b>  <i>If you do not reside at your property as your only or principal home and/or you have sublet the whole of your property and/or part of it without our written permission, we may end your tenancy by giving you four weeks' Notice to Quit, ending on a Monday. After this time the secure tenancy comes to an end.</i></p>	New condition proposed on our rights regarding introductory and secure tenants.
Topic - Introductory Tenants	Page 1 (Intro-Secure) - current	Page 23 - proposed	<p><b>Introductory Tenants (ii)– Intro-Secure</b></p> <p><i>Your introductory tenancy is for a trial period. You must show us that you are responsible enough to keep your council home. In particular, you must:</i></p> <ul style="list-style-type: none"> <li>- <i>not behave anti-socially, cause a nuisance or harass other people; and</i></li> <li>- <i>pay your rent on time and not allow your account to fall into arrears; and</i></li> <li>- <i>look after your home.</i></li> </ul> <p><i>(iii) If you break any of the rules in this agreement we can evict you. As an introductory tenant you can be evicted much more quickly and more easily than a secure periodic tenant. But if you show us that you can act responsibly, you will automatically become a secure periodic</i></p>	<p><b>7.2 - Introductory Tenants - New</b></p> <p><b>7.2.1 – New/Revision</b>  <i>If you are an introductory tenant and have breached a term of the tenancy including the following:</i></p> <ul style="list-style-type: none"> <li>a) <i>Not paying your rent</i></li> <li>b) <i>Engaging in nuisance and/or anti-social behaviour</i></li> <li>c) <i>Committing or allowing criminal activity in the property or locality</i></li> </ul> <p><i>We may start the process to end your tenancy or extend the trial period. This would entail serving you with a Notice of Possession Proceedings or a Notice of Extension. You will have a right to request a review of our decision to either seek possession or extend the tenancy.</i></p>	<p>New condition proposed on our rights regarding introductory tenants. Generic overview for these tenants and information advising that we can serve a Notice of Seeking Possession or Notice of Extension if there are breaches of tenancy.</p> <p>We have rewritten existing information to improve wording.</p>

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
			<i>tenant after twelve months (unless the trial period is extended).</i>	<b>7.2.2 - New</b> <i>If we seek a court order to evict, you may be liable for costs of any proceedings.</i>	
Topic - Secure Tenants	N/A - current	Page 23 - proposed	Not in our current agreements	<b>7.3 - Secure Tenants - New</b> <b>7.3.1 - New</b> <i>If you are a secure tenant and have breached a term of the tenancy including the following:</i> <ul style="list-style-type: none"> <li><i>a) Not paying your rent</i></li> <li><i>b) Engaging in nuisance and/or anti-social behaviour</i></li> <li><i>c) Committing or allowing criminal activity in the property or locality</i></li> </ul> <i>We may start the process to end your tenancy by serving you with a Notice of Seeking Possession and obtain a court order to evict you. You may be liable for costs of any proceedings.</i>	New condition proposed on our rights regarding secure tenants. Generic overview for secure tenants and information advising that we can serve a Notice of Seeking Possession if there are breaches of tenancy.



## Section 8 - Other Terms

Topic	Page(s) in Tenancy Agreement		Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
	Current	Proposed			
Topic - Complaints	N/A - current	Page 23 - proposed	Not in our current agreements	<b>8.1 – Complaints - New</b>  <i>We have a formal complaints procedure. If you believe we have broken any terms of this agreement or failed to meet one of our responsibilities, please follow our complaints procedure.</i>	New clause proposed on complaints and providing detail to tenants.

If you require further information as an impaired reader, please contact the service:

- By phone: 0800 137 111 or
- By email: [HM-NeighbourhoodBusinessSupport@rbkc.gov.uk](mailto:HM-NeighbourhoodBusinessSupport@rbkc.gov.uk)