

Report of Chief Officer, Housing Management

Report to Director, Resources and Housing

Date: 13 December 2017

Subject: Tenancy Agreement Review 2017/18

Are specific electoral wards affected? If yes, name(s) of ward(s):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there implications for equality and diversity and cohesion and integration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the decision eligible for call-in?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the report contain confidential or exempt information? If relevant, access to information procedure rule number: Appendix number:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Summary of main issues

In October 2017 Executive Board delegated the review of the council's existing Introductory and Secure Tenancy Agreement to the Director, Resources and Housing.

The Agreement sets out the rights and responsibilities of our tenants and Leeds City Council's as the landlord and applies to Introductory and Secure tenancies.

The Agreement is being reviewed in order to reflect changes in legislation and operational practice, to address concerns raised by tenants in the 2016 STAR survey and to restructure the Tenancy Agreement to make it more user-friendly.

This paper outlines how the review will be managed in accordance with legal requirements, including issuing of the preliminary notice, the proposed changes to the Tenancy Agreement and feedback from tenant consultation.

Recommendations

That the Director, Resources and Housing:

- Approves the proposed changes to the Council's Secure and Introductory Tenancy Agreement outlined in section 3.3.
- Approves the service of a Preliminary Notice under section 103, Housing Act 1985.
- Receives a further report following the tenant consultation prior to the final Notice of Variation being served.

1. Purpose of this report

- 1.1 This report seeks approval to issue a Preliminary Notice under s103 Housing Act 1985 to notify tenants of, and invite comments on, the proposed changes to the Tenancy Agreement.
- 1.2 The report details the legal process of reviewing the Tenancy Agreement and the changes being proposed.

2. Background information

- 2.1 The Tenancy Agreement was last reviewed in 2008 to introduce Introductory Tenancy extensions and Secure Tenancy demotions. Other changes included rewording of the rent payment, Right to Buy and Antisocial Behaviour clauses.
- 2.2 The main driver for this year's review was the Housing and Planning Act which will introduce mandatory fixed term tenancies and remove existing succession rights. However, due to ongoing delays in the government's timetable for issuing draft guidance and regulations for consultation, Housing Leeds wishes to commence the review of the existing tenancy agreement to ensure it remains fit for purpose.
- 2.3 This review applies only to the existing Introductory and Secure Tenancy Agreement and does not create a Fixed Term Tenancy Agreement.
- 2.4 In addition, the review is an opportunity to strengthen the agreement in response to the 2016 Tenant STAR Survey which identified a number of areas of improvement including:
 - Car parking
 - Rubbish and litter
 - Dog fouling and problems with pets and animals
 - Noisy neighbours
 - Drug use

3. Main issues

- 3.1 The Tenancy Agreement will apply to both Introductory and Secure Tenants. There will no longer be a separate, additional booklet for Introductory Tenancies.
- 3.2 The Tenancy Agreement is being reviewed to reflect changes in legislation and operational practice and to improve tenant satisfaction.
- 3.3 The Tenancy Agreement has been significantly re-structured to improve comprehension for tenants. A summary of the material changes to a clause and new clause being proposed are shown in the table below:

Section	Subject	Effect
1	Definitions (NEW)	Gives a list of terms used in the Agreement to explain their legal meaning and to avoid duplication by repeating the definition in more than one section, for example, 'Family member - The definition of family member is that set out in the Housing Act 1985'.
2.6	Permission	Overarching permissions clause, stating the council will not refuse permission unreasonably, and may withdraw permission for the tenant to do something,

		such as make alternations to the property or to keep a pet, if the conditions of the written permission are not met.
2.7	Legislation (NEW)	States explicitly that any reference to an Act of Parliament or regulation includes any subsequent amendments.
2.9	Contractual terms (NEW)	States if one section or clause is successfully challenged the rest of the agreement will remain valid.
2.10	Tenancy start (NEW)	This section is included to explain that tenancies may start on any day of the week and the rent day is a Monday.
2.11	Methods of communication (NEW)	This section states the council will use a range of methods including electronic to communicate with tenants.
2.12	Tenant Handbook (NEW)	This refers tenants to the Tenant Handbook which contains useful information about the standards tenants can expect from the council and practical advice for tenants.
3 and 4	Introductory and Secure Tenancies	The agreement has been reformatted to include separate sections for Introductory and Secure Tenancies instead of highlighting differences in a box.
4.3	Absolute Grounds for Possession (NEW)	This section contains information about the Absolute Ground for Possession introduced by the Antisocial Behaviour, Crime and Policing Act 2014. This gives the Council the power to evict tenants who have committed certain types of serious crimes or anti-social behaviour.
4.8 – 4.9	Demoted Tenancies	The agreement has been reformatted to include a separate section for Demoted Tenancies
5.1, 5.2, 5.3 and 5.4	Succession	This section has been updated to reflect the legal position under the Localism Act 2011. The agreement makes no change to existing rights, but this position may change with the implementation of the Housing and Planning Act 2016.
5.10	Assignment	This section has been updated to reflect the legal position.
6.2	Rent in advance at sign up(NEW)	This section states that the Council will request up to two weeks' rent in advance at the start of the tenancy, to cover any day tenancy commencement days. Stating 'up to' two weeks' rent covers the pro-rata rent due for example, when a tenancy starts on a Tuesday.
6.3	Paying rent (NEW)	The Tenancy Agreement states that rent should be paid at least one week in advance and that there are no rent free weeks. The removal of rent free weeks was previously notified to tenants by way of a Notice of Variation served in February 2013.
6.4	Payment methods (NEW)	This section promotes direct debit as preferred option, along with Credit Union Bill Paying Service

		or any other payment method agreed with the council.
6.5	Benefits (NEW)	This section emphasises that it is the tenant's responsibility to claim any benefits or financial support to help with their rent costs, and to notify relevant authorities of any changes in circumstances.
7.2	Living in your home (NEW)	This section states the council will undertake periodic visits to the properties it rents to tenants. It requires tenants to provide proof of their identity and of anyone living in the property on request, and that the tenant is living in the property as their only or principal home.
7.3	Being away from the property for more than 28 days (NEW)	This section requires the tenant to notify their Housing Office of absences and provide contact details of a nominated keyholder in case of emergencies.
7.4	Being away from the property (NEW)	This section requires tenants to notify the Housing Office of their intended return date, of any changes to this, and of the date they actually return.
7.5	Being away from the property for any period of time (NEW)	This section requires tenants to take reasonable measures to ensure the safety and security of the property when away from home, including heating, water supply and care of any animals.
7.9	Overcrowding	This section is reworded to state tenants must not allow their home to become overcrowded under the Lettings Policy bedroom standards by allowing other people to move in to the home. This does not apply to permitted overcrowding arising from the natural growth of the family.
7.10	Lodgers (NEW)	This section states that tenants who take in a lodger must not allow their home to become overcrowded and must notify the relevant authority regarding any welfare benefit claim.
7.11	Subletting	This section on subletting has been reworded to emphasise that subletting the whole of the property is prohibited.
7.12	Subletting (NEW)	This section has been updated to include a new reference to criminal penalties for subletting including criminal prosecution and Unlawful Profit Orders.
7.13	Subletting (NEW)	This section prohibits tenants from advertising the whole of their property to rent (sublet).
7.14	Running a business	This section clarifies that the Council will revoke permission for running a business from a tenant's Council property if it causes a nuisance and states it is the tenant's responsibility to comply with any relevant planning or other legal requirements.
7.15	Business notices (NEW)	This section states that tenants must obtain written permission from the Council before fixing any plate or notice to their home or common areas relating to advertisements for trade or professional business.

7.16	Sales and auctions (NEW)	This section states that tenants must not hold or permit any sale or auction at their home or on the common areas without prior written permission from the Council.
7.17-7.23	Pets and animals (NEW)	This section has been substantially revised and expanded to include more detail from the existing Policy on keeping pets in Council homes which was approved in 2014.
7.17	Pets – written permission (NEW)	This section refers to the Pets Policy and states that tenants require prior written permission to keep pets or to allow pets to visit. Permission will only be granted for certain types of animals.
7.18	Pets – number, neutering and micro-chipping (NEW)	This section states that tenants must keep the number of pets to that allowed under the policy. Permission where given is on condition that pets are neutered and micro-chipped unless otherwise agreed with the council. Dogs must be micro-chipped and information kept up to date under Microchipping of Dogs (England) Regulations 2015.
7.19	Pets – breeding animals, running a business and advertising for sale (NEW)	This section states that breeding of any animals is not permitted, including as a business, or selling or advertising animals for sale.
7.20	Pets – unlawful purposes (NEW)	This section states that pets and animals must not be used for fighting or other unlawful purposes.
7.21	Pets – communal living (NEW)	This section states that pets entering, visiting or living in high rise and communal blocks not permitted other than where tenant has written permission to keep an official support dog or other support animal.
7.22	Pets – Dangerous Dogs Act (NEW)	This section states that dogs listed under Dangerous Dogs Act 1991 will not be permitted at your home unless they are placed on the index of exempt dogs, the tenant signs a Responsible Dog Owner Agreement as required and the tenant has written permission from the Council to keep the dog.
7.23	Pets – dogs (NEW)	This section states that dogs must be accompanied by you or a responsible adult and kept on a lead when in common areas. They must not be left tethered, chained or unattended other than for very short periods and never in communal areas. Dogs must not be allowed to stray and tenants must abide by any Dog Control Orders and/or Public Space Protection Orders (or equivalent) that may be in force.
7.24	Pets – dogs (NEW)	This section states that tenants must comply with the terms of the Control of Dogs Order 1992, whereby all dogs in public places are required to wear a collar with identification attached to it, including the owner's name and address.
7.25	Pets – nuisance	This section states that tenants must not allow any

	(NEW)	animal at to cause or be likely to cause a nuisance, annoyance or disturbance to others, for example, by fouling in communal areas, straying, barking or causing other noise, creating an offensive smell, or harming people or other animals, animal waste not being kept cleared from garden areas.
7.26	Pets – lawful visitors (NEW)	This section states that tenants must make sure that lawful visitors are not prevented from gaining access to the property and that all animals are kept under control to allow such access.
7.27	Pets – abuse, cruelty and neglect of animals (NEW)	This section states that in cases of cruelty to animals or where there is a breach of the tenancy agreement or Pets Policy, the Council may revoke permission to keep a pet and give written notice requiring the tenant to remove any animals from their home, including requiring proof that the animal has been rehomed. The Council may also share information with animal welfare charities, the Police and/or the Dog Warden service for example where concerns are raised about animal welfare, neglect or abuse.
7.28	Pets – care of animals while away from home or moving out (NEW)	This section states that the tenant must not leave any animal in the property without proper arrangements for its care at any time during or after the tenancy.
7.29	Pets – abandoned (NEW)	This section states that where it appears that an animal has been left in a council property without proper arrangements for its care, or has been left behind when the tenant has moved out, then the Council may gain entry using the council's emergency access provisions.
7.30	Pets – horses (NEW)	This section states that tenants must not keep or tether horses on any Council owned land or on any land in the locality without the express permission of the landowner.
7.32	Mobility scooters	This section states strengthens the wording regarding tenants who wish to keep a mobility scooter, including safe storage and charging.
7.33	Lofts (NEW)	This section states that tenants should only store belongings in the loft space where it is safe to do so and request permission to board or insulate their loft space.
7.35	Access	This section has been reworded to state tenants and household members must allow access to the Council (including Council employees, contractors, agents or other statutory bodies) to enter the property in the following circumstances: <ul style="list-style-type: none"> • where the Council is otherwise legally required to allow access to the property by a third party, for example under the Access to Neighbouring Land Act

		<ul style="list-style-type: none"> • electrical safety checks • periodic (annual) home visit
7.36	Safety in the property (NEW)	This section states that tenants must make sure their property is safe for anyone accessing the property for any lawful reason, including gaining access to roofs and loft spaces.
7.37	Accumulation of personal property (NEW)	This section states that tenants must not allow an accumulation of personal property, rubbish or other items to prevent or obstruct any access to the property.
7.38	Access	This section has been reworded to refer explicitly to the duty of other household members to allow access to the home and the potential consequences.
7.39	Emergency access	<p>This section has been reworded to refer explicitly to any person authorised by the Council being able to enter the home in emergency situations. It also states this will only be done to inspect and/or carry out any works required to deal with the emergency and that the home will be secured properly after such entry.</p> <p>Examples of what may be classed as an emergency are given, including suspected fire, burst water pipe, sewage leak, gas leak or electrical fault or where there are welfare concerns.</p>
7.40	Accumulation of rubbish and personal property (NEW)	This section states rubbish must be disposed of appropriately and must not be allowed to accumulate personal property to the extent that it causes damage, deterioration, health risks or prevents access. This is to deal with cases of hoarding.
7.41	General security / safety clause (NEW)	This section states tenants and their household members must not interfere with security or safety equipment in the property.
8.1	Criminal, nuisance or anti-social behaviour	This section strengthens the wording regarding using the property for illegal and anti-social purposes such cultivation of illegal substances.
8.3	Anti Social Behaviour	This section strengthens the wording regarding tenant's behaviour in their property and in the locality of their home, as well as that of household members and visitors to the property.
8.4	Domestic abuse	This section has an added reference that perpetrating domestic abuse may affect chance of being rehoused.
8.5	Mandatory grounds for possession (NEW)	This section updates the agreement in line with the Anti-Social Behaviour, Crime & Policing Act 2014 which means it is easier for the council to take possession action where a tenant or household member or visitor has been convicted of an indictable offence in the locality of the property.
8.7	Examples of ASB	The list of examples of antisocial behaviour has been updated.

8.8	Mediation (NEW)	This section states that tenants may be expected to engage with mediation where appropriate.
8.9	Council employees/agents (NEW)	This section states that tenants must not harass, abuse or intimidate Council officers or agents of the Council, including through electronic communication and social media.
8.12	Vehicles and Parking (NEW)	This section states caravans, motor homes, trailers or boats must not be parked without the Council's prior written permission.
8.14	Vehicles and Parking – obstructions (NEW)	This section widens the current clause covering obstruction so it is no longer limited to blocking emergency services.
8.15	Vehicles – shared driveways (NEW)	This section covers the use of shared driveways and states they should not be blocked with vehicles or in other ways.
8.16	Vehicles – lowering kerbs for parking, parking on grassed areas and potential to be recharged (NEW)	This section states that tenants must not drive across a kerb to access the property unless it has been lowered with written permission and in accordance with the Council's regulations, or park a vehicle or drive across grassed areas and may be recharged for any damage so caused.
8.17	Vehicles – goods vehicles (NEW)	This section states that tenants must not park goods vehicles of more than 1500 kg (unladen weight) on the property, garden, common areas, shared areas, or on Council-owned land within the locality of your home.
8.18	Vehicles – Statutory Off Road Notices (SORN) (NEW)	This section states that tenants must not only park any vehicles registered under a SORN within the boundary of the property on a Council approved hardstanding.
8.19	Vehicles – use of caravans and vehicles (NEW)	This section states that caravans and other vehicles must not be used by household members or visitors to sleep in.
8.20	Vehicles – abandoned (NEW)	This section states that tenants must not abandon any vehicle in the locality and if they do, then they or the statutory owner may be recharged for removal.
8.21	Vehicles – repairs at the property (NEW)	This section states that repairs should only be done to vehicles regularly by the tenant or occupier, and within the boundary of the property.
8.22	Vehicles – repairs and nuisance (NEW)	This section states that repairs and maintenance carried out on vehicles must not cause a nuisance or spoil the appearance of the area. Only one vehicle can be stripped down at a time. Any remedial work required to the property or locality as a result the work referred to in this section may be re-charged to the tenant.
8.24	Vehicles – storage (NEW)	This section states that mopeds, motorbikes and other vehicles must not be kept inside the property or in indoor common areas.

8.25	Gardens	This section has been strengthened with an additional requirement to keep the garden cultivated and free of rubbish and animal waste / faeces. Trees and shrubs must not be allowed to become overgrown.
8.26	Gardens – clearing gardens where tenant not able to (NEW)	This section changes the requirement for the council to undertake work to a power that the council may exercise. It clarifies that the council may charge tenants in advance for this work.
8.27	Gardens – planting that may shade solar panels (NEW)	This section states that tenants not permitted to allow plants to overshadow any solar panels on their own or neighbouring properties.
8.28	Community responsibilities (NEW)	This section is a general security and safety clause for tenants living in flats, maisonettes or complexes.
8.30	Smoking (NEW)	This section states that tenants are not allowed to smoke in communal areas – including e-cigarettes
8.33 – 8.34	Lifts (NEW)	This section states that unacceptable behaviour such as urinating and graffiti is not permitted in the lift.
8.35	External fixings (NEW)	This section prohibits tenants from fixing any item to outside walls or brickwork, or from placing window boxes or plants to external window sills of communal properties.
8.36	Satellite dishes (NEW)	This section states there are only limited circumstances where tenants may fix a satellite dish to the outside of communal properties.
8.37	Flooring (NEW)	This section states that permission to install laminate flooring/tiles/wooden floors in communal blocks will only be granted in exceptional circumstances.
9.	Fire safety (NEW)	This section includes an overarching clause on fire safety.
9.1	Bonfires (NEW)	This section states that bonfires will not be permitted, and fire pits etc must be used responsibly.
9.2	Flammable materials (NEW)	This section states that flammable materials should not be kept in excessive quantities, only be for legitimate domestic use, should be stored appropriately and not in communal areas.
9.4	Electrical safety checks - NEW	This section adds reference to the council requiring access to undertake periodic electrical safety checks.
9.5	Smoke / Carbon Monoxide detectors maintenance (NEW)	This section states tenants are responsible for maintaining battery-operated smoke or carbon monoxide detector and ensuring it is always in good working order.
9.7	Fire Safety in communal properties (NEW)	This section strengthens the wording regarding keeping common areas clear of obstructions and the actions the Council will take including recharging

		tenants if this does not occur.
10.1	Condition of your home – Tenant responsibility (NEW)	This section is an overarching clause that means tenants must keep their property in a reasonable condition, reasonably clean, pest free, and not allow an accumulation of rubbish or personal property that could cause a health and safety risk to others.
10.2-3	Condition of your home – Tenant responsibility (NEW)	This section states that tenants must not damage their property or do anything that increases the risk of fire or flood, either through an act or omission, and that the tenants will be responsible for the cost of repairing any damage.
10.10	Ventilation and condensation (NEW)	This is a new clause that states tenants must ensure there is adequate ventilation and heating within their home and follow any advice given by the Council to prevent condensation. It states that failure to do so may result in the tenant being responsible for repair, unless it is due to disrepair.
10.11	Chimneys (NEW)	This section states that tenants must have any chimneys in use swept at least once a year.
10.12	Use of appliances (NEW)	This section states that tenants must use all appliances and equipment in accordance with instructions and are responsible for any damage caused by their own appliances.
10.15	Council's repairing responsibilities (NEW)	This section clarifies what the Council is and isn't responsible for when putting right damage to decorations after a repair and/or our improvements.
10.20	Alterations and improvements (NEW)	This section gives examples of what is meant by 'improvements' including fixing security grilles to the property, removing or installing fencing etc.
10.20	Alterations and improvements	This section has been amended to include removing or knocking down walls as an example of a dangerous alteration which will not be permitted.
10.22	Alterations and improvements (NEW)	This section states tenants must not make alterations to common areas.
10.25	Gas safety checks	This section clarifies that tenants must provide access for any repairs required following the gas safety checks.
10.26	Electrical wiring checks (NEW)	This section states the Council will periodically inspect electrical wiring and installations that the Council has a statutory duty to inspect and maintain, and the tenant will be required to provide access for any repairs required following the safety checks.
10.28	Rebuilding (NEW)	This section states the Council is not required to rebuild or reinstate the tenant's home in the case of destruction, serious structural damage or deterioration.
10.29	Recharges	This is an overarching clause setting out when the council may seek to recharge the tenant.
10.30	Recharges (NEW)	This section states when the council may seek to

		recharge the tenant in certain circumstances, including after the tenancy has ended.
10.31	Money owed to tenant by the Council (NEW)	This section states the Council can use any money owed to the tenant by the Council as a landlord towards any liability you under this section.
10.32	Recharges – examples (NEW)	This section lists examples of what the council may seek to recharge the tenant for.
11.1	Ending your tenancy (NEW)	This section states that a tenancy can end on either the rent day or the same day of the week that the tenancy commenced on.
11.2	Ending your tenancy	This section states that following a tenant giving notice they must give access for an inspection of the property.
11.6	Ending your tenancy (NEW)	This section states that the Council may use our powers under the Local Government (Miscellaneous Provisions) Act 1982 to dispose of a tenant's belongings left at their property after they have left.
11.10	Ending your tenancy – notifying utility companies (NEW)	This section states tenants must notify utility companies when they move out and provide them with a copy of your meter reading at the point otherwise they may incur additional charges.
11.11	Ending your tenancy – withdrawing notice (NEW)	This section clarifies the legal position that tenants cannot withdraw or revoke their notice.
12.1	False statements - NEW	This section states that the tenant must not make a false statement or deceive the Council or Council officers.

4. Corporate considerations

4.1 Consultation and engagement

- 4.1.1 The consultation for the Tenancy Agreement review will be conducted in accordance with sections 102-103 of the Housing Act 1985.
- 4.1.2 Under section 103 of the Housing Act 1985, Leeds City Council shall write to all tenants informing them, through a Preliminary Notice (Appendix 1) that we wish to vary the terms of the Tenancy Agreement. In addition to the Preliminary Notice, tenants will be provided with a summary of changes and a draft copy of the Agreement with details of how to respond with their comments.
- 4.1.3 New tenants who sign their tenancy agreement after the Preliminary Notice is sent will be issued with a copy of the Preliminary Notice at their sign up.
- 4.1.4 A page of the Leeds City Council website will be set up with the information set out in 3.3 above.
- 4.1.5 Tenants will be given a date to respond with comments by (at least 28 days from the date the Preliminary Notice is issued).

- 4.1.6 VITAL (the strategic tenants group) received a briefing on the proposed changes in October 2017.
- 4.1.7 Two Member briefing sessions were held on 13th November and 15th November 2017 and attended by 14 members.
- 4.1.8 The council will publish details of the consultation on a dedicated webpage on the council website and circulate a briefing document to Tenant and Residents groups. Staff will be briefed on the changes.
- 4.1.9 All comments from the consultation will be logged and taken into account. The outcomes of consultation will be used to inform the development of the final Tenancy Agreement.

4.2 Equality and diversity / cohesion and integration

- 4.2.1 The council has conducted an equality and diversity impact screening assessment on the tenancy agreement to identify potential positive and negative impacts. This is shown in Appendix 1. A full EIA will be completed on the final proposals for approval.
- 4.2.2 The main issues identified in the EIA screening include Article 6 and Article 8 Human Rights Act and the impact of the Tenancy Agreement on tenants with different equality characteristics. There is potential for certain groups to be disadvantaged by the terms of the tenancy agreement, for example, tenants on low incomes or benefits, or homeless customers moving from temporary accommodation may struggle to pay 2 weeks' rent in advance or to afford to do small repairs themselves and tenants who are unable to read or whose first language is not English may require additional support to ensure they fully understand the terms of the Tenancy Agreement.

4.3 Council policies and best council plan

- 4.3.1 The Tenancy Agreement review supports the Best Council Plan vision for Leeds to be the best city in the UK: one that is compassionate with a strong economy, which tackles poverty and reduces the inequalities that still exist. We want Leeds to be a city that is fair and sustainable, ambitious, fun and creative for all with a council that its residents can be proud of: the best council in the country.
- 4.3.2 The tenancy agreement underpins the relationship between the council as a landlord and its tenants and supports the Best Council Plan outcomes including:
- Being and feeling safe and feel safe
 - Enjoy happy, healthy, active lives
 - Live in good quality, affordable homes within clean and well cared for places
 - Do well at all levels of learning and have the skills they need for life
 - Enjoy greater access to green spaces, leisure and the arts
 - Live with dignity and stay independent for as long as possible

4.4 Resources and value for money

- 4.4.1 The Council aims to ensure its housing stock is managed efficiently and best use is made of the limited resource, for example, by tackling anti-social behaviour, taking

action to prevent tenancy fraud, maximising rental income and maintaining the condition of housing stock.

- 4.4.2 Undertaking the review represents a significant financial cost to the council in terms of staff time, print and postage costs.

4.5 Legal implications, access to information, and call-in

- 4.5.1 The Council is at risk of legal challenge that it has not fulfilled the terms of the Housing Act 1985 section 103, in particular a tenant may challenge the variation on the basis of not being consulted or having received the preliminary notice.
- 4.5.2 The draft agreement for consultation has been drawn up in conjunction with Legal Services and counsel opinion has been obtained.
- 4.5.3 The decision to issue the Preliminary Notice of Variation is subject to call in, so the decision cannot be implemented until call in period has expired.

4.6 Risk management

- 4.6.1 There are a number of potential risks around the Tenancy Agreement review. The main risks relate to how the consultation is undertaken and the content of the proposals. The council must ensure all tenants receive a copy of the Preliminary Notice and sufficient information to understand the proposals being considered to allow them to respond to the consultation. The terms of the agreement must not be seen to be unfair in terms of the tenant and landlord's respective rights and responsibilities, and that the council does not interfere unjustifiably with the tenant's right to respect for family and private life, and that the council does not discriminate on equality grounds unjustifiably.
- 4.6.2 A risk log has been developed along with mitigation to manage the risks and an Equality Impact Screening of the proposals has been completed.

5. Conclusions

- 5.1 This report proposes that the Council issue a Preliminary Notice of Variation to tenants alongside a summary of proposed changes and copy of the draft Tenancy Agreement.

6. Recommendations

- 6.1 That the Director, Resources and Housing:
- Approves the proposed changes to the Council's Secure and Introductory Tenancy Agreement, as summarised in section 3.3.
 - Approves the service of a Preliminary Notice by virtue of Section 103, Housing Act 1985.
 - Receives a further report following the tenant consultation prior to the final Notice of Variation being served.

7. Background documents¹

¹ The background documents listed in this section are available to download from the Council's website, unless they contain confidential or exempt information. The list of background documents does not include

7.1 None.

Appendix 1 Tenancy Agreement Review Equality Impact Screening