

Report of Chief Officer, Housing Management

Report to Director, Resources and Housing

Date: 6 August 2018

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.

Housing Leeds has consulted with tenants on the proposed changes, and now wishes to approve the introduction of a revised Tenancy Agreement for Introductory and Secure council tenancies.

This paper outlines the outcomes from the consultation, the changes being proposed and the process for notifying tenants of the new version of the Tenancy Agreement.

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 Notice of Variation under section 103, Housing Act 1985 to implement the new agreement no sooner than 12 November 2018.

1. Purpose of this report

- 1.1 This report provides a summary of the consultation undertaken with council tenants around the proposed changes to the tenancy agreement and seeks approval to issue a Notice of Variation under s103 Housing Act 1985 to tenants.

2. Background information

- 2.1 The Tenancy Agreement was last reviewed in 2008. The current review is to ensure it remains fit for purpose and to strengthen the agreement in response to the 2016 Tenant STAR Survey. This identified a number of areas of concern including car parking, rubbish and litter, dog fouling and problems with pets and animals, noisy neighbours and drug use.

3. Main issues

- 3.1 Housing Leeds consulted on the proposed changes to the Tenancy Agreement with council tenants between January and March 2018.
- 3.2 Tenants received a Preliminary Notice of Variation explaining the process and how to make comments, a summary of proposed changes and a copy of the draft Tenancy Agreement.
- 3.3 A summary of the proposed changes, details of consultation feedback from tenants and Housing Leeds recommended response are shown in the table below (please note section numbers refer to the final draft for approval, not the consultation draft). The revised Tenancy Agreement for approval is in Appendix 1.

Section	Subject	Consultation proposal and effect	Consultation response and recommendation
1	Definitions (NEW)	Gives a list of terms used in the Agreement to explain their legal meaning and to avoid repeating the definition in more than one section.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
2.7	Legislation (NEW)	States explicitly that any reference to an Act of Parliament or regulation includes any subsequent amendments.	To be included in final version of Tenancy Agreement
2.9	Contractual terms (NEW)	States if one section or clause is successfully challenged the rest of the agreement will remain valid.	To be included in final version of Tenancy Agreement
2.10	Tenancy start (NEW)	This section states that tenancies may start on any day of the week and the rent day is a Monday.	To be included in final version of Tenancy Agreement
2.11	Methods of communication (NEW)	This section states the Council will use a range of methods to communicate with tenants.	To be included in final version of Tenancy Agreement
2.12	Tenant Handbook (NEW)	This refers tenants to the Tenant Handbook which contains practical advice and information about the standards tenants can expect from the Council.	To be included in final version of Tenancy Agreement. A copy of the handbook is currently given to new tenants, and is available online
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
4.7 – 4.8 (4.8 – 4.9)	Demoted Tenancies	The agreement has been reformatted to include a separate section for Demoted Tenancies	To be included in final version of Tenancy Agreement

in consultation version)			
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.	To be included in final version of Tenancy Agreement
5.10	Assignment	This section has been updated to reflect the legal position.	To be included in final version of Tenancy Agreement
6.2	Rent in advance at sign up(NEW)	This section states that tenants may be required to pay 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.	Housing Leeds received feedback that this was unfair and not all tenants would be able to pay. Housing Leeds wishes to include the clause as it stands but procedures will be drawn up for officers on when to raise rent in advance, which individuals will / will not be required to pay (including certain customer groups eg domestic violence cases, people in temporary accommodation etc), agreeing a script for quality conversations with customers to promote the benefits, considering alternative methods and building up credit in small payments. To be included in final version of Tenancy Agreement.
6.3	Paying rent (NEW)	Housing Leeds consulted on rent being 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.	Concerns were raised by tenants who have existing agreements with Housing Leeds to pay rent slightly behind due to their individual circumstances (e.g. pay part on Wednesday, on Friday) and also how this will be implemented in practice (it could result in a lot more arrears letters being sent, costing the Council money). Wording on weekly rent in advance to be removed in the final version of Tenancy Agreement, this clause will state: <i>You must pay the rent and any other charges due for the property under this tenancy agreement. Your</i>

			<i>rent is due weekly on a Monday and it must be paid by the end of each week. There are no rent free weeks. You may pay your rent weekly or for any longer period such as fortnightly, four-weekly or monthly.</i>
6.4	Payment methods (NEW)	This section promotes direct debit as the preferred option, along with Credit Union Bill Paying Service or any other payment method agreed with the Council.	To be included in final version of Tenancy Agreement
6.5	Benefits (NEW)	This section emphasises the tenant's responsibility to claim benefits or financial support to help with their rent costs, and to notify the relevant authorities of any changes in circumstances.	To be included in final version of Tenancy Agreement
7.2	Living in your home (NEW)	This section states the Council will undertake periodic visits to the properties it manages. 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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	Some tenants raised concerns about being able to afford to keep the property adequately heated, but Property and Contracts have confirmed this clause is needed to prevent freezing pipes, damp, mould and the general wellbeing of the property. To be included in final version of Tenancy Agreement
7.9	Overcrowding	This section is reworded to state tenants must not	To be amended in final version of Tenancy Agreement

		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.	Agreement to include reference to permitted overcrowding, updated clause will state: <i>'You must not allow new occupiers to move into your home where this would result in overcrowding under the Council's lettings policy. This does not apply to permitted overcrowding arising from the natural growth of the family'</i> .
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.	To be included in final version of Tenancy Agreement
7.11	Subletting	This section on subletting has been reworded to emphasise that subletting the whole of the property is prohibited.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
7.13	Subletting (NEW)	This section prohibits tenants from advertising the whole of their property to rent (sublet).	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
7.15 (7.16 in the consultation version)	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.	To be included in final version of Tenancy Agreement
7.16 (7.15 in the consultation version)	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.	To be included in final version of Tenancy Agreement
7.17-7.23	Pets and animals	This section has been substantially revised and	See below

	(NEW)	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.	To be included in final version of Tenancy Agreement
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.	<p>Some tenants have complained that this is unfair and not the Council’s decision to do this. Potential equality challenge (certain religions forbid neutering of animals) and issues of affordability. Housing Leeds has considered a number of issues including:</p> <ul style="list-style-type: none"> • Feedback from Partner charities and British Veterinary Association • Risks to unneutered pets in terms of their health and behaviour • The need to limit the number of pets and animals in LCC properties. • The availability of low cost / no cost pet neutering offered by charities • Our Pets Register shows a significant proportion of dogs and cats are not neutered despite support being offered. <p>To be included in final version of Tenancy Agreement with wording to allow for individual assessment by including ‘<i>unless otherwise agreed</i>’ with Housing Leeds. The clause will allow Housing Leeds to enforce in cases of multi pet households and make permission conditional, especially where we grant permission to keep numbers above the standard number, for example to keep 3 cats</p>

			provided they are neutered.
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.	To be included in final version of Tenancy Agreement
7.20	Pets – unlawful purposes (NEW)	This section states that pets and animals must not be used for fighting or other unlawful purposes.	To be included in final version of Tenancy Agreement
7.21	Pets – communal living (NEW)	This section states that pets entering, visiting or living in high rise and communal blocks are not permitted other than where tenant has written permission to keep an official support dog or other support animal.	We received a small number of responses objecting to this clause where the tenant had someone regularly visiting them with a dog. To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
7.23	Pets – dogs (NEW)	This section states that dogs must be accompanied by the tenant 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 Public Space Protection Orders (or equivalent) that may be in force.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement

7.25	Pets – nuisance (NEW)	This section states that tenants must not allow any animal 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, and animal waste must be kept cleared from garden areas.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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	To be included in final version of Tenancy Agreement

		of the landowner.	
7.32	Mobility scooters	This section strengthens the wording regarding tenants who wish to keep a mobility scooter, including safe storage and charging.	To be included in final version of Tenancy Agreement
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 need to request permission to board or insulate their loft space.	To be included in final version of Tenancy Agreement
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 • electrical safety checks • periodic (annual) home visit 	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
7.39	Emergency access	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	To be included in final version of Tenancy Agreement

		<p>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 tenants must not accumulate personal property to the extent that it causes damage, deterioration, health risks or prevents access. This is to deal with cases of hoarding.	To be included in final version of Tenancy Agreement
7.41	General security / safety clause (NEW)	This section states tenants and their household members must not interfere with any security or safety equipment in the property.	To be included in final version of Tenancy Agreement
8.1	Criminal, nuisance or anti-social behaviour	This section strengthens the wording regarding using the property for illegal and anti-social purposes such the cultivation of illegal substances.	To be included in final version of Tenancy Agreement
8.3	Anti Social Behaviour	This section strengthens the wording regarding the 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.	To be included in final version of Tenancy Agreement
8.4	Domestic abuse	This section has an added reference that perpetrating domestic abuse may affect that person's chance of being rehoused with the Council.	To be included in final version of Tenancy Agreement
8.5	Mandatory grounds for possession (NEW)	This section updates the agreement in line with the Anti-Social Behaviour, Crime and Policing Act 2014 which means it is easier for the Council to take possession action where a tenant, household member or visitor has been convicted of an indictable offence in the locality of the property.	To be included in final version of Tenancy Agreement
8.7	Examples of antisocial behaviour	The list of examples of antisocial behaviour has been updated.	To be included in final version of Tenancy Agreement

8.8	Mediation (NEW)	This section states that tenants may be expected to engage with mediation where appropriate.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	The consultation proposals did not include prohibition on people parking in disabled bays, which was raised by some respondents. Housing Leeds proposes to include this as it was an oversight in the consultation. To be included in final version of Tenancy Agreement with reference to disabled parking.
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.	To be included in final version of Tenancy Agreement
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 they may be recharged for any damage so caused.	To be included in final version of Tenancy Agreement
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.	A number of respondents raised issues about this clause, including: <ul style="list-style-type: none"> • The 'unladen weight' 1500kg is very low • Discriminates against people who work Housing Leeds therefore proposes to amend this clause to state: <i>You or any member of your household or visitors must not park vehicles requiring licence categories C, CE, C1, C1E, D, D1 or D1E (i.e. with a maximum authorised mass greater than 3500kg) on the property,</i>

			<i>garden, common areas, shared areas, or on Council-owned land within the locality of your home.</i>
8.18	Vehicles – Statutory Off Road Notices (SORN) (NEW)	This section states that tenants must only park vehicles registered under a SORN within the property boundary on an approved hardstanding.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
8.21	Vehicles – repairs at the property (NEW)	This section states that repairs should only be done to vehicles regularly used by the tenant or occupier, and within the boundary of the property.	To be included in final version of Tenancy Agreement
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 may be re-charged to the tenant.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement

8.27	Gardens – planting that may shade solar panels (NEW)	This section states that tenants are not permitted to allow plants to overshadow any solar panels on their own or neighbouring properties.	To be included in final version of Tenancy Agreement
8.28	Community responsibilities (NEW)	This section is a general security and safety clause for tenants living in flats, maisonettes or complexes.	To be included in final version of Tenancy Agreement
8.30	Smoking (NEW)	This section states that tenants are not allowed to smoke in communal areas including e-cigarettes	To be included in final version of Tenancy Agreement
8.33 – 8.34	Lifts (NEW)	This section states that unacceptable behaviour such as urinating and graffiti is not permitted in the lift.	To be included in final version of Tenancy Agreement
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.	Some concerns were raised in relation to the fixing of bird feeders and window boxes, including comments that Housing Leeds has installed these previously. This clause will be removed and external fittings will be added to the permissions section, which means tenants will need to obtain written permission to fix such items.
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, and they will require written permission.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
9.	Fire safety (NEW)	This section includes an overarching clause on fire safety.	To be included in final version of Tenancy Agreement
9.1	Bonfires (NEW)	This section states that bonfires will not be permitted, and fire pits etc must be used responsibly.	To be included in final version of Tenancy Agreement
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	To be included in final version of Tenancy Agreement

		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.	To be included in final version of Tenancy Agreement
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.	Following further discussions with fire safety the wording to be included in the agreement is: <i>'You are responsible for testing any battery-operated smoke detector and ensuring it is always in good working order. You must not tamper with or damage any smoke or carbon monoxide detector in the property.'</i>
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.	To be included in final version of Tenancy Agreement
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 be a health and safety risk.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	Some concerns were raised by tenants of the costs of keeping a property adequately ventilated and / or heated. Our legal advice is that this is an issue which the Council could have liability for under the fitness for human habitation legislation, and that we would consider reasonable costs when asking tenant to heat/ventilate more.

			To be included in final version of Tenancy Agreement
10.11	Chimneys (NEW)	This section states that tenants must have any chimneys in use swept at least once a year.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
10.22	Alterations and improvements (NEW)	This section states tenants must not make alterations to common areas.	To be included in final version of Tenancy Agreement
10.25	Gas safety checks	This section clarifies that tenants must provide access for any repairs required following the gas safety checks.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	A number of tenants raised concerns that this means we will not rehouse people if property destroyed. This is not the case. The clause states the position in the Landlord and Tenant Act of 1985 that the council would not be required to rebuild the existing property.

			To be removed from the final version of Tenancy Agreement
10.29	Recharges	This is an overarching clause setting out when the council may seek to recharge the tenant.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
10.32	Recharges – examples (NEW)	This section lists examples of what the council may seek to recharge the tenant for.	To be included in final version of Tenancy Agreement
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.	To be included in final version of Tenancy Agreement
11.2	Ending your tenancy	This section states that following a tenant giving notice they must give access for an inspection of the property.	To be included in final version of Tenancy Agreement
11.6	Ending your tenancy (NEW)	This section states that the Council may use its powers under the Local Government (Miscellaneous Provisions) Act 1982 to dispose of a tenant’s belongings left at their property after they have left.	To be included in final version of Tenancy Agreement
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 the meter reading otherwise they may incur additional charges.	To be included in final version of Tenancy Agreement
11.11	Ending your tenancy – withdrawing notice (NEW)	This section clarifies the legal position that tenants cannot withdraw or revoke their notice.	To be included in final version of Tenancy Agreement
12.1	False statements - NEW	This section states that the tenant must not make a false statement or deceive the Council or Council officers.	To be included in final version of Tenancy Agreement

4. Corporate considerations

4.1 Consultation and engagement

- 4.1.1 The consultation for the Tenancy Agreement review was conducted in accordance with sections 102-103 of the Housing Act 1985.
- 4.1.2 Initial proposals were drawn up based on internal feedback from Housing Management, Property and Contracts, Localities, Leeds Anti Social Behaviour Team, Waste and Legal Services, particularly in regard to the concerns raised by tenants in the 2016 STAR survey.
- 4.1.3 The proposals were presented to the VITAL group in October 2017. Housing Leeds held 2 sessions in November 2017 attended by 14 elected members to discuss the overall approach and took their feedback into account in drawing up the draft for consultation.
- 4.1.4 In January 2018 Housing Leeds wrote to all Council tenants, trustees of 16 and 17 year old tenants and to addresses where tenants had a correspondence contact listed with the Preliminary Notice of Variation, the summary of proposed changes and a draft of the new Tenancy Agreement. Tenants were given until the 12 March 2018 to respond with the option of replying by telephone, email, post or in person.
- 4.1.5 81 letters were returned as undelivered by the postal service for reasons including death of tenant, addressee gone away, address inaccessible or address boarded up. In these instances the local housing office was required to hand deliver the review documents with a certificate of service.
- 4.1.6 All new tenants who signed up after 8 January have been served with the review documents; this includes internal transfers, tenancy changes assignments, successions and mutual exchanges. After the consultation closed on 12 March a covering letter was added to explain to new tenants that the agreement is under review. The sign up pack has been updated with this information, and details of new sign ups are recorded for each office.
- 4.1.7 Feedback from the consultation has been taken into account in developing the proposals for the final tenancy agreement as well as the communications plan.
- 4.1.8 Tenants were given the opportunity to respond through various methods, including telephone, email or in writing. In total, the Council received 1,215 responses:
 - 422 telephone calls were answered by Housing Leeds staff at the contact centre
 - 646 telephone calls went to the contact centre answering machine facility and logged at a later date
 - 139 emails were received through the Tenancy Agreement Review email address.
 - 8 written letters were received.
- 4.1.9 In terms of implementing the final version, the council's website will be updated with details of the new agreement. The Tenant Handbook will be updated and the tenancy management procedures for staff will be reviewed to reflect changes to the agreement.
- 4.1.10 Briefings will be arranged for Tenant groups, members and officers.

4.2 Equality and diversity / cohesion and integration

- 4.2.1 The council has conducted a full equality and diversity impact assessment on the tenancy agreement to identify potential positive and negative impacts. This is shown in Appendix 2.
- 4.2.2 Much of the agreement reflects statutory provisions which the council cannot control, for example, introductory tenants have fewer rights than secure tenants. However, the council does have a degree of discretion to exercise its powers in certain circumstances. Further guidance is provided to staff on the tenancy agreement, for example, dealing with requests to make alterations to a property or taking enforcement action under the tenancy agreement.
- 4.2.3 Article 6 and Article 8 Human Rights Act and the impact of the Tenancy Agreement on tenants with different equality characteristics have been considered. 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.
- 4.2.4 Individual tenant and applicant needs will be taken into account, for example, when considering whether to ask for rent in advance from certain customers who would have difficulty paying.
- 4.2.5 In terms of ensuring access to information about the agreement, Housing Leeds will provide a translation of the new tenancy agreement into the most commonly used languages and a spoken word version will be produced.

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 2018/19 – 2020/21 best city priorities, with a particular focus on:

Housing

- Housing of the right quality, type, tenure and affordability in the right places
- Minimising homelessness through a greater focus on prevention
- Providing the right housing options to support older and vulnerable residents to remain active and independent
- Tackling fuel poverty

Safe, Strong Communities

- Keeping people safe from harm, protecting the most vulnerable
- Helping people out of financial hardship

- Tackling crime and anti-social behaviour
- Being responsive to local needs, building thriving, resilient communities
- Promoting community respect and resilience

4.3.3 And 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

4.3.4 The tenancy agreement applies to all Leeds City Council Introductory and Secure tenants, however, one query raised in the consultation was the position of residents on estates who are not tenants. This covers leaseholders and home owners who have bought their home through the Right to Buy, or owners who have purchased their home from a former council tenant, including those renting their properties out to private tenants. Some tenants felt it was unfair for them to be bound by the responsibilities of the tenancy agreement if neighbours who own or rent their homes are not also expected to meet the same standards of behaviour, for example, in relation to maintaining their home and garden. This will be included in the revised procedures and in training / briefings to staff.

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. The agreement may also be challenged under the Consumer Rights Act if it is deemed to include unfair terms.

4.5.2 The agreement has been drawn up in conjunction with Legal Services and counsel opinion has been obtained.

4.5.3 The decision to issue the 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 the consultation and the content of the proposals. The council must ensure all tenants received a copy of the Preliminary Notice and sufficient

information to understand the proposals being considered to allow them to respond to the consultation, and a copy of the Notice of Variation giving a minimum of 28 days notice of the new agreement taking effect.

- 4.6.2 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.
- 4.6.3 A risk log has been developed along with mitigation to manage the risks and a full Equality Impact Assessment of the proposals has been completed.

5. Conclusions

- 5.1 This report proposes that the Council issue a Notice of Variation to tenants alongside a copy of the revised Tenancy Agreement to be implemented no sooner than 12 November 2018.

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, to be implemented no sooner than 12 November 2018.
 - Approves the service of a Notice of Variation by virtue of Section 103, Housing Act 1985.

7. Background documents¹

- 7.1 None.

Appendix 1 Copy of final Tenancy Agreement for approval

Appendix 2 Tenancy Agreement Review Equality Impact Assessment

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 published works.