

Appendix 3: The proposed changes – Durham City

Introduction

Explains our general aims and objectives in providing social housing and identifies who manages our housing stock.

About your tenancy agreement

The tenancy agreement is a legal agreement identifying rights and responsibilities of the Council and tenants.

Section 1 – General conditions – Secure Tenancy

(Current tenancy agreement – section 1)

This section explains the extent of your tenancy, when you may lose your right to live in your home what could happen if you break the agreement.

Section 2 – General conditions – Introductory Tenancy

(Current tenancy agreement – sections 1 & 3)

This section explains the extent of your tenancy, when you may lose your right to live in your home what could happen if you break the agreement.

Section 3 – Notices, permission and complaints

(Current tenancy agreement – sections 8 & 10)

This section identifies who you should contact if you wish to serve us with a notice, need permission to do something or wish to make a complaint.

Section 4 – Our responsibilities and your rights

(Current tenancy agreement – sections 3, 4, 6)

Our responsibilities – this replicates what the law requires us to do in repairing your home and gives examples of what we are responsible for.

Access to your property – indicates what arrangements we will make to access your property for inspection, repairs, servicing of heating systems or in the case of emergency.

Your rights - identifies your rights in relation to lodgers, subletting, succession, transferring, right to buy, improvements, compensation, repair, consultation and management.

Section 5 – Rents and other payments

(Current tenancy agreement – section 2, 4,

This section includes information about service charges and explains that we have the right to charge you for extra services that are provided to you or your home, including any new services we start to provide.

Section 6 – Repairs, maintenance and improvements

(Current tenancy agreement – sections 4,7,)

This clause details:

- Your responsibilities to keep your home in good condition and your responsibility to pay our costs of repairs that you should have done or for damage you have caused;
- Your responsibility towards any furniture, appliances, carpets or curtains we provide
- That our written permission is required before you make alterations or improvements and that you may be entitled to compensation for improvements in certain circumstances
- our and your obligations for annual gas safety checks
- your right to repair
- the requirement that you must allow us and others access to enter your home to inspect, carry out repairs or works, undertake the yearly gas safety check and what could happen if you fail or refuse us access;
- When emergency access can be taken
- your responsibility to repair your home if the police make a lawful entry
- your responsibility to allow the Fire Service access to carry out a home fire risk assessment.
- Your right to repair if we fail to carry out certain urgent minor repairs in time and clarifies what we will do if major repairs are required
- That we are not responsible for home contents insurance or tenants liability insurance

An important proposed change is the right for you or us to claim reasonable costs for a missed appointment unless there is a good reason.

Section 7 – Living in and around your home

(Current tenancy agreement – sections 4, 5,8,)

This section has been drafted using clauses from various parts of the current tenancy agreement most of which have been reworded so as to be clearer to understand. The changes are:

Being away from home for more than 28 days - you are required to provide us with your contact details;

Textured coatings (such as Artex) – not allowed on walls and permission required to put it on ceilings

Flooring – sets out when you must obtain written permission

Pests –you must keep your home free of pests

Lofts – what they can't be used for, access and removal of belongings

Shared areas – details your responsibilities and prevents smoking in enclosed shared areas.

Gardens – details your responsibilities including:

- general maintenance
- hedges at the front of the property to be no more than 1 metre high;
- putting out wheelie bins only on the day of collection and putting them back as soon as possible
- not removing trees or shrubs on the boundary without written permission
- not to plant, remove or carry out any work on trees
- allowing rights of access over your property where they exist

Vehicles – the proposals have reworded and expanded upon the current tenancy agreement. Parking, driving and working on vehicles often causes problems in neighbourhoods and the proposals seek to clarify what is allowed and what is not and when written permission is required.

Running a business – explains that written permission is required to run a business or trade from your home and that any permission can be withdrawn if it subsequently causes a nuisance or annoyance.

Safety around your home – clarifying matters of health and safety in order to protect people and property

Pets – for those living in a house or bungalow proposes that you can keep no more than 2 domestic animals such as dogs, cats, caged birds or small mammals. This section details your responsibilities towards pets you are allowed to keep and details what pets you need permission to keep and which animals you are not allowed to keep.

Section 8 – Living in your community (*Current tenancy agreement – section 4, 5*)

This section brings together those parts of the current tenancy agreement dealing with nuisance and annoyance, racial and other harassment, anti-social behaviour, criminal activity, domestic abuse and behaviour towards our staff, contractors and workers. It explains what informal and formal options are currently available to us in the event that the tenancy agreement is broken.

An important proposed variation is the requirement for you not to smoke in your home when our employees, contractors or agents are present and to allow them to ventilate a room if you have been smoking. We feel this variation is necessary because we have an obligation to our employees that they have a safe working environment free from smoke.

Section 9 – Moving house (*Current tenancy agreement – section 9*)

This section sets out how you what you need to do when ending your tenancy. New tenants will be required to give notice ending on a Sunday but all existing tenants must continue to give notice ending on a Friday.

Section 10 – Data protection

This is a new section giving information on what we do with the data you provide to us and giving us permission to use the data for those purposes listed.

Section 11 – Meaning of words

(Current tenancy agreement – section 1)

This is a new section and is intended to explain some key phrases and words used in the agreement