

EXECUTIVE BRIEFING
COUNCIL HOUSE TENANCY CONDITIONS, SUCCESSIONS POLICY AND RECHARGE POLICY.

REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)
WARDS AFFECTED: ALL

1. **PURPOSE OF REPORT**

- 1.1 To advise the Executive of the outcome of the consultation with council tenants on the Tenancy Agreement, the Succession of Council Tenancies policy and the Recharge Policy and to agree to their adoption.

2. **RECOMMENDATION**

The Executive:

- 2.1 Note the outcome of the consultation and the Tenancy Agreement (Appendix 1), Successions Policy (Appendix 2) and Recharge Policy (Appendix 3).
- 2.2 Agree to the adoption of the Tenancy Agreement following the statutory notice being given to tenants.
- 2.3 Agree to the adoption of the Successions policy with immediate effect.
- 2.4 Agree to the adoption of the Recharge Policy from 1st April 2015..

3 **BACKGROUND TO THE REPORT**

- 3.1 Executive previously agreed to consultation with tenants on a draft Tenancy Conditions, Successions Policy and Recharge Policy.
- 3.2 Consultation took place from 18th August to 15th September 2014. 27 written responses were received from tenants and 22 responses were taken over the telephone or in person. Consultation meetings were held with Together for Tenants and two further meetings were held in Thornton and at the Hinckley Hub for tenants to attend. In total 28 tenants gave feedback in this way. The document in appendix 4 provides a summary of the issues raised through the consultation.

4 **TENANCY AGREEMENT**

- 4.1 The Tenancy Agreement, amended following consultation responses, is provided in Appendix 1.
- 4.2 The current tenancy conditions have been in place for a number of years and it has become increasingly apparent that they need to be refreshed in order that tenants are clear on their responsibilities and to ensure that officers have a robust set of conditions by which to take enforcement action should tenants not be behaving in a responsible way.
- 4.3 The main changes between the current and proposed tenancy conditions are that each area is more explicit, defined and comprehensive. In summary the changes are:
- Introduction of demoted tenancies.
 - These are an alternative to eviction for tenants who have been behaving in an anti social way and can be granted by the courts.

- A demoted tenant loses their security of tenure for 12 months and have less rights than a secure tenant.
 - If the anti social behaviour continues it is easier to obtain a possession order.
 - If the behaviour is modified and there are no further complaints the tenancy becomes secure again after the 12 months.
- New sections:
 - Hygiene – responsibility to keep the property and garden clean and tidy.
 - Health and Safety – deals with a number of areas including the storage of dangerous materials, smoking in communal areas and fitting smoke alarms.
 - Strengthening/widening of sections:
 - Animals.
 - Gardens – covers building structures, ponds, fencing, hedges.
 - ASB – more defined and includes explicitly areas such as Hate Crime and ASB.
 - Repairs – making responsibility for repairs clearer and detailing preventative work that tenants need to take for example around ensuring pipes don't freeze, condensation prevention.
- 4.4 A notice of variation will be served on tenants and a copy of the final Tenancy Agreement sent to them. The notice of variation will give four weeks notice of the start of the new agreement.

5 **RECHARGE POLICY**

- 5.1 Some tenant responsibilities in the tenancy conditions will be reinforced through a Tenant Recharge policy (appendix 2). It should be emphasised that the Recharge Policy will not require tenants to pay for repairs which are the council's responsibility.
- 5.2 The Tenant Recharge policy will provide the ability to recharge tenants and licencees for works which become necessary as a result of damage caused willfully or through accident or neglect by a tenant/licencee or a member of their family or visitor to their property.
- 5.3 The Tenant Recharge policy will relate to both former tenants/licencees (in the form of void property recharges) and current tenant/licencees (in the form of repair recharges). It will provide a consistent and transparent approach to recharging with the aim of encouraging good tenant/licencee behaviour and to ensure tenants/licencees take responsibility for their own actions.
- 5.4 The policy will cover the following (please note this isn't an exhaustive list):
- Repairs undertaken in an emergency on behalf of the tenant/licencee e.g. lock replacement due to the fault of the tenant such as lost keys.
 - Repairs needed due to damage or neglect caused by the tenant/licencee (including untidy gardens).
 - Repairs for which the tenant/licencee is responsible that the council carries out. This will apply in circumstances such as where there are health and safety concerns and to prevent further damage, for example to carry out corrective work after the tenant/licencee has carried out poor quality or potentially dangerous alterations e.g. rewiring.
 - Repairs to void properties that are necessary because of damage, neglect or poor workmanship by the former tenant/licencee.
 - Repairs caused by malicious damage which has not been reported to the

police.

- 5.5 Exceptions to the policy will be considered and written into the policy, including whether a tenant has been a victim of crime and has a crime number to cover the repair issue/damage, whether the tenant's vulnerability makes it unreasonable for them to pay and where a tenant has died and there are insufficient funds in his/her estate to pay the recharge costs.
- 5.6 Affordable payment plans where necessary will be put in place to ensure undue hardship isn't placed on tenants.
- 5.7 The Recharge Policy will be implemented from the 1st April 2015, to allow time for process change and staff training.

6 SUCCESSIONS POLICY.

- 6.1 The Successions Policy is provided in appendix 3 and will be adopted from the date of council approval.
- 6.2 When a Council tenant dies it may be possible for a husband/wife/civil partner, or other family member to take over the tenancy – this is known as a succession. The rights of tenants to succeed to a secure tenancy are contained in section 87 of the Housing Act 1985. The Localism Act 2011 section 160 has introduced new legislation which allows local authorities to change who can succeed to a secure tenancy. This limits the people who can succeed to a tenancy unless a landlord specifically permits succession to others as part of its tenancy agreement. The changes are not retrospective and can only take effect for new tenancies after April 1st 2013. The Successions Policy details how the council will deal with succession requests outside of those defined in statute.
- 6.3 It should be noted that a succession relates to a tenancy and not a property. Therefore (apart from a spouse/civil partner) a person who has the right to succeed to a tenancy may be asked to move to a more suitable property for their needs.

7. FINANCIAL IMPLICATIONS (SJE)

- 7.1 There are no direct financial implications associated with the tenancy and succession policies. The 2014/15 budget currently contains a provision for 2% void loss over the financial year.
- 7.2 Regarding the recharge policy, any charges that are introduced will be based on the schedule of rates used for housing repairs (exact details to be confirmed once policy is approved). Any income received as a result of the recharge will be transferred to the Housing Repairs account as part of the HRA to be utilised for future use.
- 7.3 The cost of administering the recharge scheme is thought to be minimal but will require some element of support service recharge from the debtors function.

7. LEGAL IMPLICATIONS (MR)

Contained within the body of the report.

8. CORPORATE PLAN IMPLICATIONS

1. Creating a vibrant place to work and live
2. Empowering communities
3. Supporting individuals
4. Providing value for money and pro-active services

9 CONSULTATION

Consultation took place with tenants as detailed in 3.2

10. RISK IMPLICATIONS

Management of significant (Net Red) Risks		
Risk Description	Mitigating actions	Owner

11. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

Council housing is delivered through the whole Borough. All policies allow for the consideration of individual needs of tenants.

12. CORPORATE IMPLICATIONS

By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications
- Asset Management implications
- Human Resources implications
- Planning Implications
- Voluntary Sector

Background papers:

Contact Officer: Sharon Stacey
 Executive Member: Councillor

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Mullaney

Appendix 1

THE NEW TENANCY AGREEMENT

Hinckley & Bosworth
Borough Council
Hinckley Hub
Rugby Road
Hinckley
Leicestershire
LE10 0FR



Hinckley & Bosworth
Borough Council

Tenancy Agreement

PARTICULARS

Dated _____ of _____ 20__

BETWEEN

Landlord HINCKLEY & BOSWORTH BOROUGH COUNCIL of Hinckley Hub,
Rugby Road, Hinckley, Leicestershire LE10 0FR; and

Tenant(s) _____ and

Property In respect of:

Description of premises

Date of start of Tenancy Agreement _____ of _____ 20__

Rent

(where applicable)

(where applicable)

(where applicable)

Net Rent:

Heating:

Water:

Miscellaneous Charges:

_____ Total

Weekly Payable Rent:

For office use only

Property Reference																				
Former address of Tenant																				
H&BBC Prop' ? Yes/No	Amended Tenancy ? Yes/No																			
Housing Reg' No	Comments																			

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions in this clause apply in this agreement.

Assignment - The legal process of passing all your tenancy rights and responsibilities over to another person.

Building - The land and building of which the Property forms part is edged red on the plan attached to this Tenancy Agreement (if any).

Customer Services – The front-line reception service at Hinckley and Bosworth Borough Council, Rugby Road, Hinckley LE10. Open Monday to Thursday from 8:30am to 5pm and on Friday from 8:30am to 4:30pm. Tel: 01455 238 141, Email: customerservices@hinckley-bosworth.gov.uk There is also a 24 hour emergency service, Tel. 01455 251137 out of hours.

Demoted Tenancy - A tenancy as defined in clause 2.7.2.1.

Demoted Tenant – means a person with a Demoted Tenancy

Demotion – where a Secure Tenancy becomes a Demoted Tenancy

Domestic Abuse - Any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality.

Emergency Services - The police, the fire service and the ambulance service.

Fixtures and Fittings - All of the Landlord's appliances and furnishings in the Property including installations for supplying or using gas, electricity and water.

Flat - A self-contained housing unit that occupies only part of a Building.

Garden - All lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths, paved areas and exterior areas forming part of the Property.

Hate Crime - Any incident where someone has been targeted because they are believed to be different, this may be motivated by: age, disability, gender identity, race, religion/belief or sexual orientation.

Improvement - Any alteration or addition to the Property.

Introductory Tenancy - A tenancy as defined in clause 2.7.1.

Introductory Tenant – a person with an Introductory Tenancy

Joint Tenants - Where there is more than one person stated as being the Tenant the responsibilities of those persons will be joint and several. This means that all of the tenant's responsibilities in this Agreement can be enforced in their entirety against any one individual separately or against all the individuals comprising the Tenant jointly.

Local Area - The neighbourhood the Property is located in, including privately owned or housing association properties, local shops and/or amenities serving the neighbourhood.

Lodger - Someone who lives or stays in part of the Property by agreement with the Tenant, but who does not have control over or exclusive use of the rooms they use.

Mutual Exchange - To swap tenancies with another Council or housing association tenant.

Neighbours - Any and all persons living in the Local Area and particularly the owners/occupiers of adjoining/ adjacent properties to the Property, including people who own their own homes, and housing association tenants. Neighbour shall be any one person falling within the above.

Neighbourhood Housing Officer - The relevant officer of the Housing Operations department of Hinckley & Bosworth Borough Council whose details are provided to you by the Landlord

Particulars - Page 1 and 2 of this Tenancy Agreement.

Partner - A husband, wife, civil partner, or someone who has cohabited with you in a continuously for more than two years.

Property - The land and buildings stated in the Particulars, including any Garden, but not including any Shared Areas.

Relative - Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, in-laws, step-relatives.

Rent - The rent as stated in the Particulars and being the net rent and any other service charges set out or which may be charged from time to time which make up the total inclusive rent due as varied from time to time in accordance with this Tenancy Agreement.

Repairs - Any repair replacement or improvement to the parts of the Property required by Us to maintain the integrity and operation of the Property.

Secure Tenant - A tenant with a Secure Tenancy.

Secure Tenancy – a secure tenancy under the Part IV of the Housing Act 1985.

Shared Areas - The parts of the Building which all tenants of the Building can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Sub-let - The Tenant by agreement giving another person exclusive possession of, and the right to live in part or all of the Property.

Succession - Where the Tenant dies and their Partner or Relative takes over the tenancy of the Property.

Tenancy Agreement - This document.

Vacant Possession - Where the Property is clear of any occupants, personal belongings or rubbish.

Vehicle - A van, car, bus, lorry, motorbike, bike, boat, caravan, motor home or other kind of vehicle.

We, Us, Our, Landlord, Council - Hinckley & Bosworth Borough Council and any workers contractors or agents authorised by and acting on behalf of Hinckley & Bosworth Borough Council.

Written Permission - A letter from Us giving you permission to do something.

You, Tenant - The tenant as stated in the Particulars (and where there are Joint Tenants, any one or all of the Joint Tenants).

2. INTRODUCTION

- 2.1 By signing this Tenancy Agreement You are agreeing to become Our Tenant. You are entering into a legal contract with Us.
- 2.2 If You breach any of the conditions in this Agreement We may take legal action against You which may include possession proceedings to evict You from the Property.
- 2.3 You may wish to obtain advice from a solicitor, Citizens Advice Bureau or a community housing/resource centre before signing this Tenancy Agreement.
- 2.4 Joint Tenants are jointly and individually responsible for fulfilling the obligations of the Tenant of this Tenancy Agreement. This includes when one tenant leaves the property and remains on the Tenancy Agreement. It is Your responsibility to remove Yourself from the tenancy.
- 2.5 All of the Tenant's responsibilities and obligations contained in this Tenancy Agreement include an obligation to ensure that any Partner, Relative or any other person living in or visiting the Property comply with the responsibilities and obligations contained in this Tenancy Agreement.
- 2.6 Any Written Permission given under this Tenancy Agreement may contain conditions. If these conditions are not adhered to the permission will be withdrawn.
- 2.7 There are three kinds of tenancies used by Hinckley & Bosworth Borough Council:
Introductory Tenancy;
Secure Tenancy.
Demoted Tenancy



2.7.1 Introductory Tenancy:

- 2.7.1.1 Unless you are transferring from a Secure Tenancy or an assured tenancy of a registered social landlord, You will start your Tenancy Agreement as an Introductory Tenant.
- 2.7.1.2 By law, during your Introductory Tenancy, You do not have the same rights as a Secure Tenant. You cannot:
apply for the right to buy your Property;
vote for a change to another landlord;
Sub-let your Property;
make a structural change to the Property;
apply to Exchange your Property.

- 2.7.1.3 In certain circumstances We may let You take in a Lodger or someone to provide You with support and care. You must obtain our Written Permission first.
- 2.7.1.4 Your Introductory Tenancy will usually last for one year. We can extend it by a further six months if We have concerns that You, the Tenant, are in breach of the conditions of this Tenancy Agreement.
- 2.7.1.5 If We do extend your Introductory Tenancy by a further six months, We will serve a notice of extension on You. You have the right to request a review. The Introductory Tenancy will be extended if You do not request a review or, where You do request a review, Our decision to extend is confirmed.
- 2.7.1.6 During your Introductory Tenancy, You must not break any of the conditions of this Tenancy Agreement.
- 2.7.1.7 If You do not break any of the conditions of this Tenancy Agreement during your Introductory Tenancy, and We therefore do not take action against You, You will automatically become a Secure Tenant at the end of the one year period or any extension period notified to you.

2.7.2 **Demoted Tenancy:**

- 2.7.2.1 Demoted Tenancies are created by the courts where a Secure Tenant has behaved anti-socially. Giving you a Demoted Tenancy is an alternative to the Council asking a court to evict You.
- 2.7.2.2 A Demoted Tenancy replaces your Secure Tenancy; You lose your security of tenure. If You have a Demoted Tenancy we can end it without having to establish grounds for possession.
- 2.7.2.3 As a Demoted Tenant You have similar rights to those of an Introductory Tenant. You cannot:
- apply for the right to buy
 - Sub-let any part of your Property
 - vote for a change to a new landlord
 - take in a Lodger without our Written Permission
 - apply to Exchange your Property
 - make a structural change to the Property
 - transfer to another council property.
- 2.7.2.4 A Demoted Tenancy will last for 12 months but this can be extended by Us where we serve You with a notice to extend the Demoted Tenancy. If such a notice has been issued to You the Demoted Tenancy will be extended for a further six months.
- 2.7.2.5 If there are any further breaches of the conditions of this Tenancy Agreement whilst You are a Demoted Tenant, We may end the tenancy.

2.7.2.6 After the Demoted Tenancy Period has expired and providing there have been no further breaches of the conditions of this Tenancy Agreement, You will become a Secure Tenant again.

2.7.2.7 As a Demoted Tenant, You have fewer rights than both Introductory Tenants and Secure Tenants in relation to assigning this Tenancy Agreement. There are different rights relating to Succession following your death.

2.7.3 **Secure tenancy:**

2.7.3.1 The general conditions detailed in this Tenancy Agreement relate to the rights and responsibilities for secure tenancies unless otherwise stated.

3. **RENT**



3.1 You must pay the Rent to the Us, the Landlord, weekly in advance throughout the whole period of this Tenancy Agreement including any period that You are away from the Property. Upon request We will consider whether monthly payments of Rent are acceptable.

3.2 The first payment of Rent is to be made on the date of this Tenancy Agreement as stated in the Particulars.

3.3 You shall be in breach of this Tenancy Agreement if You fail to pay the Rent in accordance with this clause 3 and We shall be entitled to recover possession of the Property through legal proceedings

3.4 If You use housing benefit as a method of payment to pay part or all of your Rent, You must notify the Benefit Service immediately of any change of Your circumstances which may affect your entitlement to housing benefit.

3.5 If Your housing benefit payment made directly to Us does not cover the full Rent You must pay the amount of the Rent which is not covered by your benefit payment to Us weekly in advance.

3.6 If Your Rent is in arrears at any time during this Tenancy Agreement You may lose any eligibility to rejoin the housing register and move to alternative accommodation or become ineligible to receive an offer of alternative accommodation..

3.7 If Your Rent is in arrears at any time during this Tenancy Agreement We will not give any Written Permission to a Mutual Exchange until You have paid the outstanding Rent.

- 3.8 Before making any changes to the rent charged or charges in respect of any services or facilities provided, the Council will give at least 4 weeks notice of any changes before bringing them into effect.

4. USING THE PROPERTY

- 4.1 You, your friends and Relatives and any other person living in or visiting the Property (including children) must only use the Property as a private home and for no other purposes unless Written Permission is given.
- 4.2 You must not operate a business from the Property without Our prior Written Permission.
- 4.3 You may need to obtain additional permissions to operate a business from the Property, including Planning permission, and You may be liable for business rates. It is Your responsibility to ensure relevant permissions are granted and you are registered to pay business rates.
- 4.4 We reserve the right to withdraw our Written Permission if the relevant permissions are not granted or if the business begins to cause a nuisance to others.
- 4.5 You must inform Us of the energy supplier you have registered with for gas and/or electricity at Our request.
- 4.6 You must obtain Our Written Permission before having a water meter installed.
- 4.7 You must produce identification and provide evidence that You occupy the Property and details of anyone else living with You on a permanent or temporary basis on the request of the Landlord.
- 4.8 You must provide access to the Property for the purpose of carrying out a tenancy check or gas safety check, electrical check or to carry out essential repairs on request of the Landlord.
- 4.9 You must take reasonable steps to prevent noise transferring from the Property to any adjoining properties. This may include laying carpets or fitting other floor insulation.
- 4.10 You shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television and any other services used by the Tenant at the Property.
- 4.11 Where You allow, either by default of payment or specific instruction, the utility or other services to be cut off, You shall pay the costs associated with reconnecting or resuming those services.
- 4.12 You shall pay for a television license for the Property if a license is required.

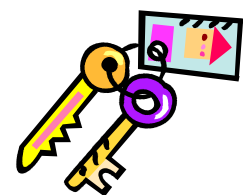
- 4.13 You shall pay the Council tax for the Property.
- 4.14 You must keep appointments with Your Neighbourhood Housing Officer that We have agreed with You. If you break two or more consecutive appointments we may charge you to recover our costs.
- 4.15 You must not use or allow use of illegal substances within the property or shared areas.

5. WRITTEN NOTICES

- 5.1 If we have posted a letter or notice first class to the Tenant(s), at the Property, it will be deemed to have been received on the second day after posting.
- 5.2 If we deliver a letter to the Tenant(s) at the Property or notice by hand it will be deemed to have been received the following day.
- 5.3 All letters or notices addressed to the Tenancy at the Property will be deemed to have been served correctly unless you provide us with a different address in writing.

6. ENDING YOUR TENANCY

- 6.1 If You want to move out of the Property, You must give us four weeks written notice to end this Tenancy Agreement.
- 6.2 Once notice is given to end the Tenancy Agreement it will end at midday on the first Monday after the four weeks notice has been given.
- 6.3 When You move out of the Property You must give us all the keys to the Property, including security fobs to the door entry system and any keys to sheds, outbuildings and windows that you were given, by midday on the Monday the Tenancy Agreement terminates.
- 6.4 If You do not return your keys by the end of this Tenancy Agreement the cost of replacing the locks will be charged to your rent account.
- 6.5 At the end of this Tenancy Agreement You must give Us Vacant Possession.
- 6.6 You must pay all Rent and other charges up to and including the date of the end of this Tenancy Agreement, including any arrears from previous any tenancy which remain unpaid.
- 6.7 When You leave the Property You must:
- 6.7.1 Remove your furniture, furnishings, clothing and rubbish on, or before, the day your tenancy ends. If You do not, We will



assume You have abandoned these items and will dispose of them without further reference to You regarding their disposal. We will also charge You the cost of removal of any items left at the Property at the end of the Tenancy Agreement.

- 6.7.2 Leave the Property and Garden in a clean and tidy state. If You do not, We may charge You a reasonable cost for cleaning up after You.
 - 6.7.3 Provide Us with Your forwarding address and any future address.
 - 6.7.4 If You remove any fixed items that You had installed, You must put the Property back to the way it was before You installed them. If You damage any part of the structure, Fixtures or Fittings You must put the Property back to the way it was before You damaged them. If You do not We may charge You a reasonable cost to carry out the remedial repairs. If You remove any of the Fixtures or Fittings you may be prosecuted for theft.
- 6.8 You must allow Us access to inspect Your Property during the notice period.
- 6.9 You should tell us in writing if You will be away from the Property for more than four consecutive weeks. If You leave the Property vacant for more than four weeks without giving Us notice as set out above, the Council will investigate the circumstances and may commence possession proceedings at Court to bring the Tenancy Agreement to an end.

7. THE COUNCILS' RESPONSIBILITIES

- 7.1 Subject to You, The Tenant, paying the Rent and all other sums due under this Tenancy Agreement and complying with all of the tenant's obligations in this agreement We will not interrupt or interfere with your quiet enjoyment of the Property.
- 7.2 We, The Landlord, shall insure the Property to its full value against such risks as the Landlord shall determine in its absolute discretion. This will not include contents insurance and you are advised to arrange your own policy to cover household contents.
- 7.4 We shall:
 - 7.4.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows)
 - 7.4.2 keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation; and
 - 7.4.3 keep in repair and proper working order the installations in the Property for space heating and heating water.

We will keep in repair any step or path that is an essential means of access to Your Property, this being one row of slabs to main house entrance door/s one row to external outbuildings and one row to clothes drying facilities.

- 7.5 We will keep any boundary fence or wall which We have provided in repair where the Property leads directly onto a public area, footpath or highway. We will not maintain divider fencing between residential properties; this is a shared responsibility between residents. Where appropriate, We may remove broken fences or walls We have provided rather than repair them.
- 7.6 We will keep in repair any garage, shed, porch or outbuilding We have provided which is situated within the boundary of the Property, or a garage that is located on a council garage site as long as it is economic to do so. We reserve the right to remove these structures when, in Our view, they are beyond economic repair.
- 7.7 In Flats and maisonettes, We will keep all Shared Areas in repair.
- 7.8 The Landlord shall not be required to;
- 7.8.1 carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
 - 7.8.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

8. REPAIRS AND MAINTENANCE

- 8.1 You must repair, renew and replace any part or parts of the Property/Building that are damaged by You. If damage is caused by the criminal act of another person, You must obtain a crime reference number.
- 8.2 You are responsible for repairing, renewing or replacing the following items:
- 8.2.2 cupboard catches and handles
 - 8.2.4 plugs and chains to sinks, basins and baths
 - 8.2.7 pelmets, curtain and picture rails
 - 8.2.8 gate and shed latches, bolts and catches
 - 8.2.10 broken or cracked glass unless a crime number is given
 - 8.2.11 internal or external light bulbs/fluorescent tubes.
 - 8.2.12 TV aerials (unless warden assisted or communal systems).
 - 8.2.13 Internal door handles and latches
 - 8.2.16 toilet seat and lid (except in Warden assisted complexes).
 - 8.2.17 drawer handles
 - 8.2.18 door numbers and letter plates
- 8.3 You must keep all of the Fixtures and Fittings at the Property clean and tidy and free from damage at all times.

- 8.4 You are responsible for the safe keeping of keys for door and window locks and the provision of additional locks. You are responsible for replacing keys, locks or fobs when they are lost or stolen or when You get locked out.
- 8.5 You must not remove or replace any internal or external doors without Written Permission, or remove any door closers fitted to fire doors.
- 8.6 You must take reasonable steps to avoid moisture building up (condensation) within the Property. (Please refer to our advisory information). We will address any structural issues relating to damp and condensation.
- 8.7 You must keep in good repair any addition or Improvement or alteration you make to the Property.
- 8.8 You must take reasonable steps to prevent pipes freezing.
- 8.9 You are responsible for properly and adequately installing, maintaining and repairing any electrical appliances at the Property.
- 8.10 You must take reasonable steps to prevent blockages to waste pipes (for example to a sink, basin or toilet) or external drains.
- 8.11 If a pipe or conduit bursts at the Property/Building You must inform Us immediately and take reasonable steps to prevent damage to the Property/Building and Your personal belongings.
- 8.12 If there is an open fire at the Property You must clean the chimney flue at least once a year, unless the flue has a solid fuel central heating appliance.
- 8.13 You must keep all paths at the Property leading to and from the public highway clean clear and free of all obstructions and any other dangerous material or substance.
- 8.14 An application to make any changes, alterations and/or Improvements to the Property whether internal or external must be made in writing, enclosing a Plan of any proposals and a detailed explanation of the nature of the proposals. If We give Written Permission, We may set certain conditions that must be met. All works will be inspected by an officer of this Council to ensure works have been carried as required.
- 8.15 If We give our Written Permission for structural changes You must also obtain any necessary planning permission and carry out the structural changes in accordance with building regulations.
- 8.16 You may fit only one small satellite dish or receiving antennae at the Property. Any additional equipment will require our Written Permission and the relevant planning permission if appropriate. You must arrange the removal of these to enable Us to carry out Repairs or when they are no longer required or when You move out.

- 8.17 Any work You have done at your Property must be carried out by a competent and suitably qualified person. Gas appliances must be installed by a registered gas fitter (gas safe registered). Electrical works must be carried out by an authorised electrician and all works must comply with building regulations.
- 8.18 You are responsible for repairing and maintaining all Improvements alterations and fixtures and fittings that You install at the Property.
- 8.19 You must not remove, cover up or disconnect any mains-operated smoke detector that We have installed.
- 8.20 You must maintain any battery operated smoke detectors.
- 8.21 If You fail to put or keep in repair any part or parts of the Property or Fixtures and Fittings for which You are responsible, we will give you 28 days notice that We are going to complete the work and You must pay our costs of carrying out the necessary works.
- 8.22 You must not make any hole or insert any gate or otherwise modify or tamper with any boundary fence/wall at the Property.
- 8.23 We may charge You for any breach of any of the covenants in this agreement in accordance with the Hinckley & Bosworth Borough Council Recharge policy and procedures.
- 8.24 You should take measures to keep the Shared Areas free from obstruction. We will remove items made from materials that do not meet fire safety standards.

9. CARRYING OUT REPAIRS

- 9.1 You must inform Us by telephone, email or in person as soon as You become aware of a Repair for which We are responsible.
- 9.2 Always ask to see the identity card of anyone who calls at Your Property to carry our Repairs and claims to work for Us. If you are not sure that they work for Us, do not let them into Your Property and telephone Customer Services for confirmation.
- 9.3 We will require access every 12 months to service gas appliances and to carry out periodic inspection/testing of the electrical installations based on a 5 year cycle. If You do not allow Us access, We may take appropriate action to gain entry to do the work.
- 9.4 Where Written Permission is requested to complete any Repair or Improvement works, it will not be unreasonably withheld. If You do make changes without our Written Permission, we may ask You to restore the Property to how it was or alternatively complete the work and re-charge you accordingly.

- 9.5 In an emergency, such as a flood, We may take immediate action to gain entry to the Property to limit damage to Your Property or adjoining properties without Your consent where obtaining Your consent is not practical.
- 9.6 If You delay allowing Us access to the Property, We may recharge you for any associated costs including costs of gaining access and increased costs of Repair caused by any delay.
- 9.7 You must keep appointments that We have agreed with You to complete Repairs. If You break two or more consecutive appointments We may charge You to recover Our costs. The original Repair may also be cancelled.
- 9.8 If We visit your Property and You are out, We will leave a card asking You to telephone the Housing Repairs help desk to make a new appointment.
- 9.9 If the Repair appointment is not kept by Housing Repairs You should telephone Customer Services.
- 9.10 We will try to warn You if we think any proposed Repairs will inconvenience You. Certain Repairs may unavoidably deprive you of certain facilities in your Property while the work is being done. For example, you may not be able to use your kitchen or bathroom.
- 9.11 We may require You to move furniture or other personal possessions to enable Us to carry out Repairs. Where possible, we will give you notice of the need to move your furniture or belongings. If You do not make the required arrangements or fail to inform Us that you are unable to move the relevant objects, we will move the furniture/objects for you but we may charge you a reasonable cost for having to do this on your behalf. Discretion will be applied in the case of elderly or vulnerable residents and we will always try to help, where it is necessary. If we do move furniture for you we may ask you to sign a disclaimer form.
- If you have fitted laminate flooring lino, ceramic tile or carpets over an existing floor that needs to be removed to facilitate a Repair underneath, it is the responsibility of the tenant to remove and refit these coverings to allow the repair to be carried out.
- 9.12 You must take steps to store or protect your possessions while Repair work is being done.
- 9.13 If something is damaged as a result of Our Repairs and you wish to make a claim, You must notify us in writing within a period of 28 days from the time it was damaged or from the time You first became aware it was damaged. We may not be responsible if any of Your Property is damaged because you failed to take reasonable steps to store or protect it.

- 9.14 We will remove all associated rubbish, building materials and equipment from your Property after Repair work has been completed.
- 9.15 We will redecorate the affected area or provide an allowance for redecoration following major Repairs work that We are under a legal obligation to undertake. We will consider each case on its merits taking into account your age or vulnerability to carry out this work.
- 9.16 You have the right to have certain Repairs (known as qualifying Repairs) done within set time limits. If We do not carry out a qualifying repair within the set time limit, You can ask an appropriate company to carry out the repairs and reclaim the cost of the repair from us. Please contact the Housing Repairs Team or your Housing Officer for a list of qualifying repairs and further information.

10. PROVISION OF TEMPORARY ACCOMMODATION

- 10.1 Sometimes the nature of the Repairs that need to take place means that We need to have vacant access to Your Property. If Your Repairs fall into this category, We will inform You and You must vacate the Property for the period we advise is necessary.
- 10.2 If You choose to remain in your Property during such Repairs, You accept that You do so without responsibility from Us to provide You with temporary substitute facilities.
- 10.3 If You have to vacate your Property in order for a Repair(s) to be completed, We will, if necessary, assist in providing You with alternative, temporary accommodation. Please contact the Repairs section for advice.
- 10.4 We will try to find temporary accommodation that is nearby and similar to your own but we cannot guarantee this.
- 10.5 We will not be able to carry out certain types of Repairs at your Property until you have vacated. Our responsibilities for such Repairs may be suspended if You refuse to vacate or if You delay the process.
- 10.6 If You do not accept an offer of temporary accommodation, You must at the same time tell us in writing whether or not You want us to continue looking for an alternative. If You do not make this clear, We will assume that You want us to continue looking and therefore some of your Repairs will continue to be postponed.
- 10.7 If We do not say We need vacant access to your Property, You must decide whether you want to stay there during any works or find yourself temporary alternative accommodation



11. MUTUAL EXCHANGE

- 11.1 You have the right to Mutually Exchange the Property with another Hinckley & Bosworth Borough Council tenant, a housing association tenant or a Council tenant from another Council.
- 11.2 You can only Mutually Exchange your Property with another tenant if:
- you both have a Secure Tenancy or an assured tenancy
 - you both live in England or Wales
 - you have our Written Permission
 - the other tenant has the written permission of their landlord
- 11.3 We may refuse Written Permission for an Exchange if You do not meet certain conditions.
- 11.4 If You Exchange your Property without Written Permission, We will require you to move back to the Property. If you fail to do this, we may go to court and ask for you to be evicted.
- 11.5 If You have made any unauthorised Improvements or modifications damaged any fixture and fittings to the Property You must put the property back into its previous state at Your own expense before We will give Written Permission to Exchange.
- 11.6 If any damage is caused or items removed at the time of moving (after Written Permission has been granted) We may recharge You for any associated costs of the Repairs.

12. RIGHT TO BUY

- 12.1 In certain circumstances, You have the right to buy Your Property. Please speak to your Neighbourhood Housing Officer for more details.

13. SUCCESSION

- 13.1 You may only make an Assignment of Your Tenancy Agreement or otherwise deal with your Tenancy Agreement in accordance with the Hinckley & Bosworth Borough Council Succession policy.

14. HYGIENE

- 14.1 You, Your Partner and Relatives and any other person living in or visiting the Property (including children) must:
- 14.1.1 Take reasonable steps to keep the Property, Garden and Shared Areas free from rats, mice and other vermin.

- 14.1.2 Keep the Property, Garden and Shared Areas free from noxious smells (including animal fouling).
- 14.1.3 Keep the Property, Garden and Shared Areas clean, tidy and free from recycling and household waste.

14.2 You must inform the Environmental Health department immediately if Your Property becomes infested with rats.

14.4 You must dispose of household waste by placing the waste in communal refuse bins or by placing the waste in Your wheelie bin and leaving it outside your Property on the correct day for the refuse collectors.

15. HEALTH AND SAFETY

15.1 For health and safety reasons You, Your Partner and Relatives and any other person living in or visiting the Property (including children) must not:

- 15.1.1 Use portable oil, paraffin or gas cylinder heaters in the Property.
- 15.1.2 Store flammable materials or gas inside the Property.
- 15.1.3 Interfere with any equipment which is at the Property for health and safety purposes, for example, for detecting or putting out fires in the Property, door entry systems and closed circuit television.
- 15.1.4 Damage or overload any lift in the Building serving the Property.
- 15.1.5 Do anything in the Property which could cause a danger to anyone in the Property or in the Local Area.
- 15.1.6 Throw anything through the windows of the Property.
- 15.1.7 Smoke in the internal Shared Areas of any building or allow other members of your household or visitors to your Property to do so.
- 15.1.8 Smoke in the Property when We visit you.
- 15.1.9 Block, obstruct, create or leave any hazard on any Shared Area.
- 15.1.10 Leave used syringes on the Property or Shared Areas.
- 15.1.11 Place any item on an external windowsill at the Property.
- 15.1.12 Park Vehicles in areas set aside for Emergency Services vehicles.
- 15.1.13 Delay telling the Repairs Service about any damage to the Property.

15.2 You must fit a smoke alarm in the Property and check it is operable regularly and replace the batteries when necessary. If the Property benefits from a mains powered smoke alarm, You must not interfere or tamper with the alarm. You may wish to contact the fire service for advice and assistance.

- 15.3 Mobility scooters should be stored in a suitable external storage area or within your Property. They should not be stored in any internal Shared Areas. Please contact your housing officer or scheme warden if you need advice.
- 15.4 You must inform Us immediately if the gas or electricity meters at the Property have been removed or tampered with by anyone.
- 15.5 You must obtain our Written Permission before fitting a camera or any other type of surveillance equipment at the Property.

16. ANIMALS

- 16.1 You, Your friends and Relatives and any other person living in or visiting the property (including children) must not:
- 16.1.1 Keep a dog in the Property where there is no Garden.
 - 16.1.2 Keep any animal at the Property which has been classified as dangerous under the Dangerous Wild Animals Act 1976, the Dangerous Dogs Act 1991 or the Dangerous Dogs (Amendment) Act 1997, or any subsequent legislation to be produced.
 - 16.1.3 Keep livestock or birds at the Property without Our prior Written Permission.
 - 16.1.4 Allow any animal kept at the Property to cause or become a nuisance to your Neighbours.
 - 16.1.5 Breed any animals at the Property without Our prior Written Permission.
 - 16.1.6 Dogs must be kept on leads at all times when in Shared Areas.
 - 16.1.7 Keep more than one domestic cat and/or one dog at the Property without Written Permission.
 - 16.1.8 Allow your animal to foul communal areas – always clean up after your animals
 - 16.1.9 Allow animals to cause damage to the Property, any such damage is the responsibility of the Tenant to rectify.
- 16.2 You must remove all animal fouling in your Garden to prevent it becoming a nuisance to your neighbors

17. GARDENS

- 17.1 You must keep all Garden areas for which you are responsible neat and tidy.
- 17.2 You must not erect any building or structure in your Garden without obtaining our Written Permission.
- 17.3 You must not excavate for or construct a pond without the Written Permission of the Council to do so. On leaving the Property, these must be filled in/removed prior to leaving

- 17.4 If Our Written Permission is granted in accordance with 19.2 above, You must obtain the necessary planning permission and comply with building regulations in relation to the structure.
- 17.5 You must remove any garage, shed, greenhouse or outhouse and safely dispose of it within seven days of Our written request giving grounds for such removal.
- 17.6 You must not remove, alter, replace or plant any hedge or fence at the Property without obtaining Our prior Written Permission.
- 17.7 You must remove any fencing hedge or boundary structure You have erected if, in Our opinion, it is dangerous or it causes a nuisance within seven days of Our written request for such removal.
- 17.8 You must not plant any fast-growing or invasive shrubs or trees in Your Garden including but not limited to leylandii, Japanese Knotweed or any listed in Schedule 9 Wildlife and Countryside Act 1981.
- 17.9 Hedges must be kept below 2 metres high.
- 17.10 You must not store rubbish, indoor furniture, household appliances, inflammable materials or gas in the Garden.
- 17.11 You must not pour hazardous substances down ordinary drains.
- 17.12 You must not cause a nuisance through the lighting of bonfires.
- 17.13 You must maintain all trees within the boundary of the Property, ensuring that the trees are maintained safely, with due regard for the health of the tree. You must obtain Written Permission from Us to remove a tree.



18. VEHICLES

- 18.1 You, Your friends and Relatives and any other person living in or visiting the Property (including children) must not:
- 18.1.1 Park any car or motorbike anywhere on the Property except in a garage or on an area of hard standing with a dropped kerb to access the Property from the public highway.
 - 18.1.2 Park any Vehicle at the Property other than a car, motorcycle or small van, without Our prior Written Permission
 - 18.1.3 Build a parking space, garage or drive without Our Written Permission.
 - 18.1.4 Repair any Vehicle at the Property other than a car, small van or motorbike.
 - 18.1.5 Cause any oil or other harmful substances to damage the Property.
 - 18.1.6 Park any Vehicle which is untaxed (unless there is a SORN in respect of the Vehicle), unroadworthy or is in disrepair on the Property.
 - 18.1.7 Run a Vehicle related business at the Property.
 - 18.1.8 Park any Vehicle on the Garden or any grassed area.
 - 18.1.9 Park any Vehicle in an area not designated for parking, for example on the paved or tarmac area outside a block of Flats, or on footpaths where pedestrians need access.
 - 18.1.10 Park any Vehicle on a designated area set aside for Emergency Services vehicles, or park in any area which would block access for Emergency Services vehicles or refuse collection vehicles.
 - 18.1.11 Sell, Rent or license a parking space which We provide for You, without Our Written Permission.
 - 18.1.12 Double park Vehicles, or park in a way which causes obstructions to pedestrians or other road users, including the Emergency Services' vehicles.
 - 18.1.13 Advertise Vehicles for sale on a Property without the Council's Written Permission.
 - 18.1.14 Store Vehicles which are not in use for a period of more than 6 months without Written Permission.
- 18.2. If We give our Written Permission to build a parking space, garage or drive, it must be built to a standard design. We will withdraw Our Written Permission if the parking space, garage, dropped kerb or drive causes a nuisance.
- 18.3. You are permitted to store a battery operated mobility scooter in Your Property, providing You have individual access to your Property. Otherwise Written Permission should be sought.

19. ANTISOCIAL BEHAVIOUR

19.1 Your Friends and Relatives and any other Person Living in or visiting the Property (including children) must not:

19.1.1 Do anything or allow anything to be done on the Property which causes or is likely to cause a nuisance or annoyance to Your Neighbours.



19.1.2 Be involved in any form of Hate Crime

19.1.3 Harass or use threatening or abusive behaviour towards any Neighbour or other person visiting or otherwise engaging in lawful activity in the Local Area.

19.1.4 Harass or use threatening or abusive behaviour towards Our employees, Councilors, anyone contracted to do work for the council, elected tenant representatives or tenant inspectors.

19.1.5 Use or permit anyone else to use the Property for any criminal, immoral or illegal purposes, including supply storage or manufacture of controlled drugs or other illegal substances, weapons or storing or handling stolen goods using the Property for prostitution or any other serious arrestable offence.

19.1.6 Carry out any act of Domestic Abuse at the Property on any person living at or visiting the Property. Appropriate action will be taken against any perpetrator.

19.1.7 Cause any environmental nuisance in your Local Area such as littering, dog fouling, graffiti, fly posting or fly tipping.

19.2 This Tenancy Agreement will be brought to an end upon any breach by You of clause 19.1.

Signed by the Tenant _____

Signed by the Landlord _____

HOUSING RECHARGE POLICY.

Introduction

This document sets out the recharge policy for tenants and licensees of Hinckley & Bosworth Borough Council. Recharging relates to both former tenants/licensees (in the form of void property recharges) and current tenants/licensees (in the form of repair recharges). It covers work carried out to council properties, including council garages and properties under their control as part of the Private Sector Leasing Scheme.

The purpose of this policy is to provide a consistent and transparent approach to recharging. It aims to encourage good tenant/licensee relations and discourage negative tenant/licensee behaviour and avoid damage to property, in alignment with what is expected in the private rented sector.

This document will ensure all housing stock is maintained and kept in a good condition, whilst reducing unnecessary costs to the Housing Revenue Account.

Objective

The objectives of this policy is to ensure we continue to work towards achieving our corporate aim to provide a thriving place to work and live. It sets out the principles of the council's approach to charging tenants/licensees for maintenance repairs that are not normally the responsibility of the landlord. It also creates a provision allowing the council to charge for pre-arranged appointments that have been missed.

Definitions

Where Hinckley & Bosworth BC undertake to carry out a repair that has become necessary as a result of damage caused wilfully or through accident or neglect by a tenant/licensee or a member of their family or an invited visitor to their home, the cost of the repair would be regarded as a 'Rechargeable Cost'.

Reasonable wear and tear within properties is expected. This will not be regarded as a Rechargeable Cost.

Landlord Responsibilities

As a landlord, Hinckley & Bosworth BC have certain responsibilities to maintain and repair our properties. These responsibilities are set out in the various Housing Acts, Landlord & Tenant Act 1985 and the Human Rights Act 1998, and are detailed in your tenancy agreement and supplementary pages of licence agreements.

Tenant Responsibilities

Tenants or licensees of Hinckley & Bosworth BC, also have responsibilities to maintain and carry out certain repairs to our properties. These responsibilities are set out in the tenancy conditions and supplementary pages of licence agreements. The conditions fit into three main areas of responsibility:

- Repairing and maintaining your home
- Alterations and home improvements
- Keeping your garden tidy

Rechargeable Costs

A rechargeable cost can arise in many situations. The following are examples and do not form an exhaustive list of where a rechargeable cost can arise:

- Repairs undertaken in an emergency on behalf of the tenant/licensee e.g. lock replacement due to fault of tenant such as lost or misplaced keys.
- Repairs needed due to damage or neglect caused during the tenancy/licence.
- Repairs for which the tenant/licensee is responsible, that the Council agrees to carry out. This will apply in circumstances such as where there are health and safety concerns and to prevent further damage, for example to carry out corrective work after a tenant/licensee has carried out poor quality or potentially dangerous alterations e.g. rewiring.
- Rectifying any alterations a tenant/licensee has made without the Council's permission, or which were not completed to an acceptable standard.
- Repairs to void properties that are necessary because of damage, neglect or poor workmanship by the former tenant/licensee or where non-standard alterations have been carried out.
- Recharging for items that are missing once a tenancy/licence has ended.
- Costs of cleaning and clearing the property, garden, sheds or outbuildings if left in an unsatisfactory condition at the end of your tenancy.
- Cost of clearing a garden where the tenant has refused to maintain their garden in accordance with the tenancy agreement.
- Repairs caused by malicious damage which has not been reported to the Police, or has not been classed as a crime by the Police, e.g. wilful damage caused by tenants/licensees, their visitors or pets to any part of the home through an act of violence or mistreatment.
- Repairs caused accidentally by tenants/licensees, their visitors or pets, e.g. Something has dropped into the bath causing it to crack or doors have been pulled off their hinges.
- Repairs caused by criminal damage by the tenant/licensee or their visitors which has been classed as a crime by the police.
- Repairs and/or improvements requested by a tenant (excludes licensees) that are not normally the responsibility of the landlord.

Standards expected upon finishing a tenancy/licence

Before the tenant/licensee hands in the keys to their property the following standards are expected. Should this be adhered to, rechargeable costs are unlikely to be incurred.

The property should be completely cleared of all personal belongings and rubbish including:

- All furniture, carpets, white goods, curtains and blinds.
- All built-in cupboards, sheds, garages, roof spaces etc. must be cleared.
- All rubbish should be removed from the property including the garden and disposed of correctly.
- Any ponds created are removed and filled in.
- Any sheds or greenhouses that are in a poor condition must be removed.
- Any structural or other alterations that have been made without prior consent or done to an unacceptable standards must be removed.

Where acceptable alterations/installations have been made to the property by the tenant (such as the installation of a shower, shed or garage) these may remain in the property. Proof of permission for this work may be requested however. Where alterations/installations carried out are deemed acceptable there will be no recharge incurred to the tenant/licensee.

If permission was not granted and/or the alteration or installation is in a poor condition or in need of repair or replacement the tenant/licensee will be recharged for any works to rectify the problem if not rectified by the tenant/licensee before the end of the tenancy/licence.

In some situations the tenant may wish to leave carpets, curtains etc. If the council is satisfied with the cleanliness and standard of the items, discretion can be used as to whether or not the items can be left in the property.

Where the tenancy is terminated because of the death of the tenant any re-charges will be applied to the estate of the deceased.

Exceptional Circumstances

Hinckley & Bosworth BC will assess each case individually depending upon circumstances. When assessing each case, account should be taken of:

- Whether a tenant has been a victim of racial and/or sexual harassment, domestic violence or anti-social behaviour and has a crime reference number
- Whether the tenant has reported an incident to the police and has been given a crime reference number (i.e. break in)
- Whether a tenant's vulnerability because of factors such as age, disability etc make it unreasonable for them to pay
- Where a tenant has died and there are insufficient funds in his or her estate to pay the recharge costs.

Waiving of recharge costs will be at the discretion of the Chief Officer or other delegated officer.

COUNCIL TENANCY SUCCESSION POLICY

1 INTRODUCTION

- 1.1 When a Council tenant dies it may be possible for a husband/wife/civil partner, or other family member to take over the tenancy – this is known as a succession. The rights of tenants to succeed to a secure tenancy are laid down in section 87 of the Housing Act 1985.
- 1.2 The Localism Act 2011 section 160 has introduced new legislation which redefines who can succeed to a secure tenancy. This limits the people who can succeed to a tenancy unless a landlord specifically permits succession to others as part of its tenancy agreement. The changes are not retrospective and can only take effect for new tenancies after April 1st 2013.

2 THE RIGHT TO SUCCEED – ALL SECURE TENANCIES

- 2.1 There can only be one succession to a secure tenancy, so if the deceased tenant was themselves a successor to the tenancy, there are no further succession rights in law. The Council does have a discretionary succession policy set out in 4 below.
- 5.2 Certain conditions must be met to allow a succession to take place. These are:
- The deceased tenant must have been using the property as their won home before their death.
 - The person wishing to succeed to the tenancy must be a spouse/civilpartner or one of the family
- 5.3 A successor fulfilling the requirements to succeed automatically becomes the tenant and therefore succeeds to all the responsibilities, liabilities and duties of the tenancy including the obligation to pay rent.
- 5.4 Where more than one family member has succession rights, it is expected that the family will decide who should succeed to the tenancy. Where they are unable to agree, the council will make the decision.
- 5.5 The successor succeeds to the tenancy, not the property. A successor who is the joint tenant, spouse or civil partner of the deceased will not be requested to move to a different property. There may however be instances where any other successors may not be offered a tenancy at the same property.
- 5.6 Moving to a different property.
- 5.6.1 Where it is decided to request that successor moves to a different property, the Council must start legal proceedings no earlier than 6 months and no later than 12 months after the death of the tenant, or, with the court's permission, after the date the Council became aware of the death of the tenant.
- 5.6.2 Deciding whether a successor should be asked to move will be made by the Council on a case by case basis. A decision to ask a successor to move will usually be (but is not restricted to) because:
- a property will be underoccupied by the successor by more than one bedroom;
 - the property is designated for older people;
 - the property is adapted for a person with a disability.

- 2.5.3 The following factors will also be considered in making the decision:
- Whether a suitable alternative property is available;
 - Whether the successor meets the requirement for an older persons or adapted property;
 - Whether the successor has a health or disability concern which would make a move to an alternative property undesirable.
- 2.5.4 Where a succession is granted, but the successor is required to move to more suitable accommodation, the successor will be given management priority on the Council's housing register to assist them to move quickly.

6 THE RIGHT TO SUCCEED – WHO QUALIFIES.

- 3.1 Tenancies signed up on or before 31st March 2013.
- 6.2.1 These rights apply to people who were signed up for an introductory tenancy before 31st March 2013, or whose introductory tenancy was converted to a secure tenancy before 31st March 2013.
- 6.2.2 Where a tenant dies the legal title to the tenancy can pass to a successor in the following order of priority:
1. A joint tenant;
 2. The tenants spouse or civil partner, if they were living in the property at the time of the tenants death;
 3. The tenants common law partner, parent, child, grandparent, grandchild, brother, sister aunt, uncle, nephew or niece, including step, adoptive or half-blood relations who have resided at the property for at least 12 months prior to the date of death and remains there at the time of death.
- 3.1.3 A tenant whose tenancy agreement began before 31st March 2013, who later transfers to another property under a secure tenancy, will keep their original succession rights as set out above.
- 3.2 Tenancies signed up on or after 1st April 2013.
- 3.3 Where a tenant dies the legal title to the tenancy passes to a successor in the following order of priority:
1. A joint tenant;
 2. The tenants spouse or civil partner. In this case a cohabitee is considered to have the same status as a spouse or civil partner.

4 DISCRETIONARY SUCCESSIONS

- 4.1 The Council may at its own discretion, consider a request to grant a discretionary succession to a tenancy. Discretionary succession rights are detailed in the tenancy agreement and apply to:
- child, brother, sister, including step or adoptive who have resided at the property for at least 12 months prior to the date of death and remains there at the time of death.
- 4.2 The Council will consider each case on its own merit, but key factors in deciding whether to grant a discretionary succession will be:

- Whether the person would qualify for the property under the normal housing application procedures;
- Whether the person would be considered as in priority need under the homelessness legislation.

5 WHERE NO SUCCESSION IS PERMITTED

- 5.1 Where a tenant has died, and there are other people still resident in the property who are not entitled to succeed to the tenancy, the Council will proceed as follows:
1. The Council will investigate whether it is appropriate to consider one of the occupants for discretionary succession;
 2. If this is not possible, the Council will investigate whether the occupant is in priority need under the homelessness legislation.. If that is the case, the Council will assist the occupant to apply to join the Council's Housing Register, and a reasonable time (not less than 3 months) be given to bid for suitable properties. If no bids have been made during this time the Council will make a forced offer on the occupant's behalf. If this is refused, the Council may serve notice to commence eviction proceedings.
 3. For people who do not fall into any of the above categories, the Council will give all appropriate advice and assistance to the occupant to find suitable alternative accommodation. This will include, but is not restricted to, liaison with the Private Sector Leasing scheme to identify opportunities to rehouse the occupant through this route. After 28 days, the Council will serve notice to commence eviction proceedings to return the property into the housing stock.
- 5.2 If options 2 and 3 are being considered, whilst the occupant is still resident in the property, the Council will grant a Use and Occupation licence to allow the Council to collect income from the property. This licence does not constitute a tenancy and this will be made clear to the occupant.

Appendix 4

TENANCY AGREEMENT CONSULTATION FEEDBACK

The new tenancy agreement consultation took place from 18th August to 15th September 2014. 27 written responses were received from tenants and 22 responses were taken over the phone or in person. Consultation meetings were held with Together for Tenants (T4T) and two further meetings were held in Thornton and at the Hinckley Hub. In total 28 tenants gave feedback in this way. Five members of staff gave written comments. This document provides a summary of the issues raised under each section with possible actions identified.

Section comments	ACTION
<p>SECTION 2 - INTRODUCTION Two tenants expressed concern about being told to consult at solicitor. T4T suggested change of language to <i>may wish to</i> and asked that 2.6 and 2.7.1.5 be put into plain english.</p> <p>General - Several tenants were concerned that their tenancy would restart with the new agreement when they had been tenants for years, clarification was provided and should be included with the final document. T4T asked for it to be clearer that most tenants are secure tenants and will remain so.</p> <p>2.4 Officers suggest adding, <i>including when one tenant leaves the property</i></p> <p>2.7 Officer queried whether Fixed term flexible tenancies and licenses for the hostel should be mentioned.</p>	<p>Agreed</p> <p>Include with letter</p> <p>Agreed</p> <p>Not required</p>
<p>SECTION 3 - RENT What is set-off? T4T request plain English. 3.7 – use <i>may not will</i> (apply discretion re under-occupancy charge?). Several tenants and staff noted that rent is often paid monthly not weekly. 3.1 SC query - rent is normally paid in arrears? 3.3 Suggestion to add.. <i>upon the council commencing legal proceedings</i>.</p>	<p>Implemented suggestions</p>
<p>SECTION 4 – USING THE PROPERTY Some tenants requested clarification of what was deemed a business, eg. Avon lady, self-employed tradesman? Residents at Thornton thought a guidance leaflet would be appropriate.</p>	<p>Give explanation on request</p>

<p>T4T suggest a section on using illegal drugs, (some people see cannabis use as like having a drink and set a bad example to neighbours and their kids).</p>	<p>This has now been added following consultation with legal.</p>
<p>SECTION 5 – WRITTEN NOTICES 5.3 T4T thought notices should be addressed to the person, not the property Two residents with Nuneaton addresses said it can take five days to get post, therefore queried delivery times for first class post.</p>	<p><i>To the tenant</i> added but other points are a legal norm. Advice taken from legal.</p>
<p>SECTION 6 – ENDING YOUR TENANCY T4T said 6.7 is too wordy and can be summarised. There were four requests to clarify what is meant by fixtures and fittings (seems to be used inconsistently)</p> <p>6.3 - KV said add that keys to sheds, outbuildings and entry fobs should be returned. (Non-returned items could be charged but needs a system. Eg. Peggs Close, sheltered schemes).</p> <p>6.10 T4T, Thornton residents and two other individuals were concerned that action could be taken to end tenancies while people were away or in hospital. Clive explained that investigations would be made before taking action. There was a query if this relevant if the rent is paid? Tenants in Thornton thought the requirement to notify Council was good, one tenant thought it was an intrusion of privacy.</p>	<p>Edited as suggested.</p> <p>Added as suggested.</p> <p>Point expanded to clarify that we will investigate. Combined with 6.9</p>
<p>SECTION 7 – THE COUNCIL’S RESPONSIBILITIES Tenants at meetings said that the council did not always fulfill these responsibilities. Tenants at all three meetings and six individuals pointed out contradictions and inconsistencies regarding commitments in 7.4 re external windows, drains etc and tenants responsibilities under 8.3.</p> <p>7.2 FS requested that we specify this does not include contents insurance. 7.3 T4T suggest deletion as it will make tenants think we don’t have insurance. However, they requested general information on what is insured by the Council under buildings insurance so that tenants can make an informed decision about their contents insurance.</p>	<p>Duplicated sections have been deleted and editing done to ensure consistency.</p> <p>Suggestions adopted with point added about content insurance. Advice on what is covered/not covered to be given separately.</p>

SECTION 8 - REPAIRS

The new agreement is perceived by many tenants to extend repairing responsibilities for tenants. Tenants at all three meetings raised this as did 14 additional respondents in writing or over the phone. Many think it is unfair.

Tenants at meetings, as well as several tenants writing and phoning in, were concerned that they would become liable for disrepair that was present when they moved into the property or was general wear and tear. T4T, Thornton meeting and six individuals raised this.

8.3 All meetings and 10 additional individuals thought that external windows and doors, door and window locks were the responsibility of the Council unless damage had been caused by the tenant. One mentioned that it should be covered by the buildings insurance. Other repairs responsibilities mentioned as being the Council's responsibility were: structural issues relating to condensation (raised at 2 meetings and by 6 individuals); lagging and insulation (6 individuals, staff request to clarify if this means wall and loft insulation); communal drains and sewerage (2 meetings, 3 individuals); bath and shower tiles and sealant (2 meetings, 3 individuals), electrical installations (2 individuals, staff request for clarification). Tenants also mentioned responsibility to maintain poor quality plasterwork (2 individuals, 1 meeting), cupboard catches and handles (kitchen)(2 individuals) and external sheds(2 individuals).

8.3 Delete as duplicated.

8.4 + 8.7 Tenants pointed out a contradiction with 8.4 Staff suggest that this specifies housing repairs.

8.7 Staff suggest adding *without our permission*

8.5 Clarification requested about fixtures and fittings – inventories are not normally given. There are contradictions in the way this is used although it is in the glossary.

8.3.9 Does insulation include roof and wall insulation?

8.9 Staff suggest referral to advice on this.

8.11 and 23 need clarification 8.26 What plan?

Now 8.2

Changes have been made to clarify that underlined issues are Council responsibility.

There are points about preventing blockages, damp etc relating to tenants responsibility. T4T meeting agreed this is now clearer.

Definition in first section remains. deleted if confusing. Point taken out.

Edited. Reference to plan deleted.

<p>8.5 Several tenants were concerned about becoming responsible for window keys they had not been given. FS also mentioned this.</p> <p>8.8 Five tenants wrote in about damp issues saying that they did their best to reduce condensation but there are issues in venting properties. T4T and the hub meeting asked for HBBC to share responsibility when there is a lack of ventilation due to design and to give guidance on what is expected. One staff suggested tenants are given advice on this and another said to include an instruction not to cover air vents (which she says happens a lot).</p> <p>8.11 Staff and tenants queried this in relation to maintenance of non-battery fire alarms and extractor fans (see 10.12).</p> <p>8.12 Several tenants said it was the Council's responsibility to unblock drains, particularly communal drains.</p> <p>8.15 Two tenants and all meetings questioned the requirement to remove ice and were worried about being sued if someone fell. Clive clarified that this was unlikely to happen. T4T suggest that ice is removed.</p> <p>8.18 T4T suggest "you may only fit one small satellite or aerial" instead of requiring everyone to seek permission for something that is standard.</p> <p>8.25 Duplicates section 7.</p> <p>8.26 Several tenants requested clarification about responsibility for garden fences and did not have a plan (no-one seems to have them except for burbage). FS also say this needs clarification. (Internally, housing officers say it's up to the tenants to agree, repairs say tenants should maintain the right hand side).</p>	<p>Point taken out of 8.3. 8.6 is still in and is about them keeping keys they are given safe. <i>We will address structural issues</i> added. Also refer to advice added.</p> <p><i>Installations</i> taken out</p> <p>Ref to remove blockages deleted. Now refers to prevention only. Ref to ice deleted.</p> <p>Suggestion added.</p> <p>Clarified at point 7.5</p>
<p>9.1 Several tenants and staff members pointed out that repairs are phoned in or emailed. Writing would be a lengthy process.</p>	<p>This has been changed.</p>
<p>10.0 Several tenants and staff members pointed out the duplication between sections 8 and 10 and suggested editing to one section.</p>	<p>Editing done.</p>

<p>10.5 Staff commented that distinction between boundary and garden fences needs to be clearer</p> <p>10.6 One tenants in William Illiffe street says they have reported repairs to outbuildings but never had any done. What does when it is economic mean? Does this mean we don't maintain them?</p> <p>10.9 +10 See points made for 8.8. Merge points/sections. See query re repairs responsibility for structural issues.</p> <p>10.13 Should be legal action? (what is immediate action – breaking in ?)</p> <p>11.1 T4T asked that identity cards be enforced for contractors as you feel you are offending them if asked and they are inconvenienced because they are always in the van. Staff suggestion to provide a contact number if unsure (eg. call centre).</p> <p>11.5 Several tenants thought that the Council should also be required to keep appointments and should have a compensation policy for not turning up.</p> <p>11.9 Several residents were concerned that they were not able to move items and may be recharged if workmen do it for them. They and T4T asked that discretion be applied and help be given to more vulnerable residents. T4T suggest rewording this section. Tenants were also concerned that they could not refit carpets etc.</p> <p>11.12 Housing Officers are not aware of a claim form, this needs to be implemented/advertised.</p> <p>11.15 Two tenants raised the issue of compensation for damage to décor and said they had been told it was their responsibility. T4T asked that costs of quality wallpaper be taken into account. Two tenants asked for the complaints and compensation policy to be made clearer.</p> <p>11.16 One tenant at the Hub meeting said that tenants should be able to get essential repairs done themselves and recharge repairs.</p>	<p>See point 7.5 Now 7.6 Discussed with legal, option to remove needs to stay. Changed. Mentioned to Julie and Ian. Ref to Customer Services added. No action.</p> <p>Clarified help will be given if notified.</p> <p>Ref to form taken out. Discussed with legal. No action.</p> <p>Discussed with legal. Information on right to repair available.</p>
<p>13. PROPERTY EXCHANGE</p> <p>13.2 Following query from Valerie Bunting, should be changed to if: you and the other tenant have a secure or assured tenancy.</p>	<p>Now section 11. Changed</p>
<p>16.3 Contradicts earlier point about residents being responsible, therefore confusing.</p> <p>HEALTH AND SAFETY</p>	<p>Deleted.</p>

<p>17.1.2 T4T and two individuals said that they used barbecue and lawnmower flammables in small amounts and said that this should be allowed. T4T suggestion to add <i>inside</i> the property.</p> <p>17.1 T4T felt advice should be given on contacting the fire service for installation and maintenance of fire alarms for residents that could not do it themselves and there should be something included on carbon monoxide monitors. SC suggested giving regularity for testing.</p> <p>17.2 Four elderly residents asked about storage of scooters outside of the property where there is no scooter shed as they have already made arrangements to do so. HOs said this point needs flexibility/clarification.</p>	<p>Now section 15. <i>Inside</i> added.</p> <p>Advice added.</p> <p>Wording change. Advice to speak to HO added.</p>
<p>18. ANIMALS</p> <p>Several residents were concerned that they had more than one pet and that verbal permission given would be withdrawn or they would have to get rid of a pet.</p> <p>18.1.1 KV – does this include shared or communal gardens or private only? Needs to be included in allocations policy if we can't allocate to people with more pets than this. Currently a grey area re permissions.</p> <p>18.1.2 SC suggestion to add <i>or any subsequent legislation to be produced.</i></p>	<p>No changes but explanation will be given in second letter.</p> <p>Shared. Need to check consistency.</p> <p>Added.</p>
<p>GARDENS</p> <p>19.1 FS – suggest more info on what clean and tidy means.</p> <p>19.5 T4T asked that this be reworded to allow for flexibility on minor changes and improvements.</p> <p>19.11 SC suggestion to require consent for bonfires.</p>	<p>SS said not necessary. Could be in leaflet.</p> <p>Without permission added. No action.</p>
<p>VEHICLES</p>	

<p>20.1.2 Four individuals and residents at two meetings said that they should be allowed to keep small vans/camper vans, not just cars and it was pointed out that most cars weigh more than a tonne. T4T asked that this be changed to include small vans especially as this may be linked to employment.</p> <p>20.1.15 T4T suggest adding <i>other than in exceptional circumstances (to cover illness etc)</i>.</p> <p>20.2 FS request to clarify what is a standard design.</p>	<p>Small vans added.</p> <p>Without permission added. No action.</p>
<p>21. ANTI-SOCIAL BEHAVIOUR</p> <p>21.1.1 One tenant wanted clarification on what is reasonable noise (thin walls in property)</p> <p>21.1.5 T4T and staff felt that this should include drug use in the property.</p> <p>21.1.6 One tenant and the hub meeting said that this may prevent victims of domestic violence reporting it for fear of breach of tenancy.</p> <p>21.2 Explain determine by adding (<i>ie. be brought to an end</i>) or just replace it.</p>	<p>To be given on request.</p> <p>Not in this section as unenforceable. Included under 4.</p> <p>Added action will be taken against perpetrator. No action.</p>
<p>CONFIRMATIONS</p>	
<p>There were several positive comments that the Council is tightening up on anti-social behaviour and the upkeep of gardens. 33 tenants signed and returned the agreement indicating consent. They were phoned to explain the process and told to refer to their existing agreement until a final document was produced.</p>	
<p>PRESENTATION ISSUES</p>	
<p>T4T, some tenants and two members of staff said the document was too long and wordy and the two repairs sections contain a lot of duplication and contradictions (specifics were given). Several tenants noted that use of the Council or Us/We was inconsistent. T4T felt that capitals for Us/We is patronising. Two members of staff thought the document should not contain pictures. T4T thought that the signature sheet and glossary should be at the back to make sure the document was read. They were also</p>	<p>Edited down to combine repairs section, some language simplified (reviewing specific comments). Use of Us/We discussed with Emma</p>

<p>concerned that tenants had the document explained to them on sign up and that it be made available on the website for early consideration.</p>	<p>and agreed that it stays but make more consistent.</p>
<p>REQUIRES CLARIFICATION</p>	
<p>Tenants in sheltered housing schemes were unclear where items related to them, eg. upkeep of gardens and doors and windows in communal areas.</p> <p>Staff requested clarification about how recharges will be implemented. T4T said that recharges rates would need to be available and advertised to implement this fairly.</p>	<p>No action, advice through schemes.</p> <p>Supporting procedures to be developed.</p>

COMMENTS ON THE RECHARGE AND SUCCESSIONS POLICIES.

RECHARGE POLICY

There were very few comments and those that did comment were positive about tenants being recharged for damage etc. 1 tenant said they should not have to pay for damage they caused by accident. There were some concerns from elderly and disabled tenants about not being able to maintain their gardens and one tenant requested a low-cost scheme to help. T4T made some minor points regarding language and said that there would have to be a published schedule of costs of what will be charged on implementing the policy.

SUCCESSION POLICY

Very few comments, none negative. Two tenants said that it had reassured them about what would happen to adult children if anything happened to them.