

Tenancy Agreement changes

This document sets out the changes to the tenancy agreement, the reason for the changes and the effect they will have on you (the tenant).

Generally the issues covered by the new tenancy agreement are the same as the issues covered by your current tenancy agreement. However, we have added four new clauses which are the responsibility of Brighton & Hove City Council and nine further tenancy conditions on the part of you the tenant. We have also added a new section for seniors and extra care housing. Extra care housing is similar to Seniors Housing but with social care provision on site.

In some cases we have used different wording in order to make it easier to understand. We have also changed the layout of the agreement so that it is now set out in a clearer manner. It is split up into the following sections:

- **Welcome to your new home**
- **Contents page**
 - **Section 1 Introduction**
 - **Section 2 Your rent and other charges**
 - **Section 3 Repairs, maintenance and improvements**
 - **Section 4 Living in your home**
 - **Section 5 Being a good neighbour**
 - **Section 6 Seniors and extra care housing**
 - **Section 7 Ending your tenancy**
 - **Section 8 Your rights**
- **Your Tenancy Details**

To make it as clear as possible the information is listed in the same order that sections and clauses appear in the new tenancy agreement. It also includes and identifies the new sections as well as new content which do not feature in your current tenancy agreement. Shown in brackets next to each new clause number is the clause number from your current tenancy agreement.

We have also produced a longer version of the changes and this document outlines what each clause says in your current and the new tenancy agreement. If you would like to receive a copy of this document, please download it from the council website at www.brighton-hove.gov.uk/council-housing or contact the Housing Customer Services Team.

Throughout sections of the new tenancy agreement we have referred you to the Tenant Handbook and the Repairs & Improvement Handbook for more detail and information. To view these documents, please go to www.brighton-hove.gov.uk/council-housing.

General layout

We have added more sections, subheadings and changed the layout of the agreement so that it is now laid out in a clearer, easier to read manner.

Welcome to your new home

We have separated the existing introduction pages into the following sections:

- Welcome to your new home
- Contents page
- Section 1 - Introduction

Welcome to your new home

This page has been updated and includes additional information to confirm that this agreement is an important legal document. We have also added additional guidance for you if you have any queries on your tenancy.

Type of tenancy

We have made minor changes to the wording clarifying what type of tenancy you have.

Contents

We have now separated the contents page from the Introduction section and given it its own section. We have listed all the section headings, included subheadings and page numbers so that you will now be able to find the information you need more quickly.

Section 1 – Introduction

We have given 'introduction' its own section heading.

We have updated the introductory paragraph so that it now includes 'as a council tenant you have a number of legal rights including the rights to see your personal housing file'.

The right to see your housing records.

We have moved this part to Section 8 Your Rights, clause c and have added additional wording to confirm that the Housing Act 1985 gives you the right to be given details of the information we recorded as being relevant to your application for accommodation. We have also added the contact details of the Data Protection Officer.

Data Protection & Information sharing statement.

We have moved this statement from Section 5 of the existing agreement and changed the title to include data protection & information sharing. We have also updated the statement so that it is now aligned with the overall council Privacy Notice.

Tenancy conditions

We have expanded the definition on tenancy conditions, and moved information on 'The right to be consulted' to a new Section 8 – Your rights Clause b.

The right to be consulted.

We have moved this information to Section 8 – Your rights, Clause b.

Section 2 – Your rent and other charges

(Section 1 of the current agreement)

Our responsibilities

2.a (1.1)

We have removed the last sentence of this clause which advised we will tell you in writing when your weekly rent and charges change as this is written in clause 2.b.

2.b (1.2)

We have added additional wording to this clause to confirm that we may increase or reduce your rent and other charges. If this is going to happen we will give you at least four weeks' notice in writing after which the changes in your rent will be implemented.

2.c (1.3)

This clause has not changed.

Your responsibilities

2.d (1.4)

We have expanded this clause to include Seniors intensive housing management and gardening as examples of other charges you might have to pay for.

2.e (1.5)

We have made minor changes to the wording of this clause to clarify that if you have a joint tenancy, each joint tenant is responsible for paying 'all of 'the rent, other charges and any outstanding arrears.

2.f

This is a new clause which confirms that if you do not pay any amount you owe us when it is due, we may serve you notice that we will apply for a court order to regain possession of your home. If we do this you will normally have to pay our legal costs and court fees on top of the full amount you owe us.

2.g (1.6)

We have made some minor changes to the wording of this clause to clarify that you must pay any housing debt accrued from previous tenancies you have held with us in accordance with any repayment agreements. The consequences of non-payment are included in the Tenant Handbook.

Section 3 – Repairs, maintenance and improvements (Section 2 of the current agreement)

We have changed the title from Repairs and improvements so that it now includes the word maintenance. We have also added a subheading which explains your responsibilities regarding access to your home.

Our responsibilities

3.a (2.1)

This clause has been amended. We removed the word 'good' to confirm that we are responsible for keeping the listed examples 'in repair' and working order, to reflect the Council's obligations under the law. We also have removed the words 'good state of repair' to confirm that we will if you live in a flat, we will keep the shared areas clear and service installations clean and in a reasonable state of repair. We have also included additional examples of what we are responsible for keeping in repair and working order.

3.b (2.2)

We have made a minor change to this clause.

3.c (2.3)

We have reworded this clause to confirm that we will keep communal grounds and landscaped areas "reasonably" clear and tidy.

3.d

This is a new clause which confirms that we will insure the structure of the building and our fixtures and fittings against loss or damage caused by certain risks. Also that you are responsible for insuring your contents and belongings in your home.

3.e

This is a new clause which confirms we will carry out repairs we are responsible for within a reasonable time, giving priority to emergency repairs.

3.f

This is a new clause which confirms we must carry out certain urgent or 'qualifying' repairs within a set time. If we do not complete them within certain time you may have the right to do the work yourself and charge us for the work.

Your responsibilities

3.g (2.8)

This clause has not changed.

3.h (2.9)

We have made some minor changes to the wording of this clause including replacing the words 'guide to repairs' to Repairs & Improvement Handbook.

3.i

This is a new clause which confirms that you must keep your home adequately ventilated to ensure that you do not cause condensation. You are responsible for the treatment of mould and/or condensation caused by lack of ventilation and heating.

3.j (2.5 – Your rights)

We have moved this clause from 'Your rights' and reworded it to confirm that you must get our written permission before you carry out improvements or alterations to your home and clarified how you should apply.

3.k

This is a new clause which clarifies that you and anyone living with or visiting you must not interfere with any fixture or fittings for electricity or gas supplies.

3.l

This is a new clause which confirms that you must take reasonable precautions to prevent flood damage from water leaks in your home.

3.m (2.12)

We have summarised and reworded this clause to clarify that if you live in a flat or a maisonette above the lowest floor level you must put down a suitable floor covering, with adequate underlay or insulation underneath and that we will normally refuse permission for hard surface/solid wood/laminate flooring if you live in a flat or a maisonette above the lowest floor.

3.n (3.11 – Your responsibilities)

We have moved this clause from 'Living in your home' section and expanded the wording to clarify that in houses and bungalows, you may use the loft space for storage at your own risk. The loft space must not be used in flats for storage or living space. You must allow us access to carry out fire risk assessments and to complete any repairs.

3.o

This is a new clause which confirms that if your property has solar panels systems fitted you must avoid storing goods around/near the power inverter units located in the loft space or in the airing cupboard. You must inform us if any power generation is interrupted or stops.

3.p

This is a new clause which confirms that you will normally be responsible for maintaining the fences between your garden and that of your neighbour.

3.q (2.13)

This clause remains mainly unchanged except we have removed the reference to the 'tenant handbook'.

Access to your home

We have created a new subheading which includes clause 3.r and 3.s

3.r (2.10) – Access to your home

This clause confirms that under the Gas Safety (Installation and Use) Regulations 1998 how we can access your property and have extended the examples when we require access to your home. This means that if we have given you notice and you have not provided access for a gas safety check we will force access to your home but will make sure we leave your home secure when we leave.

3.s (2.11)

We have reworded and extended the examples in this clause to confirm that in an emergency, and if we think there is a risk to your home, other properties or that people are in danger we will authorise immediate access to your home.

Section 4 – Living in your home

(Section 3 of the current agreement)

Our responsibilities

4.a (3.1)

We have made some minor changes to the wording of this clause.

Your rights (3.2)

We have moved the clauses from 'Your right to live in the property' and, 'The right to manage' of the current agreement to Section 8 – 'Your rights' of the new agreement.

4.b

This is a new clause which confirms that we will not interfere with how you use your home as long as you keep to the conditions of this agreement.

Your responsibilities

4.c (3.9)

We separated clause 3.9 between Section 4 (clause 4.c) and Section 7 (clause 7.l and clause 7.m) of the new agreement.

We have expanded the wording on clause 4.c to confirm if you are a joint tenant at least one of you must live in your home as your only or main home. If you do leave your property you must provide us with a forwarding address and telephone number.

4.d (3.10)

We have expanded the wording on this clause to confirm that you must inform us in writing if you are, or expect to be, absent from your home for 28 days in a row or more. You must confirm the arrangements you have in place whilst away for rent payment and looking after the property.

4.e (3.8)

We have reworded this clause to confirm that you can use your home to run a business as long as we give you our permission in writing and the business does not cause a nuisance or annoy your neighbours or damage the property.

4.f (4.17)

We have separated this clause into two (clauses 4.f and 4.g). Clause 4.f confirms that you will need to notify us if you or a member of your household needs to store oxygen cylinders in your home for medical purposes. This is because these are potential fire hazards.

4.g (4.17)

We have split this clause into two (clauses 4.f and 4.g). Clause 4.g confirms that you must not keep any portable oil or bottled gas appliances in your home and clarifies which dangerous or flammable items can be kept. This is also a safety issue.

Tenancy Fraud

This is a new subheading which includes clause 4.h.

4.h

This is a new clause which confirms that you and anyone who lives in your home must not commit tenancy fraud or attempt to commit fraud in respect of your tenancy. This includes unlawful subletting, and/or sub-letting for profit, committing benefit fraud and knowingly making a false statement or withholding information in order to obtain a tenancy.

Purchasing another property

This is a new subheading and includes one new clause 4.i

4.i

We have added this new clause which confirms that during your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own or inherit a residential property or have another lease or tenancy.

Lodgers and sub tenants (secure tenants only) - (3.3-Your right to take in lodgers (secure tenants only)

This is a new heading and includes two clauses 4.j and 4.k

We have moved 'Your right to take in lodgers (secure tenants only)' heading to Section 8 – 'Your rights' and include a summary of clause 8.i

4.j (3.3 - Your right to take in lodgers (secure tenants only)

We have made some minor changes to the wording of this clause.

Your right to sublet part of your home (secure tenants only) - 3.3)

We have moved this heading to Section 8 – Your rights and summarised clause 8.j.

4.k (3.4 – Your right to sublet part of your home (secure tenants only)

We have made some minor changes to the wording of this clause.

4.l (3.5) -The right of assignment / the right to exchange

We have made some minor changes to the wording of this clause which confirms assignment now requires with our written permission although this will not be unreasonably refused by law.

Section 5 – Being a good neighbour

(Section 4 of the current agreement)

Our responsibilities

5.a (4.2)

We have simplified and updated this clause to remove outdated examples and the definition of harassment has now been included in clause 5.g within the section.

Your responsibilities

General nuisance and behaviour

We have added a new subheading called 'General nuisance and behaviour' and included clauses 5.b and 5.c.

5.b (4.3)

We have made some minor changes to the wording of this clause which includes any council office as an additional example.

5.c (4.4)

We have expanded the number of examples in this clause to include excessive television noise, illegal drug use and excessive DIY noise.

Parking

This is a new subheading which includes three clauses (clauses 5.d, 5e and 5f).

5.d (4.14)

We have made some minor changes to the wording of this clause to confirm that you or anyone living with you or visiting you must not store vehicle or vehicle parts in your garden.

5.e (4.13)

We have made some minor changes to the wording of this clause and have included a requirement that you must not dispose of oil-based paint down the drains.

5.f

We have made some minor changes to the wording of this clause which prevents the parking on shared driveways blocking access or causing a health and safety risk.

Harassment

We have added 'Harassment' as a new subheading and it included clauses 5.d, 5.e and 5.f.

5.g (4.5)

We have made some minor changes to the wording of this clause to confirm that disability also includes mental health conditions and replace 'colour' with 'ethnicity/race'. The clause expands on the definition of harassment to include behaviour such as stalking, the displaying of offensive notices, the use of offensive/abusive communications via social media and by other communication, and the use of the property as a platform for radicalisation/broadcasting hate messages.

5.h (4.7 and 4.8)

We have combined two clauses (4.7 and 4.8) into one clause (5.h) and added a new example. The additional example confirms that you are not permitted to supply or offer to supply illegal drugs to someone else or to allow someone else to do so or possess these drugs with the intention of doing so.

5.i

This is a new clause which confirms that you or anyone living with you or visiting you must not keep firearms and other weapons or ammunition in your home, unless you are legally entitled to keep them and you have our permission in writing to keep them. If you have a legal firearm you must use and store it as set by law.

Domestic violence and abuse

We have added a new subheading under this section titled 'Domestic violence and abuse' which includes clause 5.j.

5.j (4.9)

We have included financial abuse as an additional example in this clause.

Violence

We have added 'Violence' as a new subheading with one clause (5.k).

5.k (4.6)

We have made some minor changes to the wording of this clause.

Pets and other animals

We have added a new subheading under this section called 'Pets and other animals' and included clauses 5.l, 5.m, 5.n and 5.o.

5.l (4.15)

We have separated this clause into three (clauses 5.l, 5m and 5.o) and added some additional wording. Clause 5.1 now clarifies that permission will be required for each animal in line with our agreed Pets Policy.

5.m (4.15)

We separated clause 4.15 into three clauses (clauses 5.l, 5m and 5.o). We have reworded clause 5.m to clarify that your pet(s) must not annoy or frighten other people, nor must you allow your pet to foul shared areas. We clarify that if nuisance occurs, we will normally withdraw our permission for you to keep your pet.

5.n (4.15)

We have separated animal cruelty from 4.15 and given it its own clause which confirms that we may take action against you if you are found guilty of cruelty or neglect towards your pet.

5.o (4.16)

We have made some minor changes to the wording of this clause and replaced the word 'neighbourhood' with 'shared areas'.

Shared areas

'Shared areas' is a new subheading which has been added to this section and we have included clauses 5.m, 5.n, 5.o and 5.p.

5.p (4.11)

We have split this current clause into two clauses (5.p and 5.q) and made some minor changes. Clause 5.p now confirms that you or anyone living with you or visiting you must co-operate with us and your neighbours to keep any shared areas clean and tidy.

5.q (4.11)

Additional wording had been added to this clause to clarify that you must contact us before purchasing each and every mobility scooter, in order to obtain permission and to discuss safe storage options. It also outlines your responsibility in storing any scooters and any action we will take if permission was not granted.

5.r (4.19)

This clause remains unchanged.

5.s (4.10)

We have made some minor changes to this clause.

Gardens

We have added a new subheading for 'Gardens' which includes one clause (clause 5.t).

5 t. (4.18)

We have made some minor amendments to the wording on this clause.

Section 6 – Seniors and extra care housing

This is a new section (and clauses) of the agreement and it only applies to Senior's and extra care housing tenants, and is in addition to all other conditions of tenancy.

Our responsibilities

6.a

This clause clarifies our responsibilities to your wellbeing. It confirms that if you do not respond to the wellbeing call service (at least once per week) we will seek to make contact with you to check on your wellbeing.

6.b

This clause confirms that we will carry out a fire drill at least once per year.

6.c

This clause confirms that we will offer you the opportunity of attending a scheme meeting at least four times per year.

Your responsibilities

6.d

This clause confirms that you must use any communal facilities outlined within the guidelines of the scheme.

6.e

This clause confirms that you must tell us if you need additional support to help maintain your independence.

6.f

This clause confirms that you should engage with support offered to you where this is necessary or recommended to help support your tenancy.

6.g

This clause confirms that you must tell us if you are going away for more than one week.

6.h

This clause clarifies that you must not misuse the community alarm equipment and you must allow access to your home in order to test alarm equipment each quarter or when required.

6.i

This clause confirms that you must accept that Seniors housing staff or on site care staff (Extra Care Schemes) can enter your home where they have a serious concern about your wellbeing.

6.j

This clause confirms that you must report to the Scheme Manager if you have reason to believe someone else is using your home for criminal or illegal purposes such as drug dealing.

6.k

This clause clarifies what you must do with your keys and pendant alarms when your tenancy ends.

Section 7 – Ending your tenancy

(Section 5 of the current agreement)

When you decide to end your tenancy

7.a (5.1)

We have separated this existing clause into five clauses (7.a, 7.b, 7.c, 7.d and 7.e). We have made some minor amendments to the wording and added one new clause.

Clause 7.a is a new clause and confirms that if you are a joint tenant, either tenant can end the tenancy by giving us notice, and the tenancy will end for both joint tenants. If you wish to prevent this then you will need to take independent legal advice.

7.b (5.1)

This clause has changed to confirm that your tenancy will normally end on a Sunday.

7.c (5.1)

We have made a minor amendment to the wording on this clause.

7.d (5.1)

We have added additional wording to this clause to confirm that if you return your keys later than stated you will have to pay the full charges for the property until the end of the week in which you return them.

7.e (5.1)

We have added additional wording to this clause to confirm how and when you should return all the keys that you have been issued with.

7.f (5.2)

We have made minor changes to the wording.

7.g (5.3 and 5.4)

We have combined clauses 5.3 and 5.4 and reworded to confirm that when you move out you must take all your belongings and rubbish with you, leaving your home, including any loft and garden in a clean and tidy condition.

7.h (5.4)

The wording on this clause has been expanded to confirm your responsibility and our responsibility for any belongings you leave in the property. It confirms that if you leave belongings in the property when

you move out we will remove the items that we have to store for one month and notify you that you must collect these items. If you do not collect the items we can then dispose of them and we will charge you our costs. We may also sell the items and deduct our costs.

7.i (5.5)

The wording on this clause has been expanded to confirm that you remain responsible for the tenancy until the council has obtained vacant possession from you.

When we want to end your tenancy

7.j (5.6) – Introductory tenants

We have split this clause between clauses (7.j and 7.k and 7.l).

We have updated the wording in Clause 7.j to confirm that if you are an introductory tenant and we want to end your tenancy, or extend it for a further six months we will give you a 'Notice of Proceedings for Possession' or a 'Notice of Extension' whichever is appropriate.

7.k (5.7) – Secure tenants only

We have reworded this clause to confirm that if we want to end your tenancy, we will serve a notice seeking possession before beginning possession proceedings and to make clear that less than four weeks' notice can be given if relying on grounds of anti-social behaviour.

7.l - Ending tenancies that are no longer secure (5.6 and 5.7)

We have combined information from clauses 5.6 and 5.7 to confirm how we can end your tenancy if you are an introductory tenant or secure tenant and no longer use your property as your only or main home.

7.m – (5.6 and 5.7) - Service of notices

Service of Notices is a new heading with information taken from clauses 5.6 and 5.7. It includes additional examples of how we can serve notices.

Death of a tenant

7.n – (5.8 -The right of succession)

We have updated the wording in this clause to confirm what rights apply if your tenancy began before and after 1 April 2012. We also confirm that after Chapter 6 of the Housing & Planning Act 2016 comes into force, all rights to succeed will be limited to a spouse, civil partner or co-habitee living with you (as if they were your spouse or civil partner). A new tenancy will be granted for a fixed term unless exceptions apply. The council will apply this law when it comes into force.

7.o (5.9 – Discretionary succession)

We have updated the wording to clause 7.o to confirm circumstances on discretionary succession.

7.p (5.8 – The right of succession)

We have made some changes to the wording on this clause. The clause makes clear that when a tenancy passes from a joint to a sole tenant this counts as a statutory succession.

7.q (5.8 – The right of succession)

We have made some changes to the wording on this clause . This clause makes clear that if the tenancy passed to you because the previous tenant died there can be no further statutory succession.

Section 8 – Your rights

This is a new section which provides a summary of your legal rights, under the Housing Acts of 1985 (as amended). We have taken information from other sections of the agreement and summarised them here so that you can find information more easily.

8.a (3.2)

Right to live in the property

This clause has been moved from Section 3 of the current agreement. There has only been a minor amendment to the wording.

8.b

Right to be consulted

We have moved this clause from the existing 'Introduction' page and there have been no changes.

8.c

Right to see your housing records

The 'Right to see your housing records' has also been moved to this new section from the current 'Introduction' page and there has been minor amendments to the wording.

8.d (2.4)

Right to Repair

This clause remains the same as in the existing agreement except we have removed reference to the guide to repairs.

8.e (2.5)

Right to make improvements (secure tenants only)

We have reworded this and given additional examples of improvements that you have the right to make to your home.

8.f (2.6)

Right to compensation for improvements

We have made minor changes to the wording.

8.g (3.6)

Right to buy (secure tenants only)

We have made minor changes to the wording.

8.h (3.7)

Right to manage

We have made minor changes to the wording.

8.i (3.3)

Right to take in lodgers (secure tenants only)

This is a summary of what is confirmed in clause 4.j of the new tenancy agreement.

8.j (3.4)

Right to sublet part of your home (secure tenants only)

This is a summary of what is confirmed in clause 4.k of the new tenancy agreement.

8.k (3.5)

Right of assignment / the right to exchange

This is a summary of what is confirmed in Section 4 Living in your home, Clause l. of the new tenancy agreement.

8.l (5.8)

Right of succession

This is a summary of what is confirmed in Section 7 Ending your tenancy, Clauses n. to q. of the new tenancy agreement.

Your Tenancy Details

Photographs of tenants

We have made some minor changes to this section including additional space for photographs.

By signing this agreement you are confirming the following:

We have updated this section for you to confirm that by signing this agreement you have read and understood the agreement and agree to the conditions set out. And that you are also confirming all information you have given us, and the information in your housing application form is true and has not changed. It also confirms examples of when we will take legal action against anyone that we discover has obtained a tenancy falsely.

