

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

Welcome to your new home

QA1. Overall do you agree or disagree with the changes under 'welcome to your new home' in the revised Tenancy Agreement?		Frequency	Percent*	Valid Percent**
Valid	Agree with all	352	57	61
	Agree with most	151	25	26
	Agree with a few	27	4	5
	Do not agree with any of them	12	2	2
	Don't know	38	6	7
	Total	580	94	100
Missing	No response	35	6	
Total		615	100	

* Number of responses excluding e.g. 'don't knows'

**Number of responses including e.g. 'don't knows'

QA2. Is there anything else you think should be included in the section 'welcome to your new home'?

Comment (verbatim)	Response
A check periodically to see the new tenant is following guidelines. Once after 3 months and one 9 months on. This is when all problems have surfaced, if any.	This is already in place through our Introductory Tenancy process.
Explain what a secure tenancy is under the Housing Act 1985 (as amended).	A secure tenancy is the usual type of tenancy granted by a local authority landlord. It is usually a life time tenancy. As long as the tenant lives there, the landlord can only take the tenancy back if the court grants an order for possession. A tenant enjoys certain rights set out in law. We will include an explanation of what a Secure Tenancy is under the Housing Act 1985 (as amended) in our review of the Tenant Handbook.
How are you supposed to know what type of tenancy you have unless	Everyone is told at the time of signing their tenancy. You are given a

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

you are told at the time of signing?	copy of the tenancy agreement which clearly indicates which type of tenancy you have. We will hold a copy of the agreement.
In the drive towards online/digital services, perhaps reword the contact options at the end of paragraph to "please go to www... or contact customer services" instead of other way around.	We have amended the wording on the Welcome to your new home section to 'Please go to www.brighton-hove.gov.uk/council-housing or contact the Housing Customer Services Team for further information'.
List of services, amenities, emergency services, disability. BHCC Council number/email address etc	The Tenant Handbook has a list of useful contacts which we hope you find helpful.
The sentence beginning "It is important ..." could perhaps come after the introductory sentence. Information regarding legal action by tenant or council would then all be together.	Thank you for your suggestion but we the council and the tenant service improvement group feel its best placed where it is presently.
QA3. Is there anything you think should be removed from the section 'welcome to your new home'?	
I realise there are reasons to keep such rules but I find it diminishing and patronising that I should be compelled to tell the Council when I go to hospital or if I will be away for a certain period of time.	As the landlord we may need to contact you in the event of an emergency/or to conduct a gas safety inspection. If you are away for a period of time neighbours might think you have left and the Council might be requested to take action against you. Therefore we need to know if you are going to be away for any length of time.
Joint tenancies, that if one joint tenant leaves the home, both tenants are responsible for the conditions until the tenancy ends. Not fair	In law joint tenants have joint responsibility for the terms and conditions of the tenancy. We are trying to make this clear even when one tenant leaves.
The part in H of 3. Repairs, maintenance and improvement needs to be looked at again. Council properties are not being brought up to standard before the new tenant moves in, and the bulk of council properties are in a poor standard. By putting the prospective tenant in the position of basically being forced to accept a property as is, council are at risk of being successfully challenged in court regarding this expectation. To bring my flat up to an acceptable standard will cost me £3850, which includes "minor repairs" to doors which are too big for the frames, but which council consider the tenant's responsibility. These things need to be clarified before tenancy is offered due to the fact that properties are being given to tenants in substandard decoration, and the tenants are then expected to effect the repairs.	We received a number of responses from residents that were not happy with the condition of properties when they moved in. When a move is as a result of a mutual exchange we will carry out checks on gas systems. For newly let properties we will carry out repairs to the council's lettable standard. Unfortunately this does not include decorating properties or providing carpets/flooring with the exception of the kitchen and bathroom.

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

1. Introduction

Q1a. Overall do you agree or disagree with the changes under 'introduction' in the revised Tenancy Agreement?				
		Frequency	Percent	Valid Percent
Valid	Agree with all	360	59	62
	Agree with most	146	24	25
	Agree with a few	30	5	5
	Do not agree with any of them	11	2	2
	Don't know	31	5	5
	Total	578	94	100
Missing	No response	37	6	
Total		615	100	

Q1b. Is there anything else you think should be included in the section 'introduction'?

Comment	Response
Doesn't actually mention 'Right to see your Housing Records' as mentioned in Summary of Changes. Should be mentioned under 'Data Protection & Information Sharing'.	We have noted your comments and will update the Introduction section to include the rights to see your personal housing file (as stated in Section 8.c of Your Rights).
Explain under what circumstances utility companies may have information.	We may supply utility companies with personal information at the start of the tenancy/ when a tenant has left leaving an unpaid utility bill. Information is contained within the tenancy agreement and will also be included in the revised Tenant Handbook.
Include details of Data Protection Act & its specific requirements (plus year). The council's duty to prevent fraud etc should be named eg is this a legal requirement?	Data Protection Act 1998 gives individuals certain rights regarding information held about them. It places obligations on those who process the information (data controllers) whilst giving rights to those who are the subject of that data (data subject) The Council is a data controller and must comply with the principles of good information

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

	handling practice. The Council works with agencies such as the National Crime Agency and the Social Housing Tenancy Fraud Project using data matching exercise to identify unlawful subletting and other fraud. There is also a section in the Tenant Handbook which will be updated in the review to include further requirements.
Q1c. Is there anything you think should be removed from the section 'Introduction'?	
No comments were made.	

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

2. Your rent and other charges

Q2a. Overall do you agree or disagree with the changes to our and your responsibilities under ‘your rent and other charges’ in the revised Tenancy Agreement?

		Frequency	Percent	Valid Percent
Valid	Agree with all	390	63	66
	Agree with most	123	20	21
	Agree with a few	32	5	5
	Do not agree with any of them	9	1	2
	Don't know	35	6	6
	Total	589	96	100
Missing	No response	26	4	
Total		615	100	

Q2b. Is there anything else you think should be included in the section ‘your rent and other charges’?

Comment	Response
<p>Grouped comments:</p> <ul style="list-style-type: none"> • 2.b You should ensure that people DO receive notice when rent is increased, otherwise, this could lead to arrears. 2f not well worded! A timescale should be given. It looks as if, should a tenant owe you money or be slightly late paying rent, you could [text missing] • Changing the rent without giving notice shouldn't be done • I do not agree that the tenant should not be informed in writing when weekly rent and charges have changed. • If tenants are not going to be informed of a rent increase in writing as stated, how will they be informed? This has not been stated and is unclear. 	<p>By law we are required to provide at least four clear weeks notice before increasing or reducing the rent. We are unable to guarantee that we will provide additional notice due to when we receive notifications of changes (in line with government guidelines). We have added this information and hope this will assist tenants with planning for changes in their rent and other charges. As part of the annual changes to rent levels all tenants are sent a letter giving at least 4 week's notice which provides information about the changes and a breakdown of the individual new year rent and services charges that the tenant will need to pay from April. Alternative formats for this letter are available and we do everything we can to ensure that all tenants receive this very important information. There may be other instances</p>

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

<ul style="list-style-type: none"> • Ridiculous that the responsibility to inform the tenant has been removed. This would never happen with private landlords, so why should this be acceptable from local council. • We should receive notice of increases in rent when they happen. • We should still be notified if there is a change in rent/other charges. I feel more confident and secure with a paper copy and won't go into debt that way. 	<p>where charges are changed, added or removed at other times of the year. Four week's written notice, advising of the reason, will always be given for any changes to rent or other charges.</p> <p>However, in order to try and make it clearer for you we will reword clause 2.b to read '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. This usually takes place in April each year in line with government guidelines'.</p>
<p>2f "We may serve you notice" and in Section 1 Introduction Data Protection "overall council notice" - if I didn't understand the UK legal system or maybe English wasn't my first language, I might be confused. Could you explain what a "notice" is?</p>	<p>By law the Council is required to serve a notice warning the tenant of its intention to take legal action. These are legal documents. There are different types of notices for introductory and secure tenancies. We will provide an explanation of "we may serve you notice" within our Tenants Handbook.</p>
<p>Can I use standing orders to pay the rent?</p>	<p>Yes paying by standing order is another simple way to pay your rent if you have a bank or building society account. Further information on this and other ways you can pay your rent can be found in the Tenant Handbook.</p>
<p>Clarification needed re 2f at what stage "notice re court order to regain possession" would be served eg after 2 warning letters? that give tenant change to make offer to pay off debt.</p>	<p>There is a section in the Tenant Handbook which outlines what to do if you are finding it difficult to pay your rent and what will happen if you do not pay your rent.</p>
<p>Does this mean the rent will only increase yearly?</p>	<p>The majority of the time the rent will only increase or decrease annually but please see our response to 2.b above for other instances where an increase or decrease will occur in addition to that.</p>
<p>It is unfair if somebody's financial circumstances prevent or force him not to pay, as he must, and it should lead to him becoming homeless, which creates more serious social problems in the community.</p>	<p>Please be assured that we do everything we can to prevent eviction and have one of the lowest eviction rates in the country.</p>
<p>Some clearer information about how you pay your rent and setting up a direct debit.</p>	<p>The section 'Your rent & other charges' of the Tenant Handbook' gives further information on how you can pay your rent including information on setting up a Direct Debit. Information is also provided on the website http://www.brighton-hove.gov.uk/content/housing/council-housing/council-housing-rent which includes signposts for the Housing Income Management Team and links to rent forms/leaflets.</p>

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

<p>Tenants should be given independent help/advice before court proceedings are even considered. This should commence at a pre-determined level (eg 4 weeks rent arrears).</p>	<p>Tenants are offered independent help/advice via the Money Advice Plus service. There is a section in our current Tenant Handbook called 'What should I do if I have rent arrears' and we will update this to include information on our process and protocol.</p>
<p>Tenants shouldn't be held responsible for rent arrears due to Housing Benefit being paid late (when it's not the tenant's fault). This is going to be a big issue when Universal Credit comes in.</p>	<p>We will do everything we can to advise and support tenants who are adversely impacted by national changes to the welfare benefit system. However, without rental income we would be unable to maintain services and the housing stock. We cannot create different recovery processes for tenant negatively impacted by Universal Credit or Housing Benefit. However, we can and do offer additional support to tenants experiencing difficulties irrespective of cause. We will include this in the Tenant Handbook.</p>
<p>The council could incorporate an actual team that could help keep disabled people in their home. Instead of eviction, tenants should have time to pay & if housing benefit claimed it should be sent direct to council. It would protect the most vulnerable.</p>	<p>If you are having difficulty paying your rent, please contact the Housing Income Management Team. We refer vulnerable tenants who are struggling to maintain their tenancies to our team of Tenancy Sustainment Officers who will work with them to help them remain living independently in their own homes. We are proud of the high success rate of 98% for cases dealt with by this team during 2016/17. We provide information on where to get help and support in the Tenant Handbook.</p>
<p>You have changed "we offer a number of ways to pay". I find clause F extremely threatening considering people find themselves in difficult circumstances sometimes and cannot keep up their payments. F is worded to make the council seem heartless & greedy.</p>	<p>We are sorry you find this clause threatening. However, we have an obligation to inform tenants of the possible consequences if they fail to pay their rent and additional charges the courts may impose.</p>
<p>Q2. Is there anything you think should be removed from the section 'your rent and other charges'?</p>	
<p style="text-align: center;">Comment</p>	<p style="text-align: center;">Response</p>
<p>Clause F The part of cancelling a tenancy for delay or arrears in rents.</p>	<p>This clause will remain in the tenancy agreement due to our obligations to collect rent.</p>

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

3. Repairs, maintenance and improvements

Q3a. Overall do you agree or disagree with the changes to our and your responsibilities under 'repairs, maintenance and improvements' in the revised Tenancy Agreement?

		Frequency	Percent	Valid Percent
Valid	Agree with all	348	57	59
	Agree with most	150	24	25
	Agree with a few	55	9	9
	Do not agree with any of them	12	2	2
	Don't know	25	4	4
	Total	590	96	100
Missing	No response	25	4	
Total		615	100	

Q3b. Is there anything else you think should be included in the section repairs, maintenance and improvements?

Comment	Response
<p>Grouped comments:</p> <ul style="list-style-type: none"> • 3e. "We will carry out repairs.....etc" Should read - "We will carry out repairs for which we are responsible within an acceptable time, giving priority to emergency repairs and in line with current Government legislation. Tenants will be issued a Repair Notice with details of the repair, and a timescale within which the repairs will be completed." • Define "certain time" in clause 3f OR this should be revised to "reasonable time" 	<p>The council has a range of times for completing repairs. In general, emergency repairs which may impact on the safety of the resident or significantly damage the property should be attended to within 24 hours. Other routine repairs operate on an appointment to the resident's convenience but within 20 working days. Some more complex repairs which involve agreements with neighbours or planning permission may take up to 90 days. These guidelines are published in the council's Repairs and Improvements Handbook.</p>

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

<p>Grouped comments:</p> <ul style="list-style-type: none"> • Clause 3i should make clear that mould caused by structural or design defects is the responsibility of the council where these defects prevent adequate ventilation. • 3i not acceptable for those in fuel poverty. How will the cause of the mould be determined? • 3i This could cause someone to lose their tenancy. I do not agree with the "must keep the home heated" as many people are in fuel poverty and may not be able to afford to heat the home. • The bit that says it is the tenant's responsibility with mould or condensation. What if it is caused by the outside walls? That is surely the Council's not the tenant's. 	<p>The council will take responsibility where damp is a result of a failing in the structure of the building. Our surveyors will determine whether damp is caused as a result of a structural problem or condensation. Where damp and mould is a result of condensation the council will work with residents to alleviate the issues but sometimes this cannot be addressed by changes to the building and repairs and the council will need to help residents to reduce condensation in their home. Where there are problems with fuel poverty we will work with the tenant to resolve that issue and we have a specialist team for this purpose. Further information is included in the Repairs & Improvement Handbook.</p>
<p>Possible add heading 'Your Responsibilities (continued)' above section 'n' on Page 7 - For Clarification and To be Clear.</p>	<p>Yes, we note your comment and will continue the heading 'Your Responsibilities continued...' on to the next page.</p>
<p>Grouped comments:</p> <ul style="list-style-type: none"> • (m) Not everyone can afford carpets in every single room and area of the flat. • It should be made compulsory for upstairs neighbours to put carpeting on their floors to reduce noise. 	<p>Please be assured that we will work with residents to ensure they comply with this.</p>
<p>What are "reasonable precautions" and where can one find information on them?</p>	<p>A reasonable precaution would be flood damage. Further helpful information can be found In the Repairs & improvement section of the Tenant Handbook.</p>
<p>We have annual check on Gas but not Electricity. We have outdated trip box which is very hard to change for the elderly residents when using fuse wire if the box trips.</p>	<p>We are required to inspect the electrics within properties every 10 years and we carry out an electrical safety inspections when properties become vacant.</p>
<p>Q3c. Is there anything you think should be removed from the section 'repairs, maintenance and improvements?'</p>	
<p>Grouped comments: (G) My responsibilities - tenants should not be held responsible for pre-existing broken fixtures/fittings or major damage to floorboards, unpainted walls, chipped peeling plaster due to neglect by Council/repairs</p>	<p>We received a number of responses from residents that were not happy with the condition of properties when they moved in. When a move is as a result of a mutual exchange we will carry out checks on gas systems. For newly let properties we will carry out repairs to the council's lettable standard. Unfortunately this does not include decorating properties or providing carpets/flooring with the exception of the kitchen and bathroom.</p>

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

3p Fences are part of the property and should be your responsibility.

You will normally only be responsible for maintaining the fences between your garden and that of your neighbour. We are responsible for communal fences.

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

4. Living in your home

Q4a. Overall do you agree or disagree with the changes to our and your responsibilities under 'living in your home' in the revised Tenancy Agreement?

		Frequency	Percent	Valid Percent
Valid	Agree with all	398	65	68
	Agree with most	123	20	21
	Agree with a few	34	6	6
	Do not agree with any of them	5	1	1
	Don't know	23	4	4
	Total	583	95	100
Missing	No response	32	5	
Total		615	100	

Q4b. Is there anything else you think should be included in the section 'living in your home'?

Comment	Response
4e (3.8) where the council needs to give written permission, you should specify a time-frame giving the tenant details of when you will respond and what will happen if you do not respond within this time-frame.	We always endeavour to respond to your request within 10 working days. However, some situations we may require more time.
4g Unsure what you consider dangerous/flammable - cooking oil? What?	You will need written permission to store potentially flammable or explosive substances in your home, such as gas canisters and oxygen cylinders. This does not include cooking oil. In response to your comment we will update the Tenant Handbook with more examples.
Define "harassment" which is an on-going occurrence, as opposed to being harassed which is a one off occurrence.	Harassment covers a wide range of offensive behaviour and can be identified as a pattern of behaviour if it happens on more than one occasion. You can find more information in the Tenant Handbook.
g) Some people use calor gas heaters when they can't afford to switch on central heating - does this apply?	Yes. Clause 4.g states that you must not keep portable oil or bottled gas appliance in your home. Calor gas heaters are included in this clause.

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

Information about purchasing your property ie how many years you need to be a tenant for before you can do so.	There are a range of opportunities for tenants to become home owners and information can be found in the Tenant Handbook under the section Buying your home.
It should detail the permitted times a tenancy agreement can be assigned.	There are different ways in which you can assign and details are these are detailed in the Tenant Handbook.
Tenants must not use their homes to breed and sell dogs. This is a business and permission must be granted by the council.	The Pets Policy confirms that the breeding of pets is prohibited in council homes. It also confirms that we will never give permission for residents to operate a pet breeding business or to board animals in their home. Please refer to the Pets Policy for more information We will include this in the Tenant Handbook.
Tenants should not be using their allocated car parking space outside my bedroom window to do continual car repairs all the time. Are cars allowed to be repaired in council courtyards? If not, why is it not stopped.	You are allowed to carry out minor routine maintenance to your own vehicle in your garage, parking space or outside your home, provided that you do not cause a hazard or nuisance to your neighbours and do not make a mess. Anything non routine or if it is a cause of nuisance should be reported to the Housing Customer Services Team 01273 293030. This is included in the Tenant Handbook.
Where to find information on whether or not planning permission would be required to do business from the property.	The Tenant Handbook gives contact details of how to apply for Planning applications & permissions or you can call 01273 292222 or email: planning.applications@brighton-hove.gov.uk . http://www.brighton-hove.gov.uk/content/planning/local-requirements-planning-application-forms . You will also need our permission to carry out alterations to your home and there is an online form on our webpage https://www.brighton-hove.gov.uk/content/housing/council-housing/alterations-and-improvements . Alternatively you can contact the Housing Customer Services Team on 01273 293030.
Where to get your unwanted beds/furniture removed by	If you have large or bulky items that you need to dispose of, the council's refuse and recycling service can collect it for a charge. Call them on 01273 292929 for further details. Discounts are available for older residents and people receiving benefits. The council encourages tenants to recycle and reduce waste as much as possible. More information including costs for removing bulky items can be found on the Cityclean webpage http://www.brighton-hove.gov.uk/content/environment/recycling-rubbish-and-street-cleaning/bulky-waste-collection This is included in the Tenant Handbook

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

Q4c. Is there anything you think should be removed from the section 'living in your home'?	
4d seems a bit micro management. I can understand if someone is working away for 3+ months etc but 1 month?	As the landlord we may need to contact you in the event of an emergency or to conduct a gas safety inspection. If you are away for a period of time neighbours might think you have left and the Council might be requested to take action against you. Therefore we need to know if you are going to be away for any length of time.
4f Why do you need to know? Will it negatively impact someone ill?	The storage of oxygen cylinders is a potential fire hazard and we need to be aware of households who are storing them.

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

5. Being a good neighbour

Q5a. Overall do you agree or disagree with the changes to our and your responsibilities under 'being a good neighbour' in the revised Tenancy Agreement?				
		Frequency	Percent	Valid Percent
Valid	Agree with all	443	72	75
	Agree with most	101	16	17
	Agree with a few	24	4	4
	Do not agree with any of them	4	1	1
	Don't know	20	3	3
	Total	592	96	100
Missing	No response	23	4	
Total		615	100	

Q5b. Is there anything else you think should be included in the section 'being a good neighbour'?

Comment	Response
I would welcome information on tenant association meetings. Poster/flyers etc for meetings posted within the building. Who should a tenant contact in cases of harassment by visitors to other people? Who to contact re harassment from squatters?	Our Housing Customer Service Team on 01273 293030 are the first point of contact for tenancy management and general housing enquiries, whether by telephone, letter, email or via the internet. You can also find information in the Tenant Handbook or on the Resident Involvement page on our website http://www.brighton-hove.gov.uk/content/housing/council-housing/resident-involvement
In Section 'j' add a ',' (comma) after 'emotional' - To read 'using physical, mental, emotional, financial or' on Line 3 of Section 'j' as typo.	Thank you. We have noted your comment and will add the comma after the word 'emotional'.
Make sure new residents are told about keeping the hallways free of bikes etc. Not to be so ignorant and dictatorial to people before you know the full story of the problem and to sort it out with empathy & to talk to us, not	Clause 5.p of the Tenancy Agreement 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. All shared areas

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

at us.	and emergency exits must be kept clear at all times. Information also contained in the Tenant Handbook.
<p>Under "your responsibilities", item C, power point 1, loud music is the only noise disturbance that is addressed, even stating specifically "loud music from television". If someone were to play the television quite loudly, but were watching the news or their favourite soap, they would have the defence that you had not stated that they couldn't do that. You've only stipulated that they couldn't play loud music over the television or stereo. This opens the way for more problems in getting anti-social behaviour regarding noise disturbances successfully resolved. I would suggest more clarity around noise disturbance as a whole, including shouting, loud laughter, and the use of car hooters excessively during night hours when people would normally expect to be able to sleep. Many neighbours can have a party that is deliberately very loud in nature without playing a single song. This is a loophole that anti-social people could use to their advantage.</p>	<p>Thank you for your comment. We will reword the example in this clause to read:</p> <ul style="list-style-type: none"> • <i>excessive television noise, loud music from radios, music systems, musical instruments and noisy parties</i>
<p>Q5c. Is there anything you think should be removed from the section 'being a good neighbour'?</p>	
<p>5g Do not agree. What would this mean to those who wish to have posters such as "Save our NHS". Does this mean there could be no positive action meetings in a tenants home for campaign events? Or to make a banner to go to a peaceful protest like anti-fracking? Where is the line?</p>	<p>We would like to clarify that it is anything that is considered inflammatory, offensive or defamatory.</p>
<p>Grouped comments:</p> <ul style="list-style-type: none"> • 5q Why is this your concern or any of your business (mobility scooters)? • Q) If you need a mobility scooter, you should be allowed to purchase one as it is needed for disability purposes. 	<p>This is about mobility scooters that people are parking in common ways. This is a fire safety issue. Mobility scooters stored in common ways can be both a fire hazard and an obstruction the event of a fire and we have a responsibility to ensure the fire safety within our blocks.</p>
<p>Harassment, item G, power point 6 regarding the use of social media. It is actually legally outside of council's remit to state that no one can post anything that might cause distress to another tenant on their social media accounts. Legal thresholds for behaviour on social media are high, and it's down to the social media themselves to regulate any speech that might be considered racist or liable to incite violence. Not only are council not</p>	<p>The council will use all evidence available when investigating harassment including the posting of social media.</p>

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

<p>legally able to access or regulate someone's facebook account, the legal idea of what causes distress is by its very nature ambiguous. Even the police have to be careful with that one. I think this needs to be definitely taken out, as council are opening themselves up for lawsuits which they're more likely to lose than to win.</p>	
<p>I'm not sure re the use of the word "colour" under 5g as old fashioned word with unpleasant suggestion that black people are "coloured in" and has long been dropped in UK equal opportunities statements. "ethnicity" a better choice?</p>	<p>Within the definition of 'ethnicity' in the Equality Act, colour is explicitly referenced (along with nationality), so it is acceptable to use it. However, we have listened to your comments and further to liaising with our Communities, Equality and Third Sector team we can confirm that we will amend the clause to read - <i>'You or anyone living with you or visiting you must not harass or threaten any other person (or group of people) at all and in particular not do so because of their age, disability (which includes mental health conditions) ethnicity/race, gender reassignment, religion or belief, sex, sexual orientation, or for any other reason.'</i></p>

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

6. Seniors and extra care housing

Q6a. Overall do you agree or disagree with the clauses added to our and your responsibilities under the new section 'seniors and extra care housing' in the revised Tenancy Agreement?				
		Frequency	Percent	Valid Percent
Valid	Agree with all	358	58	67
	Agree with most	93	15	17
	Agree with a few	23	4	4
	Do not agree with any of them	9	1	2
	Don't know	52	8	10
	Total	535	87	100
Missing	No response	80	13	
Total		615	100	

Q6b. Is there anything else you think should be included in the section 'seniors and extra care housing'?

Comment	Response
a should say "after we have contacted a given contact number" as older people may be afraid if someone enters their home when they have just missed the phone call.	We can confirm that we normally do this as a matter of procedure.
Contact details of who might be able to help them with harassment and bogus officials. Regular visits to ensure they are still the person on the tenancy. At least monthly?	We can confirm that Scheme Managers are available on site. We can also offer a daily call service. We will include this in the Tenant Handbook
Could this section include something on the training of staff in situations where a person needs a lot of care eg I know of someone in this situation who has brittle bone disease and is existing in a mean care situation which is not good.	Housing do not provide social or medical care. However, staff can advise how to contact Adult Social Care for referrals or for their health practitioner. We will include this in the Tenant Handbook
Does the term "seniors" mean every person over 65 or 70 or what? I feel it should be more explicit, as some may be confused.	We can confirm that Seniors housing is for people over 55. We will include this in the Tenant Handbook

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

<p>Fire drill - I've been here for over 30 years and we have never had a fire drill, so why now? Before speaking to the client (which we are) make sure you know about their health etc.</p>	<p>We can confirm that 'flats' in Senior's Housing do have fire drills. People living in bungalows do not have fire drills. All seniors housing properties have individual smoke alarms</p>
<p>If your tenancy began after 1 April 2012, what are the (if certain conditions are met) - it doesn't say? There is also no mention of transferring to a 2 bed property.</p>	<p>Rights for succession refer to the secure tenancies signed up before 2012 and includes the right of succession to family members, children, grand children, nieces, nephews, aunts, uncles etc. The current succession rights came about following the Localism Act 2011 which limited rights of NEW TENANCIES ONLY to spouse, civil partner and co-habitee and no longer to family members. We will include this in the Tenant Handbook</p>
<p>In the section "our responsibilities", item A: A lot of clarity around how council would proceed with entering someone's home for a wellness check. There is nothing included about what limits will be placed on people who enter a tenant's home. Are they going to go through the tenant's possessions? What are the tenant's rights regarding reasonable access to their home in this event? The wording currently pushes the boundaries of human rights to the limit, and perhaps beyond. In the section "your responsibilities", item F. Again, this runs danger of being in violation of human rights laws. Unless a person has been sectioned, they have the human right to decide whether or not they want to engage with what you might consider to be support if they don't consider it to be support. There is a fine line here as to what you can actually force people to do just because they're in Extra Care Housing. Even people in long-term care homes still have basic human rights that these items fly in the face of, even though the intentions were likely good. Council may want to be able to force people to engage so that council can't be held responsible for any problem, but at the end of the day, this stretches the law. There needs to be a way of wording this so that council can meet their adult social care responsibilities without violating the human rights of tenants, who could then take them to court successfully for treating them as though they have fewer rights than a caged animal in a zoo. Rethink this one thoroughly, quickly, and before moving any further forward with it. This one has successful lawsuit written all over it.</p>	<p>We will always balance the individual's rights of privacy against the needs to ensure the wellbeing and safety when undertaking a home check. These checks are only carried out for the purpose of checking on the tenants welfare but it is important for tenants to be know that if they are moving into Seniors Housing or Extra Care we have an additional responsibility to check on their welfare and that this is the type of tenancy they are signing up for.</p> <p>We can also provide a range of options for us checking on tenants ie: can have a daily or weekly wellbeing call. We will be explicit with the tenant about the circumstances in which we would enter their home and this can be tailored to individual wishes.</p>

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

Is a call once a week for all Seniors or only those who fall in that category "Well being"?	We offer all seniors housing residents a daily call.and a range of options for how we can make a regular check on their welfare
Put all the charges down and give an estimated monthly or weekly cost for all service extras - laundry use, TV aerial, cleaning, water rates etc etc.	All the charges are detailed in your annual rent letter. We would include this in the Tenancy Agreement as these are reviewed and change every year to align with the actual costs.
Tenants taking care of their property. What happens if tenants let property become dirty and don't keep fairly clean?	We work with tenants to maintain their homes and meet their tenancy responsibilities and take tenancy action when appropriate. Some people may need additional support in this area.
Q6c. Is there anything you think should be removed from the section 'seniors and extra care housing'?	
I would prefer elderly. Sheltered Housing should remain as such and the name should not be changed to Seniors' Housing.	We can confirm that Seniors housing was the name chosen by residents as part of the review of Seniors Housing completed in 2015.
Paragraph 6d Why? Must use any communal facilities outlined in the guidelines.	It is about using the communal areas within the guidance for that scheme as explained by the Scheme Manager in order to prevent misuse of these facilities and ensure the safety of the residents.

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

7. Ending your tenancy

Q7a. Overall do you agree or disagree with the changes under 'ending your tenancy' in the revised Tenancy Agreement?				
		Frequency	Percent	Valid Percent
Valid	Agree with all	368	59.8	64.7
	Agree with most	131	21.3	23.0
	Agree with a few	22	3.6	3.9
	Do not agree with any of them	11	1.8	1.9
	Don't know	37	6.0	6.5
	Total	569	92.5	100.0
Missing	No response	46	7.5	
Total		615	100.0	

Q7b. Is there anything else you think should be included in the section 'ending your tenancy'?

Comment	Response
With the breakdown of relationships so prevalent, perhaps, if one half of the joint tenancy gives notice, the other tenant should be informed by the council that this has happened, in case they were ignorant of the fact and thus not lose their home.	In this event or situation we would always inform a remaining tenant as we would need to work with them to assess their housing needs.
<p>Grouped comments:</p> <ul style="list-style-type: none"> 7a. This clause is open to abuse by one of the joint tenants if they want to end the tenancy behind the back of the other out of spite, subsequently rendering that person homeless. Safeguards need to be in place to ensure that signatures have not been forged etc, and that the remaining tenant is aware of what is happening. 7a You should require both tenants to agree. Someone should not be able to make someone else homeless! 	Legally we cannot prevent one party to a joint tenancy ending the tenancy. Therefore, there would be no need to forge signatures. We cannot force people to retain the legal responsibility attached to a tenancy when they are no longer a tenant. If the situation is that a relationship has broken down to the extent that both parties have separated then in normal circumstances we will make enquires of the remaining tenant as to whether they have an appropriate housing need. We cannot prevent someone from terminating a tenancy and indeed they may need to do say to rehouse themselves but as we say

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

	<p>above, we endeavour to ensure that anybody who has a priority need is not left homeless There are sets of circumstances when people's safety is at risk so it is not always appropriate to notify the other tenant.</p>
<p>Grouped comments:</p> <ul style="list-style-type: none"> • Carers and family should be able to succeed the tenancy. Otherwise, you are making people homeless. • If a child has grown up but never left home, if anything happens to the parents, they should be allowed to take over the tenancy, especially if they have special needs or learning difficulties. They are vulnerable. • Often, people have left their jobs to care for elderly relatives. When these relatives die, the person left behind has no legal right to be rehoused. This should be rectified. It would be unfair to turf people in their 50/60s out to add to the homeless. 	<p>Succession rights are defined in the Housing and Planning Act 2016 (HPA). The HPA introduced this Act which means the local authority has to comply and why we are updating our current Tenancy Agreement with this clause. We do however, have a Discretionary Successions Policy which will assess on a case by case basis. This is part of the Tenancy Policy which can be viewed on the council's website. Changes under the HPA do not have an implementation date as yet.</p>
<p>8 Not clear who 'Housing & Planning Act 2016 Applies to.</p>	<p>Amendments to the Housing Act 1985 and will apply to existing secure tenants i.e those tenants housed by local authorities and any new tenancies after the Act comes into force.</p>
<p>Under item G, where it says, "you must leave the property and the fixtures and fittings in a reasonable condition and state of repair", you fail to make allowances for disrepair that may not have been completed by Mears in a timely manner. This happens often, and so it should be stated, "you must make every reasonable effort to leave the property and the fixtures and fittings in a reasonable condition and repair". Council do not follow through with previous tenants to make sure that repairs are done to the property and sorted prior to moving the next tenant in, and they do not walk the new tenant through repairs that were left undone to assure them that the council will sort it. Instead, housing officers are often guilty of brushing past any repairs that might not have been done, and are not transparent with the prospective tenant about what it means to accept a property. Once the tenant says that they accept the property, council state that this means the new tenant is now responsible for any repair that they might</p>	<p>We can confirm that pre terminating inspections are carried out and remedial works identified and discussed with the outgoing tenant. For newly let properties we will carry out repairs to the Council's lettable standard. When a move is a result of a mutual exchange there is no lettable standard the property is accepted as seen by the incoming tenant. We are required to carry out checks on gas and electrical systems and a property survey to identify any repairs that are rechargeable to the outgoing tenant.</p>

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

not have noticed during that first busy week of getting settled in. Again, this is an abdication of responsibility, and it can be argued that in doing this, council themselves are in violation of the lease by the fact that they do not follow through on their stated mission to make any repairs to the vacated property and charge them to the vacating tenant.

You might want to clean that point up a bit and then make sure that you live up to your obligations regarding repairs. Nowhere in this section do you list what your responsibilities are, and you do have them, so you should put those in. The fact that your responsibilities, while not commonly known, do exist and you haven't made certain that your responsibilities are in transparent writing for the tenants leaves you at risk legally, even if your solicitors say otherwise. Solicitors always say these things, but making them stand up in court is an entirely different matter, and it's better to cover yourself than to leave yourself open to legal actions that were avoidable and costly. Given the right person to argue the case, it could be said that you're trying to use the assumption that council tenants won't know these things to effectively abdicate your responsibilities and "trick" others who are poor and vulnerable into doing your work for you on their own backs. That wouldn't be a position that you'd want to find yourself in, so I would strongly suggest adding that to this section.

Q7c. Is there anything you think should be removed from the section 'ending your tenancy'?

7a (5.1) This new clause should be removed as it could be used as a form of abuse/threat to a partner if a relationship were to end.

It has been established in law that this is not a discriminatory process so the clause will not be amended.

7n rights should be extended to children. No rights of succession to children leave families with no legacy or stability for families. This will become something only available to the rich. B&H council can make a local decision to continue this.

Succession rights are defined in the Housing and Planning Act 2016 (HPA). The HPA introduced this Act which means the local authority has to comply and why we are updating our current Tenancy Agreement with this clause. However, have a Discretionary Succession Policy which will assess on a case by case basis.

Appendix 1 – Revised Tenancy Agreement - Summary of Feedback

Q8. Overall do you have any other comments about the revised tenancy agreement (for example: do you like the new layout, is information easier to find, do you find the language easy to understand, do you find the clauses easy to understand)?

Comment	Response
It should have a section about if you want to transfer to another property.	The Tenant Handbook and clause 4.I in the Tenancy Agreement both include information on the right of assignment.
Many times in the agreement, the term "secure tenancy" is used. A brief explanation of what this means could be useful.	A secure tenancy is the usual type of tenancy granted by a local authority landlord. It is usually a life time tenancy. As long as the tenant lives there, the landlord can only take the tenancy back if the court grants an order for possession. A tenant enjoys certain rights set out in law. You can also find more information on secure tenancies in the Tenancy Policy.
Summary of changes mentions Sections '8.k' and '8.l', BUT these are joined in '8.k' in the Tenancy Agreement, which makes Summary confusing as No section '8.l'.	We note your comment and will correct this on the Tenancy Agreement.
Will we be getting an up-to-date version when finished?	Yes. When the new tenancy agreement has been approved at Committee we will supply you with the text of the new tenancy agreement which you will not be required to sign.

