

SLOUGH BOROUGH COUNCIL

REPORT TO: Neighbourhoods & Community
Services Scrutiny Panel

DATE: 21 June 2012

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WARD(S): All

PART I

FOR COMMENT & CONSIDERATION

SLOUGH BOROUGH COUNCIL- NEW TENANCY AGREEMENT

1. **Purpose of Report**

To seek the Neighbourhood and Community Services Scrutiny Panel's comments on a proposed new Tenancy Agreement.

2. **Recommendation(s)/Proposed Action**

The Panel is requested to:

- a) comment on the proposed Tenancy Agreement terms and conditions;
- b) consider the proposals on the changes in the Law on succession as set out at 5.7 and agree:
 - (i) that SBC complies with the changes in their most basic form and permits future successions to spouses' and civil partners only;
 - (ii) that SBC specifies in the tenancy agreement that succession is permitted for spouses, civil partners and the children of tenants, provided that they meet the qualifying criteria of having lived in the property as their only home for at least a year; and
 - (iii) that SBC leave the current arrangements in place providing the opportunity for extended family members to succeed the tenancy.
- c) consider the use of flexible tenancies (as set out in 5.6) where appropriate and when the necessary tenancy strategy is in place, and agree the period for which flexible tenancies should run at:
 - (a) 2 years
 - (b) 3 years
 - (c) 5 years
- d) note the consultation exercise which will offer all tenants an opportunity to comment on the proposed agreement.

3. **Sustainable Community Strategy Priorities**

Amending and re-issuing a new Tenancy Agreement contributes to the following priorities in the Sustainable Community Strategy:

- **Housing**
- **Regeneration and Environment**
- **Safer Communities**

Making tenants' responsibilities clear and specific should help to increase current and future tenants' understanding of the terms under which their home is let to them. Being clear about the type of behaviour that we expect and the responsibilities that people have as a tenant of Slough Borough Council should reduce any problems and help people to sustain their tenancies. It will also support Neighbourhood Housing Officers to take appropriate action where the terms have been breached.

4. **Other Implications**

(a) Financial

There are no financial implications, however the new Tenancy Agreement will strengthen our ability to prevent fraud and allow us to take action against other breaches of tenancy, which may have a financial impact.

(b) Risk Management

Recommendation	Opportunity	Mitigation(s)
Consult and re-issue a new Tenancy Agreement to all tenants of Slough Borough Council	Consulting on and issuing a new Tenancy Agreement provides an opportunity to refresh awareness of the terms under which Council properties are let. It will also help to get tenancies off to a good start by being clear about responsibilities from the outset.	
Changes in succession	The primary rule that only one succession is allowed per tenancy is unchanged. But the rules around who is entitled to succeed are already misunderstood by many tenants. Restricting the entitlement may make the situation clearer.	
Flexible tenancies	These may be complicated to administrate as the dates to serve notice etc are critical. However, they may be useful to manage some tenancies in difficult circumstances.	

(c) Human Rights Act and Other Legal Implications

The Housing Act 1985 gives judges wide discretion when dealing with secure tenancies. The impact of Article 8 of the Human Rights Act in relation to introductory tenancies has been tested in the Pinnock and Powell cases in 2011. The Supreme Court considered the implications and has set six general principles that courts must use to decide the appropriate use of Article 8 in defence claims in possession proceedings. The principles mean that Article 8 will only be considered as a defence in exceptional circumstances, which have yet to be tested.

The proposed agreement is fully compliant with the Human Rights Act and other legislation.

(d) Equalities Impact Assessment

An Equality Impact Assessment has been completed and is attached at Appendix B of this report for information.

5. **Supporting Information**

- 5.1 It is likely that there are a number of different versions of Tenancy Agreements held by tenants across Slough, depending on when they signed-up to the tenancy. The current agreement allows us to make changes to it and states:

“Otherwise the law says that nothing in this tenancy agreement can be changed until we have asked for your views. We will listen to all comments we receive from tenants before we make any changes. We will consult Slough Federation of Tenants’ and Residents’ (the Fed) and elected tenant representatives on any changes we plan, including changes to the rent and other charges. We will consider all comments before making any decisions.”

“If we decide to change anything in this agreement, we will give you four weeks’ notice before the changes are made”

- 5.2 The reasons for making changes to the Tenancy Agreement are:

- 5.2.1 To be consistent in our approach to managing tenancies by ensuring that all tenants are subject to the same terms and conditions of tenancy.
- 5.2.2 To be clearer and more specific about what is required of tenants in order for them to sustain their tenancy.
- 5.2.3 To provide an effective tool for Neighbourhood Housing Officers to manage tenancies and take enforcement action when appropriate.
- 5.2.4 To take account of the changes to the Housing Act 1985 introduced by the Localism Act.

- 5.3 The programme of regular estate inspections has raised some issues that need to be addressed to tackle the minority of tenants who cause a nuisance to their

neighbours. Clauses have been added to help us deal specifically with the following problems:

- Dogs fouling communal areas in blocks of flats
- Anti-social behaviour – improved definitions
- Overgrown or untidy gardens
- Communal areas and fire safety

- 5.4 The proposed new agreement combines the Introductory Tenancy Agreement with the Secure Tenancy Agreement. This will avoid the need to issue a new agreement when the 12 month probationary period is successfully achieved by Introductory Tenants.
- 5.5 17 People have been evicted over the past 12 months due to rent arrears. The new agreement aims at making rent obligations and responsibilities very clear together with the consequences of non-payment.
- 5.6 The Localism Act introduces the ability for landlords, particularly local authorities to introduce “flexible tenancies”. A flexible tenancy grants tenants all the same rights and protection as an existing secure tenancy, except that it is granted for a fixed period. The minimum period is two years, there is no maximum period, though granting a flexible tenancy for extremely long periods would negate their effectiveness. Before introducing flexible tenancies, landlords must have in place a “tenancy strategy” document, which sets out how tenancies will be managed. At the end of the flexible tenancy, the landlord can apply to the courts for possession of the property provided they have issued notice six months in advance of the termination. The tenant can request a review of the decision not to continue the tenancy, and the review must be carried out by a senior officer who was not involved in the original decision not to extend the tenancy. The Court can decline to grant possession to the landlord if it is satisfied that the landlord has not complied with his responsibilities under the review or has not adhered to his own policies regarding tenancies. SBC housing services are currently drafting a tenancy strategy which will be presented to members for approval. The reason for including the flexible tenancy matter in this report is to make the provision in the tenancy agreement, to avoid having to re-draft the agreement when the strategy is complete.
- 5.7 The Localism Act also amends the law on succession. Currently the Law states that on the death of a tenant:

A person is qualified to succeed the tenant under a secure tenancy if he occupies the dwelling-house as his only or principal home at the time of the tenant’s death and either

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- (a) *he is the tenants spouse, or*
 - (b) *he is another member of the tenant’s family and has resided with the tenant throughout the period of twelve months ending with the tenant’s death.*

Only one succession is permitted on any individual tenancy. The Localism Act 2011 amends this law:

- (1) *A person (“P”) is qualified to succeed the tenant under a secure tenancy of a dwelling-house in England if—*
 - (a) *P occupies the dwelling-house as P's only or principal home at the time of the tenant's death, and*
 - (b) *P is the tenant's spouse or civil partner.*
- (2) *A person (“P”) is qualified to succeed the tenant under a secure tenancy of a dwelling-house in England if—*
 - (a) *at the time of the tenant's death the dwelling-house is not occupied by a spouse or civil partner of the tenant as his or her only or principal home,*
 - (b) *an express term of the tenancy makes provision for a person other than such a spouse or civil partner of the tenant to succeed to the tenancy, and*
 - (c) *P's succession is in accordance with that term.*

The rule that only a single succession is permitted remains unchanged. In other words, succession will now be restricted to Spouses or Civil Partners, unless the tenancy agreement specifically states otherwise. The difficulty faced in administering succession cases more frequently turns on the “once only” rule, rather than the extended family issue, for example where a couple still has an adult son or daughter living with them and one of the parents die, the other parent then succeeds the tenancy. Many tenants are unaware that the son or daughter then cannot succeed the tenancy because the one permitted succession has been “used up” by the parents.

Nevertheless, the current law is ambiguous on the family succession rule, stating simply “another family member” the change provides the opportunity to review the tenancy agreement in considering if the succession is to be restricted to spouse or civil partner only, spouse and civil partner and children of the tenant, or to leave the current arrangements as they are.

6. **Conclusion**

- 6.1 The consultation and issue of a new Tenancy Agreement offers an opportunity to remind tenants of the terms under which they occupy their homes. It is also an opportunity to update the agreement to reflect recent changes in law, for example the new laws around anti-social behaviour that were introduced following last year's disturbances.

7. **Appendices Attached**

- 'A' Draft Tenancy Agreement
- 'B' Equality Impact Assessment

8. **Background Papers**

- '1' Current Tenancy Agreement

Appendix A - Proposed New Tenancy Agreement



Taking pride in our communities and town

Tenancy Agreement

This is a

- Introductory Tenancy Agreement Flexible Tenancy
- Secure Tenancy Agreement Family Intervention Tenancy

This Tenancy Agreement is between:

Slough Borough Council (“the Council”)
of St Martin’s Place, Bath Road, Slough SL3 3UF

and _____ (“the Tenant”)
_____ (“the Tenant”)

In the case of joint tenants the term “Tenant” applies to each of them and the names of all joint tenants must be written above. Each tenant individually has the responsibilities and rights set out in this Agreement. **As the Tenant you are responsible for the behaviour of household members and visitors and you must not allow them to do anything that would be in breach of this Tenancy Agreement.**

Address: _____

_____ (“the Premises”)

Tenancy Start Date: 12:00 on Monday _____

I hereby confirm I have read and understand the content of this Tenancy Agreement and all of my rights and responsibilities under the terms of this contract. By signing this Agreement I agree to abide by the terms and conditions and to conduct my tenancy accordingly.

Tenant 1 Signature: _____ **Date:** _____

Tenant 2 Signature: _____ **Date:** _____

Signed on behalf of the Council: _____

Print Name: _____ **Date:** _____

Your Tenancy Agreement

This Tenancy Agreement is in two parts. The first part sets out the rights and responsibilities for Introductory and Secure Tenants. Information about each tenancy type and the definition of the terms used in this Agreement can be found in the accompanying Tenants' Handbook.

The rights set out in Part 2 of this Agreement relate only to Secure Tenants. If you are unsure about your tenancy status, you should contact the Housing Service. Contact details are set out in the Tenants' Handbook.

This Agreement provides the Tenant with the rights afforded to local authority tenants by virtue of The Housing Act 1985. The Council agrees to let the Premises to the Tenant on a weekly periodic tenancy commencing on a Monday and to abide by the conditions set out in this Agreement.

Consultation

We will consult you and ask your views about any plans we are considering that will significantly affect the property you live in, the services we provide or your housing situation.

The way that we consult you will depend on what we want to talk to you about and the number of tenants affected by the issues involved. The Council welcomes tenants' views on all housing management policies and will not change any major policy or strategy without first considering the tenants' views.

In order to combat tenancy fraud, a photograph will be taken of all new tenants (both Introductory and Secure). The Council reserves the right to take photographs of existing tenants in the future

Introductory and Secure Tenancies – Part 1

1. Rent

1.1 The rent is the total weekly amount payable to the Council, including water rates and service charges where applicable. Rent must be paid on a Monday, one week in advance.

1.2 At the date of this Agreement the total sum payable by the Tenant in respect of the Premises each week is as follows:

Net Rent	£ _____
Water Rate [If Applicable]	£ _____
Service Charge [If Applicable]	£ _____
Other Charges (if applicable)	£ _____
Gross Weekly Rent:	£ _____

1.3 If you do not pay water rates or service charges which are due and payable by you to the Council under this Agreement they will be recoverable from you in the same way as rent.

1.4 (a) The Council may, at its discretion, request you to pay rent other than on a weekly basis

(b) The Council will advise you of the arrangements for the collection of rent and any other charges due under this Agreement

1.5 On the first day of April each year the Council may, in accordance with the Housing Act 1985, change the rent by giving you no less than one calendar month's notice in writing of the increase. The notice will specify the revised net rent which will not be increased more than once in a calendar year.

1.6 Service Charges

(a) The Council will provide services to communal areas in connection with the Premises for which you will pay a service charge in addition to the net rent: An example of these services might be work to communal lighting, landscaping or caretaking services.

- (b) The service charge will be set annually to apply from April each year. The Council reserves the right to vary the service charge at any time in the event of unforeseen additional costs or savings being incurred or achieved by the Council in the provision of services.
- (c) In determining or adjusting the service charge the Council must apply the provisions of the Landlord and Tenant Act 1985.

1.7 **Water Rate**

- (a) If required to do so by the Council you will pay any water rates you are responsible for to the Council in accordance with your current payment plan.
- (b) The Council will pay the appropriate water company any amounts due to them and collected from you by way of water charges. The Council reserves the right to terminate this agreement in which case you will be responsible for paying your own charges to the appropriate water company.
- (c) With some properties you may have to pay water charges directly to the water company via a water meter. It is a breach of tenancy not to do so.

1.8 **Other Charges**

As identified at 1.2, will relate to any communal heating charges or similar other charges which must be paid as part of the rent.

1.9 **Failure to Pay**

You must pay your rent and other charges in full as they become due. If you fail to pay your rent and/or charges the Council may take legal action to recover the debt or ask the Court to grant us possession of the Premises. This could lead to your eviction from the Premises. The Council may also repossess any garage/s rented by you if you fail to pay your rent and other charges.

1.10 **Money due to the Tenant**

All sums due from the Council to you will be used to offset any rent arrears or other sums due in respect of the tenancy or a former tenancy with the Council. Any sum remaining after rent arrears or other debts are cleared will be credited to your rent account or paid to you directly at the discretion of the Council.

2. **The Council's Obligations**

The Council agrees to:

2.1 **Possession and the Right to Occupy**

Give possession of the Premises to the Tenant at the commencement of the tenancy and not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises except where:

- (a) access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or an adjoining property; or
- (b) to carry out the annual gas and other safety checks as required by law.

(c) a Court has given the Council possession by ending the tenancy.

2.2 **Water Rate**

To pay the appropriate water companies any amounts due to them and collected from the Tenant by way of water charges. The water rate must be paid as part of the gross rent, where stated in this tenancy agreement. Where no water rate charge is made, the Tenant will be responsible for making payments direct to the relevant water company.

2.3 **Services**

To provide the services described in Clause 1.6 in connection with the Premises. The Council may cease to provide any of these services if it is no longer practicable to do so or it may provide additional services if it is desirable to do so.

2.4 **Repairs and Maintenance**

The Council will keep in repair and proper working order:

- (a) the structure and exterior of the property including drains, gutters and external pipes
- (b) installations for the supply of water, gas and electricity and for sanitation including basins, sinks, baths and toilets
- (c) any fires or central heating or installation of water heating which belong to the Council
- (d) lift services and communal amenities

2.5 We will carry out these repairs within a reasonable period of time and in line with our published repair priorities, after notification of the repair.

2.6 We may refuse to carry out works or recharge you for the cost of works that are needed because of the negligence or wilful damage by the Tenant of family member or any other person residing within or visiting the property.

2.7 We will inspect the communal parts of blocks and estates at regular intervals. We will keep the common parts of the building or estate in a reasonable state of repair and in a safe condition.

2.8 **Major Works and Improvements**

We will seek and consider the views of all affected tenants on any proposed major repair and/or improvement scheme.

2.9 **Alternative Accommodation**

- (a) If you have to be re-housed on a temporary basis so that work can be done to your property, we will try to arrange to re-house you in a suitable alternative property. If you are moved to alternative accommodation, you will normally

be required to return to the original property once the works have been completed.

- (b) While you are living in alternative accommodation during any works, unless you are given an agreement governing your occupation of the temporary accommodation, you must comply with the terms of this Agreement as if it applied to the temporary accommodation. Similarly, any conditions imposed on your occupation of the property – including payments of arrears of rent under an order for possession or terms as to your behaviour – must still be complied with while you are in temporary accommodation.
- (c) If you are required to return to the property once the works are completed, you must vacate the temporary accommodation when requested to do so.

2.10 **Changes to the Terms of the Tenancy Agreement**

The Council reserves the right to change the terms and conditions of this Tenancy Agreement from time to time. The terms and conditions may only be changed by:

- (a) agreement between the Council and the Tenant; or
- (b) the delivery to the Tenant of a ‘Notice of Variation’ giving at least four weeks’ notice of the proposed changes. Before this Notice can be served we will ask you about any major changes we plan to make to this Tenancy Agreement.

2.11 **Domestic Violence**

- (a) Where there is sufficient evidence of domestic violence the Council will take action to stop it or prevent it from recurring. Possession or Injunction proceedings will be taken wherever possible against any tenants who commit or support acts of domestic violence. Such violence is not limited to incidents in the home and can take place anywhere.

3. **Tenant’s Obligations**

As the Tenant you agree:

3.1 **Possession and Occupation**

- (a) To take possession of the Premises at the start of the tenancy and not to part with possession of the Premises.
- (b) Not to sub-let the whole of the premises as set out in Part 2, clause 6.3 of this Tenancy Agreement.
- (c) To use the Premises for residential purposes as your principal or only home. You will not carry on or allow anyone else to carry on any trade, business or profession upon the Premises or on any land owned by the Council without the prior, written, consent of the Council. Such consent will not be unreasonably withheld.

- (d) Not to use to the Premises or any land owned by the Council for any illegal or immoral purposes.
- (e) To allow the Council access to the premises to carry out gas and other safety checks or to assess or repair the property

3.2 Use of Communal Areas

- (a) You must not obstruct fire exits or any entrance/exit by storing personal items or items to be disposed of in the communal areas, including (for example) bicycles, shoes, plant pots, fridges or freezers.
- (b) You must share the use of communal areas with other tenants. You must not cultivate, fence off or restrict access to any parts of the communal areas without the written consent of the Council.
- (c) You must not build, construct or place any building or other structure in the communal areas without the written consent of the Council.
- (d) You must not leave waste or other items in the communal areas (except in designated bins or other appropriate receptacles) or store personal items (including washing lines and/or laundry) in corridors, shared areas or on balconies without the explicit permission of the Council.
- (e) You must not damage the communal areas or allow anyone living with you or visitors to your home to cause damage to the communal areas.
- (f) You must not cause nuisance, annoyance or disturbance in communal areas. This includes (but is not limited to):
 - Playing ball games
 - Noise, abusive or intimidating behaviour
 - The consumption of alcohol when this behaviour becomes a nuisance to others
 - Inappropriate sexual behaviour
 - Keeping of pets or other animals (see 3.8)

3.3 Gardens

- (a) You must keep your garden (if any) in a tidy condition and reasonably free from weeds, rubbish, litter and other waste materials. You must not allow the garden to become a nuisance or an eyesore.
- (b) You must not have any plant in your garden that causes a nuisance or annoyance to your neighbours, other people in the neighbourhood or the Council.
- (c) You must not plant any tree or plant on the Premises which may grow to a height of more than 2 metres without the written consent of the Council. Consent will not be unreasonably withheld.

- (d) You must not allow any person to reside in the garden or garden structures such as sheds.
- (e) You must take responsibility for the maintenance and upkeep of any trees, hedges or shrubs on the Premises and ensure that these do not cause a nuisance to neighbours or anyone else.

3.4 Vehicles and Driveways

- (a) You may not take a vehicle onto the Premises unless a proper footpath crossover has been provided and an appropriately designed vehicle standing has been installed and approved by the Council
- (b) You must park any vehicles in the correct, marked parking bays or in accordance with local laws and parking regulations.
- (c) You must not bring or keep in the Premises including any shed or outbuilding a motorcycle, moped or machinery with a petrol engine. If you have a disability scooter you must get written permission from the Council over where it is to be stored.
- (d) You are responsible for ensuring that all vehicles are properly taxed and insured. Vehicles must have appropriate insurance even if they are registered as Statutory Off Road Notification (SORN) and kept off of the road.
- (e) If a vehicle belonging to you is found to be abandoned you will be required to remove it. If you fail to do so the Council will arrange to remove it the cost will be recharged to you. This also applies to any vehicle that does not display a valid road tax disc.
- (f) Local by-laws regarding commercial vehicles must be followed, normally vehicles over 2 tonnes in weight must not be left or parked on estates or in car parking areas overnight or at weekends.

3.5 Storage of Materials and Fire Safety

- (a) You must not keep a dangerous material or dangerous quantities of materials at the Premises without the written consent of the Council in accordance with clause 3.2 (c) of this Tenancy Agreement.
- (b) You must take all reasonable precautions to protect the Premises from fire.
- (c) You must ensure that all means of escape from the Premises are kept free from obstruction.
- (d) You must test the fire or smoke alarms regularly and replace the batteries as necessary. If a fire or smoke alarm fitted by the Council is not working correctly you must notify the Council at once.

3.6 Nuisance and Violence

- (a) You are responsible for the behaviour of every person (including children, pets) living in or visiting the Premises. You are responsible for their behaviour in the Premises and in the locality where you live.
- (b) You or anyone living in or visiting your home (including children and pets) must not behave in a way likely to cause or be capable of causing a nuisance, annoyance or disturbance to any other person in the neighbourhood around your home. We may also consider taking action against you if you cause annoyance, nuisance or disturbance outside of the immediate locality of the property.
- (c) Where there is sufficient evidence and we consider that it is reasonable and within our powers to do so, we will take action to deal with nuisance and/or Anti-Social Behaviour. Examples of nuisance, annoyance or disturbance include (but are not limited to):
 - Loud noise, loud music, arguing and door slamming, foul language, dog barking
 - Excessive and/or persistent and unreasonable household/DIY noise
 - Using household and/or DIY appliances at unreasonable times of the day or night and in particular between the hours of 9 pm to 8 am
 - Playing ball games close to someone else's house
 - Inconsiderate use of communal areas
 - Keeping dangerous or unsuitable animals
 - Not taking proper care of pets so they create a health hazard or produce excessive noise or odours
 - Feeding or attracting wild birds or animals where such action causes a nuisance or annoyance to others and/or where it causes damage to Council property

In addition, if you live in a block of flats, further examples of acts which may constitute a nuisance or annoyance are:

- Slamming doors
- Using rubbish chutes inappropriate or at unreasonable hours
- Wedging security/fire doors open
- Leaving personal belongings on a landing or in communal areas
- Fitting laminate flooring which contributes to excessive noise or is fitted without permission

3.7 Harassment

- (a) You may not permit to be done anything that is likely to cause harassment, alarm or distress to any person or defined group of persons whether on the Premises, elsewhere on the estate or anywhere within the Borough of Slough.
- (b) 'Harassment' means behaviour motivated by another person's race, gender, sexuality, age, religion or belief, disability or other irrational prejudice.

Examples of behaviour that may cause harassment, alarm or distress include (but are not limited to):

- Racist behaviour, racist language or any racially motivated acts
- Using or threatening to use violence, using abusive or insulting words, gestures or behaviour
- Homophobic behaviour or homophobic language
- Offensive drunkenness
- Damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti
- Doing anything that interferes with the peace, comfort or convenience of other people
- Vehicle racing
- Selling, dealing, abuse or consumption of illegal or unlawful substances

3.8 Animals

- (a) Dogs and cats can only be kept if the Premises has direct access from the street and there is direct access from the property to a private garden. The written permission of the Council is required if you want to keep more than one dog. Permission will not be given to keep exotic pets at the Premises.
- (b) Only small traditional pets kept in a tank or cage can be kept in flats for example birds, hamsters, stick insects or goldfish. Dogs and cats are not permitted to be kept in flatted accommodation except where there is direct access to the street or a garden as per clause 3.8 (a). Guide dogs and hearing dogs are exempt from this clause.
- (c) All pets that comply with the terms of this Tenancy Agreement must not annoy, disturb, intimidate or attack other people or cause any other nuisance. If we believe your pet or pets is/are causing a nuisance you will be in breach of this Tenancy Agreement and we will consider taking legal action.

4. Smoking

You, members of your household and visitors must not smoke in the areas designated smoke free by the Health Act 2006. Smoke free areas include:

- Enclosed (and substantially enclosed) shared spaces, for example lifts, stairwells and landings
- Common parts, corridors, shared lounges and kitchens, store rooms, stairways, communal laundry rooms, guest rooms, enclosed car parks.

5. Television Aerials and Satellite Dishes

- 5.1 You must seek written permission and any necessary planning or building regulation consents before putting up a satellite dish or a television aerial on any part of the structure or exterior of the Premises or any other property belonging to the Council.

- 5.2 Permission will not normally be given for the installation of a satellite dish if the block or Premises already has a communal aerial in place. Where a satellite dish has been installed without the permission of the Council the Tenant will be required to remove it at their own cost if requested to do so by the Council. Tenants may also be required to pay the Council's reasonable costs for any remedial work required following removal of a fixture.
- 5.3 Television aerials must not be fixed to the communal parts of the Premises or block.

6. **Ending the Tenancy**

- (a) Tenancies may be ended by the Tenant by giving four weeks' notice in writing during the introductory period the Council can end the tenancy by giving four weeks notice, ending on either a Sunday or Monday. For a Secure Tenant the Council has to obtain a Court Order to end the tenancy
- (b) You must remove all your possessions from the property unless you have a written agreement with the Council to leave certain items behind. This does not apply to any furniture or equipment provided by the Council.
- (c) You must arrange for the repair of any damage to the property that has been caused by you or any member of your household. If you do not carry out any of the required repairs or do not do it to a good standard, the Council will carry out the work and charge you the full cost.
- (d) You will also have to pay the full cost of certain other repairs and other works you should have done before you left. These will include:
- Correcting any alteration you have done to the property without the Council's permission
 - Removing, storing or disposing of items left in the property
 - Cleaning the property and/or clearing your garden if not left in a reasonable condition
- (e) You must ensure that the property is safe and secure before you leave. This includes making sure that it is properly locked up before you hand in the keys. All keys (including any copies) to the Premises, outbuildings and access security doors must be delivered to the Housing Office by noon on the day the tenancy ends. If the keys are not delivered by noon on the day the tenancy ends, you will continue to be responsible for paying the rent for the property until the keys are returned.
- (f) If it is necessary for us to change the locks because keys are not returned we may charge you for the cost of doing so.
- (g) You are responsible for ensuring that all gas and electrical appliances are appropriately and safely disconnected and moved from the property. Gas appliances can only be disconnected by a Gas Safe Registered workman.
- (h) Any possessions remaining within a property after termination of the tenancy will be assumed to be unwanted and will be disposed of, it is not the Council's responsibility to store these for any period unless prior arrangement has been made in writing.

7. **Death of a Tenant and Succession**

- (a) If the Tenant dies the tenancy may be taken over by someone else in their family/household. This process is called succession. The number of times that a tenancy can be succeeded to is limited to one succession.
- (b) The following people may qualify to succeed to a tenancy:
- A surviving joint tenant
 - A surviving spouse or civil partner provided they were living there at the time of death
 - A family member provided they can prove that they were living at the Premises as their principal or only home for a minimum of 12 months prior to your death. For the purposes of succession a qualifying family member will be:
 - A spouse or civil partner
 - Parents
 - A brother or sister (including step and half)
 - A child including adopted children
 - An Aunt or Uncle
 - A nephew or niece
 - A grandparent
 - Step relations

If a family member is succeeding to a tenancy where the property is larger than would normally be required for their family, the successor will be required to move to a small property.

Secure Tenancies – Part 2

The rights set out below in clauses 7. through to 13. (inclusive) DO NOT apply to Introductory or Non-Secure Tenants.

The accompanying Residents' Handbook sets out details of how an Introductory or Demoted Tenancy becomes a full Secure Tenancy. If you are unsure of the status of your tenancy you should contact the Housing Service.

In addition to the rights and responsibilities set out in Part 1 of this Tenancy Agreement, Secure Tenants also benefit from the rights and obligations set out in this section of the Tenancy Agreement which do not apply to Introductory or Demoted Tenants.

8. Right to Repair

Secure Tenants have the legal right to carry out certain repairs yourself and claim compensation if they are not carried out by the Council in a reasonable time. Details of how to make enquiries about the Right to Repair can be found in the accompanying Residents' Handbook.

9. Alterations and Adaptations

9.1 Secure Tenants must seek the Council's permission before making alterations or adaptations to the Premises. The Council may impose conditions when giving permission for any alterations or adaptations with which you must comply.

9.2 The Council accepts no liability or responsibility for maintaining any alteration or addition that the Tenant has made to the Premises or for any problems caused to the rest of the Premises by such alterations or adaptations.

10. Lodgers and Sub-Letting

10.1 Secure Tenants may take in lodgers as long as:

- You notify your Housing officer; and
- You ensure that by taking in a lodger you do not allow the property to become overcrowded

10.2 You must also notify your Housing Officer if your lodger moves out

10.3 You must not sub-let the whole of the Premises but you may sub-let part with the written consent of the Council. Unauthorised or unlawful sub-letting is a breach of this Tenancy Agreement and will lead to the Council taking legal action for possession.

11. The Right to Compensation

When your tenancy comes to an end you have a legal right to be paid by the Council for some types of home improvement work. This right applies only to certain improvements and more details can be found in the Residents' Handbook or by contacting the Housing Service.

12. **Assignment**

12.1 An assignment is where a Tenant passes their tenancy on to someone else. Secure Tenants can assign their tenancy in the following circumstances:

- In certain circumstances to a person who would qualify as a successor if the tenant died
- if the assignment is ordered by a Court under Matrimonial or Civil Partnership Law
- to another Secure Tenant by mutual exchange

12.2 Assignment is only allowed with the written permission of the Council.

13. **Mutual Exchange**

13.1 Secure Tenants can only mutually exchange their tenancy with the written permission of the Council. Permission will not be unreasonably withheld and will not be allowed if:

- there are rent, water rate or service charge arrears
- a Court Order has been served giving the Council possession of the Premises
- Possession proceedings have been issued against the Tenant on any of the grounds for possession set out in the Housing Act 1985 or a Notice of Seeking Possession has been served
- An Injunction, an ASBO or order for possession has been granted on grounds of nuisance
- The property will be too large or unsuitable for the household moving in
- The Premises has been adapted for a physically disabled person and if the exchange is allowed to go ahead no-one moving into the property needs the adaptations
- The Premises is one that is let to people with special needs and services to assist with those needs are provided near the property

13.2 The Council may refuse a mutual exchange request until any the Tenant has completed any repairs for which they are responsible. This will include any damage to the property caused deliberately or carelessly by you or any member of your household, a lodger, sub-tenant, child, visitor or pet. Assignment will not be allowed until any other tenancy issues have been rectified.

13.3 Once the tenancy has been assigned the incoming tenant will take over all of the responsibilities of the original Tenant.

14. **Right to Buy**

14.1 Secure Tenants may qualify to buy the Premises subject to certain conditions and limitations. For further information you should speak to your Housing Officer.

14.2 If you or a person living in or visiting the Premises has engaged in or threatened to engage in Anti-Social Behaviour the Council can seek an Order from the Court to suspend your Right to Buy for a specified period.

Appendix B - Equalities Impact Assessment

EQUALITY IMPACT ASSESSMENT

The Equality Act 2010 requires all public bodies, including local authorities, to carry out equality analysis and to publish their results. CMT have agreed that we will continue to use Equality Impact Assessments to meet this requirement but using a revised template.

- Equality Impact Assessments (EIAs) should be carried out whenever you plan, change or remove a service, policy or function. Carrying out a good Equality Impact Assessment will help you to:
- Assess any potential impacts, positive and negative, in a proportionate way and with relevance
- Make decisions that are justified, evidenced, relevant and identify any mitigating proposals
- Prioritise expenditure in an efficient and fair way
- Have a record showing that the potential impacts have been considered and that decisions are based on evidence

It is important the EIA is carried out at the earliest opportunity to ensure that you have the time to undertake any additional work that will inform your decisions, for example community engagement.

Remember: EIAs need to cover both the impacts on the workforce (employment) and customers/public (service delivery).

EIAs are public documents and will be published on the Slough Borough Council website. When you have completed an EIA please send it to Equalities@slough.gov.uk.

When filling out the EIA please refer to the separate *Background information* document and for more information please look at the Equalities Page on our Intranet.

Equality Impact Assessment

Directorate: Regeneration & The Built Environment	
Service: Housing Service	
Name of Officer/s completing assessment: David Askwith and Karen Lewis	
Date of Assessment: 9 January 2012	
Name of service/function or policy being assessed: Tenancy Agreement	
1.	<p>What are the aims, objectives, outcomes, purpose of the policy, service change, function that you are assessing?</p> <p>The aim of introducing a new tenancy agreement is the support Housing Officers in taking enforcement action to address problems. Regular estate inspections have raised a number of issues and an ongoing review of the sign-up process has demonstrated a need to tighten up on the terms and conditions upon which we let properties, specifically:</p> <ul style="list-style-type: none"> • Reinforcing the responsibility to pay rent and other charges relating to properties • Combining the Introductory and Secure Tenancy Agreements to streamline administration and cut out any potential errors where a Secure Tenancy Agreement is not issued when an Introductory Tenant successfully completes their 12 month probationary period • Clarifying the type of behaviour that is considered Anti-Social (and, in particular, in relation to pets) • Being clear about tenants' rights and responsibilities in relation to their Council tenancy
2.	<p>Who implements or delivers the policy, service or function? State if this is undertaken by more than one team, service, and department including any external partners.</p> <p>All Neighbourhood Housing Officers.</p>
3.	<p>Who will be affected by this proposal? For example who are the external/internal customers, communities, partners, stakeholders, the workforce etc. Please consider all of the Protected Characteristics listed (more information is available in the background information). Bear in mind that people affected by the proposals may well have more than one protected characteristic.</p> <p>Age: Disability: Gender Reassignment:</p>

	<p>Marriage and Civil Partnership: Pregnancy and maternity: Race: Religion and Belief: Sex: Sexual orientation: Other: None of the protected characteristics will be adversely impacted by the introduction of a new Tenancy Agreement. However, where this is identified as being a contributory factor in any breach of the agreement, the Tenancy Sustainment Officer will work with the resident/s to try to address any issues.</p>
4.	<p>What are any likely positive impacts for the group/s identified in (3) above? You may wish to refer to the Equalities Duties detailed in the background information.</p> <p>Effective enforcement and clarity around the terms and conditions of being offered and living in a Council owned property should benefit all tenants who comply with the terms and conditions by reducing the occurrence of rent arrears and addressing any Anti-Social or nuisance behaviour, for example dog fouling in communal areas.</p>
5.	<p>What are the likely negative impacts for the group/s identified in (3) above? If so then are any particular groups affected more than others and why?</p> <p>None. However, should this be a contributory factor in any breach of the Tenancy Agreement, the Tenancy Sustainment Officer may offer support to assist residents in addressing any problems.</p>
6.	<p>Have the impacts identified in (4) and (5) above been assessed using up to date and reliable evidence and data? Please state evidence sources and conclusions drawn (e.g. survey results, customer complaints, monitoring data etc).</p>
7.	<p>Have you engaged or consulted with any identified groups or individuals if necessary and what were the results, e.g. have the staff forums/unions/ community groups been involved?</p> <p>2 Residents were involved in drafting the terms and conditions of the new agreement and The Customer Senate have been consulted. Once the new agreement receives Members' approval, the draft will be sent to all tenants and a full consultation will be carried out.</p>

8.	<p>What plans do you have in place, or are developing, that will mitigate any likely identified negative impacts? For example what plans, if any, will be put in place to reduce the impact?</p> <p>The Tenancy Sustainment Officer will offer support to vulnerable residents who breach the terms and conditions of their tenancy agreement with the aim of avoiding legal action and supporting them to remain in their home.</p>
9.	<p>What plans do you have in place to monitor the impact of the proposals once they have been implemented? (The full impact of the decision may only be known after the proposals have been implemented). Please see action plan below.</p> <p>The impact of the new tenancy agreement will be assessed by monitoring:</p> <ul style="list-style-type: none">• The number of residents who are in rent arrears• The level/number of legal actions taken for breach of the terms and conditions of the Tenancy Agreement• The number of residents evicted for breach of the terms and conditions of the Tenancy Agreement• The number of successful outcomes achieved by the Tenancy Sustainment Officer• The number and types of complaints received• Feedback from the full consultation process prior to implementation

What course of action does this EIA suggest you take? More than one of the following may apply	✓
Outcome 1: No major change required. The EIA has not identified any potential for discrimination or adverse impact and all opportunities to promote equality have been taken	✓
Outcome 2: Adjust the policy to remove barriers identified by the EIA or better promote equality. Are you satisfied that the proposed adjustments will remove the barriers identified? (Complete action plan).	
Outcome 3: Continue the policy despite potential for adverse impact or missed opportunities to promote equality identified. You will need to ensure that the EIA clearly sets out the justifications for continuing with it. You should consider whether there are sufficient plans to reduce the negative impact and/or plans to monitor the actual impact (see questions below). (Complete action plan).	
Outcome 4: Stop and rethink the policy when the EIA shows actual or potential unlawful discrimination. (Complete action plan).	

Action Plan and Timetable for Implementation

At this stage a timetabled Action Plan should be developed to address any concerns/issues related to equality in the existing or proposed policy/service or function. This plan will need to be integrated into the appropriate Service/Business Plan.

Action	Target Groups	Lead Responsibility	Outcomes/Success Criteria	Monitoring & Evaluation	Target Date	Progress to Date

Name:

Signed:(Person completing the EIA)

Name:

Signed:(Policy Lead if not same as above)

Date: