

EXETER CITY COUNCIL

**SCRUTINY COMMITTEE – COMMUNITY
20 JANUARY 2009**

**EXECUTIVE
27 JANUARY 2009**

REVIEW OF TENANCY AGREEMENT

1. PURPOSE OF REPORT

- 1.1 To seek approval to implement a revised secure tenancy agreement for tenants of Exeter City Council following a comprehensive consultation exercise.

2. BACKGROUND

- 2.1 Scrutiny Committee Community received a report on 11 November 2008 informing Members of the on-going review of the Council's secure tenancy agreement and the proposed consultation exercise with the Council's tenants as part of this process. It was considered appropriate to review, consult and amend the current agreement because of recommendations made following the mock inspection of landlord services by the Housing Quality Network in October 2007 and new legislation introduced in the Housing Act 2004 and the Anti-social Behaviour Act 2003.
- 2.2 Every tenant was sent a copy of the proposed new agreement on 13 October 2008 with a covering letter explaining the proposed changes and how to contact us if they had any comments or concerns they wished us to take into account. The closing date for any comments for residents was 21 November 2008. A copy of the proposed new tenancy agreement was also placed on the Council's website. This consultation ensured we complied with our statutory obligations under Section 103 and 105 of the Housing Act 1985 to consult with tenants on any matter that substantially affects the management of their homes and to vary the terms of the secure tenancy.
- 2.3 Consultation on the proposed revised tenancy agreement also took place with staff, members of the Sheltered Tenants Forum, the Tenants and Leaseholders Committee and the residents' editorial panel. The Council's housing solicitor has also contributed to the review of the tenancy agreement ensuring it is legally sound and supports staff to manage tenancies effectively.
- 2.4 The new version of the tenancy agreement has also been approved in principle by the Plain Language Commission. The commission tests documents for clarity, grammar and layout. Following the final version being approved by the Council's Executive it will be accredited by the commission and able to display their accreditation stamp.

3. MAIN CHANGES TO TENANCY AGREEMENT

- 3.1 As a reminder to Members listed below are the proposed main changes to the tenancy agreement that we consulted tenants on:
- The format of the tenancy agreement has been altered to make the rights and responsibilities of the tenant and the Council clearer. Also the tenant will be asked to sign the tenancy agreement. Currently the tenants sign a separate form stating they have seen and understood the terms and conditions.

- An explanation of the more technical words and phrases have been included in the agreement to assist tenants who may not have an understanding of housing and the “jargon” used.
- The revised tenancy agreement makes reference to the new powers given to the Council in relation to demoted tenancies.
- The housing solicitor has strengthened and made more explicit all the terms in relation to anti-social behaviour. This will enable the Council to be more effective in tackling appropriate cases and assist judges in identifying breaches in the agreement.
- One of the recommendations following the mock inspection was that the Council should be able to demonstrate to its tenants how much they are paying for services such as cleaning or grounds maintenance and that it should be separated from the rent. This would allow tenants to then have a say in the level of service (frequency and quality) they receive from the Council and if it represents value for money. Although this clause will be in the revised tenancy agreement which will be in force from April 2009 there will follow a period of reviewing the full implications of this and no service charges will be charged to tenants until April 2010 at the earliest.
- The Council is currently reviewing the services it provides to its elderly residents. Part of this review includes advice from Supporting People that some support services will move away from being property based and become more client based. A clause has been added to the revised tenancy agreement to allow for this.

4. RESULTS OF THE TENANTS CONSULTATION

- 4.1 The Council wrote to each of our 5000 tenants explaining the proposed changes, the process involved in the consultation and included a copy of the proposed new tenancy agreement. A total of 18 tenants contacted us to make comments on the contents of the new agreement.
- 4.2 The contents of these 18 comments can be broken down as follows:
- 5 tenants requested a copy of their existing tenancy agreement in order to make further more direct comparisons. Although copies of their existing agreements were sent to them, none of these tenants came back to us with further comments or concerns.
 - 5 tenants raised concerns over separating the service charge element from the rent. The questions raised related to whether this would constitute a significant increase in the amount payable, whether service charges would be eligible for housing benefit and the impact on service charges paid by leaseholders.
 - 4 tenants contacted the council to state they liked the new tenancy agreement and were happy to see its introduction in April 2009.
 - Other individual comments were:
 - i) The inclusion of a clause to make residents act more environmentally responsible on issues such as recycling etc. *Whilst this is a laudable suggestion it would not be practical to manage, quantify or enforce if breached as a clause within the tenancy agreement.*
 - ii) A caveat to clause 10.1 (h) allowing tenants with guide dogs permission to keep dogs at Rennes House. *It is unlikely that the Guide Dogs for*

the Blind Association would allow a tenant to keep a guide dog in a flat without a separate garden. Therefore this suggestion is deemed to be unnecessary.

- iii) Concern over the service of notices, including the option to attach the notice to the door. *It was explained to the tenant that we would use this method of service if all the others listed had failed and was not usual practice.*
- iv) A comment was received stating that the proposed new tenancy agreement did not give information regarding the assisted decorating scheme. *We wrote to the tenant to confirm it is mentioned in the new proposed agreement in section 15.7.*

5. CHANGES AS A RESULT OF THE CONSULTATION EXERCISE

5.1 Following the consultation exercise the following changes have been made to the proposed Tenancy Agreement. A full copy of the agreement can be found in Appendix I.

- (i) Removed reference to the repairs handbook for those repairs that are the tenant's responsibility, as legal advice suggests any changes to the handbook could be legally challenged as a change to the tenancy agreement. Therefore such changes would need to come under the same statutory guidance for consultation as per section 103 and 105 of the Housing Act 1985. All repairs listed in the handbook are now also listed in the tenancy agreement in section 9.9
- (ii) In section 10.1 (h) changed the word 'pet' to 'animal' to ensure there is no confusion over what is considered within the definition of a pet.
- (iii) Section 10.2 has been amended following recommendation from our fire risk assessments in blocks of flats and advice from the fire service to restrict tenants from putting any items in communal areas (previously stated they must be 'clear from obstruction'). This change is to ensure there are not different interpretations put on the term "clear from obstruction". The term 'any item' is much clearer for officers to understand and should be easier to enforce if breached.
- (iv) In section 10.3 we expanded the term keeping the garden tidy and free from rubbish to include walls and hedge trimmings to ensure tenants were clear about their responsibilities.
- (v) On the declaration page (final page) we have altered the statement to "This agreement is for the home **and garden** for your exclusive use at". This is to ensure tenants are clear about the agreement including their responsibilities in relation to the gardens.

6. TIMETABLE FOR IMPLEMENTATION

6.1 Section 103 of the Housing Act 1985 sets out the necessary actions the Council has to take in order to vary a tenant's secure tenancy. So far we have notified all existing tenants via the Council's website and by individual letters explaining the changes within the revised version of the tenancy agreement and giving them 6 weeks to make comments.

6.2 These responses have been collated and are set out in section 4 of this report. Changes made as a result of this consultation are set out in Section 5.

- 6.3 Once the final version of the new tenancy agreement has been agreed we will formally write to all tenants notifying them that the new agreement will be come into force in April 2009. Within this letter we will include a copy of the new tenancy agreement for their information. We will not require a signed copy to be returned because this consultation and implementation procedure complies with Sections 103 and 105 of the Housing Act 1985.

7. RECOMMENDED

That Scrutiny Committee – Community supports and Executive approves the implementation and introduction of the revised tenancy agreement from April 2009.

HEAD OF HOUSING SERVICES

S:LP/Committee 109SCC2
11.12.08

COMMUNITY AND ENVIRONMENT DIRECTORATE

Local Government (Access to Information) Act 1985 (as amended)

Background papers used in compiling the report: -

Housing Act 1985