

APPENDIX B

1 SUMMARY OF COMMENTS MADE ABOUT TENANCY AGREEMENT

- 1.1 The following table provides a summary of specific responses to the tenancy agreement received from tenants, and the Council's response. The numbers of responses to specific issues is recorded in the main report at section 5.
- 1.2 The comments are representative of comments received and where more than one respondent has made a similar comment, not all comments are reproduced. A more detailed, 'anonymised' record of all responses received will be made available on the Council's website.

Section of tenancy agreement referred to	Comment Received	Officer comment
Part A	Introduction to your tenancy agreement	
	No comments received	
Part B	Types of tenancy	
	Some tenants found the paragraphs relating to the different types of tenancy confusing and felt that the Council have made it complicated, although in the main they understood why the changes were necessary.	This has been noted for future reference. Officers were available to explain the new tenancy types to respondents
B 2	Secure Tenancy A number of tenants felt section that section B2, regarding the length of time that sheltered tenants are allowed to have guests to stay for (2 nights), was not acceptable, and should be increased	After consideration, this has been changed to 5 nights
Part C	Your Rights and Responsibilities	
C2	Going away for long periods Some tenants had concerns over the length of time they were allowed to be absent from property without notifying the housing office. Some tenants suggested that the period should be increased to a minimum of 4 weeks rather than the 3 weeks that was proposed.	The Council are of the opinion that the 3 week time limit is reasonable. If tenants are going away for longer than 3 weeks, they must let your area housing office know. This is because we need to know how to contact tenants if necessary, and it will let us know tenants have not abandoned their home.

Section of tenancy agreement referred to	Comment Received	Officer comment
C4	<p>Lodgers On the issue of overnight visitors, a number of tenants in Sheltered Accommodation felt that they should be given the same rights as all tenants as they often needed extra help from friends and relatives who need to stay for periods of time.</p>	<p>After consideration the Council has amended this clause and increased the limit or stays for visitors to 5 nights in any given week.</p>
C8	<p>Succession A tenant felt Section 7A, on succession to be vague.</p>	<p>The Council is of the opinion Section 7A of the tenancy agreement (section a -d) clearly sets out the position in regard to this issue</p>
	<p>Part D Paying your rent and other charges No comments received</p>	
	<p>Part E Repairs, improvements and alterations to your home</p>	
E1	<p>A tenant wanted clarification on whether laminate flooring could be fitted in their property.</p>	<p>The tenancy agreement does not specifically prohibit laminate flooring. It does however say that any floor covering must not cause a noise nuisance to neighbours.</p>
E2	<p>A tenant agreed with most of the proposals contained within the new tenancy agreement but not with paying for repairs.</p>	<p>The Council are of view that this is reasonable. Charges for repairs would occur only if a tenant is responsible for any repairs caused because they or anyone living with or visiting them, have not looked after their home properly, or have caused damage. If the Council have to carry out repairs to a tenant's home in these circumstances the tenant will have to pay our costs. This does not apply to damage caused by fair wear and tear or vandalism, as long as the damage is reported to the police and to the Council as soon as the tenant finds out about it.</p>
E2	<p>A tenant asked how will part E.2 of the tenancy agreement regarding laminate flooring be enforced</p>	<p>This will be enforced using the usual housing management methods.</p>

Section of tenancy agreement referred to	Comment Received	Officer comment
E2	A tenant was concerned about having to carry out repairs to heating.	The Council is of the view that its position on repairs is reasonable. Most general repairs and repairs to heating will be carried out by the Council, unless they required as a result of damage caused by the tenant of the property, members of their family, or their visitors.
	Part F Access to your home	
	No comments received	
Part G	Part G Health & Safety	
	One tenant expressed interest in the health & safety information	The Council is in agreement with the tenant's view that Health & Safety is an important area of the tenancy agreement.
	Part H responsibilities for gardens and shared areas.	
	No comment received	
	Part I Living in your home and your behaviour	
	A tenant expressed concern over what would happen if he is convicted for assault as a result of self-defence and asked if in such circumstances he would lose his tenancy.	It is not possible to answer questions such as this as they are dependent on the details of individual cases, as decided by the courts.
	A tenant disagreed that they should be responsible for their visitors' behaviour.	The Council feels that it is reasonable, in order to minimise antisocial behaviour, for tenants to be responsible for their visitors; as they are under the existing tenancy agreement.
	Part J Dogs, Pets and other Animals	
	Opinion on the sections of the tenancy relating to dogs was divided. Half of the respondents who referred to dogs were in favour of a greater level of regulation in relation to the keeping of dogs in Council properties. The other half were concerned about how the new tenancy conditions would affect their dog ownership.	The Council feels that the section relating to the keeping of animals is reasonable. The intention is not to prevent tenants from keeping pets, only that action can be taken to ensure that any nuisance arising from the keeping of pets can be effectively dealt with.
	Part K Parking	
Part Kb	A tenant commented that they often service & maintain their own vehicle.	The new conditions of tenancy do not prohibit routine servicing of vehicles

Section of tenancy agreement referred to	Comment Received	Officer comment
	They also said that paragraph contradicts itself and needs to be made clearer. Also, finding parking can often be very difficult as spaces are limited.	owned by tenants outside their homes. Although parking is not covered by the tenancy agreement, the comments about parking have been noted as part of a separate on-going review of parking in the borough.
	Part L Consulting you, changing the tenancy agreement, and the information that we keep about you.	
Part Lc	A tenant expressed concerns over the Council's use and sharing of personal data.	The Council will manage personal data that we hold on tenants in accordance with the Data Protection Act and will only retain this information for the minimum amount of time necessary, which will be 12 years after termination of the tenancy. Further information on the Council's approach to protection of data held about them will be provided in the Tenancy Support Pack.
	Part M Ending your tenancy	
	No comments received	
	Part N Signing your tenancy agreement A tenant did not agree with having to provide a photograph, believing it infringes the Data Protection Act.	The Council requires photos of the tenant or joint tenants to assist with its wider approach to preventing tenancy fraud, where the home allocated to one household is passed onto another without the Council's consent. Having photographic identification can help prevent this happening, which benefits existing and future tenants.

2 Sample of general comments

2.1 The following is a brief example, again not comprehensive, of general comments that demonstrated either positive or negative about the new tenancy agreement.

2.2 Positive comments

“I agree with the proposals, especially the I.D photo’s, but how will the Council monitor persons who should be in the property”

“I think that the agreement is fair and will abide by it”

“Happy with the current agreement and also happy with proposed agreement.”

“Proposed agreement is good. Clear to understand”

“Seems fair and sensible. Will enable the Council to take action in the future against those who break the agreement”.

2.3 Negative comments

“I do not want to sign the new agreement. I do not agree with flexible tenancies, as this will make tenants feel insecure”

“Too many pages to read, which is off-putting”

“Consultation documents are very confusing as elderly. Son had to explain to me.