

Final Notice of Variation to Tenancy Agreement

DATED THIS _____ day of _____ 2015, pursuant to
Section 103 of the Housing Act 1985

How we have structured this Final Notice of Variation.

In the table below we set out in the first column the name of the section of the agreement we are referring to. In the second column the relevant pages of the new tenancy agreement that is enclosed with this notice. In the third column the corresponding page number in the old agreement a copy of which was sent to you with the preliminary notice and in the final column an explanation of the changes made. Additional changes have been made to the new Tenancy Agreement arising out of the consultation process. These have also been set out in the final column highlighted in red.

If you would like this in large print, Braille or any other format or translated into another language please contact us on the telephone number shown on the accompanying letter.

| Section | New Tenancy Agreement Page No. | Old Tenancy Agreement Page No. | Explanation |
|----------------------|---|---|---|
| Contents | 1 | 4 | This is a new contents page to make it easier to follow the agreement and replaces the contents on page 4 of the old agreement. |
| Glossary of Terms | 2 and 3 | None | These are new provisions which explain a number of the words used in the agreement. |
| Introduction | 4 | 5 | This is the introduction page. We are proposing that most terms and conditions will apply to all tenancy types and clarifies that breaches of the tenancy may also be breaches of the law. The terms make it clear that tenants are responsible for other occupiers and visitors. It notes that a handbook is available for further information and assistance. We have removed page 5 of the old agreement and replaced it with the new pages 4. |
| | | | |

| | | | |
|-----------------------------|----------|------|--|
| Your Tenancy Agreement | 5 | None | These are new provisions emphasising the importance of the tenancy conditions and what may happen if the conditions are broken. The new tenancy details form is explained and the information that will be recorded. There is no corresponding page in the old agreement. |
| Your Tenancy Agreement | 6 | None | There are new provisions clarifying the rights and responsibilities of joint tenants. The types of tenancies available are explained and some of the differences between them. The position of third parties (neither us as landlord or you as tenant) is set out. There is no corresponding page on the old agreement. |
| Your Tenancy Agreement | 7 | None | There are new provisions setting out our obligations under Data Protection law providing a new address for service of Notices on us and setting out where the Council will serve documents on you. We clarify what changes to tenants' names are possible. There is no corresponding page in the old agreement. |
| Your Rent and other Charges | 8 | 6 | We have replaced the existing provisions on page 6 of the old agreement with new page 8 which sets out a more comprehensive list of the charges which may be included in the rent and charges for services such as cleaning which will be separate from the rent charged. We can vary the service provided and charges made in the future. This part also sets out in more detail the rent and other charges which you must pay. |
| Your Rights for both | 9 and 10 | 3 | We have removed page 3 of the old agreement entirely and replaced it with the |

| | | | |
|--|-----------|----------|---|
| Introductory and Secure Tenants | | | <p>provisions in pages 9 and 10. We want to ensure all tenant's rights are found in one section of the Agreement that both secure and introductory tenants clearly understand the rights that they share in common and how they may differ. We have accordingly expanded the explanation of those rights. Your rights to be consulted are set out in more detail as are your rights to know how well we are doing.</p> <p>On page 10 of the new agreement we have added the words "If you would like any more information on any of your rights, please contact the Council."</p> |
| Your Rights Extra Rights for Secure Tenants only | 11 and 12 | 8 and 16 | <p>When page 16 of the old agreement was removed we added the wording on pages 11 and 12 to make it clear the extra Rights that Secure tenants enjoy. The right to claim compensation for improvement is included in this section and has replaced the content of page 8 of the old agreement, although the wording remains the same. The provisions of the Right to Buy as well as the exceptions are set out under Your Rights for the first time.</p> |
| Repairs and Improvements | 13 and 14 | 7 | <p>We have removed page 7 of the old agreement and replaced it with pages 13 and 14 which set out in greater detail the joint responsibilities we as landlord and you as tenant have when looking after your home. The agreement also clarifies when we can obtain access to your home and when we may recharge for failed appointments.</p> <p>On Page 13 of the new agreement we have deleted the words "when necessary, or".</p> |

| | | | |
|-----------------|-----------------------|------------------|---|
| | | | <p>On Page 13 of the new agreement we have added the words “We will maintain Fire Alarms in communal areas.”</p> <p>On Page 14 of the new agreement we have added the word “installing” in number 6. On Page 14 of the new agreement we have deleted the words “Highways Department” and replaced them with “Council” in number 9.</p> |
| Using Your Home | 15, 16, 17, 18 and 19 | 9, 10, 14 and 15 | <p>We have removed pages 9, 10, 14 and 15 of the old agreement and replaced them with new sections on pages 15, 16, 17, 18 and 19, which much more comprehensively cover not only the direct use of your home, but issues surrounding your home including gardens, fire safety in and around your home, the keeping of vehicles, animals and the use of communal areas. By setting out these provisions in greater detail we believe it will help all residents to enjoy the quality of life to which they are entitled and enable the Council to take appropriate action to resolve issues that do arise.</p> <p>On Page 15 of the new agreement we have added the words “tree” in number 7.</p> <p>On Page 15 of the new agreement we have added the words “You must cut lawns and trim hedges regularly. Trees and shrubs must also be kept pruned.” in number 11.</p> <p>On Page 16 of the new agreement in number 16 we have deleted the words “normal domestic” and replaced them with “hobby trade.”</p> <p>On Page 16 of the new agreement we have replaced the words in number 17 with the</p> |

| | | | |
|---|------------------|------------------|--|
| | | | <p>following “You must not keep dangerous quantities of materials at the property, these can include (but are not limited to) compressed gas, fireworks or flammable liquids.”</p> <p>On Page 17 of the new agreement we have added the words “or garden waste incinerator” to number 20.</p> <p>On Page 17 of the new agreement we have added the words “paper, card or small quantities of garden waste” and “or toxic such as aerosols and tyres” in number 21 .</p> <p>On Page 17 of the new agreement we have deleted the words “and if necessary the Highways department” from number 27.</p> <p>On Pages 17 of the new agreement we have added the word “pets” before the word “animals”.</p> <p>On Page 18 of the new agreement we have added the words “pet or” before the word “animal” and have added the following words to number 36 “All dogs, must be kept on a lead in communal areas or grounds”.</p> |
| <p>Your Responsibility to the Community</p> | <p>20 and 21</p> | <p>11 and 12</p> | <p>We have removed pages 11 and 12 of your old tenancy agreement and replaced these with pages 20 and 21 in the agreement. The provisions add extra examples of illegal activity under number 3, expand the meaning of harassment under number 4, by adding the words “This includes abusive or offensive signs on Council owned property” to number 6.</p> <p>On Page 21 of the new agreement at number 9 we have added the words “including access for emergency service vehicles.”</p> |

| | | | |
|---|---------------|------|--|
| The Council's Responsibilities | 22 | 13 | <p>Page 22 replaces page 13 of the old agreement and sets out the commitment of the Council to help with issues of nuisance, harassment and how formal complaints can be made.</p> <p>On Page 22 of the new agreement we have deleted the words "using the appropriate form available from the Council" and replaced this with "You may also make your complaint by e-mail, on-line or by phone".</p> |
| Enforcement of Tenancy Conditions | 23, 24 and 25 | None | <p>We have introduced new provisions set out in these pages of the tenancy agreement. The number of tools available to deal with nuisance and anti-social behaviour has changed and this section explains some of the remedies that are available to the Council in the event of incidents of anti- social behaviour or other breach of tenancy. There are no corresponding pages in the old agreement.</p> |
| Ending Your Tenancy and Leaving your Home | 26 and 27 | 17 | <p>We have replaced page 17 of the old agreement with pages 26 and 27 of the new agreement. The changes made in the agreement number 1 delete the reference to what happens in the event of a tenant's death, which are set out in new numbers 2 and 3. Number 5 adds an additional item of reinstating excavated ponds that the Council may charge for and sets out under number 5 additional steps the tenant should take at the end of the tenancy. Page 27 contains new provisions in number 7 and 8 setting out new requirements to be observed when a tenancy ends. Pages 27 also contain new provisions setting out the Council's</p> |

| | | | |
|-----------------------------------|----|------|---|
| | | | <p>procedure if it wishes to end either an Introductory or Secure Tenancy.</p> <p>On page 26 of the new agreement we have changed the wording in number 2 from “must give at least four weeks notice” to “may give a maximum of four weeks notice”, and deleted “Monday” replacing it with “Sunday”.</p> <p>On page 27 of the new agreement we have deleted the words “will not be entitled to be registered” and replaced them with “will have reduced preference”</p> |
| Tenancy Details form Introductory | 28 | None | This is a new form that is to be signed by an Introductory Tenant and will set out the rent and other charges to be paid. There is no corresponding page in the old agreement. |
| Tenancy Details form Secure | 29 | None | This is a new form that is to be signed by a Secure Tenant and will set out the rent and other charges to be paid. There is no corresponding page in the old agreement. |