Proposed tenancy agreement changes

This summary explains the main proposed changes to your tenancy agreement. It should be read together with the letter sent to you explaining the process of consultation that the Council is now undertaking.

The updated agreement is intended to make your rights and responsibilities clearer, reflect changes in the law and requirements applying to social landlords, and take account of feedback from a group of our engaged tenants. This summary highlights the changes we consider most likely to affect tenants. It does not describe every proposed change and does not replace the full proposed tenancy agreement.

To read the full 'clause by clause' changes, please visit www.homesinsomerset.org and search new tenancy agreement You can also ask us for a paper copy or an accessible version.

Throughout this summary, references to changes mean those proposed and on which we are consulting.

Payments for your Home

In this section we have added a requirement for tenants to commit to paying any debts they have outstanding from previous tenancies with us. This includes outstanding rent on properties previously rented from the Council. If you had rent arrears, you would be expected to agree a repayment plan with us, and this would be noted on your new tenancy agreement. Any money owed will be dealt with separately from the rent due on your current home.

Introductory, secure and joint tenancies

The proposed agreement explains the different tenancy types we use, including introductory and secure tenancies, and how joint tenancies operate. Your existing tenancy status would not change simply because the agreement is updated.

Your Tenancy

Key changes include clearer information about your tenancy type, home, occupancy, lodgers and subletting.

The agreement will also explain introductory, secure and joint tenancies.

It will set out how your information is used and how formal notices are sent.

Your Rights

Following tenant feedback, we have moved this section to the beginning of the agreement, so your rights are easier to find.

We have explained more clearly how we will ask for your views on changes that affect you. We have also added more updated information about who may take over your tenancy, your right to swap or buy your home, and the rules for having a lodger or renting out part of your home. What you are allowed, or not allowed to do has not changed.

Our Obligations – Higher Risk Buildings

The proposed agreement would include new information about the additional building-safety responsibilities that apply where your home is in a higher-risk building. This includes responsibilities relating to fire and structural safety, information for residents, resident engagement and building-safety complaints. This section would apply only if your home is in a building covered by the higher-risk building regime.

Your Obligations - Payments for your home

The updated agreement proposes that rent is charged weekly throughout the year. **For former Homes in Somerset tenants, this represents a change from the previous arrangement, where the annual rent was collected over 50 weeks, with no scheduled payments for two weeks over the Christmas period.** It also explains that you must pay your rent in advance. When your tenancy starts, we will ask you to pay two weeks' rent in advance. The agreement gives clearer information about service charges, ways to pay and what may happen if you miss a payment. It explains that you are responsible for claiming any benefits you are entitled to, dealing with any overpayments and paying your utility bills. It also explains why you should take out contents insurance.

Use of Your Home and Communal Areas

Key changes include clearer rules about looking after your home and shared areas. The proposed agreement would explain more clearly when we may request access, including for inspections, repairs, safety checks, surveys and planned work. In most cases, we would give at least 24 hours' written notice. We may enter without prior notice only in a genuine emergency or where another legal authority permits this.

The pets section has been rewritten and you will no longer need to ask permission before getting a pet, however, some homes may not be suitable for pets. We will tell you this before your tenancy starts. When you do have pets, you must make sure they do not cause a nuisance or annoyance.

The agreement explains when you need permission to run a business from your home and how to do this.

It gives clearer information about storage and use of items that could catch fire or cause harm.

We have updated the section on pests and explain when you may have to pay for pest control, if an infestation has been caused or made worse by your actions or failure to take reasonable care.

The agreement explains your responsibilities for gardens, boundaries and fences, and says you must not install a pond or sunken water feature nor allow invasive plant species to grow (such as Japanese knotweed or bamboo). If a pond was already present when the new agreement starts, its continued presence would not, by itself, be treated as a breach. Existing ponds would need to be reported to us and kept safe and properly maintained.

To keep people safe from fire, you must keep shared areas clear. You must not store anything on a balcony that could create a fire risk. We will regularly clean shared areas, but you must dispose of your own litter and waste and help keep these areas tidy.

Your Community Responsibilities

This section has been strengthened to make it clearer what behaviour is expected and what is considered unacceptable. It more clearly sets out the behaviour expected from tenants, household members and visitors and explains your responsibilities in relation to antisocial behaviour, domestic abuse and unacceptable behaviour towards neighbours, staff and contractors. Information about hate incidents and harassment has been updated in line with our Hate Crime Policy and equality law and we have updated our section on Domestic Abuse.

The section also includes clearer rules about CCTV, video doorbells and other recording devices, as well as vehicles, parking, electric vehicle charging and vehicles declared off the road.

Repairs, Maintenance and Alterations

This section gives clearer information about repair responsibilities and when you need permission to make changes to your home. When we are called to clear blockages to sinks, toilets, baths or showers caused by tenants disposing of inappropriate materials, such as wet wipes or nappies, you may have to pay for the work.

We have emphasised that tenants need to let us know about defects, damp, mould, leaks, electrical faults or fire risks as soon as reasonably possible. We have set out that if carpet is provided to you, you will be responsible for looking after it. We have also made it clear that you must not install hardwood or laminate flooring in upstairs flats because of the risk of noise transmission.

Lofts must not be used for storage. Fire safety rules and the safe use and storage of e-bikes, e-scooters, mobility scooters and portable power equipment has also been

included. Plug-in solar panels will not be permitted because of electrical, fire safety and building management risks. The section also explains how we will carry out planned improvements and work to make homes more energy efficient, including heating upgrades. You may have to pay costs if you refuse work that has already been agreed.

When your tenancy ends

You must leave your home in good decorative order and tell utility providers that you are moving. You will not have to use specific colours, but you may be asked to redecorate very dark colours, murals or specialist finishes to neutral colours.

We have also clarified what happens if a tenant dies, including succession rights, and the steps required if there is no one entitled to take over the tenancy.