Table of clauses within existing 'Somerset Council' Tenancy Agreement with proposed updated provisions. The original tenancy agreements are those issued to tenants previously managed by Taunton Deane Borough Council, Somerset West and Taunton Council or Somerset Council (rather than Homes in Somerset) .				
Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
Introduction	No existing provision	«offeraddress1»	New format	No impact
Introduction	No existing provision	«offeraddress2»	New format	No impact
Introduction	No existing provision	«offeraddress3»	New format	No impact
Introduction	No existing provision	«offerpostcode»	New format	No impact
Introduction	All tenants should sign below, after reading this agreement. If there is anything you do not understand, please ask.	This agreement is a contract between us and you, or anyone who takes over as the landlord or tenant. It does not give any rights or duties to anyone else.	It is necessary to do this to ensure the new agreement properly reflects the ALMO's role in managing the stock on behalf of Somerset Council. We have included provisions to repay former tenant debt as part of this new agreement.	Somerset Council remains your landlord. You will be formally required to repay any debt that is included within this agreement.
Introduction	Address of the property rented in this agreement is:	When you sign this agreement, you will become either an introductory or secure tenant, and you must comply with the terms of the tenancy. This agreement will tell you which type of tenancy you have been given.		
Introduction	The name(s) of the tenant(s) are:	The information given to you at sign-up provides more detailed information on how to access the range of services we provide and how to help you manage and keep your tenancy.		
Introduction	THE LANDLORD IS SOMERSET COUNCIL	This is an agreement between Somerset Council and you. You must sign the agreement when you become a tenant. Homes in Somerset, which is the Arm's Length Management Organisation (ALMO) for Somerset Council, manages the property and provides housing management services on the Council's behalf. References in this agreement to "we", "us" and "our" mean the Council acting directly or through its authorised managing agent, employees, contractors or representatives.		
Introduction	The information I (or we) gave in the housing application form was and still is true. I (or we) understand and agree to the conditions in this	The agreement is a legal contract.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
	Tenancy Agreement.			
Introduction	Tenant(s) signature: _____	The agreement explains your legal rights and responsibilities as a tenant, and our rights and responsibilities as your landlord. You must read the full agreement before you sign.		
Introduction	Date: _____	The responsibilities in this agreement apply to you, your husband, wife, civil partner, children, and your friends, relatives, and anyone else living in or visiting your home. You must take reasonable steps to ensure that they comply with the relevant terms of this agreement.		
Introduction	Signed on behalf of Somerset Council	Under this agreement, you are a tenant, which means that we cannot interfere with your right to live in the property except under circumstances set out in law.		
Introduction	Signature: _____	We cannot make you leave the property unless we get a court order after giving you notice that we are going to get an order.		
Introduction	Officer Name: _____ ADDRESS: Somerset Council, Deane House, Belvedere Road, Taunton TA1 1HE (which is also the address for service of any notices on it). This clause constitutes notice for the purpose of the Landlord and Tenant Act 1987 s48.	You must provide information which is accurate and complete to the best of your knowledge. You must also tell us if information relevant to your housing application changes before the tenancy begins.		
Introduction	*Section has been re-written with additional clauses.*	If this tenancy was granted because of a statement which you, or someone acting on your behalf, knew was false or made recklessly, we may take legal action. This may include possession proceedings where a legal ground is available , and it is reasonable to do so.		

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Introduction	*Section has been re-written with additional clauses.*	This Tenancy Agreement is between Somerset Council, of Bridgwater House, King Square, Bridgwater, Somerset, TA6 3AR (“us”, “we”, “our”, “the Council”) and you, the tenant(s). ("you"). Homes in Somerset manages the tenancy and provides housing-management services on behalf of the Council.		
Introduction	*Section has been re-written with additional clauses.*	In the case of joint tenants “you” means each joint tenant named above. Each of you individually has the full responsibility and rights set out in this agreement in respect of: Address of the property «offeraddress1» «offeraddress2» «offeraddress3» «offerpostcode»		
Introduction	*Section has been re-written with additional clauses.*	(“your home” or “the property”). In this agreement “your home” or “the property” means the premises at the address above and includes anygarage, yard, outbuildings, balcony or other facility or amenity provided by us for your exclusive use and where applicable also includes any furniture and effects which are specified in an inventory signed by you		

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		and us and is set out in Schedule 1 of this agreement. It does not include communal areas, although you may use communal areas provided for residents in accordance with this agreement.		
Introduction	*Section has been re-written with additional clauses.*	The property must not be occupied in a way which causes statutory overcrowding. You must tell us if anyone moves into or out of the property as their main home. We will consider any proposed changes in the household in accordance with the law, this agreement and our relevant policies.		
Introduction	*Section has been re-written with additional clauses.*	*Please keep this information up to date.		
Introduction	*Section has been re-written with additional clauses.*	Providing emergency-contact details does not make that person responsible for the tenancy, rent or any other debt. We will process these details in accordance with our privacy notice.		
Introduction Introduction	*Section has been re-written with additional clauses.* *Section has been re-written with additional clauses.*	Payment of Former Debts to us Delete or insert:		
Introduction	*Section has been re-written with additional clauses.*	You agree that, at the date of signing this agreement, you owe us:		
Introduction	*Section has been re-written with additional clauses.*	£ for		
Introduction	*Section has been re-written with additional clauses.*	Relating to your former tenancy at		
Introduction	*Section has been re-written with additional clauses.*	You agree to repay this debt at £ per week, each Monday for the week ahead.		
Introduction	*Section has been re-written with additional clauses.*	You agree to pay this as well as the payments to be made under *the 'payments for your home' section of this agreement.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
Introduction	*Section has been re-written with additional clauses.*	You agree that if you do not make the payments set out above, you will be in breach of this agreement and that the former tenant debt will be payable to us in full immediately.		
Introduction	*Section has been re-written with additional clauses.*	The information I/we have given in the housing application form was and still is true and accurate.		
Introduction	*Section has been re-written with additional clauses.*	I/we have read the terms and conditions of the tenancy agreement. I/we understand that I/we should not sign unless I/we are prepared to agree to the terms and conditions. If you do not understand this agreement or anything in it, it is strongly suggested you ask for it to be explained before you sign it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.		
Introduction	*Section has been re-written with additional clauses.*	Signed:		
Introduction	*Section has been re-written with additional clauses.*	Print name:		
Introduction	*Section has been re-written with additional clauses.*	Date:		
Introduction	*Section has been re-written with additional clauses.*	Signed:		
Introduction	*Section has been re-written with additional clauses.*	Print name:		
Introduction	*Section has been re-written with additional clauses.*	Date:		
Introduction	*Section has been re-written with additional clauses.*	Signed:		
Introduction	*Section has been re-written with additional clauses.*	Print name: «UserName»		
Introduction	*Section has been re-written with additional*	Date: «createddate»		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
	clauses.			
Introduction	*Section has been re-written with additional clauses.*	Job title:		
1) Your occupation of the property	You will be required to ensure that you occupy the property within four weeks of the commencement date of your tenancy, unless the prior written permission of the Housing Manager - Operations has been granted for a longer period. It is a requirement of the tenancy that all people for whom accommodation was requested on the housing application form occupy the dwelling as their only or principal home.	Covered in Section Use of the Property - You agree to take possession of the property from the date you sign this agreement and use it as your main and principal home. If we have reasonable grounds for believing you are not occupying the property in this manner or it has been abandoned, we will investigate and take appropriate action. Such action may include serving a notice on you, requiring you to give up possession of the property in accordance with the Protection from Eviction Act 1977.	The principles around occupancy of the property remain unchanged. The section has been significantly broadened to provide more detail around our expectations to provide greater clarity. The existing section is now captured in several new areas of the draft Tenancy Agreement for ease of reference. These sections are listed in the ''New Provision'' column.	No material change, just more information
1) Your occupation of the property	Your tenancy of the property is on a weekly basis and may only be terminated by you giving the Council not less than 28 days' notice in writing. The termination date must be on a Monday.	Covered in Section - Moving Out. You must give us four weeks' written notice, ending on a Sunday, of your intention to end your tenancy.	This change has been made to align the existing agreements.	You must give us four weeks written notice, of which the termination day must be a Sunday not a Monday.
1) Your occupation of the property	You must allow the next prospective tenant, with written permission from the Council, to enter and view the premises at convenient times during the 28-day period preceding termination of the tenancy. You must also allow the Council's officers access to examine the dwelling during this period.	You must give us access to the property to carry out an inspection, survey the property or allow us to carry out viewings with prospective tenants during your notice period.		
1) Your occupation of the property	You will not be entitled to use the premises other than as a private dwelling, sublet the property or	New Section 'Lodgers, subletting and parting with possession'	The sections on lodgers, assignment	Principles unchanged

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
	any part of the property, assign the tenancy, exchange the tenancy with another tenant, without the Council's prior written consent (which will not be unreasonably withheld).		and mutual exchange are clarified in more detail in the sections covering tenants' rights in the new agreement.	
1) Your occupation of the property	*Section has been re-written with additional clauses.*	Taking in a lodger (Secure tenants only)	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	You may take in a lodger without obtaining our consent, if you continue to occupy the property as your only or principal home.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	You must tell us in writing when a lodger moves into or leaves the property. You must provide the lodger's name and any other information we reasonably require managing the tenancy, prevent overcrowding, protect the safety of residents or comply with our legal obligations.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	A lodger does not become a tenant of the Council and does not acquire any right to take over your tenancy merely because they live at the property. You remain responsible for paying the rent and for complying with this agreement.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	You are responsible for taking reasonable steps to ensure that your lodger does not cause nuisance, harassment, damage or another breach of this agreement.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	Subletting (Secure tenants only)	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
1) Your occupation of the property	*Section has been re-written with additional clauses.*	You must obtain our written consent, before subletting any part of the property.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	Your request must provide sufficient information for us to consider it. This may include the name of the proposed subtenant, the part of the property you propose to sublet, the proposed start date and duration of the arrangement, the number of people who would live in the property and any payment or rent the proposed subtenant would make.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	We will consider your request within a reasonable time and will not unreasonably withhold consent. In deciding whether it is reasonable to give consent, we may take account of matters permitted by law, including whether the arrangement would cause the property to become overcrowded and whether we intend to carry out work to the property which may affect the proposed accommodation.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	If we refuse consent, we will explain our reasons in writing.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	You must not allow the proposed subletting to begin unless and until you have received our written consent.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	If we give consent you must continue to occupy the property as your only or principal home and remain responsible for paying the rent and complying with this	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		agreement. You are also responsible for taking reasonable steps to ensure that your subtenant does not cause nuisance, harassment, damage or another breach of this agreement.		
1) Your occupation of the property	*Section has been re-written with additional clauses.*	Subletting the whole property	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	You must not sublet, give up possession of, or allow another person to take possession of the whole property.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	You must continue to occupy the property as your only or principal home. If you sublet or part with possession of the whole property, your tenancy may cease to be secure and may not regain secure status even if the arrangement later ends.	Better clarification on lodgers, subletting and parting with possession.	You cannot sublet the entire property, but you may be able to sublet part of the property with written permission.
1) Your occupation of the property	*Section has been re-written with additional clauses.*	Subletting or parting with possession of the whole property may also amount to a breach of this agreement or a criminal offence. We may investigate and take appropriate action, including possession proceedings or other legal action where the legal requirements are met.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	*Section has been re-written with additional clauses.*	Nothing in this clause prevents a lawful assignment, mutual exchange or transfer of the tenancy carried out in accordance with the law and relevant provisions of this agreement.	Better clarification on lodgers, subletting and parting with possession.	Principles unchanged
1) Your occupation of the property	You must leave the premises, including the Council's fixtures, in a reasonable state of repair and decoration and remove all possessions, including rubbish and debris, ensuring that the	Within section Moving Out	The principle remains unchanged. However, the new agreement builds in our	You may be recharged if you do not leave your property in line with the new expectations in the

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
	dwelling is left in a clean condition. The Council will dispose of any rubbish or items left at the premises and will recover the cost from you.		expectations to leave the property vacant and to a reasonable standard as well as pay any rent or service charge due when the tenancy is ended. This section also includes provision around the death of a tenant, again to ensure legislative compliance but to provide further clarity on our expectations, policies and processes.	tenancy.
1) Your occupation of the property	*Section has been re-written with additional clauses*	You must give us four weeks' written notice, ending on a Sunday, of your intention to end your tenancy.		
1) Your occupation of the property	*Section has been re-written with additional clauses*	You must give us vacant possession (meaning removing all items and ensuring all persons leave) and return all keys to your home at the end of the tenancy.		
1) Your occupation of the property	*Section has been re-written with additional clauses*	You must give us access to the property to carry out an inspection, survey the property or allow us to carry out viewings with prospective tenants during your notice period.		
1) Your occupation of the property	*Section has been re-written with additional clauses*	You must remove all furniture, personal possessions and rubbish from the property and garden and leave your home and our fixtures and fittings in good condition and repair (subject to fair wear and tear). Failure to do so may lead us to charge you for any repairs, cleaning or rubbish		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		removal which we may consider to be your responsibility and for any damage caused.		
1) Your occupation of the property	*Section has been re-written with additional clauses*	You must return the property in good decorative order, allowing for fair wear and tear.	To provide better clarification on the requirements for keeping your home in good decorative order.	There is a requirement to keep your home in good decorative order and return it to us as such when you leave. If you do not, you may be recharged.
1) Your occupation of the property	*Section has been re-written with additional clauses*	Please ensure that any lifeline telephones or pendants provided by us are left in the property. If you do not, you will be recharged for the cost of replacement.		
1) Your occupation of the property	*Section has been re-written with additional clauses*	You must make sure that all rent, service charges and recharges that are due or remain outstanding are paid before your tenancy ends. You will remain responsible for any amounts relating to your tenancy that become due after you leave.		
1) Your occupation of the property	*Section has been re-written with additional clauses*	You are responsible for informing your utility providers that you are leaving the property and should provide meter readings to close your accounts. If any debts are outstanding, we may share information with a utility supplier where this is necessary and lawful, in accordance with our privacy notice.		
1) Your occupation of the property	*Section has been re-written with additional clauses*	**Death**		
1) Your occupation of the property	*Section has been re-written with additional clauses*	If the tenancy ends because you have died and there is no one entitled to succeed to your tenancy, your personal representatives (the executors or administrators dealing with your estate) will	Our Tenancy Policy states this.	Your representatives may be asked to arrange payment of up to four weeks' rent from

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		need to give us four weeks' notice.		your estate following your death. .
1) Your occupation of the property	*Section has been re-written with additional clauses*	Rent and other sums may remain payable from the deceased tenant's estate until the tenancy is lawfully ended. A relative, next of kin or personal representative is not personally liable merely because they notify us of the death or assist with the property, unless they have a separate legal liability.		
1) Your occupation of the property	*Section has been re-written with additional clauses*	Where there is no known personal representative, we will follow the applicable legal procedure before recovering possession. Any unpaid rent or other lawful charge may be claimed from the estate.		
1) Your occupation of the property	Advice Note	Whilst your name is on the tenancy agreement, you are responsible for all of the tenancy conditions even if you no longer live at the property. Any one tenant of the joint tenancy can bring the tenancy to an end. There is no need for all joint tenants to end the tenancy. The remaining tenant will not automatically be entitled to a sole tenancy or another joint tenancy of the property. If you leave the property, you will still be liable for rent payments until the account is clear and the relevant paperwork has been completed to release you from your obligations under this agreement.	The principle remains unchanged. This section just clarifies additional information around the obligations of a joint tenant.	Joint tenants remain equally responsible. No material change
1) Your occupation of the property	If you are joint tenants, you are each responsible for ensuring compliance with all the tenancy conditions including rent and service charges and rent and service charge arrears.			
1) Your occupation of the property	The Council can recover all rent and service charge arrears owed for your home from any individual joint tenant. When one tenant leaves, the remaining tenant or tenants will be responsible for any rent or service charges that may still be owed.			
2) Your obligation to pay the rent	Your obligation to pay the rent	Rent	A new section "Payments for your home" in the draft	Rent is payable in advance for your agreed payment period, not
2) Your obligation to	It is your responsibility to pay the total weekly rent	You must pay the weekly rent and any		

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pay the rent	which is due every Monday.	service charges in advance. Together these make up the total weekly payment due for your home. Your rent and service charge may be increased or reduced from time to time, usually from the first Monday in April each year.	agreement includes all provisions relating to the payment of rent, service charge and other payments for the home. This section was requested by colleagues to ensure tenants understand what they are responsible for. The Regulator also expects us to be clear and transparent with our rent and service charge expectations. In addition, consulted tenants asked for greater clarity around rent payments.	simply each week. If you receive Housing Benefit or Universal Credit, you must make and maintain your claim and tell us and the relevant authority about any changes that may affect it. If your benefits do not cover all rent and service charges, you must pay the difference. If a benefit overpayment is recovered from us and you are responsible for it, we may add it to your account as a separate debt and will explain the amount, reason, and how it can be challenged or repaid. You remain responsible for your utility payments and insurance.
2) Your obligation to pay the rent	Advice Note If you do not pay your rent or service charge, the Council can obtain a court order to evict you from your home. It is in your interests to pay your rent and service charge regularly, since a substantial charge for legal costs may be incurred by you if court proceedings for rent or service charge arrears should prove necessary. If you have any difficulty paying your rent or service charge you should contact the Council immediately.	Payment is due on the Monday of every week (including bank holidays) in advance. If you move in on any day other than a Monday, your first week's rent will be for the number of days since your tenancy began to the next Monday, plus your weekly rent. By agreement, you may pay fortnightly, four-weekly or monthly, provided that each payment is made in advance and is sufficient to keep your account up to date for the whole payment period.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	You must make an advance payment of at least two weeks' rent when the tenancy begins and continue making your normal payments so that your account remains in credit by at least that amount. We will explain the amount required before the tenancy begins.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	You must make an advance payment of at least two weeks' rent when the tenancy begins and continue making your normal payments so that your account remains in credit by at least that amount. We will explain the amount required before the tenancy begins.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	If you are eligible for Housing Benefit or Universal Credit to help pay your rent, you are responsible for making your claim,		

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		keeping it up to date and telling both us and the relevant authority immediately about any changes that may affect your entitlement. Housing Benefit and Universal Credit may not cover all of your rent and service charges. You must pay any amounts due under this agreement that are not covered by your benefit entitlement.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	If an overpayment is recovered from us and you are legally responsible for repaying it, we may add the amount to your account as a separate debt. We will tell you the amount, the reason for the charge and how it may be challenged or repaid.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	If you fail to make these payments in full and on time, then your home is at risk. Legal action we may take includes possession proceedings. Please contact us as soon as possible if you have difficulty paying so that we can discuss support and repayment options.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	If, at the end of a previous tenancy with us you owed us rent or any other money in connection with that tenancy, then you are liable to pay it to us as a term of this tenancy agreement as outlined in the 'Payments for your home' section.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	If this is a joint tenancy, you are responsible for all the rent and for any rent arrears. We can recover all rent arrears owed for your home from any joint tenant.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	Any payments that you make to us will be applied first to any arrears owed to us		

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		under this account or to any previous arrears, from a previous tenancy with us, you have.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	Service Charges		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	We will provide the services set out in 'Tenancy - Your details' section *. These services may relate to your home, the building, communal areas, shared facilities or the Estate. We will tell you what services are being provided and the service charge applicable to those services. For Social Rent tenancies, the fixed service charge is payable alongside the rent. Fixed service charges are reviewed annually in accordance with our Service Charge Policy and are based on the actual cost of providing the services. For Affordable Rent tenancies, the service charge is included within the rent and is not charged separately. The rent, including any service charge element, will be reviewed in accordance with applicable legislation and this Agreement, and changes to the services provided will not result in a separate adjustment to the rent.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	We may vary the services we provide or introduce new services where it is reasonable to do so and where the change is permitted by this agreement and by law. We will follow any applicable consultation or notice requirements and will explain the		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		effect on your service charge. If we do, your service charge may increase or decrease to reflect the change.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	We may increase or reduce your service charge when the rent is varied, using the same notice procedure. However, if there is a change in the services provided, we can vary the service charge to reflect the change in services, by giving you at least four weeks' notice.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	If your home is provided with a lifeline service, such as an emergency alarm or call system, you must pay the applicable service charge for providing and maintaining that service. This may include the equipment, connectivity, maintenance and monitoring associated with the service. The charge is payable where the lifeline service is provided as part of your home or scheme, even if you choose not to use it.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	Other Payments		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	You must pay all bills (including Council Tax, water, electricity and gas) for the property, unless the charges are included in your service charge. You are liable for these bills from the date your tenancy with us starts, not the date you move in.		
2) Your obligation to pay the rent	*Section has been re-written with additional clauses*	We are responsible for insuring the building, but not your belongings. We recommend that you arrange your own contents insurance to cover your personal possessions against loss or damage.		
3) Your responsibility	Your responsibility for repairs, improvements and	Repairs, Maintenance and Alterations	The repairs and	There are new

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
for repairs, improvements and decorations	decorations		maintenance section of the draft agreement has been strengthened considerably. There was a need to do this to ensure compliance with the Safety and Quality Standard and legislation changes. This section now specifically links in new rules around fire safety, building safety and the management of in-scope hazards under Awaab's Law.	obligations in here which will need to be agreed to. The things we will grant permission for have changed from your existing agreement including not allowing ponds. We are responsible for boundary fences next to roads, paths and communal areas, and for marking property boundaries, usually with wire fencing and one privacy panel. Apart from the privacy panel, fences between gardens are your responsibility. You must get our written permission before installing a fence in your garden.
3) Your responsibility for repairs, improvements and decorations	You are responsible for:	Looking after your home and reporting repairs		
3) Your responsibility for repairs, improvements and decorations	Informing the Council without delayof any defect which the Council is obliged to repair.	You must carry out repairs which are your responsibility and you must ensure that they are carried out competently.		
3) Your responsibility for repairs, improvements and decorations	All repairs or renewals to the premises which become necessary through the action, default or neglect by yourself, your household, or visitors or through your lack of proper care or supervision of the premises. You are also responsible for the repair, renewal or replacement of fittings, extensions or alterations which you have installed or carried out but see also 10.iii.	You must take proper care of your home and report any faults or damage to your home or the communal areas immediately. If arrangements have been made to visit your home to carry out an inspection or repair, you must keep the appointment.		
3) Your responsibility for repairs, improvements and decorations	The repair or replacement where necessary of locks and handles to internal doors, cupboard catches, hinges, keys, plugs and chains to sinks, basins and baths, pulls and handles to WC cisterns, wall, sill and fireplace tiles, electric plugs (not socket outlets), fuses, blocked sink and wash basins, minor plaster cracks and repairs of a similar nature. All repairs, renewals and replacements are to be carried out in a workmanlike manner.	If you lose your keys, you are responsible for replacing them. If we carry out a lock change, we may recharge you the cost.		
3) Your responsibility for repairs, improvements and decorations	You will maintain the inside of the premises in good decorative order and keep the dwelling, yard, outbuildings and garage in a clean and tidy condition.	You must not damage, misuse or neglect your home. You may be charged for any repairs that are required because you, or another occupant or visitor to your home has damaged, misused or neglected the property.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
3) Your responsibility for repairs, improvements and decorations	You will not be entitled to:	We are responsible for maintaining sinks, baths, showers, toilets and associated pipework. You are responsible for using them properly and must not cause blockages through misuse. You must not dispose of nappies, wipes or sanitary products down toilets or dispose of any hazardous substances down sinks. Where a blockage or damage has been caused by you, a member of your household or a visitor, we may recharge the cost of any repair or clearance work. Where a blockage is external to the property you must contact Wessex Water in the first instance.		
3) Your responsibility for repairs, improvements and decorations	decorate the exterior of the premises,	If your property has adaptations which were installed through the disabled facilities grant process you may be responsible for the cost of the maintenance and repair of these.		
3) Your responsibility for repairs, improvements and decorations	carry out structural alterations or make additions to the dwelling or remove any part of the boundaries,	If we let a property to you with bespoke adaptations such as a through-floor lift or stairlift, you must not remove these without our written permission.		
3) Your responsibility for repairs, improvements and decorations	alter or add any fixtures to the dwelling without the Council's prior written consent (which will not be unreasonably withheld).	If your property has a Bespoke Home User Guide, you agree to abide by the terms of this guide as well as adhere to the obligations within this agreement.		
3) Your responsibility for repairs, improvements and decorations	You have the discretion to allow Council's Officers or agents to enter the dwelling at any time for the purpose of inspection or the execution of repairs. However, you MUST allow such access, after receiving not less than 24 hours' written notice from the Council of the intention to enter.	Where we have carried out works to improve the energy efficiency of your home, you agree to follow the guidance we have supplied for the use of your property.		
3) Your responsibility	The Council reserves the right to enter the dwelling	You must tell us as soon as reasonably		

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for repairs, improvements and decorations	in an emergency without notice, if it is necessary to prevent injury to any person or damage to property. The Council will be responsible for making good all damage or loss arising from such entry.	possible about any defect, damp, mould, leak, fire risk, electrical concern or other condition which may present a risk to the health or safety of anyone in the property. You must provide reasonable access for us to investigate and carry out work, subject to the access provisions in this agreement. A failure to report an issue does not remove any legal responsibility we have where we know or ought to reasonably know about it.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	**Permission to Make Alterations (Secure tenants only)**	Better clarification for tenants on what permissions are required to make alterations to their homes.	We may refuse permission for alterations in line with these examples. You may be recharged if you carry out work without our permission and we need to put it right.
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	If you wish to make a change to your property, you must ask for our permission first. Changes include (but are not limited to):		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Installing a new bathroom or shower.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Installing a new kitchen.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Changing doors (we are unlikely to give permission to change a front door or fire door).		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Adding a conservatory or outbuilding.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Removing walls.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Altering lighting and power circuits.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Groundworks including installing a new patio or decking.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Changing existing fencing.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Making structural repairs.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Changing radiators or installing fixed home ventilation systems such as air conditioning.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Erecting a greenhouse, shed or new fence.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Installing equipment to charge an electric car.		
3) Your responsibility for repairs, improvements and	*Section has been re-written with additional clauses*	Installing a satellite dish.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
decorations				
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You will be responsible for maintaining the improvements and, as part of the permission granted, you may be required to return the property to its original condition when you move out.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Where permission is granted, you agree to only use competent, suitably qualified contractors to complete the work. You must also supply the relevant certification on completion of the works. Where this cannot be provided, we will inspect, test any installations and carry out work to bring the work up to required standards. If the work does not meet the required standard, we may require you to remedy it or may carry out necessary work and recharge our reasonable costs, after giving you an appropriate opportunity to address the issue unless urgent action is required.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You are not permitted to paint the exterior of the building, open up fireplaces or install a log burner.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must not remove any existing installation without our written permission; this includes built in cupboards and wardrobes.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	**Flooring**	The tenancy agreement was silent on flooring. Due to noise transference, we cannot allow hardwood or laminate flooring	The type of flooring you can install in your home has changed.
3) Your responsibility for repairs,	*Section has been re-written with additional clauses*	You are responsible for ensuring that your property has suitable floor coverings (for		

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improvements and decorations		example carpets or vinyl). If we have gifted carpets to you at the start of your tenancy, these are your responsibility to maintain and replace.	above ground floor. This is in line with the rest of the sector.	
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	If you live in a flat above the ground floor, you are not permitted to install hardwood or laminate flooring due to noise transference.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	If your flooring must be moved to allow us to carry out work, responsibility for removal and reinstatement will depend on the nature of the flooring, whether it was installed with consent, the reason for the work and our respective legal responsibilities.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	**Loft Spaces**	This is not a new restriction.	You agree to not use your loft for storage.
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	If you have access to a loft, you agree not to use it for storage. Lofts need to be kept clear for air circulation and to allow access for any works that need to be carried out.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	**Home Safety**		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You agree not to tamper with or make any adjustments to your front door.		You cannot adjust your front door.
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must not tamper with, change or remove any fire doors in your property. This includes removing or altering any door-closing devices.		You cannot tamper with equipment or cause damage.

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must not damage any smoke, carbon monoxide or heat detectors in your home or communal areas. You must also ensure that any battery-operated smoke and carbon monoxide alarms are in good working order.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must seek our permission before installing any equipment to charge an electric car, bike or mobility scooter. You must not trail extension leads across paths in order to charge your vehicle.		You must now seek permission to keep a mobility scooter at your home.
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must not do anything in your property which will make the property dangerous. This includes removing fixtures and fittings such as bannisters and handrails.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must not tamper with or remove any asbestos in your home, outbuildings, sheds or communal areas. If you have been given permission to make a change to your home and you or your contractor finds asbestos, you must stop work and tell us immediately.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must not connect portable or plug-in electricity-generating equipment, including plug-in solar photovoltaic equipment, battery storage systems or vehicle- to-home equipment to the property's electrical installation without our prior written consent.		These changes have been made in response to new and emerging technology.
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must not attach panels or equipment to the roof, walls, balcony, windows or another part of the building without our prior written consent.		
3) Your responsibility for repairs,	*Section has been re-written with additional clauses*	You agree not to operate, store or charge a Mobility Scooter, E-Bike or E-		You must now adhere to these expectations, and

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improvements and decorations		Scooter at your property without our permission. Where permission is given, you must:		we may act if you don't.
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	· Use the correct manufacturer-approved battery and charger;		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	· Not use a battery or charger which is damaged, defective, recalled, modified or incompatible;		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	· Not charge equipment where it obstructs an escape route or is close to readily combustible materials;		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	· Not alter the electrical installation or install a charging point without our written consent; and		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	· Follow reasonable fire-safety instructions provided by us.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	We will consider requests relating to mobility aids individually and will make reasonable adjustments where required.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Solar Panels		You must not install solar panels (solar photovoltaic PV) at the property.
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must not install solar panels (solar photovoltaic PV) at the property.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	If your home already has solar photovoltaic (PV) panels installed, they are the property of the landlord. We own the rights to all income produced by the system. You have the right to use electricity produced by the system, the amount of which will vary depending on season and efficiency.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You agree to:		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Provide access to the property to our colleagues or contractors to check and maintain the solar PV system.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Not cause any reckless or malicious damage to the solar PV system.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Not to store electricity.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Allow our colleagues or contractors to install new systems where feasible or disconnect and/or remove existing systems without replacement, if necessary, on any grounds.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	If you subsequently exercise the Right to Buy on a property with a solar PV system installed, then you will become the owner of the system and be entitled to any feed in tariff payments that might apply. Any entitlement to generation or export payments will depend on the terms of the		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		sale, the arrangements applying to the system and any third-party rights. We will provide relevant information as part of the Right to Buy process.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	**Decoration**	To provide better clarification on the requirements for keeping your home in good decorative order.	There is a requirement to keep your home in good decorative order and return it to us as such when you leave. If you do not, you may be recharged.
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You agree to keep the interior of your home in good condition and to decorate all internal parts of your home as often as is necessary to keep them in good decorative order.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	At the end of your tenancy if, during the inspection, we identify very dark colours, murals, specialist finishes or other decorative treatments that are likely to affect the future letting of the property, we may ask you to redecorate the affected areas in a neutral colour before the tenancy ends.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	**Planned Upgrade and Decarbonisation Works**		If you give clear written agreement to specific planned work and, after we have reasonably relied on that agreement, you cancel or refuse access without reasonable notice or good reason, we may seek to recover any reasonable and unavoidable direct cost which we have actually incurred and cannot
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You agree to allow us access to carry out surveys in relation to planned upgrade work and undertake works necessary to ensure your home meets the Decent Homes Standard.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Where we reasonably determine that the existing heating system in your home is no longer suitable, viable, efficient, safe or sustainable for continued use, we may replace it with an alternative. You must not		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		unreasonably refuse the installation of a replacement heating system provided by us. Refusal will be considered a breach of this agreement and we may take legal action.		mitigate.
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	If you give clear written agreement to specific planned work and, after we have reasonably relied on that agreement, you cancel or refuse access without reasonable notice or good reason, we may seek to recover any reasonable and unavoidable direct cost which we have actually incurred and cannot mitigate.		
		We will consider your individual circumstances before deciding whether to make a charge.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Access	The access section of the new agreement aligns with our No Access Policy and will help us ensure we can facilitate safe access to our homes. Consulted tenants asked for more information to be included on the reasons why access might be required in an attempt to encourage greater engagement.	If you do not allow us access, your home could be at risk or we may seek an injunction against you.
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must allow our employees, contractors or representatives reasonable access to your home where access is reasonably required for a purpose permitted by law or this agreement. Except in the case of an emergency, we will normally give you at least 24 hours' written notice for the purpose of:		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Inspecting the condition of your home.		
3) Your responsibility for repairs, improvements and	*Section has been re-written with additional clauses*	Carrying out repairs and undertaking maintenance to the property or an adjoining property.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
decorations				
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Carrying out a review of your tenancy.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Dealing with any health and safety issues including rectifying any hazards in your home.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Carrying out the annual safety inspections, including of your gas appliance and electrical safety checks.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Legionella testing.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Carrying out asbestos checks.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Undertaking Fire Risk Assessments.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Checking and maintenance of Solar PV systems		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	Carrying out surveys in relation to planned upgrade work and undertaking all works necessary to ensure your home meets the Decent Homes Standard		
3) Your responsibility for repairs,	*Section has been re-written with additional clauses*	This list is not exhaustive. We may also request access for another reasonable		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
improvements and decorations		housing-management purpose expressly permitted by this agreement or by law.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You agree to allow our colleagues, contractors or representatives to do any tests, take samples, take photographs and make video and sound recordings as reasonably requested. We will explain the purpose where reasonably practicable and will process personal information in accordance with our privacy notice.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	In a genuine emergency, we and persons authorised by us may enter the property without prior notice where it is reasonably necessary to protect life, prevent serious injury, make the property or another property safe, or prevent serious damage. Examples may include a fire, suspected gas escape, serious water escape, structural danger or an immediate electrical risk.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	We will use no more force than is reasonably necessary, take reasonable steps to minimise damage, secure the property afterwards and tell you as soon as reasonably practicable what action was taken.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	We may recharge reasonable costs only where the emergency, the need for forced entry or additional damage was caused by your deliberate act, neglect, breach of this agreement or unreasonable failure to provide access after an appropriate request. We will not recharge you merely because the emergency entry was necessary.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	It's important that our employees are able to work safely in your home. You must ensure that all animals are kept under control and away from our colleagues and contractors. You must not smoke or vape while our colleagues or contractors are present.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	You must ensure that if our colleagues or contractors need to work in a specific area, it is easy for them to access and is free from clutter.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	It is important for your safety and wellbeing to let us into the property. If you repeatedly do not allow us access without good reason, we may charge you the reasonable costs incurred by us or our contractors for the failed appointments.		
3) Your responsibility for repairs, improvements and decorations	*Section has been re-written with additional clauses*	If you do not allow us access to your home as reasonably requested, we may take legal action against you.		
4) Your responsibility towards others	Your responsibility towards others	Your Community Responsibilities	The new section Community Responsibilities has been overhauled. The section on request of tenants and colleagues includes greater detail around ASB, hate crime and domestic abuse. The RSH Neighbourhood and Community Standard and relevant legislation including	Your home may be at risk if you do not comply with the terms of this section.

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
			the Housing Acts and the ASB Crime and Policing Act place obligations on us to properly and proportionately manage ASB, hate crime and Domestic Abuse in our homes.	
4) Your responsibility towards others	You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paved areas etc.) and in the neighbourhood around your home.	Anti-Social Behaviour - Your responsibilities	The new section Community Responsibilities has been overhauled. The section on request of tenants and colleagues includes greater detail around ASB, hate crime and domestic abuse. The RSH Neighbourhood and Community Standard and relevant legislation including the Housing Acts and the ASB Crime and Policing Act place obligations on us to properly and proportionately manage ASB, hate crime and Domestic Abuse in our homes.	Your home may be at risk if you do not comply with the terms of this section.
4) Your responsibility towards others	Neither you nor a person residing in or visiting the property must behave in an anti-social manner, or in a manner likely to cause nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality. The following are deemed by the Council to be examples of anti-social behaviour, or behaviour likely to cause nuisance or annoyance:	All tenants are entitled to peaceful enjoyment of their home. To ensure this happens, everyone needs to behave in a neighbourly way. This means you must keep to the terms of this agreement, show consideration towards others and respect that your neighbours may have different values or lifestyles.		
4) Your responsibility towards others	Use of offensive language.	Unacceptable behaviour and/or conduct		
4) Your responsibility towards others	Offensive drunkenness.	You, anyone living in your home and any visitors to your home (including children) must not engage in conduct that causes, or is likely to cause, nuisance, annoyance, alarm, distress, harassment or inconvenience to any person living in, visiting or working in the local area. This includes behaviour occurring in your home, garden, communal areas, surrounding streets and neighbourhood, along with any		

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		of our offices.		
4) Your responsibility towards others	Using the premises for immoral or illegal purposes, for prostitution, or for the illegal manufacture, sale or use of drugs.	Examples of this behaviour include, but are not limited to:		
4) Your responsibility towards others	Excessive domestic noise, whether from radios, television, hi-fis, musical instruments, DIY activity, late-night parties or gatherings.	Causing excessive noise, including loud music, shouting, arguing, banging, DIY activities, parties or allowing pets to create persistent noise or disturbance.		
4) Your responsibility towards others	The lighting of bonfires in the garden of the premises, the depositing of litter or rubbish on the premises or the estate of which it is a part.	Threatening, intimidating, harassing, abusing or using violence towards any person, including neighbours, visitors, contractors, our employees or representatives.		
4) Your responsibility towards others	Failure to control the behaviour of any domestic pets including taking inadequate precautions to prevent fouling of neighbouring areas.	Using abusive, offensive or discriminatory language or behaviour, whether in person, in writing, online or through social media.		
4) Your responsibility towards others	Using the premises for unauthorised business or commercial purposes.	Writing, displaying or distributing threatening, insulting or abusive messages, letters, emails, posters, graffiti or online content.		
4) Your responsibility towards others	The playing of ball games sufficiently close to neighbouring homes so as to cause nuisance, or resulting in damage to Council property including trees and shrubs.	Using the property or any communal area for criminal, unlawful or immoral purposes, including the use, production or supply of illegal drugs, handling stolen goods or possessing unlawful weapons.		
4) Your responsibility towards others	The carrying out of maintenance or repairs to motor vehicles other than those normally used for domestic purposes by the tenant or members of his household.	Damaging, defacing or misusing any property, equipment, communal area or facility.		
4) Your responsibility towards others	Neither you nor a person residing in or visiting the property will subject or threaten to subject any person residing, visiting or otherwise engaging in a lawful activity in the locality, to violence, intimidation or harassment whether racial, religious or sexual. This Condition includes the requirement	Allowing animals kept at the property to cause nuisance, annoyance, damage, fear, injury or a risk to public health.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
	that you or a member of your household must not act in a violent or threatening manner towards Officers employed by the Council or Contractors appointed by the Council.			
4) Your responsibility towards others	Advice notes	Any other conduct which interferes with another person's peace, comfort, safety or enjoyment of their home, workplace or local area.		
4) Your responsibility towards others	Serious nuisance caused by your behaviour or that of your household or persons visiting you could mean that you lose your home.	**Hate Incidents and Harassment**	The new section Community Responsibilities has been overhauled. The section on request of tenants and colleagues includes greater detail around ASB, hate crime and domestic abuse. The RSH Neighbourhood and Community Standard and relevant legislation including the Housing Acts and the ASB Crime and Policing Act place obligations on us to properly and proportionately manage ASB, hate crime and Domestic Abuse in our homes.	Your home may be at risk if you do not comply with the terms of this section
4) Your responsibility towards others	In certain serious circumstances it is possible for the Council to apply to the County Court for an order called an injunction. Such an order restricts unacceptable behaviour or activities. Defying an	You must make sure that you, or people living or visiting your home, do not harass, annoy, threaten or cause nuisance to anybody on grounds of age, disability,		

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	injunction is a serious matter, which can result in imprisonment.	gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and/ or sexual orientation. This includes conduct directed towards a person because they are believed to have, or are associated with someone who has, a protected characteristic.		
4) Your responsibility towards others	If the Court decides there is a threat of violence and a significant risk of harm to someone (not of the same household) in the locality, the injunction may prevent a person from:	**Domestic Abuse or Violence**		
4) Your responsibility towards others	Causing nuisance to another resident, visitor or other person legally entitled to visit an estate.	You must not commit any acts of domestic abuse which includes coercive control, emotional, psychological, sexual, financial and physical abuse or act violently or threaten violence towards your partner, former partner or any other member of your household or family. This includes situations where you no longer live at the same address. We will in these circumstances take such legal action as is necessary to remove the perpetrator from the property and allow the victim and family to return to (or remain in) the property. We will consider the safety, wishes and housing needs of the person experiencing abuse and any children or other household members, and will provide information about avaliable support.		
4) Your responsibility towards others	Using or threatening to use residential premises for immoral or illegal purposes.			
4) Your responsibility towards others	Entering certain residential premises or being found in the vicinity of such premises. The Court may in some cases attach a power of arrest,			

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	meaning that the Police can help to bring a person back before the Court, if a term of an injunction is breached.			
4) Your responsibility towards others	*Section has been re-written with additional clauses*	Pets	The pets section remains largely unchanged but brings in provisions which align with our Tenancy Policy to ensure animals are well looked after and don't cause a nuisance or annoyance to others. The new pet provisions also align with the sector direction following the introduction of the Renters Rights Act. Consulted tenants were also keen that we do not ask tenants to seek permission to keep pets, but we revoke permission if there's an issue.	You can keep a pet without seeking permission, but we may ask for it to be rehomed or act against you if you do not follow the advice.
4) Your responsibility towards others	*Section has been re-written with additional clauses*	If we have indicated in this agreement that your property is suitable for a pet/ pets,you may have a pet/pets as long as they are well cared for and are kept under proper control. If any animal you keep in the property causes a nuisance, annoyance, damage or a public health risk to anyone in the local area, including our employees or representatives, we may ask you to rehome it or may take legal action for breaching this agreement. You must not keep a dog that is covered by the Dangerous Dogs Act 1991 or keep dangerous animals as defined by the Dangerous Wild Animals Act 1976.		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	You must ensure that you, and any people living in or visiting your home, keep any pets under control and ensure they do not damage your home or cause a nuisance or annoyance to others in the neighbourhood. This includes allowing pets to foul in shared areas, or on roads, footpaths or in play areas. We will recharge you the cost of rectifying any damage caused by a pet living in or visiting your home, or for clearing animal faeces.		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	Reports of cruelty, neglect or concerns about the welfare of any animal in the care of you or anyone living with you will be reported to the relevant authorities. We		

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		have the right to withdraw permission and require the removal of a pet in these cases.		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	We will ask you to remove an animal if we believe it is causing a nuisance or is unsuitable to be kept in the property and we may withdraw our implied permission for you to keep animals at the property in the future.		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	You cannot bury a deceased pet or animal in your garden or on any communal land.		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	**Running a Business from Home**		You can still run a business from home with our written consent, but we may revoke permission if these provisions are not complied with.
4) Your responsibility towards others	*Section has been re-written with additional clauses*	You may run a business from your home with our written consent. We will not refuse consent unreasonably unless we feel the business is likely to cause a nuisance or annoyance to your neighbours or damage the property.		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	If we give consent and the business causes a nuisance, danger, damage or creates a material change in the use of the property, we may review or withdraw our consent and should you fail to cease operating when notified, possession proceedings may be taken. You may need planning permission for some businesses - this is your responsibility.		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	**Use of the property**	The principle around use of the property remains unchanged, we have simply strengthened it by providing additional information to help	Your home may be at risk if you do not comply with the terms of this section.
4) Your responsibility towards others	*Section has been re-written with additional clauses*	You agree not to use your home for illegal or immoral purposes. This includes:		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	Keeping unlicensed firearms or illegal weapons, ammunition, explosives or hazardous substances.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
4) Your responsibility towards others	*Section has been re-written with additional clauses*	Possessing or producing illicit drugs, by illicit we mean within the meaning of the Misuse of Drugs Act 1971.	tenants better understand what this means.	
4) Your responsibility towards others	*Section has been re-written with additional clauses*	Supplying or intending to supply illicit drugs.		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	Dealing in or handling stolen goods.		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	Illegal betting or gambling.		
4) Your responsibility towards others	*Section has been re-written with additional clauses*	You must not sublet or part with possession of the property except as permitted by the "Lodgers and subletting" section of this agreement. You must continue to occupy the property as your only or principal home.		
5) Your use of Council property and communal areas	Your use of Council property and communal areas	Vehicles and Parking	The original section “Your use of Council property and communal areas” is referenced in several sections of the new agreement.	
5) Your use of Council property and communal areas	You must ensure that your garden is kept tidy, by regularly cutting the grass, hedges and shrubs. You will not allow litter or rubbish to accumulate, or domestic animals to create a nuisance through noise or fouling.	You agree to ensure that you, members of your household and visitors only park cars or other vehicles near your home:		
5) Your use of Council property and communal areas	You will undertake to keep the communal hall, staircases, landing, lifts, passageways and surrounding areas serving your dwelling in a clean and tidy condition and free from obstruction. These areas must not be used in such a manner as to cause nuisance or annoyance to other residents.	Within the boundaries of your property on a properly constructed hardstanding with the required drop kerb in place.		
5) Your use of Council property and	You will ensure that inflammable or explosive substances required for the fuelling of domestic	In a garage.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
communal areas	appliances within the dwelling are stored only in reasonable quantities and in a safe manner. Storage of inflammable or explosive substances in any other circumstances is prohibited unless the Council's written consent has been obtained.			
5) Your use of Council property and communal areas	You will not park or site or allow the parking or siting of any commercial vehicle, caravan or boat on the premises without the prior written consent of the Council.	On a public road (but not blocking access or contravening parking regulations).		
5) Your use of Council property and communal areas	You will not park or site or allow any person resident at the dwelling to park or site any commercial vehicle, caravan or boat, on any part of a housing estate owned by the Council without the prior written consent of the Council.	In a designated parking area.		
5) Your use of Council property and communal areas	You will not park or site or cause or allow any person resident in the dwelling to park or site a vehicle (or part of a vehicle) on any housing estate owned by the Council if the vehicle is not roadworthy, is unlicensed or is in the course of being repaired without the prior written consent of the Council.	You agree not to drive across a grassed verge to access your property. If your vehicle is found to be parked on grassed areas, you will be charged the reasonable cost of making good any damage caused by your vehicle.		
5) Your use of Council property and communal areas	You must not carry out large-scale repairs to vehicles within the boundaries of your dwelling on pavements, or adjoining highways or parking areas.	You must not carry out any major repairs, including engine changes, body part replacements and paint spraying, to any vehicle at the property or on our land, or do anything that causes a hazard, nuisance or annoyance. You must not allow damage to the pathways, drives or highway through leakages and spillages or pour oil, petrol or any other chemical substance down drains or gullies or place it in domestic bins.		
5) Your use of Council property and	You will comply with and will ensure that any person resident at/or visiting the dwelling complies	You agree not to abandon any vehicles on our land. Any abandoned vehicles may be		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
communal areas	with any reasonable instruction from the Housing Manager - Operations regarding the parking or siting of vehicles, caravans or boats belonging to or controlled by you or in the control of such person.	removed and disposed of.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	You agree not to block local roadways and other vehicular access, and to keep them and car parking spaces clear of untaxed and non-roadworthy vehicles and obstructions.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	1.1 You may keep vehicles at the property, including vehicles that are temporarily off the road, provided that they are kept in a reasonable condition and do not become unsightly, abandoned or cause a nuisance, obstruction or health and safety concern.	It is not reasonable to expect tenants to seek permission or not to store SORN cars as long as they do not cause a problem.	You may be asked to remove the vehicle if it becomes a nuisance.
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	If your property has access to designated spaces for electric car charging, you must only use these to charge your car.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	**Gardens**	Tenants and colleagues felt that provisions around gardens needed further clarity. We have extended this section to include specifics around trees, bonfires and addressing general maintenance. Tenants also wanted us to ensure that we were clear on what may happen if tenants fail to keep their	You are responsible for a tree in your garden. We may act against you or recharge you if you do not keep your garden in good order.
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	If you have your own individual garden, you agree to keep it tidy, free from rubbish and animal faeces. You also agree not to store rubbish, household items and hazardous materials.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	You agree to keep it as a garden, maintaining any lawns, plants, shrubs, hedges or bushes. Boundary hedges must be kept below two meters in height, and they must not obstruct highways, footpaths, access routes or neighbouring properties.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	If your garden has a tree, you agree to maintain it, if you are unable to do so, you must tell us and we may be able to help. You also agree not to plant any new trees or remove existing trees or hedges without our written permission.	gardens in good order.	
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	You agree not to plant any large, fast-growing shrubs or invasive plants such as bamboo and Japanese knotweed.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	You agree not to light fires or burn waste in your garden.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	You must keep any ditches or water courses free-flowing and not obstruct them in any way.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	You must not install a pond in your garden.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	If you fail to keep your garden tidy, you will be given an opportunity to bring it up to a reasonable standard. Otherwise, we may undertake any necessary work and charge you the reasonable cost.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	We are responsible for any boundary fences for example, fences that separate your garden from a road, path or communal area. We are also responsible for marking the boundary between properties, which is usually done with wire and one privacy panel. Other than the privacy panel, we are not responsible for installing or maintaining timber fences between gardens. If you wish to install a fence in your garden, you need to seek our written permission.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	If you have a shared garden or a shared drive, you agree not to remove, alter, erect or replace or plant any boundary.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	**Balconies**	Reference to balconies is not in the existing agreement. This section has been added to ensure we meet our obligations in relation to fire and building safety.	
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	If you have access to a balcony, you agree:		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	To keep it clear and not store items which create a fire risk, obstruct an escape route, are at risk of falling from the building or exceed the balcony's safe loading.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	Not to throw anything off it.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	Not to light fires or barbecues on it		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	**Communal areas**	At the request of colleagues, the sections relating to the management of communal areas have been extended. They now include reference to keeping areas clean and clear to ensure we meet our legislative fire safety and building safety obligations.	Items may be removed from communal areas without warning if they are particularly hazardous. Repeated failure to comply with this section may lead to legal action.
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	If you have access to a communal area, you agree:		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	To comply immediately with any instructions given in relation to fire safety so that we remain compliant with all relevant legislation.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	Not to smoke or vape in internal areas.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	Not to allow anyone you do not know into the shared areas or through security doors.		

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5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	Not to tamper with any services, security or safety equipment. This includes, but is not limited to, fire extinguishers, fire alarms and door entry systems. Doors must not be jammed open.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	Not to use any communal electricity.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	To keep all corridors, staircases, hallways, bin chutes, bin stores, gardens and drying areas clear and tidy at all times and not store any bulky items, pushchairs or bikes internally. While we arrange for these areas to be cleaned by a contractor, you must still take responsibility for any litter, waste or other items that you or your visitors leave behind.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	Not to store or charge a mobility scooter, e-bike or e-scooter in any communal area, unless you have permission to use a designated scooter store.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	Not to put any temporary or permanent fixtures in any outdoor communal areas, for example, sheds, play equipment, barbeques or fire pits, without obtaining our permission first.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	We will remove items from communal areas if they pose a health and safety concern.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	If you repeatedly breach these terms, we may take legal action against you.		
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	**Waste, Recycling and Hazardous materials**	At the request of colleagues and tenants, we have	Bins must now be kept in a sensible place.

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
5) Your use of Council property and communal areas	*Section has been rewritten with additional clauses*	You must not store, manufacture, use or dispose of petrol, liquid petroleum flammable, explosive or hazardous substance at the property in a quantity or manner which creates an unacceptable risk or breaches the law. This does not prevent the reasonable domestic use of lawful products in accordance with the manufacturer's instructions.	added specific expectations around storage and the disposal of rubbish. This also helps us meet regulatory and legislative obligations around fire safety and building safety.	
5) Your use of Council property and communal areas	*Section has been re-written with additional clauses*	If you require gas, or similar equipment, for medical purposes, you will need to ask our permission first and agree to any guidance given.		
5) Your use of Council property and communal areas	*Section has been re-written with additional clauses*	You are responsible for your household refuse and recycling. You must ensure that all refuse and recycling is contained in a bin and placed in the designated area on the collection day. You are responsible for ensuring that items which can be recycled are separated and placed in the appropriate recycling containers.		
5) Your use of Council property and communal areas	*Section has been re-written with additional clauses*	You must ensure that your recycling bins do not obstruct neighbours, roads, communal areas or pathways.		
5) Your use of Council property and communal areas	*Section has been re-written with additional clauses*	If you live in a flat, recycling bins must not be left inside entrances, hallways or on landings. You must also not block rubbish chutes with bulky items.		
5) Your use of Council property and communal areas	*Section has been re-written with additional clauses*	If you have access to communal bins or recycling facilities, you must use these as stated.		
5) Your use of Council property and communal areas	*Section has been re-written with additional clauses*	**Disposal of Bulky Household Items**		
5) Your use of Council	*Section has been re-written with additional clauses*	You must dispose of unwanted household		

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property and communal areas		items, for example, white goods and furniture. The Council operates a collection service, for which there is a charge. You must not leave any furniture or bulky items in any internal or external communal area, including block entrances, hallways or bin stores.		
5) Your use of Council property and communal areas	*Section has been re-written with additional clauses*	**Pest Control and Vermin**	We need to include provisions around pest control, which were missing in the original agreement. This is to ensure we comply with phase 2 of Awaab's Law.	Positive, as we may be able to provide more help with pest problems.
5) Your use of Council property and communal areas	*Section has been re-written with additional clauses*	You agree to take reasonable steps to keep your property and any garden, shed or outside area free from pests, vermin and infestations. This includes, but is not limited to, insects, flies, slugs, ants, bed bugs, mice and rats. You must take appropriate action to prevent any infestation from spreading or recurring.		
5) Your use of Council property and communal areas	*Section has been re-written with additional clauses*	Where an infestation is caused or contributed to by your actions or failure to maintain the property, including allowing the accumulation of rubbish, food waste, clutter, hoarding or the keeping of pets, you may be responsible for addressing the issue. If we need to arrange any treatment, cleaning, clearance or repair works as a result, we may recharge you our reasonable costs.		
5) Your use of Council property and communal areas	*Section has been re-written with additional clauses*	Where an infestation is caused by a structural defect, disrepair or another matter that is our responsibility, we will take appropriate action to investigate and remedy the issue.		
5) Your use of Council property and	*Section has been re-written with additional clauses*	We will investigate the cause where the responsibility is unclear. Before making a		

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communal areas		recharge, we will consider the evidence, the condition of the property, any structural or communal cause and your individual circumstances.		
New Section on Your Rights as a Tenant There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing section entitled "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency,Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants. Your rights as a tenant remain unchanged. These updated provisions really strengthen them and will help you hold us to account.				
6) The responsibilities of the Council to you as a secure tenant	Your security of tenure	**Introductory Tenancies**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are really clear in the new sections on our obligations to tenants as landlord	Your rights as a tenant remain unchanged. These updated provisions really strengthen them and will help you hold us to account
6) The responsibilities of the Council to you as a secure tenant	We will not interfere with your possession of the premises with the exception of the grounds for possession set out in the Housing Act 1985 as amended.	In almost all cases, new tenants will be signed up to Introductory Tenancies. You must comply with all the obligations in the agreement. An Introductory Tenancy is a trial period for 12 months, which can be extended by us for 6 months if you breach a term of this agreement. An Introductory Tenancy will automatically become a secure tenancy after 12 months unless it has been extended and remains an Introductory Tenancy or if court proceedings for possession have been started before the end of your Introductory Tenancy.		
6) The responsibilities of the Council to you as a secure tenant	The Council's responsibility for repairs	As an Introductory Tenant, you are not allowed to:		
6) The responsibilities of the Council to you	We undertake to maintain the structure and exterior of the dwelling in good repair including	Apply for the Right to Buy your home (but the introductory period will count towards		

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as a secure tenant	chimney, roofs, walls, drains, gutters and external pipes, doors and door frames, window frames and fasteners, plasterwork, skirting boards, paths or steps or other means of access.	your discount period).	and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	We undertake to maintain in good working order any installations, which have been supplied by the Council: -	Take in lodgers.		
6) The responsibilities of the Council to you as a secure tenant	for space heating and/or water heating.	Sub-let any part of your home with another tenant.		
6) The responsibilities of the Council to you as a secure tenant	for the supply of gas, electricity and water including basins, sinks, baths, toilets, flushing cisterns and waste pipes, cylinders and storage tanks, fireplaces and fitted fires, electrical wiring, plug sockets and light sockets, main fuses, communal television aerials (but not including plugs and light bulbs).	Make improvements.		
6) The responsibilities of the Council to you as a secure tenant	We undertake to decorate the exterior of your home as and when required unless you obtain permission to carry out the work yourself.	Your Tenancy – Your Rights		
6) The responsibilities of the Council to you as a secure tenant	The Council's responsibility for repairs to communal parts of blocks of flats and maisonettes	Right to Occupy		
6) The responsibilities of the Council to you as a secure tenant	We undertake in blocks of flats or maisonettes with communal entrances to maintain in good repair the communal hallways, staircases, landings, passageways, lifts, doors, fasteners, locks and locking systems, self-closers, lights and switches, handrails and balustrades and to decorate as and when required.	You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligations contained within this tenancy agreement to give access to our employees or contractors, which may include, in an emergency, or where the law permits otherwise situations where we may force access.		
6) The responsibilities of the Council to you as a secure tenant	Consultation and the provision of information	Your right to occupy your home is at risk if you do not continue to live in your home as your only or main residence, or if you do		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		not comply with the terms of this agreement. If you breach this agreement, we may take proportionate action, including legal action where a statutory ground is available.		
6) The responsibilities of the Council to you as a secure tenant	We must ask for your views if we have plans which will substantially affect you as a tenant e.g., you will be consulted about modernisation or improvement works that are planned for your home or estate, your tenancy agreement, or about the way your property is managed. We must send you a report every year which tells you how we are performing as a landlord.	**Right to make improvements (Secure tenants only)**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency and Influence and Accountability Standard. A lot of this detail was missing	Your rights as a tenant remain unchanged. These updated provisions really strengthen them and will help you hold us to account
6) The responsibilities of the Council to you as a secure tenant	We must handle your complaints both efficiently and effectively.	You may make improvements, alterations and additions to your home if you have first obtained our written consent and all other necessary approvals including listed building consent, planning permission or building regulations approval. You must take care to ensure you do not make any alterations that may affect the fire safety of the property. We shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
			from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Right to Repair**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You have the right to have certain urgent repairs done quickly at no cost to you where the repair may affect health, safety or security and where the repair has not been completed within a specified timescale. Information about qualifying repairs, timescales and any compensation available can be obtained from us or found on our website.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
			from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Right to Consultation**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations as landlord to tenants and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We will consult you about any decisions about managing or maintaining housing if these decisions are likely to have a major effect upon your home tenancy.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We do not have to consult you about changes to your rent or service charge, but we will tell you in writing at least four weeks before any rent change or before any change to a service charge.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	For changes that will have a major effect on your home and tenancy, we will:		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Give you written notice with the details of what changes are proposed, inviting you (and all other affected tenants) to give us your comments within a reasonable period of not less than one month.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Consider all the comments received within that period before making our final decision regarding the proposed change; and		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Give you (and all other affected tenants) written notice of our decision at least one month, before any proposed changes that result from our final decision take effect.		
6) The responsibilities of the Council to you	*New section with additional clauses*	If appropriate, we may serve you with a Notice of Variation. The notice will explain		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
as a secure tenant		the proposed changes, the reasons for the changes, their effect on your tenancy, and the date which they take effect. The effective date will be at least four weeks after the notice is served, giving you a reasonable opportunity to consider the changes and obtain independent advice. The changes set out in the Notice of Variation will take effect on the date stated in the notice. If you do not wish to continue your tenancy on the varied terms, you may end your tenancy by giving us the written notice required under this agreement. Your notice must state the date on which you intend your tenancy to end.	from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Right to information**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You have a right to information from us about the terms of this tenancy and about our repair obligations, our policies for housing allocations and transfers, our policies on tenant consultation and our performance as a landlord. Information may be made available on our website or provided in another accessible format on request.		

Table of clauses within existing 'Somerset Council' Tenancy Agreement with proposed updated provisions. The original tenancy agreements are those issued to tenants previously managed by Taunton Deane Borough Council, Somerset West and Taunton Council or Somerset Council (rather than Homes in Somerset) .				
Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
			as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Right to Succession**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	As a tenant, it may be possible for someone to succeed your tenancy if they are a person identified as a qualifying person under our policy or legislation in force at the time of your death.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	There is normally only one statutory succession, although the legal position will depend on the history of the tenancy and the circumstances of the case.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	If there is more than one member of your family qualified to succeed this tenancy, then in the absence of an agreement between the parties, we will, using all information available, use our discretion to choose the person to succeed.		
6) The responsibilities of the Council to you	*New section with additional clauses*	If two people are joint tenants and one dies, the surviving joint tenant becomes		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
as a secure tenant		the sole tenant and is regarded as a successor, but when both the joint tenants have died there is no further right to succession.	obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	If someone believes that they may have the right to take over the tenancy, they must contact us as soon as they can. We will explain what information we need to consider the matter and will support them through the process. A delay in contacting us will not, by itself, take away any legal right they may have to succeed to the tenancy.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	All successors will be bound by the terms and conditions in this agreement.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Right to Assign**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations as a landlord to tenants These are captured here and align with the existing section entitled"The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You must not assign your tenancy except in accordance with legislation and policy in force at the time of your request. These may include a qualifying mutual exchange, an assignment to a person who would be entitled to succeed in the circumstances permitted by law, or an assignment made under an appropriate court order.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
			requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Lodgers, subletting and parting with possession**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Taking in a lodger (secure tenants only)**		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You may take in a lodger without obtaining our consent, if you continue to occupy the property as your only or principal home.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You must tell us in writing when a lodger moves into or leaves the property. You must provide the lodger's name and any other information we reasonably require to manage the tenancy, prevent overcrowding, protect the safety of residents or comply with our legal		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		obligations.	agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency and Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	A lodger does not become a tenant of the Council and does not acquire any right to take over your tenancy merely because they live at the property. You remain responsible for paying the rent and for complying with this agreement.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You are responsible for taking reasonable steps to ensure that your lodger does not cause nuisance, harassment, damage or another breach of this agreement.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Subletting (secure Tenants only)**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You must obtain our written consent before subletting any part of the property.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Your request must provide sufficient information for us to consider it. This may include the name of the proposed subtenant, the part of the property you propose to sublet, the proposed start date and duration of the arrangement, the number of people who would live in the property and any payment or rent the proposed subtenant would make.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We will consider your request within a reasonable time and will not unreasonably withhold consent. In deciding whether it is reasonable to give consent, we may take account of matters permitted by law, including whether the arrangement would cause the property to become overcrowded and whether we intend to carry out work to the property which may affect the proposed accommodation.	the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	If we refuse consent, we will explain our reasons in writing.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You must not allow the proposed subletting to begin unless and until you have received our written consent.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	If we give consent, you must continue to occupy the property as your only or principal home and remain responsible for paying the rent and complying with this agreement. You are also responsible for taking reasonable steps to ensure that your subtenant does not cause nuisance, harassment, damage or another breach of this agreement.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Subletting the whole property	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of the Council to you".	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You must not sublet, give up possession of, or allow another person to take possession of the whole property.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You must continue to occupy the property as your only or principal home. If you sublet or part with possession of the whole property, your tenancy may cease to be		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		secure and may not regain secure status even if the arrangement later ends.	The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency and Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Subletting or parting with possession of the whole property may also amount to a breach of this agreement or a criminal offence. We may investigate and take appropriate action, including possession proceedings or other legal action where the legal requirements are met.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Nothing in this clause prevents a lawful assignment, mutual exchange or transfer of the tenancy carried out in accordance with the law and relevant provisions of this agreement.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Right to Exchange	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You may with our written consent exchange the property with another tenant of a registered social landlord or local authority.		
6) The responsibilities of the Council to you	*New section with additional clauses*	Each of the tenants must have the respective written consent of their landlord		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
as a secure tenant		before any exchange can go ahead.	the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency and Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Any reasonable conditions which are attached to the Landlord's consent relating to the remedying of any breach or performing of any obligation of this tenancy must have been complied with.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We will not withhold consent except on a ground permitted by law, and we will notify you of our decision within the applicable statutory period. Consent may be made subject to a condition only where the law permits.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	If you take on this tenancy by way of an exchange you will become responsible for complying with the terms of this tenancy agreement.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Rent in advance is payable in line with your chosen payment period (and a minimum of two weeks) when this tenancy commences by way of an exchange and must remain on your account to ensure you always have credit. This will be refunded to you when your tenancy ends.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Right to Apply for a Transfer**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Depending on your circumstances and the property you occupy you can request a transfer to another council property or housing association property in the area. Whether you qualify and the priority given		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		to your application will depend on the applicable allocation policy, your circumstances and the availability of suitable accommodation.	the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Complaints**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing "The responsibilities of	Your rights as a tenant remain unchanged. These updated provisions provide better clarity and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We will maintain an easily accessible complaints procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure is available on our website, and a copy can		

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		be provided on request	the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Right to Buy (Secure Tenants Only)**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing	Your rights as a tenant remain unchanged. These updated provisions really strengthen them and will help you hold us to account
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You may have the Right to Buy if you meet the statutory qualifying conditions and the property is not exempt. The qualifying period may include certain previous periods as a public-sector tenant.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		Restrictions and exceptions may apply, and the law may change during your tenancy.	section entitled "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You will only be able to purchase under the scheme if your house or flat is your only or principal home and is self-contained. Restrictions may apply.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Further information and the current application form can be found at www.righttobuy.gov.uk. You should obtain independent legal and financial advice before deciding whether to apply.		
Your Tenancy – Our Obligations				
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Possession**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are	Your rights as a tenant remain unchanged. These updated provisions really strengthen them and will help you hold us to
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We agree to give you possession of the property at the start of the tenancy.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
			captured here and align with the existing section entitled "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency and Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	account.
		Tenants' Right to Occupy	There are two new sections in the new agreement which reflect the rights of the tenant and our	Your rights as a tenant remain unchanged. These updated provisions really strengthen them and will
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We will not interrupt or interfere with your peaceful right to occupy the property except where access is required and so long as you abide by the terms of this		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		agreement.	obligations. These are captured here and align with the existing section entitled "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We will require access to the property if:		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We give you 24 hours' notice to inspect or repair the property, including inspection and works under the Gas Safety Regulations or to inspect or remedy any hazards.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We need to check on your safety or welfare if we have reasonable grounds for concern.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We believe there is an emergency and persons at the property are at a significant risk of imminent harm.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We have obtained a court order allowing us to do so.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	In cases where there is an emergency, we may not be able to give you 24 hours' notice and may, if necessary, force entry. Where we force entry, we will take steps to repair anything, but if the reason we have had to force entry is due to something that you have done in breach of this agreement, we may consider recharging you the reasonable costs incurred by us.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We always require access to common parts to carry out relevant repairs and health and safety inspections to ensure that these areas comply with all relevant health and safety legislation.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We will comply with our legal obligations relating to the condition, repair and fitness of your home, including the requirements		

Table of clauses within existing 'Somerset Council' Tenancy Agreement with proposed updated provisions. The original tenancy agreements are those issued to tenants previously managed by Taunton Deane Borough Council, Somerset West and Taunton Council or Somerset Council (rather than Homes in Somerset) .				
Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		applying to emergency and significant hazards in social housing. Where the law requires us to investigate, provide information, carry out safety work, take preventative action or arrange suitable alternative accommodation within a specified period, we will act within the applicable statutory requirements.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Repair of Structure and Exterior**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing section entitled "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and	Your rights as a tenant remain unchanged. These updated provisions really strengthen them and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We will maintain that update as necessary and keep in proper working order:		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	The structure and outside of the property including roof, outside walls, outside doors, floors, window frames, windowsills, drains, gutters and external pipes, chimneys and chimney stacks.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Internal walls, floors and ceilings, major internal plasterwork, skirting boards, doors and doorframes, door jambs. We are not responsible for painting and decorating.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Kitchen and bathroom fixtures, if supplied by us.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Heating and water heating equipment.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Our obligations are subject to the repair and condition responsibilities imposed by law. Nothing in this agreement reduces or excludes those responsibilities.		

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Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
			Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Repair of Installations**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing section entitled"The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and	Your rights as a tenant remain unchanged. These updated provisions really strengthen them and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We will keep any installation provided by us for space heating, water heating, rubbish disposal and sanitation and for the supply of water, gas and electricity in good repair and proper working order, including:		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Basins, sinks, baths, toilets, flushing systems, taps, stop cocks and water pipes.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Electric wiring including sockets, light fittings and switches, gas pipes and water pipes.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Water heaters, fireplaces, fitted fires and central heating systems.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	Hardwired smoke alarms and carbon monoxide detectors.		
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	You may be charged our reasonable costs where repairs are required because you, or another occupant or visitor to your home, have misused, damaged or neglected the property. We will consider the circumstances, fair wear and tear and our recharge policy before deciding		

Table of clauses within existing 'Somerset Council' Tenancy Agreement with proposed updated provisions. The original tenancy agreements are those issued to tenants previously managed by Taunton Deane Borough Council, Somerset West and Taunton Council or Somerset Council (rather than Homes in Somerset) .				
Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
		whether to make a charge.	Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Repair of Common Shared Areas**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing section entitled "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency, Influence and	Your rights as a tenant remain unchanged. These updated provisions really strengthen them and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We agree to take reasonable care to maintain the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupants or visitors to your home.		

Table of clauses within existing 'Somerset Council' Tenancy Agreement with proposed updated provisions. The original tenancy agreements are those issued to tenants previously managed by Taunton Deane Borough Council, Somerset West and Taunton Council or Somerset Council (rather than Homes in Somerset) .				
Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
			Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	**Information**	There are two new sections in the new agreement which reflect the rights of the tenant and our obligations. These are captured here and align with the existing section entitled "The responsibilities of the Council to you". The provisions have been extended to provide clarity on the rights of tenants and have been brought to the start of the agreement as requested by tenants. We are clear in the new sections on our obligations to tenants as landlord and the rights they have. It is vital to highlight these to ensure we meet our obligations under the Transparency and Influence and	Your rights as a tenant remain unchanged. These updated provisions really strengthen them and will help you hold us to account.
6) The responsibilities of the Council to you as a secure tenant	*New section with additional clauses*	We agree to provide you with information on our housing management policies, our performance as a landlord and our complaints procedures on request.		

Table of clauses within existing 'Somerset Council' Tenancy Agreement with proposed updated provisions. The original tenancy agreements are those issued to tenants previously managed by Taunton Deane Borough Council, Somerset West and Taunton Council or Somerset Council (rather than Homes in Somerset) .				
Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
			Accountability Standard. A lot of this detail was missing from the existing agreement so the new provisions will provide greater protection for tenants.	
7) Landlord's grounds for possession	Your tenancy agreement means that you can keep your home for as long as you want, unless there are legal grounds entitling the Council to repossess it.	Been removed	These provisions have been removed because of changes to legislation. The draft tenancy agreement refers throughout of the actions we can take but doesn't be as specific to include reasons for possession, some of which are outdated.	
7) Landlord's grounds for possession	These grounds are set out in the Housing Act 1985 as amended. In order to evict you or require you to move to another home because of one of these reasons, the Council will first have to give you notice and obtain a Court Order.	Been removed		
7) Landlord's grounds for possession	The Council would take possession of your home for one or more of the following grounds: -	Been removed		
7) Landlord's grounds for possession	Arrears of rent or service charges.	Been removed		
7) Landlord's grounds for possession	Breach of tenancy agreement.	Been removed		
7) Landlord's grounds for possession	Action likely to cause a nuisance or annoyance to neighbours, use of the premises for illegal or immoral purposes, or committing an arrestable offence in the dwelling or in the vicinity of the dwelling.	Been removed		
7) Landlord's grounds for possession	Wilful damage to the premises or to any furniture supplied by the Council.	Been removed		
7) Landlord's grounds for possession	Where the tenant or a person acting at the tenant's instigation has given false information to obtain a tenancy.	Been removed		
7) Landlord's grounds for possession	Where one or both parties in a relationship is the tenant and one partner has left because of	Been removed		

Table of clauses within existing 'Somerset Council' Tenancy Agreement with proposed updated provisions. The original tenancy agreements are those issued to tenants previously managed by Taunton Deane Borough Council, Somerset West and Taunton Council or Somerset Council (rather than Homes in Somerset) .				
Section	**Existing Provision**	**New Provision**	**Reason for Change**	**Impact on you**
	violence from the other, possession may be obtained against the remaining partner if it is clear that the person who vacated is unlikely to return.			
7) Landlord's grounds for possession	The dwelling was available only to enable works to be carried out to the tenant's previous home and those works have been completed.	Been removed		
7) Landlord's grounds for possession	Overcrowding.	Been removed		
7) Landlord's grounds for possession	Redevelopment of the dwelling, including demolition, as part of a major improvement scheme.	Been removed		
7) Landlord's grounds for possession	The dwelling was designed for occupation by a person with special needs, is not currently so occupied, but is required by such a person. If this were to happen, you would be offered an alternative home.	Been removed		
7) Landlord's grounds for possession	The tenant has succeeded to the tenancy, but the premises are more extensive than he or she reasonably requires.	Been removed		
7) Landlord's grounds for possession	The Housing Act 1996 has given Local Authority Landlords, the opportunity to gain possession more quickly and in certain cases where there has been violence or serious anti-social behaviour, the Council can apply to the Court for possession without delay following the issue of a Notice of Seeking Possession.	Been removed		

Included above are provisions which link to the exisiting headers in the SC tenancy agreement as outlined in column B. Below are totally new provisions which do not link to any previous sections.

New Provision	**Reason for Including**	**Impact**
Information	The existing agreement does not clearly stipulate	This offers you greater assurance that your data

New Provision	Reason for Including	Impact
It is a requirement of this agreement that you keep your data up to date and tell us about any changes when they arise. This includes telling us if someone moves in or out of the property, as their main home or your benefit entitlement changes.	anything around data sharing and updating us with changes as they arise. This new provision ensures we are compliant with the DP Act and emphasises the need for tenants to report changes.	will be managed in line with legislation. There is now, however, an expectation that you will tell us when things change.
We will ensure that our services are tailored to meet the needs of all of our tenants and we encourage you to tell us of any additional support or reasonable adjustments you require to access our services.		
We will meet our obligations under the Data Protection Act 2018. We will collect, use, store and share personal information in accordance with data protection law and our privacy notice.		
We may share information where this is necessary and lawful, including with the Police, other law enforcement agencies, the Department for Work and Pensions and other organisations involved in providing or protecting housing services, including for the prevention of fraud and any potential future landlord requiring a reference.		
The General Data Protection Regulation (GDPR) provides the following rights for individuals:		
be informed about how your data is being used		
access personal data		
have incorrect data updated		
have data erased		
stop or restrict the processing of your data		
data portability (allowing you to get and reuse your data for different services)		
object to how your data is processed in certain circumstances		
For further information, please refer to the Privacy Notice on our website.		
Our Privacy Notice explains the purposes for which information is used, the lawful bases we rely upon, who information may be shared with, how		

New Provision	Reason for Including	Impact
long it may be retained and your data-protection rights. Signing this agreement does not amount to consent where we rely upon another lawful basis for processing.		
Service of Notices	This section is new, but it is vital that we are clear with tenants how we will serve them with notice and how they can serve us with notice to comply with legislative expectations.	This is positive and gives you more clarity.
We may serve notices or any other correspondence or documents on you as set out below. Where legislation, regulation or court rules require a particular form or method of service, those requirements will apply.		
Handing them to you or your joint tenant; or		
Leaving them at your last known address; or		
Fixing them to your front door or other prominent part of the property; or		
Posting them through the letterbox to the property; or		
Sending them by post or		
Sending them via email to the email address we have on record for you (we will also serve you a hard copy where we serve you in this way).		
Where you wish to issue us with notice, you must do so in writing. Notices sent to us by email at customer.services@homesinsedgemoor.org will be accepted.		
Absence from your home	This section is needed as tenants must be clear on the expectations we have which are linked to legislation around occupying their home and telling us they are going to be away. We have a legal duty to ensure we prevent fraud and make the best use of our housing stock. We have included provisions to ensure they comply with the Tenancy Agreement while they are away from home to ensure we continue to meet our obligations including gas and electrical safety.	Your home may be at risk if you do not comply with these terms.
You must tell us in writing if you are, or are expected to be, absent from your home for four weeks or more.		
If you are away during the winter months, it is essential that you protect your home against burst pipes by draining down the system and turning the water off.		
If you are away from your home for a period longer than four weeks, then you must provide details of a keyholder we can contact in case of an emergency. You must contact us at least once a month.		

New Provision	Reason for Including	Impact
If you do not provide the requested information, do not return when expected or we find that another person is living at the property, we may investigate whether the property remains your only or principal home, whether it has been abandoned or whether there has been unlawful subletting or parting with possession. We will follow the applicable legal process before recovering possession.		
You are responsible for paying your rent and complying with the terms of this tenancyduring any period of absence until the tenancy ends.		
Using CCTV, Video Doorbells or other Surveillance Equipment	The existing agreement is outdated and does not include reference to these areas. It is vital that we include these to help us prevent nuisance andharassment and keep up with emerging technology. This helps meet our obligations under the Neighbourhood and Community Standard.	You may be asked to remove existing CCTV or have restrictions imposed, if you wish to install it in the future.
You agree not to install CCTV, video doorbells or any other recording equipment at your home without obtaining our written permission first. If you live in a flat or other communal building, we are unlikely to give permission where the equipment would record or monitor a neighbour's front door, home, garden, or other area where they may reasonably expect privacy.		
Where permission is given by us, you must not position or use equipment in a way which unreasonably intrudes upon another person's privacy, causes nuisance, records more of a shared or neighbouring area than is reasonably necessary for home security, damages the property or breaches applicable law.		
You must not record our colleagues or contractors when they are working at your property or in your local area without their permission. This includes taking recordings of conversations on a mobile phone.		