

APPENDIX 4

CHANGES FOLLOWING CONSULTATION

Ref No	Page	Change
1	1	Tenant Sounding Board has asked for the document to be as clearly written as possible. This section has been reworded to improve layout and also to include section on advising tenants they can seek independent advice.
2	1	'or more' added. Previous agreement allowed for only two joint tenants. It is unusual, but there can be more than two.
3	2	Examples of alterations given following discussions at the consultation drop-in session.
4	2	Definition of civil partners added following consultation with the Lesbian, Gay and Bi-sexual Forum
5	2	Lifts added to definition of communal area following consultation with Overview and Scrutiny Panel
6	2	Examples of fixtures and fittings given following discussions at the consultation drop-in session.
7	3	Definition of livestock added following consultation with Overview and Scrutiny Panel
8	3	Previously stated 'Exchange' rather than Mutual Exchange. Also amended to make it clear that secure tenants have a right to exchange with housing association assured tenants
9	3	The word housing added following consultation with the Tenant Sounding Board
10	4	Succession definition: added that in some cases the law requires tenants to have been living with the deceased for 12 months prior to the tenant dying. Added to make the issue as clear as possible.
11	4	Motorhome added to definition of vehicles to make meaning clearer.
12	4	Meaning of written permission clarified following consultation with the Tenant Sounding Board. Previously stated: <i>a letter from us giving you permission to do something.</i>
13	5	Added to explain what security of tenure means
14	6	Added to clarify the position of joint tenants as consultation showed that there was a need for more information on this topic.
15	7	National Insurance used instead of NI and boxes added at request of Tenant Sounding Board
16	8	Advising that we will share information with other Councils or housing associations following consultation with the Tenant Sounding Board and consultation response
17	10	Added to show that another member of the family includes people living together as civil partners and step children of civil partners added following consultation with the Lesbian, Gay and Bi-sexual Forum
18	10	Added to clarify the rights of civil partners in the case of demoted tenancies following consultation with the Lesbian, Gay and Bi-sexual Forum
19	10	To clarify rights of civil partners where more than one person is entitled to succeed to a tenancy following consultation with the Lesbian, Gay and Bi-sexual Forum. Succession generally clarified following request for clarification.
20	11	Added to clarify the position on properties adapted for disabled people.
21	11	'secure' and 'assured' added to clarify that only these tenants have the right to exchange
22	11	Added to make clearer the consequences of exchanging without permission
23	12	Added to give more information on the right to buy process

24	13	Regulations prescribe maximum compensation figure. Added to increase information for tenants.
25	14	Tenant Sounding Board asked for the text to be the same as in the tenant handbook – text amended accordingly.
26	15	Added at request of Tenant Sounding Board
27	15	Section added at request of tenants. Home Loss payments are required in certain circumstances by regulations which set a flat rate fee which is reviewed every year.
28	16	Overview and Scrutiny panel discussed access and notice requirements. Access is also required for carrying out gas safety checks which need to be done on annual basis for health and safety reasons
29	16	Request for more information on what 'court order' means at request of Tenant Sounding Board
30	17	Complaints can sometimes relate to incidents of anti social behaviour. During the consultation a request was received to commit to always taking action. However, this is not reasonable. Discretion must not be fettered, each case must be investigated on its merits and in some cases no enforcement action may be taken. For example, in the case of an elderly person with dementia. The appropriate course would include be support from various agencies and or a move to a supported housing. The section has also been reworded to reflect recent changes to the complaints procedure – it previously referred to a 3 stage procedure.
31	18	Paragraph added on carrying identification at request of Tenant Sounding Board
32	19	Amended to make it clear that the tenant is responsible for paying all rent and other charges – for example heating.
33	20	Housing benefit section shortened – section on overpayments and requirements to provide correct information will be moved to the Tenants Handbook
34	21	Added to make responsibilities of tenant clearer.
35	22	Added following consultation by Overview and Scrutiny Panel
36	23	Added following questions on any criteria that might be imposed to safeguard tenants from high hedges cutting out light.
37	23	Added following consultation with Overview and Scrutiny Panel
38	24	Added following consultation with Overview and Scrutiny Panel to allow a reasonable period of notice for tenants who work.
39	26	Added following consultation with Lesbian, Gay and Bi-sexual Forum
40	27	Added following consultation with Overview and Scrutiny Panel
41	28	Added following discussions with Overview and Scrutiny Panel
42	31	Added following discussions with Overview and Scrutiny Panel
43	31	Consultation (Tenant drop-in and Overview and Scrutiny and response during the consultation showed that previous clause was too restrictive. It read: <i>you must not carry out repairs to any motor vehicle at the property.</i>
44	31	As above – added to prevent clause being too restrictive. Consultation response pointed out that as previously written the clause would have prohibited neighbourhood watch notices.
45	33	Security of tenure section moved to earlier in the document – see point 13 – to simplify this section
46	36	Added following consultation with Tenant Sounding Board

SUGGESTIONS NOT INCORPORATED INTO THE AGREEMENT

Tenants should not have to give four weeks notice to end a tenancy because this is difficult in the case of a transfer to another Council property	No change required. In such cases the Council accepts a surrender of the property on an earlier date.
Written permission to include typing, printing, lithography, photography and other modes of representing or reproducing words in written form and expressions referring to writing are construed accordingly	Existing wording considered sufficient.
In section on our responsibilities to you reference to Tenant Services Authority as a body that would investigate complaints, similar to the Ombudsman's service	The legal department have confirmed that this is outside the scope of the Tenant Services Authority.
Tenant sounding Board requested that a committeemen be given that enforcement action will (rather than may) always be taken action against anti social behaviour	The Council needs to retain its discretion. Whilst action will be taken in the vast majority of cases, in some circumstances alternative remedies may be more appropriate. For example, in the case of someone suffering from dementia, mental illness or a terminal illness.
A letter was received asking for enforcement action against non Council tenants	Only the Council and its tenants are parties to the agreement and bound by its terms so this is outside the scope. However, action will be taken where such perpetrators cause anti social behaviour to Council tenants or on Council estates, through the police and the Council's anti social behaviour unit.

DETAILS OF RESPONSES SUBMITTED

A) E- MAIL

Reply 1 – Comment stating that the proposed agreement looks “ok” for people who will be new tenants but stating that they will not be bound by its terms as they are an existing tenant.

Reply 2 – Comment stating that the proposed changes are long overdue and further giving instances of damage to the communal garden and people not living at their homes.

Reply 3 - Comment advising that our tenancy records are incorrect as the tenant has now died.

Reply 4 – Comment advising that the person is wishing to move due to obtaining a new job.

Reply 5 – Comment advising that the person wishes to rent a flat in Northampton.

Reply 6 – Complaint about the way the Council has dealt with an issue of garden allocation through the Right to Buy scheme.

Reply 7 – Comment on clarification of succession rights when the tenant dies. Comments accepted. Text clarified in revised draft.

Reply 8 – Request for consideration of a concessionary TV license and assistance with a mobility car.

Reply 9 – Comment on an incident involving the parking of an untaxed / unroadworthy vehicle. Comments accepted. Text clarified in revised draft.

Reply 10 – Comment from respondent 8 requesting a response to their email. consultation exercise

Reply 11 – Request to be contacted. When contacted they confirmed they had sent the email to the wrong address.

Reply 12 – Comment stated as “None.”

Reply 13 – Further comment from respondent 9 about the same issue.

Reply 14 – Request that the tenancy agreement contain legally and binding assurances and respect tenant's rights particularly those with mental health issues particularly with regards to repairs. Comment accepted. Vulnerable Tenants Policy in preparation.

Reply 15 – Further response from respondent 14 commenting on the Council having appropriate resources available to undertake repairs, reduce inconvenience to tenants when undertaking repairs and have a more flexible repair service in terms of access times.

B: :LETTER CORRESPONDENCE

3 letters have been received.

Letter 1

Comment on insufficient details being given on Data Protection. Comment of the Council not stating they will take action when someone litters communal areas. Comment on recycling not being mentioned and the specific wording of the section concerning “Rubbish and Refuse.”. Comment on the feeding of animals and birds i.e. hedgehogs, pigeons etc Comment on the section “Repair of vehicles” is too restrictive and does not allow for minor repairs. comment on “Signs and Advertising” and that this would prohibit things such as Neighbourhood Watch stickers being displayed

Response: Data protection clause amended in revised draft. Recycling mentioned in revised draft. Repair of vehicles clauses amended. Signs and Advertising clause amended. It was not felt reasonable to prohibit the feeding of birds. Action will be taken on litter and the document already allows for this.

Letter 2

Comment on no mention of what steps can be taken against non-Council tenants (this does not apply as the contract is between the Council and its tenants).

Response; Non council tenants are not party to the agreement and cannot be bound by it. This will be covered in a general leaflet on Anti Social Behaviour.

Letter 3

Comment on the kerbside collection when a person is infirm or disabled.

Response: Tenant was disabled and collection has been arranged.