

Amendments to the TENANCY AGREEMENT



SECTION 1 – The Tenant’s Obligation

Existing Tenancy Agreement Clause	Proposed Changes to Tenancy Agreement
i. GENERAL OBLIGATION	
You must ensure that all the obligations described in this tenancy agreement are adhered to.	You must ensure that all the obligations described in this Tenancy Agreement are adhered to.
ii. RENTS	
The existing agreement has no clause with regard to this.	You may commence your Tenancy on any weekday. Rent is payable on a Monday. In the event your tenancy commences on a day other than a Monday i.e. a Tuesday, Wednesday, Thursday or Friday you will pay a pro-rated proportion of a week’s rent (up to the following Monday).
The existing agreement has no clause with regard to 2(a)	2(a) You must pay your rent. It must be paid on time. Your rent is due every week (on a Monday) but you can pay in advance every two weeks or every month if you prefer. There are occasional ‘free’ weeks when no rent is due (although people with rent arrears must continue to pay in these weeks).
The existing agreement has no clause with regard to 2(b)	2(b) If you do not pay your rent, or you pay your rent persistently late without a good or valid reason, St. Leger Homes will commence legal action which could result in eviction from your home (please refer to Rent Collection and Arrears Recovery leaflet for further information).
The existing agreement has no clause with regard to 2(c)	2(c) If you are joint tenants you are each responsible for all the rent and for any rent arrears. St. Leger Homes can recover all rent arrears owed for your home from any individual joint tenant. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent that may still be owed.
iii. NUISANCE, HARRASSMENT AND ANTI-SOCIAL BEHAVIOUR	
iii. You must ensure that you or any other person residing in or visiting your property do not:	3 You are responsible for the behaviour of every person living in or visiting your property. This includes responsibility for their behaviour in your property, in communal areas, (stairs, lifts, landings,

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	<p>entrance halls, shared gardens, parking areas and play areas etc.), and in the neighbourhood of the property.</p> <p>You, your friends, relatives and any other person living in or visiting the property must not:</p>
<p>3(b) Subject any person to any act of harassment or intimidation.</p>	<p>3(b) Harass or discriminate against anyone particularly because of race, religion, sex, sexuality, disability or age. You must not threaten to harass, use or threaten to use violence to anyone in the neighbourhood, or incite others to do so. Examples of harassment include but are not limited to:</p> <p>Racist behaviour or language, using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening, abusive or insulting graffiti, letters or email; doing anything that interferes with the peace, comfort, convenience and enjoyment for others.</p>
<p>The existing agreement has no clause with regard to domestic violence.</p>	<p>3(c) Inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.</p>
<p>3(c) Subject any representative of the Council or any other person to any physical or verbal abuse, in circumstances that the Council feels breaches the tenancy agreement.</p>	<p>3(d) Subject any St. Leger Homes staff, Council employees, appointed contractors, agents, persons, elected Councillors to any physical or verbal abuse (including telephone calls or emails), or incite others to do so. This includes any actual or threatened assault, attack, violent act or aggression directed towards the above.</p>
<p>3(e) Use the property for illegal or immoral purposes.</p>	<p>3(e) Use the property or permit the property including any communal areas to be used for any criminal, illegal, unlawful or immoral purposes, including but not limited to:</p> <ul style="list-style-type: none"> ▪ Selling or conspiring to sell, using, storing, manufacturing or cultivating illegal drugs or other illegal substances. ▪ Storing, handling or selling stolen goods including the sale of alcohol and cigarettes to under age people.

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	<ul style="list-style-type: none"> ▪ Keeping illegal or unlicensed firearms or weapons within the property. ▪ Prostitution or soliciting.
<p>3(i) Carry out vehicular repairs or park unroadworthy vehicles within the curtilage of the property or on any adjacent grass verge, communal path, parking area or garage site which causes nuisance or inconvenience.</p>	<p>3(i) use any part of the property, land around your home, the road, communal path, parking area or garage site to store, load or unload scrap metal or to strip down vehicles.</p>
<p>3(j) Allow the property to be used in an untenant-like manner ie to store material etc such as identified stolen property.</p> <p>No previous clause in existing Tenancy Agreement with reference to noise.</p>	<p>3(j) cause any noise, which constitutes a nuisance to any other person. Noise can include but is not limited to:</p> <ul style="list-style-type: none"> ▪ Music ▪ DIY noise ▪ Door slamming ▪ Revving up vehicles and motorbikes ▪ Shouting and screaming ▪ Dogs barking persistently <p>Please remember sound can easily travel because of this it is particularly important to give consideration to your neighbours.</p>
	<p>3(k) refuse the assistance of mediation services to try and resolve a dispute where, in the opinion of St. Leger Homes, this is the appropriate course of action.</p>
<p>iv. USE OF PREMISES</p>	
<p>4 Use of Premises</p> <p>You must:</p>	<p>4 Use of Premises</p>
<p>4(a) Occupy the property as your only or principal home and behave in a tenant like manner.</p>	<p>4(a) You must occupy the property as your only or principal home and you must inform St. Leger Homes in writing of any absence of longer than six weeks. This includes any term of imprisonment of longer than six weeks. You will need to provide St. Leger Homes with the following information in writing:</p> <ul style="list-style-type: none"> ▪ Your intended date of departure ▪ Your intended date of return ▪ The arrangements you have made to pay the rent and care for the property

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	<ul style="list-style-type: none"> ■ The address and phone number where you can be contacted whilst you are away.
<p>No clause with this regard in existing tenancy agreement.</p>	<p>4(g) Must not fit TV aerials, CB aerials or satellite dishes to maisonettes or flats and not fit satellite dishes to Council owned bungalows or houses without the prior written consent of St. Leger Homes. Approval will always be subject to the Council's planning policies being adhered to. Permission will not be unreasonably withheld.</p>
<p>4(h) Not park a caravan, motor-home or other vehicle including any heavy plant, trailers or boats within the curtilage of the property or on any area adjacent to the property or on any communal estate area without the prior written consent of the Council.</p>	<p>4(h) Must not park a vehicle anywhere on your property except on a hardstanding, driveway or paved area intended for parking. Caravans, motor-homes, heavy plant, boats and trailers must not be parked on the garden, driveway, paved area, around your home or on any communal parking areas without the prior written consent of St. Leger Homes. Permission will not be unreasonably withheld.</p>
<p>New clause. Existing tenancy agreement does not have this clause.</p>	<p>4(i) Must not use a vehicle to cross any footpath, open plan or communal area without the prior consent for and installation of an approved vehicular access. The installation must be carried out by the Council's Highway Department, together with approval from St. Leger Homes. Permission will not be unreasonably withheld.</p>
<p>4(l) Not keep more than two dogs in a Council dwelling and not keep any dogs in flats or maisonettes apart from a flat or maisonette that has a separate and exclusive entrance leading from a rear, side or front garden.</p>	<p>4(m) Must not keep any dogs in flats or maisonettes apart from a flat or maisonette that has a separate and exclusive entrance.</p>
<p>4(n) Not keep any dangerous animals nor allow grazing animals to be kept or tethered within the curtilage of the property.</p>	<p>4(n) Must make sure that any animals kept within the property are subject to proper control and do not cause nuisance or annoyance to any other person. You must not allow your animals to foul on other people's property and your garden must be kept free from animal faeces.</p>
<p>4(o) Not use or keep within the property any dangerous or inflammable materials,</p>	<p>4(o) Must not keep any dangerous animals, livestock, chickens and other fowl,</p>

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equipment, liquids or gases which could represent a threat to the safety and well being of residents or neighbours.	nor allow grazing animals to be kept or tethered on any part of the property or keep any animal that St. Leger Homes decides is unsuitable for your home or garden.
4(q) Not misuse communal areas in multi-occupant dwelling blocks or adjacent areas and not interfere with the safety or security of communal areas.	4(q) Must not store any liquid gas or other bottled gasses in multi-storey flats, maisonettes or in any communal areas.
New clause.	4(r) Must not keep open any communal entrance doors or fire doors within multi-occupant dwelling blocks, as this compromises the safety and security of other tenants within the property.
New clause.	4(s) Must not misuse communal areas in multi-occupant dwelling blocks or adjacent areas and not interfere with the safety or security of communal areas.
New clause.	4(t) Must comply with all current gas safety regulations and ensure that rooms containing gas fired back boilers and gas fires are not used as bedrooms and that all ventilation bricks are kept free from obstruction.
New clause.	4(u) Must ensure that St. Leger Homes staff, Council's officers, representatives and their agents can gain access to the premises to carry out tenancy checks, investigate allegations of tenancy breaches, illegal or non occupation and respond to complaints of anti-social behaviour or neighbour disputes (upon production of an official identity card). Access should also be made available when St. Leger Homes staff wish to show an applicant from the Housing Register around the property.
v. REPAIRS AND MAINTENANCE	
5 Repairs and Maintenance You must:	5 Repairs and Maintenance As a secure tenant You Must:
5(b) Ensure that fixtures and fittings which are your responsibility are adequately maintained and do not constitute a hazard or danger to the occupiers, or the fabric of the building.	5(b) Pay for any repair resulting from any wilful damage or neglect by you or anyone residing in or visiting your home. This includes but is not limited to: <ul style="list-style-type: none"> ▪ Smashed or cracked windows

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	<ul style="list-style-type: none"> ▪ Holes in doors ▪ The removal of walls and fencing ▪ Parking/driving over grassed areas ▪ Replacement locks due to lost keys <p>Any damage to your property occurring as a result of crime must be reported to the police immediately and will be investigated by St. Leger Homes to ensure that false claims are not made.</p>
New clause.	<p>5(f) Allow access or arrange for access to be provided for the servicing of gas appliances on an annual basis. If you do not let us in we will take legal action and you may have to pay the costs and/or be prosecuted for obstruction.</p>
The existing agreement has no clause with regard to 5(g)	<p>5(g) allow access for the testing of electrical wiring within the property.</p>
Amended clause.	<p>5(h) not remove internal walls or take out any other part of the building without the prior written consent from St. Leger Homes. If you make any alteration to your home without the prior written approval of St. Leger Homes, we may have to tell you to return the property to its original state. Where you have obtained consent for the alteration of the property, you are responsible for its proper implementation, final approval and subsequent maintenance, unless otherwise notified by St. Leger Homes.</p>
The existing agreement has no clause with regard to 5(i)	<p>5(i) There are special circumstances when St. Leger Homes has the legal right to apply for possession of your home because work needs to be done to it. They are:</p> <ul style="list-style-type: none"> ▪ If the property needs to be empty for major building repair or for complete redevelopment or because it has to be demolished. You will be offered a suitable alternative home. You will usually get compensation or help with your moving costs (or both) depending on your circumstances. Your move could be permanent or temporary. ▪ If you agree to a temporary move the conditions of your current tenancy agreement will still apply. We have the

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	right to take possession of your temporary home when the work on your original property is finished.
vi. SHELTERED ACCOMMODATION – no change	
viii. ENDING YOUR TENANCY	
<p>7(a) You must give the Council at least four weeks’ notice in writing to end your tenancy agreement expiring on a Monday and return your keys to the Housing Office by the end of the four weeks’ notice.</p>	<p>7(a) You must give the Council at least four weeks’ notice in writing of your intention to end your tenancy agreement. Failure to give notice will result in a full four weeks rent being charged to your account. The tenancy will end on the last day of the four-week period (28 calendar days), and the rent will be due up to and including the final day. If you fail to hand in the keys before noon on the final day you will be charged another weeks rent. Failure to hand in a full set of keys for every lock will result in the changing of the locks and you will be recharged for the full cost of the work.</p> <p><u>You will also be asked to provide a forwarding address.</u></p>
<p>7(b) You must give the Council vacant possession of the property. This means no person should be left residing in the property and no belongings should be left within the premises or the curtilage of the property.</p>	<p>7(b) You must ensure that all belongings are removed from the property and the garden area and nobody is left in residence. Your tenancy will not terminate until vacant possession has been provided.</p>
<p>7(c) when you leave the property, it should be left in good condition, including all fixtures and fittings</p>	<p>7(c) You will be charged for clearance of any furniture or effects left inside the property, any furniture or effects left in the garden, any damage to the property or any unauthorised alterations to the property.</p>
<p>7(d) If damage to a Council property is caused wilfully or by neglect the Council will recharge the tenant with the costs of the work. This will include any damage discovered on termination of the tenancy and the costs of clearing belongings left following vacation of the property.</p>	<p>7(d) When you leave the property, it should be left in a good condition and include all original fixtures and fittings. The only exception is where you have been granted permission to carry out improvements. In this case you should abide by any conditions agreed when the improvement was carried out. If you do not abide by these conditions you may be recharged the cost of reinstating the property to its original condition.</p>

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The existing agreement has no clause with regard to 7(e)	7(e) Tenants who transfer from their property to other Council accommodation will have their former tenancy agreement terminated on the date of commencement of their new tenancy as long as the keys are returned the same day. If the keys are not returned on time you will be charged any additional rent due on the property. Housing Benefit will not normally be payable on both properties are the same time.

SECTION 2 – The Tenant’s Rights

Existing Tenancy Agreement Clause	Proposed Changes to Tenancy Agreement
New clause.	If you are subject to the conditions of a demoted tenancy then the sections marked with an asterisk* will not apply to you during the period that your tenancy is demoted. See definition of a Demoted. For a definition of a demoted tenancy please refer to section 5. A tenant has the following rights governed by statute as a secure tenant.
(a) To buy the house if he or she has been a tenant for at least two years and the property is not provided either for senior citizens or disabled persons.	(a) *To buy the house if he or she has been a tenant for at least five years (two years if your tenancy was granted before 18 January 2005) and the property is not provided either for senior citizens or disabled persons.
(g) To exchange. You have a right to exchange the property with that of another tenant of this Council, another Council, Housing Association or other public landlord. Written permission from the Housing Office is required.	(g) *To exchange. You have a right to exchange the property with that of another tenant of this Council, another Council, Housing Association or other public landlord. Written permission from the Housing Office is required before the exchange can proceed.
(i) The right to inspect any relevant personal information recorded on file by the Council either concerning your initial application for housing or on your tenancy file.	(i) You have the right to see information we have about you. (In certain circumstances you will not be able to see everything, for example details about other tenants). This information must be made in writing and there may be a small charge.

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(j) The right to compensation for certain improvement defined by the Housing Act.	(j) The right to compensation for certain improvements defined by the Leasehold Reform, Housing and Urban Development Act 1993.

SECTION 3 – The Council’s Obligation

Existing Tenancy Agreement Clause	Proposed Changes to Tenancy Agreement
(1) REPAIRS AND MAINTENANCE	
Supply and Maintenance of Cookers and Refrigerators in Council Owned Dwellings:	
The Council will normally give tenants at least 24 hours prior notice in writing to enter the premises for the purpose of inspection or the carrying out of repairs except in an emergency.	Removed.
<p>(2) NOTICES ii. Notices</p> <p>Pursuant to Section 48(1) of the Landlord and Tenant Act 1987 the Council notifies you that the address for service is:</p> <p>Head of Housing Services Floor 11 PO Box 117, Council House College Road, Doncaster DN1 3SZ</p>	<p>2 Notices</p> <p>Pursuant to Section 48(1) of the Landlord and Tenant Act 1987 the Council notifies you that the address for service is:</p> <p>St. Leger Homes of Doncaster Limited St. Leger Court, White Rose Way, Doncaster DN4 5ND</p> <p>Service of any notices by the Council or St. Leger Homes in respect of your tenancy shall be executed either by personal service or delivering the notice to your or the intended recipient’s last known address.</p>
<p>iii Quiet Enjoyment</p> <p>To ensure that you have the right to quiet enjoyment of your property.</p>	<p>3. Quiet Enjoyment</p> <p>To ensure that you have the right to quiet enjoyment of your property. This means that the tenant has a right to enjoy possession of the property without interruption or interference by his landlord during the period of his tenancy.</p>

SECTION 4 – The Council’s Rights

Existing Tenancy Agreement Clause	Proposed Changes to Tenancy Agreement
(b) If the Council wishes to apply to seek possession of your property it may do so by issuing you with a Notice of Seeking Possession which sets out the grounds upon which the action is based. The Council will always seek to resolve breaches of conditions of tenancy with the tenant so that repossession action is not required.	1. The Council may seek possession if it intends within a reasonable time to demolish, reconstruct or carry out work on the premises or the building in which the premises are situated and cannot reasonably do so without obtaining possession. In this case the Council must find suitable alternative accommodation.

SECTION 5 – Definitions

Existing Tenancy Agreement Clause	Proposed Changes to Tenancy Agreement
New definition.	10. The term ‘Housing Office’ means any of the St. Leger Homes area offices delivering housing services (as notified to tenants) or the headquarters at St Leger Court.
New definition.	11. Demoted tenancies allow the landlord to apply to the court to reduce the tenant’s security of tenure if the tenant, another resident or visitor to the tenant’s home has behaved or threatened to behave in a way which is capable of causing nuisance or annoyance or includes using the premises for unlawful purposes. The demotion order gives a serious warning to the tenant, since if the tenant continues to misbehave swift action can be taken to end the tenancy. It also removes a number of their rights as a secure tenant and therefore gives them an incentive to change their behaviour.

SECTION 6 – Further Information

<p>Section 7 – Notes (see existing Tenancy Agreement)</p>	
<p>Section 8 – Further Information</p>	<p>Section 6 - Further Information <u>This section does not form part of the tenancy agreement and is for guidance purposes only.</u></p>
<p>ii. Advice Concerning this Agreement</p>	<p>2. Advice Concerning this Agreement</p>
<p>If you wish to discuss this agreement with a representative of Housing Services you should contact your local housing office or alternatively write to:</p> <p>Head of Housing Services Floor 11 PO Box 117 Council House College Road DONCASTER DN1 3SZ</p> <p>Detailed telephone contact points are published every year in the Telephone Directory or on the Doncaster Community Website www.doncaster.gov.uk.</p>	<p>If you wish to discuss this Agreement with a representative of St. Leger Homes of Doncaster you should contact your local St. Leger office or alternatively write to:</p> <p>St. Leger Homes of Doncaster Ltd St Leger Court White Rose Way Doncaster DN4 5ND</p>