

Schedule of variation

| <i>Proposed Clause in New Terms & Conditions</i> | <i>Equivalent Clause in Existing Terms & Conditions</i> | <i>Reason for the change, and effect</i> |
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| <p>1. Rent and Other Charges</p> <p>1.1 This is a weekly periodic tenancy.</p> <p>1.2 The term 'rent' includes the weekly rent, plus service charges and any other weekly charges due for the property.</p> <p>1.3 The total amount you pay may include certain other charges for additional services. These are called service charges. If any of these charges apply, they will be detailed in the service charge schedule that is issued to you with this tenancy agreement, and summarised on the front page of this agreement, in the letter offering you the tenancy, and in any further letters you receive about changes to your rent. The way in which we will charge you for services is on a fixed basis.</p> <p>1.4 We may, after consulting with you and any other tenants or leaseholders affected, increase, add to, reduce or vary the services we provide. This may include adding services where you have not previously paid a service charge at all.</p> <p>1.5 The total amount you pay may include certain other charges known as Tenancy Charges. These charges may include but are not limited to contents insurance (which you will need to organise yourself), court costs or re-charges for property damage from any former tenancy you may have had with us.</p> <p>1.6 You must pay for any charges relating to your heating or hot water, which is based on an individual metered usage, and which will be billed directly to you by the relevant appointed</p> | <p>2. Payment of rent and money owed to the Council</p> <p>2.1 You must pay all your rent together with any other tenancy charges on the Monday of each week. If you apply for your rent to be paid by Housing Benefit, either partly or fully, it is your responsibility to complete the necessary claim form and provide all the required information.</p> <p>2.2 Tenancy charges are any financial obligations arising from your tenancy which can include but are not limited to: heating, hot water, garage rent, contents insurance, charges for wilful property damage.</p> <p>2.3 You must not withhold the rent or any tenancy charge for any reason whatsoever.</p> <p>2.4 You must pay any debt outstanding from any tenancy in full, for example, unpaid rent, tenancy charges, charges for wilful damage and any court costs.</p> <p>2.5 If you are joint tenants, you are individually and together responsible for all the rent and tenancy charges, and any debt outstanding from any previous council tenancy. The Council can recover all arrears</p> | <p>This clause has been changed to</p> <ul style="list-style-type: none"> - Require that rent is paid in advance, even if your rent is paid by UC. The effect is that you must ensure these payments are made. Where they are not, we may consider legal action which could result in your home being at risk. - Set out more clearly the situation around service charges. These are charges you pay in addition to your rent for shared services such as block cleaning. - Set out more clearly the situation around Tenancy Charges. These are charges you pay in addition to your rent, for services specific to you such as heating/hot water charges. - Allow us to pay any other debts you may have to the council first, if your rent account is in credit and you request a refund. |

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| <p>service company. These payments may vary from month to month depending on your usage.</p> <p>1.7 Rent is due weekly in advance.</p> <p>1.8 You may pay your rent in advance for longer periods such as monthly, but it must always be paid at least one week in advance.</p> <p>1.9 There may be some 'rent payment free' weeks when you do not have to pay rent – we will give you details of these 'rent payment free' weeks in writing. If you owe us rent, you must continue to pay during these 'rent payment free' weeks.</p> <p>1.10 If your rent is paid on your behalf by benefits and this payment is made in arrears, then you must make additional payments at an agreed rate until such time as your rent account does not fall into arrears in between benefit payments.</p> <p>1.11 Your rent (or other charges) may be increased or decreased from time to time. This is usually once a year. You will be advised of any change in the amount of rent you must pay at least 28 days before the rent changes. This will include giving you the date from which you will have to pay the new rent.</p> <p>1.12 - not used</p> <p>1.13 If your rent account is in credit, you may request a refund. We will first use this money to pay any other debts you owe us before we give you a refund. Other debts may include arrears from a different tenancy, rechargeable repairs costs, court costs, council tax arrears or any other debt to the Council.</p> | <p>owed to it from either of you or both of you. This means that if one joint tenant leaves, the remaining tenant or tenants are responsible for the total of any arrears outstanding and ongoing rent and tenancy charges.</p> <p>2.6 If you have any difficulty paying your rent or tenancy charges, you or someone acting on your behalf must contact your housing officer immediately.</p> <p>2.7 If you do not pay your rent, rent arrears, or tenancy charges, the Council can take Court proceedings to evict you from your property. These proceedings will incur additional charges such as legal fees and Court costs which are recoverable from you, and which will then be added to your rent account.</p> <p>2.8 The Council may vary the amount of rent you have to pay. In such circumstances, you will be notified in writing of any variation. This notice will also tell you of your rights to end the tenancy if you do not accept the new rent level.</p> | |

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| <p>2. Future Changes to this Tenancy Agreement</p> <p>2.1 You cannot make any changes to the terms of your tenancy.</p> <p>2.2 We may change the terms of your tenancy from time to time. If we intend to do this, we will:</p> <ul style="list-style-type: none"> • Write to you to tell you about the changes we intend to make and give you an opportunity to comment on the proposed changes. • We will then write to you again and give you four weeks' notice of the changes. | <p>(No Clause Number)</p> <p>Future Changes</p> <p>We may change the terms of your tenancy by FIRST giving you an opportunity to comment on the changes and THEN giving you four weeks' notice of the change</p> | <p>This clarifies the way in which the terms of the tenancy agreement can be changed, including confirmation that these terms cannot be amended by the tenant.</p> |
| <p>3. Notices</p> <p>3.1 We may serve any notice on you at your property by putting it through the letterbox, by fixing it to your property, by sending it by recorded delivery, by first or second-class post or by leaving it with you or any other adult at your home.</p> <p>3.2 You may serve any notice on us by posting or delivering it to us at:</p> <p>The Housing Service Folkestone & Hythe District Council Castle Hill Avenue Folkestone CT20 2QY</p> <p>Or at a different address if we tell you our address has changed.</p> | <p>10. Notices</p> <p>We may serve any notice on you at your property by putting it through the letterbox, by fixing it to your property, by sending it by recorded delivery, by first class post or by leaving it with you or somebody at your home.</p> <p>(No Clause number)</p> <p>(e) If you wish to serve a notice on the Council to do with legal proceedings, or other notices, it should be served on the Council: Folkestone & Hythe District Council The Civic Centre Castle Hill Avenue Folkestone Kent CT20 2QY</p> | <p>This change means we can send Notices such as rent increase letters by 2nd class post. It clarifies that a hand delivered Notice must be delivered to an adult.</p> <p>It clarifies that you can serve notice on us by post or hand delivery, and that our official address may change (if we move offices, for example).</p> <p>The effect of this proposed amendment gives greater options to us for serving notices, but also provides the tenant with greater</p> |

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| | | assurance that only adults within the home are able to be served with legal notices. |
| <p>B. LANDLORD’S RESPONSIBILITIES</p> <p>1. Repairs, Maintenance, and Improvements – Our Responsibilities</p> <p>1.1 We will maintain and repair:</p> <ul style="list-style-type: none"> • The structure and outside of your home and shared areas of your home (if applicable) this includes drains, gutters, and external pipes. • Any shared areas around your property such as entrance halls, stairways, lifts, passageways, and other shared areas. We will keep the lighting in shared areas in reasonable working order. • The installations of electricity, gas, water, drainage systems or any system connected with providing greener energy e.g. Solar panels etc. • Any heating and water installations we have provided. • Kitchen and bathroom fittings we have provided, but not hinges, doors or drawer fronts if the damage to any of these was caused by you, or a member of your household or visitor. <p>1.2 External brick-built outhouses and sheds are not classed as liveable space. The council will only maintain these in order to keep the main property secure and weather tight.</p> <p>1.3 We will keep the outside of your property and the internal communal areas of flats and maisonettes in a reasonable decorative state.</p> | <p>Folkestone & Hythe District Council’s duties to you</p> <p>1. Repairs The Council will keep in repair the structure and exterior of the property, but you must notify us of repair work you are aware of. Particular items include but are not limited to:</p> <ul style="list-style-type: none"> l the roof l external drains, rainwater goods and pipes l external walls and doors, windowsills, window frames l internal walls, skirting boards, door frames, floors and ceilings l excluding decoration but including major plasterwork l some fences, pathways and other means of access <p>The Council will keep all the installations in the property for the supply of water, gas and electricity, sanitation and for space and water heating in repair and proper working order. Where additions or improvements have been made, we will only repair them if we have agreed in writing to maintain and repair them. If you cause damage, we may do the repairs and charge you for them. If any of these repairs are not put right or paid for by you,</p> | <p>This section has been changed</p> <ul style="list-style-type: none"> - To clarify our repairing responsibilities as landlord, for example to include communal (shared) areas. - To include reference to green energy. - To clarify our position regarding kitchen and bathroom fittings. - To clarify the situation around outbuildings. - To clarify our position regarding improvements we may need to carry out to your home. - The effect of these amendments are to provide clarity only. They do not change any legal rights you already had. |

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| <p>1.4 We maintain a programme of improvements for the long-term benefit of our properties. We will discuss these with you, as and when the situation arises. We may insist that improvements are carried out for example when they are part of a programme of works for the overall benefit of the neighbourhood, or when we consider them necessary for the long-term maintenance of the property.</p> <p>1.5 The Council will not be responsible for making good any internal finishes affected by any improvement works carried out by the Council at the property unless damage to the decorations has been caused because of negligence by the Council or anybody acting on the Council's behalf.</p> | <p>the Council may take legal action against you to secure the repairs or recover the money it spends on repairs from you.</p> <p>2. External decorations We will keep the outside of your property and the internal communal areas of flats and maisonettes in a reasonable decorative state.</p> <p>3. Improvements The Council will not be responsible for making good any internal finishes affected by any improvement works carried out by the Council at the property unless damage to the decorations has been caused as a result of negligence on behalf of the Council or anybody acting on the Council's behalf.</p> | |
| <p>C. TENANT'S OBLIGATIONS</p> <p>C1. Reporting Repairs</p> <p>1.1 You must report any faults, repairs or damage to the property immediately by contacting us. Damage includes criminal damage or where anyone else's home or property is causing damage to your home. If a repair is required because of criminal damage, you should report this to the Police and obtain a crime reference number.</p> | <p>4.5 You must report any repairs that the Council is responsible for carrying out immediately.</p> <p>4.6 You must report any damage, however it was caused to your property immediately</p> | <p>This section has been changed</p> <ul style="list-style-type: none"> - To clarify that we need a crime reference number if there is any criminal damage. The effect of this is that we may not be able to consider completing repairs where the crime reference number is not provided. - To clarify that we do need you to report any repairs to us, |

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| 1.2 The Council cannot be held liable for any repairs that you have not reported to us, and which we could not reasonably be expected to be aware of if you have not reported them to us. | | otherwise we will not know if there is a problem. |
| C2. Repairing and maintenance responsibilities 2.1 You are responsible for decorating the inside of the property, and for keeping the internal decorations to a reasonable standard. 2.2 You are responsible for doing certain minor repairs, maintenance, and replacements at your own expense. Details of these are given in Section 11 of this Agreement. | 4.3 You are responsible for carrying out some internal repairs at your own expense, details of which are given in the Tenant Handbook. 4.4 You are responsible for keeping the internal decoration of the property up to a reasonable standard. | This section has been changed slightly because the list of examples of repairs that are the tenants' responsibility now forms part of the Tenancy Agreement (not just in the Tenant Handbook). The effect is that if you fail to comply with the new proposed terms, we may take legal action against you. |
| C3. Fencing and gates. 3.1 You, along with your neighbours are responsible for the maintenance and or replacement of fencing between properties, and all gates. We will maintain any fencing that face onto public areas. | There is no equivalent clause in the existing tenancy agreement | Fencing is already a tenant responsibility item as set out in the Tenant Handbook, but it will now be specifically mentioned in the Tenancy Agreement. The effect is that if you fail to comply with the new proposed terms, we may take legal action against you. |
| C4. Rechargeable Repairs 4.1 If the Council has to carry out any repairs that are your responsibility, or has to carry out repairs due to damage, neglect or misuse by you, or a member of your household, or your | 5. Recharging You will be re-charged for the cost of repairs for damage resulting from your wilful or negligent action and for the replacement of | The new clause merges the 2 existing clauses. |

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| <p>visitors, you will be re-charged for the full cost of the repairs including an administration charge and VAT, where applicable.</p> | <p>any fixtures or fittings in your property that you destroy. The Council will also charge for: I any works that the Council has had to carry out because you have not done them. I any costs incurred by the Council as a result of your breach of conditions in this agreement.</p> <p>4.2 You are responsible for the actions of any persons you allow into your property and will be liable for paying for damage caused by their actions to any part of your property or internal communal areas or external area.</p> | <p>This change is to allow us to include administration fees (and VAT where applicable) if we have to do any rechargeable repairs – this may affect how much you ultimately are asked to pay by way of a recharge.</p> |
| <p>C5. Works you must not undertake</p> <p>5.1 You, anyone living with you, or visiting your home must not:</p> <ul style="list-style-type: none"> • Paint boiler casings, electric storage heaters, heaters or UPVC window frames or doors. • Carry out any installations (including EV charge points) or undertake any internal or external alterations to the property without written consent (see section D3) • Interfere with any fire hoses, smoke alarms or any other fire safety equipment in any communal area. • Tamper with the gas or electricity supplies or with the meters. • Store any personal belongings to such an extent that we and or our contractors are unable to obtain access to the property which includes the roof space/loft. | <p>There is no equivalent clause in the existing tenancy agreement</p> | <p>This new clause has been included to clarify and emphasise that interfering all altering certain items is not permitted.</p> <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you. This could cause you to be at risk of eviction.</p> |

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| <ul style="list-style-type: none"> • Store any personal or other objects in communal areas, for example stairwells, communal gardens, balconies or other external communal areas. • Obstruct communal areas, passageways, entrances, or store any possessions in the property if they cause or are likely to cause an obstruction or hazard. • Light any fire or bonfire on any part of the property, including your garden, or any communal areas. | | |
| <p>C6. Fitted Obstructions</p> <p>6.1 If you have fitted anything that prevents us getting access to your home or any part of it to carry out any necessary work, it is your responsibility to remove it so we can carry out the work. For example, you may have to take up laminate flooring if we need to get under the floorboards, or you may have to remove boarding from your loft. You will be responsible for the replacement of such items/ fittings after we have carried out any work. This includes external areas such as decking or patio paving.</p> | <p>There is no equivalent clause in the existing tenancy agreement.</p> | <p>This new clause is to make it clear that fitted obstructions may need to be moved or removed, if we have to carry works or inspections.</p> <p>This proposed term may affect the way in which we complete works to your home, and what will be expected of you before works can start.</p> |
| <p>7. Looking after your garden</p> <p>7.1 The maintenance of gardens, trees and hedges are the responsibility of the tenant. You must keep your garden tidy, lawns must be cut, and hedges trimmed. We will only undertake works to the garden, trees and hedges in exceptional circumstances for example where there is a health and safety risk or a risk to damage to the property. In such circumstances you will be recharged for the cost of the works including VAT and an administration charge.</p> | <p>3.19 You must keep all parts of your garden and outside area neat and tidy. This includes but is not limited to: grass trees plants bushes hedges garage sheds greenhouses</p> | <p>There are increasing problems with neglected and improperly used gardens.</p> <p>The new clause strengthens the existing clause and makes it clear that gardens must not be used for storage or for rubbish, and that we may intervene to deal with improperly used gardens and re-charge for any works we do.</p> |

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| 7.2 You must keep your garden and surrounding areas free from items such as rubbish, furniture, domestic or commercial appliances, builders waste. If we ask you to remove items like this and you fail to do so, we may remove the items. You will be given a minimum of seven days' notice that we will be removing the items, and we will charge you for doing this, including VAT and an administration charge. | | The effect is that if you fail to comply with the new proposed terms, we may take legal action against you. |
| <p>8. Trees</p> <p>8.1 Trees must be maintained to prevent loss of light including shading to any PV or solar panels, damage to property or growing to a height which is unmanageable.</p> <p>8.2 Any works undertaken to trees should be carried out by a suitably qualified tradesperson or tree surgeon.</p> | There is no equivalent clause in the existing tenancy agreement. | <p>Trees being unmanaged and allowed to grow to an unreasonable size, especially in small gardens, is becoming an increasing problem. This new clause will enable us to try to deal with trees before they become a problem.</p> <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you.</p> |
| <p>9. Use of the Home</p> <p>9.1 You must live in this property as your main and principal home.</p> <p>9.2 During your tenancy you must not (either solely or jointly) own or rent any residential property which would be reasonable for you to live in as your main or principal home. You must tell us if you own a residential property or have another residential lease or tenancy.</p> | 3.1 You must live in this property as your main and principal home and nowhere else. | <p>9.1 is the same as the existing 3.1</p> <p>9.2 has been added because – as social housing is in such short supply – we feel it is unreasonable for someone to live in a council home if they have somewhere else they could live.</p> |

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| <p>If you inherit a property, this condition can only be broken once you have owned the property for more than 12 months.</p> | | <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you. This could cause you to be at risk of eviction.</p> |
| <p>10. Absence from Home</p> <p>10.1 You must tell us if you are going to be away from your property for more than four weeks, and give us a contact address in case of any emergency. You must also tell us when you anticipate returning to the property and the reason for your absence. If you do not inform us, we may treat you as no longer occupying the property as your only and principal home and take action to repossess the property.</p> | <p>3.2 You must tell us if you are going to be away from your property for more than 4 weeks and give your housing officer a contact address in the event of any emergency. Failure to do so, where the property remains unoccupied for more than 4 weeks, may result in the Council deciding that you no longer live in the property. If you are claiming housing benefit, you must ensure that you comply with housing benefit rules during the period you are away.</p> | <p>This clause has been reworded slightly but the impact of the amendments do not affect your rights under the tenancy.</p> <p>The reference to housing benefit has been removed, as claiming benefits is not a condition of tenancy.</p> |
| <p>11. Sub-letting and Lodgers</p> <p>11.1 You have the right to take in lodgers or sublet part of your home.</p> <p>11.2 A lodger is someone who lives with you but was not part of your household when you first moved in. They do not have exclusive rights to any one part of your home.</p> <p>11.3 Sub-letting means that someone lives with you and is not a member of your household and who pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You must not sub-let the whole of your home.</p> | <p>3.3 You may take in lodgers as long as you are a secure tenant and your property does not become overcrowded. You will need written permission if your lodgers are intending to stay for 6 weeks or more. You must give your housing officer the names of any lodgers and advise Housing Benefit of any changes to your circumstances.</p> <p>3.4 You must not separate part of your property for what is called a 'sub-tenancy'.</p> | <p>This clause has been extended</p> <ul style="list-style-type: none"> - To include reference to sub-letting part of the home - To clarify that written permission is required in all circumstances - To include reference to the law around the right to remain in the UK. |

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| <p>11.4 You must receive written permission from us before a lodger moves in or you sublet part of your home.</p> <p>11.5 It is your responsibility to have checked the individual/s have a right to remain in the country (which includes checking their right to rent), that the maximum number of people allowed for your property is not exceeded, and you have provided us in writing with, their names and the dates that they will be moving into your property, before we will grant you permission.</p> | | <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you. This could cause you to be at risk of eviction.</p> |
| <p>12. Running a business from home</p> <p>12.1 You must not run a business from your property without first obtaining our written permission. Permission will not be withheld unreasonably, but we will consider factors such as the amount of noise generated, any nuisance that may be caused to your neighbours or whether damage is likely to occur to the property.</p> | <p>3.5 You must not run a business from your property without first obtaining our written permission. We will consider factors such as the amount of noise generated, any nuisance that may be caused to your neighbours or whether damage will occur to the property.</p> | <p>This clause has been re-worded slightly but not changed.</p> <p>The proposed re-wording does not impact on your rights under the tenancy agreement.</p> |
| <p>13. Access to your Home</p> <p>13.1 You must allow our employees, agents, and contractors access to the whole property, including all areas of the garden, loft, or any outbuildings at reasonable times (subject to giving you reasonable notice) to:</p> <ul style="list-style-type: none"> • conduct a gas safety inspection, and any subsequent repairs. • conduct electrical periodic testing, and any subsequent repairs. • inspect the condition of your home. • carry out repairs or improvements. | <p>4.8 You must allow Council employees and their contractors to enter your property at all reasonable hours on request for the purposes of inspecting the property or carrying out any works. Unless otherwise agreed, we will give you at least 24 hours' notice.</p> <p>4.9 In an emergency, we may require immediate access to your property. If the property is unoccupied or access is denied, the Council may use reasonable force to gain entry. Upon completion of the works and/or inspections, your property will be properly</p> | <p>These clauses have been updated</p> <ul style="list-style-type: none"> - To clarify that access may be required to all parts of the home, including the loft etc. - To clarify that access may be required for other types of inspection, not just repairs based inspection. - To remove some duplication. |

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| <ul style="list-style-type: none"> • carry out preventative works. • carry out other works to the property, the installations and the common areas or an adjoining property. • Inspect the property as part of routine tenancy reviews or in the investigation or prevention of tenancy fraud. <p>We will normally give you at least 24 hours' notice but more immediate access may be required in an emergency. In the event of an emergency where we cannot reasonably be expected to gain access in any other way, we may force entry to the property. This could include where gas is escaping, water is overflowing, or we believe that someone's life or physical safety is threatened.</p> | <p>secured and repaired as necessary. An emergency in these circumstances is when either the property or a person's safety is at risk.</p> <p>8.1 You must allow Council employees and their authorised agents and contractors to enter the property at reasonable hours on request for the purposes of inspecting your property or carry out works. You must allow our employees and people we authorise into your home to:</p> <ul style="list-style-type: none"> carry out an inspection carry out gas safety check carry out electrical safety check carry out repairs or improvements that may be necessary carry out an investigation to locate a leak affecting another property inspect a neighbouring property discuss any issues relating to your tenancy <p>8.2 Unless otherwise agreed we will give you at least 24 hours' notice.</p> <p>8.3 In an emergency such as flood or a gas leak we may need to get into your home without notice. If we have to do this we will make sure that your home is secure when we leave</p> <p>8.4 We will repair any damage caused by us forcing our way into your home unless it was a result of your carelessness or neglect.</p> | <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you. This could cause you to be at risk of eviction.</p> |

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| <p>14. Access to meet Landlord's Legal Responsibilities</p> <p>14.1 Where the council has a specific legal responsibility to carry out certain works in your home such as the Gas Safety (Installation and Use) Regulations 1998, and you do not provide reasonable access, we may force entry to the property. If we have to do this, you will be charged for any costs associated with this action.</p> | <p>4.10 Failure to provide access to your property for repairs, inspections or routine servicing which includes safety checks we are required to carry out by law may result in forced entry, for which you will be charged.</p> | <p>This clause clarifies the circumstances when we may force entry into your home.</p> <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you.</p> |
| <p>15. Utilities</p> <p>15.1 It is your responsibility to arrange for the connection and supply of utilities such as gas (where applicable), oil (where applicable), electricity, water, telephone and broadband.</p> <p>It is a condition of this Tenancy Agreement that you maintain supplies of gas or oil (where applicable), electricity and water. This is so the council can fulfil our testing and repairing responsibilities.</p> | <p>There is no equivalent clause in the existing tenancy agreement.</p> | <p>These new clauses are</p> <ul style="list-style-type: none"> - To clarify that the tenant is responsible for utilities. - To clarify that if you live in a council home, we do need you to maintain supplies of the relevant utilities. This is for example to ensure there is some form of heating to prevent dampness in winter. <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you.</p> |
| <p>16. Vehicles and Parking</p> | <p>3.7 You must not drive across a kerb to access your property unless it has been dropped in accordance with the regulations of the Highway Authority.</p> | <p>The clauses around vehicles and parking have been updated</p> |

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| <p>16.1 You must not drive across a kerb to access your property unless it has been dropped in accordance with the regulations of the Highway Authority.</p> <p>16.2 You must not use the garden or any hardstanding to your property to store, load or unload scrap metal or strip down vehicles or repair any vehicle, other than minor routine maintenance to your own vehicle.</p> <p>16.3 You must not park or leave any motor vehicle, trailer, caravan or boat anywhere on your property except on a hard standing designed for vehicular use. Any motor vehicle must be roadworthy and have appropriate insurance and tax (SORN is not acceptable). They must not be in a derelict condition.</p> <p>16.4 You must not allow anyone to sleep in a caravan or other vehicle parked on your property.</p> <p>16.5 You must not park or leave any trailer, HGV, caravan or boat anywhere on Folkestone & Hythe District Council owned land or car parks.</p> <p>16.6 You must not park any motor vehicle on council-owned land unless it is a designated parking area, and the vehicle is roadworthy, insured and taxed (SORN not acceptable).</p> <p>16.7 If shared car parking is provided, you may park ONE vehicle per household. A parking space is not guaranteed, and there is no parking provision for visitors.</p> <p>16.8 You must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for emergency vehicles, or services such as refuse collection</p> | <p>3.8 You must not use the garden or drive to your property to store, load or unload scrap metal or strip down vehicles or repair any vehicle.</p> <p>3.9 You must not park or leave any motor vehicle, trailer, caravan or boat anywhere on your property except on a hard standing. Any motor vehicle must have appropriate Insurance and a valid tax disc or be registered SORN with the DVLA. They must not be in a derelict condition.</p> <p>3.10 You must not allow anyone to sleep in a caravan or other vehicle parked on your property.</p> <p>3.11 You must not park or leave any trailer, HGV, caravan or boat anywhere on Folkestone & Hythe District Council owned land or car parks.</p> <p>3.12 You must not park any motor vehicle on council owned land unless it is a car park, and the vehicle has a valid tax disc displayed.</p> <p>3.13 You must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for emergency vehicles.</p> <p>3.14 You must not keep or use bottled gas, paraffin, petrol or any other dangerous</p> | <ul style="list-style-type: none"> - To remove reference to 'tax discs'. - To make the use of SORN unacceptable in shared parking areas. - To clarify that minor routine maintenance to your own vehicle can be acceptable. - To clarify that in shared parking areas, there is only parking for one vehicle per household. - To extend the range of motorised vehicles to include e-bikes and mobility scooters. <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you.</p> |

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| <p>16.9 If you keep any form of motorised vehicle in your home, including battery powered vehicles such as mobility scooters, electric wheelchairs or electric bicycles it/they must not be stored or charged in any area that could block your means of escape in case of fire or other emergency.</p> <p>16.10 You must not keep motorised vehicles including mobility scooters, electric wheelchairs or battery assisted bicycles in any internal communal areas. If kept in external communal areas, they must be at least 6 meters away from any residential building.</p> | <p>material in your home or in internal communal areas or external areas. You may seek permission for the use of bottled Calor gas for cooking/heating purposes.</p> <p>3.15 You must not bring in or store mopeds or motorbikes inside your home or into internal communal areas.</p> | |
| <p>17. Condition of your home and communal areas</p> <p>17.1 You must keep all internal communal areas and external areas clean, tidy and free from rubbish or furniture at all times. You must not store bicycles, mobility scooters, electric wheelchairs, pushchairs or any other items as these can impede fire escapes. Items left in internal communal areas may be removed without notice.</p> <p>17.2 You must not leave, or wedge open communal doors, or your front door if you live in a flat, at any time.</p> <p>17.3 You must make sure that your refuse is put out ready for collection in accordance with the Council's waste collection and recycling service. If you live in a flat or maisonette, you may be expected to deposit rubbish in the communal bins provided. You must use these bins and not leave household waste in any other parts of the internal communal areas or external areas.</p> <p>17.4 You must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in internal</p> | <p>3.16 You must keep all internal communal areas and external areas clean, tidy and free from rubbish or furniture at all times. You must not store bicycles, mobility scooters or any items as these can impede fire escapes.</p> <p>3.17 You must make sure that your refuse is put out ready for collection in accordance with the Council's waste collection and recycling service. If you live in a flat or maisonette, you may be expected to deposit rubbish in the bins provided in the designated area. You must use these bins and not leave household waste in any other parts of the internal communal areas or external areas.</p> <p>3.18 Where household refuse is collected on a fortnightly basis you must ensure your household waste is properly bagged and disposed of to avoid smells and strewn rubbish.</p> | <p>These clauses have been updated</p> <ul style="list-style-type: none"> - To emphasise that electrical items left in communal areas may be removed without notice. - To clarify that fire doors including front doors in blocks of flats should not be left open. This is for fire safety reasons. <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you. This could cause you to be at risk of eviction.</p> |

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| communal areas or external areas. You may seek permission for the use of bottled Calor gas for cooking/heating purposes. | | |
| <p>18. Lofts</p> <p>18.1 If your home has a loft, this is not classed as liveable space. You may be permitted to use a loft for limited storage, but you must ask our permission first. This permission may be withdrawn at any time, for example if we need the loft space for the installation of or access to equipment. The Council will not accept liability for any injury or damage to people, animals or property in the loft howsoever caused.</p> | There is no equivalent clause in the existing Terms & Conditions. | This clause is to make it clear that if you have a loft in your home, it is not classed as liveable, and that you must seek permission before you use the loft for storage or anything else. |
| <p>19. Guns & other weapons</p> <p>19.1 If you keep guns (whether real, de-commissioned or replica) or any other weapons in your home, these must be kept out of sight and stored securely if requested. If you do not comply with this request, we may refuse to enter your home including to carry out any repairs, whilst we seek legal action requiring you to comply with our request.</p> | There is no equivalent clause in the existing Terms & Conditions. | <p>Some people keep guns and other weapons as display items. This can cause alarm or distress to officers or contractors visiting the home. This clause means that if we ask, any weapons must be removed from sight.</p> <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you. This could cause you to be at risk of eviction.</p> |
| <p>20. Hoarding, excessive clutter or excessive storage</p> <p>20.1 You must not keep or store possessions in your home to such an extent that:</p> | There is no equivalent clause in the existing Terms & Conditions. | Excessive storage, clutter and hoarding is becoming an increasing problem. Whilst we do not normally get involved in what people choose to keep in their own |

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| <ul style="list-style-type: none"> It creates a hazard or a potential hazard (including fire, structural, health and safety, smell, or vermin) for you, those living in the property or other neighbours or to staff who may need to access the property from time to time. Your day-to-day functioning is impeded – for example, if you are unable to use the kitchen or bathroom and cannot access all rooms. The impact of the hoarding is negatively affecting neighbours. Access to allow for surveys, inspections, repairs, refurbishment works is impeded. | | <p>homes, this clause will allow us to intervene where we think it is necessary.</p> <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you. This could cause you to be at risk of eviction.</p> |
| <p>21. Community Responsibilities</p> <p>21.1 You are responsible for your behaviour and for the behaviour of every person (including children) living in or visiting your home. You are responsible in your home and garden, surrounding land, in shared gardens, parking areas, in communal areas (stairs, lifts, landings, entrance halls, pathways) and in the locality around your home.</p> <p>21.2 You, anyone living with you, or visiting your home must not cause a nuisance, annoyance, or disturbance to any other person in your home or garden, on surrounding land, in shared areas or in the locality around your home including your neighbours. Examples of nuisance, annoyance or disturbance can include (although this list is not exhaustive):</p> <ul style="list-style-type: none"> Arguing, shouting or swearing. Dogs fouling. Public display of drunkenness. Dumping rubbish or fly tipping. | <p>6. Anti-social behaviour</p> <p>6.1 You must make sure that you do not</p> <p>(a) behave or act in a way which is likely to cause, or is capable of causing a nuisance or annoyance or disturbance to people living, visiting or working in the locality of your property, including council employees and contractors.</p> <p>(b) harass, abuse or threaten people living, visiting or working in the locality of your property, including council employees and contractors.</p> <p>(c) damage, misuse or dump rubbish in internal communal areas or external areas. Harassment includes but is not limited to:</p> <p>Violence or threats of violence towards any person including all Council</p> | <p>This Section has been updated</p> <ul style="list-style-type: none"> To clarify that it includes any visitors or children. To clarify that it extends to areas around the home, not just the home itself. To include reference to fire safety, and refuse. To include reference to social media. 6.4 has been removed as it was considered too wide. <p>The effect is that if you fail to comply with the new proposed</p> |

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| <ul style="list-style-type: none"> • Carrying out illegal or immoral activity, prostitution or storage of stolen goods. • Damaging, defacing or putting graffiti on Council property. • Jamming doors open in communal blocks or interfering with security or safety equipment. • Leaving refuse outside your property on any other day than the day of collection. <p>21.3 You must not harass or threaten to harass persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood. This includes but is not limited to harassing people based on their age, disability, race, religion or belief, sex or sexual orientation.</p> <p>21.4 Examples of harassment include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Behaviour causing alarm or distress to others. • Language causing alarm or distress. • Using or threatening to use violence. • Using insulting or abusive words or behaviour. • Damaging or threatening to damage another person's home or possession. • Writing threatening abusive or insulting letters of graffiti. • Using social media to cause alarm or distress to others. <p>21.5 You must not make false or malicious complaints about the behaviour of another person in the locality of your property.</p> <p>21.6 You or anyone living with you, including children and your visitors must not use the property or the neighbourhood to make, supply or store any illicit drug (unless there is a lawful prescribed</p> | <p>employees, agents or contractors of the Council</p> <ul style="list-style-type: none"> abusive or insulting words or behaviour damage or threats of damage to another person's property writing threatening, abusive or insulting graffiti any interference with the peace or comfort of any other person harassment because of a person's age, sex, sexual orientation, gender, gender reassignment, religion and belief, race, colour, nationality (including citizenship), national origins, ethnic groupings, physical disability, learning disability or because they are living with a serious illness. <p>6.2 You must not make false or malicious complaints about the behaviour of another person in the locality of your property.</p> <p>6.3 You must not use your property or locality for any criminal or illegal or immoral purposes which includes but is not limited to selling, possessing, storing drugs or stolen goods, or prostitution.</p> <p>6.4 You must not commit an arrestable offence in your property or locality.</p> <p>6.5 You must not inflict violence or threaten violence against any other person,</p> | <p>terms, we may take legal action against you. This could cause you to be at risk of eviction.</p> |

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| medical use for the drug by the named person) or to cultivate, manufacture, supply or sell any illicit drug | either living with you or in another property. You must not harass or use physical, mental, emotional or sexual abuse against anyone residing in, visiting or otherwise engaged in a lawful activity within the locality. | |
| <p>22. Abuse towards staff and others.</p> <p>22.1 You must not abuse, assault, threaten, harass, or obstruct our employees, contractors or agents in person, by telephone, in writing or in any other way while they are carrying out their job, whether at the property or elsewhere such as at our offices. You must ensure any dog is controlled and does not injure or intimidate any employee, contractor or agent.</p> | <p>6.1 You must make sure that you do not</p> <p>(a) behave or act in a way which is likely to cause, or is capable of causing a nuisance or annoyance or disturbance to people living, visiting or working in the locality of your property, including council employees and contractors.</p> <p>(b) harass, abuse or threaten people living, visiting or working in the locality of your property, including council employees and contractors.</p> | <p>This clause has been given its own section, for emphasis.</p> <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you.</p> |
| <p>23. Violence and abuse in the home</p> <p>23.1 You must not assault, threaten or harass any person living with you or sexually, financially or emotionally abuse them such that the person can no longer live peacefully in the property.</p> | <p>6.5 You must not inflict violence or threaten violence against any other person, either living with you or in another property. You must not harass or use physical, mental, emotional or sexual abuse against anyone residing in, visiting or otherwise engaged in a lawful activity within the locality.</p> | <p>This section on domestic abuse has been given its own section, for emphasis.</p> <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you.</p> |
| <p>24. Noise</p> <p>24.1 You must not cause, or allow, any excessive noise which might cause a nuisance to neighbours and others in the area. This</p> | <p>There is no equivalent clause in the existing Terms & Conditions.</p> | <p>These sections have been included to emphasise that <u>unreasonable</u> noise is not acceptable.</p> |

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| <p>can be noisy parties, shouting, fighting, screaming, dog barking or other behaviour capable of making excessive noise.</p> <p>25. Loud Music or TV</p> <p>25.1 You must not play or permit to be played by any other person residing in or visiting the property, any radio, television, record, stereo, tape recording, DVD, CD, mini disc or musical instrument or to operate any other equipment in the property in such a manner as to cause or be likely to cause a nuisance, disturbance or annoyance to any other person in the locality.</p> | <p>Section 6 in the existing terms and conditions deal with anti-social behaviour, but it does not specifically mention noise.</p> | <p>The effect is that if you fail to comply with the new proposed terms, we may take legal action against you.</p> |
| <p>26. Floor Coverings.</p> <p>26.1 Should your property be situated above another flat we will require you to install and maintain all floors in the property with an appropriate floor covering such as carpet and underlay in sitting rooms, bedrooms, hallways and on stairs; and linoleum in kitchens, bathrooms and WCs, unless we provide you with written consent to do otherwise.</p> <p>In most situations, where you are living in an upstairs flat, we do not consider wooden, laminate or any other type of dense hard flooring to be an appropriate floor covering and may require you to change this to alternative flooring where we receive complaints about noise.</p> | <p>There is no equivalent clause in the existing Terms & Conditions.</p> | <p>This new clause has been included to help us manage complaints about noise in flats, where the upstairs flat has hard flooring which is causing the problem or making the problem worse.</p> <p>If you already live in an upstairs flat with hard flooring, we will not require you to make any changes unless serious and ongoing noise problems associated with the hard floor are being report to us.</p> |
| <p>27. Pets & Other Animals</p> <p>27.1 Keeping domestic pets such as cats, dogs and small reptiles are permitted at the discretion of the Council, subject to</p> | <p>7. Pets</p> <p>7.1 You must not allow your pet or pets to cause a nuisance in the locality of your property. This includes animals that any visitors bring to your property and locality. In</p> | <p>This section has been changed</p> <ul style="list-style-type: none"> - To set out that if any pet causes nuisance, we can withdraw permission for the pet to be kept. |

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| <p>the terms set out in this section below. This permission may be withdrawn if any of the terms are breached or not met.</p> <p>27.2 You must not allow your pet or pets to cause a nuisance in the locality of your property. This includes barking for extended periods of time, or at unsocial hours. This also includes animals that any visitors bring to your property.</p> <p>27.3 Dogs must be kept on a lead at all times whilst within the internal or external communal areas. They must never be allowed outside of your property unsupervised.</p> <p>27.4 Exercising your dog or allowing it to foul in the internal or external communal areas is prohibited. You must take your dog away from any communal areas to exercise it.</p> <p>27.5 If you have a garden and allow your animal to foul within the garden area, you must make sure you clear up any mess (and dispose of it in appropriate waste facilities) immediately afterwards to prevent any health hazards including smells and to stop the garden becoming unsightly.</p> <p>27.6 You must ensure that no pet kept at your property prevents an employee, contractor or agent of the Council gaining access to the property or prevents them fulfilling their normal duties. Therefore you will be expected to keep them under control and/or kept secure if requested to do so by an employee, contractor or agent of the Council whilst in your home.</p> <p>27.7 Permission for any pet must be sought if this Agreement relates to an Independent Living property. Permission will be granted or denied in accordance with the Council's Pets Policy in force at the time of the request. Where permission is granted, if</p> | <p>some flats, maisonettes and sheltered schemes there are restrictions to the type of animal that is permitted. You must get permission to keep unusual pets such as snakes.</p> <p>7.2 You must not keep any pet, which causes or is likely to cause a nuisance or annoyance or disturbance to neighbours or others living in the locality.</p> <p>7.3 You must make sure you do not allow your animal to foul in the internal communal areas or external area. If you have a garden and allow your animal to foul within the garden area you must make sure you clear up any mess immediately afterwards to prevent any health hazards including smells and to stop the garden becoming unsightly.</p> <p>7.4 You must ensure that no pet kept at your property prevents an employee, contractor or agent of the Council gaining access to the property.</p> <p>7.5 If you live in sheltered accommodation you must appoint someone to look after your pet in the event you are unable to look after it yourself.</p> | <ul style="list-style-type: none"> - Specific mention of barking for long periods of time. - To clarify that dogs must not be allowed to roam unsupervised. - To clarify that pets must not be permitted to prevent an officer or contractor from carrying out their duties. - To extend the prohibition of dogs covered by the Dangerous Dogs Act to include dogs limited by the Act (such as XL Bully), not just dogs banned by the Act. - To set out that permission is required to keep a pet in an Independent Living Scheme (this will not apply retrospectively to tenant who had pets before these new Terms & Conditions were introduced). - To clarify that other types of animals are prohibited. <p>The effect of this new clause may impact on what pets you are</p> |

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| <p>you live in an Independent Living property you must appoint someone to look after your pet in the event you are unable to look after it yourself.</p> <p>27.8 You must obtain our permission if you wish to breed animals at the property.</p> <p>27.9 Dogs banned or restricted under the Dangerous Dogs Act 1991 are expressly prohibited, and permission will not be granted by us for them to be kept in any of our homes.</p> <p>27.10 All other types of animals such as chickens, goats, horses are prohibited, unless explicit permission has been granted by the Council.</p> | | <p>entitled to keep in your home. This may result in legal action being taken where you fail to comply with the new terms.</p> |
| <p>28. Ending Your Tenancy and Moving Out</p> <p>28.1 You must give the Council four weeks' notice in writing, starting from a Monday, if you intend terminating your tenancy.</p> <p>28.2 All the keys to your property must be returned to the Council by 12 noon on the Monday when your tenancy has ended. If you fail to do this, you will be charged rent for a further week (or you may be charged use and occupation if you fail to provide the keys and legal action is necessary by the Council).</p> <p>28.3 You must leave the property and garden in a clean and tidy condition, clear of all your belongings and furniture and clear of rubbish. If you do not, any items left shall be disposed of as soon as your notice period has expired. We will do this work and charge you for it. This will include the cost of the works in addition to an administration charge and VAT where applicable.</p> | <p>9. Ending your tenancy</p> <p>9.1 You must give the Council four weeks' notice in writing, starting from a Monday, if you intend terminating your tenancy.</p> <p>9.2 You, or your representative, must return all keys to your property to the Council by 12 noon on the Monday when your tenancy has ended.</p> <p>9.3 You must leave the property and garden in a clean and tidy condition, clear of all your belongings and furniture and clear of rubbish.</p> <p>9.4 You must make good any damage however caused prior to terminating your tenancy. Any alterations that have been</p> | <p>This section has been amended</p> <ul style="list-style-type: none"> - To clarify that if keys are not returned on time, extra charges will be incurred. - To clarify that if any items are left behind when a tenancy ends, we will dispose of them and there will be a charge for this. - To clarify that if we have to repair any damage or remove any unauthorised alterations after the tenancy has ended, there will be a charge for this. |

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| <p>28.4 You must make good any damage however caused prior to terminating your tenancy. Any alterations that have been carried out by you may need to be removed. We will advise you at the point of termination, or as soon as we become aware of them, if this is necessary. If the Council has to carry out any repairs that are your responsibility, or has to carry out repairs due to damage, neglect or misuse by you or your visitors, or has to carry out works to remove alterations, you will be re-charged for the full cost of the works including an administration charge and VAT, where applicable</p> <p>28.5 You must leave the fixtures and fittings in the same state as they were when your tenancy began (or better) except for reasonable wear and tear.</p> | <p>carried out by you may need to be removed. We will advise you at the point of termination if this is necessary.</p> <p>9.5 You must leave the fixtures and fittings in the same state as they were when your tenancy began except for reasonable wear and tear.</p> | <p>The impact of the new clauses are that you may have to pay additional charges where you do not comply with the terms.</p> |
| <p>D. TENANT'S RIGHTS</p> <p>1. Right to Assign</p> <p>1.1 You can assign your tenancy only under the following circumstances:</p> <ul style="list-style-type: none"> • You are ordered to by the court. • You are passing the tenancy to someone who would be entitled to succeed to the tenancy if you died. • You are carrying out a mutual exchange. <p>1.2 You must seek our permission if you wish to assign your tenancy. For an assignment to take effect you must complete the relevant paperwork. If you hand it over to someone else without permission, we can apply to a court to make you, and anyone living with you, leave the property.</p> | <p>There is no equivalent clause in the existing Terms & Conditions.</p> | <p>These are legal rights, whether they are written into the Terms & Conditions or not. They are not in the current terms and conditions, but we think it best to include them, for reasons of transparency.</p> |

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| 1.3 We can refuse permission to assign your tenancy but would not do so unreasonably. | | |
| D2. Right to repair 2.1 In some cases you have a legal right to repair under the Housing Act 1985 section 96. You may be able to get compensation if certain repairs are not done on time. More details are available on the Council website, or on request. | There is no equivalent clause in the existing Terms & Conditions. | These are legal rights, whether they are written into the Terms & Conditions or not. They are not in the current terms and conditions, but we think it best to include them, for reasons of transparency. |
| D3. Right to carry out improvements to your home 3.1 You have a right to make certain improvements to your home but only with our advance written permission. To seek written permission you must complete a Tenant Alteration form which is available upon request. Examples of changes that need our permission are: <ul style="list-style-type: none"> • Floor surfaces other than carpet. • Fitting a new kitchen or bathroom. • Installation of additional power sockets. • Fitting a shower or gas fire. • Putting up a satellite receiver dish or aerial. • Putting up a shed, lean-to, extension, porch, fence, conservatory, greenhouse, patio, decking, aviary, pigeon loft, fishpond, pool or similar structure in your garden. • Building a parking space, garage, hard standing or driveway. • External installation of CCTV. 3.2 You may also need other permission for example planning or building regulation consents, and you must not make any alteration to the property which is in breach of any planning or building control regulation. | 3.6 You must not alter or improve your property in any way unless you have written permission from us. This includes but is not limited to the following: <ul style="list-style-type: none"> putting up an extension adding to or changing or replacing the fixtures and fittings provided by the Council altering or tampering with essential gas, electricity or water services putting up an aerial or satellite dish building or putting up any structures such as sheds, garages, pigeon lofts, car ports, hardstanding or driveway making major alterations to the property removing any tree or hedge from the garden or external area. The Council will not unreasonably withhold permission for you to undertake such changes or alterations. | This section has been amended <ul style="list-style-type: none"> - To emphasise that tenant have the right to make certain improvements (with permission). - To emphasise that other permissions such as Planning Permission may also be required. - To set out our obligations if you ask for permission. - To clarify the consequences if you make any alteration without permission. - To clarify your legal rights around compensation for improvements if you move out |

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| <p>3.3 We must give you a decision within 20 days of receipt of your completed Tenant Alteration form. We will respond in writing, and our letter will explain the conditions that apply to the type of work you are planning to carry out. We will not refuse permission unless there is a good reason</p> <p>3.4 If you do carry out improvements or changes to your property or add any fixtures or fittings without our permission or are in breach of any planning or building control regulation, we may require you to put back the property to its original condition, at your own expense. You agree that you will pay the cost if we have to carry out work to rectify any damage that may have been caused to the property or the building in which it stands, or adjacent buildings or land.</p> <p>D4. Right to compensation for improvements</p> <p>4.1 When your tenancy comes to an end you may be entitled to compensation for improvements you have carried out to your property. This only refers to certain types of improvements. Please note if you are an introductory tenant, you cannot claim compensation for any improvements you have carried out.</p> | | <p>after having made authorised improvements to your home.</p> <p>The effect of this change is that you may be required to obtain our permission for works. Where you fail to do so, or fail to comply with the terms, this may cause us to take legal action.</p> |
| <p>E Non-Exhaustive list of repairs that are the tenants' responsibility.</p> <p>1 You are responsible for the following repairs to your home:</p> <ul style="list-style-type: none"> • Decoration in your home. • Boundary fences between you and your neighbours. • Ventilating the property to avoid excessive condensation. | <p>There is no equivalent clause in the existing Terms & Conditions.</p> | <p>Examples of repairs other works that are the tenant's responsibility are already set out on the website and in other information. We are including them within the new terms and conditions for the sake of clarity and transparency.</p> |

| <i>Proposed Clause in New Terms & Conditions</i> | <i>Equivalent Clause in Existing Terms & Conditions</i> | <i>Reason for the change, and effect</i> |
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| <ul style="list-style-type: none"> • Replacing glass (where damage has been caused by the tenant, another member of the household or visitor – if the damage is claimed to be criminal, a crime number must be provided). • Replacement locks after keys have been lost, stolen or damaged. • Door locks and door furniture inside your home. • All internal doors • Toilet seats. • Sink and bath plugs. • Gas cookers, connections and other appliances you have fitted. • Electric cookers, connections and other appliances you have fitted, including the pipework to your washing machine, dishwasher and tumble dryer. • Gas leaks on your own appliances. • Electrical trips or requiring fuses. • Fuses to appliances or replacing lamps or bulbs. • Smoke detector batteries. • Replacing lost, or damaged wheelie bins. • Keeping the property free from vermin, including ant and wasp nests, fleas, bugs, mice and rats. • Television, telephone and IT connections and aerials (unless you live in accommodation that provides these connections as part of a Council communal system). • Unblock wastes to sinks, wash basins, baths, showers and toilets. • Keeping grates, grids, drains and gullies clean and clear. | | <p>Please note the list is examples and is non-exhaustive.</p> |
| <p>F. ENFORCING THE CONDITIONS OF THIS TENANCY</p> <p>1. Action that may be taken</p> | <p>Enforcing the tenancy conditions We have these tenancy conditions for the well-being and safety of all our tenants.</p> | <p>This section is the same and has just been reworded to include reference to the council website.</p> |

| <i>Proposed Clause in New Terms & Conditions</i> | <i>Equivalent Clause in Existing Terms & Conditions</i> | <i>Reason for the change, and effect</i> |
|--|---|---|
| <p>1.1 We have these tenancy conditions for the well-being and safety of all our tenants, and for the protection of our stock. The Council will decide if and when it will enforce any breaches of the tenancy conditions.</p> <p>1.2 The Council may take action against you if you breach any of these tenancy conditions and this may result in the Council taking action to bring your tenancy to an end or taking alternative appropriate action.</p> <p>1.3 If we think you are in breach of any of your responsibilities under these tenancy conditions:</p> <ul style="list-style-type: none"> • We will investigate the circumstances and try to reach an agreement with you. • We may serve a notice on you requiring you to comply. If you do not comply, we may take legal action to end your tenancy or enforce the terms and conditions. • If you do not put right any repairs which are your duty, we may arrange for the repairs to be carried out and re-charge you for the cost of the work including an administration fee and VAT where applicable. <p>1.4 If you think the council is in breach of any of our responsibilities under these tenancy conditions, you can:</p> <ul style="list-style-type: none"> • First, let us know. You can do this informally or formally via our Complaints Procedure. • If the complaint is about a repair not being done within the agreed time limits, you may be able to use the Right to Repair. See our website for more details. | <p>The Council will decide if and when it will enforce any breaches of the tenancy conditions.</p> <p>The Council may take action against you if you breach any of these tenancy conditions and this may result in the Council terminating the tenancy or taking alternative appropriate action.</p> <p>What you can do if the Council does not keep to the agreement</p> <p>(a) First, complain to your housing officer.</p> <p>(b) If the complaint is about a repair not being done within the agreed time limits, you can use your right to repair – see Tenant Information Pack.</p> <p>(c) If these actions do not put the situation right, you can complain in writing or by email to Folkestone & Hythe District Council. They will arrange for your complaint to be investigated and will write to tell you the result within 28 days.</p> <p>(d) You can talk to your local Citizens Advice Bureau, Shelter, other advice centre or a solicitor for information about your rights.</p> <p>(e) If you wish to serve a notice on the Council to do with legal proceedings, or other notices, it should be served on the Council: Folkestone & Hythe District Council The Civic Centre Castle Hill Avenue Folkestone Kent CT20 2QY</p> | |

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|--|--|---|
| <ul style="list-style-type: none"> You can talk to your local Citizens Advice, Shelter, other advice centre or a solicitor for information about your rights. | <p>What the Council can do if you do not keep to this agreement</p> <p>(a) We will investigate the circumstances and try to reach an agreement with you.</p> <p>(b) If you still do not keep to the Agreement, we may serve a notice on you requiring you to comply. If you do not comply, we will take legal action to end your tenancy or enforce the terms and conditions.</p> <p>(c) If you do not put right any repairs which are your duty, we may arrange for the repairs to be carried out and re-charge you for the cost of the work.</p> | |