

Tenancy Agreement Consultation - Summary of Comments Received and Our Response

proposed new clause that the comment(s) relate to	summary of comments received	F&HDC response to the consultation	Has the consultation resulted in any change to the proposed new Terms & Conditions of Tenancy?
general	several general responses in favour of the proposals , but there was concern that it would affect peoples current secure(lifetime) tenancy, and the rent they pay.	These proposals do not affect the type of tenancy you have. If you currently have a Secure (Lifetime) tenancy, this will carry on. If you currently have a Flexible Tenancy this will continue. Rents will not be affected by the new terms & conditions, but they will enable us to improve the way service charges are applied and this may lead to an increase in the total weekly charge for some people.	No
general	there was some concern that the changes would affect succession rights	The changes do not affect succession rights in any way.	No
general	a number of comments were received, that there should be a separate tenancy agreement for residents of Independent Living Schemes	We have considered this but we do not think this is a good idea. The council has around 3.5 thousand tenancies all on the same Tenancy Agreement and this works well. It makes it clear that the same rights and responsibilities apply to everyone. Depending on where you live, or what kind of property you live in, there will be some clauses that are not relevant to you, and these can just be ignored.	No
16	Concern that current rules around parking are not enforced.	As landlord we cannot routinely check communal car parks but this strengthened new clause will give us more power to take action where people persistently mis-use car parking areas, or council property.	No
17	comment that smoking in communal areas should be mentioned.	We agree and have added a clause that smoking in internal communal areas is never permitted (it is in fact illegal).	Yes
17.1	comment received that this clause should include not leaving rubbish sacks outside your front door.	we totally agree with the sentiment, but we are satisfied that the existing wording covers this	No
17.2	concern that holding a communal door open even for a short time will be a breach of the tenancy	This clause is to ensure that fire doors are not routinely left open for long periods, because this can be a hazard in case of fire. We would only consider enforcing this clause if doors were being routinely mis-used.	No
17.3	comment received that the agreement should be more detailed about the proper use of communal bin areas.	We agree with the sentiment. This section has been amended to reflect this	Yes
18	Concern around restrictions on the use of lofts for storage. Comment that tenants in IL schemes are not permitted to use loft spaces anyway.	Lofts are not designed to take much weight and can also be dangerous places to enter and exit. In many homes we are installing solar panels on the roof which means some technical equipment is fitted in the loft space. For these reasons we have to restrict the use of lofts. In response to the consultation, this section has been amended to clarify that limited use of a loft may be permitted in houses, but not in flats.	Yes
21.6	comment that this clause should soecifically incude the smoking of canabis as self-medication.	we are satisfied that the existing wording covers this situation.	No
26.1	concern that residents in flats who have already installed laminate flooring may be required to remove it.	This clause is not designed to act as a blanket ban on laminate flooring in flats. It will however give us the ability to take action if laminate flooring is contributing to noise nuisance or anti-social behaviour problems.	No
27	Comment that pets, if friendly, should be permitted to be off lead in external communal areas for exercising.	We are introducing this clause because unfortunately some pet owners do not supervise their pets properly which can cause alarm to other residents, and does lead to dog fouling. We would only intervene if a dog was causing problems.	No
27	suggestion that flea treatment of pets should be a tenancy condition	We agree that pet owners should be responsible and that this does include flea treatment when necessary. We would not be have the resources to check for this, or to enforce it.	No
RTB	Concern that the Right to Buy is not mentioned	The Right to Buy is a legal right for eligible tenants, and so does not need to have a clause in the Tenancy Agreement.	No
3.3.1	external installation of CCTV - should make clear only applies to houses	There are some circumstances (a ground floor flat with a private garden for example) where a resident of a flat may be able to request permission to install external CCTV, so this clause can remain.	No
Section E - Tenant Responsibility Repairs	Tenants should not be responsible for faulty windows or doors	This section refers to repairs caused by tenant damage or mis-use. If a window or external door is faulty under normal wear and tear, F&HDC will be responsible under our normal repairing obligations	No
Section E - Tenant Responsibility Repairs	Tenants in flats do not have individual wheely bins so how can they replace them?	Not everything in the list of Tenant Responsibility Repairs will apply to every tenant. So if it is not relevant to you, you can ignore it.	No

Section E - Tenant Responsibility Repairs	comment received that tenants of Independent Living Schemes should not be responsible for various items such as fencing, tenant responsibility damage and other items.	It would not be fair on all other tenants if we provided this extra service for IL tenants only. IL tenants cover a wide range of people from people who work full time to people who are very elderly and frail. Advice and assistance will always be offered to people who have difficulty in looking after their homes.	No
10 absence from home	comment received that there should be a clause to deal with situations where a tenant is absent long-term because they are in residential care.	There are already procedures in place to deal with this situation and action will be taken based on all the individual circumstances. It would not be practical to have a special clause that deals with this specific situation.	No
sub-letting and lodgers	comment received that the Independent Living Tenancy Agreement should prohibit tenants from taking in lodgers.	Secure tenants have a legal right to take in a lodger so we cannot prohibit this in the Tenancy Agreement.	No