

## Summary of Changes to Conditions of Tenancy 2013 and Tenant's Questionnaire - **Secure Tenancies**

We are proposing changes to the conditions of tenancy for all secure "lifetime" tenants.

We have set out below a summary of what we are proposing to change, why the change is proposed and the difference that it will make.

We have asked you to say whether you agree or disagree with the proposed changes by ticking the appropriate box. There is also space if you have any comments.

Please take the time to let us know your views by completing the questionnaire and returning it to us in the enclosed prepaid envelope. If you would prefer to complete the form on line you can do so by going to [www.surveymonkey.com/s/tenancy-conditions](http://www.surveymonkey.com/s/tenancy-conditions)

<b>Content Clause numbers</b>	<b>Summary of Main Changes and Questionnaire</b>
Introduction	<p><b>What?</b> We have added under your responsibilities that this includes the way you behave towards Council employees, the Council's agents or people acting on the Council's instruction</p> <p><b>Why?</b> We provide our services through others who are not our staff</p> <p><b>Difference?</b> We're giving a clear message that respect needs to be shown to everyone who contacts you.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
About your tenancy agreement	<p><b>What?</b> We have made a feature of providing this information under a new heading.</p> <p><b>Why?</b> We want to highlight the importance of you understanding the terms and conditions.</p> <p><b>Difference?</b> We have added advice so that your housing officer can help explain the terms</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
Tenants rights	<p><b>What?</b> This is a new section which advises you of your statutory rights.</p> <p><b>Why?</b> To help you know your rights as a secure tenant.</p> <p><b>Difference?</b> By being more aware of your rights it will help you fully enjoy the benefits of being a secure tenant</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>

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<p>Contents</p>	<p><b>What?</b> We have revised the numbering of clauses and added new clauses relating to:</p> <ul style="list-style-type: none"> <li>- Use of balconies</li> <li>- Retirement housing</li> <li>- Data Protection</li> <li>- Contract rights for third parties</li> </ul> <p>And we have added a schedule 3 relating to the code of guidance for the use of balconies</p> <p><b>Why?</b> To help us respond to the different ways in which our housing is used and to help us tackle housing related issues</p> <p><b>Difference?</b> We are saying that the new clauses are important additions to the agreement.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Definitions</p>	<p><b>What?</b> We have made some minor changes including updating the reference to District housing office, as the service is now centrally based, and adding the new address for Bernard Weatherill House, our new office.</p> <p>We have removed the definition of a demoted tenancy.</p> <p><b>Why?</b> To make sure the content is up to date.</p> <p><b>Difference?</b> The definitions will only contain relevant information.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Important Notice</p>	<p><b>What?</b> This information is now shown at the beginning of the document.</p> <p><b>Why?</b> To draw your attention to its importance</p> <p><b>Difference?</b> The message is clear at the beginning of the document and repeated in the information about your agreement.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Complaints</p>	<p><b>What?</b> We have included the link to the council's website.</p> <p><b>Why?</b> To enable you to find out more information about the council's complaints procedure.</p> <p><b>Difference?</b></p> <p>To help your understanding of how seriously we take your complaints.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>

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<p>Clause 1 Rent Payment</p>	<p><b>What?</b> We have added a paragraph about paying your rent by direct debit and one concerning telling us about changes in circumstances, if you receive government benefits to help you pay your rent.</p> <p><b>Why?</b> Paying by direct debit is an easy way of ensuring that your rent payments are made regularly on time. We want you to be aware that it is your responsibility for telling the authority about changes in your circumstances.</p> <p><b>Difference?</b> We are encouraging more tenants who have bank accounts to pay by direct debit. When new tenants sign their tenancy agreements we will ask them to set up direct debit payments. Your responsibility for telling the authority about changes is clearer.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 3 Ending the Tenancy</p>	<p><b>What?</b> We have added advice that if one joint tenant ends the tenancy then this has the effect of ending the tenancy for all joint tenants. We have updated the named officer for the service of notices on the council.</p> <p><b>Why?</b> To help joint tenants understand the consequence if one of them ends the tenancy.</p> <p><b>Difference?</b> To give you a better understanding of your tenancy agreement.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 4 Leaving the Property</p>	<p><b>What?</b> We have updated the address and added a requirement that any cookers or appliances provided by us must be left in the property.</p> <p><b>Why?</b> Our address will be changing. We provide appliances in some properties.</p> <p><b>Difference?</b> We are giving a clear message that appliances are to be left for the benefit of the new tenants.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 8 Obtaining a tenancy by deception</p>	<p><b>What?</b> We have added "or having been convicted of fraud" to the heading and stated that possession action will be taken against any tenant found guilty of housing benefit or other financial fraud against the council.</p>

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	<p><b>Why?</b> We want to ensure that our homes are only let to people who have been honest in their dealings with us and they have not gained their home through behaving fraudulently.</p> <p><b>Difference?</b> We are giving a clear message about the risk of losing your home if you are convicted of fraud.</p> <p><b>What do you think?                      Comments</b></p> <p>Agree     <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 12 Our responsibilities for repairs and maintenance</p>	<p><b>What?</b> We have changed the wording relating to reglazing and we have added that it is our responsibility for maintaining carbon monoxide detectors where we have provided them.</p> <p><b>Why?</b> To make it clear that we will board up broken external glazing to make it safe and that we need to know if carbon monoxide detectors are faulty.</p> <p><b>Difference?</b> To help you understand our repairing responsibilities and to stay safe in your home.</p> <p><b>What do you think?                      Comments</b></p> <p>Agree     <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 14 Access</p>	<p><b>What?</b> We have added the right to enter your home to inspect for pests and apply the necessary treatments if we have given you a written warning of our intention to seek a warrant to enter premises in accordance with the Public Health legislation.</p> <p><b>Why?</b> To help us effectively deal with pest infestations in our homes, especially where the infestations are likely to spread to your neighbour's home and cause a health risk.</p> <p><b>Difference?</b> We are giving a clear warning that we will have the right to enter your home to treat pest infestations.</p> <p><b>What do you think?                      Comments</b></p> <p>Agree     <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 15 Your Responsibilities for Repairs and Decoration</p>	<p><b>What?</b> We have made some minor changes to your responsibilities, including: your responsibility for cupboards, clearing blocked internal waste pipes and traps, replacing strip lighting and light bulbs in sealed bathroom units, replacing internal door frames, skirting boards and architraves, and any cracked or broken glass to the interior and exterior of the property unless you can provide a crime reference number from the police.</p> <p>We have added a requirement not to obstruct flues to gas appliances.</p>

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	<p>We have clarified that we are not responsible for the maintenance of battery powered smoke detectors that have been gifted to you.</p> <p>In the note to this clause we have changed the way we list the items which tenants, who are disabled or living in retirement (sheltered) housing, do not have to repair.</p> <p><b>Why?</b> We want to clarify your repairing responsibilities for example that you are only responsible for kitchen cupboards and all tenants are responsible for clearing blocked internal waste pipes and traps.</p> <p><b>Difference?</b> The changes will make it easier for you to know your responsibilities and for reporting repairs; for example knowing that we will reglaze windows if you can provide us with a police crime reference number.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 21 Blockages</p>	<p><b>What?</b> We have added nappies and wipes to the items that should not be placed in toilets etc.</p> <p><b>Why?</b> We have found that these items cause blockages to toilets and drains.</p> <p><b>Difference?</b> It should help you understand your responsibilities and avoid the inconvenience of experiencing blockages to drains.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 23 Trees</p>	<p><b>What?</b> We have stated that fast growing conifers include Leylandi, and we have placed a restriction on the growing of Japanese knotweed .</p> <p><b>Why?</b> These particular trees and plants can cause serious structural damage to foundations and paths.</p> <p><b>Difference?</b> We are clarifying which trees and plants are restricted.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 25 Anti-Social Behaviour</p>	<p><b>What?</b> We have added the "do nots" listed in the code of guidance on balconies (new schedule 3) as examples of anti social behaviour.</p> <p><b>Why?</b> To help improve tenants' enjoyment of their balconies and to reduce anti social behaviour.</p> <p><b>Difference?</b> Tenants' responsibilities concerning the use of balconies are clearer.</p>

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	<p><b>What do you think?</b></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p> <p style="text-align: right;"><b>Comments</b></p>
<p>Clause 29 Assignment subletting and lodgers</p>	<p><b>What?</b> We have added reference to the Localism Act 2011.  <b>Why?</b> The Localism Act 2011 introduced changes in the way some mutual exchanges are carried out by surrender of the tenancy rather than by assignment of the tenancy.  <b>Difference?</b> The change will affect you if you want to exchange your home and your tenancy started before 1<sup>st</sup> April 2012. We will provide you with guidance if you are considering exchanging homes.</p> <p><b>What do you think?</b></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p> <p style="text-align: right;"><b>Comments</b></p>
<p>Clause 31 Residence</p>	<p><b>What?</b> We have added a requirement to allow your photograph to be taken as part of our occupancy check and a requirement for you to co operate in letting us know about changes in your household circumstances.  <b>Why?</b> We want to be sure that our homes are occupied by the people we let them to and that our information about your household circumstances is up to date. This will help us when giving you advice and prevent people fraudulently gaining access to council housing.  <b>Difference?</b></p> <p><b>What do you think?</b></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p> <p style="text-align: right;"><b>Comments</b></p>
<p>Clause 34 Parking</p>	<p><b>What?</b> We have added "motorised caravan" in the description of vehicles where restrictions apply to parking. We have added a restriction on the keeping of mopeds and motor bikes or their parts inside your home. We have added a requirement not to park any motorised scooters, buggies or other vehicles within communal entrances, balconies or corridors to blocks of dwellings.  <b>Why?</b> This will help us manage parking on estates and prevent fire and Health and safety risks.  <b>Difference?</b>  We are giving a clear message on the keeping and parking of vehicles.</p> <p><b>What do you think?</b></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p> <p style="text-align: right;"><b>Comments</b></p>

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<p>Clause 36 Use of balconies</p>	<p><b>What?</b> We have added a new clause requiring you to comply with the code of guidance if your property has access to a balcony.  <b>Why?</b> To help us respond more effectively to complaints from tenants and to manage our flats.  <b>Difference?</b>  We are giving a clear message that not complying with the code will be considered anti social behaviour and action can be taken for breach of the conditions of tenancy  <b>What do you think?</b> <span style="float: right;"><b>Comments</b></span>  Agree <input type="checkbox"/>   Disagree <input type="checkbox"/></p>
<p>Clause 39 Keys and fobs</p>	<p><b>What?</b> We have added “fobs” to the heading and renumbered this clause.  <b>Why?</b> To be clear about your responsibilities for replacing keys and fobs.  <b>Difference?</b>  We have clarified that you will be responsible for the cost of replacing lost keys and fobs. We have also clarified that if we agree to replace any locks or keys to allow you to regain entry to your home you will be responsible for our reasonable costs.  <b>What do you think?</b> <span style="float: right;"><b>Comments</b></span>  Agree <input type="checkbox"/>   Disagree <input type="checkbox"/></p>
<p>Clause 40 Pets</p>	<p><b>What?</b> We have renumbered this clause and added a requirement for you to have your pet micro chipped if it is a dog and we have added that your dog must not cause harm to other residents or their pets. We have added a requirement that the person in control of your dog will also be responsible for clearing up any fouling.  <b>Why?</b> To make it clear what is expected of responsible dog owners.  <b>Difference?</b>  We will take action against tenants, including enforcement action by Neighbourhood Wardens.  <b>What do you think?</b> <span style="float: right;"><b>Comments</b></span>  Agree <input type="checkbox"/>   Disagree <input type="checkbox"/></p>
<p>Clause 41 Communal Areas</p>	<p><b>What?</b> We have renumbered this clause and added a requirement not to abuse or cause damage to lifts. We have added a requirement that, where you have the use of communal rooms, these facilities must not be misused by you or your guests and that they are kept secure from intrusion by non residents.</p>

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	<p>We have added a requirement for household waste to be placed in the recycling containers.</p> <p><b>Why?</b> We want to be able to tackle more effectively problems of communal facilities being abused.</p> <p><b>Difference?</b> We are giving a clear message.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 46 Retirement (also known as Sheltered) housing</p>	<p><b>What?</b> We have added a new clause that will only apply if you live in retirement (Sheltered) housing. This clause confirms that all the other clauses in the Conditions of Tenancy apply equally to tenants living in retirement housing. It also places a requirement on you to comply with all reasonable requests of Croydon Careline Plus response workers relating to use of communal facilities and alarm systems and to provide access to a duplicate key if you use the Careline plus service. In the interests of gas safety we place a restriction on using mains or calor gas for cooking in retirement housing without our consent.</p> <p><b>Why?</b> To help us manage our retirement housing more effectively and to help keep the residents safe and secure.</p> <p><b>Difference?</b> To make clear the specific responsibilities of tenants who live in retirement housing</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>
<p>Clause 47 Data Protection Act 1988 and National fraud initiative</p>	<p><b>What?</b> This new clause requires you to agree that we are able to release personal information where there is a legal obligation to do so. It also refers to our policy on data protection including the holding and sharing of data relating to your tenancy for up to 6 years after it has ended.</p> <p><b>Why?</b> There are good management reasons why it is useful to share information, for example when working with the police to resolve anti social behaviour or when working with other councils to identify fraud.</p> <p><b>Difference?</b> We are clarifying what we do under the Data Protection Act.</p> <p><b>What do you think?</b> <span style="float: right;"><b>Comments</b></span></p> <p>Agree <input type="checkbox"/></p> <p>Disagree <input type="checkbox"/></p>



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<p>Clause 48 Contract Rights for Third Parties</p>	<p><b>What?</b> This new clause relates to the rights of third parties.  <b>Why?</b> We think it important that tenants understand that third parties, for example lodgers, do not have contractual rights with us.  <b>Difference?</b>  We are clarifying that a person who has not signed up to the Tenancy agreement does not have any contractual rights to enforce the terms of the agreement.  <b>What do you think?</b> <span style="float: right;"><b>Comments</b></span>  Agree <input type="checkbox"/>  Disagree <input type="checkbox"/></p>
<p>Schedule 1 Examples of anti Social behaviour</p>	<p><b>What?</b> We have extended the examples of anti social behaviour to include:</p> <ul style="list-style-type: none"> <li>- Parking motorised scooters or vehicles within communal entrances, balconies or corridors to blocks of dwellings.</li> <li>- Interfering or obstructing the Police, emergency services and other official personnel who are carrying out their lawful duties on the estate or in the local area.</li> <li>- Smoking within internal communal areas of blocks of dwellings where smoking is prohibited</li> <li>- Rioting and Looting</li> <li>- Committing housing benefit or other financial fraud against the Council.</li> </ul> <p><b>Why?</b> We want to be able to deal more effectively with anti social behaviour and improve the quality of life for our residents.  <b>Difference?</b>  We are giving a clear message that we will take action against perpetrators of anti social behaviour.  <b>What do you think?</b> <span style="float: right;"><b>Comments</b></span>  Agree <input type="checkbox"/>  Disagree <input type="checkbox"/></p>
<p>Schedule 3 Code of Guidance Balconies</p>	<p><b>What?</b> This is a new schedule to include a code of guidance for balconies.  <b>Why?</b> We want to be able to take action against tenants who use their balconies in an anti social manner.  <b>Difference?</b>  To clarify that doing things that are listed as not OK will be considered anti social behaviour.  <b>What do you think?</b> <span style="float: right;"><b>Comments</b></span>  Agree <input type="checkbox"/>  Disagree <input type="checkbox"/></p>

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