

CABINET

Review of Council Housing Tenancy Agreement – Consultation Response

4 September 2018

Report of Chief Officer (Health and Housing)

PURPOSE OF REPORT			
To inform Cabinet of the results of consultation with tenants on the proposed changes to the council housing tenancy agreement and to ask Cabinet to approve the new agreement.			
Key Decision	X	Non-Key Decision	Referral from Cabinet Member
Date of notice of forthcoming key decision		6 August 2018	
This report is public.			

RECOMMENDATIONS OF COUNCILLOR ANDREW WARRINER

- (1) That Cabinet consider the comments received from tenants during consultation and makes any subsequent amendments to any of the proposed variations to the Tenancy Agreement in response to the consultation.
- (2) That the amended Tenancy Agreement is approved.
- (3) That the Chief Officer (Health and Housing) is authorised to issue to all tenants a Notice of Variation with the new Tenancy Agreement.

1.0 Introduction

- 1.1 Cabinet authorised a consultation with tenants regarding the proposed changes to the Tenancy Agreement, and to serve the necessary preliminary notice of variation.
- 1.2 A Preliminary Notice and details of the proposed changes were sent to tenants for their comments in May 2018 and the consultation finally closed on the 11 June 2018. The proposed revised Tenancy Agreement and summary of the variations that went out for consultation can be found in Appendix 1. The comments received are noted for consideration in the report.

2.0 Proposal Details

- 2.1 Cabinet is required to consider the comments received from tenants during consultation and then make any subsequent amendments, as appropriate to the draft Tenancy

Agreement. Any amendments will be incorporated into the proposed Tenancy Agreement. Once Cabinet approves the Tenancy Agreement a 28 day Notice of the Variations will be served upon tenants with a copy of their new tenancy agreement.

3.0 Details of Consultation

- 3.1 In accordance with the Housing Act 1985 the Council served a Preliminary Notice of Variation to all tenants, and a full copy of the proposed tenancy agreement was also issued. Tenants were asked to read the proposed tenancy agreement and to make any comments or ask any questions by the 11 June 2018. Views were accepted through the "Feed Back Form", by letter, email, and by telephone.
- 3.2 By the closing date of the consultation 104 tenants had made comment: 61 comments were received through the "Feedback Form" issued; 39 comments by telephone were received; and 4 comments were received by email.
- 3.3 Of the 104 returns the majority 88 had no comment to make or were in positive favour of the proposed changes.

Specific individual comments were:

"We are happy with tenancy agreement - Thank you"

"I am happy with my tenancy agreement between me and Lancaster City Council. I accepted all changes with the proposed changes. I agree with the proposed changes"

"I strongly agree with 4.7, 7.1"

"I agree with all of them"

"I agree with everything that has been stated"

"The majority of regulations remain unchanged so those that have been changed have mainly affected rental issues. The changes where necessary have been clearly explained. I agree with the Council's regulations"

"I have read fully the document re "the Tenancy Review" and find it well clear and justifiable in the set-out and agreeable to all aspects laid out. I agree on all the proposed changed fully. I do no disagree to any of the proposed changes."

"The proposed changes are reasonable to bring things up to date"

"No comments but would have preferred to have had it explained by a person than to have to read it"

"I am happy with my tenancy"

"The changes appear to be fair and reasonable"

"No problems"

"We agree with the changes and think they are very fair. We agree with all the proposed changes"

"Changes happen"

"I believe the standard of the gardens should be kept tidy. If there is any changes we must comply"

"Agree with all"

"I find most of the proposed changes reasonable therefore I have no problems going forward with it. Please keep me updated and let me know of the outcome. My health is pretty poor at the moment. Thank you."

"Tenant should have the right to have their Tenancy Agreement produced in the format most appropriate for them"

"it should say how tenants can obtain it in an accessible format"

"the standard version could be written in "Clear Print"

"Symbols e.g. those denoting the different types of tenancy, can be extremely helpful, however, they ideally need to be in discernibly different shapes and colours"

"as there is such a large amount of information in the Tenancy Agreement it would also be much easier to access, if it was grouped according to type of tenancy, rather than by topic"

(although the Introductory Tenancy period will count towards any discount ... under the right to buy) – "it is unclear if this refers to the time or the financial element"

"Mentions in the agreement about Repairs ... Repairs service abysmal in my opinion"

"2.1 should postage be accepted as proof of delivery?"

"I agree with number 2.4 as people's circumstances can change quickly and by getting in touch with the housing office the problem can be dealt with quickly with a solution that is agreed by both parties"

"Clause 2.7 – how will this work? If, as I have twice now had money deducted for no reasonable cause, badly administered by DWP and denied the right to reconsideration and appeal – you have no money to pay with"

"Clause 2.8 (misuse of equipment) – not clear what the term 'misuse' covers. This may cause elderly tenants to worry unnecessarily."

"Clause 2.8 (pre-arranged appointments)- first ensure that such appointments are no malicious, have not been reported by workmen of which the tenant has no knowledge"

"Tree and garden works – pruning of trees, hedges, bushes etc should not be undertaken whilst birds are nesting or while plants are in bloom in order to encourage the local ecology whether by tenants or workmen acting on behalf of the council."

"Mentions in agreement about Repairs. I have been a tenant now for 1 year and been without a fence between my next door. This is a risk because I can't leave my grandchildren or myself sit in garden as these house mice coming from next door by cat leaving them my garden. I have requested a fence several times with no avail. Repair service abysmal in my opinion."

"I disagree with the removal of the word 'maintain' from 3.1"

"Clause 3.6 & 3.7 (written confirmation of repairs) – My experience over the last 5+ years, in 9/10 cases I did not receive written confirmation of repairs, though all were reported to customers services"

"Amended clause 3.19 If a satellite dish is already on when you take up tenancy do you need to ask if you can connect it up?"

"Clauses 3.21 & 3.22 (gas & electrical works) – Here tenants should be advised not to employ anyone with a Corgi registration, that they should only use an engineer who is Gas Safe registered and how to check this."

"Clause 3.24 (you must allow officers of the Council .. into your home .. on reasonable notice" – what do the Council consider 'reasonable notice'? For many vulnerable tenants 24, or even 48 hrs, may not be enough to arrange for someone to support them (relative, translator, carer, support worker, advocate ..)"

"Clause 5.1 & 8.4 (The Council or any of their agents) – Who is classed as the Council's 'agents'?"

"I agree with the new clause 'Under18' but should not the responsible person be the parent? I agree with amended clause 5.10"

"Clause 6.5 (The right to see information held about you) – This needs better explanation. It is not clear if tenants still have the same rights under other laws? Does GDPR effects any of these rights? It is also unclear within the Tenancy Agreement, what rights tenants have regarding what information is given and to who it is given to, regarding outside services, trades etc, that the Council contract work out to."

"When the changes are agreed upon will we receive a copy so that we know which have and have not been amended?"

"I feel that many tenants do not keep on top of keeping their gardens tidy, especially back gardens. The council needs to enforce this agreement as part of the tenancy"

"To many dogs, fouling pavements, gardens and the estates are not tidy"

" 'Please be reassured' is usually, in my experience, a prelude to disaster"

"No problem with any of it"

"I will consult with my solicitor and respond in due course"

"Everything written I agree with. Changing the age of people entitled to live in bungalows would benefit for a quieter life. I am please and happy with the rest of the tenancy review"

"Concerned that these could be enforced arbitrarily and query how much consideration there would be before an eviction?"

"These rules are just as much as I expected. I agree with them"

"I agree with them all especially rent responsibilities, the care of my flat and personal behaviour as I like to treat people as how I like to be treated by other people. I respect them"

"I agree to adhere this updated Tenancy Agreement"

"If I have read correctly agree to all but my feedback is I believe if your in council property the main tenant should be able to sign over house or put child if an adult on the tenancy. Do not think right if someone has a partner and not married and only been together a short time they are allowed but not your own child who has always lived in the property"

"Only 1 issue that concerns me is my rent is payed monthly as I get payed on a monthly basis, this is a top up of the rent, apart from this I am ok with the rest of the proposed variation of the tenancy agreement"

- 3.4 **Succession Rights** - Views were also sought on whether or not succession rights should be changed to the minimum statutory succession rights. Only two tenants responded to this question in the consultation but overwhelmingly felt that the existing council position on succession should remain as set out in Clause 8.15. In addition from phone calls received it is clear that tenants value their security of tenure.

4.0 Options and Options Analysis (including risk assessment)

4.1	Option 1: Do nothing – continue with the existing Tenancy Agreement	Option 2: Cabinet approves the amended Tenancy Agreement
Advantages	Simplicity of continuation. Marginal cost savings	The tenancy agreement is updated to ensure that it meets current standards and requirements, and is fit for purpose; taking into account the comments received. The tenancy agreement remains an effective management tool.
Disadvantages	The existing tenancy agreement does not reflect current standards and requirements.	Marginal costs of implementation.
Risks	The tenancy agreement will not be wholly fit for purpose as an effective management tool.	The Government's former advice on unfair terms in tenancy agreements has been referred to throughout this process. This approach will help minimise risk relating to the robustness of the content of the new agreement.

5.0 Officer Preferred Option (and comments)

- 5.1 The Officer preferred option is Option 2 for the reasons set out above.

6.0 Conclusion

- 6.1 The comments made and clarifications sought by tenants have been taken into account in the final draft of the Tenancy Agreement, and have been incorporated into the draft

of the Agreement as set out in Appendix 1. Cabinet is required to consider the comments received from tenants during consultation and then make any subsequent amendments, as appropriate to the draft Agreement.

RELATIONSHIP TO POLICY FRAMEWORK

Corporate Plan – the proposal supports the council’s objectives: to deliver value for money, customer focussed services; to support sustainable communities; to continue to improve the council.

Service Business Plan – the proposal is contained within the Services agreed service business plan for 2017/2018.

CONCLUSION OF IMPACT ASSESSMENT

(including Diversity, Human Rights, Community Safety, Sustainability and Rural Proofing)

Impact assessments have been undertaken and no issues have been identified.

FINANCIAL IMPLICATIONS

The costs involved in the issuing of the new tenancy agreement are estimated at £2,500. This will be met from within existing resources in 2018/19 as appropriate.

LEGAL IMPLICATIONS

Section 102 and 103 of the Housing Act 1985 give the council the power to vary the terms of the secure tenancy agreement by serving a notice of variation on the tenant. Before serving a notice of variation the council has to give preliminary notice and the tenant has to be invited to make comment on the proposed changes. The council is required to consider the comments made.

Legal Service have also been consulted at an early stage in the drafting of the varied terms of the agreement and having made recommendations of the terms these have been incorporated into the revised tenancy agreement that was sent to all tenants for consultation.

SECTION 151 OFFICER’S COMMENTS

The Section 151 Officer has been consulted and has no comments.

MONITORING OFFICER’S COMMENTS

The Monitoring Officer has been consulted and has no comments.

BACKGROUND PAPERS

None.

Contact Officer: Mr Chris Hanna
Telephone: 01524 582516
E-mail: channa@lancaster.gov.uk
Ref: C150