

Specific Changes to your Tenancy Agreement

Summary of Changes:

Clause in new Tenancy Agreement	Headings/Details	Comments
Page 3	Definitions	This is wholly new
Part One	Terms and Conditions of your Tenancy.	Each clause in this section of your existing Tenancy Agreement is dealt in turn below.
Clause 1	Living in your home	Additional paragraph in sub clause a) 'On accepting this tenancy you are expected to end your legal interest in any other property anywhere in the world within 6 months of becoming a tenant. If no steps have been taken to end your legal interest you are in breach of your obligations within this agreement' Sub clause (c) is wholly new
Clause 2	Rent	Sub clause a) has been rewritten to reflect that 'tenancies can commence on any day of the week'. It also highlights that the rent and other associated charges are due weekly in advance. Sub clauses (c),(e) and (g) are wholly new
Clause 3	Nuisance and Anti-Social Behaviour.	This clause offers further clarity to tenants regarding nuisance. For example, 'playing loud music' has been changed to, 'Playing loud music at any time of the day or night' The agreement highlights that Anti-social behaviour also includes malicious communications over social media; being rowdy and using inconsiderate behaviour as well as setting garden fires that create heavy smoke or noxious fumes. The new agreement also makes it clear that using animals to intimidate other people is also a breach of tenancy.
Clause 4	Obtaining written permission	Unchanged except that permission must be sent to the Council and not to the Neighbourhood team and permission must clearly outline the reason for the request for permission.
Clause 5	Lodgers and Overcrowding	This Clause has been re-worded so that it is applicable to both Secure and new Flexible Tenancies. Sub clause (c) now states that you must not allow your home to become overcrowded, as defined in the Housing Act 1985 and if you allow your home to become overcrowded, you will breach the terms of your tenancy agreement.
Clause 6	Furniture and Floor Covering	This clause remains unchanged
Clause 7	Right to buy	Sub clause (a) has been rewritten
Clause 8	Adaptations	This clause has been rewritten to provide the Council with the option to move tenants who live in an adapted property (where those adaptations are no longer required) into a property which better suits their needs.
Clause 9	Exchange	This clause has been rewritten to include flexible tenancies and also highlights that tenants will not be allowed to exchange if there are unrectified tenancy breaches at their current address.
Clause 10	Trade or business	This clause remains unchanged
Clause 11	Planning and	Unchanged except that permission must now be sought centrally at

	building applications	Riverside House rather than locally at neighbourhood offices.
Clause 12	Vehicles	<p>Clauses have been rewritten and merged in the new agreement.</p> <p>Supplemental to this, it is a breach of the new agreement to use vehicles to cause a nuisance by the unnecessary revving of engines, playing amplified music or parking in such a way as to cause an obstruction.</p>
Clause 13	Animals	<p>This clause has been rewritten to enable tenants with their own access to a private and enclosed outside area to keep a pet such as a dog without the need to seek permission.</p> <p>The new clause also clearly prohibits the keeping of any dog that the Dangerous Dog Act applies to; as well as any animal that is not bred to be a domestic pet, and obliges tenants to clear up and dispose of any faecal matter from their pet.</p>
Clause 14	Communal Areas	Sub clause (b) is wholly new
Clause 15	Dangerous materials	This clause remains unchanged
Clause 16	Repairs and maintenance	<p>This clause is divided into two: repairs that remain the responsibility of tenants and repairs by us (the Council).</p> <p>This clause also requires tenants not to scrape, sand, drill or knock holes in any material that may contain asbestos.</p>
Clause 17	Right to repair	Unchanged except that additional information can be found in the Guide to your home rather than in a separate leaflet.
Clause 18	Garden	<p>This clause has been rewritten. Sub clauses (b) to (g) are wholly new</p> <p>Tenants are required to keep balconies as well as gardens clean and tidy and free from items of household furniture and waste. The new agreement also informs tenants that they are responsible for the upkeep of any sheds, greenhouses and garages that they have erected or have agreed to maintain at the point of signing their tenancy agreement.</p>
Clause 19	Lost Keys	The new agreement requires tenants to contact Riverside House rather than their neighbourhood office in the event of lost keys.
Clause 20	Access	Clause expanded to provide the Council with the right to re-enter a property in matters relating to insolvency and tenancy breaches.
Clause 21	Improvements and alterations	Sub clause (a) now clarifies that introductory tenants do not have a statutory right to make improvements to our property.
Clause 22	Insurance	Tenants now need to refer to the Guide to your Home for more information on tenants contents insurance
Clause 23	Keeping and Using Firearms	This clause is wholly new. There is no legislation that prevents tenants from being a legally registered holder of a firearms licence. This clause however clarifies that using (or threatening to use) air weapons or crossbows etc in such a way as to cause a nuisance or an annoyance would constitute a serious breach of their tenancy agreement.
Clause 24	Transfers	The clause is wholly new. Tenants will not be allowed to transfer to another property until any tenancy breaches at their current address have been rectified.
Clause 25	Succession	This clause is wholly new. Certain relatives of a deceased tenant may succeed to the property.
Clause 26	Notices	This clause is largely unchanged although tenants are now required to deliver / post notices to Riverside House.
Clause 27	Ending the tenancy	<p>This clause has been made more concise.</p> <p>This clause clarifies that joint tenants are both responsible for keeping to all the conditions of the agreements and that it is possible for one tenant to end their joint tenancy by giving notice in writing.</p>

Clause 28	At the end of the Tenancy – your rights and obligations	This clause addresses the tenants' rights and obligations when seeking to end their tenancy.
Clause 29	Flexible Tenancies: Ending your tenancy during the course of the fixed term – your rights and obligations (Break Clause)	This clause is wholly new.
Clause 30	Introductory and Secure Tenancies: Ending your tenancy– our rights and obligations	This clause is wholly new
Clause 31	Flexible Tenancies: Ending your tenancy during the course of the fixed term – your rights and obligations (Break Clause)	This clause is wholly new
Clause 32	Flexible Tenancies: Ending your tenancy at the end of the fixed term – our rights and obligations	This clause is wholly new
Clause 33	Moving out of the property	This clause is wholly new