

Your rent & Other Charges	
Comments	Response
Flexibility on the day that payments can be made.	We are unable to change the 'due date' that payments need to be received by. This is because payments do need to be made on or before the due date to avoid any arrears accruing. We offer a range of payment options to assist with this.
Lack of clarity about the meaning of support charges and other charges.	We have clarified that support charges refer to sheltered housing tenants. We have divided the section into 'our' and 'your' responsibilities and provided clarity on the types of charges that are included in other charges.
Requests for longer notice period for rent increases.	By law we are required to provide at least four weeks notice before increasing or reducing the rent. We are unable to guarantee that we will provide additional notice due to when we receive notifications of changes. However these changes usually take place in April each year. We have added this information and hope this will assist tenants with planning for changes in their rent and other charges.
Concerns that rents will be increased more than once a year.	We have clarified that rent increases usually take place in April each year in line with government guidelines.
Clarity wanted on how to resolve issues with joint tenancies.	We have invited tenants to contact their housing office to discuss any issues relating to joint tenancies.
Requests for information on non payment and payment types.	We have advised tenants to refer to their tenant handbook for details of payment methods and the consequences of non payment.
Comments on new service charges and what these may be.	We have included a responsibility for us to consult with tenants before new services and charges are introduced.

Repairs and Improvements	
Comments	Response
<p>Increase the landlord’s responsibilities and give more examples of what should be included.</p>	<p>The council has responsibility for repairs under S11 Landlord & Tenant Act 1985 and any further amendment. We have outlined our statutory responsibilities and provided further examples to help clarify our responsibilities. We are unable to include all of the examples under the clause but encourage tenants to check the guide for repairs or contact the repairs helpdesk if they are unsure of who is responsible for a repair.</p> <p>Some examples of responsibilities that tenants would like to be included are current tenant responsibilities for example fencing and internal doors. These will remain the responsibility of tenants unless there is a change in policy which is beyond the scope of the tenancy agreement review.</p> <p>We have also outlined the key repairs rights as a tenant – the right to repair, the right to carry out improvements with permission (secure tenants) and the right to compensation for improvements.</p>
<p>Clarity on the wording used – what does when necessary, reasonable mean?</p>	<p>We have clarified that ‘reasonable notice’ will depend on the urgency of the situation.</p> <p>In clause 2.2 we have indicated that we will decorate the outside of your home and shared parts when necessary. There were comments stating this was vague and that a timescale should be provided. On balance we have decided to keep the wording as each property is different and therefore the timescales for decoration may need to vary. This wording allows us to respond on an individual basis.</p>

Comments	Response
References needed for help with repairs for sheltered housing tenants, older tenants and tenants with disabilities.	We have included a reference to encourage any sheltered housing tenants, older tenants and tenants with disabilities to contact us about the help they may be able to receive with minor repairs and decoration.
Why is the council giving itself more powers of entry to properties?	Within the revised tenancy agreement the council has not created additional powers of entry to the property and will always give reasonable notice where possible. In an emergency we may need immediate access and we have included some examples of circumstances when this may be necessary.
References needed to the 'guide to repairs'.	We have included references to the 'guide to repairs' where applicable as further explanations can be found in this document.
Clarity is required on what is a minor repair.	We have not provided further clarification on what constitutes a minor repair in the agreement. This information is available in the guide to repairs and tenants are encouraged to refer to this.
<p>Queries concerning laminate and hard flooring clauses. A variety of views were expressed :</p> <ul style="list-style-type: none"> - support for clause and enforcement - concerns regarding existing flooring - concerns regarding the costs attached to alternative flooring - whether permission should be required - whether permission should be required for houses 	<p>There were a number of conflicting comments on the requirement to seek permission for laminate or hard flooring. Some comments were supportive of the introduction of this clause due to problems of noise nuisance, with others expressing concerns.</p> <p>On balance we have decided not to amend the conditions attached to this clause due to the problems that have been experienced through the installation of laminate and hard flooring, but we have made some changes to the wording and condensed this into one clause. We also do not propose to only ask permission from tenants living in flats or maisonettes as all secure tenants need to seek permission to make improvements. We have however outlined in the clause when we will be likely to give permission.</p>

Appendix 1

Comments	Response
Information should be included on home improvement grants and access to different agencies.	We have not included information on home improvement grants and access to agencies. This information is not within the scope of the tenancy agreement.
Penalties should be included for late repairs i.e. lifts.	We have not included information on penalties within the agreement. This information is available in the guide to repairs.
Information should be included on giving feedback on the quality of repairs.	We have not included information on how to provide feedback within the agreement. This information is available in the guide to repairs.
We should include timescales for repairs.	We have not included information on timescales within the agreement. This information is available in the guide to repairs.
A clause should be inserted regarding checking the electrics every year.	We have not added a new clause about inspecting the electrics in properties annually as current legislation does not require us to do this annually. We are required to inspect the electrics within properties every 10 years and we carry out electrical safety inspections when properties become vacant.
Information should be included on adaptations and the timescales for completing these.	We have not included information on adaptations and timescales as adaptations are extremely varied in nature, cost and timescale it is not practical to do this. Information readily available elsewhere can be updated frequently and will therefore be more accurate than if included in the tenancy agreement.
Clause 2.4 (notifying us of repairs) and 2.6 (carrying out minor repairs) should be one clause.	We have kept the clauses separate as they deal with two different issues (now clauses 2.7 & 2.9)
Some types of improvements (CCTV & Satellite Dishes) should not need permission.	We have not excluded certain types of improvements from the clause as any alterations and additions do require our permission.

Living in your Home	
Comments	Response
Clarity is needed on the council's responsibilities.	We have clarified our responsibilities by providing some examples of support services.
We shouldn't allow lodgers or sub tenants.	In the Housing Act 1985 secure tenants have the right to take in lodgers or sublet part of the home (with our written permission). These are statutory rights which can not be removed. We have moved these clauses into a section on 'your rights' to make this clear and have highlighted in bold 'as long as this does not cause overcrowding' (lodgers) and 'written permission is required' (sub tenants).
The assignment & right to exchange clause isn't clear.	We have amended the wording of the right to exchange clause to refer to 'mutual exchanges', which is a frequently used term.
Tenants should not need to notify the landlord if they are away from the property for over 28 days.	We have listened to the concerns that tenants have expressed about notifying us if they are away from the property for over 28 days. Although we propose to keep the clause we have removed the requirement to notify us in writing to make the process less onerous and have provided some further explanation as to why we require this information.
Loft space in flats should be able to be used.	We have not removed the clause restricting tenants in flats using loft space. This is because the loft space in flats is not part of the demised premises and is either not self contained (shared with other flats) or used for communal facilities.
Do all types of business being run from home require permission?	We have not excluded certain types of businesses from being run from home without permission but have included a reference to when we may give permission. This is dependant on the nature of the business and its impact on neighbours. We appreciate that many businesses may be run from home without causing a nuisance or annoyance. We want our tenancy agreement to support small home businesses, but we still need to have the right to take action if the business causes problems.

Comments	Response
<p>The term 'overcrowding' needs to be defined.</p>	<p>We have advised tenants to contact their housing office for clarification on how many people can live in the property before causing overcrowding.</p> <p>For new tenants we have specified the maximum number of people that can live in the property in the 'your tenancy details' section.</p>
<p>Insert a clause on allowing the fire service access to fit smoke alarms.</p>	<p>We have not included a clause requiring tenants to provide access to the fire service to install a smoke alarm. This is a voluntary agreement and can not be enforced by the tenancy agreement. We will however continue to promote the importance of fire safety and encourage residents to take up assistance from the fire service.</p>
<p>Include a section on the right to buy scheme.</p>	<p>We have included a section on the right to buy and advised tenants where they can access further information.</p> <p>We have also provided further information on tenant's rights in this section – the right to live in the property and the right to manage.</p>
<p>Tenants should downsize if they no longer need a larger property.</p>	<p>We are unable to add a clause requiring tenants to downsize if they no longer require a family sized property as the law does not allow us to do so. Due to the shortage of social housing it is important that we make best use of our limited stock and we will continue to promote incentives and the help available for tenants wishing to downsize.</p>

Being a Good Neighbour	
Comments	Response
The clause on feeding birds and animals prevents tenants feeding all wildlife.	We have amended the wording on feeding birds and animals to reflect the type of issues that can cause a nuisance.
A variety of views were expressed about the pets clause - support for the clause and tougher enforcement - concerns that the clause is too strict and should be in line with the current tenancy agreement - views that permission shouldn't be sought.	We have not amended the conditions attached to the pet clause. We will not unreasonably withhold permission, but asking people to seek this ensures we can remind people of the need to be considerate, responsible, pet owners.
More flexible wording is needed regarding the storage of oxygen cylinders.	We have made some minor amendments to the wording of this clause but we have not removed the requirement to seek permission. This is because we do need to know whether these items are being stored in our properties for fire safety reasons.
Further examples of anti social behaviour were provided e.g. bonfires, barbeques.	We have not added further examples of ASB. The tenancy agreement needs to be of reasonable length and it is not possible, or desirable to be prescriptive about each potential source of anti social behaviour.
Times should be specified for when loud music or DIY is prohibited.	We have not added specific timings. This is because we encourage local neighbourhood agreements and know most tenants will behave responsibly.
Include a reference to the transfer process for harassment cases.	We have not included information on transfer options for harassment cases. This information is contained in the tenant handbook.

Comments	Response
Remove clause 4.10 (not causing damage) as it is repeated in the repairs section.	We have deleted this clause.
There was general agreement to keeping shared areas clear but mobility scooters should be allowed if they are needed.	We have made some minor amendments to the wording on the clause requiring shared areas to be kept clear. We have kept the requirement to seek permission if you wish to store a mobility scooter in shared areas. The safety of all residents in the event of a fire is essential and therefore we do need to ensure shared areas are managed appropriately.
Help to maintain gardens is needed for older tenants and disabled tenants.	We have encouraged tenants to seek advice if they are experiencing difficulties maintaining their garden.
Clause 4.7 - include paedophilia as an example as drugs is used twice and remove the word 'immoral' as it is subjective.	We have included paedophilia as an example in clause 4.7 and removed the word immoral. As we have removed the word immoral we have also removed the example of prostitution as this is not a criminal or illegal activity.
Add 'housing' to local roadways (now clause 4.12).	We have clarified that we are referring to housing roadways.
Add a clause on tenants forming own groups to enhance security.	We have not inserted a new clause regarding residents setting up new groups to enhance security. Instead we will promote alternative actions such as the neighbourhood watch scheme in the tenant handbook.
Use the word 'respect'.	The tenancy agreement sets out the council's expectation that residents will behave respectfully.
Insert a clause about not producing offensive smells from properties.	We have not included a clause on 'not producing offensive smells from properties'. If a nuisance occurs this can be dealt with under our nuisance clause.

Comments	Response
Bring clauses 4.11, 4.12 & 4.20 together into one clause (fire safety equipment, emergency alarm equipment and security equipment in shared areas)	We have brought clauses 4.11, 4.12 & 4.20 into one clause – now clause 4.10.
No tolerance of racist or homophobic behaviour – ensure our actions are clear.	We have clarified the legal action we can take if there is nuisance or harassment on any ground.
Should domestic violence just be a police matter?	Domestic Violence is both a civil and criminal matter and as a landlord we wish to ensure that our position on domestic violence is clear and the consequences are outlined. We therefore propose to keep this clause within the agreement.
Balconies should be kept clear.	Our garden clause (4.18) specifies that balconies need to be kept tidy. We do not propose amending this clause to state they must be kept clear.
Should say 'will' take action and not 'may' take action.	We have inserted 'will take action' where appropriate.
Add information on neighbourhood agreements.	We have not included information on neighbourhood agreements. This information will be contained in the tenant handbook.
Clarify what 'in the area of your home' means.	We have clarified that the locality and in the local area refers to the neighbourhood and ensured that this wording is used throughout the agreement.

Ending Your Tenancy	
Comments	Response
There should be the option to leave floor coverings and/or furniture when a tenant leaves the property if they in a good condition.	We have provided additional information that tenants should contact their housing office if they are unsure about what to leave in the property. In addition to condition of the items, there are also issues of personal taste. Incoming tenants may well either have their own carpets and furniture, or prefer to purchase items to their own taste; in which case this would not be fair to the incoming tenant who would need to pay to remove the items left behind.
There was disagreement with the rules of succession.	The Housing Act 1985 outlines the rules of succession and we are unable to change the legal position. However we have included additional information about contacting us to discuss rehousing options should a succession have already taken place. Our allocations policy allows us in certain circumstances to make further offers but each case will need to be reviewed on an individual basis.
There should be information on different housing options and support.	We do not propose to include information on housing options. This information is contained in the tenant handbook and in literature held at the housing offices.
There should be further information on how to resolve a joint tenancy if one party leaves.	We have encouraged tenants to contact their housing office if they should have any queries regarding joint tenancies.
We should include the 'return of alarm equipment' at the end of a tenancy alongside the return of keys.	We refer to pendant alarms being returned at the end of the tenancy and do not propose making further references to alarm equipment.
We should reword the Notice to Quit as it is insensitive.	We have amended the wording of the 'Notice to Quit' to 'Notice'.
More information should be included on abandonment.	There is already a clause on what action we will take in the event of the property being abandoned (clause 3.9). We therefore do not propose to add additional information.

Comments	Response
There should be some flexibility in the notice periods.	We do not intend to change the notice periods. At present tenants are required to provide four weeks notice (or two weeks if transferring to another Brighton & Hove City Council tenancy). However we can agree a shorter notice period or waiver the rent liability but we will only agree this in special circumstances. For example if the tenant has died and the executor is able to clear the property within the first two weeks of the notice period we will not charge rent for the final two weeks of the notice period, or if you are transferring to another Brighton & Hove Council tenancy you only need to provide two weeks notice. If you are moving to a Housing Association property you will need to provide four weeks notice.
Information on where tenants can seek independent legal advice should be included.	We have included information on where tenants can seek legal advice if they have any queries regarding their tenancy or their rights. This is included on the front page of the agreement.

General Comments

Comments	Response
Support for the agreement and the new clauses. Tenants commented that it needs to be properly enforced.	Comments noted.
A Data Protection Statement is required.	A Data Protection Statement has been added.
We need to make reference to where you can get a handbook and guide to repairs.	We have included information on where tenants can obtain a tenant handbook and guide to repairs.

Appendix 1

Comments	Response
Legal references should be marked with an asterisk to enable tenants to refer to them.	We have decided not to asterisk legal wording in the document. The Tenancy Agreement is a legal document. Asterisks could cause confusion for some tenants and could give the impression that some sections are more important than others.
<p>A variety of views were expressed on photographs:</p> <ul style="list-style-type: none"> - the introduction of photographs is an infringement on human rights. - support for the introduction of photographs for security purposes. 	<p>We have kept the section under 'your tenancy details' for photographs but have renamed this 'photographs of tenants' as there was a lack of clarity regarding whose photographs would be required.</p> <p>At the present time we do not request photographs of tenants as part of our lettings process.</p> <p>Should we wish to introduce this a report would be presented to Housing Management Consultative Committee and Housing Cabinet for a decision.</p> <p>We want to keep this section in the agreement to give us the flexibility in case we wish to introduce it in the future.</p>
The agreement needs to be made available in alternative formats and needs to be accessible i.e. colours, underlining.	We will ensure that the document is available in alternative formats and that we advise tenants how they can obtain these. We have also ensured that the document meet accessibility guidelines regarding the use of colour, layout etc.
The agreement lacks a commitment to housing standards in Europe.	We have noted the comments about Housing Standards in Europe, but this tenancy agreement is specific and local to Brighton & Hove City Council tenants.
Introductory and secure tenants should have separate agreements.	At present we have separate tenancy agreements for introductory and secure tenants. We wanted to combine these to have one agreement to avoid any confusion for tenants.

Appendix 1

Comments	Response
Include arrangements for emergency out of hours situations.	We do not intend to include information on out of hour's emergency situations. This information is contained in the tenant handbook.
How have you ensured confidentiality when postcodes are disclosed?	The council's Research and Consultation team were responsible for compiling responses and used postcode information to determine the level of responses from each area of the city (neighbourhood offices). The Research and Consultation team do not have access to personal tenant data and have only provided an analysis to housing management on the level of responses via neighbourhood office and not via individual postcodes.
How do we impose the conditions if a tenant disagrees?	The Notice of Variation will vary the conditions of tenancy and will provide a date when the changes will come into effect.
Restrictions on lettings to certain types of properties should be included i.e. no under 10's in certain properties.	We do not intend to include information on allocation policies as this is beyond the scope of the tenancy agreement. This information can be accessed through the allocations policy and Local Lettings Plans.
There is an in balance between landlord and tenant responsibilities in favour of the landlord.	We have listened to the comments about the balance of landlord and tenant responsibilities and have inserted further information on tenants rights and have included these in the relevant sections.
The agreement needs a plain language check – not always clear or understandable.	The council's communications team have completed a further plain language review on the document.
The agreement should be printed on recycled paper.	The agreement will be printed on recycled paper.

