

## APPENDIX A

### Preliminary Tenancy Variation Notice

**To: All tenants of the London Borough of Harrow**

**From: The London Borough of Harrow**

This notice is given pursuant to section 103(2) of the Housing Act 1985.

The London Borough of Harrow ("the Council") intends varying the terms and conditions of all of its residential tenancies. The Council intends to vary your tenancy by serving a notice of variation on you pursuant to section 103(1) of the Housing Act 1985. Details of the proposed variations are set out below together with reasons for the proposals.

Should you wish to do so, you may comment on the proposed variation of your tenancy. You should make any comments in writing by 24 November 2006. Before the Council makes a final decision and serves individual tenants with formal notices of variation, the Council will consider all comments, provided they are received in writing by the date given above.

Please send your comments on the proposed variation to William Manning, Resident Services Manager, Harrow Council, Housing Services, PO Box 65, Civic Centre, Harrow HA1 2XG no later than **24<sup>th</sup> November 2006**.

Subject to changes in the timetable it is envisaged that the new tenancy agreement will commence on Monday 2 April 2007.

A copy of the proposed Tenancy Terms and Conditions is enclosed, which shows the style of the proposed new Agreement together with all the new sections and clauses.

A comparison document is enclosed, which details each clause in the proposed new Agreement and compares the effect of it to the equivalent existing clauses in the current tenancy agreements.

A summary of the effect of the proposed variations from the existing agreement is detailed below:

#### **A. Format**

1. For several years the Council has required tenants to provide photographs of themselves. It is proposed to begin using digital photography to take and store these images in place of more traditional methods. This will only apply to new tenants not existing tenants.
2. Any objections to having photographs taken, for example on religious grounds, will be considered on their merits, but otherwise a refusal to be photographed will be treated as a refusal to sign the tenancy agreement.

3. Cameras connected to a computerised software package will be installed in the Housing Offices to be used at each 'tenancy sign-up'. The tenant will be provided with a computer printed Tenancy Agreement with their colour photograph on the front page.
4. The photographs will be stored on the computer anonymously with a reference number rather than a name, a procedure that the company supplying the equipment has advised is necessary to comply with the Data Protection Act.
5. In addition to the inclusion of photographs, the front page of the tenancy agreement will also be changed by adding the following information (where words in brackets mean the officer completing the document on the computer will delete the word or words which are not relevant to that particular letting) –
  - (a) A statement that: "This property is a (house/maisonette/flat) and is let with (no) use of front garden and (no) use of rear garden."
  - (b) A declaration that: "The information (I/we) gave in our housing application is true and (my/our) circumstances have not changed since then. (I/we) have read and understood the Tenancy Agreement and the Terms and Conditions of it and (I/we) agree to comply with them. (I/We) agree that the information in this agreement and on (my/our) tenancy file, which may be updated from time to time, may be disclosed to other parts of the Council and agents of it, for housing management purposes. ((I/We) surrender (my/our) tenancy at [address] and will give vacant possession on [date]. (I/We) acknowledge that any outstanding arrears from our previous tenancies will be transferred to this tenancy.)"
  - (c) The National Insurance Number of the tenant or tenants.
6. With the aim of making it more accessible, the proposed new version of the terms and conditions has more distinct sections with subheadings, includes guidance notes on many issues, and has been written in plain English.

## **B. Terms & Conditions**

7. A number of changes to the Terms and Conditions of the Council's Tenancy Agreement are also being proposed. These changes are intended to deal more forcefully with anti-social behaviour, and to extend the clauses under nuisance and harassment. There are also additional clauses on repairs, animals, shared areas, vehicles, and information, consultation and participation and service of documents.
8. The notes that appear throughout the document, do not form part of the terms and conditions but are designed to provide an easily accessible explanation of them.
9. A summary of the effect of the main changes to the terms and conditions are set out below:
  - (a) Introduction to tenancy terms and conditions – This sets the scene and summarises the purpose of the agreement. The proposed introduction aims to explain the legal concepts in plain English, which has not been done before. Some rights and obligations that are included in the introductory section of the

current tenancy agreements have instead been set out in more detail later in the proposed version for the sake of clarity.

- (b) Rent and other charges – This is designed to be clearer than the current version. The rent section, like all others, has been written in plain English. For example, the explanation of joint tenants' liability has been simplified, as has the concept of arrears. The section makes plain that tenants may be charged for services that the Council provides. The section deals with how monies paid by the tenant will be applied. The agreement sets out the circumstances in which additional amounts may be added to the rent account.
- (c) Repairs – Section 11 of the Landlord and Tenant Act 1985 is the primary source of the Council's repairing obligations. It is a matter of good practice to reflect the wording of s.11 in the tenancy agreement – the current versions do not necessarily do that. The proposed version aims to gather together all obligations and rights relating to the state of the premises for ease of reference. It also includes the annual checking of gas appliances (except cookers) and the responsibilities of tenants to maintain their homes and to notify the council of certain matters. This proposed section expands considerably on the version in the current tenancy agreements to make clearer the rights, responsibilities, and obligations for the Council and the tenants.
- (d) Access – Refusal of or failure to give access for such purposes as repairs or gas inspections has caused the Council to incur significant costs in previous years. The proposed amendment is designed to make it clear to tenants what is expected of them and the notes explain why it is expected. It will always be preferable to obtain a tenant's permission before forcing access to the premises. The proposed section also clarifies the position in relation to tenants who have to be accommodated elsewhere on a temporary basis.
- (e) Using your home – The proposed version covers all matters relating to the physical use of the premises, whereas this is fragmented under different topics in the current version.
- (f) Nuisance and Harassment – Reduction of anti-social behaviour is a primary objective of Harrow Council's Housing department. It is hoped that the proposed amendments will facilitate better neighbour relations and enforcement, and will mean that all tenants are subject to the same prohibition of anti-social behaviour. The proposed section brings together more clearly (in one section) the clauses dealing with these issues which are separate in the current agreements.
- (g) Flats, maisonettes, and shared areas - This proposed section has been included to deal specifically with flats, maisonettes, and shared areas. The language used in this section has been simplified to avoid use of terms such as "communal" and to explain in greater detail the tenants' obligations, particularly because of the wider disturbance and nuisance that can be caused to other residents in such accommodation.
- (h) Pets – The current version of this clause is quite brief when explaining tenants' obligations and rights relating to keeping pets in their homes. The proposed version explains tenants' rights and obligations in greater detail.
- (i) Parking and vehicles – The proposed version is broadly similar to the current version, the main difference being that it sets out in more detail an explanation

for the requirements. It also expands on the current version, making specific reference to un-roadworthy, untaxed, illegally parked, and abandoned vehicles.

- (j) Information, consultation and participation – The current version is virtually silent on matters of consultation, information and participation. Harrow is firmly committed to tenant participation and the proposed version is written to reflect that commitment, making it a contractual obligation of the Council to involve tenants (should they wish to be involved).
- (k) Leaving your home and ending the tenancy – The current version contains quite different wording under this topic. The main effect of the proposed version is to simplify this section.
- (l) Notices – The proposed clauses in this section aim to simplify the process for serving of notices by the Council on tenants, or by tenants on the Council.

DATED: 20<sup>th</sup> October 2006