

## APPENDIX B

### SUMMARY OF FEEDBACK ON PROPOSED CHANGES TO TENANCY TERMS AND CONDITIONS

Clause No. or Description	Feedback from tenants on proposed new clauses.	Comments from Housing Manager
Photographs And National Insurance Number	<p>Why is the National Insurance number required.</p> <p>National Insurance number should be required from current tenants as well as new tenants. (2 comments received)</p> <p>What will happen if new tenants refuse to have their photograph taken and to provide their national insurance number?</p> <p>Will existing tenants have to sign the new tenancy agreement?</p>	<p>Required for identification purposes, including to prevent sub-letting contrary to the agreement and to assist in the prevention and detection of housing fraud.</p> <p>National Insurance number will be requested at the time the new tenant is signed up with the new tenancy agreement. Current tenants are not required to sign a new tenancy agreement.</p> <p>Only new tenants will be required to produce a photograph - not a requirement of existing tenants. For many years there has been a requirement for all prospective tenants to provide us with a photograph and national insurance number before they sign up for their new tenancy. New tenant photographs have been stapled to their tenancy agreements and kept on their individual tenant files in the housing office. The reason for requiring prospective tenants to produce photographs is to assist with the prevention and detection of housing fraud. As well as the very substantial cost implications, housing fraud deprives genuine homeless applicants who have been placed in bed and breakfast accommodation of their right to a permanent home. The photograph enables any authorised officer to verify the identity of the person who claims to be the tenant. National insurance numbers are used by both the HB Department and DSS as means of identification and we readily have access to this information. It also assists us with tracing people for former tenant arrears.</p> <p>The photograph will be linked only to the specific tenancy address and will not be stored</p>

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		<p>separately. There will be no negatives. It will not be possible for any member of staff who does not have authorised access, which is exactly the same regulation which operates now in our manual system, to gain entry to the tenancy details.</p> <p>Prospective tenants who refuse to provide the information required, without good reason, will be taken as refusing to sign their new tenancy agreement and will not be provided with accommodation.</p> <p>It would be too costly and not feasible from an administrative point of view to require current tenants to come to the housing office for their photographs to be taken digitally.</p>
Section 2 - Rents	<p>Why are sheds not included within the rent ? i.e. they should be repaired by the council.</p> <p>This section on rent is very useful.</p>	<p>The rent is charged for the whole property described in the tenancy agreement. The Council does not propose to take on the repair of sheds because the cost of doing so would be prohibitive. Consistent with its statutory repair obligation the Council proposes to carry out repairs as outlined in section 3 of the agreement.</p>
2.4 Former tenant arrears	<p>Can arrears from a previous tenancy in another borough be added to the rent account if they move to a tenancy in Harrow?</p>	<p>The Council does not consider that such arrears come reasonably or lawfully within the concept of rent for the purposes of a new tenancy agreement. However if the intended move to Harrow is as a result of a mutual exchange application then the Council may refuse the application if the tenant has rent arrears.</p>
3.2 Repairs	<p>Why will the council not replace gas fires?</p> <p>Why does the Council not deal with heating breakdowns (other than sheltered) in the evenings and at weekends?</p>	<p>Dwellings that do not have adequate heating may fail health and safety requirements established by legislation. That said, so long as there is central heating in a property then gas fires are not considered necessary and there is no legal obligation on the council to replace them. All homes are being brought up to the Decent Homes standard and this includes provision for adequate heating.</p> <p>The Council may consider evening and weekend appointments for all heating breakdowns in the future, but there would be a cost implication of this on the new repairs contract. The Council is commissioning a new repairs contract and has increased access to ensure that appointments can be made on Saturday Mornings, school runs are also considered. Over the</p>

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		time the contract has the flexibility to include evening appointments where this becomes necessary.
3.3 Gas safety checks	Why are electricians not tested annually in the same way as gas appliances are?	Legislation requires gas appliances to be checked annually. There is no legal requirement to check electricians annually which would be cost prohibitive.
3.14 compensation for repairs	Council should compensate tenants if contractors fail to keep appointments. (2 comments received)	This is already covered in this clause since tenants have the right to be compensated if the council fail to carry out repairs within the stated timescales.
3.17 not to remove fixtures	Would like to add cylinder lagging and pipes.	Agreed. A note has been added to clause 3 that lists these items as specific examples of parts of the home that must not be removed without the Council's agreement in writing.
Section 3 Repairs (note a)	Registered elderly or disabled tenants should not have to decorate their homes (4 comments received)	Note e on Section 3 explains to tenants that if they are unable to take care of the home themselves they can ask about assistance available from their housing officer. In such cases they would be referred to the Council's Supporting People team.
Section 3 Repairs (note f)	<p>Not happy that tenants have to replace fences in communal area.</p> <p>A tenant may have five other gardens backing onto their own so it is unfair to make them responsible.</p> <p>Elderly and disabled tenants should be given assistance to change fluorescent bulbs. (4 comments received)</p>	<p>Tenants will not be required to maintain fences in communal areas. Only those tenants who have sole use of a garden will be required to maintain fences.</p> <p>All requests to the Council for repair of fences will be considered on their merits.</p> <p>Note e on Section 3 explains to tenants that if they are unable to take care of the home themselves they can ask about assistance available from their housing officer. In such cases they would be referred to the Council's Supporting People team.</p>
4.2 Access into the home by officers or contractors	People cannot always take time off work to provide access. There should be provision for evening and weekend appointments. (2 comments received).	Housing Officers do offer evening visits. The Council is presently tendering for a new Repairs Contract and consideration will be given to including provision for evening and Saturday appointments for repairs in the new contract.
4.6 Emergency access	Would like it to be clarified that tenants should only be charged for emergency	It is agreed that the Council should not charge for the cost of emergency access unless the need for access was caused by the tenant or someone living at or visiting the tenant's home.

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	access if it is proven that the emergency resulted from the negligence of the tenant.	The clause has been modified to include this concept.
5.3 Lodgers and sub-letting	If people are under-occupying they should not be allowed to sub-let – same comments received by 2 tenants.	Legislation allows tenants to sub-let part of their home but not their whole flat. Requests for sub-letting have to be made in writing but the Council may not unreasonably withhold its consent.
5.4 Using your home	Why is the Council relaxing the position on allowing people to run businesses from their homes?	The Council is not relaxing its position. The clause clearly states that the premises are not to be used for business purposes unless permission in writing has been obtained. There may be cases where the Council finds that it would agree to such requests such as tenants who want to run a mail order business from their homes so long as the home itself is not being solely occupied or used solely as a business.
5.9 – Garden maintenance	How will the Council enforce garden maintenance on tenants?	Housing officers would write to tenants reminding them of their obligation under the terms of the tenancy agreement. Ultimately failure to maintain the garden as required in the tenancy agreement would be a breach of the tenancy agreement. The action that the Council may take by way of enforcement is the same as for any breach of the agreement. The Council may bring proceedings for possession in the County Court if such action is reasonable in all the circumstances. The Council would first try by warnings and other dealings with the tenant to bring about compliance with the agreement without the need for legal action.
5.13 – Satellite dishes	Why are tenants allowed to erect satellite dishes on houses and not blocks of flats. (5 comments received)	Numerous satellite dishes on blocks of flats can spoil the aesthetic appearance of the building. The Government has a stated policy of maximising the choice of digital platforms available for everyone by 2012. The intention is that all residents living in communal areas will have access to the same range of digital TV services that other households can enjoy. This means that the Council will need to take action to address this in all communal areas by 2012.
5.14 – Using	People use paraffin because of the lack	All council homes in Harrow are currently being brought up to the Decent Homes Standard

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<p>your home</p>	<p>of heating in some homes.</p> <p>How will the Council know who is storing paraffin other other inflammable materials?</p>	<p>which includes an obligation on the council to provide adequate heating.</p> <p>The issue is that it is important for tenants to realise that they must not store these materials for their own safety and the safety of other residents.</p>
<p>5.16 Using your home</p>	<p>How will the council know who has thrown or dropped anything from balconies and how will this be enforced? (3 comments received)</p> <p>Contractors sometimes do this and are foul and abusive when challenged.</p>	<p>Housing staff rely largely on information received from cleaning and grounds maintenance staff or from other residents.</p> <p>The action that the Council may take by way of enforcement against tenants is the same as for any breach of the agreement. The Council may bring proceedings for possession in the County Court if such action is reasonable in all the circumstances. The Council would first try by warnings and other dealings with the tenant to bring about compliance with the agreement without the need for legal action.</p> <p>Residents should make a formal complaint at the time this happens since it would be treated very seriously by Housing staff and raised directly with the Contractors concerned. If the contractor could be identified then the Council may take such steps as are available under its agreement with the contractor to prevent any recurrence.</p>
<p>5.18 Noise</p>	<p>Can the council take the same action against leaseholders who cause noise (2 comments received)</p>	<p>The action that the Council may take against a leaseholder who causes noise would depend in part on whether the subject lease contained a clause prohibiting noise or anti social behaviour. Each case would need to be looked at separately. However, it should be noted that the Council has powers (exercised by the Council's Environmental Protection team) to combat noise under the Environmental Protection Act 1990 and the Noise Act 1996.</p>
<p>Using your home general</p>	<p>What action will the Council take if fly tipping is discovered and proven against a tenant.</p>	<p>The Council has powers to deal with fly tipping under the Environmental Protection Act 1990, which are exercised by Community Safety Services. The Council may prosecute a tenant who is found to be fly tipping. Before doing so the Council will consider whether there is sufficient evidence to support prosecution and whether it is in the public interest to</p>

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		prosecute.
Section 6 – Nuisance	It can take years to evict a tenant for nuisance. Most tenants have given up complaining because the Council do not act.	Recent training has been given to Housing staff on dealing with nuisance and anti social behaviour more effectively. New case work files have been introduced which will enable the monitoring and follow through of cases to be dealt with thoroughly. Leaflets on the Council’s commitment to effectively tackle nuisance and anti social behaviour have recently been sent to every council tenant and leaseholder. In 2006, the Council commenced and successfully concluded two sets of County Court proceedings for possession in cases involving nuisance by the tenant.
6.4.7 - Nuisance	Would like to add ‘and not to damage or interfere with any property that other tenants own’.	The Council considers that its existing clause in 6.4.1 would cover persistent interference with another residents’ property and enable the Council to take appropriate action.
7.7 Storage in shared areas	What action can the Council take if leaseholders store items in shared areas.  How will the Council enforce this with tenants?	The Council’s lease agreements have a clause which prohibits the storage of items in communal areas, the Council has therefore the relevant clause the prevent this happening  The action that the Council may take by way of enforcement against tenants is the same as for any breach of the agreement. The Council may bring proceedings for possession in the County Court if such action is reasonable in all the circumstances. The Council would first try by warnings and other dealings with the tenant to bring about compliance with the agreement without the need for legal action.
7.10 Flats, maisonettes and shared areas	The Council should clean the internal stairways in communal areas – this was referred to in Homing In 2 issues ago.  What happened to the 50p per week which residents have been required to	Although this clause was not in the previous agreement, there is no change in that tenants have been and still are expected to keep communal areas clean.  The Council may provide a cleaning service in communal areas, in which case the Council would calculate and levy a service charge for the service. The Council would consult with tenants before taking that step.

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	<p>pay for the last 4-5 years which was meant to be for communal cleaning.</p> <p>The Council must make sure they consult with all residents if they intend to introduce a service charge.</p> <p>How will the Council persuade residents to keep communal areas clean?</p> <p>Proposal unrealistic and difficult to implement because residents in a block can be different ages and tenures.</p> <p>Unfair because able bodied tenants will be acting as unpaid carers or wardens</p>	
Section 8 – Pets	Why are some tenants allowed to keep pets and others not – this is discrimination.	The Council does not permit the keeping of pets i.e. dogs in flats, maisonettes and sheltered accommodation as in the past these have given rise to nuisance and anti social behaviour.
8.3 - Pets	Would like to add a limitation on the number of pets tenants are allowed to keep.	Not considered feasible. The issue is whether any pets that are kept by tenants cause nuisance to other residents and this is covered within the clause.
9.3 Parking and Vehicles	Need to be more explicit about not parking in front of access barriers or emergency gates.	The clause as currently worded does cover this.
9.5 Untaxed vehicles	How will this be checked?	This will be checked by Estate Inspectors during walkabouts on the estates or other residents bringing it to the attention of Housing staff.

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Information Consultation and Participation	Any letters or leaflets sent to all tenants should be sent to the chair of the tenants associations so that assistance can be given to those tenants who require it. This is not happening at the moment and some chairs may be owner occupiers or leaseholders.	Agreed. This is covered in the Tenants Compact.
Other general comment received	Very happy with all the proposals contained in the proposed tenancy agreement.	