

## Proposed Changes to the Proposed Tenancy Agreement – Line by Line Changes

This document outlines the proposed changes that have been made to the existing City of Doncaster Council secure and introductory secure tenancy agreements. The layout of the proposed agreement has been modified to reflect a more transparent and streamlined document that represents the terms and conditions of both a secure and introductory tenant.

The proposed tenancy agreement changes will be relevant to introductory and secure tenancies.

### Sections in Tenancy Agreement

Introduction and Types of Tenancy

Section 1: Introductory Tenancies

Section 2: Tenants Obligations

Section 3: The Council's Obligations

Section 4: The Tenants Rights

Section 5: The Councils Rights

Section 6: Solar Panels

Section 7: Further Information

Section 8: Tenant Voice

Section 9: Notes For Tenants

Section 10: Definitions.

Section 11: List of Relevant Policies and Strategies

### **For the purposes of this document, the following terms mentioned in the table below are defined:**

**New** – This is where a condition/clause that is not currently in our existing agreements has been added to the proposed tenancy agreement.

**Revision** – This is where an existing condition has been revised/amended, either to strengthen the respective condition, or to ensure it is in-line with our proposed tenancy agreement change or re-written to revise the language used (e.g., changing “the tenant” to “you”). It is also used when clause numbering has been amended but where the wording has not changed.

**Removed** – where an existing condition/clause has been replaced by a new condition/clause

If a clause is not mentioned in this document but is in the current tenancy agreement that means it is remaining in the new agreement with no revision

## Introduction and Section 1

Topic	Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Reason and Impact of proposed change
<b>Introducing the Agreement</b>	Not currently in agreement	<p><b>New</b></p> <p>City of Doncaster Council (CDC) is committed. to creating a safe and secure neighbourhood for you to live in. CDC have delegated the management of the council homes to St Leger Homes of Doncaster (SLHD), an Arm's Length Management Organisation. This Secure Tenancy Agreement is a legal contract between you and CDC, who is your landlord and SLHD will manage all aspects of your tenancy and ensure all obligations and rights are met and adhered to.</p> <p>SLHD is committed to providing high quality homes and services for the tenants of Doncaster. As a new tenant you will be allocated a property on either an Introductory, Flexible or Secure tenancy, depending on your previous tenancy and the property you are being allocated. SLHD allocates tenancies as per the CDC Tenancy Strategy with regards the types of tenancies. Your tenancy agreement will clearly show which type of tenancy you are being signed up to.</p> <p>This tenancy agreement supersedes the Secure Tenancy Agreement 2017.</p> <p>Please read your tenancy agreement carefully and ask us to explain anything that you do not understand before signing it. You can also get advice from Citizens Advice Bureau or an independent advice agency.</p> <p>Your tenancy agreement should be read in conjunction with relevant Policies held by SLHD, a list of which is detailed at section 11 of this agreement. These policies may be updated from time to time and if this happens all tenants will be notified of any changes. These policies can be viewed on our website at <a href="http://www.stlegerhomes.co.uk">www.stlegerhomes.co.uk</a>.</p> <p>Alternatively, if you require this agreement, or any policies in an alternative format, such as large print or coloured background, then please contact us.</p>	No introduction in current Agreement.
<b>Introducing the agreement Types of Tenancy</b>	Not currently in agreement	<p><b>New</b></p> <p>Types of Tenancy Agreement</p> <ul style="list-style-type: none"> <li>• Introductory – this means you are an introductory tenant for the first 12 months of your tenancy, unless SLHD extend the introductory period</li> <li>• Secure – this means you are secure tenant as per the Housing Act 1985</li> </ul>	Definition of different Tenancy types to provide tenants with clearer information

		<ul style="list-style-type: none"><li>• Flexible - this is a type of secure tenancy that only lasts for a fixed period. Flexible tenancies apply only to properties with four bedrooms or more, and only where the property has been specifically advertised and let as a flexible tenancy. These changes will not affect any existing tenancies. The Flexible Tenancy Agreement is covered in a different document.</li></ul>	
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## Section 2 – The Tenants Obligations

Topic	Conditions in existing agreements (secure and introductory-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
<b>Rent – change title to Rent and New Tenancies</b>	<p>2.2 Your rent may be increased or decreased, usually once a year. Advice regarding the change will be provided in line with statutory requirement. <b>Your rent is calculated in accordance with the Government's Social Housing Rents Scheme, and the details of how your rent is calculated will be provided to you at the commencement of the tenancy agreement and when any subsequent rent increase occurs.</b> If you receive additional services from the Council or from another provider, charges may be made in accordance with the policy of the Council. Such charges will be notified to you at the commencement of the service being available to you and any increase or decrease in such charges will be subject to four weeks' notice in accordance with statute. You are required to pay any such charges within the time specified.</p> <p>Your tenancy will commence on the day you sign your Tenancy Agreement. Your rent is due every Monday for the week to come. Your first rent payment is due at the start of your tenancy</p>	<p><b>Revision</b></p> <p>2.2 Your rent may be increased or decreased, usually once a year and calculated in accordance with legal and/or government guidance at the relevant time. <b>Your rent is calculated in accordance with the Government's Social Housing Rents Scheme, and the details of how your rent is calculated will be provided to you at the commencement of the tenancy agreement and when any subsequent rent increase occurs.</b> If you receive additional services from CDC or from another provider, charges may be made in accordance with the policy of CDC. Such charges will be notified to you at the commencement of the service being available to you and any increase or decrease in such charges will be subject to four weeks' notice in accordance with statute. You are required to pay any such charges within the time specified.</p> <p>Your Tenancy will commence at 12 noon on the agreed tenancy start date and the first period shall end at noon on the first Monday after this day. After this time, the tenancy shall be a weekly periodic tenancy with the first full weekly period beginning at 12 noon on this Monday and will thereafter end at 12 noon on each following Monday. You will be charged rent from the tenancy start date and your rent will be due each Monday following this date.</p>	<p>Bringing clause up to date with current legislation and show what we use to calculate rents</p>

<b>Nuisance, Harassment, Antisocial Behaviour, Hate Crime</b>	<b>2.3(b)</b> Must not harass or discriminate against anyone because of their: · race · religion · disability (including learning disability) · sexual orientation · gender · age You must not harass or threaten to harass, use or threaten to use violence to anyone in the neighbourhood, or incite others to do so. Examples of harassment include but are not limited to: Prejudiced behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti, letters or e-mails or by social media, doing anything that interferes with the peace, comfort, convenience and enjoyment of others.	<b>Revision</b> <b>2.3(b)</b> Must not harass or discriminate against anyone because of their: · race · religion or belief, · disability (including learning disability) · sexual orientation · gender or gender reassignment, sex, pregnancy or maternity, marriage/civil partnerships or age. You must not harass or threaten to harass, use or threaten to use violence to anyone in the neighbourhood, or incite others to do so. Examples of harassment include but are not limited to: Prejudiced behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti, letters or e-mails or by social media, doing anything that interferes with the peace, comfort, convenience and enjoyment of others.	Updating protected characteristics in line with the Equalities Act
<b>Abuse towards staff</b>	<b>2.3(d)</b> Must not subject St. Leger Homes of Doncaster staff, Council employees, appointed contractors, agents or elected Councillors to any physical or verbal abuse (including telephone calls, texts, emails, letters or social media), or incite others to do so. This includes any actual or threatened assault, attack, act of violence, aggression or preventing them from leaving the property when they wish to do so.	<b>Revision</b> <b>2.3(d)</b> Must not subject SLHD employees, CDC employees, appointed contractors, agents or elected Councillors to any physical or verbal abuse (including telephone calls, texts, emails, letters or social media), or incite others to do so. This includes any harassment or unreasonable behaviour, actual or threatened assault, act of violence, aggression, or preventing anyone from leaving your home when they wish to do so.	Clarification and strengthening of clause and including harassment and unreasonable behaviour to emphasise our zero tolerance towards bad treatment towards our workforce
<b>Explosive materials</b>	<b>2.3(h)</b> Must not possess any materials for making an explosive substance. It is an offence to make, possess, or control an explosive substance which is likely to cause damage or endanger life under the Explosive Substance Act 1883.	<b>Revision</b> <b>2.3(h)</b> Must not possess any materials for the purpose of making an explosive substance. It is an offence to make, knowingly possess, or control an explosive substance for an unlawful purpose which is likely to cause damage or endanger life under the Explosive Substance Act 1883.	Bringing clause up to date with current legislation
<b>Begging and Vagrancy</b>	<b>2.3(k)</b> <b>Must not</b> cause a nuisance to others by begging which is a criminal offence under the Vagrancy Act 1824, Highways Act 1980 and Public Order Act 1986.	<b>Removed</b>  <b>Revision</b> 2.3 (l) becomes clause 2.3(k) 2.3 (m) becomes clause 2.3 (l) Wording remains the same	Not relevant to the tenancy agreement – nuisance is covered elsewhere

<b>Access to your home</b>	<b>2.3(n)</b> You must ensure that St. Leger Homes of Doncaster staff, Council's officers, representatives, and their agents can gain access to the property to carry out tenancy checks, which include general inspections and investigate allegations of tenancy breaches and respond to complaints of anti-social behaviour or neighbour disputes (upon production of an official identity card). Access should also be made available when St. Leger Homes of Doncaster staff wish to show an applicant from the Housing Register around the property. Failure to provide access will result in St. Leger Homes of Doncaster instructing the Council to obtain a warrant to gain access to your home and you will incur legal costs.	<b>Revision</b> Moved to new section at 2.14 – see new wording. 2.3(o) becomes 2.3(m) 2.3(p) becomes 2.3(n)	Moved to new section 2.14
<b>Vehicles</b>	<b>2.4(e)</b> Must not park a caravan, motor home, heavy plant, boat or trailer on any part of the property, land around your home, the road, communal parking area or garage site on any land owned by the Council and managed by St. Leger Homes of Doncaster and without prior written consent from St. Leger Homes of Doncaster.	2.4(e)Must not park a caravan, motor home, heavy plant, boat or trailer on any part of the property, land around your home, the road, communal parking area or garage site on any land owned by CDC and managed by SLHD	Removed - and without prior written consent from St. Leger Homes of Doncaster.
<b>Use of Premises Occupying your home</b>	<b>2.5(a)</b> You must occupy the property as your only or principal home, and you must inform St. Leger Homes of Doncaster in writing of any absence of longer than six weeks. This includes but is not limited to any term of imprisonment, holiday, hospitalisation and giving or receiving care. You will need to provide St. Leger Homes of Doncaster with the following information in writing to your local area office: <ul style="list-style-type: none"> <li>• Your intended date of departure</li> <li>• Your intended date of return</li> <li>• The arrangements you have made to pay the rent and care for the property</li> <li>• The address and phone number where you can be contacted whilst you are away.</li> </ul>	<b>Revision</b> <b>2.5(a)</b> You must occupy the property as your only or principal home, and you must inform SLHD via our Customer Access Team of any absence of longer than six weeks. This includes but is not limited to any term of imprisonment, holiday, hospitalisation and giving or receiving care. You will need to provide SLHD with the following information <ul style="list-style-type: none"> <li>• Your intended date of departure</li> <li>• Your intended date of return</li> <li>• The arrangements you have made to pay the rent and care for the property</li> <li>• The address and phone number where you can be contacted whilst you are away and a contact number in case of emergencies.</li> </ul> You must also ensure your rent is paid and all your other tenancy obligations are complied with during your absence.	Update with contact method and stating rent must be paid and conditions adhered to

<b>Domestic Abuse</b>	<b>2.3 (c)</b> Must not inflict domestic abuse, use or threaten violence or use financial, mental, emotional or sexual abuse against any member of your household. This can be direct or indirect and anything that interferes with the peace, comfort, convenience and enjoyment of others and includes the use of social media	<b>Revision</b> <b>2.3(c)</b> Must not engage or attempt to engage in domestic abuse against any member of your household. This can be direct or indirect and involve anything that interferes with the peace, comfort, convenience and/or enjoyment of others and includes the use of social media. Such abuse includes: <ul style="list-style-type: none"> <li>• Physical or sexual abuse</li> <li>• Violent or threatening behaviour</li> <li>• Controlling or coercive behaviour</li> <li>• Economic abuse</li> <li>• Psychological, emotional or other abuse.</li> <li>• 'Honour' based abuse</li> <li>• Forced marriage</li> <li>• Female genital mutilation</li> </ul>	Bringing clause up to date with current legislation regarding domestic abuse and emphasising our approach and zero tolerance commitment to domestic abuse
<b>Vehicles</b>	2.4 (e) Must not park a caravan, motor home, heavy plant, boat or trailer on any part of the property, land around your home, the road, communal parking area or garage site on any land owned by the Council and managed by St. Leger Homes of Doncaster and without prior written consent from St. Leger Homes of Doncaster.	<b>Revision</b> <b>2.4(e)</b> Must not park a caravan, motor home, heavy plant, boat or trailer on any part of the property, land around your home, the road, communal parking area or garage site on any land owned by CDC and managed by SLHD.	Removed prior consent
<b>Use of Premises Subletting</b>	<b>2.5(d)</b> Must not sublet your property or any part of the property. This is a criminal offence under the Prevention of Social Housing Fraud Act 2013	<b>Revision</b> <b>2.5(d)</b> Must not sublet the whole of your property. This is a criminal offence under the Prevention of Social Housing Fraud Act 2013. If you want to sublet part of your property, then you must obtain prior written permission from SLHD.	Allow tenants to sublet part of their home in line with current legislation and assist in meeting housing need

<b>Garden</b>	<b>2.6(a)</b> You must make sure your garden is tidy and free from household waste, litter, household furniture and any other waste materials, including any form of faeces. Lawns must be cut and borders maintained to an acceptable standard.	<b>Revision</b> <b>2.6(a)</b> You must make sure your garden is tidy and free from household waste, litter, household furniture and any other waste materials, including any form of faeces. Lawns must be cut, and borders maintained to an acceptable standard. If you do not maintain your garden after being requested to do so, within a reasonable period of time we may carry out the work, and you will be recharged for it.	Clarification of existing clause and advising of recharging if we carry work out
<b>Garden</b>	<b>2.6(b)</b> You must ensure that hedges, conifers or any other type of plant within your garden are maintained to a reasonable height and if adjacent to a public footpath or highway, that they do not overhang it at any time.	<b>Revision</b> <b>2.6(b)</b> You must ensure that hedges, conifers, or any other type of plant within your garden are maintained to a reasonable height and if adjacent to a public footpath or highway, that they do not overhang it at any time.  You should not plant or remove any trees in your garden without first seeking permission from SLHD.  You should not carry out any works on existing trees within your garden but should contact us and we will arrange for the trees to be inspected and if necessary, arrange any necessary works.  If you suspect there may be Japanese Knotweed in your garden, do not attempt to cut or remove it. Contact us and we will arrange for a specialist contractor to deal with it.  <b>New Build</b> Your new home may include features designed to protect and enhance local habitats, in line with CDC's 2021 Local Plan. Removal of any of these features without permission may result in a recharge for replacement. You must help maintain and protect these features as part of your tenancy, as detailed in the information sheet which you were provided	Added information to prevent planting, removal and maintenance of trees – arboriculturally protected.  Added Japanese knotweed to reference - If you suspect there may be Japanese Knotweed in your garden, do not attempt to cut or remove it. Contact us and we will arrange for a specialist contractor to deal with it.  New Build garden maintenance for reference - In the case of any New Build property - Your new home may include features designed to protect and enhance local habitats, in line with Doncaster Council's 2021 Local Plan. Removal of any of these features without permission may result in a recharge for replacement.  You must help maintain and protect these features as part of your tenancy, as detailed in the information sheet which you were provided



<b>Open plan gardens</b>	<b>2.6 (c)</b> If you install any type of plants to open plan land that belongs to the Council and is managed by St. Leger Homes of Doncaster you may be asked to remove them. In certain circumstances St. Leger Homes of Doncaster may permit you to install plants on open plan areas but they will be your responsibility to maintain. You will be asked to reinstate the area to grass if you move or can no longer maintain it.	<b>Revision</b> <b>2.6 (c)</b> You should not plant any plants on the open plan areas without first seeking permission from SLHD. If you do so without permission, we may ask you to remove them or remove them and recharge you.	Clarification of existing clause
<b>Animals</b>	<b>2.7 (a)</b> You must make sure that no pets brought to or living in your home cause nuisance or persistent annoyance to anyone. St. Leger Homes of Doncaster will work with other agencies to check the suitability of pets in your home, including the number of pets you have.	<b>Revision</b> <b>2.7(a)</b> You must make sure that no pets brought to or living in your home cause nuisance or persistent annoyance to anyone. SLHD will work with CDC Animal Welfare Officers or other agencies.to check the suitability of pets in your home, including the number of pets you have.	Clarification of existing clause as to who we will liaise with
<b>Animals</b>	<b>2.7(b)</b> You must not keep any pets in housing schemes that have a no pets policy. If you need the assistance of a dog because you have a disability St. Leger Homes of Doncaster will allow this, but you will need to obtain prior permission in writing.	<b>Revision</b> <b>2.7(b)</b> You must not keep any pets in housing schemes that have a no pets policy, this includes high-rise blocks. We will allow assistance dogs or for medical reasons, but you will need to obtain prior permission in writing and provide evidence.	Change disability to assistance dog, add medical reasons and stipulate high-rise has no dogs policy
<b>Animals</b>	<b>2.7 (e)</b> You must not keep a dog in a flat unless prior permission has been obtained in writing and you have signed a Responsible Dog Owner Agreement for each dog you own. Permission will not be unreasonably refused. If a Local Lettings Policy is in place stating that no dogs are allowed you will not be able to keep a dog, except in exceptional circumstances and with the prior written consent of St. Leger Homes of Doncaster.	<b>Revision</b> <b>2.7 (e)</b> If you live in a flat with a shared entrance, you will need permission in writing from SLHD to keep a dog and you will need to sign a Responsible Dog Owner Agreement. You will be responsible for the behaviour of your dog within your flat, within any shared or communal area or lifts and must ensure your dog does not cause a nuisance at any time and promptly clean any waste. If a Policy is in place stating that no dogs are allowed, you will not be able to keep a dog, unless for assistance or medical purposes.	Additional responsibilities for dog behaviour in communal areas and lifts

<b>Animals</b>	<b>2.7(f)</b> You must not breed any animals without the prior written consent of St. Leger Homes of Doncaster and in line with the Breeding and Sale of Dogs (Welfare) Act 1999.	<b>Revision</b> <b>2.7(f)</b> You must not breed any animals without the prior written consent of SLHD.	Delete legislation
<b>Animals</b>	<b>2.7(g)</b> You must not keep any dangerous animals, livestock, nor allow grazing animals to be kept or tethered on any part of your property or keep any animals that St. Leger Homes of Doncaster decides is unsuitable for your home or garden or deemed to be dangerous in the opinion of St Leger Homes of Doncaster and in line with the Dangerous Dogs Act 1991.	<b>Revision</b> <b>2.7(g)</b> You must not keep any dangerous animals, livestock, nor allow grazing animals to be kept or tethered on any part of your property or on SLHD land, or keep any animals that SLHD decides is unsuitable for your home or garden or deemed to be dangerous and in line with any relevant legislation. If you own a banned breed of dog, under the terms of the Dangerous Dogs Act 1991, we will request to see your exemption certificate allowing such dogs to be kept and you must always comply with any associated conditions. If you do not have a certificate, we will refer to the relevant enforcement agency.	Bringing clause up to date with current legislation and clarification of our stance and requirements for tenants around dangerous and banned breeds of dogs including XL Bullies  Additional reference for grazing animals now to include on St Leger Homes land not just property
<b>Pest Infestation</b>	<b>2.7 (i)</b> It is your responsibility to report any infestations in your home to the Councils Pest Control Team. This includes wasp nests, flea's or any other type of infestation. You will be responsible for any charges relating to the removal and treatment of the infestation. St. Leger Homes of Doncaster are responsible for dealing with infestations in communal areas	<b>Revision</b> <b>2.7(i)</b> It is your responsibility to report any infestations in your home to CDCs Pest Control Team. This includes wasp nests, fleas, or any other type of infestation. You will be responsible for any charges relating to the removal and treatment of the infestation unless the cause of the infestation is attributable to CDC or SLHD. SLHD are responsible for dealing with infestations in communal areas	Clarification of existing clause and responsibilities to show landlord will pay in certain circumstances
<b>Repairs and Maintenance</b>  <b>Safety Devices</b>	<b>2.9(b)</b> You must not disconnect or tamper with any fire alarm installed in your home by disconnecting hard wired devices or removing the battery from battery operated devices that have been installed by St. Leger Homes of Doncaster or any agency acting on their behalf.	<b>Revision</b> <b>2.9(b)</b> You must not disconnect or tamper with any fire alarm, smoke alarm or carbon monoxide detector installed in your home by disconnecting hard wired devices or removing the battery from battery operated devices that have been installed by SLHD or any agency acting on their behalf. Tenants are required to test those devices at least monthly and notify SLHD if the device is not working correctly.	Clarification of devices to include smoke alarms, carbon monoxide and tenants to test these

<b>Access to your home</b>	<b>2.9(e)</b> You must allow St. Leger Homes of Doncaster staff, Council officers, representatives and their agents access to your home to carry out any necessary repairs upon production of an official identity card.	<b>Revision</b> See 2.14 under new clauses	Covered in clause 2.14 and strengthened
<b>Access to your home</b>	<b>2.9(f)</b> You must ensure that St. Leger Homes of Doncaster staff can gain access to your property in emergency situations without prior notice. This includes Council staff or any representatives or agents working on behalf of St. Leger Homes of Doncaster. We reserve the right to force entry and we will put right the cost of the damage. There are circumstances when you will be charged for the cost of the forced entry if you have failed to give access when reasonably notified.	<b>Revision</b> See 2.14 under new clauses	Covered in clause 2.14 and strengthened
<b>Condition of your home</b>	<b>2.9(g)</b> You must ensure the inside of the property, including fixtures, fittings and decorations are kept to an acceptable standard. If the property is of an unacceptable standard, in the opinion of St. Leger Homes of Doncaster, we can refuse to work in it until it is brought up to a standard that is acceptable.	<b>Revision</b> <b>2.9(e)</b> You must ensure the inside of the property, including fixtures, fittings and decorations are kept to an acceptable standard. If the property is of an unacceptable standard, in the opinion of SLHD, we can refuse to work in it until it is brought up to a standard that is acceptable.  You must report any areas of mould growth at your property to SLHD. Any areas of mould growth need to be inspected by SLHD to determine the cause. If the cause is condensation as a result of poor heat and ventilation you will be responsible for the cleaning and treating the mould growth.  You must ensure that, at all times, there is adequate ventilation and heating within your home and that you follow any advice given by SLHD to prevent condensation. If condensation occurs as a result of a failure to adequately heat or ventilate your home, then you may be responsible for any repair work unless it occurs as a result of disrepair in the property.	Bringing clause up to date with current legislation and strengthened around damp, mould and condensation.  Renumbered clause due to deletion of 2.9 e and f
<b>Access to your home</b>	<b>2.9(h)</b> You must allow access or arrange for access to be provided for the servicing of gas appliances within your property on an annual basis. If you fail to have your	<b>Revision</b> 2.14 new clauses	Covered in new strengthened clause 2.14

	gas appliances serviced annually, we will arrange for a warrant to be served to gain access to the property. If it is identified that there is a genuine risk to health and safety, then St. Leger Homes of Doncaster will apply for a warrant to force entry which could result in your gas supply being capped off. If an application to court for a warrant is made you will be liable for the court costs.		
<b>Access to your home</b>	<b>2.9(i)</b> You must allow access or arrange for access to be provided for the servicing of solid fuel appliances within your property on an annual basis. If you fail to have your solid fuel appliances serviced annually, we will arrange for a warrant to be served to gain access to the property. If an application to court is made for a warrant, you will be liable for any legal costs incurred. You must allow or arrange for access to be provided for the 5-year electrical periodic test within your property. If you fail to allow access, we will arrange for a warrant to be served to gain access to the property. If an application to court is made for a warrant, you will be liable for any legal costs incurred.	<b>Revision</b> see 2.14 New Clauses  2.9(j) becomes 2.9(f)	Covered in clause 2.14
<b>Utility meters</b>	<b>2.9(k)</b> You must not tamper or bypass any utility meters. St. Leger Homes of Doncaster will work with the appropriate utility companies to progress action on your tenancy if it is found that you have tampered or bypassed any meters.	<b>Revision</b> <b>2.9(g)</b> You must not tamper or bypass any utility meters. If you do so, or allow anyone else to do so, action may be taken to end your tenancy, and you may be liable to criminal prosecution.  <ul style="list-style-type: none"> <li>• 2.9(k) becomes 2.9(g) wording changed above</li> <li>• 2.9(l) becomes 2.9(h) no change to wording</li> <li>• 2.9(m) becomes 2.9(i) no change to wording</li> </ul>	Bringing clause up to date with current legislation and states criminal prosecution
<b>Condition of your home</b>	<b>2.9(n)</b> You must ensure that your home does not contain excessive quantities of goods and objects which would inhibit the use of your home or a personal function, this is referred to as Compulsive Hoarding. Compulsive Hoarding can have serious Health and Safety implications due to exits being blocked and fire hazards, including contributing to pest control issues and prevents St. Leger Homes of Doncaster to carry out their statutory duties which include completing annual gas safety checks and other works. Where a tenant is	<b>Revision</b> <b>2.9(j)</b> You must keep your property in a clean and tidy condition. Your household rubbish must be disposed of appropriately. You or any member of your household must not allow an accumulation of personal property or rubbish or other items in the property that: (a) causes or is likely to cause damage or deterioration to the property; or (b) poses an environmental health risk or a health and safety risk to any person lawfully at your property or nearby properties; or (c) prevents safe access to or exit from your property.	Clarification and strengthening of existing clause to include hoarding  Added wording to cover where tenants cause a fire hazard that poses a risk to neighbours as well as themselves  Loft Storage added for reference -

	<p>unwilling to cooperate to remedy the situation appropriate enforcement will be taken. This could be as a breach of the tenant's obligations under the Tenancy Agreement or through other appropriate powers such as Environmental Health</p>	<p>For your safety and to comply with tenancy conditions you must not store any items in the loft area. Lofts are not designed for storage and may contain electrical or structural hazards. Any items found in lofts may be removed and you may be recharged for the cost.</p>	<p>For your safety and to comply with tenancy conditions you must not store any items in the loft area. Lofts are not designed for storage and may contain electrical or structural hazards. Any items found in lofts may be removed and you may be recharged for the cost</p>
<p><b>Alteration and Improvements to your home</b></p>	<p><b>2.10(a)</b> You must not make any physical improvement, alteration or addition to the property or to the fixtures and fittings provided within the property at the initial letting without the prior written consent of St. Leger Homes of Doncaster, unless the physical improvement, alteration or addition is included in the general consent provided in the Customers' Own Improvement Policy. You must not start any works unless you have been provided with the asbestos information for your home. Failure to obtain prior written consent from St. Leger Homes of Doncaster prior to making any physical improvement, alteration or addition will be treated as a breach of tenancy.</p> <p>St. Leger Homes of Doncaster will be fair and consistent in considering requests by tenants to carry out improvements and alterations to their homes. When making decisions St. Leger Homes of Doncaster will consider any potential concerns for neighbouring homes and also protect its own interest in the property.</p> <p>Improvements are defined as:</p> <ul style="list-style-type: none"> <li>· Any addition, removal or alteration to the landlord's fixtures and fittings within the property.</li> <li>· Any addition or alteration connected with the provision of services to the property.</li> <li>· The carrying out of external decoration.</li> <li>· Alterations, removal or replacement to the grounds or boundaries.</li> <li>· The installation of an aerial or satellite dish.</li> <li>· The installation of an external structure which could include a shed, garage, chicken coup, dog run, pigeon loft or aviary.</li> </ul>	<p><b>Revision</b></p> <p><b>2.10(a)</b> You must not make any improvement, alteration or addition to your home without prior written permission from SLHD, in accordance with the <b>Customers Own Improvement Policy</b>. The policy may be updated from time to time and if this happens all tenants will be notified of any changes. This Policy can be viewed on our website at <a href="http://www.stlegerhomes.co.uk">www.stlegerhomes.co.uk</a>. Alternatively, if you require the document in an alternative format, such as large print or coloured background, then please contact us.</p> <p>Alterations include any change inside or outside the property within the curtilage of the property. Any unauthorised alterations will need to be reinstated at the cost of the tenant and failure to do so will be treated as a breach of tenancy conditions. If SLHD are required to reinstate unauthorised alterations, we will recharge you for the cost of the work.</p> <p>You also need permission to install solar panels and EV (Electric Vehicle) charging points</p>	<p>Removal of unnecessary wording from the Tenancy agreement. Specific details have been removed from the Tenancy Agreement but are retained, and can be found, in the Permissions Policy.</p> <p>All the requirements regarding permissions remain</p> <p>Added in Electric Charging Points and Solar Panels for reference - You also need permission to install solar panels and EV (Electric Vehicle) charging points</p>

	<p>Examples of works include:</p> <ul style="list-style-type: none"> <li>· Installing replacement windows and doors both internally and externally.</li> <li>· Any structural works.</li> <li>· Building extensions or buildings e.g., conservatory.</li> <li>· Building or removing a structure in your garden including shed, greenhouse, wall and fencing.</li> <li>· Adding, altering or removing any utility supply which would include gas, electrical or water services.</li> <li>· Adding or replacing kitchen units.</li> <li>· Replacing a bathroom suite or installing additional sanitary ware.</li> <li>· Installing a driveway or pavement crossing.</li> </ul>		
<b>Alteration and Improvements to your home</b>	<p><b>2.10(b)</b> Permission to lay laminate flooring is usually refused unless it is on the ground floor, or if upstairs that it is not immediately above a living or bedroom area. Flooring in flats will only be considered if suitable acoustic underlay is fitted. Permission to lay ceramic flooring will be refused unless laid in a kitchen or bathroom. Where permission has been granted the tenant must allow St. Leger Homes of Doncaster to remove any part or all of the flooring if it needs to do so in order to carry out works. St. Leger Homes of Doncaster will not be liable for the cost to replace or re-lay the flooring following the removal.</p>	<p><b>Removed</b> – see 2.10(a)</p> <p><b>Revision</b></p> <ul style="list-style-type: none"> <li>• Clause 2.10(c) becomes 2.10(b) no change to wording.</li> <li>• Clause 2.10(d) becomes 2.10(c) no change to wording.</li> <li>• Clause 2.10(e) becomes 2.10(d) no change to wording.</li> </ul>	<p>Removal of unnecessary wording from the Tenancy agreement. Specific details have been removed from the Tenancy Agreement but are retained, and can be found, in the Permissions Policy.</p>
<b>Alteration and Improvements to your home</b>	<p><b>2.10(f)</b> St. Leger Homes of Doncaster will consider all applications once:</p> <ul style="list-style-type: none"> <li>· The appropriate tenant permission application form has been submitted and all relevant approvals have been granted from the relevant departments such as planning. St. Leger Homes of Doncaster will make a decision within a reasonable timescale that will be dependent on the complexity of the permission being sought.</li> <li>· Once permission has been granted, St. Leger Homes of Doncaster may attach reasonable conditions that could include but are not limited to: <ul style="list-style-type: none"> <li>o Timescales.</li> <li>o Allowing St. Leger Homes of Doncaster access to the property within a specified number of days of completing the works.</li> </ul> </li> </ul>	<p><b>Removed</b> – see 2.10(a)</p>	<p>Removal of unnecessary wording from the Tenancy agreement. Specific details have been removed from the Tenancy Agreement but are retained, and can be found, in the Permissions Policy.</p>

	<ul style="list-style-type: none"> <li>o Quality and make of material that must be used.</li> <li>o Works must be carried out by a suitably qualified person and certificates must be provided for specified works.</li> <li>o Complying with the appropriate regulations for specified works.</li> </ul> <p>All tenant permission decisions made by St. Leger Homes of Doncaster will be confirmed in writing. In the event that permission is refused St. Leger Homes of Doncaster will not be liable for reimbursing tenants for any costs incurred.</p>		
<b>Alteration and Improvements to your home</b>	<p><b>2.10(g)</b> If improvements are made without prior permission from St. Leger Homes of Doncaster, then you will be instructed to reinstate the alteration. If you are required to do this and fail to reinstate the alteration satisfactorily, you will be recharged the costs incurred by St. Leger Homes of Doncaster to do this on completion of the work. Where you have obtained consent for the alteration of the property, you are responsible for its proper implementation, final approval and ongoing repairs and maintenance, unless otherwise notified by St. Leger Homes of Doncaster. Permission will not be unreasonably withheld.</p>	<p><b>Revision</b></p> <p><b>2.10(e)</b> Where SLHD have provided you with consent to carry out any alterations, improvements, or addition, we will inspect all works on completion, if the inspection identifies non-compliance with the agreement, then necessary remedial works will have to be carried out. If the tenant fails to carry out the remedial work SLHD will have the works carried out and the tenant will be charged for any costs incurred</p>	<p>Clarification of existing clause to say what inspecting.</p> <p>Renumbered clause from g to e due to deleted clauses</p>
<b>Alteration and Improvements to your home</b>	<p><b>2.10(h)</b> St. Leger Homes of Doncaster will inspect all works on completion, if the 17 inspection identifies non-compliance with the agreement, then necessary remedial works will have to be carried out. If the tenant fails to carry out the remedial work St. Leger Homes of Doncaster will have the works carried out and the tenant will be charged for any costs incurred</p>	<p><b>Removed</b> – see 2.10 (a)</p>	<p>Covered in clause 2.10(a)</p>
<b>Alteration and Improvements to your home</b>	<p><b>2.10(i)</b> Must not fit TV aerials, CB aerials or satellite dishes to maisonettes or flats and not fit satellite dishes to any properties owned by the Council without the prior written consent of St. Leger Homes of Doncaster. Approval will always be subject to the Councils planning policies being adhered to and any charges set out by the Council would be the tenant's responsibility to pay. Permission to fit TV aerials, CB aerials and satellite</p>	<p><b>Removed</b> – see 2.10 (a)</p>	<p>Covered in clause 2.10(a)</p>

	dishes will be declined to anyone living in a flat, maisonette or any other property that has a communal aerial or satellite dish already installed by St. Leger Homes of Doncaster		
<b>Alteration and Improvements to your home</b>	<b>2.10(j)</b> Must not install CCTV without the prior written consent of St. Leger Homes of Doncaster. If permission to install CCTV is granted, it must be fixed cameras and only view your own private space and not look out on to any public areas. It must meet the requirements of the Data Protection Act and Human Rights Act and access must be given to St. Leger Homes of Doncaster to view this, if requested	<b>Revision</b> <b>2.10(f)</b> Must not install CCTV or Ring Doorbells without the prior written consent of SLHD. If permission is granted, it must meet the requirements of the Data Protection Act and Human Rights Act and access must be given to SLHD to view this, if requested. You as the tenant must adhere to the General Data Protection Act Regulations in recording, viewing, storing, and using footage. If you are breaching these regulations, we will ask you to remove the devices.	Amended wording around CCTV and added Ring Doorbells – clarification on adhering to GDPR regarding footage.  Renumbered clause due to deleted clauses
<b>Ending your tenancy</b>	<b>2.12(a)</b> You must give the Council at least four weeks' notice of your intention to end your tenancy. If you hand your keys in without giving notice, this will result in a full four weeks rent being charged to your account. Notice must be in writing by letter or in person at your local office, this will be acknowledged in writing. The tenancy will end on the last day of the four-week period (28 calendar days) and the rent will be due up to and including the final day. You will also be asked to provide a forwarding address. If you wish to retract or extend your notice this must be given in writing by letter or in person at your local office. This will have to be agreed by a Service Manager and depending on the circumstances, requests can be declined, this will be acknowledged in writing.	<b>Revision</b> <b>2.12(a)</b> If you want to end your tenancy then you must give SLHD a minimum of four clear weeks' written notice (a "notice to quit"). That notice to quit must expire on a Sunday. You MUST return all keys for your property by 12:00 noon on the Monday after your notice to quit expires.  A written form is available from SLHD that you can complete and return to ensure that notice is given properly. You will also be asked to provide a forwarding address.  You must return all keys to the property to SLHD by 12 noon on the day you leave, (including gas and electric meter keys where appropriate). You may hand your keys in before your notice period expires but you may be charged rent for the whole period. You agree that SLHD may accept the keys from some other person where it reasonably appears that the other person is returning the keys on your behalf. If you leave the property after giving notice and fail to return the keys by the specified time SLHD will change the locks and recharge the cost to you.	Bringing clause up to date with current policy and changing any day terminations to fixed day terminations ending on a Sunday



<b>Ending your tenancy</b>	<b>2.12(b)</b> When you leave the property, it must be left in good condition. This includes removing all items from the property and garden, including the loft space. Ensuring that the property is clean and left in good decorative order throughout, this includes any fixtures and fittings. All lawns and hedges must be trimmed and borders left tidy and free of litter and any waste, including any type of faeces. The black and green refuse bins and recycling boxes should be left in situ and be clean and empty. If any improvement, addition or alteration has been carried out either with or without permission, the addition or alteration should be restored or reinstated to its original state unless advised otherwise, this includes external structures	<b>Revision</b> <b>2.12(b)</b> When you leave the property, it must be left in good condition. This includes removing all items from the property and garden, including the loft space, ensuring that the property is clean and left in good decorative order throughout. This includes any fixtures and fittings. All lawns and hedges must be trimmed, and borders left tidy and free of litter and any waste, including any type of faeces. The waste and recycling boxes should be left in situ and be clean and empty. If any improvement, addition, or alteration has been carried out without permission, the addition or alteration should be restored or reinstated to its original state unless advised otherwise. This includes external structures. If you fail to restore/reinstate the condition of your property before you leave, then SLHD may carry out those works and recharge you for the cost.	Delete colour of waste bins Advise will recharge for remedial works if not put right before leaving
<b>Ending your tenancy</b>	2.12(c) In the event of your death and you are the sole tenant, your tenancy will need to be terminated by a third party who is normally your next of kin. They will need to provide a death certificate. Rent continues to be payable after the death and until the keys are returned to St. Leger Homes of Doncaster.	<b>Revision</b> 2.12(c) In the event of your death and you are the sole tenant unless someone qualifies to succeed to your tenancy your tenancy will not automatically end on your death. If you have appointed an executor of your estate (or there is an administrator) then that person will need to end your tenancy on your behalf. If no such person has been appointed, then SLHD will take steps to end your tenancy. Rent continues to be payable after the tenancy ends.	Update to align with legislation
<b>Ending your tenancy</b>	2.13(a) Abandoning your tenancy	Renumber to 2.12(e) no change to wording	
<b>Ending your tenancy</b>	<b>2.13(b)</b> In the event that St. Leger Homes of Doncaster regains possession of the property through the court, we will remove and store any items left in the property but not rubbish, damaged goods or items of no value. We will serve a notice under the provisions of Section 41 of the Local Government (Miscellaneous Provisions) Act 1982, telling you when you must collect your possessions. We will send the notice to your last known address or to any	<b>Revision</b> <b>2.12(f)</b> In the event that you permanently leave the property we will remove and store any items left in the property, but not rubbish, damaged goods or items of no value. Where possible, we will serve a notice under the provisions of Section 41 of the Local Government (Miscellaneous Provisions) Act 1982, telling you when you must collect your possessions. We will send the notice to your last known address or to any forwarding address that you have provided.	Bringing clause up to date with current policy and to include any permanent vacations, not just evictions. Renumbered in line with renumbered clause above

	forwarding address that you have provided. If the items are not collected, we will dispose of them and charge you for the cost of storage and disposal.	If the items are not collected, we will dispose of them and charge you for the cost of storage and disposal.	
<b>High Risk Buildings</b>	Not currently in agreement	<p><b>New Clause</b> <b>2.13</b></p> <p>The Building Safety Act 2022, Fire Safety Act 2021 and Fire Safety England Regulations 2022 aim to ensure that tenants are safe in their homes and put stipulations on local authorities and tenants to increase building and fire safety. The Building Safety Act defines higher-risk buildings as those which are 18 metres or higher and/or have at least 7 storeys. If you reside in one of these buildings, then this section relates to you. Along with all other obligations, these additional obligations are for these tenants.</p> <ul style="list-style-type: none"> <li>• <b>2.13 (a)</b> You must allow access for all checks relating to building and fire safety including sprinkler maintenance and fire doors checks</li> <li>• <b>2.13 (b)</b> You must keep balconies clear and free from clutter and hazards and not store any combustible materials</li> <li>• <b>2.13 (c)</b> You must not breach compartmentation in your flat by compromising fire safety measures</li> <li>• <b>2.13(d)</b> You must not do anything to prevent the effective operation of the sprinkler system in your flat at any time</li> </ul>	Ensuring tenants are aware and understand their obligations who live in higher-risk buildings in line with the Building Safety Act 2022 and Fire Safety Act 2021
<b>Access to your home</b>	Not currently in Agreement	<p><b>New Clause</b></p> <p>Replaces current 2.3(n), 2.9(e), 2.9(f), 2.9(h), 2.9(j)</p> <p><b>2.14(a)</b> Our staff or approved contractors working for SLHD will be required to access your home, (upon production of an official identity card). We will endeavour to ensure you are given prior notification of when access is required, and you should not unreasonably deny access. Failure to allow access will result in</p>	<p>Clarification and strengthening of existing clause.</p> <p>No access is an increasing problem and costly to the business. We intend to be stricter on this issue and recharge costs to tenants in an effort to reduce the</p>

		<p>legal proceedings which could incur costs to you. We may also charge you for missed appointments and abortive visits.</p> <p>Accessing your property, particularly for essential repairs and maintenance is paramount for your safety and those in your neighbourhood and we will always reserve the right to enforce this and gain entry where necessary.</p> <p>Reasons for access include-</p> <ul style="list-style-type: none"> <li>• Electrical Installation Conditions Report (EICR) 5 yearly</li> <li>• Gas Servicing - Annual</li> <li>• Solid Fuel servicing visits</li> <li>• Asbestos surveys</li> <li>• Access to carry out necessary repairs.</li> <li>• visits linked to investigating alleged anti-social behaviour.</li> <li>• Work linked to improving the energy efficiency of your home.</li> <li>• Fire Safety regulation checks.</li> <li>• General inspections and Keeping in Touch visits.</li> <li>• Show an applicant from the Housing Register around the property when you have given notice to vacate.</li> </ul> <p>In an emergency, where you cannot be contacted, we may need to force entry to your home. If this occurs, we will ensure any damage to locks or doors is repaired, and we may recharge these costs to you depending on the circumstances.</p>	<p>incidences of no access and abortive appointments</p> <p>2.14(a) added Contractors working for SLHD to be able to access homes.</p>
<b>Access to your home</b>	Not currently in agreement.	<p><b>New</b></p> <p><b>2.14(b)</b> You must allow SLHD to undertake necessary repairs, maintenance and improvements to your property to ensure properties meet the necessary regulatory standards including energy efficiency, Decent Homes Standard and Health, Safety and Compliance standards. Failure to allow work to be undertaken may result in legal enforcement action being taken against you to allow the work to be completed and you may be required to pay the costs associated with such action.</p>	<p>New clause to ensure necessary works can be completed and regulations met</p>

<b>Access to your home</b>	Not currently in agreement.	<b>New</b> <b>2.14(c)</b> You must allow SLHD to reasonably fit monitoring equipment in your home to assist in diagnosing defects or plan energy efficient improvements. Failure to allow monitoring equipment to be fitted may result in legal enforcement action being taken against you to ensure equipment can be fitted and you may be required to pay the costs associated with such action.	New clause to ensure necessary works can be completed and meet carbon neutral requirements.
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## Section 3 - The Councils Obligations

Topic	Conditions in existing agreements (secure and intro-secure)	Proposed changes/revisions in proposed agreement	Proposed change and reason
<b>Repairs and Maintenance</b>	<p><b>3.1(a)</b> St. Leger Homes of Doncaster will carry out repairs for which they are responsible for within a reasonable period of time after they have been notified of the need for the repair. St. Leger Homes of Doncaster will not be responsible for minor repairs including the jobs identified in the list below.</p> <ul style="list-style-type: none"> <li>• Renewal of line to rotary drier(s) (except in sheltered schemes).</li> <li>• Renewal of doorbells and batteries that have been fitted by St. Leger Homes of Doncaster.</li> <li>• Repairing TV aerial sockets unless they are part of a communal system.</li> <li>• Replacing lost keys or gaining access if locked out.</li> <li>• Replacing fluorescent tube(s), starter(s) and lamp holder skirt(s) (the part that holds your lamp shades on), pull cord(s) and toggle(s).</li> <li>• Resetting of trip switch(es) on the consumer unit(s)/fuse board.</li> </ul> <p>The only exceptions to this policy are listed below:</p> <p>1. Tenants aged 60 or over</p>	<p><b>Revision</b></p> <p><b>3.1(a)</b> SLHD will carry out repairs for which we are legally responsible within specified timescales following you reporting the repair to us.</p> <p>The timescales for these repairs, and details of which repairs we are responsible for, are contained within the Repairs and Maintenance Policy. The Policy may be updated from time to time and if this happens all tenants will be notified of any changes. This Policy can be viewed on our website at <a href="http://www.stlegerhomes.co.uk">www.stlegerhomes.co.uk</a>. Alternatively, if you require the document in an alternative format, such as large print or coloured background, then please contact us.</p> <p>There are certain items of repair for which the tenant is responsible.</p> <p>Tenant responsible repairs include;</p> <ul style="list-style-type: none"> <li>• Replacing fluorescent tube(s), lightbulbs, starter(s) and lamp holder skirt(s) (the part that holds your lamp shades on), pull cord(s) and toggle(s).</li> <li>• Repairing TV aerial sockets unless they are part of a communal system.</li> </ul>	<p>Add information on Repairs Policy</p> <p>Amended repairs which tenants are responsible for</p> <p>Amalgamate 3.1(d) into this clause regarding wilful damage</p>

	<p>2. Tenants living in purpose built senior citizens accommodation</p> <p>3. Tenants in receipt of incapacity benefit</p> <p>4. Tenants with medical evidence stating that they are incapable of carrying out minor repairs</p>	<ul style="list-style-type: none"> <li>Resetting of trip switch(es) on the consumer unit(s)/fuse board.</li> <li>Replacing plumbing furniture and fixings; toilet seat, plug and chain, toilet roll holders, shower curtain and shower rail.</li> <li>Replacing decorative joinery furniture and fixings; dado rail, curtain batons, curtain rails.</li> <li>Filling decorative crack(s) to wall(s) or ceiling(s) (cracks no wider than a £1 coin thickness).</li> <li>Renewal of line to rotary or line driers.</li> <li>Internal decoration</li> <li>Any tenants' own improvements</li> </ul> <p>The tenant will also be responsible for the repair, or replacement of any item (excluding fair wear and tear) in a property whereby the damage is caused through.</p> <ul style="list-style-type: none"> <li>The tenant and/or any other individual residing at the property.</li> <li>Any individual knowingly allowed into the property.</li> <li>Any household pet and/or animal knowingly allowed into the property.</li> </ul> <p>If the damage causes a threat to the health and safety of persons or property, then the repairs will be carried out by SLHD, and the costs incurred may be recharged to the tenant. Further details of recharges can be found in SLHD's recharge policy.</p> <p>The only exceptions to this policy are listed below:</p> <ol style="list-style-type: none"> <li>Tenants aged 60 or over</li> <li>Tenants living in purpose built senior citizens accommodation</li> <li>Tenants in receipt of incapacity benefit</li> <li>Tenants with medical evidence stating that they are incapable of carrying out minor repairs</li> </ol>	
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<b>Repairs and Maintenance</b>	<p><b>3.1(d)</b> St. Leger Homes of Doncaster <b>will not</b> be responsible for fixtures and fittings which have been damaged by you, your friends, relatives and any other person living in or visiting the property, they may not be repaired unless the tenant agrees to meet the cost of repair. If the damage creates a threat to the health and safety of persons or property then the repair will be carried out by St. Leger Homes of Doncaster and the costs incurred may be recharged to the tenant(s) once completed.</p>	<p><b>New</b></p> <p><b>3.1(d) Carrying out repairs</b> SLHD delivers its repairs and maintenance obligations through three different approaches.</p> <ul style="list-style-type: none"> <li>• The 'One' Repairs Service</li> <li>• Planned Maintenance</li> <li>• Cyclical Maintenance.</li> </ul> <p>Further details and timescales of repairs can be found in our Repairs and Maintenance Policy as referred to earlier.</p>	<p>Original 3.1(d) amalgamated with 3.1(a) New 3.1(d) is new and sets out how we carry out repairs</p>
<b>Disrepair Claims</b>	Not in current agreement	<p><b>New</b></p> <p><b>3.1 (e)</b> we will not accept any case or claim regarding disrepair unless you have contacted us in the first instance and gone through our alternate dispute resolution process.</p>	New clause not in current agreement to ensure we have opportunity to resolve issues before claims pursued
<b>Damage to belongings</b>		<p><b>New</b></p> <p><b>3.1(f)</b> SLHD will not be responsible for any damage to your property including decorations or loss from the property due to fire, flood, theft, burst pipes or similar events, unless it can be shown that this is caused by SLHD's negligence, breach of contract or breach of statutory duty. (Note this does not affect the duties to repair set out in section 3.1(c)). You are advised to obtain insurance to cover such damage or loss.</p>	New clause relating to tenants own belongings damaged
<b>Address for Notices</b>	<p><b>3.2</b> In line with Section 48 (1) of the Landlord and Tenant Act 1987 the Council notifies you that the address for service is: St. Leger Homes of Doncaster Limited St. Leger Court White Rose Way Doncaster DN4 5ND The serving of any notices by the Council or St. Leger Homes of Doncaster in respect of your tenancy shall be done either by personal service or by delivering the notice to your or the intended recipient's last known address.</p>	<p><b>Revision</b></p> <p><b>3.2</b> In line with Section 48 (1) of the Landlord and Tenant Act 1987 the Council notifies you that the address for service is: St. Leger Homes of Doncaster Limited, Civic Office, Waterdale, Doncaster, DN1 3BU. The serving of any notices by the Council or St. Leger Homes of Doncaster in respect of your tenancy shall be done either by personal service or by delivering the notice to your or the intended recipient's last known address.</p>	Change of office address

<b>Right to Buy</b>	<b>4.1(a)</b> To buy the house if he or she has been a tenant for at least three years and the property is not adapted.	<b>Revision</b> <b>4.1(a)</b> To buy the house if he or she has been a tenant for at least three years and the property is not exempt for the right to buy scheme. You should contact SLHD for further information if required.	Bringing up to date with current legislation
<b>Right to succession of tenancy</b>	<b>4.1(f)</b> The right to Succession in the event of your death the following people have the right to succeed your tenancy: · your spouse or civil partner as long as there has been no previous succession to this tenancy. · or any member of your family that has been living with you at the time of death and has been there for the previous twelve months, additionally there must have been no previous succession to this tenancy. Exceptions to this rule are that if the property has been adapted for a disabled person or it is bound by an age limit. Council tenancies can only be succeeded once under Section 91 of the Housing Act 1985	<b>Revision</b>  Automatic succession rights will be limited to <b>spouse only</b> . Applications from other family members will be considered and if appropriate, a new introductory tenancy will be granted for the remaining occupant. The relative must have lived there 12 months and be eligible under the allocation policy	Revision made to - Automatic succession rights will be limited to spouse only. Applications from other family members will be considered and if appropriate, a new introductory tenancy will be granted for the remaining occupant. The relative must have lived there 12 months and be eligible under the allocation policy
<b>Advice concerning Tenancy Agreement</b>	<b>7.2</b> Advice Concerning this Agreement If you wish to discuss this agreement with a representative of St. Leger Homes of Doncaster you should contact your local area office or alternatively write to: St. Leger Homes of Doncaster Ltd St. Leger Court White Rose Way Doncaster DN4 5ND	<b>Revision</b> <b>7.2</b> Advice Concerning this Agreement If you wish to discuss this agreement with a representative of SLHD you should contact your local area office or alternatively write to: St. Leger Homes of Doncaster Ltd, Civic Office, Waterdale, Doncaster, DN1 3BU	Change of office address
<b>Tenant Voice</b>	<b>8.5(a)</b> We believe that all tenants should have the opportunity to play an active role in the management and development of the Housing Services provided by St. Leger Homes of Doncaster, through Governance and the Menu of Involvement.	<b>New</b> <b>8.5</b> SLHD are passionate about giving tenants the opportunity to be involved, have your say and a voice. We always want to hear feedback and will always listen and use this to shape our services and policies going forward. We will also consult tenants on matters affecting their home and where they live, using a variety of methods and will feed back following consultation to show where we have listened to the views of tenants and the feedback has made a difference. SLHD have a Tenant Voice Model which provides many different ways for you to be involved and have your say about	New clause not in current agreement and replaces other clauses around tenant involvement and aligns with our Tenant Voice Strategy

		<p>our services. There are many different levels where tenants can be involved:</p> <ul style="list-style-type: none"> <li>• Tenant representation on SLHD Board</li> <li>• Play a key role in consultation and scrutiny either on our One Voice Forum or Tenant Scrutiny Panel</li> <li>• Play a key role in your local area by being a member of a Tenant and Resident Association or a Tenant Club using our Communal Halls.</li> <li>• Help us monitor how we deliver our services by getting involved in mystery shopping</li> <li>• There are lots of opportunities for you to get involved via our Get Involved Group either virtually or in person or by completing a survey, or being part of a focus group.</li> </ul> <p>We will keep tenants updated on our performance using variety of methods, including the production of an Annual Review document”.</p> <p>We will keep you informed about changes that affect your tenancy and your home, and we will be open and transparent and ensure key policies are easily accessible at all times.</p>	
<b>Tenant Voice</b>	<b>8.5(b)</b> All tenants have the right to start or join a local tenants association or other tenants groups. Our local Area Housing Offices can tell you more about the groups in your area and how you can become more involved.	<b>Removed – see 8.5</b>	Covered in 8.5
<b>Tenant Voice</b>	<b>8.6 (a)</b> We will consult you on matters affecting your home and your tenancy, before making changes in matters of Housing Management or Maintenance, which are likely to have a substantial effect on your tenancy. We will extend this consultation to tenants groups where appropriate. We will give everyone the chance to make their views known within a reasonable time.	<b>Removed – see 8.5</b>	Covered in 8.5
<b>Tenant Voice</b>	<b>8.7(a)</b> You have the right to information from us about various things including but is not limited to the terms of this Tenancy Agreement and about our repairing obligations and our policies and procedures on tenant consultation, housing allocation and transfer	<b>Removed – see 8.5</b>	Covered in 8.5



<b>Tenant Voice</b>	<b>8.7(b)</b> We will send you information on things affecting your home and on our performance on a regular basis	<b>Removed</b> – see 8.5	Covered in 8.5
<b>Notes for Tenants Complaints</b>	<p><b>8.4 (a)</b> We operate a formal complaints procedure of which details are available from us. If you felt that we have broken this agreement or not performed any obligation in it, you should first complain to us giving us the details of the breach or none performance.</p> <p><b>8.4(b)</b> If we fail to deal with the complaint or you believe that we have continued not to comply with this agreement, you can obtain advice and information about legal remedies from your local Citizens Advice Bureau, Law Centre or Solicitor. You can also complain to the Independent Housing Ombudsman, although you should first try to resolve your complaint through our complaints procedure.</p>	<p><b>Revision</b> Renumbering Clauses 8.1 to 8.3 becomes 9.1 to 9.3</p> <p><b>9.4 (a)</b> We have a Compliments, Comments and Complaints Policy, details of which can be found on our website or by contacting the Customer Access Team on 01302 862862. If you feel we have broken this tenancy agreement or not performed any obligation in it, you should first complain to us giving the details of the breach or non-performance.</p> <p><b>9.4(b)</b> If we fail to deal with the complaint, or you believe that we have continued to not comply with this tenancy agreement, you can obtain advice and information about legal remedies from your local Citizens Advice Bureau, Law Centre or Solicitor. You can also complain to the independent Housing Ombudsman, although you should first try to resolve your complaint through our complaint's procedure.</p>	<p>No changes to wording</p> <p>Update as per our policy</p>
<b>Data Protection</b>	<b>8.8(a)</b> The Data Protection Act 1998 St. Leger Homes of Doncaster process data in accordance with the Data Protection Act and our Data Protection policy provides more information about how we handle your personal data.	<p><b>Revision</b></p> <p><b>9.5(a)</b>SLHD process data in accordance with the Data Protection Act 2018, the UK General Data Protection Regulation (GDPR) and our Privacy Notice provides more information about how we handle your personal data.</p>	<p>Bringing up to date with current legislation</p> <p>Numbering changed from Section 8 to section 9</p>
<b>Data Protection</b>	<b>8.8(b)</b> Information collected and stored St. Leger Homes of Doncaster may be used and shared with external organisations and the internal departments for the purpose of helping you adhere to the terms and conditions of this Tenancy Agreement and to help and support our tenants to sustain their tenancies.	<p><b>Revision</b></p> <p><b>9.5(b)</b>Information collected and stored by SLHD may be used and shared in accordance with our Privacy Notice, a copy of which can be found on our website – <a href="http://www.stlegerhomes.co.uk">www.stlegerhomes.co.uk</a></p>	Bringing up to date with current legislation

<b>Data Protection</b>	<b>8.8(c)</b> Except as required by law, St. Leger Homes of Doncaster may receive or share information with third parties. However, information will be shared where a protocol has been drawn up and agreed between the parties and agreed by the Board and where the protocol forms part of the correct operation of St. Leger Homes of Doncaster's activities	<b>Removed</b> – see 9.5(b)	Covered in clause 9.5(b)
<b>Data protection</b>	<b>8.8(d)</b> It is difficult to cover all eventualities where a disclosure may be necessary and any disclosure outside this policy may therefore be authorised by St. Leger Homes of 32 Doncaster Chief Executive or any Head of Department and will be in accordance with the Data Protection Act 1998 and the European Convention of the Human Rights Act.	<b>Removed</b> – see 9.5(b)  Clauses 8.9 (a-d) becomes 9.6 (a-d) Wording unchanged  Clause 8.11 becomes 9.8 Wording unchanged	Covered in clause 9.5(b)
<b>Protection of children and vulnerable adults</b>	<b>8.10</b> St. Leger Homes of Doncaster have a duty to act in the best interests of children and vulnerable adults to protect them from harm as dictated in national policies and guidance. These include the Children Act (1989 & 2004), Working Together to Safeguard Children (2015) and the Care Act (2014). Indicators of abuse include but are not limited to physical abuse, neglect, sexual abuse, child sexual exploitation, emotional abuse, financial abuse, discriminatory abuse, domestic abuse, modern slavery, self-neglect, female genital mutilation and private fostering. St. Leger Homes of Doncaster have a duty to raise concerns of safeguarding in line with the Safeguarding Children and Adults procedure	<b>Revision</b> <b>9.7</b> SLHD have a duty to act in the best interests of children and vulnerable adults to protect them from harm as required in national policies and guidance. These include the Children Act (1989 & 2004) , Working Together to Safeguard Children and the Care Act (2014). Indicators of abuse include but are not limited to physical abuse, neglect, sexual abuse, child sexual exploitation, emotional abuse, financial abuse, discriminatory abuse, domestic abuse, modern slavery, self-neglect, female genital mutilation and private fostering. SLHD have a duty to raise concerns of safeguarding in line with the Safeguarding Children and Adults procedure	Bringing up to date with current legislation
<b>Definitions</b>	Not currently in agreement	<b>Revision</b> Section 9 clauses 9.1-9.40 become section 10 clauses 10.1-10.40  <b>New</b> 10.5 The term Anti-Social Behaviour (ASB) is taken as the definition from the Anti-Social Behaviour, Crime and Policing Act 2014 as; 10.5(a) conduct that has caused, or is likely to cause, harassment, alarm, or distress to any person.	Adding definition of Anti-Social Behaviour (ASB)

		10.5(b) conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, or; 10.5(c) conduct capable of causing housing-related nuisance or annoyance to any person	
<b>Relevant Policies</b>	Not in current agreement	<p><b>New</b></p> <p><b>Section 11</b> – Relevant Policies and Strategies relating to this agreement include:</p> <ul style="list-style-type: none"> <li>• Housing Management Policy</li> <li>• Tenant Voice Strategy</li> <li>• Asset Management Strategy</li> <li>• Environmental Strategy</li> <li>• Repairs Policy</li> <li>• Customer Own Improvements Policy</li> <li>• Damp and Mould Policy</li> <li>• Recharge Policy</li> <li>• Compliments, Comments and Complaints Policy</li> <li>• Anti-Social Behaviour Policy</li> <li>• Safeguarding Policy</li> <li>• Vulnerable Persons Policy</li> <li>• Unacceptable Behaviour Policy</li> <li>• No Access Policy</li> </ul> <p>These Policies can be viewed on our website at <a href="http://www.stlegerhomes.co.uk">www.stlegerhomes.co.uk</a>. Alternatively, if you require a document in an alternative format, such as large print or coloured background, then please contact us.</p>	<p>New clause detailing existing Policies and Strategies</p> <p>Added in additional policies- Anti-Social Behaviour Policy Safeguarding Policy Vulnerable Persons Policy Unacceptable Behaviour Policy No Access Policy</p>

#### Key

Term	Abbreviation
St Leger Homes of Doncaster	SLHD
City of Doncaster Council	CDC
Anti-Social Behaviour	ASB