SUMMARY OF THE PROPOSED CHANGES TO THE TENANCY AGREEMENT

This document explains all the proposed changes to your tenancy agreement and their effect. If you or anybody you know requires this or any other information in another language or format, then please contact us and we will do our best to provide this for you.

1. Portuguese

Este documento explica todas as alterações propostas ao seu contrato de locacão (arrendamento) e os seus efeitos. Se você ou alguém que você conhece precisar desta ou de qualquer outra informação em outro idioma ou formato, entre em contato conosco e faremos o melhor possivel para providenciar esta informação para você.

2. Farsi

این سند تمام تغییرات پیشنهادی در قرارداد اجاره شما و تأثیر آنها را توضیح می دهد. اگر شما یا هر کسی که می‌شناسید به این یا هر اطلاعات دیگری به زبان یا قالب دیگری نیاز دارید، لطفاً با ما تماس بگیرید و ما کامل کوشش خود را می‌کنیم تا این اطلاعات را برای شما فراهم کنیم.

3. Finnish

Tämä asiakirja selittää kaikki ehdotetut muutokset vuokrasopimukseesi ja niiden vaikutukset. Jos sinä tai joku tuttavasi tarvitsee tämän tai muun tiedon toisella kielellä tai eri muodossa, ota meihin yhteyttä, niin teemme parhaamme toimittaaksemme sen sinulle.

4. Arabic

تشرح هذه الوثيقة جميع التغييرات المقترحة على عقد الإيجار الخاص بك وآثارها. إذا كنتَ أو أي شخص تعرفه بحاجة إلى هذه المعلومات أو أي معلومات أخرى بلغة أو صيغة أخرى، يُرجى التواصل معنا وسنبذل قصارى جهدنا لتوفيرها لك.

5. French

Ce document explique toutes les modifications proposées à votre contrat de location et leurs effets. Si vous ou l'une de vos connaissances souhaitez obtenir ces informations ou toute autre information dans une autre langue ou sous un autre format, veuillez nous contacter ; nous ferons de notre mieux pour vous les fournir.

6. Bengali

আপনার ভাড়া চুক্তিতে প্রস্তাবিত সমস্ত পরিবর্তন এবং তাদের প্রভাব এই দলিলে ব্যাখ্যা করা হয়েছে। যদি আপনি বা আপনার পরিচিত কারোর এটি বা অন্য কোনো রীতি বা ভাষার কোনো তথ্যের প্রয়োজন হয়, তাহলে অনুগ্রহপূর্বক আমাদের সাথে যোগাযোগ করুন, এবং আমরা আপনাকে এটি সরবরাহ করার জন্য সর্বোচ্চ চেষ্টা করব।.

7. Welsh

Mae’r ddogfen hon yn egluro’r holl newidiadau arfaethedig i’ch cytundeb tenantiaeth a’u heffaith. Os ydych chi neu rywun rydych chi’n adnabod angen hyn neu unrhyw wybodaeth arall mewn iaith neu fformat arall, cysylltwch â ni ac fe wnawn ein gorau i ddarparu hyn i chi.

8. Bulgarian

Този документ обяснява всички предложени промени във вашия договор за наем и техния ефект. Ако вие или някой, когото познавате, се нуждае от тази или друга информация на друг език или в различен формат, моля свържете се с нас и ние ще направим всичко възможно да ви я предоставим.

9. Italian

Questo documento spiega tutte le modifiche proposte al suo contratto di locazione e i loro effetti. Se tu o qualcuno che conosci ha bisogno di queste o altre informazioni in un’altra lingua o formato, contattaci e faremo del nostro meglio per fornirtele.

10. Polish

Niniejszy dokument wyjaśnia wszystkie proponowane zmiany w umowie najmu i ich skutki. Jeśli Państwo lub ktoś, kogo znacie, potrzebujecie tych lub innych informacji w innym języku lub formacie, skontaktujcie się z nami, a my dołożymy wszelkich starań, aby Wam je dostarczyć.

11. Kurdish Sorani

ئەم بەڵگەنامەیە هەموو ئەو گۆڕانکارییە پێشنیارکراوانە دەخاتەڕوو کە بەسەر گرێبەستیی کرێچیبوونەکەتدا دێن، هەروەها کاریگەرییەکانی ئەم گۆڕانکارییانەش رووندەکاتەوە. ئەگەر تۆ یان هەر کەسێک کە دەیناسیت پێویستی بەم زانیارییە یان هەر زانیارییەکی تر یان بە زمانێکی تر، ئەوا تکایە پەیوەندیمان پێوەبکە و ئێمە هەموو هەوڵێک دەدەین بۆئەوەی بۆتی دابینبکەین.

12. Spanish

Este documento explica todos los cambios propuestos en relación a su contrato de arrendamiento y su efecto. Si usted o alguna persona que conozca requiere de esta u otra información en otro idioma o formato, entonces por favor contacte con nosotros y haremos lo posible para facilitarselo.

13. German

Dieses Dokument erklärt alle geplanten Änderungen an Ihrem Mietvertrag sowie deren Auswirkung. Wenn Sie oder jemand, den Sie kennen, diese oder andere Informationen in einer anderen Sprache oder in einem anderen Format benötigen, dann setzen Sie sich bitte mit uns in Verbindung und wir werden unser Bestes tun, das zur Verfügung zu stellen.

14. Latvian

Šis dokuments izskaidro visas ierosinātās izmaiņas jūsu īres līgumā un to ietekmi. Ja jums vai kādam, ko pazīstat, ir nepieciešama šī vai cita informācija citā valodā vai formātā, lūdzu, sazinieties ar mums, un mēs darīsim visu iespējamo, lai to nodrošinātu.

15. Turkish

Bu belge, kiracilkik sozlesmenizde onerilen tum degisiklikleri ve bunlarin etkisini aciklamaktadir. Siz veya tanidiginiz herhangi biri bunu veya baska bir bilgiyi, herhangi bir dilde veya formatta isterse, lutfen bizimle iletisime gecin ve bunu saglamak icin elimizden geleni yapariz.

16. Lithuanian

Šiame dokumente paaiškinami visi pasiūlyti nuomos sutarties pakeitimai bei jų poveikis. Jei pageidaujate šios informacijos ar žinote, kam reikėtų šio dokumento vertimo kita kalba ar pateikimo kitu formatu, susisiekite su mumis ir mes padarysime viską, kad suteiktume ją Jums.

17. Simplified Chinese

本文件解释了对您的租约提出的所有**改**动**及其影响。如果您或您**认识的任何人需要其他语言或格式的信息，请联系我们，我们将尽力为您提供。

18. Russian

Этот документ объясняет все предлагаемые изменения в вашем договоре аренды и их последствия. Если вам или кому-либо из ваших знакомых требуется эта или любая другая информация на другом языке или в другом формате, пожалуйста, свяжитесь с нами, и мы постараемся предоставить её для вас.

Tenancy Agreement Variation Consultation

We would like to hear your views on the proposed changes to Tenancy Agreements for council tenants.

Why are we consulting?

Currently, BCP Council tenants in Bournemouth and Poole have tenancy agreements with different terms and conditions. The proposed changes will ensure that most existing tenants and all new tenants will have the same Tenancy Agreement.

These proposed changes are outlined in the summary document below with Part 1 detailing the changes for Bournemouth tenants and Part 2 detailing the changes for Poole tenants.

Your statutory rights as set out in the Housing Act 1985 **are not affected** by the proposed changes. **Please note that you will not be required to sign a new tenancy agreement.**

Who could be affected by the proposed changes?

Most of our tenants have a lifetime secure tenancy that has no end date or have an introductory tenancy. Any tenant with these tenancies will have their terms and conditions varied.

In January 2024, the council agreed that it would no longer offer flexible fixed term tenancies to new tenants. These are tenancies with an end date, and which are subject to review to see if a new tenancy can be granted. We cannot vary the terms and conditions of tenants who currently have this type of tenancy as the law does not allow this. At the end of the fixed term, they will automatically convert to lifetime secure tenancies unless we take legal action to end them. These tenants will remain on their existing terms and conditions unless they move home. Those tenants whose fixed term tenancies have already converted to lifetime secure tenancies will have their terms varied.

We will continue to offer all new tenants a 12-month introductory tenancy. This is a trial period and at the end of the introductory period the tenancy will convert to a secure tenancy unless we have extended it by a further six months or have taken legal action to end the tenancy because a tenant has failed to meet the terms of their tenancy.

How to take part

Please tell us your views by:

- Reading the Summary Document below detailing the proposed changes along with the proposed new Tenancy Agreement before giving us your views
- Completing the online survey on our website at https://haveyoursay.bcpcouncil.gov.uk/tenancy-variation or;

- Completing the paper survey we have sent you or download a paper copy and returning it to the address below by the deadline:

  Tenancy Agreement Variation Consultation, Research and Consultation Team, BCP Council, Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY; or drop them into the 'Have Your Say' boxes in any of BCP Council libraries. If you live in sheltered or independent senior living accommodation, you can hand your completed survey to your Scheme Officer.

- An Easy Read and/or Large Print version of the Summary Document can also be downloaded from our website. If you would like a hard copy posted to you, please contact us using the details below.

Support

If you have any questions on the proposed changes, you can visit us at the Kinson Hub, Wimborne Road, Kinson or at the Poole Central Library, Dolphin Centre, Poole to discuss these with officers at any time during the consultation period. Officers will be available during normal working hours.

If you need support completing the survey or need the documents in a different format, please email BCPHomes@bcpcouncil.gov.uk or call 0800 028 1870. You can also refer to the Frequently Asked Questions (FAQ's) on our website.

The consultation will close at 23:59pm on X February 2025.

Next steps

We will carefully consider all the comments we receive before making any decisions about the proposed changes to the Tenancy Agreement.

After this, we will serve you with a formal Notice of Variation (under Section 103 of the Housing Act 1985. This will include a copy of the new finalised Tenancy Agreement and details of the date on which the changes will become effective.

1. LAYOUT AND PRESENTATION

Most tenants who live in Bournemouth will not see any changes in the layout of the proposed new tenancy agreement and only a minor change to the sections that are used. However, there are changes proposed to the content of the terms and conditions within these sections. Those tenants who had fixed term tenancies on the 26 November 2018, will see more proposed changes to their tenancies.

Tenants who live in Poole will see changes in the layout of the proposed new tenancy agreement and the sections that are used. There are also changes proposed to the content of the terms and conditions within these sections.

The tenancy agreement is laid out in the following sections:

- Welcome to your New Home.

- The Tenancy Agreement
- The Type of Tenancy
- Rent
- Arrears
- Further information and declaration
- Your Tenancy
- Your Rent
- Use of the Property
- Behaviour
- Repairs and Improvements
- Moving Out and Ending your Tenancy
- Appendix 1 – Grounds for Possession
- Appendix 2 – Anti-Social Behaviour
- Appendix 3 – Succession
- Service charge schedule

The rest of this document will summarise the proposed changes in two parts:

Part 1 summarises the changes to the tenancy agreement for those tenants who live in Bournemouth. If you are unsure what type of tenancy you have then please contact us using the details above.

Part 2 summarises the changes to the tenancy agreement for those tenants who live in Poole.

Part 1 – Summary of the proposed changes to the tenancy agreement for those tenants who live in <u>Bournemouth</u>.

Introductory and secure tenants	**Secure tenancies that were flexible fixed term tenancies at the 26 November 2018 and all tenancies granted between 1 October 2018 and 26 November 2018.**
Type of Tenancy The changes to this section include: 1. BCP Council has agreed that Flexible Fixed Term Tenancies will no longer be offered to new tenants and terms relating to these tenancies will no longer be required and have been removed. 2. We have made it clearer that the tenancy period will run from Monday to Sunday including where the tenancy starts on any day of the week.	**Type of Tenancy** The changes to this section include: 1. BCP Council has agreed that Flexible Fixed Term Tenancies will no longer be offered to new tenants and terms relating to these tenancies will no longer be required and have been removed. 2. We have made it clearer that the tenancy period will run from Monday to Sunday including where the tenancy starts on any day of the week.

3. We have changed how we recover former tenant debts from you. The term relating to arrears and other debts for a former Council tenancy has been amended to only include rent arrears and re-chargeable repairs. We have removed the tenancy terms that allow us to treat debts relating to the non-return of keys, and failure to give up vacant possession of a former tenancy, as a breach of the tenancy agreement on another council home that you move to. 4. We have also removed the tenancy term that allows us to treat debts relating to additional sums that we discover you owe from a former tenancy as a breach of the tenancy agreement of another council home that you move to. 5. Notices served on the Council. This has been changed to say that any notice may be served on BCP Council by sending or delivering it to: Head of BCP Homes BCP Council Civic Centre Bourne Avenue Bournemouth BH2 6DY 6. We have provided details of how you can find out how we use and treat your personal information. 7. We have also stated that we will use data from you to participate in the National Fraud Initiative data matching exercise to detect and prevent fraud. 8. Further Information and Declaration - We have expanded the declaration to state that you must not be entitled to occupy other accommodation which is reasonably suitable for you and that we may take steps to end your tenancy if we believe that you are entitled to occupy another property. The declaration also includes a statement that you will not commit any tenancy fraud, for example sub-letting the whole or any part of the property.	3. The term relating to the weekly rent has been changed. This will make it clearer how your rent is made up and that if there is a service charge due then it will form part of the weekly rent. 4. The term relating to arrears and other debts from a former council tenancy has been changed to make it clearer that this includes rent arrears and re-chargeable repairs. 5. Notices served on the Council. This has been changed to say that any notice may be served on BCP Council by sending or delivering it to: Head of BCP Homes BCP Council Civic Centre Bourne Avenue Bournemouth BH2 6DY 6. We have provided details of how you can find out how we use and treat your personal information. 7. We have also stated that we will use data from you to participate in the National Fraud Initiative data matching exercise to detect and prevent fraud. 8. Further Information and Declaration - We have expanded the declaration to state that you must not be entitled to occupy other accommodation which is reasonably suitable for you and that we may take steps to end your tenancy if we believe that you are entitled to occupy another property. The declaration also includes a statement that you will not commit any tenancy fraud, for example sub-letting the whole or any part of the property.
Section 1 - Your Tenancy The changes to this section include:	**Section 1 – Your Tenancy** The changes to this section include:

1. Paragraph 1.2 is now paragraph 1.8. 2. Paragraph 1.3 is now paragraph 1.9. 3. Paragraph 1.4 is now paragraph 1.2. We have also changed this paragraph to make it clearer that the procedure that we follow to change the terms of your tenancy will not apply to changes in the rent that you pay. 4. We have removed the reference to the variation of Flexible Fixed Term Tenancies in paragraph 1.2 as we will no longer be granting these to new tenants. 5. Paragraph 1.6 is now paragraph 1.7. It has been changed to remove references to Flexible Fixed Term Tenancies. It has also been changed to say that you only have the right to live in the property whilst the tenancy continues unless there is a legal reason to take possession. We have also expanded the examples of how we can end your tenancy to include if you sublet your home. 6. Paragraph 1.7 is now paragraph 1.4. It has been changed to allow us to serve notices on you by sticking a copy to the front door or another prominent part of the property. We will also be able to e-mail notices to you if you agree, which may be a more appropriate method of service in some circumstances. 7. Paragraph 1.9 is now paragraph 1.6. It has been changed to say that failure to pay any charge that we raise against you is a breach of the tenancy agreement. 8. Paragraph 1.10 (b) has been changed to add more detail about what we will do if you do not occupy the property as your only or main home. Paragraph 1.10 (d) has been added so that you must tell us if you are going to be away from your home for more than four weeks. 9. Paragraph 1.11 has been changed to say that you must not use your home as a holiday let, Airbnb or bed and breakfast. 10. Paragraph 1.13 sets out what happens to your tenancy if you die and who can succeed to it. We have added additional contractual succession rights that are set out in Appendix 3 of the proposed new tenancy. This is because the Localism Act 2011 changed the law and only the spouse or civil partner could	1. Paragraph 1.2 is now paragraph 1.8. 2. Paragraph 1.3 is now paragraph 1.9. 3. Paragraph 1.4 is now paragraph 1.2. We have also changed this paragraph to make it clearer that the procedure that we follow to change the terms of your tenancy will not apply to changes in the rent that you pay. 4. We have removed the reference to the variation of Flexible Fixed Term Tenancies in paragraph 1.2 as we will no longer be granting these to new tenants. 5. Paragraph 1.6 is now paragraph 1.7. It has been changed to say that you only have the right to live in the property whilst the tenancy continues unless there is a legal reason to take possession. We have also expanded the examples of how we can end your tenancy to include if you sublet your home and where one tenant serves a valid notice to quit. 6. Paragraph 1.7 is now paragraph 1.4. It has been changed to allow us to serve notices on you by sticking a copy to the front door or another prominent part of the property. We will also be able to e-mail notices to you if you agree, which may be a more appropriate method of service in some circumstances. 7. Paragraph 1.9 is now paragraph 1.6. It has been changed to say that failure to pay any charge that we raise against you is a breach of the tenancy agreement. 8. Paragraph 1.10 (b) has been changed to add more detail about what we will do if you do not occupy the property as your only or main home. Paragraph 1.10 (d) has been added so that you must tell us if you are going to be away from your home for more than four weeks. 9. Paragraph 1.11 has been changed to say that you must not use your home as a holiday let, Airbnb or bed and breakfast. 10. Paragraph 1.13 sets out what happens to your tenancy if you die and who can succeed to it. We have added additional contractual succession rights that are set out in Appendix 3 of the proposed new tenancy. This is because the Localism Act 2011 changed the law and only the spouse or civil partner could succeed to a tenancy if it started after April 2012. Appendix 3 of

succeed to a tenancy if it started after April 2012. Appendix 3 of the new tenancy sets out the family members who are also entitled to succeed in the same way as tenancies that started before April 2012. 11. Paragraph 1.15 has been changed to say that if you live in sheltered (independent senior living) accommodation then we will enter your home to check on your wellbeing if we have been unable to contact you within the periods agreed with you or in emergencies. We have also made it clear that the visiting service offered in this type of accommodation is not optional and that we may visit you. 12. Paragraph 1.16 has been changed to remove any reference to Flexible Fixed Term Tenancies.	the new tenancy sets out the family members who are also entitled to succeed in the same way as tenancies that started before April 2012. 11. Paragraph 1.15 has been changed to say that if you live in sheltered (independent senior living) accommodation then we will enter your home to check on your wellbeing if we have been unable to contact you within the periods agreed with you or in emergencies. We have also made it clear that the visiting service offered in this type of accommodation is not optional and that we may visit you. We have removed the word “warden” as we no longer use this term. 12. Paragraph 1.16 has been changed to remove any reference to Flexible Fixed Term Tenancies.
Section 2 – Your Rent The changes to this section include: 1. Paragraph 2.3 has been changed to say that when we introduce new or additional services, we will consult with you first if it results in an additional charge. 2. Paragraph 2.4 (c) has been changed to say that we will give at least 28 days’ notice of any change in your rent. This will mean that we may provide you with more than 28 days’ notice. 3. Paragraph 2.5 (a) has been changed to say that we will provide notice of a change in your service charges normally at the same time as changing your rent. We have also changed this paragraph to say that we may also increase your service charge by more than once a year and at any other time if we add to or change the services provided. 4. Paragraph 2.8 has been changed to remove the refence to Flexible Fixed Term Tenancies. It has also been changed to say that where you have more than one debt with us, we reserve the right to allocate any money you pay us as we feel appropriate as set out within the term at 2.8 (e). 5. We have also removed the term from Paragraph 2.8 that says that we are unlikely to find you another home if you are evicted for rent arrears, even if you have children or dependents.	**Section 2 – Your Rent** The changes to this section include: 1. Paragraph 2.1 has been changed so that it no longer says that the rent is likely to be subject to annual changes as this is not necessary and changes to the rent and other charges that form part of the rent are covered by other terms of the tenancy. 2. Paragraph 2.2 is now paragraph 2.3. It sets out examples of service charges that may be included in your rent and that we may add additional items to be included in your service charge, but we will consult with you first if it results in an additional charge. It is also made clearer that you are responsible for payment of your rent and other charges that form part of it if you are waiting for housing benefit or universal credit. Your existing Tenancy Agreement does not refer to examples of service charges that may be included in your rent. The term also states that any delayed or unpaid rent will be recorded as arrears. 3. Paragraph 2.3 is now paragraph 2.2. It has been amended to say that the rent and all other charges must be paid weekly in advance and that the first week’s rent must be paid at the start of the tenancy. 4. Paragraph 2.4 has been changed to say that we will give you at least 28 days’ notice of any change in your rent. This will mean

	that we can provide you with more than 28 days' notice. It has also been changed to say that when we notify you it will be through a rent review letter. 5. Paragraph 2.5 has been changed to say that your service charge is a fixed service charge. This is easier for us to administer but also means that you will not receive an additional bill during the year. As it is a fixed service charge there is no right to apply to the First Tier Tribunal for a determination. The Tenancy Agreement will no longer say that we will work out service charges based on what was spent in providing services in the previous year. We can still look at what was spent in the previous year, but this will allow us more flexibility when setting charges. The change will also allow us to increase or decrease service charges more than once a year. 6. Paragraph 2.6 has been removed as the introduction of new charges will be covered by paragraph 2.3. 7. Paragraph 2.7 now becomes paragraph 2.6 and has been changed to allow us to charge you for support and management provided within sheltered (independent senior living) accommodation. 8. Paragraph 2.9 is now paragraph 2.8 and has been changed to remove the reference to Flexible Fixed Term Tenancies. It has also been changed to say that where you have more than one debt with us, we reserve the right to allocate any money you pay us as we feel appropriate as set out within the term at 2.8 (e). 9. We have also removed the term from Paragraph 2.8 that says that we are unlikely to find you another home if you are evicted for rent arrears, even if you have children or dependents.
Section 3 – Use of the Property The changes to this section include: 1. This section has been changed to include things that you must do or not do to maintain health and safety. 2. Paragraph 3.2 (a) states that you must not encourage pests and vermin by placing out food or failing to properly dispose of food waste.	**Section 3 – Use of the Property** The changes to this section include: 1. This section has been changed to include things that you must do or not do to maintain health and safety. 2. Paragraph 3.2 (a) states that you must not encourage pests and vermin by placing out food or failing to properly dispose of food waste.

3. Paragraph 3.2 has also been changed to add terms (e) to (h), which require you to take steps to ensure that your home is safe and free from hazards, for example testing fire alarms and taking steps to ensure that your home is ventilated. 4. Paragraph 3.5 has been changed to add terms (g) to (i) which: • Prevent tenants from using communal electricity supplies unless they have our permission. • Ensure that fire doors are kept closed to maintain building safety. • Prohibit certain activities in communal gardens, for example using fire pits, gas barbecues or using children's play equipment that cannot be removed and stored after use. We have also prohibited alterations in communal gardens, for example installation of ponds. 5. Paragraph 3.7 (e) has been added to prohibit any trade or business signs being displayed at your home. 6. Paragraph 3.8 (b) has been changed to set out when our permission is not required for keeping a SORN (Statutory Off-Road Notification) vehicle at your home. 7. Paragraph 3.8 (i) has been added to prohibit you from parking an excessive number of vehicles in the locality of the property in a way that causes or is likely to cause a nuisance. 8. Paragraph 3.8 (j) is now paragraph 3.8(k) and has been changed to say that we will recharge you the costs of making good any damage or pollution that you, or anyone living with you or visiting you may cause while carrying out repairs to vehicles. 9. Paragraph 3.9 (c) has been changed to say that any syringes or needles used should be immediately disposed of safely. 10. Paragraph 3.10 has been changed to provide more information regarding permission for pets. It sets out what factors we will consider when you apply to keep a pet. 12. Paragraph 3.10 (c) states that we will only give permission for a reasonable number of pets. 13. Paragraph 3.10 (e) states that you are not to keep any dangerous animals or dogs in your home. 14. Paragraph 3.11 has been added to make it clear that you are responsible for payment of utility supplies at the property.	3. Paragraph 3.2 has also been changed to add terms (e) to (h), which require you to take steps to ensure that your home is safe and free from hazards, for example testing fire alarms and taking steps to ensure that your home is ventilated. 4. Paragraph 3.5 has been changed to ensure that communal areas are kept free from anything that might cause a hazard and that we may remove and charge you for any items that you leave in these areas. We have also added terms (g) to (i) which: • Prevent tenants from using communal electricity supplies unless they have our permission. • Ensure that fire doors are kept closed to maintain building safety. • Prohibit certain activities in communal gardens, for example using fire pits, gas barbecues or using children's play equipment that cannot be removed and stored after use. We have also prohibited alterations in communal gardens, for example installation of ponds. Smoking in communal areas is now a breach of tenancy. 5. Paragraph 3.6 has been changed to say that our decision on matters relating to disputes over boundaries will now include alterations to boundaries. 6. Paragraph 3.7 (e) has been added to prohibit any trade or business signs being displayed at your home. 7. Paragraph 3.8 (b) has been changed to set out when our permission is not required for keeping a SORN (Statutory Off-Road Notification) vehicle at your home. 8. Paragraph 3.8 (i) has been added to prohibit you from parking an excessive number of vehicles in the locality of the property in a way that causes or is likely to cause a nuisance. 9. Paragraph 3.8 (j) is now paragraph 3.8 (k) and has been changed to say that we will recharge you the costs of making good any damage or pollution that you, or anyone living with you or visiting you may cause while carrying out repairs to vehicles. 10. Paragraph 3.9 (c) has been changed to say that any syringes or needles used should be immediately disposed of safely.

15. Paragraph 3.12 has been added to state that if you live in a ground floor flat, you must allow those who live in flats above you reasonable access to your garden so they can clean their windows.	11. Paragraph 3.10 has been changed to provide more information regarding permission for pets. It sets out what factors we will take into account when you apply to keep a pet. 12. Paragraph 3.10 (c) states that we will only give permission for a reasonable number of pets. 13. Paragraph 3.10 (e) states that you are not to keep any dangerous animals or dogs in your home. 14. Paragraph 3.11 has been added to make it clear that you are responsible for payment of utility supplies at the property. 15. Paragraph 3.12 has been added to state that if you live in a ground floor flat, you must allow those who live in flats above you reasonable access to your garden so they can clean their windows.
Section 4 – Behaviour This section has been changed to say Behaviour as it includes other behaviour and not only anti-social behaviour and nuisance. Other changes to this section include: 1. Paragraph 4.1 has been changed to remove the definition of locality as within 1,000 metres of the property. Setting limits on the locality could prevent us from taking action against you if your behaviour was causing nuisance and annoyance to the wider community. 2. Paragraph 4.2 has been changed to include anything likely to cause a nuisance or annoyance and to include being intoxicated and disorderly as an example of anti-social behaviour. 3. Paragraph 4.4 has been changed to say that we will take legal action against you for criminal offences and not just indictable offences. Indictable offences are the most serious form of criminal offence, but we may want to take action against you because of other less serious criminal offences. 4. Paragraph 4.8 has been changed to provide some examples of what we mean by harassment and explains how you must not display anything that is obscene, offensive or which could cause hatred of others.	**Section 4 – Nuisance and Anti-Social Behaviour** This section has been changed to say Behaviour as it includes other behaviour and not only anti-social behaviour and nuisance. Other changes to this section include: 1. Paragraph 4.1 has been changed to remove the definition of locality as within 1,000 metres of the property. Setting limits on the locality could prevent us from taking action against you if your behaviour was causing nuisance and annoyance to the wider community. 2. Paragraph 4.2 has been changed to include anything likely to cause a nuisance or annoyance and to include being intoxicated and disorderly as an example of anti-social behaviour. 3. Paragraph 4.4 has been changed to say that we will take legal action against you for criminal offences and not just indicatable offences. Indictable offences are the most serious form of criminal offence, but we may want to take action against you because of other less serious criminal offences. 4. Paragraph 4.8 has been changed to provide some examples of what we mean by harassment and explains how you must not display anything that is obscene, offensive or which could cause hatred of others.

5. Paragraph 4.9 has been changed from domestic violence to domestic abuse and to provide examples of this. Domestic violence can imply that abuse must involve physical violence, but domestic abuse is much broader and takes many forms. 6. Paragraph 4.10 has been changed to provide examples of unreasonable amounts of noise.	5. Paragraph 4.9 has been changed from domestic violence to domestic abuse and to provide examples of this. Domestic violence can imply that abuse must involve physical violence, but domestic abuse is much broader and takes many forms. 6. Paragraph 4.10 has been changed to provide examples of unreasonable amounts of noise.
Section 5 – Repairs and Improvements The changes to this section include: 1. Paragraph 5.1 has been changed to say that we will meet any legal or regulatory requirements to keep your home safe. 2. Paragraph 5.7 has been changed to add that you are responsible for any damage to your home because you have not told us about a fault known to you. 3. Paragraph 5.13 (b) has been changed to say that where we enter your home in emergencies, we can do any necessary work and claim back costs if an emergency was caused by something you, someone living with or visiting you did or did not do. 4. Paragraph 5.19(d) now states that you need our consent to permanently fit a CCTV or doorbell type camera to the external parts of the property. These must not be focused on other properties or communal areas, and we may ask you to remove a camera where it is intrusive to others. 5. Paragraph 5.19 has also been changed to add that you are not permitted to carry out additions, improvements or alterations during an introductory tenancy.	**Section 5 – Repairs and Improvements** The changes to this section include: 1. Paragraph 5.1 has been changed to say that we will carry out inspections of the electrical wiring to your home every 5 years instead of 10. It has also been changed to say that we will meet any legal or regulatory requirements to keep your home safe. 2. Paragraph 5.4 has been changed to make it clearer what repairs we will carry out to the property if you apply to buy it. 3. Paragraphs 5.6 and 5.7 have been combined into 5.6 and will now allow us to force access to the property without applying to court if you fail to allow us into the property to undertake a gas safety test. 4. Paragraphs 5.8 to 5.12 have not been changed but have been moved to the parts under “Your responsibilities” and renumbered. 5. Paragraph 5.13 is now 5.7 and has been changed to say that you are responsible for any damage caused to the property, or to our fixtures or fittings because you have not told us about any fault or damage known to you. 6. Paragraph 5.19 is now 5.13 and has been changed to say that where we enter your home in emergencies, we can do any necessary work and claim back costs if an emergency was caused by something you, someone living with or visiting you did or did not do. 7. Paragraph 5.20 is now 5.19. It states that you need our consent to permanently fit a CCTV or doorbell type camera to the external parts of the property. These must not be focused on other properties or communal areas, and we may ask you to remove a camera where it is intrusive to others. It also been

	changed to add that you are not permitted to carry out additions, improvements or alterations during an introductory tenancy. 8. Paragraph 5.22 is now paragraph 5.21. It has been changed to say that if you buy the property the council may enter into a lease with you to maintain ownership of any photovoltaic panel system. We may also decide to sell this to you. The council also reserves the right to remove the panel system at no charge to you.
Section 6 – Moving Out and Ending Your Tenancy The changes to this section include: 1. We have removed any reference to flexible fixed term tenancies from paragraph 6.2 as we no longer use these. 2. Paragraph 6.2 (b) has been added to state that notice given by one tenant without the knowledge or consent of the other joint tenant will end the tenancy. 3. Paragraph 6.2 (b) is now paragraph 6.2 (c) and has been changed to state that we can, at our discretion, accept less than 4 weeks' notice from you to end your tenancy. 4. Paragraph 6.7 has been added to state that if you leave the property owing us rent or any other money, we may pass on information about you to a debt recovery or tracing agency. We will also share your details with utility companies if you leave the property owing them money.	**Section 6 – Moving Out and Ending Your Tenancy** The changes to this section include: 1. We have removed any reference to flexible fixed term tenancies from paragraph 6.2 as we no longer use these. 2. Paragraph 6.2 (b) has been added to state that notice given by one tenant without the knowledge or consent of the other joint tenant will end the tenancy. 3. Paragraph 6.2 (c) states that we can, at our discretion, accept less than 4 weeks' notice from you to end your tenancy. 4. Paragraph 6.2 (d) has been changed to remove any reference to flexible fixed term tenancies as we will no longer be offering these. 5. Paragraph 6.3 (a) has been changed to say that any rent owed at the end of a tenancy will be recoverable as a debt in respect of any other tenancy that you subsequently hold with us. 6. Paragraph 6.7 has been added to state that if you leave the property owing us rent or any other money, we may pass on information about you to a debt recovery or tracing agency. We will also share your details with utility companies if you leave the property owing them money.
Appendix 1 – Grounds for Possession The changes to this section include: 1. This has been amended to remove references to Flexible Fixed Term Tenancies. 2. It has also been amended to set out how we can end your contractual tenancy if you lose your security of tenure.	**Appendix 1 – Grounds for Possession** The changes to this section include: 1. This has been amended to remove references to Flexible Fixed Term Tenancies. 2. It has also been amended to set out how we can end your contractual tenancy if you lose your security of tenure.

Appendix 2 – Anti-Social Behaviour The changes to this section include: 1. This has been amended to include allowing the property to be infested with pests as an example of anti-social behaviour. 2. It has also been amended to say that we will use our discretion to decide what actions to take against you if you cause anti-social behaviour.	**Appendix 2 – Anti-Social Behaviour** The changes to this section include: 1. This has been amended to include allowing the property to be infested with pests as an example of anti-social behaviour. 2. It has also been amended to say that we will use our discretion to decide what actions to take against you if you cause anti-social behaviour.
Appendix 3 – Succession The changes to this section include: 1. This has been amended to set out the additional contractual succession rights available to all tenants and not just those who became a social housing tenant before 1 April 2012.	**Appendix 3 – Succession** The changes to this section include: 1. This has been amended to set out the additional contractual succession rights available to all tenants and not just those who became a social housing tenant before 1 April 2012.

Part 2 – Summary of the proposed changes to the tenancy agreement for introductory and secure tenants who live in <u>Poole</u>.

Type of Tenancy

The changes to this section include:

1. We have added terms to set out what type of tenancy you will be given when you move or sign a new tenancy agreement in your existing home.
2. If you are offered an introductory tenancy, we will say how long it will last for.
3. We have added terms that allow us to start a tenancy on any day of the week other than just a Monday. If we start a tenancy on any other day, it will run until the first Sunday and then from each Monday to Sunday. This will help reduce the length of time that our homes are empty.
4. We have added a term that informs you that if you live in sheltered (independent senior living) accommodation that you will be unable to buy your home through the 'right to buy' scheme.
5. We have included a term that sets out the permitted number of persons allowed to live in your home.
6. We have added a term that sets out what service charge you will pay us as part of your rent.
7. We have added a term relating to rent arrears and other debts for a former council tenancy. This will make it easier for us to try and recover rent and chargeable repairs from those tenants who have moved to another council property. Failure to pay these debts will be a breach of the new tenancy agreement and we can take legal action to seek possession if not paid.
8. Any Notices served on the council. This states that any notice may be served on BCP Council by sending or delivering it to:

Head of BCP Homes
BCP Council Civic Centre
Bourne Avenue
Bournemouth
BH2 6DY

9. We have provided details of how you can find out how we use and treat your personal information.
10. We have also stated that we will use data from you to participate in the National Fraud Initiative data matching exercise to detect and prevent fraud.
11. Further Information and Declaration - We have expanded the declaration to state that you must not be entitled to occupy other occupation which is reasonably suitable for you and that we may take steps to end your tenancy if we believe that you are entitled to occupy another property. The declaration also includes a statement that you will not commit any tenancy fraud, for example sub-letting the whole or any part of the property. This will make it easier for us to deal with cases of tenancy fraud.

Section 1 – Your Tenancy

The changes to this section include:

1. Paragraph 1.2 sets out the procedure that we will follow to change the terms of your tenancy. These will not apply to changes in the rent or service charge that you pay, these will be dealt with differently and we do not need to serve a notice of variation. This relates to section 3 “Changing the tenancy conditions” and section 9 “Rent conditions” paragraph (g) in your existing tenancy.
2. Paragraph 1.4 allows us to serve notices on you by sticking a copy to the front door or another prominent part of the property. We will also be able to e-mail notices to you if you agree, which may be a more appropriate method of service in some circumstances. This related to section 4 “How we give notices” in your existing tenancy agreement.
3. Paragraph 1.11 states that you must not use your home as a holiday let, Airbnb or bed and breakfast. This will help ensure that our homes are used to meet housing needs and are not used for any other purpose. This relates to section 7 “Your right to take in lodgers, sub-let your home and assignments” in your existing tenancy agreement.
4. Paragraph 1.13 sets out what happens to your tenancy if you die and who can succeed to it. We have added additional contractual succession rights that are set out in Appendix 3 of the proposed new tenancy. This is because the Localism Act 2011 changed the law and only the spouse or civil partner could succeed to a tenancy if it started after April 2012. Appendix 3 of the new tenancy sets out the family members who are also entitled to succeed in the same way as tenancies that started before April 2012. Your existing tenancy does not have any terms relating to succession.
5. Paragraph 1.14 makes it clear that third parties cannot enforce the terms of your tenancy and that the Contract (Rights of Third Parties) Act 1999 does not apply. This Act gives third parties certain rights to enforce contract terms even if they are not party to the contract. Your existing tenancy does not have any terms relating to this.

6. Paragraph 1.15 states that if you live in sheltered (independent senior living) accommodation you may be subject to a visiting service and that we will enter your home if we cannot contact you. This is because we may want to check on your welfare. Your existing tenancy does not have any terms relating to this.

Section 2 – Your Rent

The changes to this section include:

1. Paragraph 2.3 sets out examples of service charges that may be included in your rent and that we may add additional items to be included in your service charge, but we will consult with you first if it results in an additional charge. It is also made clearer that you are responsible for payment of your rent and other charges that form part of it if you are waiting for housing benefit or universal credit. Your existing tenancy does not refer to examples of service charges that may be included in your rent.
2. Paragraph 2.4 allows us to give no less than 28 days' notice of any change in your rent. This will mean that we may provide you with more than 28 days' notice. This relates to section 9 "Rent conditions" paragraph (g) in your existing tenancy.
3. Paragraph 2.5 allows us to give you at least 28 days' notice of a change in your service charges normally at the same time as changing your rent. We may also change your service charge more than once a year if we add to or change the services provided subject to consultation. Your existing tenancy agreement does not have any terms relating to this.
4. Paragraph 2.6 allows us to charge you for support and management provided within sheltered (independent senior living) accommodation. Your existing tenancy agreement does not have any terms relating to this.
5. Paragraph 2.8 states that we may not allow you to transfer to another property or go onto our housing list if you owe us rent or any other money. Your existing tenancy agreement does not have any terms relating to this.
6. Paragraph 2.9 states that you must pay any instalments for rent arrears or other debts from a previous tenancy as agreed with us or the Court. These will be set out in the schedule in the section "Type of Tenancy". Your existing tenancy agreement does not have any terms relating to this.

Section 3 – Use of the Property

The changes in this section relate to terms that can be found in your existing tenancy agreement within the following sections:

10.2 Repairs, Maintenance and Improvements
10.5 Parking
10.11 Damage to our property
10.12 Pets

1. Paragraph 3.2 sets out how you must look after the condition of your home, including health and safety. It will also require you to keep your home free from pests and will prohibit food being left out that might encourage pests or vermin. It includes terms that require you to take steps to ensure that your home is safe and free from hazards, for example testing fire alarms and taking steps to ensure that your home is ventilated.

2. Paragraph 3.3 includes terms that prohibit you from using portable oil, paraffin, gas cylinder/bottles cookers or heaters in your home. You must also tell us if you use oxygen cylinders in your home and that the equipment must be prescribed by a registered medical practitioner.
3. Paragraph 3.5 includes terms to:
    - Ensure that communal areas are kept free from anything that might cause a hazard and that we may remove and charge you for any items that you leave in these areas. It also prevents you from using communal electricity supplies unless you have our permission
    - Ensure that fire doors are kept closed to maintain building safety
    - Prohibit certain activities in communal gardens, for example using fire pits, gas barbecues or using children's play equipment that cannot be removed and stored after use. We have also prohibited alterations in communal gardens, for example installation of ponds.
4. Paragraph 3.6 includes a term to say that the boundary of your home is determined by us and that our decision is final in the event of any dispute.
5. Paragraph 3.8 includes terms to:
    - Set out when our permission is not required for keeping a SORN (Statutory Off-Road Notification) vehicle at your home
    - Prohibit parking in areas not designated for parking
    - Prohibit you from parking in disabled parking bays unless you are eligible to do so
    - Prohibiting you from parking an excessive number of vehicles in the locality of the property in a way that causes or is likely to cause a nuisance.
6. Paragraph 3.9 clarifies your responsibilities for getting rid of rubbish.
7. Paragraph 3.10 clarifies your responsibilities for pets. We will consider relevant circumstances including the type of property occupied, for example if it has private access. Pets are not allowed to roam free or be tethered in communal areas.
8. Paragraph 3.11 has been added to make it clear that you are responsible for payment of utility supplies to the property.

Section 4 –Behaviour

The changes to this section include:

1. Paragraph 4.2 includes terms to say that anything likely to cause a nuisance or annoyance and includes racist behaviour as an example of anti-social behaviour. This relates to section 10.7 "Behaviour "in your existing tenancy agreement.
1. Paragraph 4.4 changes indicatable offence to criminal offences. Indictable offences are the most serious form of criminal offence, but we may want to take action against you because of other less serious criminal offences. This relates to section 10.8 "Drug Dealing and other criminal activities" in your existing tenancy agreement.

2. Paragraph 4.9 refers to domestic violence rather than domestic abuse and to provide examples of this. Domestic violence can imply that abuse must involve physical violence, but domestic abuse is much broader and takes many forms. This relates to section 10.10 “Domestic violence” in your existing tenancy agreement.

Section 5 – Repairs and Improvements

The changes in this section relate to terms that can be found in your existing tenancy agreement within the following sections:

10.1 Our Repair obligations.
10.2 Repairs, Maintenance and Improvements
10.3 Access to the property

This section makes it clearer what type of repairs you will be responsible for and when you will be recharged the cost of these repairs and other repairs.

1. Paragraph 5.1 states we will meet any legal or regulatory requirements to keep your home safe.
2. Paragraph 5.3 includes terms that we will carry out repairs within a reasonable time period and let you know when we will carry it out and the nature of the repair to be carried out.
3. Paragraph 5.4 clarifies that we will only carry out repairs to maintain essential services if you apply to buy your home.
4. Paragraph 5.5 clarifies that we have the right to seek possession of your home if it needs to be empty for major building work, redevelopment or demolition.
5. Paragraph 5.6 allows us to force access to your home where you have not allowed us in to carry out an annual gas safety test.
6. Paragraph 5.7 makes it clearer that you are responsible for any damage to your home because of a fault that you did not tell us about.
7. Paragraphs 5.15 to 5.18 include terms that you must adhere to when installing and using gas appliances in your home.
8. Paragraph 5.19 states that you are not permitted to carry out additions, improvements or alterations during an introductory tenancy. It also states that will not grant you permission to install laminate or wood block flooring in flats above the ground floor.
9. Paragraph 5.19 also states that you need our consent to permanently fit a CCTV or doorbell type camera to the external parts of the property. These must not be focused on other properties or communal areas, and we may ask you to remove a camera where it is intrusive to others.
10. Paragraph 5.21 includes terms relating to Photovoltaic (solar) panels on the roof of your home and states that if you buy the property the council may enter into a lease with you to maintain ownership of any photovoltaic panel system. We may also decide to sell this to you. The council also reserves the right to remove the panel system at no charge to you.

Section 6 – Moving Out and Ending Your Tenancy

The changes in this section relate to terms that can be found in your existing tenancy agreement within the following sections:

11. Moving out

1. Paragraph 6.2 states that we can, at our discretion, accept less than 4 weeks' notice from you to end your tenancy.
2. Paragraph 6.7 has been added to state that if you leave the property owing us rent or any other money, we may pass on information about you to a debt recovery or tracing agency. We will also share your details with utility companies if you leave the property owing them money.

Appendix 1 – Grounds for Possession

1. This provides a summary of grounds for seeking possession of your home.
2. This also sets out how we can end your contractual tenancy if you lose your security of tenure.

Appendix 2 – Anti-Social Behaviour

1. This includes examples of anti-social behaviour.
2. It also states that we will use our discretion to decide what actions to take against you if you cause anti-social behaviour.

Appendix 3 – Succession

1. This sets out the contractual succession rights available to all tenants and not just those who became a social housing tenant before 1 April 2012.