Appendix One: Copy of Preliminary Notice



Dear Tenant,

<u>Preliminary Notice of Variation to your Tenancy Agreement</u> (Housing Act 1985, Section 103) - proposed changes to your Tenancy Agreement.

We are writing to let you know that we are proposing to make some changes to your Tenancy Agreement. Under the Housing Act 1985 we have a legal responsibility to consult with you when we are proposing to make any such changes. Your Tenancy Agreement is a very important document as it is the legal contract between you and us, and lists your rights and responsibilities and our rights and responsibilities.

This letter is the formal Preliminary Notice to you. It sets out the changes we are proposing to make to your Tenancy Agreement. Following the consultation, we will consider all the comments we receive. The closing date for you to get back to us about the proposed changes is **Friday 12 November 2021.**

In summary, the main changes we are proposing to make cover:

- Our commitment to making information available to you describing our work and performance.
- Clarifying that the Council is not responsible for dividing fences (other than privacy panels).
- Restricting tenancy succession rights to spouses, civil partners and common law partners for tenancies that commenced after 01 April 2012.
- A requirement to pay rent in advance and encouraging the use of Direct Debit to pay rent.
- Recovering any costs from you if we take you to Court or if someone else seeks costs from us as a consequence of you not meeting the obligations of your Tenancy Agreement.

- A requirement for you to keep the Council informed of any changes to your household, for example where someone moves in or moves out of your home.
- The Council taking action against you when any false information or withholding of information has enabled you to rent your home from the Council.
- Introducing conditions for you to comply with both the legal requirements and those set by the Council when making approved alterations to your property.
- Tenant responsibilities covering solid fuel appliances, fob keys and door entry systems, the installation and use of CCTV systems, and damage to neighbouring properties caused by a tenant.
- When carrying out major repairs and where necessary, requiring you to move to alternative accommodation in order for the works to be completed.
- Prohibiting smoking whilst council employees/agents are in attendance when such a request is made.
- Setting out the grounds for emergency access to your home and the grounds for allowing the Council to access your home when we need to carry out repairs to neighbouring properties.
- Making the possession of taser or stun guns, abstracting electricity, benefit fraud, the dumping of rubbish and causing unnecessary suffering to animals a breach of your Tenancy Agreement.
- Being clear that the Council will take action where social media is used to threaten, harass, abuse or make false statements towards Council employees, contractors, agents or councillors.

What happens next?

You can view the existing Tenancy Agreement together with a copy of the proposed new Tenancy Agreement on the Council's website at **www.sandwell.gov.uk/consultation**. The exact proposed changes are detailed below.

You will not be asked to sign a new Tenancy Agreement, but you should be aware that these proposed changes if agreed will apply to you from the date that the new tenancy conditions take effect. We will be writing to you again to let you know when any of these changes will apply.

Please read the proposed changes as set out overleaf. You can make any comments or suggestions about the proposed changes in the following ways:

- by completing the on-line feedback form at: sandwell.gov.uk/consultation
- by e-mailing us at: housing_strategy@sandwell.gov.uk
- by completing the enclosed feedback form at the back of this document and returning it to the following address:

Tenancy Conditions Consultation, Sandwell Council, Operations and Development Centre, Roway Lane, Oldbury, B69 3ES

The closing date for you to get back to us about the proposed changes is **Friday 12 November 2021.**

We will consider all comments we receive. Following this we will make a decision about the proposed changes and, if the proposals are approved, we will send you a copy of your new Tenancy Conditions and the Notice of Variation (Housing Act 1985, Section 103). When we do this, you will also be advised of the date that the changes take effect.

ARABIC	هذه الوثيقة مهمة جدا. فهي تحدد مقترحات لتغيير شروط عقد إيجارك. إذا كنت تواجه صعوبة في قراءة اللغة الإنجليزية أو فهمها، فيرجى الاتصال بشخص يمكنه مساعدتك في ذلك.
BENGALI	এই ডকুমেন্টটি খুবই গুরুত্বপূর্ণ। আপনার টেন্যান্সি এগ্রিমেন্টের (বাড়ি ভাড়া চুক্তিপত্রের) শর্তাবলী পরিবর্তন করার প্রস্তাব এই ডকুমেন্টে ব্যাখ্যা করা আছে। যদি ইংরেজিতে এটি পড়তে বা বুঝতে অসুবিধা হয়, তবে অনুগ্রহ করে এমন কারোর সাথে যোগাযোগ করুন যিনি আপনাকে বুঝতে সহায়তা করতে পারবেন।
CHINESE (S)	这份文件非常重要。 文件列出了租 赁条件变更的提案 /建 议。
	如果您在英 语阅读或理解 方面有困 难,请找人 帮忙 。
CHINESE (T)	這份文件非常重要。文件列出了租賃條件變更的提案/建議。
	如果您在英語閱讀或理解方面有困難,請找人幫忙。
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KURDISH	ئەم بەلگەنامەيە زۆر گرنگە. ئەمە پېشنيارى تىدا خراوەتە روو بۆ گۆرىنى مەرجەكانى كرىچىنىيەكەت. ئەگەر كىشەت ھەيە بۆ خويندنەو، يان تىگەيشتنى ئىنگلىزى، تكايە پەيوەندى بە كەسىپكەو، بكە كە بتوانىت يارمەتىت بدات.
POLISH	Ten dokument jest bardzo ważny. Zawiera propozycje zmiany warunków najmu.
	Jeśli ma Pan/Pani trudności z czytaniem lub zrozumieniem języka angielskiego, proszę skontaktować się z kimś, kto może w tym pomóc.
PUNJABI	ਇਹ ਦਸਤਾਵੇਜ਼ ਬਹੁਤ ਮਹੱਤਵਪੂਰਨ ਹੈ। ਇਹ ਤੁਹਾਡੀ ਿਕਰਾਏਦਾਰੀ ਦੀਆਂ ਸ਼ਰਤਾਂ ਬਦਲਣ ਲਈ ਪਰ੍ਸਤਾਵ ਪੇਸ਼ ਕਰਦਾ ਹੈ। ਜੇ ਤੁਹਾ ਅੰਗਰੇਜ਼ੀ ਪੜਹ੍ਨ ਜਾਂ ਸਮਝਣ ਿਵੱਚ ਮੁਸ਼ਕਲ ਆ ਦੀ ਹੈ, ਤਾਂ ਿਕਰਪਾ ਕਰਕੇ ਿਕਸੇ ਨਾਲ ਸੰਪਰਕ ਕਰੋ ਜੋ ਤੁਹਾਡੀ ਮਦਦ ਕਰ ਸਕਦਾ ਹੈ।
PUSHTO	داسند ډیر مهم دی. په دی سند کی ستاسودکر ایی دشر ایطوبدلول لپاره وړ اندیزونه تشریح شوی دی. که تاسودانګلیسی په لوستلویا پو هیدوکی ستونزه لری، مهربانی وکړی له هغه چاسره چه در سره مرسته کولی شی اړیکه ونیسی.
ROMANIAN	Acest document este foarte important. Vă explică propunerile de modificare a condițiilor dvs.
	de închiriere. Dacă vă este greu să citiți sau să înțelegeți engleza, contactați pe cineva care vă poate ajuta.
URDU	یہ دستاویز بہت اہم ہے۔ یہ آپ کی کرایہ داری کی شرائط تبدیل کرنے کی تجاویز پیش کرتا ہے۔ اگر آپ کو انگریزی زبان
	پڑھنے یا سمجھنے میں دشواری کا سامنا ہو تو مہربانی فرما کر کسی ایسے شخص سے رابطہ فرمائیں جو آپ کی مدد کر سکتا ہو۔

PROPOSED CHANGES TO YOUR TENANCY AGREEMENT

It is important to state that the *Notes* in the Tenancy Agreement are for guidance only and do not form part of the conditions of tenancy. For consistency, some tenancy conditions that remain unchanged have been renumbered.

SECTION THREE: OUR RESPONSIBILITIES:

Condition 3.3 amended to:

We will make available information describing our work, performance and how we spend money across the housing service.

New note added: We will publish this information on our website or provide a paper copy on request.

Condition 3.5: We will tell you, in writing, at least four weeks before any change in either your rent or service charge.

New note added: Change includes additions, deletions, increases, decreases and/or variations. Some tenants pay service charges as part of their rent.

Condition 3.6: We will keep in repair the structure and exterior of your property (including drains, gutters and outside pipes).

Revised notes inserted: We are not responsible for any dividing fences between you and your neighbour other than privacy panels which is usually the first panel of the fence. We may ask you to remove any fencing or boundary structure you have erected if in our opinion it is dangerous, it causes a nuisance, or encroaches onto another property. If you do not remove it we may do so and charge you a reasonable cost.

Condition 3.10: We must carry out the repairs which we are responsible for within a reasonable time, and we must clear up after carrying out any work.

New Note added: Removing carpets, laminates or floor coverings to enable repairs to be undertaken is your responsibility. This also

applies to furniture. In certain cases of exceptional hardship, we may do these jobs and tasks for you. For example, if you are an elderly or disabled person and you have no support to carry out these tasks.

Condition 3.12 amended to:

Any dispute arising under the terms of the tenancy agreement, except those under section 10, can be referred to the arbitration panel.

SECTION FOUR: YOUR RIGHTS AS A TENANT

Condition 4.1 amended to:

You have the right to access your personal information we hold in relation to your tenancy subject to any exemptions set out in legislation, regulations or guidance.

Condition 4.4 amended to:

If we are responsible for repairs, you have the right to have them carried out within a reasonable timescale and to a satisfactory standard.

Condition 4.6 deleted

Condition 4.7 renumbered to 4.6

Condition 4.8 renumbered to 4.7 and amended to:

You have the right to apply for a transfer to another council property as determined by our housing allocations policy.

Revised note inserted: Finding a new property depends on how urgent your housing need is and what accommodation is available.

Condition 4.14 renumbered to 4.11 and amended to:

Subject to any changes in legislation, if you are a sole secure tenant or a sole introductory tenant, the tenancy will pass on your death to your husband, wife, civil partner or person living with you as husband or wife, or person living with you as a civil partner. If your tenancy commenced prior to 01 April 2012 a family member as defined by the Housing Act 1985 would also be entitled to succeed.

Revised notes inserted - Your husband, wife, civil partner or person living with you as husband or wife or civil partner would not be able to succeed to your tenancy (take over) if you had previously succeeded to the tenancy yourself. If your tenancy commenced after 01 April 2012, a family member will not be entitled to succeed to the tenancy.

SECTION FIVE: RENT

Condition 5.2 amended to:

You must pay your rent in advance

Revised notes inserted: You must pay your rent and any other charges on demand. Your rent is due in advance on the Monday of each week but you can pay in advance every two weeks, four weeks or every month if you prefer.

Some tenants pay for extra services as part of their rent. We will record the amount on your tenancy agreement.

We would encourage you to pay your rent by setting up a Direct Debit. We can help you do this

If you do not pay your rent, or pay it consistently late, we can go to court to get an order to evict you from your home. You may be responsible for any costs involved in bringing court action against you.

New condition 5.6 added:

If you are entitled to Universal Credit, you must tell the Department for Work and Pensions as soon as possible about any changes to your circumstances which may affect your entitlement to Universal Credit.

New condition 5.7 added:

You, or people living with you or persons associated with your property must not claim or attempt to claim any state benefits either recklessly, negligently or dishonestly

New note added: This applies to all welfare benefits including housing benefit. If you, or a person living with you, or any other person associated with your property engages in such activities we may seek possession of your property

SECTION SIX: ENDING YOUR TENANCY

Condition 6.2 divided into three new conditions:

Condition 6.2: We will give you at least four weeks' notice in writing if we are going to end your tenancy.

Condition 6.3: If we send you a written notice it will be validly and effectively served, whether or not it comes to your attention, if either by posting it or delivering it by hand to your property or to your last known address, or handing it to you in person, or fixing it to your property, or leaving it at your property, or by electronic communication.

New note added: Electronic communication includes but is not limited to: email, social media, text, internet messaging, facsimile and websites

Condition 6.4: If we issue legal proceedings against you in relation to your responsibilities under this tenancy agreement, the claim form will be validly and effectively served whether or not it comes to your attention, if either by posting it to your property; leaving it at your property; handing it to you in person; fixing it to your property; or by electronic communication, or by any other method allowed by the relevant court rules or legislation.

Condition 6.8 amended to:

You must not leave any of your belongings in your property when you leave. If we find any personal belongings in the property after you have left, we may store them or dispose of them and charge

you for doing so. If we have had to pay a storage charge, you will have to pay us this before we will return your belongings to you.

New Condition 6.9 added:

You must pay all costs, charges and expenses, including legal costs, which the Council has incurred in, or in contemplation of, any proceedings relating to your tenancy or property.

New note added: For example, if the Council has taken you to court the Council will seek to recover legal costs against you.

New Condition 6.10 added:

You must compensate or repay the Council against all actions, proceedings, costs, losses, arrears, expenses, liabilities, claims and demands arising out of any failure by you, persons residing at your property, or any visitors in observing or performing any obligations of the tenancy.

New notes added: If a third party suffers any loss either as a result of your conduct, or persons living at your property, or by your visitors and seeks to recover those losses from the Council the Council will recover these costs from you.

We may move any credit balance from any account you have with us to pay off any sum that you owe to the Council. A credit balance includes any compensation that the Council has agreed to pay you.

SECTION SEVEN: PROPERTY

Condition 7.1 You must act in a "tenant like manner".

Revised Note added:

A 'tenant like manner' means you must take proper care of your property and carry out those minor jobs and tasks that are necessary to keep your property in a reasonable condition. In certain cases of exceptional hardship, we may do the minor jobs for you. For example, if you are an elderly or disabled person and you have no support to carry out these tasks.

Condition 7.2 renumbered to condition 7.3 and amended to:

You must not have more people living in your property than the permitted number allowed.

New Condition 7.2 added:

You must keep the Council informed of any changes to your household.

New note added: This includes notifying the Council of any changes in persons staying in your property - either moving in or moving out. Failure to declare any changes may result in legal action being taken against you.

Condition 7.3 renumbered to condition 7.4 You must not sublet, assign or part with possession of your property, or any part of your property, without getting our permission in writing

New note added: Sub-letting means that someone pays you rent to have the right to live in part of your property. You cannot sublet all of your property. If you are found to have sublet all of your property the Council will seek possession of your property. The Prevention of Fraud Act 2013 makes subletting a criminal offence. If evidence of subletting is found you may be prosecuted as well.

Condition 7.5 renumbered to condition 7.7 and amended to read:

You must let us know if you are going to be away from your property for an extended period.

New Condition 7.5 added:

You, people living with you and any other person must not give false information or withhold information relevant to a housing application or any other application related to the tenancy or your property.

New note added: The Council will seek to evict any tenant who gives false information or withholds information relevant to their housing application or any other application related to housing

which includes but is not limited to the right to buy, transfers, mutual exchanges or housing benefit claims.

Condition 7.10 renumbered to condition 7.11. If you live in a flat or maisonette, you, people living with you and any visitors to your property must not damage or interfere with security and safety equipment in shared blocks.

New note added: Security doors, fire doors and shared doors must not be jammed open and you should not let strangers in without seeing their identification.

Condition 7.12 renumbered to condition 7.14 and amended to:

You must always operate your trade or business within the terms of the permission granted. If you do not, we will withdraw the permission and/or take appropriate legal action against you.

Condition 7.13 renumbered to condition 7.15: You must get our permission in writing before you make any alterations to your property.

New note added: Alterations include, but are not limited to, any structural changes, installing CCTV cameras, security lighting, showers, laminate flooring, solid fuel appliances, outside TV aerials and satellite dishes, and putting up any fences, sheds or other structures on your property.

Condition 7.14 renumbered to 7.20: You must not keep any illegal or unlicensed firearms at your property.

New note added: This includes all taser weapons, stun guns, CS Gas and all weapons classified under Section 5 of the Firearms Act 1968.

New Condition 7.16 added:

You must comply with any conditions imposed by us if you are granted permission to make alterations to your property.

New note added: If you fail to comply with any conditions imposed as part of being granted permission we will take action against you which could mean seeking possession of your property.

New Condition 7.17 added:

You must comply with any legislation, regulations or guidance when making alterations to your property with our written permission.

New note added: If you make any improvements or alterations to your property that are in breach of any legislation, regulations or guidance we may:

- tell you to return your property to how it was before; or
- carry out the work and charge you for doing it; or
- take legal action against you which could mean seeking possession of your property.

New Condition 7.18 added:

You, people living with you and any visitors to your property must not make any alterations to shared or communal areas.

New note added: This includes but is not limited to erecting sheds and fences on shared or communal areas

New Condition 7.19 added:

You, people living with you and visitors must not misuse fob keys and door entry systems.

New note added: Misuse of door entry systems includes repeatedly buzzing door entry systems

SECTION EIGHT: ACCESS TO YOUR PROPERTY

Condition 8.1 amended to:

You must allow our officers, agents or workforce to enter your property to inspect the condition, state of repairs, decoration or cleanliness of your property, or to carry out repairs, maintenance, services or improvements at any reasonable time of the day

New note added: When carrying out their duties our employees and tradespersons have a right to work in a smoke free

environment. Upon request from a council officer or tradesperson working for the council, you, people living with you and any visitors to your property must not smoke whilst the officer or tradesperson are in attendance at your property. If you fail to respect this request the officer or tradesperson reserves the right to leave your property without completing the purpose of the visit, including completing works to your property.

Condition 8.3 renumbered to Condition 8.5. You must allow our officers, agents or workforce to enter your property in an emergency. We will force entry if you are not available in these circumstances.

Note amended: An emergency is where we will need to take immediate action to limit the damage to your property or another property, or where we believe there is a risk to public health. This includes but is not limited to instances of serious water leaks, gas leaks, fears for the health and safety of the tenant or any other person and cruelty to, or neglect of animals.

New Condition 8.3 added:

You must allow our officers, agents or workforce to enter your property to carry out an electrical safety check at any reasonable time of the day.

New note added: If you fail to let us into your property to carry out an electrical safety check after requests to do so, we may have to force entry to prevent any risk to public health and safety. Where we do have to force entry, we will charge you for doing so.

New Condition 8.4 added:

You must take all reasonable steps to ensure that access is given to your property when an appointment has been made.

New note added: If you do not allow us into your property after we have given you reasonable notice, we may take legal action to enter your property and you may be responsible for paying our costs in doing so.

If you arrange for another person to allow our officers to access your property for a pre-arranged appointment because you cannot be there yourself, you must ensure that the person concerned is aged 18 or above.

New Condition 8.6 added:

You must allow our officers, agents or workforce reasonable access to your property to carry out necessary works to a neighbouring property.

New note added: We will give you reasonable notice of the date(s) when we require access. If you fail to let us into your property after requests to do so, we may have to force entry to prevent any risk to public health and safety or damage to your or a neighbouring property. Where we do have to force entry, we will charge you for doing so.

SECTION NINE: MAINTENANCE AND REPAIRS

Condition 9.2 amended to:

You must use the fixtures in your property responsibly and carry out minor repairs and tasks.

Condition 9.3 You are responsible for decorating the inside of your property

New note added: Following a repair to your property, it is your responsibility to carry out any decorating, for example if a ceiling is re-plastered it is not our responsibility to paint it.

New Condition 9.4 added:

You and any member of your household must not allow an accumulation of personal property or rubbish or other items in your property that:

- a) causes or is likely to cause damage or deterioration to your property; or
- b) poses an environmental health risk, a health and safety risk or a fire risk; or,
- c) prevents safe access or exit from your property.

New Condition 9.5 added:

You must keep your property in such a condition that it does not damage, or cause a nuisance or annoyance to other property.

New note added: If you fail to maintain your property you will be recharged for any damage caused. If any action is taken against the Council due to your failure the Council will seek to recover the losses from you.

New Condition 9.7 added:

You, people living with you and any visitors to your property must not dispose of rubbish inappropriately and must not leave any rubbish, waste or household items in communal or shared areas.

New note added: We will re-charge you for the removal of any items left by you in communal areas. This does not apply to rubbish, waste or household items stored in designated areas.

Condition 9.9 renumbered to 9.12 You must make sure that your property has suitable ventilation, either by using an extractor fan (if fitted) or by opening windows (or both).

New note added: Condensation caused by you in failing to ventilate your property is not our responsibility.

New Condition 9.9 added:

You, people living with you and any visitors to your property must not tamper or interfere with the gas, electricity or water supplies or with any meters supplying your property.

New note added: The supply includes any installation or fittings whether inside or outside of the property.

New Condition 9.23 added:

You must move to alternative accommodation when requested to do so if we need to carry out works to your property

New note added: In certain circumstances, you may have to leave your property if, for example, we need to do major repair work. If

you need to leave your property, we will offer you suitable alternative accommodation while we carry out the work. The accommodation could be permanent or temporary.

New Condition 9.24 added:

You must move back to your original property once we have completed any works to your property, unless you have had to move because we have demolished your original property, in which case we will move you to another property that we have identified as suitable for your needs.

SECTION TEN: ANTI-SOCIAL BEHAVIOUR

Condition 10.1 amended to read:

You, people living with you and any visitors to your property (including children) must not engage in conduct causing or likely to cause harassment, alarm or distress or a nuisance or annoyance, to other tenants, residents, their families, lodgers, visitors or any other person engaged in a lawful activity in the locality or neighbourhood of your property.

Note amended to include cultivating or selling drugs as examples of nuisance

Condition 10.3 amended to:

You, people living with you and any visitors to your property (including children) must not incite hatred, discriminate against, intimidate or harass any other person or group because of their colour, race, ethnic or national origin, gender, sexual orientation, age, physical or mental disability, or religious belief.

Note amended to include alarm or distress

Condition 10.4 You, people living with you and any visitors to your property (including children) must not use your property or any shared area, for any criminal, immoral or illegal purpose.

Note amended to include abstracting electricity and engaging in housing or benefit fraud as criminal and illegal activities

Condition 10.8 You, people living with you and any visitors to your property (including children) must not damage or put graffiti on our property. You will have to pay for any repair or replacement.

New note added: This includes damage to shared and communal areas.

Condition 10.9 amended to read:

You, people living with you and any visitors to your property (including children) must not commit, cause or allow acts of physical abuse, verbal abuse or harassment towards our employees, agents, contractors, or councillors.

Condition 10.10 renumbered to 10.11 You, people living with you and any visitors to your property must not inflict domestic abuse against your partner or another member of your family or household.

New note added:

Domestic abuse is any incident of controlling, coercive, threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between adults aged 16 or over who are or have been intimate partners or family members, regardless of gender or sexuality.

If someone responsible for domestic abuse continues to live in one of our properties (and the victim has been forced to leave the property as a result of the abuse), we will use our legal powers where appropriate. We will utilise a range of tools and powers at our disposal to appropriately support domestic abuse victims and manage perpetrators.

New Condition 10.10 added:

You, people living with you and any visitors to your property must not use social media or any other form of communication to make false statements, abuse, threaten, harass or be derogatory towards Council employees, contractors, agents or councillors **New note added:** Communication includes telephone calls, text messages, e-mails or posting comments on social media. This condition applies wherever the communication takes place.

SECTION ELEVEN: VEHICLES

New Condition 11.11 added:

You, people living with you and any visitors to your property must not leave any vehicle that does not have a valid M.O.T. or road tax on a shared or communal car park without written permission. Any such vehicle will be removed and the owner re-charged for the cost of removing the vehicle.

SECTION TWELVE: ANIMALS

New Condition 12.6 added:

You, people living with you or any visitors to your property must not mistreat, neglect, abuse or harm any animal at your property or within the locality of your property.

New note added: We will also report any such instances to the RSPCA and the Police

<u>Tenancy Agreement – Preliminary Notice of Variation</u> <u>Feedback Form</u>

As detailed elsewhere in this notice, we are keen to hear your views about the proposals to change your Tenancy Agreement. This is your opportunity to give us your feedback and to have your views considered.

Please return this form to us by 12 November 2021 at:

Tenancy Conditions consultation, Sandwell Council, Operations and Development Centre, Roway Lane, Oldbury, B69 3ES

Do you agree with the proposed changes in the agreement? **YES/NO**

Do you have any comments? If YES please complete in the table below:

Section	<u>Comments</u>
Three – Our Responsibilities	
Four – Your rights as a tenant	
Five – Rent	
Six – Ending your tenancy	

<u>Section</u>	<u>Comments</u>
Seven – Property	
Eight – Access to your property	
Nine – Maintenance and repairs	
Ten – Anti-social behaviour	
Eleven – Vehicles	
Twelve – Animals	

Your details:

Name:	
Address:	