

Appendix 4

Consultation under section 103 of the Housing Act 1985 - Summary of comments from tenants

4.1 Summary of comments from tenants, with recommended amendments

Clause	Summary of comments from tenants	Recommended amendment
8	Several tenants stated that older people in particular may need to use bottled gas heaters in their homes because they are much cheaper than electric heaters. They stated that prohibition of bottled gas heaters would increase the risk of older people becoming ill due to cold weather.	<p>From: You, or anyone staying in or visiting your home, must not keep any bottled gas or paraffin in your home or in communal areas. You, or anyone staying in or visiting your home, must not keep quantities of petrol or any other inflammable or dangerous material in your home or in shared areas, except those that are reasonably needed for normal domestic use.</p> <p>To: You, or anyone staying in or visiting your home, must not keep any bottled gas or petrol in your home or in communal areas. You, or anyone staying in or visiting your home, must not keep quantities of paraffin or any other inflammable or dangerous material in your home or in shared areas, except those that are reasonably needed for normal domestic use.</p>
29	A number of tenants commented that the tenancy agreement should prohibit food dropping for pigeons	<p>(Amendment in italics):</p> <p>29 Examples of behaviour which is likely to cause nuisance and annoyance are:</p> <ul style="list-style-type: none"> • banging doors, shouting and playing loud music; • allowing family members to behave in an unruly way; • putting graffiti on Council property; and • using the property for illegal or immoral purposes, including prostitution and using and supplying any illegal substance. • <i>Putting out food for squirrels, pigeons etc.</i> <p>This is not a complete list. Please contact us if you are not sure about what behaviour causes nuisance and annoyance. Contact details are given in the Tenants' Charter.</p>

Clause	Summary of comments from tenants	Recommended amendment
33b and 33c	<ul style="list-style-type: none"> – Wood flooring and stone tiles create noise problems if no underlay is installed. – A request for additional examples of alterations and improvements in 33b – The tenancy agreement should have a clause similar to the one in the leasehold agreement that requires substantial floor covering to avoid the transmission of noise. Without such a clause, the Council’s treatment of its tenants and leaseholders is inconsistent. 	<p>It is recommended that clause 33 is amended as follows (amendments in italics in clauses 33b and 33c):</p> <p>You must get advance written permission from the Council in the following circumstances:</p> <p>33b: Before making alterations or improvements to the property or outside areas. This includes:</p> <ul style="list-style-type: none"> • removing any fixtures or fittings belonging to the Council (<i>this includes kitchen or bathroom fittings</i>) • <i>structural alterations such as removing walls or partitioning</i> • installing burglar-proofing equipment, such as steel doors, grill doors or window bars; and • installing any permanent wall finishings, such as coverings that are glued or nailed to the walls (examples include and ceramic wall tiles; • installing any permanent floor finishings, such as coverings that are glued or nailed to the floor (examples include laminated or wood flooring, and ceramic floor tiles); • putting up any structure on the spaces outside your property, such as putting up sheds or fences or installing a satellite dish. <p>33c:</p> <ul style="list-style-type: none"> • <i>from Day/ Month/ 2006, before installing a hard floor such as wood, laminate or ceramic tiles or exposing bare floorboards in the property. A requirement for permission is that you must install a high quality acoustic underlay of a grade approved by the Council.</i>

Clause	Summary of comments from tenants	Recommended amendment
45	Some tenants commented that it may not always be practical to report a fault. The reasons given were that they had sometimes experienced difficulty in getting through on the phone and there are some repairs that the Council is not responsible for.	Amendment in italics: <ul style="list-style-type: none"> ◆ If any faults or damage (<i>that the Council is responsible for repairing</i>) occur to the property, you must report it to us as soon as is reasonably possible. We may charge you for any damage caused by you failing, without good reason, to report faults or damage.
50	Some tenants asked whether Council employees and agents that visit their home will always carry identification.	Amendment in italics: 50 You must allow council workers, or people we have sent to your home, reasonable access to your home to inspect or carry out occupancy checks, repairs, maintenance <i>including statutory gas maintenance</i> , improvements, or other work. <i>Such workers or agents will carry identification.</i>
64	Tenants expressed concerns regarding the definition of a commercial vehicle	From: You must get written permission from the Council before you, or anyone staying in or visiting your home, parks any heavy trade or commercial vehicle or any caravan or motor home on the property or on any outside space, hardstanding or communal space. To: You must get written permission from the Council before you, or anyone staying in or visiting your home, parks any heavy goods vehicle or any caravan or motor home on the property or on any hardstanding, communal space or Council land.
65	– Concern was expressed regarding special circumstances, such as a tenant being hospitalised	From: You must not park any untaxed vehicle on Council land. This applies even if you have a Statutory Off Road Notification (SORN) for the vehicle. To: You must not park any untaxed vehicle on Council land. If you have a Statutory Off Road Notification (SORN) for a vehicle, <i>you must get written permission from the Council before you park it on Council land. Permission will only be granted in exceptional circumstances.</i>

Clause	Summary of comments from tenants	Recommended amendment
70	This is not consistent with the Dogs (Fouling of Land) Act 1996	<p>It is recommended that clause 70 is amended as follows (amendment in italics):</p> <p>From: If you, or anyone staying in or visiting your home, have a pet, you or anyone staying in or visiting your home must keep it under control and not allow it to cause nuisance or annoyance to anyone in the locality of your home, or damage the property or communal areas. For example, you must not let your pet foul the communal areas, roads or other areas around your home.</p> <p>To: If you, or anyone staying in or visiting your home, have a pet, you or anyone staying in or visiting your home must keep it under control and not allow it to cause nuisance or annoyance to anyone in the locality of your home, or damage the property or communal areas. <i>For example, if your pet fouls the communal areas, roads or other areas around your home you must remove any faeces and dispose of it appropriately. If your pet fouls or urinates in the communal areas you must clean the affected area.</i></p>

4.2 Summary of additional comments from tenants

Clause	Summary of comments from tenants	Recommended amendment to clause	Response to comments
4	Several tenants objected to the requirement to notify the Council when they plan to go away for more than a month. Some said this was an infringement of their civil liberties. A number questioned the need for this requirement if the rent is being paid.	None	This requirement is necessary in order to prevent problems such as: <ul style="list-style-type: none"> ▪ repeated requests for access (for example, for gas servicing) from being sent to a tenant who is away, ▪ concerns being raised about the safety of older tenants, ▪ unsuccessful attempts to contact the tenant in the event of squatters breaking into the property, ▪ the need to force entry in the event of an emergency (as tenants will be asked to provide emergency contact details).
5	Some objections were received to the prohibition of bicycles in entrance halls. One tenant wrote that this clause is not consistent with the Government's green agenda. She mentioned that carrying a bicycle daily up and down several flights of stairs is not practical and leaving it outside overnight (even when locked) is not safe.	None	Bicycles kept in entrance halls often create health and safety risks. A number of bicycle shelters have recently been constructed as part of Haringey's pilot Estate Cycle Parking Scheme. Further shelters have been proposed in the Council's draft local implementation plan. However this will be subject to funding and resident support.

Clause	Summary of comments from tenants	Recommended amendment to clause	Response to comments
13	A tenant may inadvertently cause blockage to drains without gross neglect or malicious intent	None	This will be taken into account. However action may be taken against tenants who cause blockages due to gross neglect or malicious intent, for example by flushing nappies down toilets.
15	Several tenants objected to the requirement to be photographed. Some stated that this is an infringement of their civil liberties.	None	Consultation of all tenants on this subject was carried out in October 2005. More than 70% of tenants approved of this requirement, as a way to prevent and detect sub-letting and fraud. However, on receiving a request from the Council to be photographed, if a tenant has a particular objection, this should be put in writing. Any such objection and will be considered by the Council.
16	Some tenants expressed concern that they are liable for the misconduct of their visitors and people staying with them	None	Tenants are responsible for the behaviour of their visitors and people staying with them. Tenants are required to take reasonable steps to prevent them from causing the tenancy agreement to be broken. This requirement was also set out in the previous tenancy agreement in clause A8.
33b	What will the Council do about tenants who made alterations prior to this change to the tenancy agreement?	See above	The requirement for permission existed in the previous agreement. However the Council will not take action against tenants in cases where alterations have not caused damage. Tenants in this situation are advised to seek retrospective written permission for the alterations.

Clause	Summary of comments from tenants	Recommended amendment to clause	Response to comments
33b	The Council must set reasonably short target times to deal with requests from tenants for permissions.	See above	Target times will be set and publicised through Homezone.
37	Several tenants objected to the fact that they are responsible for these repairs.	None	<ul style="list-style-type: none"> ▪ Clause 37 is not a change from the Council's previous policy, although it provides more detail than the previous tenancy agreement. ▪ The Council initially lets its properties in good condition. From then on, the tenant is responsible for maintenance of certain aspects of the property (details are contained in the Repairs Handbook). ▪ However it is the Council's policy to repair or replace items if the fault is deemed to be the result of fair wear and tear.
52	The Council should give at more than 24 hours notice that it requires access, as 3 days notice is often required to get leave from work.	None	In common with the previous tenancy agreement this clause gives a minimum of 24 hours (except in an emergency). This is because quick access may be needed, for example to fix a leak that is relatively urgent but not an emergency. However if the tenant is unable to attend, they can contact the Council to arrange an alternative appointment.
54	Concern was expressed regarding the requirement for tenants (particularly those who are elderly, ill or disabled) to move their furniture on request, for example by repairs contractors.	None	If another member of the household is able to move the item, we expect them to do so. If not, the Council would take a view on the situation. For example, its employees or agents may ask the tenant to sign a disclaimer before they move the item.

Clause	Summary of comments from tenants	Recommended amendment to clause	Response to comments
Various clauses	<p>The tenancy agreement should be applied in a way that takes into account the needs of disabled tenants. Examples include:</p> <ul style="list-style-type: none"> – Clause 10: Blind tenants who live alone may not be able to use recycling facilities. – Clause 52: Notice that access is required should be provided in an appropriate format. 	None	The tenancy agreement will be applied in a manner which takes into account the needs of disabled tenants