

Report title: **Changes to Supported Housing Tenancy Agreement**

Forward Plan reference number:

Report of: **Director of Urban Environment**

Ward(s) affected: All

Report for: **Key Decision**

1. Purpose

This report summarises comments received from Supported Housing tenants, councillors and officers in response to a preliminary notice of intention to vary the tenancy agreement, issued in January 2007. It sets out recommended amendments to the proposals in the preliminary notice and provides, at **appendix 3**, the final proposed new tenancy agreement.

2. Introduction by Cabinet Member for Housing

2.1 As part of a continuing review of all our procedures we are updating various aspects of the Supported Housing tenancy agreements in the light of comments and concerns received from ward councillors, tenants and staff.

2.2 This report provides a summary of the key changes recommended by officers and the outcome of a wide consultation exercise with service users. I would welcome any additional comments or suggestions members of the Cabinet have, before proceeding to the next phase of the implementation plan.

3. Recommendations

3.1 That Cabinet Members:

- Note tenants' comments in response to the notice of intention to vary the Sheltered Housing and Community Good Neighbour Scheme tenancy agreement
- Approve the recommended amendments in **section 8.1**.
- Approve the final proposed new tenancy agreement set out in **appendix 3**.

Report Authorised by:

Director of Urban Environment

Contact officer: Bibi Khan
Project Manager
Telephone: Homes for Haringey Ltd
020 8489 3370

4. Executive Summary

- 4.1 In order to amend the tenancy agreement, the prescribed procedure for variation under section 103 of the Housing Act 1985 must be followed. This requires that the Council serve a preliminary notice of intention to vary the tenancy agreement on all Supported Housing tenants and invite comments in response.
- 4.2 In making its decision on changes to the tenancy agreement, the Cabinet is required to take into account a summary of tenants' comments.
- 4.3 This report summarises comments received from tenants in response to a notice of intention to vary issued in January 2007. Based on those comments and in line with the prescribed procedure, the report sets out recommended amendments to the proposed tenancy agreement.

5. Reasons for any change in policy or for new policy development (if applicable)

Appendix 1 shows the original tenancy agreement and **Appendix 2** the notice of intention to vary that was sent to tenants. Key changes proposed in the notice included:

- A section strengthening the clauses regarding access (clauses 54-60). This will help enable the Council to meet its statutory obligation to undertake annual gas safety and Health & Safety checks. It will also help to enable occupancy checks, as well as pest control and other works.
- Identity photographs, which will help address fraud and unauthorised sub-letting.
- New clauses on rubbish disposal (clauses 18-21)
- Changes in line with guidance from central government such as:
 - An increase in the amount of information in the tenancy agreement
 - A new section on tenants' rights (clauses 77-88)

As a result of comments from tenants and in line with the prescribed procedure, further amendments have been recommended to certain clauses. These changes and the reasons for them are set out in **section 8.1**.

6. Local Government (Access to Information) Act 1985

Background documents:

Housing Act 1985, section 103

Unfair Terms in Consumer Contracts Regulations 1999

Report to Executive of 22 November 2005: Changes to Tenancy Agreement

7. Background

On 22 November 2005, the Cabinet noted the results of consultation undertaken under section 105 of the Housing Act 1985 on demoted tenancies and identity photographs.

The same report highlighted further stages in the review of tenancy agreements, including consultation on further changes. This was undertaken in January 2007 for Supported Housing tenants in accordance with section 103 of the Housing Act 1985 by means of tenants' comments in response to a notice of intention to vary the Sheltered Housing and Community Good Neighbour tenancy agreements.

8. Description

This report summarises tenants' comments in response to a preliminary notice of intention to vary the tenancy agreement (Appendix 2), issued by the Council in January 2007. Section 103 of the Housing Act 1985 requires the Cabinet to take these comments into account in making its decision on the proposed tenancy agreement (Appendix 3).

Section 8 of this report provides a summary of comments from tenants. Section 8.1 sets out comments that resulted in recommendations to amend the tenancy agreement.

Section 8.2 highlights key comments that did not result in any variations to clauses. In addition, a fuller summary of comments from tenants and the Council's responses is contained in **Appendix 4**.

8.1 Summary of comments from tenants, with recommended amendments

As a result of tenants', councillors and staff comments on the preliminary notice of intention to vary (Appendix 2), in accordance with the prescribed procedure, this report recommends amendments to a number of clauses in the tenancy agreement. These are set out below.

8.1.1 Clause 5

It is recommended that clause 5 is amended as follows:

From: You, or anyone staying in or visiting your home, must not run a business or carry out a trade in the property without written permission in advance from the Council. The property includes the garden, outside space and garage, if any are included in your tenancy.

To: You, or anyone staying in or visiting your home, must not run a business or carry out a trade in the property without written permission in advance from the Council. The property includes the garden, outside space, **sheds; outbuildings** and garage, if any are included in your tenancy.

Summary of comments from tenants:

Tenants felt that sheds and outbuildings are part of the property and that they should not be used to run a business and so on without the Council's permission. Therefore, sheds and outbuildings should be added to this clause.

8.1.2 Clause 10

It is recommended that clause 10 be amended as follows:

From: Any guests staying at your property overnight must be signed in and out

To: Remove this clause completely

Summary of comments from tenants:

A number of tenants and councillors requested that this clause be removed as it seems to be an invasion of privacy to insist that residents get permission if guests stayed for a week or two.

Precautions to prevent illegal subletting and unauthorised occupation are covered in clauses 38g and 88. A tenant who wants their guests to stay longer than 21 days in a row must write to the Housing Manager for permission to do so.

8.1.3 Clause 12

It is recommended that clause 12 be amended as follows:

From: You, or anyone staying in or visiting your home, must not interfere in any way with the smoke detectors or any parts of the alarm systems, including the speech boxes and pull cords. You must report any faults that you are aware of.

To: You, or anyone staying in or visiting your home, must not interfere in any way with the ***controlled door entry systems***, smoke detectors or any parts of the alarm systems, including the speech boxes and pull cords. You must report any faults that you are aware of.

Summary of comments from residents and councillors:

Tenants and councillors asked for 'controlled entry systems' to be included in this clause.

8.1.4 Clause 21

It is recommended that clause 21 be amended as follows:

From: You, or anyone staying in or visiting your home, must not block drains, pipes or gutters in your home or in the building that your home is in.

To: You, or anyone staying in or visiting your home, must not block drains, pipes or gutters in your home or in the building that your home is in. ***Blockages in***

basins, sinks, and toilets are usually caused by fat, tea leaves, hair, cooking oil, nappies, and incontinence pads and so on.

Summary of comments from tenants and councillors:

Tenants and councillors asked for a clearer definition and the addition of 'oil and fat' to this clause. This clause has been re-written to be consistent with the Repairs Handbook. This is not a complete list for more details refer to the Tenants' Charter and Repairs Handbook.

8.1.5 Clause 38g

It is recommended that clause 38g be amended as follows:

From: If you want a guest to stay for more than 21 days in a row or a maximum of 90 days in one year. We will only give our permission in exceptional circumstances. However we will consider each request on its merit.

To: If you want a guest to stay for more than 21 days in a row or a maximum of 90 days in one year. We will only give our permission in ***exceptional*** circumstances. However we will consider each ***written*** request on its merit. ***Examples could include long term ill health or a family member from abroad.***

Summary of comments from tenants:

Tenants requested changing the word 'exceptional' or to provide a clearer definition by providing examples of what would be 'exceptional circumstances. Applications for guests wishing to stay longer than 21 days in a row must be in writing to the Housing Manager

8.1.6 Clause 88

It is recommended that clause 88 be amended as follows:

From: You must give us the following information:

- (i) The full name of all guests who stay overnight
- (ii) Your brief medical details and GP's details.
- (iii) Your next of kin's details (or your emergency contact's details).
- (iv) Signed access forms.
- (v) Information about your welfare and/ or support needs.
- (vi) Where appropriate, information about your pet.

To: You must give us the following information ***in writing to the Housing Manager:***

- (vii) The full name of all guests ***who stay 21 days in a row and over***
- (viii) Your brief medical details and GP's details.
- (ix) Your next of kin's details (or your emergency contact's details).

- (x) Signed access forms.
- (xi) Information about your welfare and/ or support needs.
- (xii) Where appropriate, information about your pet.

Summary of comments from tenants and councillors:

This clause is linked to clause 10, concerns raised by councillor that it seems to be an invasion of privacy to insist that residents get permission or supply details if guests stayed for a week or two. Recommendation is to monitor guests in both schemes who stay 21 days in a row and over in order to prevent illegal sub letting and unauthorised occupation of properties.

8.2 This section highlights key comments that *did not* result in recommendations to amend the tenancy agreement. It also sets out responses from the Council. A fuller summary of comments from tenants and the Council's responses is contained in appendix 4.

8.2.1 Clause 6

You, or anyone staying in or visiting your home, must not use the property or let it be used for any immoral or illegal purpose. This includes selling, cultivating or storing drugs, keeping illegal or unlicensed firearms or weapons, prostitution or handling stolen goods.

Summary of comments and response:

Request by tenants to include the word 'using' in relation to drugs. This would be inconsistent with the General Needs tenancy agreement so recommendation is not to change this clause

8.2.2 Clause 13

You, or anyone staying in or visiting your home, must not do anything in your home, the property, the grounds or locality of the property that is likely to cause danger or risk to others living, visiting or working in the scheme.

Summary of comments and response:

Some tenants asked for clarification of the word 'locality'. Use of the word 'locality' is a statutory wording under the nuisance clause of the Housing Act 1985 it is recommended that this clause should remain as it is. The word 'locality' tends to mean 'the estate'

8.2.3 Clause 17

You, or anyone staying in or visiting your home, must not smoke where there are non-smoking signs and must follow the advice of safety signs. You must not smoke in any of the lifts, laundries or other shared areas including lounges.

Summary of comments and response:

Tenants asked for clearer wording to make sure residents adhere to no smoking signs. Recommendation not to change this clause.

8.2.4 Clause 28

You, or anyone staying in or visiting your home, must not use or threaten domestic violence. This includes physical, sexual or psychological violence against or abuse of the tenant or any member of the tenant's household. Such behaviour may result in the Council taking action to evict you from your home. This action can be taken even in the absence of a criminal conviction.

Summary of comments and response:

Tenants asked for clearer definition of 'must not' Recommendation that this wording is already clear there is no need to change, or to define further.

8.2.5 Clause 100

The Council must take reasonable care to keep common entrances, halls, stairways, lifts, passageways, rubbish chutes, lighting and other common areas in reasonable repair. The Council must take steps to keep those areas reasonably clean.

Summary of comments and response:

Requests made to define the word 'reasonably' in relation to repair, residents felt that the word should be changed to 'good'. Recommendation is that this clause should not be changed and the word 'reasonable' be retained.

8.3 Further stages in the variation of the tenancy agreement

Following the decision of the Cabinet, a notice of variation will be sent to tenants. This will specify the changes to the Sheltered Housing and Community Good Neighbour Scheme tenancy agreements that have been approved by the Council and the date on which they will take effect.

9. Consultation

9.1 This report summarises comments from Supported Housing tenants in response to the Council's preliminary notice of 19 January 2007, of its intention to vary the tenancy agreement.

9.2 Target Group

The target group was Council tenants living in Sheltered and Community Good Neighbour Schemes

9.3 Consultation Period

The consultation period was from 19 January to 27 February 2007. However, comments received until early April 07 has been included in this report.

9.4 Method

Consultation was undertaken in accordance with the procedure prescribed by section 103 of the Housing Act 1985. A preliminary notice of intention to vary the tenancy agreement was sent by the Council to Supported Housing tenants.

The notice set out the proposed variations and their effects and invited comments from tenants.

A leaflet explaining the recommended changes was published explaining changes in Plain English, and a series of articles was published in Homes Zone seeking involvement from Supported Housing tenants and raising awareness of the review. Tenants were also consulted at the Sheltered Housing Forum meetings.

9.5 Hard to Reach Groups

Consultation material and other information for tenants was offered in Haringey's 10 main community languages, as well as in Braille, audio tape, large print and picture-and-symbol format.

9.6 Feedback

Information summarising the outcomes of this consultation will be publicised through Homes Zone, the newsletter for tenants of Haringey Council, and by serving the Notice of changes under Section 103 Housing Act 1985.

10. Financial Implications

There are no material financial consequences arising from the proposed changes to tenancy conditions.

11. Comments of the Acting Head of Legal Services

11.1 The Acting Head of Legal Services has been consulted in the preparation of this report.

11.2. Members are being asked to approve changes to Haringey's existing tenancy agreement for Supported Housing.

The proposed changes to the content and format of the tenancy agreement make it consistent with the new general needs secure tenancy agreement which came into effect in November 2006. The changes are in accordance with the Unfair Terms in Consumer Contracts Regulations 1999 and recent guidance by the Office of Fair Trading and the Audit Commission.

11.3. Following approval of the tenancy agreement by Cabinet Members, the next step will be to serve Notice of Variation. The changes to the tenancy agreement will come into effect on the date specified in the Notice of Variation.

12. Comments of the Director of Finance

The Director of Finance notes that the report recommends amending and clarifying the terms of the tenancy agreement. This will not affect the rent charged. The only marginal costs will be the costs of printing of leaflets and serving the notice to the tenants about the amended agreement. These costs will be contained within the HRA budget.

13. Equalities Implications

- 13.1 Safeguards will be included in the Housing Department's procedures to ensure that vulnerable people, including those with mental health problems and learning difficulties, are protected under the new tenancy agreement.
- 13.2 Outcomes of the changes will be monitored by ethnic background, age, gender and disability.

14. Use of Appendices

Appendix 1: The original tenancy agreement

Appendix 2: Preliminary notice of intention to vary the tenancy agreement, dated 19 January 2007

Appendix 3: Final proposed new tenancy agreement – Sheltered Housing and Community Good Neighbour

Appendix 4: Summary of comments from tenants