

## Appendix 4

### Consultation under section 103 of the Housing Act 1985 - Summary of comments from tenants [Supported Housing]

#### Summary of comments from tenants, councillors and staff with recommended amendments

Clause	Summary of comments from tenants	Recommended amendment
5	Tenants asked for the addition of sheds/outbuildings	<p><b>From:</b> 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.</p> <p><b>To:</b> 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, <b>shed; outbuildings</b> and garage, if any are included in your tenancy.</p>
6	Request by tenants to include the word 'using' in relation to drugs	<p>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.</p> <p><b>No change as this would be difficult to enforce.</b></p>
10	<p>A number of tenants and councillors requested that this clause be removed as it could be seen as an invasion of privacy.</p> <p>Concerns around sub-letting or unauthorised occupation will be dealt with in clauses 38g and 88</p>	<p><b>From:</b> Any guests staying at your property overnight must be signed in and out</p> <p><b>To:</b> Remove this clause completely</p>

Clause	Summary of comments from tenants	Recommended amendment
12	Request from councillor to include controlled door entry systems	<p><b>From:</b> 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.</p> <p><b>To:</b> You, or anyone staying in or visiting your home, must not interfere in any way with the <b>controlled door entry systems</b>, 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.</p>
13	Clarification needed on the word 'locality' No change – use of the word 'locality' is statutory wording under nuisance clause, Housing Act 1985, but tends to mean 'estate'	<p>You, or anyone staying in or visiting your home, must not do anything in your home, the property, the grounds or <b>locality</b> of the property that is likely to cause danger or risk to others living, visiting or working in the scheme.</p> <p><b>No recommended changes to this clause</b></p>
17	Tenants asked for clearer wording to make sure residents adhere to no smoking signs.  Estate signs to be made clearer when due for renewal.	<p>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.</p> <p><b>No recommended changes to this clause</b></p>
21	Request from councillor to add oil and fat to this clause. It was felt that details of items that cause blockages needed to be listed.  The list is not a complete list but is consistent with the Repairs Handbook and Tenants' Charter	<p><b>From:</b> 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.</p> <p><b>To:</b> 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. <b>Blockages in basins, sinks, and toilets are usually caused by fat, tea leaves, hair, cooking oil, nappies, and incontinence pads and so on.</b></p>

Clause	Summary of comments from tenants	Recommended amendment
28	<p>Define 'must not' Tenants asked for clearer definition of 'must not'. Recommendations that this wording is already clear so no need to change or define this clause.</p>	<p>You, or anyone staying in or visiting your home, <b>must not</b> 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.</p> <p><b>No recommended changes to this clause</b></p>
38g	<p>Tenants request changing the word 'exceptional' what does this mean.</p> <p>Applications must be made in writing to the Housing Manager. Concerns raised because of illegal sub-letting or unauthorised occupation.</p>	<p><b>From:</b> 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 <b>exceptional</b> circumstances. However we will consider each request on its merit.</p> <p><b>To:</b> 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 <b>exceptional</b> circumstances. However we will consider each <b>written</b> request on its merit. <b>Examples could include long term ill health or a family member from abroad.</b></p>

Clause	Summary of comments from tenants	Recommended amendment
88	<p>Concerns about the need to supply details of guests who stay overnight – which could be seen as invasion of privacy.</p> <p>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.</p> <p>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</p>	<p><b>From:</b> You must give us the following information:</p> <ul style="list-style-type: none"> <li>(i) The full name of all guests who stay overnight</li> <li>(ii) Your brief medical details and GP's details.</li> <li>(iii) Your next of kin's details (or your emergency contact's details).</li> <li>(iv) Signed access forms.</li> <li>(v) Information about your welfare and/ or support needs.</li> <li>(vi) Where appropriate, information about your pet.</li> </ul> <p><b>To:</b> You must give us the following information <b>in writing to the Housing Manager:</b></p> <ul style="list-style-type: none"> <li>(vii) The full name of all guests <b>who stay 21 days in a row and over</b></li> <li>(viii) Your brief medical details and GP's details.</li> <li>(ix) Your next of kin's details (or your emergency contact's details).</li> <li>(x) Signed access forms.</li> <li>(xi) Information about your welfare and/ or support needs.</li> <li>(xii) Where appropriate, information about your pet.</li> </ul>
100	<p>A tenant wanted a clearer definition of the word 'reasonable' regarding repairs and wanted it changed to changed to 'good'.</p>	<p><b>From:</b> The Council must take reasonable care to keep common entrances, halls, stairways, lifts, passageways, rubbish chutes, lighting and other common areas in <b>reasonable</b> repair. The Council must take steps to keep those areas reasonably clean.</p> <p><b>No recommended changes to this clause</b></p>