

**VARIATION OF THE BURY COUNCIL SECURE AND INTRODUCTORY TENANCY AGREEMENT – SECTION 103 OF THE HOUSING ACT 1985**

Bury Council and Six Town Housing have recently completed a review of the existing tenancy agreement. Following the review a number of amendments have been made that better reflect changing legislation and current working practices.

Bury Council and Six Town Housing want to ensure that the revised tenancy agreement is clear so that all tenants understand their rights and responsibilities. The revised agreement is also clear about the Council’s rights and obligations. The proposed amendments have been made only after a great deal of tenant consultation.

Section 103 of the Housing Act requires the Council to notify all secure tenants of its intention to vary the tenancy agreement. It also requires us to let you know when the proposed variations will take effect. A letter has been sent to all Bury Council tenants which is our formal consultation notice to you. A copy of the proposed tenancy agreement is available here: or on the Bury Council website: [www.bury.gov.uk](http://www.bury.gov.uk)

The consultation period will last for 28 days and your comments will be considered during this time. A complete version of the proposed new tenancy conditions is also below and on the Council’s website [www.bury.gov.uk](http://www.bury.gov.uk) should you wish to have a look. The consultation period ends at **5pm on 21<sup>st</sup> February 2015**. Please ensure that you have contacted us on or before that date. We will be unable to accept any comments received after this time.

**Listed below are the changes and additions that have been made to your tenancy agreement.**

<b>Section 1:</b>	
<i>The property has:</i>	<p>....bedrooms</p> <p>....garden (shared or sole)</p> <p>....access(shared or sole)</p> <p>....boundary fences (map attached)</p>
<b>Change of circumstances or details:</b>	
<i>You must tell us if anyone named in this agreement leaves; dies or if someone new moves in. This includes any additional children you may have or children who leave home. These changes may affect any benefits you receive or the suitability of the property for your needs.</i>	
<b>Section 2a:</b>	
<i>We will visit your home within 4 - 6 weeks of you moving in to discuss how you are managing your tenancy and inspect your property. You must be available for this visit.</i>	
<i>The tenancy will be reviewed with you</i>	

before the following date unless the introductory tenancy has been extended.  
You must be available for this visit:

**Section 5 a:**

*Addition:*

*You must pay your first week's rent when you sign your tenancy agreement (including any service charges and support charges)*

*Paying rent and other charges is one of your most important responsibilities. Your weekly rent and other charges are due on (or before) Monday each week and you must pay **on time**. If you do not pay your rent you could lose your home.*

**Section 5 b:**

*We can also claim back any rent or money you owe from any previous homes where you had a tenancy with us. We can make arrangements with you to pay the amount you owe.*

**Section 5 e:**

*If you want to apply for a refund please contact us and provide us with your bank details.*

**Section 6 a**

- *give us four weeks' notice that you want to leave the property (this can be in writing or you can phone us or call at our offices but we do not accept email);*
- *allow our employees and contractors to enter the property at reasonable times to complete any repair or improvement work needed. We may also ask you if we can bring new tenants to view your home (we will give you at least 24 hours' notice of this visit);*
- *pay your rent and all other charges until the day your tenancy ends;*

*There are rules about who can have another council property in the future. Examples of why you may not be offered another council home include:*

- *you are evicted;*
- *you abandon your home (leave without telling us or returning the keys);*
- *you leave your home owing rent (without making an agreement to pay back what you owe); or*
- *you leave your home in poor condition without paying for the repair or replacement of any damaged areas.*

**Section 8 a**

**Lodgers and new members of the household**

*You can take in a lodger without our permission except in the following circumstances when you must ask our permission:*

- *If you are an introductory tenant;*
- *Your home may become overcrowded;*
- *You live in sheltered accommodation;*
- *You have been re-housed as a result of domestic abuse from that person;*
- *The person whom you wish to move into your home is subject to or has been subject to court proceedings issued against them by us in relation to housing matters.*

*If you take in a lodger it might affect any claim you make for any welfare benefits. Lodgers must also keep to the conditions of the tenancy agreement and we will take action against*

*you if they do not.*

*You must give us details of anyone who lives in your property.*

**Succession**

*If the property does not meet or exceeds the housing needs of the person taking over the tenancy, we have the right to move them to another property.*

*If more than one person qualifies to take over the tenancy, we will decide who is the most suitable person to be the tenant.*

**Section 9 a**

*You must not delay in reporting any faults that would allow water to leak into other property causing unnecessary damage. If you do, we may charge you for the cost of any additional damage caused as a result of the delay.*

*We do not have to rebuild your home if it is destroyed by a fire, storm or any other similar disaster, however, we will provide you with a suitable alternative accommodation where required.*

**Section 10 a  
Access**

*You must allow us, or anyone working on our behalf, into your property to inspect it or carry out repairs and improvements. This will include taking photographs to update information needed by us to about you or our property that you live in.*

*We will need access to carry out the following:*

- Inspect the condition of our property and make sure the details we hold about your home and the people that live there are correct;*
- Carry out any repairs to our property;*
- Carry out any repairs to a neighbour's home or to repair a drains, paths, corridors, fences or any other structure or service you share with other people;*
- Carry out any work to put right anything in your home which may cause a risk to your health or to the health of others;*
- Improve your home such as replacing any equipment we have provided for supplying your heating and hot water, or improving the insulation or roofing;*
- Service your gas appliances at least once a year; and /or*
- Meet any other responsibility as your landlord.*

*You must allow us into your property during normal working hours. We will try to give you 24 hours' notice if we need to get into your property. If you do not let us into your property after we have given you reasonable notice we can seek a court order against you to allow us to get into your home and we will charge you the cost of this action. If you do not allow us access in these circumstances we will take action and you may lose your home and/or be sent to prison.*

*We carry out visits to your home on a regular basis to make sure that our properties are being lived in by the right people; the information we hold about you and your family is correct and that the property is being kept in good condition. We will take a photograph of you when you sign for your home and attach this photograph on your tenancy agreement, stored on our computer system, which we will inspect as part of the tenancy visit. If we do not have an up to date photograph of you, we will ask for photographic identification such as a driving licence or passport during the tenancy visit. This will help us to identify people who should not be living in our properties and tenants who have sublet their homes illegally. We*

*will not share your photograph with anyone else unless we have to by law. We will also ask you for information about your household and tenancy during this visit to ensure our records remain up to date.*

*We have the right to inspect your property, or any furniture and fittings we supply under the furnished tenancy scheme, if we give you reasonable notice in writing.*

#### **Section 10 b**

##### **Gas and electric inspections**

*You (or anyone living with you or visiting your property) must not:*

- *tamper with gas or electricity supplies;*
- *tamper with the meters;*
- *by pass the meters in order to steal electricity; or*
- *use halogen lighting and reflective tents so as to create a potential fire hazard.*

#### **Section 10c**

##### **Healthy and safe environment**

*You must keep our property, the garden and the area around it clean and tidy and free from bad smells, rats, mice and other pests. You must make sure that any rubbish is removed from your home as soon as possible and put in the areas, containers or recycle bins we have provided.*

*You must not throw or leave any rubbish in any shared area, corridor, garden or on any housing land. We work with the Environmental Health Department to take action against fly tipping and keep our estates clean and safe for all residents.*

#### **Section 10d**

*You must not put up a CB, radio aerial, satellite dish, closed-circuit television camera, microphones or recording equipment or similar item such as a flag pole unless you have our written permission.*

*If any damage to the property is caused as a result of the installation or removal of such items you will be responsible for the cost of the repair.*

#### **Section 10 e**

*If you do not tell us that you are going to be away for 28 days or more we will assume you have abandoned your home. We will then take legal action to take back possession of your home. If you subsequently return you will be responsible for our legal costs.*

#### **Section 10 g**

*You must not keep rubbish, furniture, vehicles, household appliances or any other article such as food which would cause bad odours or encourage vermin in the garden area that may effect the quality of life for those in the local area.*

#### **Section 10 h**

##### **Hedges**

*You must not allow hedges to overhang into any other property or onto any pathway.*

#### **Section 10 k**

##### **Shared areas**

*You (or anyone living with you or visiting your property) must use not the shared areas for any illegal activity such as selling illegal substances, storing stolen goods or prostitution.*

*You (or anyone living or visiting you) must not cause any anti social behaviour or drink alcohol; use illegal substances or make excessive noise in any shared area.*

*You must not use any shared loft space for storage of any items.*

*You must not keep any mobility scooter in any shared area.*

**No smoking:** *you must not smoke cigarettes, including e-cigarettes.*

#### **Section 10 o**

##### **Pets**

*The number of animals you keep must not cause suffering to the animals, cause a nuisance or be unsafe to your household or your neighbours.*

*You must not breed any animal for commercial gain. This may be seen as running a business and may affect your benefits.*

*You should not leave your pet or pets in the property when you are away from your home for more than 24 hours unless you have made clear arrangements for someone else to look after your pet or pets while you are away.*

*You must not allow your dog or dogs to bark continuously or behave in a way that could frighten or cause a nuisance to other people.*

*You must not allow your animal(s) to become a health or noise nuisance.*

*We can withdraw permission for you to keep a pet or any animal at any time if we think it is reasonable to do so.*

#### **Section 11 a**

*If you report antisocial behaviour, we will give you help and advice. We will look into your complaint, keep you up to date with progress and, where necessary, take appropriate action to deal with your problem. We will ask if you have tried to resolve the issues between yourselves before suggesting mediation which will help you and your neighbour find a solution to the problem. Mediation involves an independent person, who does not work for us, talking to all the people involved in a disagreement.*

#### **Section 11 b**

*If your home is damaged as a result of a legal forced entry by the Police or any other public officials, we will charge you for the cost of repairing the damage.*

#### **Section 11 c**

*You must not commit, and must not allow others living in, using or visiting your home to commit any intimidating or threatening behaviour towards other tenants, residents or our employees, agents or any other persons acting lawfully or in their normal course of business, whether this is at your property; within the locality of your property including your estate or at any public, community or commercial building within Bury. This also includes physically assaulting any person detailed above.*

**You, or people living in or visiting your home, must not:**

- *play loud music or use a television/computer or other electronic equipment to the annoyance of your neighbours;*

**Section 11 d****Absolute Grounds for Possession**

*We will seek to take possession of your property or take other legal action if;*

*i) You (or anyone living in or visiting your property) is;*

- convicted of a serious criminal offence at the property, or*
- found by a court to have breached an injunction to prevent anti social behaviour, or*
- convicted of breaching a criminal behaviour order;*

*And*

- the offence/breach has occurred in the locality of the property; and/or*
- affected a person with the right to live in the locality of the property; and/or*
- affected the landlord or staff or agent acting on their behalf*

*ii) You (or anyone living in or visiting your property) are convicted of breaching a noise abatement notice/order relating to the property*

*ii) The property is or has been subject a closure order and access to the property has been prohibited for more than 48 hours.*

**Section 11 e****Asking for a review**

*If you receive a 'notice of proceedings' for possession on absolute grounds for anti-social behaviour, you have the right to ask us to review our decision to seek possession of your property. If you want us to review our decision, you must follow the procedure set out in the notice.*

*A request for a review must be made in writing and within 7 days of the notice being served upon you.*

*You should get independent legal advice if we send you a notice. You can find details on how you do this on the notice.*

**Questions and Answers:**

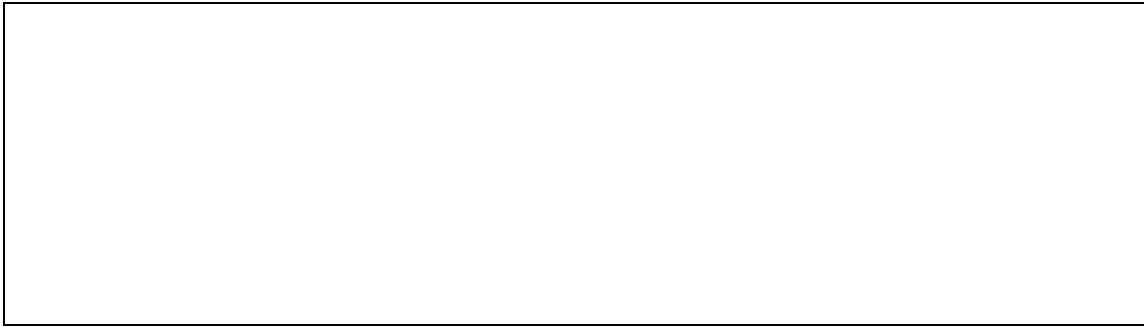
We have tried to anticipate some of the questions you might have below.

**Q: Who was involved in writing this agreement?**

A: Officers from within Bury Council, Six Town Housing, tenant representatives, Local Councillors and Springs Tenant Management Organisation.

**Q: Why change the tenancy agreement?**

A: It has been updated in line with new legislation and guidelines. It includes the details of the new Anti Social Tools and Powers such as Absolute grounds for Possession. We have also taken this opportunity to update the agreement for secure tenancies, to reflect current good practice in tenancy agreements and also to make clearer your rights and obligations as a tenant and our duties and obligations to you as a landlord.



***Q: What is an Absolute Power of Possession?***

A: The Anti Social Behaviour, Crime and Policing Act 2014 introduces a new absolute ground for possession of secure tenancies where anti social behaviour or criminal acts has already been proven by another court. This is to bring faster relief to victims of anti social behaviour or crime. The landlord will not be required to prove to the court that is reasonable to grant possession and the court will be more likely to make a decision on cases in a single short hearing. See Section 11d for full details.

***Q: What are the major changes?***

A: Please see the variation table above which highlights all the changes in each section.

***Q: What do I need to do if I am unhappy with the new tenancy agreement.***

A: If you do not want to accept the changes you can end your tenancy. If you are considering taking this course of action I would advise you to seek advice and ensure that you have secure accommodation to go to.

***Q: What happens if I transfer or arrange a mutual exchange?***

A: You will still be a secure tenant.

***Q: What happens after the consultation period has ended?***

A: We will take into account your comments before approving the final version of the tenancy agreement. After the final version has been approved we will send you a notice of variation confirming the changes and the date the new tenancy agreement will come into effect. The date the new tenancy agreement comes into operation will be 28 days or more from the date the notice of variation is served upon you.

***Q: Is that just going to be officers making those decisions?***

A: No, we will involve tenants who were involved in writing the tenancy agreement.

***Q: Do I need to sign it for it to be legal?***

A: No you don't. The new agreement will come into force from a date in the future, of which you will be advised.

You may have some other questions and/or comments regarding the proposed variations to your tenancy agreement. If so, please contact Six Town Housing by e-mail to [enquiries@sixtownhousing.org](mailto:enquiries@sixtownhousing.org) or by telephone on 0161 686 8000.

Once the consultation is complete the new tenancy conditions, which will contain the terms and conditions of your tenancy with the Council, will be sent to you with a notice of variation and this will replace your current tenancy agreement. If you do not want to accept the changes you can end your tenancy. If you are considering taking this course of action please seek advice and ensure that you have secure accommodation to go to.

Thank you for taking the time to read this notice.