

## **Summary of comments made from statutory consultation with tenants.**

### **Introduction**

In January and February 2019, statutory consultation was carried out with all tenants of Leicester City Council on the proposed changes to the conditions of tenancy.

The Council has had due regard to these comments, and the table below sets out our responses to the main comments made. Where this led to an alteration, addition or change, this has been marked.

Please note – some of the comments made have been edited for the purpose of this document for clarity

<b>Question 1 – is the list of definitions clear?</b>		
<b>Comments</b>	<b>Our response</b>	<b>Amendment made</b>
Clauses left to misinterpretations and potential unlawful discrimination/abuse of disabled tenants by council and other tenants.	Clause 4.3 sets out that in line with the Equalities Act, all protected characteristics are covered  A full Equality Impact Assessment (EIA) has been carried out to assess the effect of the proposed changes. The EIA did not find that any group was advantaged or disadvantaged disproportionately.	No
There is no mention of making frivolous or malicious allegations against tenants.	We added in to clause 4.2 that we consider making false, frivolous or malicious allegations is deemed to be Anti Social Behaviour (ASB)	Yes
There appears to be a little confusion over 4.6 Criminal activity / 4.6.2	We spoke to the respondent, and made some changes to the clause to make it clearer what we meant	Yes
<b>Question 2 – Are there any definitions missing</b>		
<b>Comments</b>	<b>Our response</b>	<b>Amendment made</b>
Clarification on lawful activity.	Was not deemed necessary to include	No

Do the Council still carry out repairs (listed) ?	This concerns the repairs process we follow. The repair obligations of the landlord (us) is set out in section 2	No
<b>Question 3</b>		
No comments received		
<b>Question 4 – Is the information about managing your rent account clear?</b>		
Comments	Our response	Amendment made
I have been always paying my rent once a month, I am up to date with all the rent payments. Do I need to change it and set it up as a weekly payment instead?	No, you can continue to pay your rent monthly	No
<b>Question 5 – General comments, part 1</b>		
Comments	Our response	Amendment made
Garden furniture was allowed previously and now there is some doubt creeping in	There is nothing in the revised document to state that garden furniture is not allowed The conditions have been updated to cover all communal and shared spaces, and we have clarified that if items in gardens or shared spaces cause a nuisance we may take action	No
There should be referenced made to anti social behaviour with regards to tenants hanging around stairwells to flats.	This is covered in clause 4.2 – nuisance behaviour.	No
There should also be reference made to tenants who do not replace back-up batteries in smoke alarms	This is covered in clause 4.2 – nuisance behaviour.	No
Noise nuisance should incorporate karaoke music played loud by tenants affecting other tenants.	It is considered to be noise nuisance, and is covered in clause 4.2	No
I think taking photographs is intrusive unless you suspect fraud.	Photographs are taken to prevent fraud, so that we can check on the identity of the tenants if we need to. All photographs will be stored and processed in accordance with our responsibilities under data protection as set out in section 6 of the conditions	No

<b>Question 6 – is it clear what our obligations to you are ?</b>		
<b>Comments</b>	<b>Our response</b>	<b>Amendment made</b>
Too many vague phrases that are open for interpretation.	No specific examples given. We did not find any vague or unfair clauses when revising the document	No
What is not clear is how the consultation document is different from the original agreement. Its very wordy, saying little but using a lot of words.	All the changes were set out in a separate document which could be accessed alongside the consultation.  Tenants were advised to read all documentation before making comments and responding to the consultation	No
<b>Question 7 – further comments on our obligations to you.</b>		
<b>Comments</b>	<b>Our response</b>	<b>Amendment made</b>
It would be good if we tenants could see exactly what the variations are, to put us in a position where we could give an informed opinion on the changes being proposed.	As response above All changes were set out	No
It is the council's responsibility to arrange for contents to be packed and moved if I am forced to move out due to redevelopment or demolition	This is decided on a case by case basis, and is procedural so does not need to be included in the conditions	No
Council should be responsible for condensation unless proved to be resident's fault.	This is what is set out in the document There is a difference between damp (usually caused by a building defect or leak) and condensation.  Problems caused by condensation are generally (but not always) due to lifestyle of the tenant.  They are decided on a case by case basis	No
Council should be responsible for toilet seats, it is part of the toilet.	Items such as toilet seats and light bulbs are expected to need replacement over time as they wear out. This sort of consumable item is not the responsibility of the landlord	No

	As with all repairs, we consider the circumstances.	
If the council makes repairs, they are responsible to return decoration to previous state.	This is covered in our repair policy and is decided on a case by case basis	No
<b>Question 8 – Comments on your obligations</b>		
<b>Comments</b>	<b>Our response</b>	<b>Amendment made</b>
Any services provided for a property should be without charge, it is the council's property.	The rent payed to us covers the cost of repairing and maintaining the structure of the building and the common parts	No
It may not be possible to inform council of being away from property for more than 30 days if, for example, you are taken to hospital.	We would carry out investigations to see if we could locate the tenant We also ask you to give contact details of your next-of-kin or other representative so we can check with hem if we have any concerns	No
As long as I pay my rent, I should not have to tell you if I wish to take in a lodger	We ask that you inform us if you take in a lodger, so we have a record of who lives in a property. This can assist us when we are dealing with an emergency or if we are dealing with a nuisance case	No
AirBNB - as long as I pay my rent, what does it matter.	You must use the property as your principle home. If you rent the property out, you may be committing a criminal act	No
Waste pipes / gullies, etc are the council's responsibility.	The clause refers to blockages in waste pipes and gullies We have clarified this	Yes
Repairing minor plaster cracks,etc should still be the council responsibility for the elderly and disabled. It is the council's responsibility to replace keys / locks if we are broken into, especially for the elderly or disabled. If the council need to make repairs, it is the council's responsibility to move floor coverings and furniture.	All repairs are dealt with on a case by case basis, and we act in the best interests of both the tenant an ourselves	No

I should only have to move out for repairs if I want the work doing.	Where there is essential work to the structure of the building or for health and safety reasons, we can insist on carrying out the work to our property. If the tenant does not co-operate, we can insist and in very rare cases we may have to take legal action to be able to repair our property	No
Foxes, Pigeons, Squirrels, Bees & Wasps are not pests	We have clarified the clause	Yes
The use of drones is unacceptable. No-one has the right to invade my space	Drones would be used in accordance to regulation. We would only use drones when we are checking our properties for damage and to assess repairs.	No
In a power cut, items such as paraffin heaters may be necessary	We prohibit the use of paraffin as it is a fire risk and a danger to others. We have other processes which can help people in the event of loss of power or heating	No
All improvements made to property are done as tenant sees fit, should not require permission for things such as floor coverings, kitchen or bathroom improvements or installation of security measures	The property is owned by Leicester City Council. As such, we have the final say on what can and cannot be done to the structure and installations to the building	No
Pets cannot be removed without tenant's permission.	If the animal is causing a nuisance to others or is being maltreated, then we reserve the right to remove the animal to a place of safety.	No
Why do I need permission to keep a mobility scooter, I don't need permission for a car?	We removed the need to request permission for we mobility scooter as we felt it would be unmanageable	Yes
'a tenant like manner' is not very meaningful. I imagine you have good tenants, bad tenants and every variation in between. Whilst 'behave in a civilised manner' might be stretching it, surely you could come up with something better.	This is a legally acceptable term While it may seem to be old fashioned, we feel that on balance we should include it	No
<b>Anti-Social Behaviour</b>		
Comments	Our response	Amendment made

I assume you have a list of 'proscribed' organisations should anyone ask to see it	This list is available on the government website and can be freely viewed	No
<b>Your rights</b>		
Comments	Our response	Amendment made
A secure tenant should always remain secure.	There is a legal definition to a secure tenancy Leicester City Council cannot alter this	Not needed
No-one should be pressured to leave or down-size.	We would not force anyone to leave or down size	Not needed
Any council alteration to a garden should be with tenant's agreement / permission.	We would always seek to reach an agreement before we did any work	No
If a person is elderly or disabled, then the right to succeed should be given to more than one person. Right to succeed should not be affected by size of house or family	Succession is set in law, we have followed the rights set out in the Housing Act before it was amended to reduce the rights of tenants who started a new tenancy after April 2012.	No
Could find nothing about repairs, all about abiding by this, and complying with that. No mention of whether the roof will still be repaired, sinks fixed, damage from overflows to the inside of the property. I still don't know what you're saying	This is covered in section 2.5, "our obligations"	Not needed
Part 2,. 2.25: doesn't mention upkeep and repair of balcony areas where bin chutes are sited, flooring is quite poor and where rain collects in puddles leaks thru into lower flats ceilings	This is covered in section 2.5, "our obligations"	Not needed
Are anti-mould paints allowed in kitchen and bathroom area???	Yes, they are.	Not needed
Can service charges be lower	Yes, service charges can go up or go down. It depends on the cost of running the service.	No
'In any way 'is too vague and opened to misinterpretations and harassment.	We have used an accepted definition of anti social behaviour.	No
fireworks	This is covered in part 5, anti social behaviour	No

letting children play ball games, riding scooters etc just outside the flat door entrances ( open balconies leading to the communal stairs)	This is covered in part 5, anti social behaviour	No
When a married couple and children are in a house it is not fair the others have to move if one gives notice.  If one half of a joint tenancy ends the agreement, the remaining tenant should have the tenancy offered to them. They may not wish to leave	This is based on the law, when one person gives notice on a property the tenancy will end. We have a set of policies and procedures which we will then use to look at the circumstances of the people left in the property. Where appropriate, we will offer the remaining person a new tenancy.	No
Upon death, no charge should be made for rent and no inspection of property should be made as the remaining property condition is the council's responsibility. The agreement is with the deceased and therefore the council's responsibility.	The estate of the deceased person is responsible to pay the rent for the notice period. In practice, as soon as we receive keys after someone has died, we end the tenancy as soon as we can.	No
Part 1 article 4 Find that pay a weeks rent in advance may be very difficult for people on Benefits/Universal Credit as this system takes a long time to process so therefore the new tenants is in arrears before they can take the tenancy.	The tenancy is a weekly periodic tenancy, rent is due in advance Where people fall into arrears, for whatever reason we work with them to make an arrangement to pay off any money owed to us.	Not needed
Could have made the writing bigger for people who have difficulty reading and don't wear glasses.	A large print version is available on request	
I hope that once this is rolled out to tenants, should any issues occur the housing officers deal with it swiftly and efficiently.	All front line officers have been trained on the revised conditions.	Not needed
The piece regarding hedges a height restriction could be included so that the estates look clean and tidy and not a mismatch of hedges being 10 feet high and 6 feet wide obstructing the pathways.	We did consider a height restriction, but decided that this is not practical. Instead, we expect that hedges etc do not cause an obstruction, and are maintained to a reasonable standard	No
do we need to do anything like book an appointment about the tenancy	No, you do not need to take any action	No

<p>3.18, specifically 3.18.2, Whilst I agree with two dogs maximum, cats are smaller and I propose the maximum to be around 4. The document also is not clear as to what should happen with any animals tenants may already own, a transition period will be needed</p>	<p>We have carefully considered the restrictions we have in place for pets in properties  We feel we have stuck the right balance.  If there is a breach of this clause, officers will act reasonably.</p>	
<p>This is only for council tenants, what about if we share the building with housing association tenants ?</p>	<p>The conditions only apply to Leicester City Council tenants. Tenants of housing associations will have their own set of clauses</p>	<p>Not needed</p>
<p>I hope that a version of this is also given to all leaseholders and that either you or they make sure sub tenants get a copy.</p>	<p>The conditions only apply to Leicester City Council tenants. A leaseholder will have a lease, and that contains other conditions  We are unable to change the contents of the lease to bring it into line with the conditions of tenancy</p> <p>We have recently redrafted the leasehold handbook, and have included many of the clauses</p>	<p>Not needed</p>