

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
PART 1 – GENERAL TERMS				
1	<p>Purpose of Document</p> <p>This booklet tells you the conditions of tenancy</p> <ul style="list-style-type: none"> • What you must do when you rent your home with us (your obligations and duties) • What you can do when you rent your home with us (your rights) • What we must do (our obligations and duties) • What we can do (our rights) <p>When you sign your tenancy agreement with us (Leicester City Council) you agree to these conditions of tenancy.</p>	<p><i>Purpose of document</i></p> <p><i>This Agreement sets out the conditions of a Leicester City Council Secure, Introductory and wherever applicable, Demoted tenancy. It explains your legal rights, the duties the Council has as your landlord and the duties you have as a tenant.</i></p> <p><i>By accepting a tenancy with Leicester City Council, you agree to act in a tenant-like manner and:</i></p> <ul style="list-style-type: none"> • <i>Abide by the conditions set out in this booklet Agreement;</i> • <i>Pay your rent on time;</i> • <i>Take good care of our property;</i> • <i>Have consideration and respect for those living round you; and</i> • <i>Have consideration and respect for those working on and behalf of the Council.</i> <p>If there is anything in these conditions that you do not understand, you should contact your local housing team or obtain advice from a solicitor, a law centre or Citizen’s Advice Bureau.</p> <p>Your responsibilities apply to you and any other person living in or visiting your home. Your tenant neighbours have exactly the same rights and responsibilities as you do.</p>	1.1	<p><i>The clause has been completely re-written.</i></p> <p>New element <i>It now includes provisions for us to take photographs to prevent fraud and to assist us in an emergency</i></p>

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	<p>Secure tenancy You are a secure tenant if</p> <ul style="list-style-type: none"> • you signed your tenancy agreement before October 2001 <p>or</p> <ul style="list-style-type: none"> • you have had your tenancy agreement for more than 12 months (your probationary period has ended). <p>Demoted tenancy You are a demoted tenant if we have replaced your secure tenancy through court action because of anti-social behaviour</p>	<p>Introductory tenant (tenancy)</p> <p>Demoted tenant (tenancy)</p>	<p>You are an introductory tenant if you signed your tenancy less than 12 months ago (a probationary period) or less than 18 months if your introductory tenancy has been extended. You will have been told if this is so.</p> <p>You are a demoted tenant if we have replaced your secure tenancy through court action.</p>		<p><i>No change</i></p> <p><i>No change</i></p> <p><i>Minor change, removing the words “anti social behaviour”</i></p>
2	<p>Changes in conditions of tenancy</p> <p>If there is a change to the law then we will change these conditions of your tenancy but we do not have to consult you on these changes</p> <p>If we need to change the conditions of tenancy but there is no charge to the law</p> <ul style="list-style-type: none"> • We will keep you informed • We will listen to your views <p>We will always tell you 4 weeks or more before any changes are made</p>	<p>Changes to conditions of tenancy</p> <p>If we want to make any changes to your tenancy agreement (other than increasing the rent or other charges) we will consult with you. You will be given 28 days written notice.</p> <p>If we decide to change the terms and conditions of this tenancy agreement, we must give you at least 28 days’ notice before carrying out these changes. This gives you the opportunity to end the tenancy before the changes come into effect if you choose to do so.</p>		1.3	<p><i>The clause has been re-written.</i></p> <p><i>Clarifying what we need to do if we want to do changes other than rent.</i></p>

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3	<p>Period of Tenancy Termination</p> <p>The period of tenancy termination is the time it will take to end your tenancy and move out of the home you rent from Leicester City Council.</p> <p>If you want to end your tenancy you must:</p> <ul style="list-style-type: none"> •Get a tenant's Notice to Quit form or write a letter. •Fill in the form and return this, or your letter, to us. •Do this 4 weeks before you leave. <p>If we want to end your tenancy we must:</p> <ul style="list-style-type: none"> •Ask permission of the County Court if you have not done what you agreed in your tenancy agreement. •Tell you 4 weeks before you need to move out of your rented home. •Try to talk to you about this before it happens. 	<p>Period of tenancy termination</p> <p>Your tenancy, whether Secure or Introductory, is weekly and runs from Monday 9:00 am to Monday 9:00 am.</p> <p>If you want to end your tenancy you must give us at least four weeks' written notice ending on a Monday. We may agree with you to accept less than four weeks' notice, but you must discuss this with us before you plan to end the tenancy.</p> <p>If you do not give proper notice or vacant possession at the end of the tenancy you will continue to be responsible for the rent and other charges.</p>	1.4 1.4.1	<p><i>The clause has been re-written and broken down into three sub-sections to make it clearer</i></p> <p><i>Sets out that four weeks' notice is needed.</i></p>
		<p>If you have a joint tenancy, either tenant can end the whole tenancy. A joint tenancy will end after four weeks' written notice of termination has been given by either or both of the joint tenants. Any remaining person will not have a legal right to continue to occupy the property.</p>	1.4.2	<p><i>Explains what happens if one person gives notice on a joint tenancy</i></p>
		<p>Once we have received your notice of termination, it cannot be withdrawn.</p>	1.4.3	<p><i>Clarifies that notice is binding, so it cannot be withdrawn. Once it is served, the tenancy will be brought to an end</i></p>
4	<p>Rent</p> <p>The law says you must pay your rent on time (please read condition 16).</p> <p>If you do not pay rent you owe us (arrears) we will take legal action. You may be told to move out of your home.</p>	<p>Rent and other charges (housing costs)</p> <p>You must pay the Rent and housing costs (this includes charges such as district heating charges, warden charges and other series)</p>	1.5 1.5.1	<p><i>The clause has been re-written to improve the wording and to reflect changes in terminology brought about by welfare benefit legislation</i></p>

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	<p>If you are having problems paying your rent you must tell the Customer Contact Centre. We may be able to help, for example tell you what benefits you can get.</p> <p>If you ask for advice before you owe a lot of rent money we can avoid legal action and you may be able to stay in your home.</p>	<p>Rent and housing costs are due weekly and are payable in advance, and due on a Monday.</p> <p>We may, by agreement, allow you to pay your rent fortnightly, four weekly or monthly.</p> <p>Your home is at risk if you fail to pay the rent and housing costs due.</p> <p>At the beginning of your tenancy, we will inform you of the amount of the rent and housing costs which are payable for your property. We will give you 28 days' notice of any change in your rent. Our usual practice is to change the rent and other charges once a year in April. We can, however, change the rent at any time. You can end your Tenancy if you do not agree to the new amount of rent.</p>		
		Direct debit is our preferred method of payment.	1.5.2	<i>This has been moved from the old section 16.</i>
		We will ask you for one week's rent in advance when you first sign for your property. If you fail to pay, we may not allow you to sign the agreement.	1.5.3	<i>New clause This explains that the rent and other costs are due in advance</i>
N/A	N/A	<p>Managing your rent account and housing costs</p> <p>Claiming and maintaining your benefit claim (including Universal Credit) is your responsibility.</p> <p>If you are receiving help towards your Housing Costs through any form of benefit or grant, then it is your responsibility to pay the rent and other charges due to the Council.</p>	<p>1.6</p> <p>1.6.1</p> <p>1.6.2</p>	<p><i>A new clause to cover claims you may make to cover your housing costs and other charges</i></p> <p><i>Clarifies that it is your responsibility to pay the rent, either directly or by claiming the correct benefit.</i></p>

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		<p>If you are a tenant in receipt of a benefit that includes your housing costs element you must immediately:</p> <ul style="list-style-type: none"> • Notify the council that you have made a claim and the date on which you expect your first benefit payment; • Notify the council of your National Insurance number to enable the council to provide information regarding your tenancy, your rent and service charge information directly to the Department of Works and Pension (DWP); • Cooperate and make yourself available to assist the council with any enquiries the council make with the DWP when trying to obtain information regarding benefit entitlements that cover your rent and service charges; • Provide your authority to allow the council to speak to the DWP on your behalf when required; and • Comply with any other reasonable request made by the council in respect of your benefit claim. 	1.6.3	<p><i>New clause</i> <i>Sets out what you need to do if/when you claim a benefit for your rent and housing costs.</i></p>
		<p>Failure to cooperate, or comply without good reason, to our request(s) may result in action being taken against you to end your tenancy, or other action to enforce the tenancy agreement.</p>	1.6.4	<p><i>New Clause</i> <i>If you do not co-operate, we can take action to end your tenancy</i></p>
		<p>The Council may apply to have your rent and housing costs including arrears taken directly from your Universal Credit payment if required.</p>	1.6.5	<p><i>We can make a direct application for payment in some circumstances.</i></p>

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5	<p>Insurance</p> <p>We have insurance that will only pay for damage to the building and things we have fitted into the house.</p> <p>Our insurance will not pay for these things:</p> <ul style="list-style-type: none"> •Broken glass •Damage if you don't look after your home properly •Damage caused by you, your family, visitors or sub-tenants. •Your belongings (you need your own household contents insurance policy to insure your personal belongings). •Damage caused where we have not been negligent 	<p>Insurance</p> <p>You are responsible for insuring the contents of your home (your furniture and belongings). We are not responsible for loss of or damage to your possessions.</p>	1.7	<p><i>Clause re-written with improved wording.</i></p> <p><i>The damage caused is now covered in section 2 (our obligations to you) and section 3 (your obligations to us).</i></p>
N/A	N/A	<p>Use of self-service on-line account and communications</p> <p>Wherever possible you should use the Council's self-service on-line account. The Council will assist you in setting up the account. Once the account is set up you can use it to pay rent, request repairs and access other housing services. You must adhere to the terms and conditions of the On-line Account.</p> <p>The Council's preferred methods of communication with you are:</p> <ul style="list-style-type: none"> • Via the self-service account; • By email; • By 'phone; or • Through text messaging (SMS). 	<p>1.8</p> <p>1.8.1</p> <p>1.8.2</p>	<p><i>New clause</i></p> <p><i>About the on-line offer and digital services</i></p> <p><i>How we want to communicate with you, and how we would like you to contact us</i></p>

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		<p>If you need to contact us, to ask for permission, or for any other reason as set out in this agreement you can do so in the following ways:</p> <p>Call us on: 0116 4541000</p> <p>Write to us at: City Hall, 115 Charles Street, Leicester, LE1 1FZ.</p> <p>My Account: via the on-line portal.</p>	1.8.3	<i>Changes to the contact address and methods of contacting us</i>
6	<p><u>Legal remedies</u></p> <p>You can go to a solicitor for legal advice if we do not do what we have agreed in these tenancy conditions.</p> <p>Send formal notice to Leicester City Council for not doing our duties and obligations to:</p> <p>The Corporate Director of Adults and Housing, Leicester City Council, New Walk Centre, Welford Place, Leicester, LE1 6ZG.</p> <p>We will send you written formal notices to your home address if you do not do your duties and obligations.</p>	<p>Service of Notices Upon You</p> <p>We will serve any official notice in relation to your tenancy, this includes Notice of Seeking Possession, Notice of Possession Proceedings, Notice to Quit, Notice of Extension (for Introductory Tenancies) and Notice of Variation by using one or more of the following methods:</p> <ol style="list-style-type: none"> a) delivering it to you personally; b) delivering it to your home; c) affixing it to the property; d) sending it by post to your home; e) sending it to you electronically (e.g. email); f) any other method approved by law. 	1.9 1.9.1	<p><i>Clause re-written and updated.</i></p> <p><i>What methods we can use to serve notices on you</i></p>
		<p>Service of Notices upon Us</p> <p>Any written notices or other correspondence about your tenancy must be served upon us:</p> <p>In Writing: Director of Housing, Ian Marlow Centre, 57 Blackbird Road, Leicester, LE4 0AR.</p>	1.9.2	<i>Change to the address to serve notices on us</i>
N/A	Requirements were contained in clause 27:	Permissions	1.10	<i>New clause on requirements</i>

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		<p>Where these conditions require you to obtain our written permission for something, it will not be unreasonably withheld. If we do refuse permission, we will inform you of our reasons.</p> <p>You must have our prior permission so that we can protect our property and also to ensure that any work you do complies with technical regulations (for example gas and electrical regulations) and our standards.</p>	1.10.1	<p><i>Moved from old condition 27</i></p> <p><i>Clarifies what you need to do to ask us permission where it is referred to elsewhere in the tenancy agreement</i></p>
		<p>If we give you permission this may have conditions attached to it. We do not normally charge you for giving you permission to do something, although you may incur costs to comply with a condition.</p>	1.10.2	<p><i>Tells you that we may attach conditions to permissions</i></p>
		<p>We reserve the right to withdraw our permission if you do not comply with any of the conditions which we make or if a nuisance is caused, or if any alteration or addition becomes unsightly or a danger, or if the structure of the property is damaged or for any other reasonable reason.</p>	1.10.3	<p><i>If you do not comply with our requirements, we can withdraw permission and ask you to put things right</i></p>
		<p>Even if we give our permission, you may still need to get planning or other permission and comply with building regulations and any other relevant regulations including gas, electricity and asbestos.</p> <p>It is your responsibility to ensure that all relevant permissions are obtained, and to provide us with copies when these are reasonably requested.</p>	1.10.4	<p><i>Sets out that you may also need to get other permission before you do any alterations or changes to the property.</i></p> <p><i>If you do not get the correct permission, you may have action taken against you by other agencies.</i></p>

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		<p>If you do not obtain written permission where required, we may require you to remove unauthorised alterations, or take another action to put things right. If you do not comply with our request, we may take legal action such as an injunction or repossession of your home.</p> <p>Any costs incurred will be recharged to you.</p> <p>We may also pursue a civil debt action in the event that we have to put right any unauthorised alterations undertaken at your property.</p>	1.10.5	<i>If you do something where you have not got our permission, we can put it right, and charge you for doing so.</i>
45	<p>Breaches of conditions of tenancy</p> <p>If you break any Conditions of Tenancy from Clause 16 to 44 we may take legal action, including eviction action, against you</p>	<p>Breach of these conditions</p> <p>If you break any condition in this agreement we may take legal action against you, for example by obtaining a possession order, injunction, demotion order, an order suspending the right to buy of your home or by extending your introductory tenancy.</p> <p>We can repossess your home if you have given false information to obtain the tenancy and/or if someone has given us false information on your behalf to obtain the tenancy.</p> <p>You may be liable for our legal costs if action is taken to repossess your property or an injunction, demotion order, or an order suspending your right to buy is made against you.</p> <p>If you leave your home without telling us, we may consider the property as ‘abandoned’ and may take steps to end your tenancy and</p>	<p>1.11</p> <p>1.11.1</p> <p>1.11.2</p> <p>1.11.3</p> <p>1.11.4</p>	<p><i>Re-written and expanded clause Moved from old condition 45</i></p> <p><i>What we can do if you break the conditions of this agreement</i></p> <p><i>Giving false information can lead to legal action</i></p> <p><i>We can make you liable for legal costs</i></p> <p><i>What we can do if you leave your home without telling us</i></p>

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		regain possession of the property. You may not be entitled to another property with us.		
		Joint tenants are jointly and individually responsible for complying with these Conditions of Tenancy.	1.11.6	<i>Where there are two people on the agreement they are both responsible for all the agreement We can peruse one or both of the people if there is a breach, including rent arrears</i>
N/A		<p>Recharges</p> <p>If we incur costs in carrying out work to your home for which we would not normally be responsible (for example putting things right after you have carried out an unauthorised alteration or clearing your garden, or at the end of your tenancy), we will recharge you in the following way:</p> <ul style="list-style-type: none"> • The cost of the work plus; • VAT at the current rate plus; • A reasonable administration fee. <p>Any recharges will be pursued in line with our debt recovery procedures. Should you fail to pay, we reserve the right to issue proceedings against you.</p>	1.12	<i>New clause Tells you how we will recharge you and what fees we will add.</i>
PART 2 – OUR OBLIGATIONS TO YOU				
7	<p>Occupation: Living in your home</p> <p>We will not disturb you in your home. It is your home to live in from the start of your tenancy.</p> <p>However, we will need you to let us into your home for these reasons:</p> <ul style="list-style-type: none"> •To inspect parts of the building 	<p>Occupation – living in your home</p> <p>We will not interfere with your right to live in the property so long as you comply with these Conditions of Tenancy, or unless the property is required for redevelopment or demolition, or we have a court order to recover possession.</p>	2.1	<p><i>Clause re-written and updated.</i></p> <p><i>The part about allowing access has moved to clause 3.13</i></p>

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	<ul style="list-style-type: none"> •To repair your home or your neighbour’s home •To inspect things we own, for example gas fires and wired smoke alarms <p>We will tell you 1 day or more before we need you to let us into your home.</p> <p>We will not ask you if we need to get into your home for the following reasons:</p> <ul style="list-style-type: none"> •To make an emergency repair like a gas leak or burst water pipe. •You do not follow the conditions of tenancy in this book. •The court has ended your tenancy and we have possession of your home. 	<p>If the property is required for re-development or demolition you may be asked to move temporarily or permanently. You may be entitled to compensation unless you choose to move before the work is programmed.</p>		<p><i>New part about where we may need to move you if we are going to redevelop a property or area.</i></p>
8	<p>Repair to structure, fixtures and exterior</p> <p>We will repair or replace anything included in your rent at the start of your tenancy. For example,</p> <ul style="list-style-type: none"> a) The roof b) Drains, gutters and outside pipes c) Outside <ul style="list-style-type: none"> Walls and doors Windowsills and window frames Painting and rendering of the building d) Inside <ul style="list-style-type: none"> Floors fitted by us Major plasterwork, Patching textured paint ceilings e) Chimney stacks 	<p>Repairs to structure, fixings and exterior</p> <p>We will maintain the structure and exterior of your home and associated structures. This includes:</p> <ul style="list-style-type: none"> a) Drains, gutters and external pipes; b) The roof; c) Foundations, outside walls, outside doors, broken glass caused by fair wear and tear, windowsills, window frames, thresholds; d) Internal walls, floors and ceilings (not including painting and decoration); e) Chimney and chimney stacks, central heating flues; f) Access ways to buildings. 	<p>2.2</p> <p>2.2.1</p>	<p><i>Clause re-written and updated</i></p> <p><i>Sets out what we are responsible for</i></p>

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	<p>f) Fences pathways and steps (if owned by us) g) Garages and other buildings included in your rent.</p> <p>We will not replace or repair damage caused by you, anyone living in your home or any visitor.</p> <p>If damage is caused by someone vandalising or breaking into your home you must tell the Police and get an incident number from them.</p> <p>We will not repair damage to decoration caused by your own improvement work.</p> <p>We will not repair damage to decoration caused by improvement work unless: - you have a written agreement with us; or: - damage has happened because we, or someone working for us, has been negligent.</p>	<p>We will not replace, or repair damage caused by you, or any person living with you or visiting your home.</p> <p>We are not responsible for condensation or the effects of condensation, unless it is caused by a breach of our repairing responsibilities.</p>	<p>2.2.2</p> <p>2.2.3</p>	<p><i>Clarifies that we are not responsible if a repair is needed because of damage caused.</i></p> <p><i>New clause Sets out that where repairs are needed as a result of condensation, we are not responsible for the repairs</i></p>
9	<p>Repairs to installations</p> <p>We will look after and repair water, gas and electricity installations that we have fitted.</p> <p>Some of the things we will repair are:</p> <ul style="list-style-type: none"> • Water pipes and water tanks, gas pipes and electric wiring • Electric sockets and light fittings • Kitchen and bathroom sinks • Bath and toilets - not the toilet seat • Flushing systems and waste pipes 	<p>Repairs to installation</p> <p>We maintain the installations in property for the supply of water, gas, heating and electricity that we have fitted.</p> <p>These installations include:</p> <ul style="list-style-type: none"> • Water pipes and water tanks, gas pipes and electric wiring; • Electric sockets and light fittings; • Baths, basins, kitchen and bathroom sinks; 	<p>2.3</p> <p>2.3.1</p>	<p><i>Clause re-written and updated</i></p> <p><i>Tells you what installations we are responsible for.</i></p>

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	<ul style="list-style-type: none"> • Water heaters, boilers, fireplaces, and radiators • Wired in smoke alarms <p>We will not replace or repair damage caused by you, anyone living in your home or any visitor.</p> <p>We will not repair damage to decoration caused by improvement work carried out by you or an outside contractor carrying out work we did not give permission for.</p> <p>We will not repair damage to decoration caused by improvement work unless:</p> <ul style="list-style-type: none"> - you have a written agreement with us; or - damage has happened because we, or someone working for us, has been negligent. 	<ul style="list-style-type: none"> • Bath and toilets - not the toilet seat; • Flushing systems and waste pipes; • Water heaters, boilers, fireplaces, and radiators; • Equipment for room and space heating (for example gas fires, economy 7 heaters); • Wired in smoke alarms, smoke and heat detectors, CO₂/CO detectors; • District heating equipment. 		
	<p>We will not repair damage to decoration caused by improvement work unless:</p> <ul style="list-style-type: none"> - you have a written agreement with us; or - damage has happened because we, or someone working for us, has been negligent. 	<p>We will not be liable for repairs to installations:</p> <ol style="list-style-type: none"> a) If the repairs become necessary for reasons other than normal fair wear and tear; b) If the installation was fitted by you without our consent; c) Where the installation is as a result of an alteration carried out by you. 	2.3.2	<i>Clarifies where we are not responsible for repairs</i>
N/A	N/A	<p>Internal decoration</p> <p>We will not repair damage to decoration caused by improvement work carried out by you or an outside contractor carrying out work we did not give permission for.</p> <p>We will not repair damage to decoration caused by improvement or other work as a result of undertaking our repair responsibilities unless we have agreed this with you before we do the work.</p> <p>If we have to carry our work we are not responsible for, we may recharge you the cost.</p>	<p>2.4</p> <p>2.4.1</p> <p>2.4.2</p> <p>2.4.3</p>	<p><i>New clause</i></p> <p><i>Clarifies where we are not responsible for damage</i></p> <p><i>Where we carry out work, we will not redecorate unless we agree this with you before we do the work</i></p> <p><i>If we have to do work in the property which we are not</i></p>

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				<i>responsible for, we can charge you for this.</i>
10	<p>Repairs – communal areas</p> <p>If you live in a flat or maisonette we will repair the areas of your home used by everyone living in the same building, for example:</p> <ul style="list-style-type: none"> • The entry to the building • Halls • Stairs and lifts • Rubbish chutes • Lights • Passageways 	<p>Repairs to communal areas</p> <p>If you live in a flat or maisonette we will maintain the communal areas of your home used by everyone living in the same building, for example:</p> <ul style="list-style-type: none"> • The entry to the building; • Halls; • Stairs and lifts; • Rubbish chutes; • Lights; • Passageways and corridors. 	2.5	<p><i>Clause re-written and updated.</i></p> <p><i>We have used the word “maintain” instead of “repair”.</i></p> <p><i>Gives examples of what common areas are, and what we will maintain.</i></p>
11	<p>Decoration</p> <p>We will decorate the outside of your home if we think it needs to be done.</p>	<p>External decoration</p> <p>We will decorate the outside of your home if we think it needs to be done</p>	2.6	<i>No change</i>
12	<p>Decoration of communal areas in flats and maisonettes</p> <p>We will check areas used by everyone in flats and maisonettes every 5 years. If these areas need decoration then we will decorate them.</p>	<p>Decoration of communal (shared) areas in flats and maisonettes</p> <p>We will check the appearance of areas used by everyone in flats and maisonettes on a regular basis. If we think these areas need decoration, then we will decorate them.</p>	2.7	<i>Clause amended to “regular basis” rather than 5 years</i>
13	<p>Other Services</p> <p>We may provide the following in your home</p> <ul style="list-style-type: none"> •Alarms •Lifts •Secure door entry systems •Security lights 	<p>Other services and housing costs</p> <p>We may provide the following in your home or communal area, for example:</p> <ul style="list-style-type: none"> • Lifts; • Secure door entry systems; 	2.8 2.8.1	<p><i>Clause re-written and updated.</i></p> <p><i>Gives examples of what services we may provide. These will be different in different blocks.</i></p>

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	<p>•Cleaning and caretaking</p> <p>We will keep anything we provide working but you will pay more rent to cover the cost of these services.</p> <p>We do not have to do anything if these services stop because of something we cannot control or because you did not tell us there were problems.</p>	<ul style="list-style-type: none"> • Security lights; • Security services; • Cleaning and caretaking; • CCTV; • Shared TV signal; • Gardening and landscaping services; • Other services. <p>You will be charged a fair proportion of the cost of providing these services. The cost of these services will vary from time to time.</p>		<p><i>If the cost of the service changes, we can change the amount we charge you</i></p>
		<p>Where we introduce a new service, or cease a current service, the charges will begin or cease on the date the service starts or ends.</p>	2.8.2	<p><i>What we will do when we start or end a service</i></p>
		<p>Where you and other tenants are responsible for the communal cleaning you must carry out the cleaning a regular basis.</p> <p>If you fail to carry out this action, and we have to do this for you, we will recharge you a proportion of the costs.</p>	2.8.3	<p><i>In some of our block, the tenants (and leaseholders) are responsible for cleaning.</i></p> <p><i>If the residents do not carry this out, we can recharge everyone for us doing this</i></p>
14	<p>Civil Partnerships</p> <p>The Civil Partnership Act, which came into force in December 2005, means that civil partners and those living together as civil partners will have the same rights as heterosexual couples.</p>	N/A		<p><i>Clause deleted</i></p>
N/A	N/A	<p>Alarms</p> <p>Where battery powered smoke/CO₂/CO alarms have been issued to you, we will check these during the annual gas serving visit or</p>	2.9 2.9.1	<p><i>New clause</i></p> <p><i>This covers all alarms we have fitted in your home. This includes smoke alarms, Carbon dioxide</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>other scheduled visit. You must inform us immediately if they are not working.</p> <p>Changing the batteries is your responsibility.</p> <p>You must test the alarm on a regular basis according to the instructions.</p>		<i>(CO₂) or Carbon monoxide (CO) detectors</i>
		Where there is a mains powered alarm fitted, you must check this on a regular basis, and allow us access to carry out routine maintenance.	2.9.2	<i>You should test your alarms on a regular basis.</i>
PART 3 – YOUR OBLIGATIONS TO US				
15	<p>Other breaches of tenancy conditions</p> <p>You must do what you have agreed to in these conditions of tenancy.</p> <p>If you, sub-tenants, household members or visitors do not follow the conditions of tenancy we may take your home from you.</p> <p>We will get support to do this from a court order and take any other action we think is needed.</p>	<p>Breaches of tenancy conditions</p> <p>You must comply with all of the conditions set out in this agreement</p> <p>If you do not comply with or if you break any of the terms and conditions of this Agreement we may use legal remedies available to us which may include re-possession of your home. The action we take will depend on the nature of your breach of tenancy and may also involve action with other agencies (e.g. the police).</p>	3.1	<p><i>This clause has been moved to section 3, rewritten and updated</i></p> <p><i>This sets out what we can do if you break (breach) the terms of the agreement.</i></p>
16	<p>Payment of rent and other charges</p> <p>You pay your rent</p> <ul style="list-style-type: none"> • For the week ahead • Every week or another agreed payment frequency • The preferred method of payment is Direct Debit or Standing Order. If you are unable to pay your rent this way ask about ways to pay your rent at the Customer Contact 	<p>Payment of rent and housing costs</p> <p>Rent and housing costs are charged weekly in advance and become payable every Monday</p> <p>You must pay the rent and housing costs when they become due throughout the whole period of your tenancy, including any period that you are away from the property.</p>	3.2	<p><i>Clause re-written and updated</i></p> <p><i>When costs are due to us</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>Centre.</p> <p>We may change the amount of rent you pay. We will tell you 4 weeks or more before we change your rent. You can end your Tenancy if you do not agree to the new amount of rent.</p> <p>There will be two ‘rent free’ weeks, usually the last two weeks in December. This is because your yearly rent is calculated over 50 weeks, not 52.</p>	<p>Rent and housing costs are not collected for a two-week period at Christmas, but if you are in arrears you should continue to make payments for these two weeks.</p> <p>A detailed breakdown of the housing costs due for your home will be given to you at the start of your tenancy</p> <p>If you are a joint tenant, then you are each responsible for the payment of the whole of the rent and any other housing related charges. We may issue Court Proceedings and obtain a Possession Order for you to be evicted from your home if you do not pay your rent and other charges. The Court may also order you to pay our legal costs.</p> <p>We have the right to charge you for any new service provided by us.</p>		<p><i>We do not collect rent over Christmas, but if you are in arrears you must still pay</i></p> <p><i>Sets out that both people are equally responsible pay the rent where there is a joint tenancy</i></p> <p><i>If you do not pay the rent we may take action to evict you</i></p> <p><i>If we introduce a new service, we can charge you for this, also see clause 3.15</i></p>
17	<p>Residence</p> <p>a) This home must be your only or main home.</p> <p>You or others must not do the following until you have our written permission</p> <ul style="list-style-type: none"> • Do not use your home for any kind of business • Do not show any business advert or sign in your home. <p>We will only give permission after we have considered how the business may affect other tenants or neighbours.</p>	<p>Residence</p> <p>You must use the property as your only or principal home. If you do not use the property as your only or principal home, we will take action to end your tenancy.</p> <p>You, or any person living with you or visiting your home, must not do the following until you have our permission:</p> <ul style="list-style-type: none"> • Use your home for any kind of business; • Show any business advert or sign in your home. 	<p>3.3</p> <p>3.3.1</p> <p>3.3.2</p>	<p><i>Clause re-written and updated</i></p> <p><i>This is also called the “tenant condition”.</i></p> <p><i>If you do not use the property as your main home, we will take steps to end the tenancy</i></p> <p><i>You must not run a business without our permission.</i></p> <p><i>Also see clause 3.21, below.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>b) If you are away from your home and not returning for 30 days or more you must do the following Write to tell us you will be away from home Make your home safe and secure for the time you are away.</p> <p>c) Only use the things we have fitted in your home as they are meant to be used. It may be dangerous to you or others to misuse anything in your home.</p>	<p>If you are going to be away from your home and not return for 30 days or more, you must do the following before you leave:</p> <ul style="list-style-type: none"> • Inform us you will be away from home; • Make your home safe and secure for the time you are away; • Provide emergency contact details; • Inform us of arrangements you have made to pay the rent. <p>If you don't, we may assume that you have abandoned your property and do not intend to return to it. In these cases, we may take action to recover vacant possession and may dispose of your belongings.</p>	3.3.3	<p><i>If you are not going to be living at your home for a period of time over 30 days, for example and extended holiday, a long term hospital stay or any other reason you must tell us.</i></p> <p><i>If you do not tell us, then you may not be seen as a secure tenant, and we can take steps to end your tenancy</i></p>
18	<p>Sub-letting and lodgers</p> <p>If you have an introductory tenancy or a demoted tenancy: You cannot rent your tenancy to another person (sub-let) You cannot have another person move into your home (lodger). You can only pass your tenancy to another person by a Court order.</p> <p>If you have a secure tenancy: You must have written permission from the Corporate Director of Adults and Housing before you rent all or part of your home to another person (sub-let). If you sublet without prior agreement by the Corporate Director of Adults and Housing you may lose your tenancy.</p>	<p>Sub-letting & lodgers</p> <p>Sub-letting means renting out all or part of your property to someone else.</p> <p>If you are a Secure or Introductory tenant you must not transfer, hand over or sub-let the whole of your property to another person.</p> <p>You must obtain our permission before sub-let part of your property to another person. If you sub-let part of your property without our prior agreement we may take action to end your tenancy.</p>	3.4 3.4.1	<p><i>Clause updated and re-written</i></p> <p><i>You cannot let out all of your home to another person.</i></p> <p><i>You need to ask permission before you sub-let part of the property.</i></p> <p><i>We have taken away the need for permission to be given by a Corporate Director.</i></p>
		<p>Secure tenants can take in lodgers however you must ask our permission before you take in a lodger.</p>	3.4.2	<p><i>You must tell us before you have a lodger.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		If you have an introductory or a demoted tenancy you must not transfer, hand over or sub-let all or part of your property in any circumstances. Introductory tenants cannot take in lodgers.	3.4.3	<i>There are differences between Introductory tenants and secure tenants.</i>
		The people who can live in your home are those you have told us about when you applied for the property. Before anyone else can come to live with you for more than four weeks, you must get our permission. You must also tell us within 28 days if there are any changes to your household such as a new baby, adopted / fostered children, or anyone leaving your household.	3.4.4	<i>New clause You must tell us about any changes to the number of people who live in the property. For example if someone has a baby or someone moves out</i>
		You must not let out the whole or part of your home on any short term let such as “AirBNB”, holiday lets or any similar method.	3.4.5	<i>New clause You cannot use the property to rent out on short term lets</i>
25	<p>Overcrowding</p> <p>The home you are given is the right size for the people you named on your housing application and who will be living with you.</p> <p>You will be breaking the law if you let too many people live in your home. The Housing Act 1985 describes this as statutory overcrowding.</p>	<p>Overcrowding</p> <p>You must not allow the number of people living in the property to exceed the permitted number, which is shown on the Tenancy Agreement that you signed to accept the property.</p>	3.5	<p><i>Clause rewritten.</i></p> <p><i>At the start of the tenancy, we will let you know how many people can live in the property. You should not exceed this number.</i></p>
19	<p>Repairs</p> <p>You must repair or replace the following things:</p> <ul style="list-style-type: none"> Cupboard catches Keys Plugs and chains for sinks, basins and 	<p>Maintenance</p> <p>You must keep the inside of your home clean and in good condition. You are responsible for repairing, renewing or replacing a number of items in the property, including but not limited to:</p>	<p>3.6</p> <p>3.6.1</p>	<p><i>Clause re-written and updated</i></p> <p><i>We have replaced the word “repairs” with “maintenance”</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>baths Minor repairs like small cracks in plasterwork</p> <p>b) You must pay to repair or replace things in your home that are damaged or lost because of the following: You or any other person do not take care or look after the property Deliberate damage by you or another person Pets Vandalism that has not been reported to the police</p> <p>We can repair the damage but you need to pay the cost of the repair.</p> <p>c) Your home needs to be heated and ventilated (open windows or use extractor fans) so that water droplets do not form on windows and walls.</p> <p>If you do get water droplets on windows or walls you must dry them immediately.</p> <p>d) Do not keep large amounts of anything that sets on fire or explodes easily like petrol, oil or fireworks. You can keep small amounts that you need to use in your home for example an aerosol, lighter gas or cooking oil.</p> <p>e) You must tell us immediately if something in your home needs to be repaired by us (read Our obligations to you). You may have to pay for repairs if you don't tell us quickly and things get more damaged.</p>	<ul style="list-style-type: none"> • Replacement of electrical fuses, provision of light bulbs and plug tops for appliances; • Renewal of plugs and chains to sinks, baths and wash basins; • Waste pipes, gullies and drains serving sinks, baths, basins and toilets, in addition these must be kept free of obstructions and blockages; • Broken internal doors; • Window and cupboard furniture including handles, latches, hinges, and internal locks; • Repairs to hat and coat rails; • Filling of minor plaster cracks, making good of small areas of defective plaster, internal painting and decorating; • Replacement of batteries in battery operated smoke/CO/CO₂ alarms; • Replacement of glass – where you, or someone you are responsible for caused the damage whether deliberately or by accident; • Reasonable preventative measures in relation to the bursting of water pipes, blocking of drains and sewers, and fire. 		<p><i>Gives examples of what we are not responsible for</i></p> <p><i>We have moved the condition on heating ventilation to clause 2.2 and 3.7</i></p>
		<p>You are responsible for the safe keeping of keys for door and window locks and the provision of additional locks.</p> <p>You are responsible for replacing keys, locks, or fobs when they are lost or stolen or when you get locked out.</p>	3.6.2	<p><i>Clarifies that you are responsible for locks and keys and if we do have to do any work you will be charged</i></p>

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	<p>f) You must keep the inside of your home in good condition. Clean and repair things like windows, doors, lights and cupboards. You must make sure that when you end your tenancy your home is in good condition and all repairs have been done.</p> <p>g) If you make any changes in your home that we have not agreed to you must remove those and correct any damage caused. If you don't repair the damage before you end your tenancy Leicester City Council will charge you for the repairs.</p> <p>h) You must make sure that your home and your garden does not put people in danger. For example, safely store sharp gardening tools and cleaning chemicals.</p> <p>j) You will be responsible for moving furniture and any floor coverings supplied and fitted by you, where access is needed for repair work</p>	<p>If you request us to undertake any of these items for you, we may charge you the full cost as a recharge.</p> <p>Only use the things we have fitted in your home (e.g. gas/electric fittings; district heating equipment; kitchen and bathroom fixtures and fittings) as they are meant to be used.</p> <p>It may be dangerous to you or others to misuse anything in your home.</p> <p>You must not carry out any alterations to any fixture or fitting (including hot and cold water systems, heating systems and electric circuits) without our prior permission.</p> <p>You, or any person living with you or visiting your home, must not interfere with, tamper, remove or damage any alarm or detector fitted to the property, common parts or communal areas</p>	<p></p> <p>3.6.3</p> <p>3.6.4</p>	<p></p> <p><i>Do not misuse fixtures and fittings in the property</i></p> <p><i>Do not tamper with or change installations</i></p> <p><i>Do not tamper with or damage alarms which have been fitted</i></p>
N/A	Some requirements in condition 19 as above	<p>Condensation</p> <p>You must act in a tenant like manner which amongst other things requires you to ensure your home is properly heated and ventilated, that air vents are kept clear and that proper venting arrangements are made for the extraction of water vapour from appliances such as a tumble drier and for normal household activities such as cooking and bathing. If any condensation or consequential mould growth occurs as a result of any failure</p>	3.7	<p><i>Re-written clause</i></p> <p><i>Sets out that you must properly ventilate and heat the property</i></p>

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		<p>in this regard, you are responsible for its removal.</p> <p>You must follow our reasonable instructions to keep your home free of condensation.</p>		
	Some requirements in condition 19 as above	<p>Reporting repairs</p> <p>You must report as soon as possible any repairs that need carrying out to the property that are our responsibility. You may be held responsible for any damage caused by a delay in reporting such works, or any work that is required as a result of a deliberate act or negligence by you, or any person living with you or visiting your home, (including children) or by a pet or animal belonging to you or them.</p>	<p>3.8</p> <p>3.8.1</p>	<p><i>Re-written clause</i></p> <p><i>You must tell us as soon as you can if something needs to be repaired.</i></p>
		<p>If you make any changes in your home that we have not agreed to, you must remove them and correct any damage caused. If you do not carry out necessary and specified works caused as a consequence of your behaviour, we will undertake this ourselves and recharge you.</p>	3.8.2	<p><i>When we ask you to put things right, you must do so., if you don't, we can charge you if we have to do work</i></p>
		<p>You are responsible for moving furniture and any floor coverings supplied and fitted by you, where access is needed for repair work.</p>	3.8.3	<p><i>If we need to repair something, you must move carpets furniture etc to allow us access.</i></p>
NA		<p>Decanting</p> <p>In the event that major works have to be carried out in your home, the Council may decide that the best and safest way to do this would be to move you into a different property temporarily, returning to your original home</p>	<p>3.9</p> <p>3.9.1</p>	<p><i>New clause</i></p> <p><i>This tells you what we need you to do if we have to move you on a temporary basis</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>when it is ready for you. This is called a “decant” move.</p> <p>If the Council ask you to do so, you must co-operate with us and move out temporarily until the works are complete. Reasonable efforts will be made to find the most suitable property for you, but the nature of works that require such a move may be urgent. The choices of accommodation available in the time required may be limited.</p>		
		<p>When we have completed the necessary works, and your home is ready for reoccupation, you must return to your substantive address.</p>	3.9.2	<p><i>You must go back to your home when we ask you to when work has been completed.</i></p>
20	<p>Some requirements in condition 19 as above.</p> <p>Decoration / DIY</p> <p>You must keep the inside of your home reasonably well decorated.</p> <p>When you sign for your Tenancy we may give you money towards decorating your home. This decorating allowance must only be used to decorate inside your home. You must pay back the decorating allowance if you end your tenancy and have not used the money to decorate inside your home.</p> <p>You may have asbestos panels or textured painted ceilings that may contain asbestos in your home. Asbestos is used for fire and electrical protection.</p>	<p>Internal decoration and hygiene</p> <p>You must keep the interior of your home neat, tidy and clean and not allow it to become filthy or verminous.</p> <p>You must decorate the inside of the home as often as is necessary to keep it in good condition.</p> <p>You, or any person living with you or visiting your home must not collect, amass, hoard or accumulate items within the property in a manner or in such quantities as to:</p> <ul style="list-style-type: none"> • Pose a health and safety risk to occupants and visitors, or; • Render the property unfit for occupation, or; • Pose a fire risk, or; • Prevent or obstruct the council’s employees, agents or contractors from 	<p>3.10</p> <p>3.10.1</p> <p>3.10.2</p>	<p><i>New clause</i></p> <p><i>Tells you that we expect you to keep the inside of the property clean and tidy.</i></p> <p><i>You are responsible for internal decoration.</i></p> <p><i>Do not store things which could be dangerous or become a fire risk</i></p>

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	<p>It is safe while left in place. It is dangerous to saw, drill or cut asbestos panels. It is very important to check you will not damage asbestos panels before you start any DIY.</p> <p>You can get a booklet about asbestos from the Customer Contact Centre.</p> <p>You cannot use the following in your home because they may cause health problems and fires</p> <ul style="list-style-type: none"> • <input type="checkbox"/> polystyrene tiles. • <input type="checkbox"/> internal wall cladding. • <input type="checkbox"/> textured paint <p>If you have used any textured paint, polystyrene tiles, or internal wall cladding during your tenancy you will be charged for the cost of removal if we have to do this either during or when you end your tenancy</p>	<p>accessing the property to undertake inspections or works to the property.</p>		
		<p>Textured coatings are not a suitable finish for walls but you can use it on ceilings.</p> <p>You must obtain our prior permission if you want to either use or remove textured coatings.</p>	3.10.3	<p><i>Do not use textured coatings (such as “artex”) on the walls</i></p>
		<p>You must use the drainage system responsibly and you must not allow a drain to become blocked as a result of misuse. Unless you live in a flat, you are responsible for clearing and keeping clear and free from obstruction all gulleys, entrances to drains, external air bricks and vents. You must not obstruct any air brick or vent.</p>	3.10.4	<p><i>Do not block drains and do not obstruct air bricks</i></p>
		<p>You, or any person living with you or visiting your home, must not place in any toilet, drain or sink any rags, cotton, bottles, oils, fat, wipes, or any other matter likely to cause a blockage. You must not place in any refuse bin or chute anything other than household refuse.</p>	3.10.5	<p><i>Do not block drains by putting items down the drain which could cause a blockage.</i></p>
		<p>You, or any person living with you or visiting your home, must dispose of your rubbish (including re-cycling) properly in line with the Council’s requirements. Otherwise you may be charged for any clearance required. This includes the disposal of any bulky or unusual items.</p> <p>You must dispose of medical waste in a proper manner.</p>	3.10.6	<p><i>Dispose of rubbish, household waste and recycling properly</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>You, or any person living with you or visiting your home, must not place or dump items in bin storage areas, other than in the bins provided.</p> <p>You may be charged for any costs incurred if the Council has to remove items in bin stores or areas or has to clean the areas as a result of fly tipping.</p>	3.10.7	<i>Do not dump items in bin areas</i>
		<p>You are responsible for treating or removing vermin, pests and other animals such as (but not limited to):</p> <ul style="list-style-type: none"> • Ants; • Bedbugs; • Bees; • Cockroaches; • Fleas; • Foxes; • Mice; • Pigeons; • Rats; • Squirrels; • Wasps. <p>You must report to us the presence in your home of rats, cockroaches or any other vermin.</p>	3.10.8	<i>If we have to clear bin stores or bin areas, we may recharge you some or all of the costs.</i>
21	<p>Gardens and Garages</p> <p>You must keep your garden, trees, hedges and garage tidy.</p> <p>You must get our written permission before you cut down or remove the trees around your home.</p>	<p>Gardens, courtyards and communal/open spaces</p> <p>You must keep your garden clean and tidy and the paths free from obstruction. You must maintain the garden, including trees, hedges, fences, lawns and borders to the satisfaction of the Council.</p>	<p>3.11</p> <p>3.11.1</p>	<p><i>Clause re-written and updated</i></p> <p><i>Keep any garden clean and tidy</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>You should not plant trees or shrubs in a place where they may cause damage or nuisance to your own or neighbouring properties.</p> <p>If damage is caused you will be asked to put it right.</p> <p>If you do not do this we will do the work and you will be charged for the cost of this</p>	<p>You must maintain any boundary hedges to our reasonable satisfaction and must not allow any boundary hedge to grow excessively so that it causes a nuisance or becomes unsightly.</p> <p>You must ensure that any structure or planting within your garden does not interfere with the public footpath, highway, entrance or exit to the property or in any way causes a nuisance or annoyance to other residents or visitors or causes an obstruction.</p>	3.11.2	<p><i>You must make sure all hedges are kept in a good condition, and kept to a reasonable height</i></p> <p><i>Make sure that anything in the garden does not obstruct a walkway for example overgrowth</i></p>
		<p>You, or any person living with you or visiting your home, must not deliberately store or allow to accumulate rubbish, scrap or unsightly objects in any garden, courtyard or communal areas. This includes, but is not limited to:</p> <ul style="list-style-type: none"> • Building materials and rubble; • Old cabinets, sinks etc; • Car and vehicle parts; • Bicycles and parts; • Furniture; • Wood, MDF, Chipboard and the like; • Household waste, rubbish and recycling; • Metals; • Dangerous, noxious or toxic substances; • Flammable items and material (including liquids and gasses); • Gas cannisters. 	3.11.3	<p><i>You must keep the garden clear of rubbish etc</i></p> <p><i>These are examples of items we would consider to be a nuisance. There may be other things not on this list which would cause a nuisance to other people living in the area.</i></p>
		<p>You, or any person living with you or visiting your home, must not or store or keep items in</p>	3.11.4	<p><i>Make sure things are stored safely</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		your garden, courtyard or communal area in such a manner that they pose a fire risk.		
		You must make sure that your garden does not put people in danger. For example, safely store sharp gardening tools and chemicals (including pesticides and herbicides).	3.11.5	<i>You must get our permission to make changes in the garden</i>
		<p>You must obtain our permission before the erection or removal of garden structures (garage, greenhouse, shed, animal shelter, pond etc.), fences, hedges and the planting or removal of trees, shrubs or bushes.</p> <p>Should permission be granted, in accordance with this agreement, you will remain responsible for the upkeep and maintenance of any garden structure erected by you.</p> <p>If you do not maintain any item to the satisfaction of the council, we may ask you to remove it at your own expense.</p> <p>If we have to carry out work to your garden for which we are not normally responsible we may recharge you.</p>	3.11.6	<i>Do not change the way the estate is laid out, for example by fencing in open plan areas</i>
		If your home is on an open-plan estate the front, side and rear areas must remain the way the Council has laid them out.	3.11.7	<i>Do not cause damage to any communal planting or structures in shared areas.</i>
		You, or any person living with you or visiting your home, must not remove or interfere with any trees, hedges or fencing that belongs to us located in a communal area, courtyard or other open space unless you have obtained our written permission first.	3.11.8	<i>Only store small amounts of fuel for normal domestic use</i>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>You, or any person living with you or visiting your home, you must not keep large amounts of anything that sets on fire or explodes easily like petrol, oil or fireworks in your garden or in any outhouse, shed, garage or other structure in the garden</p> <p>You can keep small amounts of fuel and oil that you need to use in your garden for example to power small garden tools and equipment (mowers, strimmers, hedge trimmers etc).</p>	3.11.9	<i>Do not cause a nuisance by using equipment in shared areas which gets in the way or annoys other people.</i>
		<p>You, or any person living with you or visiting your home, must not use any equipment or item in a communal area (shared garden, shared courtyard or other shared space) which causes, or is likely to cause a nuisance or obstruction to any other resident</p> <p>This includes, but is not limited to:</p> <ul style="list-style-type: none"> • Large items of play equipment (trampolines, bouncy castles etc); • DIY tools; • Mechanical devices; • Devices to play amplified sound. 	3.11.10	<p><i>New clause</i></p> <p><i>Some estates or shared areas have storage areas, where you have use of these, you must follow local instructions.</i></p>
		<p>You, or any person living with you or visiting your home, must follow the signs displayed by the Council in or around any building, courtyard, communal area, garden or other place. For example, if the sign says: “No Ball Games” then you must not play with a ball in that area. If the sign says: “No Smoking” you must not smoke in that area;</p>	3.11.11	
		Sheds, outbuildings and storage areas	3.12	Sheds, outbuildings and storage areas, new clause

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>Where you have access to, or are allowed to use, a storage area, outbuilding or shed in a communal area or shared space, you must follow local direction on their use.</p> <p>You must not use the area in a way which causes a nuisance to other residents, and you must not cause an obstruction to anyone else.</p> <p>If you fail to follow local instructions, we may remove the facility from your use.</p>		
22	<p>Environmental Health department</p> <p>Your home may become unhealthy and unsafe if you do the following</p> <ul style="list-style-type: none"> • leave rubbish around your home, • do not clean your home • do not look after your home. <p>Environmental Health officers may take action for the health and safety of you, other tenants and people who work for us.</p>		N/A	<i>Clause deleted , content has been moved to other clauses</i>
23	<p>Furniture and furnishings</p> <p>Any furnishings (for example beds, chairs, tables or a cooker) that are included in your rent belong to us.</p> <p>You must keep them clean and working.</p> <p>You must pay for the repair or replacement of these things if they are damaged or removed by any of the following</p> <ul style="list-style-type: none"> •you, 	N/A	N/A	<i>Clause deleted</i>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<ul style="list-style-type: none"> •any member of your household, •visitors •animals 			
24	<p>Failure to carry out maintenance</p> <p>If you do not do the maintenance work needed in your home (tenancy conditions 19 to 23) we will write to tell you the date you must have the work finished.</p> <p>If you still don't do the work, we will write to you at least 24 hours before we come to carry out any work needed.</p> <p>You will have to pay for any maintenance work we do to your home</p>	<p>Moved to 3.6 and 3.16</p>		<p><i>Clause deleted and contents moved to 3.6. 3.13 and 3.16.</i></p>
26	<p>Access</p> <p>You must let people working for us into your home to do the following:</p> <ul style="list-style-type: none"> •<input type="checkbox"/> check your home is in good condition •<input type="checkbox"/> check installations like heaters, the boiler or electric fires •<input type="checkbox"/> to work in your home •<input type="checkbox"/> to work on a building or neighbours home that is attached to your home <p>We will write to you at least 24 hours before we need you to let us into your home.</p> <p>From time to time we may do door-to-door surveys where prior notice has not been given.</p> <p>Annual gas service</p>	<p>Access to the property and health and safety</p> <p>You must allow us, or our representatives, agents or contractors access to the property at all reasonable hours to carry out necessary repairs, improvements, planned programmes, gas servicing, district heating checks, maintenance and checks to fire detection or suppression equipment and any safety checks, to inspect its condition and to complete new tenancy visits and tenancy audits.</p> <p>You must allow access at the start of your tenancy to commission the gas and electricity services in the property.</p> <p>If you do not give us access to the property and there is no good reason for this, we may take legal action.</p>	<p>3.13</p> <p>3.13.1</p>	<p><i>Clause re-written and updated.</i></p> <p><i>Sets out that you must allow access to carry out repairs or other reasonable reasons.</i></p> <p><i>We can take action against you if you do not allow us in.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>Every year, we must service appliances we fit in your home. For example:</p> <ul style="list-style-type: none"> •a gas fire •a gas boiler •a gas cooker •wired-in smoke alarms •carbon monoxide detectors <p>We will send you an appointment letter.</p> <p>In an emergency</p> <p>An emergency is</p> <ul style="list-style-type: none"> •When we think a person or your home will be unsafe if the work is not done. •When we have sent you several appointment letters and you have repeatedly not let us into your home. <p>We may not be able to write to you 24 hours before we need to get into your home for emergency work.</p> <p>We will get into your home any way we can. When we have finished we will make sure your home is secure.</p> <p>If you have had a letter but have not let us into your home, you have to pay for securing your home and any damage caused.</p>	<p>You must let any members of staff, agents and contractors visiting or carrying out work at your home to do so without hinderance, obstruction or interference. And you must provide a safe environment for them by:</p> <ul style="list-style-type: none"> • not smoking in the same room; • keeping pets under control and out of the way; • the safe storage of sharps or medical waste; • carrying out any other reasonable request relating to their health, safety or wellbeing. 	3.13.2	<p><i>We ask you to respect the health, safety and wellbeing of anyone visiting or working in the property</i></p>
		<p>We will give you at least 24 hours' notice if we require access to the property, unless we consider there to be a risk of personal injury, damage to the property or an adjoining property, to comply with our statutory requirements or if in our opinion there is an emergency, in which case we may require immediate access and reserve the right to force entry into the property if necessary.</p>	3.13.3	<p><i>We may force entry to make things safe in an emergency If we do this, we will let you know and leave the keys somewhere when they can be collected</i></p> <p><i>If we need access for any other reason, we will give you at least 24 hours' notice.</i></p>
		<p>In order to assess the condition of properties we are responsible for, we may use drones to inspect for any planned, cyclical or day to day repairs.</p> <p>We will carry this out in accordance with the necessary regulatory requirements.</p>	3.13.4	<p><i>If we need to use a drone we will make sure we do so as the law or regulation say we must.</i></p>
		<p>You must not interfere with or remove any piece of equipment which is fitted to your home or the communal areas which is installed for safety and/or security reasons.</p>	3.13.5	<p><i>Where we have fitted equipment to protect you or the property, you must not tamper with it.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>This includes, but is not limited to:</p> <ul style="list-style-type: none"> • CO₂/CO detectors; • Heat or smoke detectors; • Door closures; • Door entry systems and communal door locks; • Window restrictors. 		
N/A	N/A	<p>Fire safety and compliance with Fire Regulations</p> <p>Fire safety affects everyone. A fire in one home can quickly spread to others, especially in blocks of flats. It is everyone's responsibility to comply with fire regulations and behave responsibly to prevent fires from happening.</p>	3.14 3.14.1	<p><i>New clause</i></p> <p><i>We expect that everyone will act responsibly when it comes to fire safety</i></p>
		<p>You, or any person living with you or visiting your home, must comply with any instructions we issue with regard fire safety or evacuation and in accordance with requirements under fire regulations and related legislation.</p>	3.14.2	<p><i>You must follow all instructions relating to fire safety</i></p>
		<p>You, or any person living with you or visiting your home, must not do the following:</p> <ul style="list-style-type: none"> • Keep or use any items that may cause an obstruction or safety risk, or increase the risk of fire in your home or in any shared areas (including stairs, walkways, balconies and storage areas); • Use portable oil or paraffin heaters or keep petroleum gas or any other flammable or explosive substance in your home, garden, garage or shared area; 	3.14.3	<p><i>Do not keep anything in your property which poses a fire risk</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<ul style="list-style-type: none"> • Use gas heaters which run off bottled gas; • Use portable gas cookers; • Smoke in any enclosed shared areas including stairs, lifts and corridors of blocks or any other area which is designated no-smoking; • Remove, interfere with or damage self-closing devices fitted to doors. 		<i>Do not smoke in any shared or communal area</i>
		<p>You must not fit security grilles or gates to your windows or doors without our written permission.</p> <p>If you fit grilles or gates, it may make it difficult for the fire service or other emergency service to access your home or make it difficult for people inside the property to escape safely in an emergency.</p>	3.14.4	<i>If you obstruct your windows or doors, this may cause problems if you are trying to escape in the event of a fire or other emergency.</i>
		<p>You must make sure that your gas cooker is installed by a qualified installer on the Gas Safe register (previously CORGI registered) and that the cooker is regularly serviced.</p>	3.14.5	<i>You are responsible for having your gas cooker serviced by a qualified person.</i>
		<p>You, or any person living with you or visiting your home, must not remove, interfere with or damage any equipment for detecting or putting out fires in your home or shared areas, for example, smoke or heat detector systems or fire suppression systems</p>	3.14.6	<i>Leave all equipment as it is.</i>
		<p>You must allow the fire service and other professional staff into your home to carry out a fire-risk assessment when we consider necessary and reasonable.</p>	3.14.7	<i>Let other agencies carry out essential check to your home when needed.</i>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>You must familiarise yourself with any Personal Emergency Evacuation Plan (PEEP) issued to you by the Council and co-operate with it. You must comply with any instructions issued by the nominated officer in compliance with the Council's fire regulation obligations.</p> <p>If your health, or the health of someone living with you, deteriorates in such a manner that would make it difficult for escape from your home without assistance in a case of fire, you must notify us so we can agree a PEEP or alternative solution.</p>	3.14.8	<p><i>A personal evacuation plan is designed to assist you, the fire and rescue service and other agencies in the event of an emergency</i></p> <p><i>If you or someone else becomes ill, we need to know so we can discuss any evacuation plan with you.</i></p>
		<p>We reserve the right to remove and dispose of items which could cause a danger to others with no prior warning, for example when stored in communal areas, corridors, bin stores, drying rooms or anywhere else, and you may be recharged any costs incurred.</p>	3.14.9	<p><i>If you leave items in communal areas, such as corridors or stairwells or anywhere else, we will remove them</i></p>
27	<p>Changes and alterations</p> <p>Do not make any changes to your home unless you have written permission from us. You must have a letter from us giving you permission before you do any alterations.</p> <p>Without written permission you must not:</p> <p>(a) change the structure of your home, for example by building or removing a wall, or creating new doorways and archways.</p> <p>(b) put up any of the following: Garage Shed Greenhouse</p>	<p>Changes and alterations</p> <p>You must obtain written permission from the Council BEFORE you make any changes or alterations.</p> <p>Examples of changes/alterations requiring written permission include but are not limited to:</p> <ul style="list-style-type: none"> • Change the structure of your home, for example by building or removing a wall, or creating new doorways and archways; • Kitchen fittings, kitchen units, tiles either floor or walls, worktops and taps; 	3.15 3.15.1	<p><i>Clause updated and rewritten</i></p> <p><i>Do not carry out any alteration or changes in or around the property without getting our permission first.</i></p> <p><i>These are some examples of what you need permission for.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>Pigeon loft Fencing</p> <p>(d) attach these things to your home: Short or long wave radio aerial CB aerial Satellite dish on tower block flats Any other recording / receiving or transmitting device</p> <p>(e) install a water meter (Severn Trent Water Authority will need to see a letter with our permission before you can have a new water meter fitted).</p> <p>(f) install wooden or laminate flooring if you live in a flat or maisonette above ground level.</p> <p>If you do make alterations without permission you may have to put the property back to its previous state and you will have to pay the cost of this.</p> <p>We want to look after the homes we rent and the estates we manage. We will give you permission to make changes to your home if we think they are fair (reasonable). If we say no, we will write to tell you why.</p>	<ul style="list-style-type: none"> • Bathrooms and shower fittings, including tiles, cabinets etc; • Any fixed floor coverings such as laminate or glued carpets; • Put up any of the following: <ul style="list-style-type: none"> ○ CCTV & other surveillance devices; ○ Garage; ○ Shed; ○ Greenhouse; ○ Pigeon loft or other animal shelter; ○ Fencing and gates; • Attach these things to your home: <ul style="list-style-type: none"> ○ Short or long wave radio aerial; ○ CB aerial; ○ Satellite dish on tower block flats; ○ Any other recording / receiving or transmitting device. • Install a water meter; • Install wooden or laminate flooring if you live in a flat or maisonette above ground level. 		
	<p>It is your responsibility to find out if planning permission is needed and to apply for it if necessary</p>	<p>You, or any person living with you or visiting your home, must not change, remove, alter or cause damage (for example by drilling holes or attaching screws) to any fire door fitted to your home or any self-closing device fitted to any door.</p> <p>This includes internal and external fire doors.</p>	3.15.2	<p><i>Do not cause damage to any fire door</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>In addition, you must seek our permission before you do any of the following mentioned in this agreement:</p> <ul style="list-style-type: none"> • use your home for any sort of business; • put up a sign; • take in lodgers or sub-let part of the property; • allow anyone else to live at the property; • using or removing textured coatings; • erecting / removal of garden structures; • remove or interfere with trees, hedges or fencing; • fit grilles or gates; • park a motorhome, caravan or commercial vehicle; • keep an assistance animal in flat where animals are otherwise prohibited; • exchange your tenancy with anyone else; • carry out any improvement. 	3.15.3	<p><i>These are the things in the tenancy agreement where you need to get our permission before you do them.</i></p>
	Contained in other conditions	<p>Damage to your property, repairs and other items we charge you for</p> <p>You must tell us if any damage has accidentally or otherwise been caused to the property, or any fixtures or fittings, regardless of how this happened</p> <p>If you fail to tell us, we may take action against you.</p>	<p>3.16</p> <p>3.16.1</p>	<p><i>New clause</i></p> <p><i>If something is broken, you must tell us.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>If we are required to carry out any works or undertake repairs because of any failure on your behalf, or action which causes damage to the property, fixtures or fittings, regardless how caused, we may recharge you for any work undertaken.</p>	3.16.2	<p><i>We can recharge you for work we do where you have caused the damage.</i></p>
		<p>If you break these conditions, we may charge you for the cost of us putting the matter right, including dealing with rubbish, repairing any damage and cleaning the property.</p>	3.16.3	<p><i>We can recharge you for work we do where you have caused the damage.</i></p>
		<p>We may charge you for the cost of replacing lost keys or key fobs, including any new locks that are needed when they are lost or stolen or when you get locked out.</p>	3.16.4	<p><i>Makes it clear that you are responsible for paying for new keys or fobs</i></p>
28	<p>FLATS AND MAISONNETTES</p> <p>If you live in a flat or maisonette there are added conditions because of the design of your home.</p> <p>(a) You must not leave any object in corridors, walkways or balconies.</p> <p>(b) You must not store any of your belongings in the communal drying areas and ‘wheelie bin’ store. We will remove and dispose of any items and you will be charged for the cost of doing this.</p> <p>(c) You must not park where you will block emergency vehicles or other tenants and visitors.</p> <p>(d) You can only use the rubbish chutes or bins to get rid of small items.</p>	<p>Flats and maisonettes</p> <p>If you live in a flat or maisonette you, or any person living with you or visiting your home, must comply with the following additional conditions:</p> <p>a) Must not leave any objects in corridors, walkways or balconies;</p> <p>b) Must not store any of your belongings in the communal drying areas and any bin store. We will remove and dispose of any items and you may be charged for the cost of doing this;</p> <p>c) Must not park or obstruct access areas for emergency vehicles or refuse and other service vehicles nor park in a way in which obstructs entrances or access ways for vehicles, wheelchairs, mobility scooters etc.;</p>	3.17 3.17.1	<p><i>Clause updated and rewritten</i></p> <p><i>Flats and maisonettes have areas which are used and shared by other people, such as stairs, walkways, balconies, lobbies etc As such, we expect people to behave in a way that does not annoy or cause a nuisance to other people.</i></p> <p><i>This clause sets out what we ask people to do or not do to behave reasonably.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>Take care to not block the chutes or cause a fire in them.</p> <p>Always wrap nappies, food waste and women’s sanitary items in small bags before you throw them in bins. This will protect your health and avoid attracting rats and insects.</p> <p>Please contact the Cleansing Section, at the Environment and Development Department or ask at the Customer Contact Centre for large items of rubbish to be collected.</p> <p>(e) Do not use or keep anything that explodes or sets on fire easily if you live in a flat more than four floors up. For example, no bottled gas, bottled paraffin or petrol</p> <p>(f) If there is no cleaning service for your building you and other people living in the flats or maisonette must clean areas you share. For example balconies, drying areas and staircases</p> <p>(g) Do not throw anything from the landings, balconies, corridors or windows</p> <p>(h) Do not damage or change any of the security or safety equipment. Do not change or damage shared areas.</p> <p>Do not place items to hold doors open.</p> <p>(i) You must follow the signs in or around the buildings. For example, if the sign says ‘No ball games’ then you must not play with a ball in that area. If the sign says ‘No Smoking’ you must not smoke in that area.</p>	<p>d) If there is no cleaning service for your building you and other people living in the flats or maisonette must clean the areas you share. For example, balconies, drying areas and staircases;</p> <p>e) Must not throw anything (including foodstuff) from landings, balconies, corridors or windows;</p> <p>f) Must not damage or change any of the security or safety equipment;</p> <p>g) Must not change or damage shared areas;</p> <p>h) Must not place items to hold doors open;</p> <p>i) Correctly use any drying facilities and areas we may provide;</p> <p>j) Must not fit laminate or similar flooring if you live above ground floor.</p>		<p><i>You must adhere to any signs or instructions we give</i></p>
		<p>If you live in a flat or maisonette you, or any person living with you or visiting your home, must comply with the following additional conditions applying to household waste and recycling:</p> <p>a) Where provided, only use the rubbish chutes or bins to get rid of small items. Take care to not block the chutes or cause a fire in them;</p> <p>b) Must not leave rubbish and household waste either in bags or otherwise outside your door;</p> <p>c) Always wrap nappies, food waste, pet waste, and sanitary items in small bags before you put them in bins. This</p>	3.17.2	<p><i>These conditions are to make sure that rubbish is disposed of properly, and that items are not dumped in bin stores or corridors.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	(j) You are expected to correctly use any drying facilities we may provide for you.	<p>will protect your health and avoid attracting rats and insects;</p> <p>d) Must not allow rubbish to accumulate in the property or any garden or communal area whether or not it is in bin bags;</p> <p>e) Must use the Council's bulky Waste collections service for the removal of any large or bulky items;</p> <p>f) Must not dispose of large household items or any other waste or recycling in the bin areas, bins stores, on-street facilities or fly-tip in any other way.</p> <p>We may recharge you if you fail to dispose of your rubbish properly, and your actions result in accumulations of waste in the bin areas, the street, roadway or in any of the communal areas in or around your property. Such a charge may include any cleaning and sanitising costs we incur.</p>		<p><i>We can recharge you if you break this condition.</i></p>
		<p>You, or any person living with you or visiting your home, must not use, keep or store dangerous, harmful or inflammable materials, liquids or gases.</p> <p>Only materials that can currently and reasonably be put to medical or domestic use can be kept in your home.</p>	3.17.3	<p><i>Do not keep dangerous items in any flat or maisonette</i></p>
		<p>If you, or any person living with you or visiting your home smoke, and you live in a flat or maisonette which has access to a shared corridor or other enclosed space, you must ensure that you keep the front door closed to prevent smoke causing a nuisance or annoyance to other people.</p>	3.17.4	<p><i>Make sure you close the door to your home if you smoke to prevent smoke causing a nuisance to other people.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
29	<p>Domestic animals</p> <p>For certain blocks of flats and maisonettes in the city there is a ban on domestic animals. A list of these blocks and maisonettes is available from the Customer Contact Centre.</p> <p>For other flats and maisonettes you can have an animal that can be safely kept in a small cage (for example a hamster) or an aquarium (for example fish).</p> <p>You may not be allowed to keep this animal for any the following reasons:</p> <ul style="list-style-type: none"> •The animal is a nuisance or annoying to others •The size of the cage or aquarium is a nuisance or annoying to others •The animal or the size of the cage or aquarium is likely to become a nuisance or danger to health. <p>We will write to tell you to remove the animal by a certain date.</p> <p>If your home has a private garden you can keep no more than two domestic animals, e.g. a cat or a dog, not farm animals.</p> <p><u>Exceptions to this clause:</u></p> <p>If you are registered disabled, you can have a guide dog or any other animal you need to have because of that disability.</p>	<p>Animals</p> <p>You are not allowed to keep domestic animals in certain blocks of flats and maisonettes in the city. A list of these blocks and maisonettes is available on the housing pages of the council’s websites or from the council’s customer services and you will be made aware of this when you start your tenancy.</p> <p>Assistance animals (such as guide dogs) may be allowed in any property, but you will need permission first if you live in one of these blocks.</p>	<p>3.18</p> <p>3.18.1</p>	<p><i>Clause rewritten and updated</i></p> <p><i>If you have an assistance animal, please speak to us.</i></p>
		<p>If you live in a property which has direct access to an individual garden, you may keep domestic pets such as dogs or cats.</p> <p>If you live in a property where you are allowed to keep pets, other than a house or bungalow, you may not keep more than 2 dogs or cats in total.</p> <p>You are not allowed to keep any dogs that are banned under the Dangerous Dogs Act 1991 and successive legislation.</p> <p>In line with legal requirements, all dogs will be required to have an identification chip and to wear a collar and disc while in a public place.</p> <p>All dogs must be on a lead and under proper control when in any communal area.</p>	<p>3.18.2</p>	<p><i>You need direct access to a garden area. If you live in a flat or maisonette which has a communal entrance cannot have cats or dogs.</i></p> <p><i>What you must do if you keep dogs</i></p>
		<p>You must ensure that your garden is kept clear of dog and other animal faeces, and you must not allow animal waste to accumulate in</p>	<p>3.18.3</p>	<p><i>If you have a dog, you must clear up all dog mess.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>such a manner that is causes a nuisance (for example causes a foul smell or is unsightly).</p> <p>You must not allow your dog, or any other animal, to foul any communal or other areas.</p> <p>You must clear up any dog faeces deposited by a dog which you own or are looking after.</p>		<p><i>You must not let any animal to foul a shared garden or other area</i></p>
		<p>You are allowed to keep reasonable numbers of fish or small caged animals in any property.</p>	3.18.4	<p><i>This covers animals which are kept in a small cage or small tank.</i></p>
		<p>You are not allowed to keep within your home, garden, communal areas, or on any land belonging to us any wild or dangerous animal.</p> <p>You are not allowed to keep within your home, garden, communal areas, or on any land belonging to us any farm animal such as, but not limited to, chickens, cockerels, ducks, geese, donkeys, horses, pigs, cows, goats, pigeons.</p>	3.18.5	<p><i>This applies to all gardens, communal and shared areas, as well as other land owned by us.</i></p>
		<p>You must keep all animals in proper and humane conditions.</p>	3.18.6	
		<p>You, or any person living with you or visiting your home, must not allow any animal to behave in a way likely to frighten, or cause a nuisance, do damage to property or attract vermin, and agree to remove it from the property permanently if we ask you to do so.</p> <p>We reserve the right to withdraw permission to keep pets or animals where you, or any person living with you or visiting your home, are mistreating the animal(s), or are not capable of looking after their welfare.</p>	3.18.7	<p><i>If you, or anyone else, treats any animal badly or does not look after it properly, we can ask you to remove the animal</i></p> <p><i>Where we have asked you to remove an animal and you don't do it, we can take action to remove the animal, and we can ask other agencies such as the RSPCA or Police to assist us</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>Mobility scooters</p> <p>Mobility scooters and similar equipment must not be stored in any location where they can cause a nuisance or obstruction to other residents or cause a risk of fire. This includes, but is not limited to: corridors, balconies, walkways and paths, common rooms and communal areas.</p>	<p>3.19</p> <p>3.19.1</p>	<p><i>New clause</i></p> <p><i>Sets out our expectations of you have a mobility scooter at your home</i></p>
		<p>If scooter kept or used by you, or any person living with you or visiting your home, causes damage to the inside of your home, communal area or any other part of buildings owned or maintained by the Council you will be liable for the full cost of any repair.</p>	<p>3.19.2</p>	<p><i>Do not leave things where other people could be injured or they would stop someone escaping in an emergency.</i></p>
		<p>Mobility scooters, chargers and other ancillary electrical devices must have an annual Portable Appliance Test (PAT) carried out by a suitably qualified person. You are responsible for arranging and paying for such testing.</p> <p>You must only charge a scooter or in your home or designated area.</p>	<p>3.19.3</p>	<p><i>If a scooter damages anything, we will charge you for any repairs we carry out.</i></p>
		<p>Where storage is provided for Mobility Scooters, you must use this in accordance with any local instructions</p>	<p>3.19.4</p>	<p><i>This clause has been added to ensure that electric devices are maintained and are safe</i></p> <p><i>You cannot use a communal supply (for example in a corridor) to charge a mobility scooter</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		Where there is a charge made for the cost of re-charging batteries, electric vehicles or other services, you must pay these charges in line with other costs.	3.19.5	<i>Use the storage areas property and with consideration for other users</i>
40	<p>Parking of Vehicles</p> <p>You can park a car, van or motorbike in the following places:</p> <ul style="list-style-type: none"> <input type="checkbox"/> your garage <input type="checkbox"/> on a parking space you rent from us <input type="checkbox"/> where there is a clear designated parking area <p>b) You cannot park a caravan, boat or trailer at your home without written permission from us.</p> <p>c) You cannot park on a road, pathway or grassed area if we have not designated it as a parking area.</p> <p>d) Your car or van must be</p> <ul style="list-style-type: none"> <input type="checkbox"/> less than 2 metres high (6 foot 6”), <input type="checkbox"/> less than 1.83 metres wide (6’) and <input type="checkbox"/> less than 4.8 metres long (16 feet). <p>e) If you wish to park a bigger car or van you must have written permission from us to do so.</p> <p>f) People living in your home or any visitors must only park in a parking area.</p> <p>g) We may choose to let you park a caravan, boat or trailer on a hard-standing area. We need to check the hard-standing area is properly constructed.</p>	<p>Vehicles</p> <p>You, or any person living with you or visiting your home, can park a car, van or motorbike in the following places:</p> <ul style="list-style-type: none"> • your garage; • on a parking space you rent from us; • where there is a clear designated parking area; • in your drive if you have one. <p>You, or any person living with you or visiting your home, must not park or leave any vehicle that is not taxed, insured or roadworthy, or which has a SORN (Statutory Off Road Notification) on any land belonging to us (other than your private drive if you have one).</p> <p>The Council will remove any untaxed or abandoned vehicles left on our land.</p> <p>You, or any person living with you or visiting your home, must not park any motorhome or caravan at your home without our permission.</p> <p>You must not allow anyone to live in any motorhome or caravan parked at or in the vicinity of your home.</p> <p>You, or any person living with you or visiting your home, must park vehicles in designated parking areas and within marked parking bays, where they are available.</p>	<p>3.20</p> <p>3.20.1</p> <p>3.20.2</p> <p>3.20.3</p> <p>3.20.4</p>	<p><i>Clause rewritten and updated.</i></p> <p><i>Added “your drive”</i></p> <p><i>All vehicles must be taxed and in a roadworthy condition</i></p> <p><i>You cannot park caravans or motorhomes at the property This is a similar to restrictions on many private estates.</i></p> <p><i>Park with consideration to other residents</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
41	Vehicle repair / businesses	You, or any person living with you or visiting your home, must not park or drive a vehicle on any shared area that is not a road, including footpaths and grassed areas.	3.20.5	<i>Do not park on grassed areas</i>
		You, or any person living with you or visiting your home, must not park, on any part of the estate or land owned by us, any: <ul style="list-style-type: none"> • heavy goods vehicle; • vehicle that does not fit in a parking space; or • large or unusual vehicles which could be a nuisance to others. 	3.20.6	<i>We have removed the length, height and weight restriction</i> <i>Instead, the clause prevents vehicles which cause a nuisance to others.</i>
		You, or any person living with you or visiting your home, must not park in disabled parking spaces unless you hold a Blue Badge for disabled parking.	3.20.7	<i>You can only park in an accessible space if you are entitled to use it</i>
		You, or any person living with you or visiting your home, must not park dangerously or obstruct access to any other home, emergency access area or service area (for example, bin areas, accessways, entrances, paths etc).	3.20.8	<i>This clause is to make sure that essential and emergency services can access blocks.</i>
		If we are required to remove a vehicle because you, or any person living with you or visiting your home, are in breach of these conditions you may be charged any costs incurred for the removal and/or storage of the vehicle.	3.20.9	<i>New clause</i> <i>We will charge you if we incur costs removing a vehicle which is parked where it should not be</i>
		You, or any person living with you or visiting your home must only charge an electric vehicle in designated areas and you must not cause an obstruction (for example with trailing leads) when doing so.	3.20.10	<i>We have deleted condition 41, and added the requirements into 3.20</i> <i>We have split the section into vehicle repairs, and moved the</i>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>You must not do the following at your home or in the area you live:</p> <ul style="list-style-type: none"> a) repair cars, vans or motorbikes if it is likely to annoy, disturb or offend other people. b) run a business selling or repairing cars, vans or motorbikes. c) park an untaxed car, van or motorbike on council land. It must only be parked in your garage or on your driveway. d) put up a sign or poster for a business or any other reason without our permission. e) operate a vehicle business, either selling or repairing, from your property without our written permission 			<p><i>requirements for businesses to 3.21 (below)</i></p>
42	<p>Other businesses</p> <p>You must not carry out the following at your property</p> <ul style="list-style-type: none"> a) Operate a business without our written permission. b) Display any advertisement sign for a business or other reason on any part of your property without our written permission. c) If you are given permission to operate a business it must not be, or be likely to become, a nuisance, annoyance or cause offence to other people 	<p>Businesses</p> <p>You, or any person living with you or visiting your home, must not carry out the following at your home:</p> <ul style="list-style-type: none"> a) Operate a business without our prior permission, and if granted you must abide by any conditions we may attach. b) Display any advertisement sign for a business or other reason on any part of your property without our written permission. <p>If you are given permission to operate a business it must not be, or be likely to become, a nuisance, annoyance or cause offence to other people</p>	3.21	<p><i>Clause rewritten and updated</i></p> <p><i>We have amalgamated some of condition 41 and condition 42 for the new clause</i></p> <p><i>Now includes provision for childcare, but you must be OFSTED registered</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
44	<p>Neighbourhood agreements</p> <p>It is a condition of your tenancy that you abide by any Neighbourhood Agreement that may have been set up in consultation with the local community, including tenants.</p>	N/A	N/A	<i>Clause deleted</i>
PART 4 - NUISANCE, HARASSMENT, ANTI-SOCIAL AND CRIMINAL BEHAVIOUR.				
30	<p>Abuse of City Council employees and others</p> <p>We will take action against you if you physically or verbally abuse people working for or on behalf of Leicester City Council. This includes Leicester City Council officers, Tenant and Resident representatives, contractors and voluntary workers.</p> <p>We may also take action against you if your family, lodgers, sub-tenants or visitors physically or verbally abuse people working for, or on behalf of, Leicester City Council.</p> <p>We may end your secure or introductory tenancy or, if you are a secure tenant we may end this and make you a demoted tenant.</p>	<p>Abuse of City Council employees and others</p> <p>You, or any person living with you or visiting your home, must not cause alarm and distress to, nor obstruct, abuse, harass, threaten, assault or use insulting words and behaviour towards any Leicester City Council employees, councillors, contractors, agents, clients or anyone engaged directly or indirectly in the housing management functions of the council.</p>	4.1	<p><i>The section on NUISANCE, HARASSMENT, ANTI-SOCIAL AND CRIMINAL BEHAVIOUR has been completely re-written</i></p> <p><i>It now includes a number of new clauses as below</i></p>
31	<p>Nuisance</p> <p>You, your family, lodgers, sub-tenants and visitors must not annoy other people.</p> <p>You must not make noise that, in our opinion is loud enough to be a nuisance to other people. This includes noise from your TV, radio, music player, musical instrument or machinery</p>	<p>Nuisance</p> <p>You, or any person living with you or visiting your home, must not act in any way which causes or is capable of causing nuisance or annoyance to any person.</p> <p>This condition applies to conduct in your home, in the locality of your home, on-line, and in relation to a person's occupation of</p>	4.2	<p><i>We have now included a definition of where this clause applies to</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>residential premises and to conduct capable of causing nuisance and annoyance to the Council, in its capacity as Landlord, or to a person employed by the council or their agents and clients in connection with the exercise of its housing management functions.</p> <p>Such conduct includes but is not limited to:</p> <ul style="list-style-type: none"> • loud noise, loud music; • loud arguments, fighting, foul language; • dumping rubbish, electrical appliances or furniture; • abuse, bullying, intimidation or threats; • failing to keep pets under control including excessive barking of dogs and dogs fouling in communal or shared areas; • jamming communal entry doors and fire doors open; • slamming of doors; • spraying or writing graffiti; • damaging or vandalising property; • carrying a knife without lawful reason on any land where the council exercises a housing management function; • behaviour associated with substance or alcohol abuse; • spitting or urinating anywhere in the communal areas of a block or on the estate; • playing ball games close to people's homes; 		<p><i>Expanded clause to give examples of nuisance behaviour</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<ul style="list-style-type: none"> • vehicle nuisance; • making false, frivolous or malicious allegations. 		
32	<p>Harassment, anti-social behaviour or discrimination</p> <p>You must treat people with respect and not discriminate against.</p> <p>There are four main types of discrimination:</p> <p>1. Direct Discrimination: When someone is treated worse than others in the same situation because of their race, disability, age, sexual orientation, gender, religion or belief.</p> <p>2. Indirect Discrimination: Where something is done that makes someone of a certain race, disability, age, sexual orientation, gender, religion or belief disadvantaged compared to others.</p> <p>3. Victimisation: It is against the law to treat someone of a certain race, disability, age, sexual orientation, gender, religion or belief differently and in a worse way where they have brought proceedings or given evidence under the Race Relations Act, Sex Discrimination Act, Disability Discrimination Act, Protection from Harassment Act or any other relevant Act.</p> <p>4. Where a person harasses another because he/she is from another race, is disabled, of a different age, sexual orientation, gender, religion or belief and this violates the other person's dignity or creates an intimidating / hostile / offensive environment for that person.</p>	<p>Hate crime and harassment</p> <p>You, or any person living with you or visiting your home, must not engage in any conduct or behaviour which may cause harassment alarm or distress to any person based on any Protected Characteristics such as race, religion, sex, age, disability, marriage or civil partnership, sexual orientation, gender reassignment and pregnancy or maternity.</p> <p>This includes abusive behaviour, verbal or otherwise, graffiti, public notices, on-line comments, or in any other way.</p> <p>This condition applies to behaviour in your home, on any council owned land, in the locality of your home and in relation to conduct and behaviour aimed at a person in relation to their occupation of residential premises and to any conduct or behaviour which directly or indirectly affects the council's housing management functions</p> <p>You, or any person living with you or visiting your home, must not do the following:</p> <ul style="list-style-type: none"> • be a member of any proscribed (banned) organisation; • encourage anyone else to join a proscribed organisation; • carry out any act to promote a proscribed organisation; 	<p>4.3</p> <p>4.3.1</p> <p>4.3.2</p>	<p><i>We have simplified this clause and taken out some of the definitions we used.</i></p> <p><i>The law on hate crime and harassment has recently changed, so we have updated our definitions</i></p> <p><i>New condition</i></p> <p><i>This covers proscribed (banned) organisations which are involved in hate crime and terrorist related activities</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>You, your family, lodgers, sub-tenants and visitors must not harass, intimidate or discriminate against other people. Do not annoy, disturb or be a nuisance to people in your home, on your estate or in other areas where we own homes.</p> <p>Leicester City Council will make you pay for all the damages you or anyone living in your home has caused.</p>	<ul style="list-style-type: none"> • raise funds for, or fund a proscribed organisation, either directly or indirectly; • organise, or take part in an event where a proscribed organisation is publicised, promoted or encouraged. <p>This includes displaying of offensive or proscribed material, harbouring a member of a proscribed organisation or assisting or encouraging an individual associated with such an organisation in any other way.</p>		
33	<p>Domestic violence / abuse</p> <p>You must not inflict domestic violence by using physical, mental, emotional, sexual, social or economic abuse against an individual if you are their partner, ex-partner, carer, or if you are a member of their family, in a current or previous relationship.</p>	<p>Domestic violence / abuse</p> <p>You, or any person living with you or visiting your home, must not support or perpetrate any forms of domestic violence and abuse.</p> <p>Domestic violence and abuse is defined as:</p> <p>Any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality.</p> <p>This can encompass but is not limited to the following types of abuse:</p> <ul style="list-style-type: none"> • psychological; • physical; • sexual; • financial; and • emotional. 	<p>4.4</p> <p>4.4.1</p>	<p><i>We have updated and expanded this clause</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>This includes controlling and coercive behaviour, forced marriage and female genital mutilation, as defined in law.</p>		
		<p>If you are a perpetrator of domestic violence or abuse we may take action against you including seeking eviction under ground 2A of Schedule 2 of the Housing Act 1985 (and any subsequent amendments).</p> <p>We may also share this information with other housing providers and agencies for the safety of other service users.</p>	4.4.2	<p><i>If you commit acts of domestic violence, the law says we can take action against you</i></p>
34	<p>Close circuit television (CCTV)</p> <p>If you have CCTV installed on your property you must use it for legitimate personal security only.</p> <p>You must not use it in such a manner as may cause nuisance or annoyance to neighbours.</p>	<p>Interference with privacy and interference with the right of others to enjoy their property</p> <p>You, or any person living with you or visiting your home, must not use any devices such as drones, CCTV and other surveillance equipment or software in a way likely to cause nuisance, alarm or distress, or engage in any conduct or behaviour which interferes with the privacy of individuals or interferes with the rights of others to enjoy their home and locality.</p> <p>Such conduct or behaviour includes but is not limited to:</p> <ul style="list-style-type: none"> • unlawful use of CCTV or surveillance equipment or software; • any form of cyber bullying, e.g. through social media or messaging systems; • intrusive use of devices such as drones and lasers; 	4.5	<p><i>Clause re written and updated</i></p> <p><i>We have now included digital / cyber bullying and social media as well as CCTV or surveillance equipment of any sort</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<ul style="list-style-type: none"> Storage and misuse of personal data in contravention of current Data Protection legislation and/or regulation. 		
35	<p>Graffiti</p> <p>You must not damage or graffiti any wall, door, fence or other part of any building owned by us.</p> <p>You will have to pay for the repair or removal of graffiti by you, anyone living in your home or your visitors.</p>	N/A	N/A	<p><i>Clause deleted</i></p> <p><i>The provision is covered elsewhere in the tenancy agreement</i></p>
37	<p>Criminal activity</p> <p>You, your family, lodgers or visitors must not use your home for any of these things:</p> <ul style="list-style-type: none"> •Selling illegal drugs (misuse of drugs Act 1971) •Cultivation/production of illegal drugs •Storage of illegal substances •Consumption of illegal substances •Sale and supply of illegal drugs •Selling or keeping things that have been stolen •Keeping guns that are unlicensed •Using your home for prostitution or as a brothel. •Allow your property to be used for making illegal changes to cars vans or motorbikes 	<p>Criminal activity</p> <p>A secure tenant commits a criminal offence under sections 1 and 2 of Social Housing Fraud Act 2013 if, in breach of a tenancy condition, a secure tenant sub-lets or parts with possession with the whole or part of a property and knows this action to in breach of the tenancy agreement.</p> <p>A secure tenant also commits a criminal offence, if they dishonestly and in breach of a term of the tenancy, the tenant sub-lets or parts with possession of the whole of the property or part of the property without the landlord’s written consent and the tenant ceases to occupy the property as the tenant’s only or principal home.</p> <p>You must not give information to the council or make any statements regarding the occupation of your home which you know or ought to know to be false.</p>	<p>4.6</p> <p>4.6.1</p>	<p><i>Clause rewritten and updated</i></p> <p><i>Now included recent legal changes and sets out what happens if you sub-let your home.</i></p> <p><i>If you move out of your home and let it to someone else, you commit a criminal act, and we will take action.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>This also applies to short term lets such as AirBNB, holiday lets etc</p>		
		<p>You, or any person living with you or visiting your home, must not in your home, or in the locality of your property carry out any criminal activity or activity that is unlawful or criminal in nature.</p> <p>This includes, but is not limited to:</p> <ul style="list-style-type: none"> • Undertake or prepare for any terrorist actions, or participate in any banned extremist organisations; • supply, sell, store illegal drugs categorised as Class A, B or C under the Misuse of Drugs Act 1971; • cultivate/produce any drug categorised as Class A, B or C under the Misuse of Drugs Act 1971; • use or consume any drug categorised Class A B or C drug under the Misuse of Drugs Act 1971; • allow others to gather at your property to use, share or consume any drug categorised as Class A, B or C under the Misuse of Drugs Act 1971; • slavery or human trafficking; • sell, store, use or handle goods or belongings which are stolen; • sell, store, use or handle any item, equipment or software to commit a fraud, financial or otherwise; • store, carry or keep in your home any offensive weapon; • store, carry or keep in your home any banned knives or weapons; 	4.6.2	<p><i>Do not carry out any criminal activity</i></p> <p><i>These are some examples of illegal activity which we will take action on, this can mean we apply for possession of your home based on a conviction of a criminal offence</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<ul style="list-style-type: none"> • store, carry or keep in your home any firearm or prohibited weapon or a relevant component thereof unless you hold specific authorisation. If you have a legal firearm you must use and store it only in ways the law allows; • use or allow your home to be used for prostitution or as a brothel; • cause criminal damage to any property or furnishings belonging to the council. 		
36	<p>Fly tipping</p> <p>Leaving rubbish or unwanted items on roadsides, in lay-bys or on private land is illegal. This includes not using the proper disposal areas for your own household rubbish.</p> <p>You must only leave rubbish, unwanted furniture, electrical appliances and vehicles at a clearly marked collection point. For example, at the tip or recycling centres.</p>	<p>Waste and fly-tipping</p> <p>You, or any person living with you or visiting your home, must not in your home or in the locality of your property dispose of litter, waste or rubbish (including material that may be recycled) in a manner which causes an obstruction, a fire risk or a nuisance, and you must not perpetrate or allow fly tipping or illegal dumping of any waste.</p>	4.7	<i>Clause updated</i>
38	<p>By – laws</p> <p>You, your family, lodgers, sub-tenants or visitors, whether they are children (under 18) or adults (over 18), must not break our by-laws.</p>	N/A	N/A	<i>Clause deleted</i>
39	<p>Behaviour of your family members and visitors</p> <p>You shall not permit, incite or allow any person living at the property, nor any visitor to commit any act which is in breach of Clauses 30 to 38 above.</p>	N/A		<i>Now included in clause 4.8 (below)</i>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>If you break any of conditions 30 to 38 we may take legal action, including eviction action, against you.</p> <p>We hold you responsible for the behaviour of your family (including those under the age of 18), lodgers and visitors in your home and in the neighbourhood.</p> <p>If they break the conditions we will treat it the same as you breaking your tenancy agreement. We may end your secure or introductory tenancy or we may change your secure tenancy to a demoted tenancy.</p> <p>You must pay for any damages to your property or any of our properties caused by you, anyone living in your home or any visitors to your home.</p> <p>When the police get a court order to enter your home they may cause some damage to the property. You will be asked to pay for repairs as a result of these damages.</p>			
45	<p>Breaches of conditions of tenancy</p> <p>If you break any Conditions of Tenancy from Clause 16 to 44 we may take legal action, including eviction action, against you.</p>	<p>Legal remedies</p> <p>If you, or any person living with you or visiting your home, break any of the above conditions, the council can take legal actions against you and seek legal undertakings from you, for example:</p> <ul style="list-style-type: none"> we can apply to a court for an injunction order requiring a person to stop any conduct or behaviour amounting to a breach of a condition. If you fail to obey the terms of the injunction order you can be fined or 	4.8	<p><i>Clause rewritten and updated</i></p> <p><i>Includes what sort of action we can take if any condition is breached</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>imprisoned or both. The injunction order may also contain terms banning you from a property or an area, Breaching the terms of an injunction is a mandatory ground for possession;</p> <ul style="list-style-type: none"> • Similarly, if you give an undertaking to the Court and later breach it this would be a ground for possession. • we can ask a court to demote a secure tenancy so that security of tenure is lost for a period of time. • we can apply to the court for possession of your home and evict you and anyone living with you if you breach the conditions of tenancy or you breach any of statutory grounds for possession set out as Schedule 2 Housing Act 1985. • we will be able to rely on the absolute ground for possession in the event that a serious criminal offence is committed (specified in Schedule 2A Housing Act 1985) or where an Injunction order has been breached or where a criminal behaviour order has been breached or where a closure order has been made or where a conviction has been secured following the breach of a noise abatement notice. • we will hold you responsible for the behaviour of anyone living with you (including those under the age of 18), lodgers and visitors to the home. We will also hold the tenant responsible for permitting, inciting or allowing any person living with them or visiting them 		

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		<p>to engage in conduct or behaviour which breach any conditions of this agreement.</p> <ul style="list-style-type: none"> • we will consider all the legal remedies available to us to prevent or stop conduct or behaviour which amounts to a breach of the conditions set about above. • if we are required to take legal action we will seek additional court orders relating to legal costs incurred by us. 		
PART 5 – YOUR RIGHTS				
47	<p>Secure tenancy</p> <p>You are a secure tenant if you have done the following:</p> <ul style="list-style-type: none"> •Signed your tenancy before October 2001. •Finished your probationary period as an introductory tenant. <p>You can only be a secure tenant if the home you rent is your only or main home.</p> <p>We can only end your secure tenancy and ask you to move out by getting a Court Order.</p> <p>The Court will give us permission if any of the following happens:</p> <p>(a) You do not pay your rent or you break one of these tenancy conditions.</p> <p>(b) You, your family, friends or visitors annoy or disturb your neighbours.</p> <p>(c) You are convicted of using your home for things that are immoral or against the law.</p>	<p>Secure Tenants</p> <p>If you are a secure tenant you have ‘security of tenure’ as long as you remain a secure tenant within the meaning of the Housing Act 1985.</p> <p>This means that we can only take possession of your home in one of the following ways:</p> <ul style="list-style-type: none"> • by applying to the court for a Possession Order, relying on one or more of the grounds set out in Schedule 2 of the Housing Act 1985, as amended, which includes breaking any of the tenancy conditions; <p>(We must serve a notice on you if we apply for a Possession Order, and give our reasons, before we apply for a court hearing however, in exceptional circumstances, we may dispense with service of the notice. The court will grant a Possession Order if we prove</p>	5.1	<i>Clause rewritten and updated</i>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>(d) You, your family, friends or visitors damage your home or areas that are used by other people.</p> <p>(e) When you, your family, friends or visitors damage furniture we provided with your home.</p> <p>(f) When you have lied to get your home.</p> <p>We can also end your secure tenancy and replace it with a demoted tenancy if you do any of the above (a) to (f).</p>	<p>one or more ‘grounds for possession and the court considers that it is reasonable to do so’);</p> <ul style="list-style-type: none"> • By applying for a Possession Order relying on the absolute ground for Possession in the event that a serious criminal offence is committed (specified in schedule 2A Housing Act 1985) or where an Injunction Order has been breached where a Criminal Behaviour Order has been breached or where a Closure Order has been made or where a conviction has been secured following the breach of a noise abatement notice; • if we accept your surrender of the tenancy; • you serve us with a valid Notice to Quit; • if a court has made an order to demote your secure tenancy because you have behaved antisocially. 		
48	<p>Demoted tenancy</p> <p>You are a demoted tenant if we have replaced your secure tenancy through Court action because of anti-social behaviour.</p> <p>You can only be a demoted tenant if the home you rent is your only or main home.</p> <p>We can end your demoted tenancy and ask you to move out by getting a Court Order. The Court will give us permission if any of the following happens:</p>	<p>Introductory and Demoted Tenancies</p> <p>If you are an introductory or demoted tenant, we must go to court to get a Possession Order to repossess your home, but we do not have to prove a ground for possession to get one; we only need to prove that we have followed the correct procedure.</p> <p>We will consider repossessing your tenancy if you have broken your tenancy conditions or if we have grounds to believe that you will not be a suitable person to hold a secure tenancy.</p>	5.2	<p><i>Clause re written</i></p> <p><i>Introductory and demoted tenancies conditions have been merged</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>(a) You do not pay your rent or you break one of these tenancy conditions.</p> <p>(b) You, your family, friends or visitors annoy or disturb your neighbours.</p> <p>(c) You are convicted of using your home for things that are immoral or against the law.</p> <p>(d) You, your family, friends or visitors damage your home or areas that are used by other people.</p> <p>(e) When you, your family, friends or visitors damage furniture we provided with your home.</p> <p>(f) When you have lied to get your home.</p> <p>A demoted tenant has the same right to have a Court Order decision reviewed by us. We will tell you how to get a decision reviewed when we write to end your tenancy.</p> <p>You will only become a demoted tenant for a maximum of 18 months unless we have asked you to move out by getting a Court Order.</p>	<p>Before we can issue Possession Proceedings we must serve a notice upon you. You have a right to seek a Review, but you must comply with the time limits set out in the Notice.</p>		
49	<p>Introductory tenancy</p> <p>You are an introductory tenant if you have had your tenancy for less than 12 months or have had the probationary period extended to 18 months.</p> <p>You can only be an introductory tenant if the home you rent is your only or main home.</p> <p>We can only end your introductory tenancy and ask you to move out by getting a Court Order. The Court will give us permission if any of the following happens:</p>	N/A		<p><i>Merged with Demoted tenants and included at 5.2</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>a) You do not pay your rent or you break one of these tenancy conditions. b) You, your family, friends or visitors annoy or disturb your neighbours. c) You are convicted of using your home for things that are immoral or against the law. d) You, your family, friends or visitors damage your home or areas that are used by other people. e) When you, your family, friends or visitors damage furniture we provided with your home. f) When you have lied to get your home.</p> <p>An introductory tenant has the right to have a Court Order decision reviewed by the Council. We will tell you how to get a decision reviewed when we write to end your tenancy.</p>			
50	<p>Right to exchange</p> <p>You can only exchange your home with another tenant if: -</p> <ul style="list-style-type: none"> •You both have a secure tenancy •You both live somewhere in England or Wales. •You both have a letter of permission from your landlord (we are your landlord). <p>We can say no to the exchange for the following reasons: Any one or more of the conditions listed in the Housing Act 1985. You or the other tenant owe rent (arrears) Your landlord or the other tenant's landlord require you to do something before you can move out.</p> <p>As an introductory tenant you cannot exchange your home with any other tenant.</p>	<p>Right to exchange</p> <p>Secure tenants have the right to exchange your tenancy with another secure tenant or a tenant of a Registered Social Housing Provider.</p> <p>You must get our written permission to do this. We can only refuse permission in certain circumstances, such as where there is possession order or where a notice of seeking possession has been served. We may attach conditions to any permission we give which can include clearing any rent arrears or putting right any other breach of the tenancy conditions.</p> <p>If you exchange without our written permission, we may take legal action to evict you. If this occurs, you will not be able to</p>	5.3. 5.3.1	<i>Clause rewritten and updated</i>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>When you become a secure tenant after completing 12 months trial period you will be able to exchange your home.</p> <p>As a demoted tenant you cannot exchange your home with any other tenant. After your tenancy becomes secure again you will be able to exchange your home.</p>	<p>return to your original property and will not be offered alternative housing.</p> <p>Introductory, Demoted Tenants, and Licence Agreement holders, do not have the Right to Exchange.</p>	<p>5.3.2</p>	<p><i>Only secure tenants have the right to exchange.</i></p>
51	<p>Right to carry out improvements</p> <p>As a secure, demoted or introductory tenant you can carry out changes to your home.</p> <p>You must get written permission from Corporate Director of Adults and Housing before you start any changes. Permission is refused only if Corporate Director of Adults and Housing has a good reason.</p>	<p>Right to carry out Improvements</p> <p>As a secure tenant, you have the Right to Improve your home. You must get written permission from us before you carry out any alterations or improvements to your home.</p> <p>You must obtain relevant planning permission, any other permission required and comply with building regulations</p> <p>An improvement includes adding anything to, or altering, your home or garden, the Council's fixtures and fittings or the provision of services. We will not unreasonably withhold or refuse permission.</p> <p>Our permission may have conditions attached to it.</p>	<p>5.4</p> <p>5.4.1</p>	<p><i>Clause re-written and updated</i></p>
52	<p>Right to buy</p> <p>If you are a secure tenant the following conditions apply:</p> <p>(a) If you have had a council tenancy that began before 18th January 2005 you must</p>	<p>Right to buy</p> <p>Most secure tenants have the Right to Buy their home at a discounted rate. For more information, please contact us.</p>	<p>5.4.2</p> <p>5.5</p>	<p><i>Clarifies that introductory tenants do not have this right</i></p> <p><i>Clause rewritten</i></p> <p><i>As this is a legal right, which can change from time to time, we will act in accordance with legislation as it applies at the time</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>have been a secure tenant for more than two years before you have a right to buy your home.</p> <p>(b) If you became a council tenant for the first time on or after 18th January 2005 you must have been a tenant for at least five years before you have a right to buy your home.</p> <p>You do not have to have spent the full qualifying period in your current home. Time spent in previous tenancies may be taken into account.</p> <p>Ask at the Right to Buy section of the Adults and Housing Department, New Walk Centre Welford Place Leicester LE1 6ZG.</p> <p>We will send a surveyor to value your home. The surveyor will say how much your home is worth.</p> <p>If you do not agree with the value you need to contact the district valuer at the Inland Revenue. We can also do this.</p> <p>You will be given a discount on the value. The longer you have been a secure tenant, the more discount you will be given.</p> <p>You must decide and start to buy you home within 12 months of being given this offer.</p> <p>Any County Court orders or court proceedings on your home will mean you cannot buy your home.</p>			<p><i>You can contact us for more information at any time.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>If you are an introductory tenant you do not have the right to buy your home.</p> <p>If you are a demoted tenant you do not have the right to buy your home. You will not lose any discount you had before you were a demoted tenant. However you will not get any discount for the time you are a demoted tenant.</p>			
53	<p>Right to succeed a tenancy</p> <p>If you die you may be able to pass your tenancy on to someone else. This is called succession.</p> <p>If your tenancy was passed on to you following the death of someone else, you cannot pass the tenancy on again to another person following your death.</p> <p>Your tenancy may be passed to your husband, wife or civil partner.</p> <p>If there is no husband, wife or civil partner the tenancy may be passed to another member of your family who has lived with you for at least 12 months before your death.</p> <p>Only one person can take over the tenancy. If there is more than one person who qualified to take over the tenancy, they can decide between themselves. If they cannot agree then we will decide.</p> <p>If you have a joint tenancy and one of you dies, the surviving tenant will become the sole</p>	<p>Right to succeed a tenancy</p> <p>Your tenancy may pass onto someone else after your death. This is called succession.</p> <p>Your tenancy may be passed to your husband, wife or civil partner or anyone living with you in such a relationship at the time of death.</p> <p>If your tenancy was passed on to you following the death of someone else, you cannot pass the tenancy on again to another person following your death.</p> <p>If there is no husband, wife or civil partner the tenancy may be passed to another member of your family who has lived with you for at least 12 months before your death in line with our Succession Policy.</p> <p>Only one person can become a successor and take over the tenancy.</p> <p>In cases of a dispute where there is more than one person qualified to succeed to the tenancy, if there is no agreement between the parties on who will succeed, we will decide.</p>	<p>5.6</p> <p>5.6.1</p> <p>5.6.2</p> <p>5.6.3</p>	<p><i>Clause re-written and updated.</i></p> <p><i>What we will do if no-one can succeed</i></p> <p><i>What we will do in a dispute about who can succeed.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>tenant. This is a succession. When the other joint tenant dies there is no right to pass the tenancy on again to someone else.</p> <p>Anyone who wants the tenancy transferred to them must write to us in the first month after the death. We will reply to every letter and say who the tenancy will transfer to.</p> <p>If your tenancy is passed on to someone else the property may be larger than is needed, for example, it may have one or two empty bedrooms. If this happens we can seek possession of the property under Ground 16 of Schedule 2 of the Housing Act 1985. In such cases we will offer other accommodation that would meet the people's needs.</p> <p>If you are an introductory tenant when you die the person who we transfer the property to will also be an introductory tenant.</p> <p>If you are a demoted tenant when you die the person who we transfer the tenancy to will also be a demoted tenant.</p>	<p>If you have a joint tenancy and one of you dies, the surviving tenant will become the sole tenant. This is also a succession. When the successor dies, there is no right to pass the tenancy on again to someone else.</p> <p>If your tenancy is passed on to another family member (not spouse or partner) the property may be larger than is needed, for example, it may have one or two empty bedrooms. If this happens we can take legal action to recover the property, as set out in schedule 2 of the Housing Act 1985 (as amended) In such cases we will offer other accommodation that would meet the needs of the successor.</p> <p>If you are an introductory tenant when you die the person who we transfer the property to will also be an introductory tenant for the remaining introductory period of the tenancy.</p> <p>If you are a demoted tenant when you die the person who we transfer the tenancy to will also be a demoted tenant.</p>	<p>5.6.4</p> <p>5.6.5</p> <p>5.6.7</p> <p>5.6.8</p>	<p><i>Sets out that there can only ever be one succession for a joint tenancy</i></p> <p><i>What we can do if we think the property is too big for another family member's needs following a succession.</i></p> <p><i>What happens to an Introductory tenancy</i></p> <p><i>What happens to a demoted tenancy</i></p>
54	<p>Right to repair</p> <p>The Housing Act 1985 says there are some repairs you may carry out and we will pay you for.</p> <p>A leaflet called 'Right to Repair' is available. You must read this leaflet before you carry out any kind of repairs.</p>	<p>Right to repair</p> <p>Secure Tenants can exercise a right to repair in certain circumstances if the council do not do certain urgent repairs in time.</p> <p>If you feel we have not met our repair obligations, more information is available on-line, or seek independent advice from a solicitor, law centre, CAB or other recognised and qualified person.</p>	5.7	<p><i>Clause re-written</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	Some small urgent repairs will be done quickly if they affect your health, safety or security			
N/A	<p>Consultation</p> <p>These conditions of tenancy were discussed with:</p> <ul style="list-style-type: none"> • individual tenants, • Tenants and Residents Associations, • the Leicester Federation of Tenants and Residents Associations, • other Council Departments, • external agencies, • your Councillors and Council Staff. 	<p>Right to consultation and information</p> <p>All tenants have the right to be consulted and have their views considered on how we manage their homes. This includes:</p> <ul style="list-style-type: none"> • managing, maintaining, improving or demolishing homes; • providing services or amenities; • changes in the practice or policy of the council which are substantial and likely to affect a number of tenants; • you have the right to be informed about our allocation policies. 	5.8	<p><i>Clause rewritten</i></p> <p><i>Clarifies your rights on consultation</i></p>
55	<p>Additional conditions</p> <p>We may agree new or changed conditions. This will be done in consultation with tenants and residents.</p>	N/A	N/A	<i>Clause deleted. This is contained in the housing act and does not need to be in the conditions</i>
56	<p>Complaints</p> <p>If you think we have not done what is agreed in these conditions please write to the Corporate Director of Adults and Housing.</p> <p>You must say how we have broken the conditions.</p> <p>If you are not happy with the response you should complain to the Council's Customer Services Centre. Telephone: Leicester 252 7000.</p>	<p>Complaints</p> <p>If you think we have not done what is agreed in these conditions, please write to the Director of Housing or contact us by any method set out in this agreement. You must say how we have broken the conditions.</p> <p>If you are not happy with the response you should make a complaint to the Council</p> <p>You may want to get support or advice from:</p> <ul style="list-style-type: none"> • Your local Councillor; 	5.9	<i>Clause rewritten and updated</i>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>You may want to get support or advice from: -</p> <ul style="list-style-type: none"> • your local Councillor. • the Citizens Advice Bureau • A legal rights centre • A solicitor 	<ul style="list-style-type: none"> • The Citizens Advice Bureau; • A law centre: • A solicitor. 		
57	<p>Information</p> <p>You are allowed to see any information your Housing Department has about you and your home. You cannot see information about other tenants.</p>	N/A	N/A	<i>Clause deleted and moved to data protection – part 6</i>
PART 6 – DATA PROTECTION				
	N/A	<p>Data Protection</p> <p>Any personal data that you provide will be processed in accordance with current data protection laws. It will be used by Leicester City Council and our partners to deliver and improve services and fulfil our legal duties. We will not disclose any personal information to anyone else unless required or allowed to do so by law. Read more about how we use personal data in our Privacy Notice on our website: www.leicester.gov.uk.</p>	6 6.1	<i>New clause</i>
		<p>We will share your contact and other relevant information with agencies and contractors where this fulfils our requirements as a landlord.</p>	6.2	
PART 7 – ENDING YOUR TENANCY				
46	Ending your tenancy	Ending your tenancy	7	<i>Clause re-written and updated</i>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>When you decide to end your tenancy agreement you must:</p> <p>a) Write to us at least 4 weeks before the date you plan to leave.</p> <p>b) The last day of tenancy will be midnight on a Sunday.</p> <p>c) Return all your keys before 10.00am on the following day, i.e. the Monday. If you do not return your keys on that date you will have to pay for the following:</p> <ul style="list-style-type: none"> •The cost of changing the locks •Any damage caused if we have to force a way into the house. •Any extra cost caused by you not returning the house keys before 10am on the last Monday of your tenancy. <p>c) You must let us check your home before you leave</p> <ul style="list-style-type: none"> • We will check for alterations or repairs to your home. You may need to put the alterations or repairs right before you leave the house. You will have to pay any costs if we have to do the work after you have left the house. • We need to find out if there is work we are responsible for. Tenant and Resident Associations and the Council have agreed what every home needs to be like before we can rent it to another person (minimum relettable standard). 	<p>If you wish to end your tenancy you must give us four clear weeks' notice in writing.</p> <p>If you do not give this notice, or you give less than 4 weeks' notice, you will be breaking this condition and you may be charged an amount for damages of up to the equivalent of 4 weeks' rent from when you notify us.</p> <p>Your tenancy may also be ended by a Court Order, or if you surrender it. If you surrender your tenancy you must give us full vacant possession.</p> <p>You will still be liable for four weeks rent.</p> <p>You, and everyone else living with you, must move out and give us vacant possession.</p> <p>You must give us back all the sets of keys before your tenancy can be ended. Keys must be returned to us no later than 12 noon on the date they are due.</p> <p>If you do not give vacant possession at the end of the tenancy you will continue to be responsible for the rent and other charges and we may pursue you for any debt you owe us.</p> <p>If the tenancy ends because the tenant has died (or in any other special cases) we may accept a shorter period of notice, but not less than one week, from their representative. The tenant's representative must clear the property of all possessions and rubbish before we will end the tenancy.</p> <p>Failure to return the key or to clear the property may mean a charge against the deceased's estate.</p>	<p>7.1</p> <p>7.2</p> <p>7.3</p>	<p><i>You need to give four weeks' notice</i></p> <p><i>When you end your tenancy, you must take all your possessions out of it</i></p> <p><i>Vacant possession is required at the end of the tenancy, this means that the property must be clear of all belongings and no-one should be living there</i></p> <p><i>We will continue to charge you if you do not give us vacant possession</i></p> <p><i>We can, where agreed, accept less than four weeks' notice.</i></p> <p><i>If we incur charges we can charge the estate of the deceased person</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
	<p>e) If you are a joint tenant, you will both have to move out if either one of you writes to end the tenancy unless the remaining tenant is signed up as a sole tenant. You will also be charged an amount equal to the current rent whilst someone remains in the property after the termination has expired.</p>	<p>If you have a joint tenancy, either tenant can end the whole tenancy. A joint tenancy will end after four weeks' written notice of termination has been given by either or both of the joint tenants.</p> <p>The remaining person will have no entitlement to remain in the property.</p>	7.4	<i>Confirms that one person can end a joint tenancy</i>
	<p>f) You must give us 'vacant possession'. This means: -</p> <ul style="list-style-type: none"> • you must not leave anyone living in the house. • Do not leave pets or belongings in the house. • You must remove rubbish and things you don't want to take with you. <p>g) We will charge you the cost of removing anything you leave behind. We will not keep or store any items you leave in the house.</p> <p>h) You must remove any floor coverings supplied and fitted by you, otherwise we will re-charge you when we have to remove them.</p> <p>i) You must make sure fixtures and fittings are clean and working. We allow some 'wear and tear' but you will be charged for lost rent or cleaning.</p> <p>j) You must give us your new address. Ask the post office to redirect your mail and tell important people your new address. We will not keep any of your post after you have moved out.</p>	<p>If requested by the Council, you must allow Council officers and contractors to enter the property by appointment to carry out an interim inspection of its condition prior to your vacating the property.</p> <p>You can, if you wish, request such an inspection during the four-week Notice period. This inspection will enable the Council to check for alterations or repairs to your home. You may need to rectify these before you leave the property, otherwise, the Council will carry out such works and may recharge you for this.</p> <p>Any inspection carried out while you are still in occupation will only be a visual inspection due to your furnishings still being in place. This should not be taken as final, as a full inspection will be carried after you have left.</p> <p>Please note that you will have no right/opportunity to remedy alterations or defects after the tenancy has ended.</p>	7.5	<p><i>New clause</i></p> <p><i>During the notice period we may want to carry out an inspection of the property.</i></p> <p><i>Once the tenancy has terminated, you cannot go back into the property.</i></p>
		<p>Once you have given us notice, you must allow the Council to undertake viewings of the property, with or without prospective tenants. We may take a video to show the layout of the</p>	7.6	<p><i>New clause</i></p> <p><i>We may want to bring around perspective tenants to view the property.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		property to prospective tenants. This will be by appointment at a reasonable time.		
		<p>You must leave the property and garden in a clean and tidy condition, having removed all your possessions and rubbish from the property, garden, outdoor structures (e.g. shed) and communal areas. If we have to clean the property after you have vacated it or dispose of your possessions and rubbish, you will be charged for the cost incurred by the Council in doing so.</p> <p>If the possessions are of any value, they may be sold to offset these charges.</p>	7.7	<p><i>If you have put up a shed or other structure, we may have said you have to remove it before you leave as part of our permission</i></p> <p><i>If we incur any costs because you don't do this, we will charge you.</i></p>
		When you leave, you must give us a forwarding address. If you do not, we may not be able to contact you to refund any money due to you, for example overpaid rent or heating refund.	7.8	
		<p>If we find goods or possessions of yours of any value in the property after you have left and given us vacant possession, we will make reasonable attempts to contact you to return them.</p> <p>If we cannot find you, and you owe us money at the end of your tenancy, we can sell the items, keeping the proceeds to offset any costs we have incurred (e.g. storage, selling fees, disposal costs or other reasonable costs), or in satisfaction of any rent arrears or other debts arising out of the tenancy.</p> <p>As provided for under Section 41 of the Local Government (Miscellaneous Provisions) Act, 1982, the Council may, after making proper</p>	7.9	<p><i>New clause.</i></p> <p><i>We can, in certain circumstances, sell belongings if they are left in the property when you move out.</i></p>

Old No.	2007 Conditions – these will be replaced	New Conditions	New No	Comments
		efforts to contact the former tenant, dispose of any goods left behind as we see fit.		
		You are responsible for ensuring that all gas and electrical appliances that belong to you are appropriately and safely disconnected and removed from the property. Gas appliances should only be disconnected by a Gas Safe registered engineer.	7.10	<i>New clause</i>
		We may recharge you for the cost of clearing, cleaning or repairing the inside or outside of the property when you leave, if, in our opinion, the damage was caused by neglect, vandalism, an alteration or because you failed to report repairs to us	7.11	<i>We can charge you if we have to clear clean or repair things that have been damaged other than fair wear and tear and we incur costs</i>