

Preliminary Notice of Variation

Consultation Results

January 2025



Introduction

This report outlines the results of Stroud District Council's (SDC) consultation on the proposal to vary tenancy agreements to enable us to implement service charges. At present, several services that are currently provided are not included in the rental charge. The aim of the consultation was to allow tenants (not Independent Living tenants, leaseholders or those with shared ownership¹) to have their say about the council's proposed changes to the Tenancy Agreement terms and conditions that will enable us to implement depooling of rents and service charges along with other minor amendments.

Statutory Requirement for Consultation

Stroud District Council (SDC) conducted this consultation in compliance with statutory obligations under Section 103 of the Housing Act 1985, adhering to the Regulator of Social Housing's requirements for *Transparency, Influence, and Accountability*, as outlined in the Social Housing (Regulation) Act 2023. This mandate requires social housing providers to engage with tenants transparently and ensure that they have a voice in decisions impacting their housing.

The consultation process met these obligations by:

- **Providing Accessible Information:** Tenants received clear, comprehensive explanations of the depooling proposal, including examples of the potential service charges and their purpose.
- **Facilitating Tenant Influence:** Multiple avenues for feedback—including mailed surveys, an online platform, and in-person and virtual meetings—ensured that all tenants had the opportunity to participate meaningfully.
- **Ensuring Accountability:** By summarising consultation feedback and communicating outcomes to tenants, SDC reinforces its accountability to residents, aligning with the Regulator's standards for fair and transparent housing service provision.

Through these actions, SDC demonstrates its commitment to regulatory compliance, providing tenants with meaningful engagement in housing decisions and upholding the principles of the *Transparency, Influence, and Accountability* requirement.

The Housing Act 1985 requires us to issue a Preliminary Notice of Variation, providing tenants an opportunity to feedback on the proposed changes to the Tenancy Agreement terms, prior to a final Notice of Variation being issued. This second notice must be given four weeks prior to any changes taking effect.

About the survey

The Preliminary Notice of Variation was served on 18th December, and consultation was carried out between 18th December 2024 and 20th January 2025. A letter (Appendix 1) together with the notice and questionnaire (Appendix 2) was posted to 4,824 general needs households who would be affected by the council's proposal to vary tenancy agreements.

¹ Independent living tenants, leaseholders or those with shared ownership already have their service charges separated.

To give tenants affected by this proposal the opportunity to gain a better understanding of the depooling proposal, a direct link to an [SDC web page](#) giving concise information was included along with a hyperlink to the online survey. In addition, tenants were invited to contact the Resident Engagement Team by telephone or email where they could ask questions and gain clarity.

In total there were 14 responses to the survey. Online responses comprised 64% (9) of the total received; the balance being returned by post or scanned and emailed 36% (5).

Unique visits to SDC's Tenancy Variation webpage during the consultation period were 158.

The Resident Involvement team was contacted by 6 tenants via telephone and email to talk through their queries. In some cases, staff went through the online survey with them and others said they'd complete the online survey themselves. Amongst these contacts was a tenant with a hearing impairment. An appointment with an officer in the housing team who is fluent in British Sign Language and enabled us to explain the process to him so that he was able to participate in the consultation.

All comments/suggestions (below), give a details of tenant feedback.

Tenancy variations consulted on

Section of Tenancy	Amended Content/Wording	What this means to Tenants
Glossary	<p>Independent Living:</p> <p>Accommodation provided for tenants who are over 55 and that is let for the purposes of independent living where restrictions may apply to how you are permitted to occupy the property and what rights you may have under this agreement.</p>	<p>This new wording reflects the change we have already made, with sheltered housing now referred to as Independent Living. All references to sheltered housing in the tenancy have been amended to read Independent Living.</p>
3. Rent	<p>3.3 Services and Service Charges</p> <p>3.3.1 We agree to use all reasonable endeavours to provide the Services.</p> <p>3.3.2 In consideration of us providing the Services, you agree to pay the Service Charges.</p> <p>3.3.3 The Service Charge shall be calculated by us by apportioning the cost of providing the Services on a fair and reasonable basis as between the dwellings within the Estate which benefit from the Services.</p> <p>3.3.4 The Service Charge will normally be reviewed annually at the same time as the Rent is reviewed but we reserve the right to review the Service Charge during the service charge year in the event that we incur any costs in providing the Services which could not reasonably have been anticipated at</p>	<p>This proposed variation is new wording inserted into the tenancy agreement to deal with service charges.</p> <p>The Council will apply a service charge to cover reasonable block and estate costs, such as communal cleaning, grounds maintenance and communal lighting, in addition to a separate charge for rent.</p>

	<p>the previous annual review. Any variation in Service Charge will be in accordance with applicable laws.</p> <p>Any variation in Service Charges will be dealt with in the same way as a variation in your Rent (see clause 3.1.2 above).</p> <p>3.3.5 If you are provided with any Personal Services by us then in addition to the other charges referred to is this Clause 3.1.2. we will charge you separately for these Personal Services. The charge for Personal Services will be a fair and reasonable one based upon the cost of providing those services to or for you and will be payable annually at the same time and in the same manner as for other payments under this clause 3.1.2.</p> <p>3.3.6 You have a RIGHT TO APPEAL to the First Tier Tribunal against your Service Charge or Personal Service Charge. Information on the grounds for and how to appeal can be found in the Council's Rents and Service Charges Policy and on the Government website at https://www.gov.uk/government/publications/service-and-administration-charges-and-management-matters-t541</p>	<p>The cost of delivering the services will be calculated by the Council and split on a fair and reasonable basis between tenants and leaseholders that benefit from them.</p> <p>Tenants will be required to pay the service charge in addition to their rent each week.</p> <p>Tenants will be given at least 4 weeks written notice of any increase in service charge, as they would rent.</p> <p>Tenants who are not happy with their service charge have the right to an independent appeal. Stroud District Council will publish details of tenants' appeal rights.</p> <p>These proposed variations are necessary to provide clarity on how service charges will be applied and what tenants must pay following the de-pooling of rents and service charges.</p>
4. Repairs	<p>4.6.4 You are responsible for insuring the contents of the property. We are not responsible for insuring your furnishings and personal possessions, including the content of fridges, freezers and washing machines. We advise you to have insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for.</p> <p>If your home becomes un-inhabitable due to fire, flood or for any other reason caused by your actions or failure by you to comply with your obligations under your tenancy agreement we will assist you with finding temporary alternative accommodation; however this may not be local. In these</p>	<p>This proposed variation is new wording and gives clarity that tenants should obtain their own household contents insurance for personal items they are responsible for.</p> <p>The proposed variation also makes clear what action the Council will take to</p>

	<p>circumstances you will be responsible for the cost of your travel and food and other normal living expenses. If we obtain temporary accommodation for you we may re-charge you the cost of providing that accommodation.</p>	<p>support tenants should their home become uninhabitable as a result of their own actions or failure to comply with the terms of their tenancy.</p>
5. The Property	<p>5.1.4 You must comply with any health and safety directions we give you, including:</p> <ul style="list-style-type: none"> • Lofts must not be used for storage but should be kept clear in case remedial works need to be carried out; • CCTV or Video doorbells must not be installed without our written consent and any conditions imposed in that consent must be strictly complied with. We will have regard to the legal requirements relating to privacy and all other relevant matters when considering whether to grant consent which will be at our absolute discretion <p>5.15 Radon is identified as a potential hazard in dwellings in the Housing Act 2004. You must ensure that radon equipment installed in your property is left to run continuously. If you fail to do so the Local Authority will take enforcement action dependent on the severity of the risk</p> <p>5.3 If you have shared hallways and gardens you must keep those areas clean and tidy. Personal items such as toys, trampolines, playhouses and other similar objects or structures must not be left in these areas. The construction or erection of sheds, fences, gates and other structures in these areas is prohibited.</p>	<p>This proposed variation gives additional examples of what tenants must/must not do to comply with any health & safety directions issued by the Council.</p> <p>The proposed variation also gives clear examples of personal items including toys, play equipment, sheds and barriers that tenants should not place in communal areas, including shared gardens, which must be kept clean and tidy.</p>
6. Behaviour	<p>6.1 You are responsible for the behaviour of every person (of whatever age) living in or visiting your home and in doing so accessing or using surrounding land and shared areas. Stroud District Council will not tolerate violence or threats of violence towards any member of its staff. We will work with the police and other agencies in using existing legal remedies against any person using or threatening violence. This may in appropriate circumstances include obtaining injunctions and or a possession order resulting in eviction</p>	<p>This proposed variation is new wording to be added to the tenancy agreement that sets out what conduct is not acceptable. It makes clear what tenants are responsible for and what action the Council will take to deal with it.</p>
7. Changes to Your Tenancy	<p>7.3 Changes to the tenancy conditions and Tenancy Transfers</p> <p>7.3.1 We may vary the tenancy conditions either by mutual agreement in writing or by appropriate statutory procedures (currently the service of a Notice of Variation under sections 102 and 103 of the 1985 Housing Act). Before doing so, we will seek your views and take account of them.</p>	<p>These proposed variations set out the Council's legal requirements when varying tenancy conditions either by agreement with tenants or through</p>

	<p>7.3.2 You can apply to transfer your tenancy through the Homeseeker Plus portal. If you are offered a transfer then an inspection of your current property will take place. If damage or disrepair is identified then the offer of transfer will be withdrawn unless you are able to remedy the damage or disrepair promptly and to our satisfaction</p>	<p>the appropriate statutory process.</p> <p>The proposed variation also sets out the conditions under which a tenant will or will not be allowed to move to another property having successfully bid through the housing register.</p>
9. Personal Information Processing	<p>9. Personal Information Processing. Data Protection Act 2018 and UK GDPR</p> <p>9.1 – 9.5 inclusive</p>	<p>These proposed variations set out how the Council process personal information.</p> <p>There is a statement of understanding how the Council will hold and use personal information.</p> <p>There is detail of individuals' legal rights regarding personal information and where more information can be found on the Council's policies and privacy notices.</p>

Responses

- **Glossary**

That's fine.

I think it is very inspiring that the council is trying to work hard on some of the issues of their council homes and estates. Lovely to read this and well done, this is what the council used to be like. They cared about their homes and estates. And it is good for the environment.

The term "Independent Living" is a misnomer. There are residents who depend on the care services, and in some ways because of this become dependent on other residents.

- **Section 3 – Rent**

That's fine.

Whatever it takes or how they need to do to achieve this , they have my 100% support.

My rent is pay by housing benefits

For everyone who lives in my block I have failed to find a tenant that understands how gas is charged, very scary as they believe radiators can be left on full at all times. For those living in independent buildings with communal boiler, the cost of gas charges is separate, but this is not mentioned. Is this to remain a separate charge to rent and services now included in services?

I believe tenants should be given a breakdown of what service charge covers

- **Section 4 – Repairs**

That's fine.

A breath of fresh air and absolutely wonderful news. The council properties are only the tenants let until the next person and the next generation. They should be cared for and looked after for everyone that will need these properties in the future. Thank you

The council is very slow on responding to pairs at my property. I am a disabled tenant, and I should be top priority not acceptable.

- **Section 5 – The Property**

That's fine.

100% support from me. Thank you
Given consent verbally - shouldn't have to reapply in writing for CCTV or doorbell cameras, as verbally given on viewing of property and sign up of tenancy.
I live one bedroom Bungalow council property
5.1.4 "Not smoking or drinking alcohol in internal communal areas" and "Not using electrical sockets in communal areas" - does that clause include the communal lounge? 5.3.2 "If you have shared gardens, you must not undertake and planting or gardening of any type whatsoever without receiving permission from us to do so"- does this include potted plants? (When we moved to the residence in 2009, we were actually encouraged to introduce outside potted plants.)
The repairs carried out on the property are unsatisfactory, and it is unfair that the council to propose that these repairs are extra charges in the future. Would it not be more efficient to take some of the amount of rent towards services rather than a separate charge as it is a rented property?
Apart from not knocking my walls down I was told I could use the loft space. I have boarded parts of the loft and installed a loft ladder (at great expense) can you conform where I stand on this matter.
Drinking alcohol in internal communal areas, we work together to assist with isolation and loneliness and to celebrate. Why can a glass of wine not be enjoyed? Electrical socket used for a bingo machine, cd player, phone chargers

- Section 6 – Behaviour**

That's fine.
100% support from me. Thank you
Live on my own nobody else lives with me

- Section 7 – Changes to your tenancy**

That's fine.
100 % support from me. Thank you

- Any other comments**

That's fine.
Welcome back the old council, how it used to be. When living in a council property and estate was safe and secure and clean. 100% support from me. Thank you
Verbal consent given on changing the back garden from all grass to half grass and the other half slab, and front camera doorbell, on viewing the property and signing the tenancy, don't think we should have to reapply for these changes in writing.

Why is rent not a fixed amount throughout the year? As we do get notice of an increase, but why not provide different options in regard to payments for those struggling. I reiterate the comment in regard to services, why not include a service charge from the rental amount rather than a separate charge.

You supply address for obtaining permissions but there are no clear instructions on who or how to phone/email for repairs or concerns relating to behaviour or any other areas that concern tenants.

Basically, I have no issues but would like to make a few observations if I may. I live OUTSIDE the enclosed house area which is where the cleaning and maintenance is required.

a) I do not have enclosed corridor and keep my own area outside free of rubbish, and the windows are also kept clear and clean.

Therefore, I do not see why i should have pay for a service which i am not qualifying for.

b) I agree to pay for laundry as that is a service you are providing for me.

c) I agree to pay for the grass outside, but then this is communal grass not my grass so? In the summer I pay for someone to come and cut it regularly. When the council come to cut it, they consistently leave grass everywhere and when completed they blow it all back onto our areas including front doors and patios. Which is very annoying.

c) The rubbish area WHICH IS LOCATED right next door to me is very rarely cleaned and smells and the bins are disgusting especially the food bins, I have had to send photos before now to the council of food bins covered in MAGGOTS, if I am going to have to pay for a service charge then surely these things should be addressed too?

I hope you take these comments into the assessment of cost of the service charge. If I am expected to pay for a service separately then it should be a good quality service.

I have looked through your booklet headed as below and would appreciate elucidation on the following:

Ref: LANDLORD'S PRELIMINARY NOTICE OF VARIATION OF TENANCY TERMS

Page 13 – 5.1.4 Item 3. 'Not smoking or drinking alcohol in communal areas' I thought that smoking is now banned by law in communal areas, which is, of course, accepted by most of the population. Is birthday, and other parties no longer allowed in communal lounges? Are such included in your 'Drinking Alcohol' ban? In the past we have been advised that the Service Charge includes the use of the lounge and kitchen as an extension of our 'homes'; Does this no longer apply? I have, in the past, held a party in which alcohol was served. Is this yet another restriction to be applied by SDC?

Page 14 – 5.22 Presumably this means 'If you live in Independent Living Accommodation in a building with other flats.....' Many Independent Living units are bungalows with their own rear garden; presumably these types of accommodation are excluded.

Page 15 – 5.4.5 Will SDC provide a waterproof outside charging point for such vehicles?

Page 17 – 6.2.6 I have two historical/antique (?) family items which could come under this heading. Does a tenant have to apply to keep such inherited items? Does a member of SDC have to inspect declared objects? I thought that our living accommodation was our 'home'!

Page 19 – 8. Many of us are elderly, what happens in the event of death?

I have read with interest the Tenancy Agreement.

I noted the section regarding keeping your home and garden clean and tidy.

A certain area is known as the "Bronx", it's a disgusting place to live, I have reported to SDC, many times and nothing is ever done. Many gardens are full of rubbish, , cars parked on the grass , BBQ held next to the generator, Dog poo everywhere. Pavements overgrown with weed.

You say we need permission for video doorbells, my neighbour door bell is on the backdoor, videoing me in my back garden, where's my right of privacy?

Why isn't the druggies not being dealt with. Along with the kids that are targeting people's homes and cars, the police have been informed. Surely, it's time for the council to act on the policy you sent out.

I also think it's time that those tenants claiming benefits, should be checked out, a lot are working on side, cash in hand.

In response to my reading your Preliminary Notice of Variation of Tenancy Terms forwarded to me recently I feel obliged to advise you of my personal experience with regard to "Repairs" on my moving into my flat with the Agreement being signed on 24 July 2024.

I was advised I would be visited by several staff, but this was not the case. I only received a visit from one who made a visit and asked for any questions regarding the property. I proceeded to walk through my flat and pointed out the problem areas. Namely many sections requiring repainting in the kitchen/ lounge/shower/hall/bedroom. The boiler room in the shower needs a total repaint as it is in an extremely dirty condition and there are areas on the shower wall where the wooden edging has totally parted from the walls. The power room floor is covered with white stains which I cannot remove! The sliding doors to the bedroom are faulty and jam. I was advised promptly that the Council would not agree to repair any of the areas pointed out and frankly I was totally shocked at this response.

In addition, I had a serious problem with my hot water tap in the kitchen, and also the hot water tap in the shower room.

The kitchen tap was not hot at all and even with a variable temperature I had to boil kettles of water to do washing up. The hot tap in the shower sink was so hot it scalded my and my son's hands. I have been visited by an engineer who replaced the boiler with a new one but it still requires further attention currently.

Your item : 3.2 Provide a degree of thermal comfort - I have battled for many months with no reliable central

heating system and this situation is made worse by the fact I am on blood thinning medication for a heart complaint and this makes it even worse as one feels the cold very badly. I am currently awaiting a re-appointment for your Heating and Electrical Manager to look into this problem.

I will reply to your Survey Questions and pass this to our Site Officer for forwarding to you on completion.

Nevertheless as can be seen by the above I do hope your Repairs and Planned Maintenance changes come into effect as I am bitterly disappointed at my situation over straightforward solvable problems.

Conclusion and Next Steps

The consultation results reveal that tenants are broadly positive about this change, with some concerns about their specific property or neighbourhood. The Council remains committed to addressing these concerns with clear communication and proactive support.

The next stage of the process will be each household receiving a 2nd notice in February 2025 prior to the implementation of service charges in April 2025. Each tenant will continue to receive a single bill combining rent and service charges, with a breakdown provided in the annual rent letter. This will outline each cost component clearly, such as rent, estate management fee and flat block charge where applicable. By offering a straightforward overview of these charges, we aim to mitigate misunderstandings and support tenants in budgeting.

These steps, coupled with clear, consistent communication, will enhance transparency and help build a more informed understanding among tenants.

APPENDIX 1

EMAIL: Housing.Management@stroud.gov.uk
DIRECT DIAL: 01453 766321

18 December 2024

Dear

IMPORTANT INFORMATION REGARDING YOUR TENANCY

In this pack you will find important information about proposed changes to your tenancy agreement as well as changes to the Right to Buy legislation.

Following consultation with tenants on depooling, the Council has now agreed to separate rents and service charges for tenants from April 2025. This change means it is necessary to amend the terms and conditions of all introductory and secure tenancy agreements. For more information on depooling please visit our website at: www.stroud.gov.uk/housing/depooling.

Please take the time to read through the information in this pack and keep the proposed new tenancy agreement terms and conditions somewhere safe.

The contents of this pack are:

1. Preliminary Notice of Variation of Tenancy Agreement – pages 2-3
2. Proposed new tenancy agreement consultation feedback form – pages 4-5
3. Summary of the main changes we are proposing in the new tenancy agreement – pages 6-8
4. Draft Tenancy Agreement Terms & Conditions – pages 9-23
5. Notice of changes to Right to Buy legislation – page 24

The pack also contains details how you can contact us if you have any questions about the information provided.

Yours sincerely



Andy Kefford
Strategic Head of Housing

APPENDIX 2

EMAIL: Housing.Management@stroud.gov.uk
DIRECT DIAL: 01453 766321

18 December 2024

Dear

SECTION 103 HOUSING ACT 1985: LANDLORD'S PRELIMINARY NOTICE OF VARIATION OF TENANCY TERMS

This preliminary notice of variation sets out changes Stroud District Council intends to make to its introductory/secure tenancy agreement. The reasons for making the proposed changes are:

- The current tenancy agreement has been in use since 2019 and it now needs updating as a result of changes in the law, regulation and general accepted good practice
- The proposed new tenancy agreement includes information on services and service charges to take into account the process for separating out rents and service charges as explained in the recent consultation on de-pooling.

Following the consultation on depooling, the Council has now agreed to separate rents and service charges for tenants from April 2025. This change means it is necessary to amend the terms and conditions of all introductory and secure tenancy agreements. For more information on depooling please visit our website at: www.stroud.gov.uk/housing/depooling.

The proposed new tenancy agreement has a number of differences to the existing one and so, in addition to the enclosed new agreement itself, we are enclosing a document that highlights the main changes we are proposing in the new agreement. We hope this will help you to understand the differences.

By law we are required to consult you on the proposed new tenancy agreement since once the consultation has been completed this will become your new tenancy agreement, subject to any further changes we make as a result of consulting you.

Please do not sign and return the enclosed draft new tenancy agreement.

This preliminary notice of variation and draft tenancy agreement are served in accordance with section 103 of the Housing Act 1985 because the council intends to serve a notice of variation to change the terms of your tenancy agreement. This notice of variation will be served after the consultation period.

Proposed timetable for change

We are inviting comments on the proposed new tenancy agreement by noon on Monday 20 January 2025.

Following consultation we will consider all the comments we receive and may make changes to the draft tenancy agreement that you have been sent as a result of those comments. We expect that you will be bound by the new tenancy agreement and its terms from Monday, 24 March 2025 but will confirm this in our notice of variation.

How to respond to this preliminary notice of variation:

To respond to the preliminary notice you can complete the enclosed preliminary notice feedback form and return it to:

Housing Services, Resident Engagement
Stroud District Council
Ebley Mill
Ebley Wharf
Stroud
GL5 4UB

Or you can provide your feedback by completing the online form at:

www.stroud.gov.uk/housing/depooling/tenancy-revision



Alternatively, you may e-mail your comments to us at resident.involvement@stroud.gov.uk or call us and speak to a member of the team on 01453 766321.

Yours faithfully

A handwritten signature in black ink, appearing to read 'A. Kefford', written over a horizontal line.

Andy Kefford
Strategic Head of Housing

STROUD DISTRICT COUNCIL

Proposed new tenancy agreement consultation feedback form

Please write down your comments against any sections of the tenancy agreement on which you wish to comment or make suggestions for changes.

Section name/number in the proposed new tenancy agreement	Your comments
Glossary	
3. Rent	
4. Repairs	
5. The Property	
6. Behaviour	
7. Changes to Your Tenancy	
Any Other Comments	

Optional – please include your name and address below if you wish

Name	
Address	
Postcode	
Email address	

Please return this to:

Ben Roberts
Principal Resident Engagement Officer
Landlord Services, Resident Engagement
Stroud District Council
Ebley Mill
Westward Rd
Ebley
Stroud
GL5 4UB

Or email this to:

resident.involvement@stroud.gov.uk

STROUD DISTRICT COUNCIL

Summary of the main changes we are proposing in the new tenancy agreement

Section of Tenancy	Amended Content/Wording	What this means to Tenants
Glossary	<p>Independent Living:</p> <p>Accommodation provided for tenants who are over 55 and that is let for the purposes of independent living where restrictions may apply to how you are permitted to occupy the property and what rights you may have under this agreement.</p>	<p>This new wording reflects the change we have already made, with sheltered housing now referred to as Independent Living. All references to sheltered housing in the tenancy have been amended to read Independent Living.</p>
3. Rent	<p>3.3 Services and Service Charges</p> <p>3.3.1 We agree to use all reasonable endeavours to provide the Services.</p> <p>3.3.2 In consideration of us providing the Services, you agree to pay the Service Charges.</p> <p>3.3.3 The Service Charge shall be calculated by us by apportioning the cost of providing the Services on a fair and reasonable basis as between the dwellings within the Estate which benefit from the Services.</p> <p>3.3.4 The Service Charge will normally be reviewed annually at the same time as the Rent is reviewed but we reserve the right to review the Service Charge during the service charge year in the event that we incur any costs in providing the Services which could not reasonably have been anticipated at the previous annual review. Any variation in Service Charge will be in accordance with applicable laws.</p> <p>Any variation in Service Charges will be dealt with in the same way as a variation in your Rent (see clause 3.1.2 above).</p> <p>3.3.5 If you are provided with any Personal Services by us then in addition to the other charges referred to in this Clause 3.1.2. we will charge you separately for these Personal Services. The charge for Personal Services will be a fair and reasonable one based upon the cost of providing those services to or for you and will be payable annually at the same time and in the same manner as for other payments under this clause 3.1.2.</p> <p>3.3.6 You have a RIGHT TO APPEAL to the First Tier Tribunal against your Service Charge or</p>	<p>This proposed variation is new wording inserted into the tenancy agreement to deal with service charges.</p> <p>The Council will apply a service charge to cover reasonable block and estate costs, such as communal cleaning, grounds maintenance and communal lighting, in addition to a separate charge for rent.</p> <p>The cost of delivering the services will be calculated by the Council and split on a fair and reasonable basis between tenants and leaseholders that benefit from them.</p> <p>Tenants will be required to pay the service charge in addition to their rent each week.</p> <p>Tenants will be given at least 4 weeks</p>

	<p>Personal Service Charge. Information on the grounds for and how to appeal can be found in the Council's Rents and Service Charges Policy and on the Government website at https://www.gov.uk/government/publications/service-and-administration-charges-and-management-matters-t541</p>	<p>written notice of any increase in service charge, as they would rent.</p> <p>Tenants who are not happy with their service charge have the right to an independent appeal. Stroud District Council will publish details of tenants' appeal rights.</p> <p>These proposed variations are necessary to provide clarity on how service charges will be applied and what tenants must pay following the de-pooling of rents and service charges.</p>
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5. The Property	<p>5.1.4 You must comply with any health and safety directions we give you, including:</p> <ul style="list-style-type: none"> • Lofts must not be used for storage but should be kept clear in case remedial works need to be carried out; • CCTV or Video doorbells must not be installed without our written consent and any conditions imposed in that consent must be strictly complied with. We will have regard to the legal requirements relating to privacy and all other 	<p>This proposed variation gives additional examples of what tenants must/must not do to comply with any health & safety directions issued by the Council.</p>

	<p>relevant matters when considering whether to grant consent which will be at our absolute discretion</p> <p>5.15 Radon is identified as a potential hazard in dwellings in the Housing Act 2004. You must ensure that radon equipment installed in your property is left to run continuously. If you fail to do so the Local Authority will take enforcement action dependent on the severity of the risk</p> <p>5.3 If you have shared hallways and gardens you must keep those areas clean and tidy. Personal items such as toys, trampolines, playhouses and other similar objects or structures must not be left in these areas. The construction or erection of sheds, fences, gates and other structures in these areas is prohibited.</p>	<p>The proposed variation also gives clear examples of personal items including toys, play equipment, sheds and barriers that tenants should not place in communal areas, including shared gardens, which must be kept clean and tidy.</p>
6. Behaviour	<p>6.1 You are responsible for the behaviour of every person (of whatever age) living in or visiting your home and in doing so accessing or using surrounding land and shared areas. Stroud District Council will not tolerate violence or threats of violence towards any member of its staff. We will work with the police and other agencies in using existing legal remedies against any person using or threatening violence. This may in appropriate circumstances include obtaining injunctions and or a possession order resulting in eviction</p>	<p>This proposed variation is new wording to be added to the tenancy agreement that sets out what conduct is not acceptable. It makes clear what tenants are responsible for and what action the Council will take to deal with it.</p>
7. Changes to Your Tenancy	<p>7.3 Changes to the tenancy conditions and Tenancy Transfers</p> <p>7.3.1 We may vary the tenancy conditions either by mutual agreement in writing or by appropriate statutory procedures (currently the service of a Notice of Variation under sections 102 and 103 of the 1985 Housing Act). Before doing so, we will seek your views and take account of them.</p> <p>7.3.2 You can apply to transfer your tenancy through the Homeseeker Plus portal. If you are offered a transfer then an inspection of your current property will take place. If damage or disrepair is identified then the offer of transfer will be withdrawn unless you are able to remedy the damage or disrepair promptly and to our satisfaction</p>	<p>These proposed variations set out the Council's legal requirements when varying tenancy conditions either by agreement with tenants or through the appropriate statutory process.</p> <p>The proposed variation also sets out the conditions under which a tenant will or will not be allowed to move to another property having successfully bid through the housing register.</p>
9. Personal Information Processing	<p>9. Personal Information Processing. Data Protection Act 2018 and UK GDPR</p> <p>9.1 – 9.5 inclusive</p>	<p>These proposed variations set out how the Council process personal information.</p>

		<p>There is a statement of understanding how the Council will hold and use personal information.</p> <p>There is detail of individuals' legal rights regarding personal information and where more information can be found on the Council's policies and privacy notices.</p>
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Secure Conditions

GLOSSARY

We, Our, Us	Stroud District Council, the Landlord
You, Your	The Tenant/s
The Property, home, dwelling house	The accommodation and any garage and grounds which has been let to you under the terms of this agreement.
Structures	Any structures associated with the property at the tenancy start date
Sublet	To lease part or all of a property which you are the legal tenant of
Termination	End of tenancy
Surrender of Tenancy	An offer by you to end your tenancy
Indictable Offence	Criminal act which could lead to a term of imprisonment of 5 years or more
Serious offence	An offence as prescribed by Schedule 2A Housing Act 1985
Absolute Ground for Possession	Where the Court must grant the landlord possession as long as they acted in line with the law
(Review) Panel	A representative from the Council's Legal department and a Councillor – neither of whom have had any direct case management involvement
Closure Order	A court order resulting in the property being shut down and access denied to prescribed persons for a specified period of time
Breach	Not doing what the tenancy condition says
Defect	A fault
Reasonable Notice	A period deemed to be fair when taking into consideration all relevant factors
Livestock	Animals used for the production of food, fibre or labour
Mutual Exchange	Assignment of tenancies between 2 or more tenants resulting in tenants swapping homes
Total Rent	This is what you have to pay us in return for living at the Property. You will find an explanation of what this payment is in clause 3 of this agreement.
Independent Living	Accommodation provided for tenants who are over 55 and that is let for the purposes of Independent Living where restrictions may apply to how you are permitted to occupy the property and what rights you may have under this agreement.

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1. SECURITY OF YOUR TENANCY

1.1 Using the property

- 1.1.1 You must live in the property we have let to you under this agreement and make it your only or principal home.
- 1.1.2 You must notify us in writing if you intend to be away from the property for more than 28 days. You must provide details of where you are going, when you intend to return and provide contact details for someone who has access to the property in case of emergencies.
- 1.1.3 We recognise that you have the legal right to stay in the property as long as you keep to the conditions of your tenancy or unless a court orders you should be excluded or unless possession upon a ground for possession under Schedule 2 of the Housing Act 1985 is made out.
- 1.1.4 **Unless you live in at an Independent Living Site, you may sublet part of the property but not all of it. You must obtain our written permission before doing so. If you live in Independent Living Accommodation** you have no right to sublet any part of the property at any time. If you sublet all of your property, you will lose security of tenure and cannot regain it, and we can end the Tenancy by serving you with a Notice to Quit. In addition to seeking to evict you, we will also consider applying to the court for an unlawful profit order, requiring you repay to us the profits of your unlawful subletting.
- 1.1.5 Any requests for permission will need to be made in writing to Housing Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk.

1.2 Occupants and Visitors to the property

- 1.2.1 You are liable for the conduct of yourself, your household and your visitors whether or not you instruct, encourage or allow it. You must not permit or suffer any breach of these conditions by any occupant or by any visitor to the property.
- 1.2.2 If you live in **Independent Living Accommodation** you may not allow, permit or encourage any person to reside at the property, save for those expressly authorised by Stroud District Council, following the grant of the tenancy. If you allow any other person to reside at the property without Stroud District Council's consent, it will constitute a breach of tenancy and you could face eviction.

1.3 When we visit the property

- 1.3.1 All Officers and Contractors attending the property will have identification. If they cannot produce identification do not allow them access and you should contact us immediately to notify us of the incident.

2. LEGAL PROCEEDINGS

- 2.1 We will not seek possession of the property unless we feel it is reasonable and Proportionate to do so. We can obtain possession of the property:

- (i) By accepting a notice of termination from you (See Section 8).
- (ii) By accepting a surrender of tenancy from you (See Section 8).

- 2.1.1 We may also seek possession of your property using any of the grounds set out in Schedule 2 of the Housing Act 1985 as may be amended, from time to time. They currently include:

- (i) Ground 1: Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed.
- (ii) Ground 2: The tenant or a person residing in or visiting the dwelling-house has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or has been convicted of using the dwelling-house or allowing it to be used for immoral or illegal purposes, or an indictable offence committed in, or in the locality of, the dwelling-house.
- (iii) Ground 3: The condition of the dwelling-house or of any part of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or a person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as they ought reasonably to have taken for the removal of the lodger or sub-tenant.
- (iv) Ground 5: The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant, or a person acting at the tenant's instigation.

- 2.1.2 In line with The Anti-Social Behaviour, Crime and Policing Act 2014 the Council may also consider using the absolute ground for possession, as may be amended from time to time. This currently means that the Court must make a possession order unless to do so would be wrong under human rights, public or equality law. In the event of any of the following circumstances the Council may apply for possession:

- (i) If the tenant, someone residing at the property, or a visitor to the property is convicted of a serious criminal offence.
- (ii) If the tenant, someone residing at the property, or a visitor to the property is found by a Court to have breached any terms of an Injunction as described in Part 1 of this Act.
- (iii) If the tenant, someone residing at the property, or a visitor to the property is convicted of an offence under Section 30 of this Act – committing an act which is prohibited by a criminal behaviour order or fails to do something they are required

to do by a criminal behaviour order.

- (iv) If the property is, or has been, subject to a Closure Order.
- (v) If the tenant, someone residing at the property, or a visitor to the property is convicted of an offence under the Environmental Protection Act 1990. Offences would be condition of the property, smoke, fumes or gases from the property, animals kept in the property, artificial light emitted from the property and noise emitted from the property that is prejudicial to health or a nuisance.

2.1.3 You will be served with a Notice informing you of our decision to apply for possession. If we are relying on an absolute ground, you have the right to request a review of the decision to serve this Notice but the timescales involved are limited:

- (i) **Possession Proceedings** - You must inform us in writing of your request to review the Notice within 7 days of the Notice being served on you.
- (ii) You can choose to have your review conducted in person or without you being present.
- (iii) A panel will consider the evidence which has led to the service of the Notice and any evidence provided by you.
- (iv) The panel will make a decision on the matter within 28 days of the Notice being served and if the decision to serve the Notice is upheld we will continue with our application for possession.

2.1.4 We can choose which method of service we use to send you a legal Notice. We can serve Legal Notices by:

- (i) Sending or posting it to, or leaving it at the Property;
- (ii) By affixing it to a prominent part of the Property such as window or door;
- (iii) By giving it to you or anyone at the address; or
- (iv) By sending it to your last known address.

2.1.5 Any costs incurred in taking legal proceedings against you will be recharged to you.

2.1.6 Recharges must be paid within 28 days of receipt of invoice. After 28 days we may decide to pass the debt to an external agency for collection.

2.2 Rights of Third Parties

2.2.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. This means that the only persons who can enforce the rights and obligations in this agreement are you and us.

3. RENT

3.1 Payment of rent

3.1.1 You must pay the rent (including all service charges) on time for the use of your home. The rent will be charged weekly.

3.1.2 If we change the amount of rent (including service charges) we will give you at least four weeks' written notice. The Notice will tell you how much you have to pay and when you must start paying it.

- 3.1.3 If you owe us arrears from a previous tenancy you must pay the agreed sum towards clearing these arrears in addition to your rent (including all service charges) every week. Failure to pay these sums will amount to a breach of this tenancy agreement and we may take steps to end this tenancy and evict you.

3.2 Breach of Terms

- 3.2.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 3.2.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

3.3 Services and Service Charges

- 3.3.1 We agree to use all reasonable endeavours to provide the Services.
- 3.3.2 In consideration of us providing the Services, you agree to pay the Service Charges.
- 3.3.3 The Service Charge shall be calculated by us by apportioning the cost of providing the Services on a fair and reasonable basis as between the dwellings within the Estate which benefit from the Services.
- 3.3.4 The Service Charge will normally be reviewed annually at the same time as the Rent is reviewed but we reserve the right to review the Service Charge during the service charge year in the event that we incur any costs in providing the Services which could not reasonably have been anticipated at the previous annual review. Any variation in Service Charge will be in accordance with applicable laws. Any variation in Service Charges will be dealt with in the same way as a variation in your Rent (see clause 3.1.2 above).
- 3.3.5 If you are provided with any Personal Services by us then in addition to the other charges referred to in this Clause 3.1.2, we will charge you separately for these Personal Services. The charge for Personal Services will be a fair and reasonable one based upon the cost of providing those services to or for you and will be payable annually at the same time and in the same manner as for other payments under this clause 3.1.2.
- 3.3.6 You have a RIGHT TO APPEAL to the First Tier Tribunal against your Service Charge or Personal Service Charge. Information on the grounds for and how to appeal can be found in the Council's Rents and Service Charges Policy and on the Government website at <https://www.gov.uk/government/publications/service-and-administration-charges-and-management-matters-t541>

4. REPAIRS

4.1 If you discover a defect

- 4.1.1 You must tell us about any defect in the property which is our responsibility to repair within a reasonable time, keeping a record of the time date and method of reporting any defect.

- 4.1.2 If you fail to notify us of a defect, which is our responsibility to repair, as per 4.1.1, we may cease to be responsible for the repair of that defect or we may recharge to you the additional costs of putting it right occasioned by your failure or delaying in notifying us.

4.2 Our responsibilities, as outlined in Section 11 of the Landlord and Tenant Act 1985

- 4.2.1 We will maintain all aspects of the structure of the property.
- 4.2.2 We will maintain gas, water, electricity and sanitary systems in the property.
- 4.2.3 We will maintain space and water heating systems in the property.
- 4.2.4 We will maintain structures and water and electricity systems for shared areas.

4.3 Allowing us access

- 4.3.1 You must allow our employees or contractors access to the Property at all reasonable hours to inspect or carry out repair work or improvement or routine servicing to the Property or any adjoining land or building.
- 4.3.2 We will normally give a minimum of 24 hours notice, but in an emergency (e.g. water overflowing into adjoining properties or where someone's life or physical safety is at risk) we may give you less notice or no notice at all or, if you do not give it or are not in, we may force entry into your home to carry out urgent repairs.
- 4.3.3 If we force entry when you are not in we will repair any damage caused to locks, doors, windows or frames. However, if the emergency has arisen as a result of neglect or damage caused by you, people residing with you and/or visitors to your home, or if you are in and have refused access, then you will be responsible for our reasonable costs of obtaining access and repairs required as a result of any damage caused in doing so.

4.4 Decanting

- 4.4.1 In some circumstances we may need to move you from your property whilst we make alterations, carry out repairs or carry out regeneration works. We will find you suitable accommodation whilst we complete the work.

4.5 If you are not satisfied with our work

- 4.5.1 If you are not satisfied with work carried out by us, the time taken to undertake work or any works you have reported which you say are outstanding, you must promptly inform us in writing and allow us the opportunity to put it right. If you remain unsatisfied you must escalate your complaint through our complaints policy at **Tenant.Complaints@stroud.gov.uk**. In some circumstances you may wish to use the procedures available under the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

4.6 Your responsibilities

- 4.6.1 You must use the property and fixtures and fittings in a reasonable way and maintain a good standard of decoration throughout.
- 4.6.2 You are responsible for repairs and replacements to the property which you need to carry out because of damage caused by you, your household or visitors to your property.
- 4.6.3 You must do any repairs and replacements identified as your responsibility to our

satisfaction and within a reasonable time, as specified by us.

- 4.6.4 **You are responsible for insuring the contents of the property. We are not responsible for insuring your furnishings and personal possessions, including the content of fridges, freezers and washing machines. We advise you to have insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for.**

If your home becomes un-inhabitable due to fire, flood or for any other reason caused by your actions or failure by you to comply with your obligations under your tenancy agreement we will assist you with finding temporary alternative accommodation; however this may not be local. In these circumstances you will be responsible for the cost of your travel and food and other normal living expenses. If we obtain temporary accommodation for you we may re-charge you the cost of providing that accommodation.

4.7 Property Alterations and additions

- 4.7.1 You must not undertake any alterations or additions to the property without having our written permission to do so. If you carry out any works for which you have not received permission, we may ask you to reinstate the property or pay our costs or doing so.
- 4.7.2 You must have our written permission prior to undertaking any works in relation to satellite dishes and aerials.
- 4.7.3 You must not undertake any external decoration to the property without having our written permission to do so.
- 4.7.4 Any requests for permission will need to be made in writing to Housing Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk.

4.8 Recharges and breach of terms

- 4.8.1 You will be recharged for any repair carried out by us that is assessed as not being due to reasonable wear and tear.
- 4.8.2 You may be recharged for any works reported as an emergency which on inspection prove not to be an emergency.
- 4.8.3 We may consider installing a service interrupter programmer to gas supplies where it has historically proven to be difficult to access properties to complete the servicing.
- 4.8.4 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 4.8.5 Any costs incurred in taking legal proceedings against you will be recharged to you.

5. THE PROPERTY

5.1 Using the property

- 5.1.1 You must keep the property clean and tidy.
- 5.1.2 You must not store excessive amounts of furniture or material in the property.

- 5.1.3 You must not store any highly inflammable materials in the property, including outbuildings, other than those used in standard domestic maintenance or for health purposes (for example; oxygen).

Health and Safety in the property and communal areas

- 5.1.4 You must comply with any health and safety directions we give you, including:

- Not smoking in the property when our staff, agents or contractors are visiting;
 - Not behaving in an aggressive, violent, abusive or intimidating manner towards our staff, agents or contractors whether at the property, communal areas, in the locality of the property or at any of our offices;
 - Not smoking or drinking alcohol in internal communal areas;
 - Not using electrical sockets in communal areas;
 - Ensuring that fire doors are remained closed when not in active use;
 - Not leaving used needles and syringes in your property, communal areas and gardens, save in a dedicated sharps disposal box ;
 - Keeping escape routes clear and following evacuation procedures displayed in communal areas;
 - Any directions about not using loft spaces;
 - Not overloading electrical plug sockets within the property; and
 - Removing an excess hoarded belongings when asked to do so
 - **Lofts must not be used for storage but should be kept clear in case remedial works need to be carried out;**
 - **CCTV or Video doorbells must not be installed without our written consent and any conditions imposed in that consent must be strictly complied with. We will have regard to the legal requirements relating to privacy and all other relevant matters when considering whether to grant consent which will be at our absolute discretion**
- 5.1.5 **Radon is identified as a potential hazard in dwellings in the Housing Act 2004. You must ensure that radon equipment installed in your property is left to run continuously. If you fail to do so the Local Authority will take enforcement action dependent on the severity of the risk**

5.2 Garden

- 5.2.1 If your home includes a garden, you are responsible for all maintenance. The garden includes grass, hedges, trees, shrubs, bushes and fences that form part of the property. You must not let it become overgrown.
- 5.2.2 If you live in **Independent Living Accommodation**, unless you are expressly advised otherwise, you will not have a garden under this tenancy agreement and you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.
- 5.2.3 You must keep your garden tidy and not use any garden area to store household furniture, vehicle parts or any other items expressly referred to in writing by us.
- 5.2.4 You must not commence work on any trees in your garden which have a Tree Preservation Order without receiving written permission from us to do so.
- 5.2.5 If you plan on planting trees or shrubs in your garden you must first have our written permission. We will consider their existing and future impact on the property and neighbouring properties. Any damage or nuisance caused as a result of planting will be your responsibility.
- 5.2.6 You must not commence any earth works or structural works in the garden without first

obtaining our written permission. If you carry out any works for which you have not received permission, we may ask you to reinstate the gardens or pay our costs or doing so.

- 5.2.7 Any requests for permission will need to be made in writing to Housing Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk.

5.3 Communal areas

- 5.3.1 If you have shared hallways and gardens you must keep those areas clean and tidy. **Personal items such as toys, trampolines, playhouses and other similar objects or structures must not be left in these areas. The construction or erection of sheds, fences, gates and other structures in these areas is prohibited.**
- 5.3.2 If you have shared gardens you must not undertake any planting or gardening of any type whatsoever without receiving permission from us to do so.
- 5.3.3 If you have shared hallways you must not store or park any items in hallways, on stairs or in meter cupboard spaces. Items that are considered to be an immediate hazard may be removed without warning.
- 5.3.4 Any requests for permission will need to be made in writing to Housing Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk.

5.4 Vehicles and driveways

- 5.4.1 You must have permission from us to build a driveway on the property and you must have permission from the relevant Authority to drop the kerb and cross the highway to access the driveway.
- 5.4.2 You must not park or allow anyone to park a vehicle, trailer or caravan on the property unless you have an authorised driveway. Vehicles must only be parked on driveways or dedicated hardstanding and must not be parked on gardens.
- 5.4.3 You must not park any car, caravan, motor home, or vehicle of over 4.5 metres in length or weighing over 2,500 kilograms or a trailer or horse box or tractor on the property or in a Stroud District Council owned car park without getting our permission beforehand.
- 5.4.4 You must not park any untaxed or unroadworthy vehicle on any land that we own. You must not carry out major repairs to any vehicles on the property or any land that we own.
- 5.4.5 If you wish to keep a mobility aid such as a scooter, motorised wheelchair (or any type of similar mobility aid) you must get written permission first. This permission will not be unreasonably withheld and will be based on the relevant health & safety requirements being adhered to.
- 5.4.6 Any requests for permission will need to be made in writing to Housing Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk.

5.5 Operating a business

- 5.5.1 You must not operate any business from the property without receiving prior written permission from us to do so. Permission may be refused or revoked if, for example, we

are of the view that the business is or is likely to cause a nuisance or annoyance to other residents, businesses or our staff agents or contractors, or if we are concerned it may damage the property.

- 5.5.2 Any requests for permission will need to be made in writing to Housing Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk.

5.6 Allowing us access

- 5.6.1 We will conduct regular tenancy and property inspections to ensure our properties are being used by the legal tenant and being maintained to a good standard. You must allow us access to the property to conduct these inspections, which may include the taking of photographs. Failure to provide access may result in legal proceedings against you.
- 5.6.2 If you have been issued with tenant identification you will be asked to produce it. If you have not been issued with identification or you have mislaid it our Officers and Contractors may request other evidence to prove your identity.

5.7 Breach of terms

- 5.7.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you. You may be evicted or we may seek an injunction to compel you to act in a certain way or refrain from acting in a certain way.
- 5.7.2 You agree to comply fully with any Estate Rules or Regulations that may apply to the specific scheme or site where your Property is located. We will ensure you are provided with a copy of any rules or regulations that apply to the occupation of the Property. You agree that compliance with those rules or regulations is expressly incorporated into the Tenancy Agreement and form part of the Tenancy Agreement and the terms under which the Property is let. You understand and agree that any breach of the rules or regulations will amount to a breach of this Tenancy Agreement and will allow us to take enforcement action against you. You will not do anything that puts our interest under any Head Lease at risk of forfeiture. In the event that any rule or regulation is contradictory or in conflict with any other term within the Tenancy Agreement, we agree that the term in the rule or regulation will take precedent and be the term that applies.
- 5.7.3 Any costs incurred in taking legal proceedings against you will be recharged to you.

6. BEHAVIOUR

- 6.1 **You are responsible for the behaviour of every person (of whatever age) living in or visiting your home and in doing so accessing or using surrounding land and shared areas. Stroud District Council will not tolerate violence or threats of violence towards any member of its staff. We will work with the police and other agencies in using existing legal remedies against any person using or threatening violence. This may in appropriate circumstances include obtaining injunctions and or a possession order resulting in eviction**

6.2 Community responsibilities

- 6.2.1 You, members of your household and visitors to the property must not act in person, verbally, via text, via social media or via a third party in a manner that may cause or may likely cause a nuisance or annoy, disturb or harass one or more

persons in the locality of the property. Nuisance or annoying behaviour includes, but is not limited to:

- 6.2.1.1 Playing loud music or amplified sound;
 - 6.2.1.2 Shouting, banging or slamming doors;
 - 6.2.1.3 DIY or operating domestic machinery between the hours of 9:00 p.m. and 6:00 a.m.;
 - 6.2.1.4 Being abusive to others, including (but not limited to) racist, homophobic, disability, religious or sex-based abuse;
 - 6.2.1.5 Behaving in an intimidating or threatening manner to others;
 - 6.2.1.6 Regularly using foul language so that others can hear it;
 - 6.2.1.7 Allowing dogs to bark excessively;
 - 6.2.1.8 Not cleaning up any mess left by your pets;
 - 6.2.1.9 Causing damage to property belonging to other people;
 - 6.2.1.10 Gang related activity;
 - 6.2.1.11 Fly tipping
 - 6.2.1.12 Drink or drug related disorder, including taking illegal drugs or having numerous visitors to the property
- 6.2.2 Domestic violence: You must not use or threaten to use violence or abuse, against any other person living with you, nor against yours or their children. If you do, and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to exclude and/or evict you from your home. Domestic violence and abuse includes any incident or pattern of incidents of controlling, coercive, 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. The abuse can encompass, but is not limited to:
- psychological
 - physical
 - sexual
 - financial
 - emotional
- 6.2.3 You, members of your household and visitors to the property must not interfere with or cause damage to the property, property owned or managed by us or by any other public or private individual or body.
- 6.2.4 If you, a member of your household or visitor to the property is convicted of a criminal offence, committed in the locality of the property we may consider taking legal proceedings. You may be evicted.
- 6.2.5 If you, a member of your household or visitor to the property is convicted of a criminal offence, against another Stroud District Council Tenant in any location or against a member of staff from Stroud District Council or our contractors in any location we may consider taking legal proceedings. You may be evicted.
- 6.2.6 You must not keep any offensive weapons at the property without our written permission to do so. We will liaise with the Police in deciding on the matter of any permission regarding weapons.
- 6.2.7 Any requests for permission will need to be made in writing to Housing Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk.

6.3 Using the property

- 6.3.1 You must not use the property for the purpose of distribution, storing, growing, making or consuming illegal drugs.

- 6.3.2 You must not use the property for any illegal or immoral purpose, for example such as storing stolen goods or prostitution.
- 6.3.3 Any damage to the property caused by the Police executing a warrant may be recharged to you.

6.4 Pets and Livestock

- 6.4.1 You may be permitted to have a pet. You must have written permission from us prior to taking on responsibility for a pet.
- 6.4.2 You must ensure that any pet you are responsible for:
- (i) Is under proper control at all times.
 - (ii) Is kept in a safe and hygienic manner.
 - (iii) Does not cause nuisance, annoyance or harm to local residents, staff or Contractors.
 - (iv) Does not damage property belonging to Stroud District Council or our Contractors.
- 6.4.3 You must dispose of any fouling or mess created by your pet immediately and in a hygienic manner.
- 6.4.4 You may be permitted to keep livestock. You must have written permission from us prior to taking on responsibility for any livestock.
- 6.4.5 If you do not keep to the above terms in relation to pets and livestock we may revoke our permission for you to keep a pet and/or livestock. You must re-house the animals within 28 days of permission being revoked. If you fail to re-house animals upon our demand, we will consider legal proceedings, which may include seeking an injunction forcing you to remove the same, or we may seek to evict you.
- 6.4.6 Any requests for permission will need to be made in writing to Housing Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to housing.management@stroud.gov.uk.

6.5 Breach of terms

- 6.5.1 Failure to adhere to these tenancy conditions may result in legal proceedings against you for breach of tenancy. We may seek an injunction against you, which may include your exclusion from the property and/or you may be evicted.
- 6.5.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

7. CHANGES TO YOUR TENANCY

7.1 Assigning your tenancy

- 7.1.1 There are a number of ways you may be able to assign your tenancy.
- 7.1.2 The Court can order you to transfer your tenancy to your spouse or civil partner.
- 7.1.3 With our written permission you may assign your tenancy to a person qualified to succeed to your tenancy (see clause 7.2 below).
- 7.1.3 A person who qualifies to be assigned your tenancy is entitled to take on your

tenancy but not necessarily the property. We may ask a qualifying assignee to transfer to a property more suitable to their needs.

- 7.1.4 You may assign your tenancy by way of mutual exchange. You must have our written permission before you assign your tenancy or move home in relation to a mutual exchange.
- 7.1.5 We will only permit one assignment of this tenancy. Any additional purported assignments will be a breach of this tenancy agreement and we may commence legal proceedings to evict you.
- 7.1.6 If you live in Independent Living your right to assign the tenancy may be limited or restricted due to the nature of such a tenancy and the need to carefully control those who occupy such accommodation. Stroud District Council reserves the right to refuse consent to assign an Independent Living tenancy where the proposed assignment would be to a person who does not qualify for such accommodation.

7.2 Succession (when a tenant dies)

- 7.2.1 A joint tenant will succeed to the tenancy as a sole tenant.
- 7.2.2 If your tenancy commenced prior to 1st April 2012 and you die a person may succeed to your tenancy. A person may qualify to succeed to your tenancy if they:
 - (i) Are your spouse or partner and occupied the property as their only or principal home at the time of your death and throughout the 12 month period preceding your death; or
 - (ii) In the absence of such a person, are a member of your family, and resided with you in the property as their only or principal home throughout the 12 month period preceding your death.
- 7.2.3 If your tenancy commenced on or after 1st April 2012, if you are a sole tenant, if you die your spouse or partner may succeed to your tenancy as long as they have occupied the property as their only or principal home at the time of your death.
- 7.2.4 A person who qualifies as a successor to your tenancy is entitled to take on your tenancy but not necessarily the property. We may ask a qualifying successor to transfer to a property more suitable to their needs.
- 7.2.5 Only one succession throughout the life of a tenancy will be considered.

7.3 Right to buy

- 7.3.1 If you live in Independent Living you are excluded from exercising the Right To Buy your home. This is based on the Housing Act 1985, Schedule 5, Section 10.
- 7.3.2 For those not living in Independent Living accommodation you may be eligible for the Right To Buy your home. You must notify us in writing if this is your intention.

7.4 Changes to the tenancy conditions and Tenancy Transfers

- 7.4.1 **We may vary the tenancy conditions either by mutual agreement in writing or by appropriate statutory procedures (currently the service of a Notice of Variation under sections 102 and 103 of the 1985 Housing Act). Before doing**

so, we will seek your views and take account of them.

- 7.4.2 You can apply to transfer your tenancy through the Homeseeker Plus portal. If you are offered a transfer then an inspection of your current property will take place. If damage or disrepair is identified then the offer of transfer will be withdrawn unless you are able to remedy the damage or disrepair promptly and to our satisfaction**

8. ENDING YOUR TENANCY

8.1 Giving us notice

- 8.1.1 You may end your tenancy by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. We may accept a short notice, or a notice ending on a different day but we are not obliged to.
- 8.1.1 The tenancy may be ended by any one of two joint tenants (whether with or without the knowledge or consent of the other joint tenant) by providing us with four weeks written notice, starting on a Monday and ending on a Sunday. This ends the tenancy for both tenants.

8.2 Your responsibilities after giving us notice

- 8.2.1 You must leave the property in a clean condition and in a good state of repair. You will be recharged for any works undertaken, which are not considered to be fair wear and tear, to bring the property up to a good letting standard.
- 8.2.2 If you fail to return the keys for the property by the termination of tenancy date we will charge you use and occupation charges until the keys are returned or we are able to secure possession and change the locks, which we will also charge you for.
- 8.2.3 If you have terminated your tenancy but have not left the property or you have terminated your tenancy, left the property but there are person/s in residence, we may issue a Notice to Quit and commence legal proceedings for possession of the property.

8.3 If you don't give us notice

- 8.3.1 If you have vacated the property for more than 28 days without giving the required notification, and we are of the view you have ceased to occupy as your only or principal home, we may issue a Notice to Quit and commence legal proceedings for possession of the property.
- 8.3.2 Any work undertaken to gain entry to the property and subsequently secure the property as a result of a warrant of eviction will be recharged to you.

8.4 If you breach your tenancy conditions

- 8.4.1 Failure to adhere to the terms of your tenancy may result in legal proceedings against you for breach of tenancy. You may be evicted.
- 8.4.2 Any costs incurred in taking legal proceedings against you will be recharged to you.

8.5 Other reasons why we may seek to end your tenancy

- 8.5.1 You must not at any time during this tenancy become entitled to occupy other accommodation which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy.
- 8.5.2 You agree to tell us immediately if you become the owner, leaseholder or tenant of another property. We may take steps to end this tenancy if we believe that you are entitled to occupy another property which is reasonably suitable for your occupation and which is or would be reasonable for you to occupy, taking into account, amongst other things: whether the property is fit to live in, whether you have acquired it as a holiday home and it is only suitable for such purpose, whether it is suitable for the size of your household, taking into account the size of the property, your income and employment, disabilities or medical needs, and any other relevant circumstances.

9. PERSONAL INFORMATION PROCESSING

DATA PROTECTION ACT 2018 AND UK GDPR.

- 9.1 **Meaning of “Personal Information”:** For the purpose of this Agreement personal information means any information relating to an identified or identifiable natural person who can be identified by information such as a name, identification number, location data or one or more factors specific to the physical, genetic, mental, economic, cultural or social identity of that natural person amongst other factors.
- 9.2 **I/We** understand that for the purposes of my/our Tenancy with Stroud District Council (the Council) the Council will **hold and use** the personal information contained in my Tenancy Agreement and tenancy file (or from others) for the following purposes:
- to carry out the Council's obligations under my Tenancy Agreement;
 - to carry out the Council's obligations for general management of the estate and your property.
 - to enforce the Council's rights under the Tenancy Agreement.
 - to comply with the Council's obligations to others it employs or deal with to carry out our responsibilities and enforce its rights under the Tenancy Agreement (the Council's obligations may be legal or contractual, including protecting your health and safety).
 - to carry out the Council's obligations to other tenants and other residents.
 - to comply with any other legal obligation; and
 - for research, consideration of and implementation of new services for tenants.

The Council may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in the Council's Privacy Policy found at stroud.gov.uk/privacy or provided upon request.

- 9.3 The Council may also **share** your personal information in order for it to carry out the above purposes, and you acknowledge that it may need to pass on personal information relating to you to any third party as it may decide in order to carry out the above provisions and services. These other parties may include:
- any person the Council have asked to carry out general housing management, repair and maintenance work to the property or estate.
 - law enforcement officers and other agencies (many of whom have a legal entitlement to this information without your consent).
 - social services.
 - local authorities.

- Government departments
- support agencies, and.
- professional advisers.

If you leave your home owing rent or any other money to us, you also acknowledge that the Council may pass on information about you to any debt recovery or tracing agency that it instructs to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that the Council may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.

- 9.4** You have the **right** to access your own personal information . Subject Access Requests can be made to the Council verbally or in writing to Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or by sending an email to data.protection@stroud.gov.uk. You may have the **right** to ask for information to be erased (right to erasure) but there are some exceptions. You also have the **right** to ask for your personal information to be rectified if it is inaccurate and the **right** to have incomplete personal data completed. For further information see section 9.5 below.

You do not have the right to access information which identifies a third party who has not given personal consent to that information being passed to you, and in certain other circumstances, such as information concerning investigations about you etc. A full list of exemptions is contained in Schedule 2 of the Data Protection Act 2018 and UK GDPR.

Where consent was required to process your personal information, you have the **right** to withdraw your consent at any time. Requests can be made verbally or in writing to Housing Services, Stroud District Council, Ebley Mill, Ebley Wharf, Stroud, GL5 4UB or emailed to Housing.Management@stroud.gov.uk <mailto:data.protection@stroud.gov.uk> but you should be aware that it may have an impact upon the services the Council is able to provide. In some circumstances, your consent is not required for processing, for example to fulfil your tenancy contract, law enforcement purposes, or where we are legally required to process your information.

- 9.5** **How the Council processes personal data:** Full and up to date details of how the Council processes personal information, including policies and privacy notices can be found at stroud.gov.uk/privacy.