

Part I

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All Wards

WELWYN HATFIELD BOROUGH COUNCIL  
CABINET HOUSING PANEL – 19 FEBRUARY 2025  
REPORT OF THE EXECUTIVE DIRECTOR (RESIDENT SERVICES AND CLIMATE  
CHANGE)

PROPOSED REVISED TENANCY AGREEMENT

**1. Executive Summary**

- 1.1 Tenancy agreements are a legal document between the council and the tenants occupying one of our council homes, and set out the terms and conditions to occupy and reside at such homes. Most of our tenancy agreements are secure tenancy agreements
- 1.2 A review of the current secure tenancy terms and conditions has been carried out, and several changes have been required to clarify landlord and tenant obligations further. The proposed revised tenancy agreement is in Appendix 1.
- 1.3 A consultation was carried out with all tenants (around 8,800 tenanted properties) in January 2025 on the proposed revised tenancy agreement in accordance with section 103 of the Housing Act 1985. The tenant panel was also consulted. An online survey was put onto the council's website and 10,475 letters promoting the survey were posted out. Joint tenants were written to individually. There were 232 hard copies of the survey posted out with a pre-paid return envelope, which included 2 versions in large print. 3 Polish translations were requested, and some consultations were completed on the telephone.
- 1.4 There were 1085 responses to the survey and a very high level of support (over 81%) for the proposed changes to the tenancy agreement.

**2. Recommendation**

- 2.1 The Cabinet Housing Panel notes the contents of the report.
- 2.2 The Cabinet Housing Panel recommends the revised tenancy agreement for approval by Cabinet.

**3. Explanation**

**Secure Tenancy Agreements**

- 3.1 Tenancy agreements are a legal document between the council and the tenants occupying one of our council homes, and set out the terms and conditions to occupy and reside at such homes.
- 3.2 Most of our tenancy agreements are secure tenancy agreements. This means that a secure tenant can normally live in the property for the rest of their life, as long as they do not break the conditions of the tenancy.

- 3.3 The council's secure tenancy agreement was last reviewed in 2017, and the terms and conditions attached to it were changed through a deed of variation sent to tenants in December 2017.
- 3.4 Since then, several key housing and tenancy management policies have been developed, setting out the statutory requirements and ensuring processes for these functions are aligned to the service structures across all Housing Services.
- 3.5 The terms and conditions of the council's secure tenancy agreements need to accurately reflect these changes and align with the new policy documents associated with managing the council's housing stock.
- 3.6 Aside from reformatting the tenancy agreement, several changes are required to the terms and conditions to provide clarity on the obligations of both tenants and the council, particularly in the management of trees in council housing gardens, use of balconies, and future-proofing the document for inclusion of service charges should this be implemented at a later date.
- 3.7 The proposed changes to the tenancy agreement are listed in Appendix 3. The summary is below:
- Now includes a clear breakdown of charges, emergency and next of kin information with an authority to discuss your tenancy
  - New section setting out what the tenancy is, what the agreement means for the tenant, what the tenant's liability is
  - New information about service charges.
  - Adds information on how the tenant is expected to give notice and what they need to do before moving out.
  - New section explaining how the council can end the tenancy
  - Amended wording on succession and assignment of tenancies
  - New information about when we require access to the property
  - 6.2 to 6.4 are new sections setting out what our repairs obligations are
  - Makes clear gardens and balconies are the responsibility of the tenant
  - New section stating we will provide information about our housing services, standards, management policies and performance
  - Amended wording, including not sub-letting whole property
  - Amended wording to include what action will be taken if there is a breach of tenancy
  - New section specific to antisocial behaviour and also noise
  - Amended wording about running businesses from home and planning permissions
  - Amended wording in line with our pet policy
  - Separate section making clear requirements before installing laminate flooring
  - Amended information and sets out responsibility for tree works and use of balconies
  - Separate section on expectations for external/ outside areas of a property
  - New section on damage caused by tenants
  - Amended wording to include what repairs the tenant is responsible for
  - Amended wording to include details on accessing the property in an emergency or for welfare checks
  - Amended wording to make clear parking terms include members of the household and visitors and types of parking that is restricted

- New section making clear tenant responsibilities for keeping the property and communal areas (if relevant) clean and safe and what the council can recharge for
- Makes clear it is tenant's responsibility to insure the property
- New section explaining tenant's right to occupy
- Paragraphs 8.2 and 8.3 set out what the council must do to end a tenancy
- Makes clear what action the council can take for unauthorised improvements
- Focuses on the council's obligations to the tenant
- New section explaining when the council will consult with tenants
- Focuses on right to information about tenancy, repairs, consultation, allocation and landlord performance
- Gives details of the Housing Ombudsman
- Updates the list of definitions of words/phrases used in the agreement

3.8 In order to make changes to the tenancy agreements, a consultation is required with existing tenants, with clear requirements set out in legislation on how such changes are managed. All legislative requirements to change the tenancy agreement terms and conditions have and will be followed.

### **Consultation with tenants**

3.9 On 10 January 2025, we launched a consultation, and an online survey was placed on the council's website to gather tenants' views on the proposed changes. Alongside the survey, a link to helpful documents was provided, this included the current tenancy agreement, proposed new tenancy agreement and a document detailing the changes. Tenants were encouraged to read the documentation before responding. The proposed revised tenancy agreement is at Appendix 1. The survey is shown at Appendix 2. A table of the proposed changes to the tenancy agreement is shown at Appendix 3.

3.10 All tenants were written to promote the consultation and to offer them a paper copy of the survey if required to encourage participation. The consultation was promoted via a variety of channels and respondents that needed material in another medium were provided with a telephone number and email address to facilitate such requests. The letter included frequently asked questions (FAQs) to help address queries that they might have. The letter and FAQs are at Appendix 4 and Appendix 5.

3.11 10,475 letters promoting the survey were posted out. Joint tenants were written to individually. There were 232 hard copies of the survey posted out with a pre-paid return envelope, which included 2 versions in large print. We also received 3 requests for translation into Polish. In addition, we contacted 15 residents by telephone that required assistance to complete the survey. Around 7,000 text reminders about the survey were sent in the final few days of the consultation period.

### **Consultation results and feedback**

3.12 A total of 1,085 surveys were completed by the closing date of 31 January 2025, comprising 1,021 online responses and 64 hard copy responses to the survey. A breakdown of the characteristics of the respondents is provided in Appendix 6.

- 3.13 The proposed tenancy agreement (Appendix 1) is divided into 8 sections and the survey asked tenants about each section of the agreement. Not all respondents answered the questions under each of the sections.
- 3.14 Overall, there was a very high level of support for the proposed revised tenancy agreement. Between 81.2% and 90% of the respondents strongly agreed/agreed with the sections of the proposed tenancy agreement (and between 10% and 18.8% strongly disagreed/disagreed).
- 3.15 The majority of the respondents that opposed the proposal tenancy agreement made comments, and the most common comments were around:
- Lack of detail (in the agreement) – *all the information was available on the website consultation page and assistance was given by telephone also*
  - That the tenant had signed a lifetime agreement (*this appears to be a misunderstanding that the agreement can be revised as needed*)
  - That the tenant just disagreed
  - Issues with the webpages/website (*eg where residents contacted us to say they were having difficulties reading the materials on their phones or the webpage we sent out PDF versions*)
  - That tenants felt that the council was breaking the tenancy agreement (*there were comments about some repairs not having been undertaken or other maintenance*)
- 3.16 A summary of the response rates for each section of the proposed tenancy agreement and the comments is provided below
- 3.17 Having considered the feedback from the consultation, no amendments to the tenancy agreement were considered necessary. However, the comments are being looked at in more detail so that there is improved information on the website to assist the understanding of the tenant agreement for tenants.
- 3.18 The report below contains an analysis of survey responses for each of the sections of the proposed tenancy agreement.

#### Section 1: About your secure tenancy agreement

- 3.19 This part of the tenancy agreement covers the type of tenancy, what the tenancy agreement means, joint tenancies and liabilities, how changes to the tenancy are dealt with, payment of the council's reasonable legal costs in enforcing a broken agreement and service of legal notices.
- 3.20 Of those that responded (561 out of 1,085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,
- 85.7% (481) indicated that they support the proposed changes
  - 14.3% (80) opposed the proposed changes
- 3.21 Those who opposed the changes were asked to provide reasons. There were 57 comments and the top reasons were:
- Lack of detail
  - I just do (*oppose the changes*)

- Signed a lifetime tenancy
- We (*the Council is*) breaking the agreement
- (*the tenancy agreement is*) unclear
- Issues with the website
- We (*the council*) are taking people's rights
- Concern about elderly tenants with trees and fences
- Cost of living
- Fear of eviction
- No next of kin

## Section 2: Paying your rent

3.22 This part of the tenancy agreement covers rent and service increases.

Of those that responded (499 out of 1,085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 83.6% (417) indicated that they support the proposed changes
- 16.4% (82) opposed the proposed changes

3.23 Those who opposed the changes were asked to provide reasons. There were 72 comments and the top reasons were:

- Disagree with rent increases
- Lack of detail
- Cost of living
- Don't understand the changes
- Why increase rent when we don't do repairs
- Signed lifetime tenancy
- Issues with reading on website
- Take away rights
- Complaint not dealt with
- Mediation needed

## Section 3: Services, housing related support charges and other charges

3.24 This part of the tenancy agreement covers service charges, community facility charges and other service-related charges.

Of those that responded (484 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 81.2% (393) indicated that they support the proposed changes
- 18.8% (91) opposed the proposed changes

3.25 Those who opposed the changes were asked to provide reasons. There were 85 comments and the top reasons were:

- Lack of detail
- Affordability and the cost of living
- Asked what the charges are
- Disagree with service charges
- Issues with the website

- Signed lifetime tenancy
- Charging for work that is not complete
- Trees
- We (*the council*) break the agreement

#### Section 4: Ending your tenancy

3.26 This part of the tenancy agreement covers the tenant giving up the tenancy, the council ending the tenancy and types of tenancy termination.

Of those that responded (454 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 82.8% (376) indicated that they support the proposed changes
- 17.2% (78) opposed the proposed changes

3.27 Those who opposed the changes were asked to provide reasons. There were 51 comments and the top reasons were:

- Lack of detail
- More detail on tenancy termination (required)
- Don't understand changes
- Issues with the website
- Signed lifetime tenancy
- I just do (*disagree*)
- Death leading to homeless children
- Repairs not done
- Dictatorship
- Introduce family tenancies

#### Section 5: Changes to the tenancy

3.28 This part of the tenancy agreement covers succession (of tenancy), assigning your home/mutual exchange and joint tenancies.

Of those that responded (454 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 86.8% (387) indicated that they support the proposed changes
- 13.2% (59) opposed the proposed changes

3.29 Those who opposed the changes were asked to provide reasons. There were 53 comments and the top reasons were:

- Lack of detail
- Succession does not take account of family needs
- Signed lifetime tenancy
- Do not understand the changes
- Issues with website
- I just do (*disagree*)
- We (*the council*) break the agreement

## Section 6: Our (the council's) Obligations

- 3.30 This part of the tenancy agreement covers the tenant's right to occupy, repair of the structure and exterior, repairs of installations, repair of common parts, external decorations and housing management.

Of those that responded (436 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 89.7% (391) indicated that they support the proposed changes
- 10.3% (45) opposed the proposed changes

- 3.31 Those who opposed the changes were asked to provide reasons. There were 43 comments and the top reasons were:

- Lack of detail
- Repairs ignored
- Issues with repairs timescales
- Staying in for repairs
- Issues with the website
- We (*the council*) do not keep agreement
- Trees
- Signed lifetime tenancy
- Clarity on window repairs
- ASB ignored
- I just do (*disagree*)

## Section 7: Your (the tenant's) Obligations

- 3.32 This part of the tenancy agreement covers possession, payment, outgoings, use of property, antisocial behaviour, racial or other harassment, respecting council employees and representatives, domestic abuse, noise, running a business, pets, internal decoration and laminate/hardwood flooring, gardens, balconies, boundaries, fences, outbuildings and trees, adaptations and additions to external areas, damage, reporting repairs, access, parking, absence from your home, health and safety and hygiene and insurance.

Of those that responded (429 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 87.2% (374) indicated that they support the proposed changes
- 12.8% (55) opposed the proposed changes

- 3.33 Those who opposed the changes were asked to provide reasons. There were 51 comments and the top reasons were:

- Lack of detail
- Issues with the webpages
- I just do (*disagree*)
- Signed lifetime tenancy
- Reporting subletting

- Wording around domestic abuse
- Wording around insurance
- Gardening

### Section 8: Your (the tenant's) Rights Summarised

- 3.34 This part of the tenancy agreement covers right to occupy, tenure, end of secure tenancy, right to exchange, right to take in lodgers, subletting, right to make improvements, right to buy your home, right to repair, right to consultation, right to information, and complaints.

Of those that responded (429 out of 1085 respondents) as to whether they agreed or disagreed with the proposed changes to the tenancy agreement,

- 90% (386) indicated that they support the proposed changes
- 10% (43) opposed the proposed changes

- 3.35 Those who opposed the changes were asked to provide reasons. There were 38 comments and the top reasons were:

- Not enough detail given
- Issues with the webpages
- Council are bullies
- Right to buy
- Signed lifetime tenancy
- Unaccessible
- I just do (*disagree*)
- Harsher outcomes for antisocial behaviour

## **4. Legal Implications**

- 4.1 Section 103 of the Housing Act 1985 requires the council to notify all secure tenants of its intention to vary the current tenancy agreement by serving a preliminary notice. Thereafter, the council would also be required to give at least four weeks' notice of variation, or such other period as reflects the rental period whichever is the longer, commencing on the date the notice is served; the variations would take effect after the expiry of this period. This has been built into the consultation, review and notification process as necessary.
- 4.2 The preliminary notice was served on 10<sup>th</sup> January 2025 and provided the following content and information:-
- a. informing the tenants of the council's intention to serve a notice of variation
  - b. specifying the proposed variation and its effect, and
  - c. inviting the tenants to comment on the proposed variation within such time, specified in the notice, as the council considers reasonable. The council shall consider any comments made by the tenants within the specified time.
- 4.3 The next stage, having undertaken the consultation and if the tenancy agreement is approved, would be to write to tenants giving the required notice varying their



tenancy agreements. The comments received from tenants have been considered by the council.

**5. Financial Implications**

5.1 There are no financial implications as a result of this report. The revision of the tenancy agreements will be undertaken within current resources.

**6. Risk Management Implications**

6.1 Revision of the tenancy agreement reduces risk to the council and tenants as it addresses changes in legislation and practice.

**7. Security and Terrorism Implications**

7.1 There are no security and terrorism implications arising from this report.

**8. Procurement Implications**

8.1 There are no procurement implications arising from this report.

**9. Climate Change Implications**

9.1 There are no new climate change implications arising from this report.

**10. Human Resources Implication(s)**

10.1 There are no human resource implications arising from this report.

**11. Health and Wellbeing Implications**

11.1 Tenancy agreements outline the responsibility of the landlord and tenant for safety and appropriate use of the council home and this positively supports the health, wellbeing and safety of tenants.

**12. Communication and Engagement Implications**

12.1 The consultation took place with all tenants using a variety of means to participate. If the proposed tenancy agreement is approved, it will be published on the council's website.

**13. Link to Corporate Priorities**

13.1 The subject of this report is linked to the Council's Corporate Priorities: Homes to be proud of, run an effective council and together, create opportunities for our communities.

**14. Equality and Diversity**

14.1 An Equality Impact Assessment (EqIA) was completed on 5 February 2025 and no negative impact was identified on any of the protected groups under Equalities legislation. The EqIA is in Appendix 7.

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## **Appendices:**

Appendix 1: Proposed revised Tenancy Agreement

Appendix 2: Consultation Survey form

Appendix 3: Table of the proposed changes to the tenancy agreement

Appendix 4: Letter sent to all tenants to promote the consultation

Appendix 5: FAQs sent with the consultation letter to all tenants

Appendix 6: Breakdown of the characteristics of the consultation respondents

Appendix 7: Equalities Impact Assessment