



**PEABODY**

# Update: Tenancy Agreement Review

January 2008

## **About this summary**

As you know, Peabody has been reviewing our secure and assured tenancy agreements.

This is a summary of the comments you made during the consultation period. Here we lay out the key changes we have made to the draft agreements as a result of your comments and what we plan to do next. We also answer some of your most common questions around how the new tenancy agreements will affect you when they are introduced in April 2010.

Tenants living at Strawberry Vale, Pembury or one of the Kings Cross 10 estates, or tenants in sheltered or supported housing will not be affected by this review.

## **Thank you for your feedback**

Around 3000 of you responded to the consultation and we read and considered every comment. Thank you to all of you who took the time to tell us what you thought. Your feedback and questions will help us develop services in the future.

The vast majority of you said you understood the proposed changes and very few of you who responded (less than 2%) objected in principle to any changes to the agreements. Many of you did, however, want more information on specific changes and, in a few cases, you questioned the reasonableness of some of the changes. We have taken this feedback into account. This summary expands on the changes and details some of the places where we have altered the agreements due to your comments.

## Your views on the proposed changes

Here are the main areas that you particularly highlighted in your comments:

- **Rent and service charges:** You asked for more information on what the changes to the wording on the rent and service charges meant for you. At the moment your rent and service charge (if you pay one) is wrapped up together. We want to split this out so that you can see more clearly how much your rent is and how much you are being charged for services. We also want to change from 'fixed service charges' to 'variable service charges' so that all our residents get the services they want and can afford.  
  
Altering the wording in the tenancy agreements will allow policy changes to rent and service charges to happen, but the content of those changes will be decided after a lengthy consultation process involving residents.
- **Data protection:** You raised concern about the data protection consent form that was attached to the tenancy agreement. We agree that we did not make that section very clear. Thanks to your feedback we will be looking again at the wording of the consent form and we will keep this project separate to changing the tenancy agreements. We will not include the consent form in our revised copy of your tenancy agreement nor will we ask for photographs from you.
- **Absence from your property:** Many of you were also concerned about having to let us know if you are going to be away from your home for more than a month. You said that if you were in hospital, you may not be able to let us know. We are sorry if this caused you worry. Since it is important that we have emergency contact information to reach you if there is a problem with your home, we have rewritten this part so that you only need to let us know if you will be away from your home for more than three months.

There were many other comments and queries. Below you will find more details about some of them and how we have changed the tenancy agreements in response.

Issues your raised	Our response
<i>"How will you make sure that Notices of Variation sent by post reach residents?"</i>	When we do serve Notices of Variation by post we will get proof of postage.
<i>"Why have you changed the wording of our repair responsibilities from 'to keep in good repair' to 'to keep in repair'?"</i>	In response to your concerns, we have changed it to read: 'to keep in repair and proper working order'. This now mirrors the exact wording of Section 11 of the Landlord and Tenant Act 1985, the legislation that sets out our statutory obligations to you for repairs to your home.
<i>"Could Peabody's repairs timescales be included in the tenancy agreement?"</i>	You asked for a clear commitment from Peabody to meet repairs' timescales so we have changed the wording to read: 'We will carry out repairs which are our responsibility within the times set out in your Residents' Handbook.'
<i>"You are proposing to give residents at least 24 hours' as a notice period for entering homes. Could this be extended to allow for residents to make arrangements?"</i>	We have changed the wording from 'at least 24 hours' notice' to 'reasonable notice'. This period will vary from case to case. For example, where there is a risk to someone's safety, reasonable notice may be less than 24 hours. More than 24 hours' notice would be given for less serious repairs.

<p><b><i>“Why are the timescales for external decorations no longer in the tenancy agreement?”</i></b></p>	<p>We have kept the wording as the schedule of our planned maintenance programme may vary depending on the age, size and location of the block. You can now access accurate information about planned work on your estate on our website under ‘Your estate’.</p>
<p><b><i>“I am pleased that you are being tougher on noise nuisance but please could you explain more clearly when ordinary, everyday noise would become a nuisance or annoyance.”</i></b></p>	<p>Based on your comments around how this would work in practice, we have changed the wording so that ‘excessive noise’ refers to noise that ‘causes a nuisance or annoyance to other people’. We have also added a new condition that requires you to provide adequate sound-proofing if you choose to have hard flooring because of your concerns around the noise nuisance it can cause.</p>
<p><b><i>“There are new repairs that residents will be responsible for which were not in the old tenancy agreement so please could you explain more clearly what you mean by cracks and repairs to windows.”</i></b></p>	<p><b>Cracks:</b> ‘Minor cracks to plaster’ refer to cracks which have occurred due to plaster or paint drying out. We would remain responsible for any cracks caused as a result of structural damage.  <b>Repairs:</b> You will be responsible for glass in your windows or doors which is broken by you, a member of your household or a visitor. We will remain responsible for any other repairs to your windows (as long as they were not caused by your damage).</p>
<p><b><i>“Why have you included the plumbing in of washing machines and other appliances as the responsibility of the resident?”</i></b></p>	<p>We have removed this as plumbing your own washing machine and appliances will already be covered in the agreement under the condition around general damage. Unfortunately, we are not able to offer plumbing in as a service at the moment but we will consider it in the future.</p>
<p><b><i>“If my family is moved to temporary housing, will you make sure it meets our needs?”</i></b></p>	<p>We have changed the wording to say that we will find you temporary housing that is ‘reasonably suitable for your household’. This is a commitment to make sure that, whenever possible, any temporary housing you are moved to will be suitable for your needs.</p>
<p><b><i>“Can you make it more clear that if a resident has to move out of their home temporarily that they will retain their security of tenure.”</i></b></p>	<p>We have added a new condition to confirm that you will retain security of tenure for your permanent home.</p>
<p><b><i>“Please could the wording of the clause on planting trees and shrubs be made more clear so that residents would be able to continue to keep their homes and estates attractively planted?”</i></b></p>	<p>We have rewritten this condition in response to your comments that the previous wording was too restrictive. Under the revised condition we have made it clearer that plants and shrubs are acceptable as long as they do not cause nuisance to other people or damage to property.</p>
<p><b><i>“How will residents know what Peabody’s ‘ready to let’ standard is? What would happen if the property was not left in a ‘ready to let’ state, through no fault of the resident?”</i></b></p>	<p>We have changed the wording to remove ‘ready for re-letting’ in response to your comments that the previous wording was unreasonable.</p>

## Your common questions

Below are answers to the most common questions you had about how the new tenancy agreements will affect you.

Some of you also asked general questions about your existing tenancy and services you currently receive from Peabody. We are not able to answer those here, but if you do have specific questions about your tenancy or services you can get information either by calling Peabody Direct on **020 7021 4444** or **0800 0224040** (free from landlines), or by visiting our website at **[www.peabody.org.uk](http://www.peabody.org.uk)**.

<i><b>"Do I have to pay my rent weekly?"</b></i>	No. You will continue to pay your rent in the same way that you do now. If you have agreed to pay monthly or fortnightly then you should carry on paying this way. Any Direct Debits that you have set up will be unaffected by the new tenancy agreements.
<i><b>"Will my Housing Benefit claim be affected?"</b></i>	No. If you receive Housing Benefit your claim will continue as normal. You will still need to notify your Housing Benefit department when you get a rent increase notice from us so they can adjust your claim. You should also notify your Housing Benefit department as soon as possible if there are any changes in the people living with you or any change to your income.
<i><b>"What happens if I don't receive all the services listed in the information that was sent with the draft agreement?"</b></i>	The list that was included with the draft agreement was just an example of services that a resident may receive. When we send you your copy of the new tenancy agreement we will send you a list of services which is specific to your home. This will be based on the information we hold about services on your estate and later this year we will be confirming that nothing has changed since our last audit.
<i><b>"Will my tenancy start date change?"</b></i>	No. We are changing the conditions of the tenancy agreements. We are not issuing new tenancy agreements, which means the start date of your tenancy will stay the same as it currently is.
<i><b>"How will my family's rights to succeed to my tenancy change?"</b></i>	Your family's rights to succeed to your tenancy will not change. We have made the conditions about succession clearer and easier to understand.
<i><b>"How will you know which resident to recharge if there is damage in the communal areas?"</b></i>	We will only recharge a resident the cost of repairing any damage where we have evidence that they were responsible.
<i><b>"What happens if I am unable to decorate because I am elderly or vulnerable?"</b></i>	Peabody's decorating service carries out decorating for some of our vulnerable and elderly residents. At present, they work on the Palmer and Tachbrook estates. Once these areas are complete, we hope to roll out the service to other areas. There is a charge for the service but the amount will depend on your personal circumstances. You can get more information by contacting Peabody Direct on 020 7021 4444 or 0800 0224040 (free from landlines).
<i><b>"Where can I get a copy of the Residents' Handbook?"</b></i>	The Residents' Handbook is available on our website at <a href="http://www.peabody.org.uk">www.peabody.org.uk</a> . We will be updating the Residents' Handbook later this year. The revised handbook will include more information about rights and responsibilities and will reflect the changes to the tenancy conditions. We will send you a copy.

<i>"What happens if I signed and returned a draft agreement?"</i>	Thank you to those who sent in signed copies of the draft agreement and included your photo. This was not necessary at the draft agreement stage and we cannot keep them as they are not legal documents. If you would like us to return them to you please contact the Policy Team through Peabody Direct or by email at <a href="mailto:peabody.direct@peabody.org.uk">peabody.direct@peabody.org.uk</a> . If we do not hear from you, we will destroy all signed draft agreements and photos after 31 March 2009.
<i>"I am an assured tenant. Do I have to sign up to the new tenancy conditions?"</i>	No. As an existing assured tenant, you will be able to choose whether you would like to sign up to the new assured tenancy conditions.
<i>"Can I view the new tenancy agreements before I receive my own copy of the information?"</i>	Yes. You can view the final secure and assured tenancy agreements on our website at <a href="http://www.peabody.org.uk">www.peabody.org.uk</a> . You can also download a copy of this update.

## What happens next?

As a result of your comments we made a number of changes to the wording of the tenancy agreement. The amended version of the agreement was sent to resident representatives from the Regional Forums for information. A report on your comments and the revised proposed agreement was approved by the Governors in early December 2008.

We will now begin a year-long project with a small group of residents from the Regional Forums to examine how we will move from fixed to variable service charges and revise the service charge policy. We will also involve the Customer Panel in this consultation. You can join the Customer Panel by phoning Peabody Direct on **020 7021 4444** or **0800 0224040**, or by emailing [peabody.direct@peabody.org.uk](mailto:peabody.direct@peabody.org.uk), to request a form.

We do not intend to introduce the new terms of the tenancy until 2010. We expect that by the middle of 2009 we will begin a process to move residents onto the new tenancies in time for the new conditions to come into effect from April 2010. This will include the following actions:

### Secure tenants:

As before, we will need to serve you with the final Notice of Variation. We will need to deliver one copy of the new tenancy through your letterbox and attach one copy to your door.

### Assured tenants:

We will contact you to give you the opportunity to sign up to the new tenancy conditions. If you want to sign up to the new tenancy conditions, you will need to sign a copy of the new tenancy agreement. If you do not want to sign up to the new tenancy conditions, no further action is needed and your old tenancy will remain in effect.

We will provide regular updates on this plan in Engage and in your rent statements. We will also update information on our website at [www.peabody.org.uk](http://www.peabody.org.uk).

