

18 July 2008

(Name of Tenant 1 and Tenant 2)
(Address line 1)
(Address line 2)
(Address line 3)
(Address line 4)
(Postcode)

Dear (Name of Tenant 1 and Tenant 2)

Preliminary Notice of Variation - first notice of changes to your tenancy

This notice will not end your tenancy and you will remain a secure tenant of Peabody Trust. However, it is important that you read the information below as your tenancy conditions will be changing later this year.

Peabody Trust has reviewed and updated our secure tenancy agreement. The proposed new agreement is easier to understand and use, reflects best practice and meets our current legal and regulatory obligations.

We are legally required to consult with you about the proposed changes and give you an opportunity to make comments. This notice, known in legal terms as the Preliminary Notice of Variation, is the first step in the consultation process. It has been attached to your door and posted through your door because the current secure tenancy agreement says this is how the notice must be served. We enclose:

- a summary of the proposed changes;
- a copy of the proposed new tenancy conditions;
- a reply sheet for you to complete with your comments; and
- a pre-paid envelope to return your completed reply sheet.

The consultation period runs from 21 July 2008 to 18 August 2008. After this date we will consider your comments, make any changes to the tenancy agreement then send you further information, known as the Notice of Variation. This notice will tell you the date the new tenancy conditions take effect. We will also enclose a copy of the final tenancy conditions.

If you have any questions about the new agreement you can contact Peabody Direct on 0800 022 4040 or by email at peabody.direct@peabody.org.uk. You can also get help from a Citizens' Advice Bureau, a solicitor, or an independent advice agency.

Yours sincerely



Sandra Skeete
Director of Customer Services

Summary of proposed changes to the secure tenancy agreement

The agreement has been laid out more clearly and each clause has been written in a style that is easier to understand. The agreement is split into the following sections.

- Information relevant to your tenancy
- General terms
- Our responsibilities
- Your responsibilities
- Your rights
- Other terms
- Consent form for data protection
- Schedule 1 – service charges

Information relevant to your tenancy

This section sets out the details specific to your tenancy with Peabody Trust.

Rents and charges from your previous tenancy - This is a new clause stating that if you transfer from another Trust home, any rent or charges outstanding from the old tenancy will carry over to your new tenancy. In this clause, you will agree to pay the outstanding amount on a weekly basis.

Payments for your property - We have clarified how the payments you make for your home are made up. Payments are broken down into rent, service charge eligible for Housing Benefit, service charge not eligible for housing benefit and the total weekly amount payable by you.

General terms

This section sets out general terms around payments and changes that relate to all Peabody Trust secure tenancies.

Previous tenancy - This is a new clause that clarifies the legal situation if you transfer from an existing Trust home to a new Trust home. We will accept a surrender of the tenancy from you as long as you return your keys to us and give us vacant possession.

Rent - We will only increase your rent once a year or as often as necessary to comply with current legislation.

Service charges - This is a new clause that allows us to charge for actual services provided to you. We will provide you with some or all of the services as set out in Schedule 1. We can now review the services we provide you and their associated costs. We can now vary these services but only after we have consulted with you and given you four weeks' written notice. Schedule 1 sets out a long list of services we may provide. Not every service will be relevant to your tenancy. We will contact you separately about any changes to the services we provide to you and their associated costs.

Notices - We will no longer serve notices by attaching them to your front door and placing them in your letterbox. We will now serve notices in person, by hand delivery or by first class post.

Our responsibilities

This section sets out our responsibilities as your landlord.

Your right to occupy - We will only come into your home if we need access (see below), the court has given us possession or you have surrendered the tenancy.

Repairs to the property and installations - We have changed this clause considerably from the existing tenancy agreement. The changes limit the repairs we will carry out for you to our legal obligation under current legislation and common law. We will publish a revised repairs booklet as part of the *Residents' Handbook* to give you greater clarity about our repairing obligations. In this clause, we also set out our obligation to carry out repairs due to damage or neglect by you, someone in your household or your visitor. We may charge reasonable costs to you if we have to do this.

Repairs for shared areas - We clarify our legal obligation around fire safety in shared areas. We also set out our obligation to carry out repairs in the shared areas due to damage or neglect by you, someone in your household or your visitor. Again, we may charge reasonable costs to you if we have to do this.

Timescales for repairs - We will carry out repairs within the timescales set out in your *Residents' Handbook*.

Access - We will give you 24 hours notice if we need to access your home to carry out repairs or other works, unless it is an emergency. In emergency situations we may force access.

External decorations - These will be carried out in line with our planned maintenance programme for your estate rather than every 6 years.

Residents' Charter - This new clause sets out the information we will provide to you during your tenancy.

Data protection - This new clause sets out our legal obligation to comply with the Data Protection Act 1998. It refers to the Consent Form attached to the tenancy agreement where you give consent for us to use information about you in line with the Data Protection Act.

Your responsibilities

This section sets out your responsibilities as our tenant.

Time spent away from the property - This is a new clause that says you will let us know if you will be away from your home for more than a month, and when you are expected to return. If you fail to notify us your tenancy may cease to be secure.

Weekly payment - We have set out when you must make your weekly payment to us. You are given more information about your responsibility to make your weekly payment plus any outstanding debts.

Anti-social behaviour - We provide more detailed information about what activities are considered anti-social behaviour and how these will affect your tenancy if you engage in them.

Noise - We have added using power tools and other electrical equipment as examples of causes of excessive noise. This clause has also been widened to include excessive vibrations.

Internal decoration and repair – This change states that not only must you keep your home clean and in good decorative order but you will dispose of rubbish appropriately and ensure your home poses no health and safety risk. You will also be responsible for minor and routine repair and renewal. A list is provided to give you an indication of your responsibilities.

Damage - You are given more information about the circumstances where you will have to pay us for damage you, someone in your household or your visitors have caused.

Access - If you do not allow us access to your property for repairs, other works and annual servicing we will either take legal action to gain access or force access if it is an emergency. This clause explains the circumstances where you may be charged costs.

Moving out temporarily - This is a new clause that sets out your responsibility to move to a temporary home in the event that we need to carry out work to your home that we cannot do with you living there.

Gardens - You may not plant trees and shrubs in communal areas or gardens. You are given more information about your responsibilities if you have a garden as part of your home. We have changed your right to plant trees or shrubs in your garden, stating you must not plant them within four metres of a building and one metre of a standalone wall.

Shared areas and fire safety - You are given more information about your responsibilities to keep shared areas free from obstruction to minimise the fire risk. If we have to remove or store any of your belongings from shared areas we may charge you the cost.

Drains and waste pipes - This is a new clause stating you must not misuse drains and waste pipes so they become blocked.

Assignment - We clarify your legal rights to pass on your tenancy to anyone else, including assignment in matrimonial proceedings, mutual exchange or if you assign to a person who would be entitled to succeed on your death.

Ending your tenancy - We clarify your legal obligations when you end your tenancy. This includes how you will give us notice to end your tenancy, the date the notice must end, what payments you must make to us, access you will give us to inspect your home and information you will give us when you move out.

Moving out - You are given detailed information about your obligations when you leave your home. We may now charge you for damage, changing locks, clearing and cleaning and other costs we incur as a result of you moving out. We will now dispose or sell any belongings that you leave in your home after the tenancy has ended after making reasonable attempts to contact you.

Your rights

Most of this section is new and clarifies your rights as a secure tenant.

Security of tenure - We set out your security of tenure and what rights we have to end your tenancy. For example, If we take legal action against you because of anti- social behaviour, we do not have to give you four weeks written notice. In these cases we can

apply to the courts for possession immediately after serving you with a notice to enable us to take quicker action against residents causing anti-social behaviour.

Ending the secure tenancy - If you lose your security of tenure we must give you four weeks' written notice to end your tenancy.

Improvements - We set out detailed information about your right to make improvements to your home and the process you must follow before making these improvements. You have the right to compensation for certain improvements you make, provided you follow the process set out in this clause.

The right to take in a sub-tenant - You may take in a sub-tenant as long as you meet certain conditions and have our written permission.

The right to exchange - We clarify your legal right to exchange your tenancy with another social housing tenant.

The right of succession - We clarify your legal right to succession. We also set out situations where we may grant a new tenancy following your death.

The right to repair - We set out your right to have certain repairs carried out and your right to compensation in these cases where the correct process has been followed.

The right to consultation - We will consult with you in line with our legal obligation in the Housing Act 1985.

The right to information - We clarify your rights to information, including about the tenancy, our repair obligations and our policies and procedures. We also set out your rights in respect of the Data Protection Act 1998 and our rights to provide information as set out by the Housing Corporation.

Other terms

This section is new and gives you information about how you can make a complaint, our right to offset money you owe us against compensation and goodwill payments we pay you, the rights of third parties and provision if the law changes.

Consent Form for Data Protection

This form is new and gives you information about how we will record and use information about you.

Schedule 1 – service charges

This schedule is new and sets out the services we may provide you. The schedule attached to the enclosed tenancy agreement is an example of what the schedule will look like. Not every service listed on this example will be relevant to your tenancy.