

Dear Resident

### **Assured tenancy agreement review**

As you may be aware, we have reviewed and updated our secure and assured tenancy agreements. We believe that the proposed new agreements are easier to read and understand. We have also added items that reflect best practice and meet our current legal and regulatory obligations.

The legal process for changing tenancy conditions is different for secure and assured residents. Generally residents who moved into their home before 15 January 1989 have a secure tenancy and those who moved in after this date have an assured tenancy.

We have already begun the process for secure residents and are getting their feedback on the proposed changes to their secure tenancy agreement. In order to change the conditions of your assured tenancy you must agree to the changes in writing. At this stage all we want to know is what you think about the proposed changes. This will enable us to consider your comments in the final version of the new assured tenancy agreement. Once we have considered all your comments we will contact you again with the final version of the tenancy agreement for you to sign. You do not need to return the enclosed draft tenancy agreement now.

We enclose:

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

Please read through the information and tell us your views by completing the reply sheet and sending it back in the enclosed pre-paid envelope by 3 October 2008. 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](mailto:peabody.direct@peabody.org.uk). You can also get help from a Citizens' Advice Bureau, a solicitor, or an independent advice agency.

Yours sincerely



Nicola Macbride  
Assistant Director, Policy and Inclusion

## Summary of proposed changes to the assured 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

The information shown in grey boxes  is additional information to explain some of the proposed changes.

### 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.

The most common services which are not eligible for Housing Benefit are water rates, heating and hot water charges when they are part of your total weekly payment.

### General terms

This section sets out general terms around payments and changes that relate to all Peabody Trust assured 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 have changed this clause to enable us to increase the rents for assured residents at the same time each year as opposed to on the anniversary of your tenancy. We will normally increase the rent on the first Monday in April. Once your rent increase date has moved to April we will only increase your rent once a year. In the first year after you have signed the new tenancy your rent increase may be split to enable the increase date to move to April, however you will be no worse off financially by this.

Increasing rent at the start of April brings your rent increase in line with other increases in services such as Council Tax and water rates, it also normally coincides with increase in pay and benefits.

**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.

We will only charge reasonable costs to you where we can prove the damage was caused by you, someone in your household or your visitor.

**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.

For most repairs we will be able to give you a convenient appointment time when you first contact us to report the repair. 24 hours will be the minimum notice we will give you unless it is an emergency.

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

Our planned maintenance programme is available on our website, [www.peabody.org.uk](http://www.peabody.org.uk), on the 'Estate Improvements' page, which you can access under the 'Residents' menu. You can also get information by contacting Peabody Direct.

**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 assured.

The reason we are asking you to provide this information is to help us identify residents who may have abandoned their home or who have moved out and are sub-letting it. We understand that you may have to leave your home unexpectedly, for example, if you are taken into hospital. We will make every effort to find out where you are before we take any action to end your tenancy. This may include checking any details we have on record for your next of kin or speaking to your neighbours.

**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.

We will only take action where residents are using power tools excessively and in a way which is causing nuisance to other residents. We do not want to stop you from using power tools to carry out DIY in your home as long as it does not cause a nuisance.

**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.

We will always make every attempt to arrange access to your home to carry out work and will only force access in an emergency situation, for example, a gas leak or a serious water leak causing flooding to other homes.

**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.

Moving temporarily to enable us to carry out work is called a 'temporary decant'. We will always try and complete work around you to enable you to carry on living in your home. If you are decanted into another home we will pay any of the costs you have incurred in moving, for example, disconnecting and reconnecting your phone line.

**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.

Many residents help to improve their estates by having flowers in tubs and window boxes and we do not want to stop this. This clause is about minimising the problems caused by trees and shrubs blocking out light to neighbours' homes and also minimising the risk of the tree roots causing damage to the buildings.

**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 an assured 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 assured 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 lodger or sub-tenant** - You may take in a lodger or sub-tenant as long as you meet certain conditions and have our written permission.

There is a difference between a lodger and a sub-tenant. A lodger is someone who lives with you as part of your household and shares all the facilities with you including the bathroom and kitchen. A sub-tenant is someone who has exclusive rights over part of your home, for example, they have their own room with a key so only they can use it.

**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.

As an assured resident only your joint tenant, spouse or partner are entitled to succeed to your tenancy on your death. This is as long as they are living with you at the time and you have not already succeeded to your current tenancy. We will normally offer a new assured tenancy to a member of your family as long as they were living with you for 12 months before your death and they meet our lettings criteria. In these situations we may offer a tenancy of another home if they significantly under occupy your home, for example, they are a single person in a three bedroom home.

**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.

Repairs which qualify for the right to repair are those which we have categorised as emergency or urgent. This definition is set out in housing legislation and may change.

**The right to consultation** - We will consult with you before we make any significant changes to the way we manage your home.

**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.

As we hold information about you we are required by the Data Protection Act 1998 to tell you how we will use it. In most cases we will only use the information to be able to

provide housing services to you, for example, completing a repair or dealing with a rent query. We also provide information to research organisations to enable them to carry out surveys, such as satisfaction surveys, on our behalf. We will only provide the information they need to complete the surveys and they are not allowed to use the information for any other purpose. You can choose not to have your information used in this way by telling us. We will not give your information to any other third party without your consent.

## **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.