

Rotherham MBC  
**Housing & Neighbourhood Services**  
Riverside House  
Main Street  
Rotherham  
S60 1AE

*Email the Council for **free** @ your local library!*

Date \_\_\_\_\_

To [name(s) of tenant(s)]

[Of Address of Property]

**Section 103 HOUSING ACT 1985**  
**LANDLORD'S PRELIMINARY NOTICE**  
**OF VARIATION**

Landlord: Rotherham Borough Council

**Summary**

This Preliminary Notice of Variation ('The Notice') sets out the changes Rotherham Metropolitan Borough Council ('The Council') intends to make to its housing tenancy agreement. There are a number of reasons for making the proposed changes:

1. The current tenancy agreement has been in use since 2008 and we need to update it. There have been changes in the law which we need to deal with and some clauses are out of date.
2. We have restructured the document under clear headings and in a way which sets out clearly the responsibilities of us as the landlord and you as the tenant in appropriate sections. We hope that you will be able to find clauses more easily
3. The 2011 Localism Act has given Local Authorities the right to grant flexible, fixed term tenancies which means that the Council needs to change the format of its tenancy agreement. The Council also wants to use this agreement for all types of tenancy it can grant e.g. introductory and non-secure tenancies. This means that eventually the Council will be using one type of tenancy agreement. The Council is consulting on a draft tenancy agreement that it can use to do this.

We hope that the proposed tenancy agreement will address these issues which will help to bring the Council's tenancy agreement up to date and make it fit for purpose.

Once the new tenancy agreement is finalised, this will become your new tenancy agreement. However, this will not require you to sign a new agreement with us.

If you are an existing tenant we will make some allowances for you. For example, although changes to Clause 10 Animals will come into effect on the starting date we automatically permit you to keep the pets you already have unless you are breaching some other rule, such as having too many animals or are keeping animals which are dangerous or which have become a nuisance.

### **Our Obligation to consult with you**

This Preliminary Notice of Variation and Draft Tenancy Agreement are served pursuant to 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.

### **Timetable for Change**

The Council is seeking comments on the proposed changes to the tenancy agreement by **Monday 30<sup>th</sup> March 2015**.

Following consultation we will consider all the comments we receive and may make changes to the draft tenancy agreement that you have been sent. The Council intends to adopt the new Tenancy Agreement in June 2015 and the new Agreement will commence in July 2015.

### **How to respond**

To respond to the preliminary notice you can complete the enclosed Preliminary Notice Feedback form and return it to;

Council Homes  
Floor 2 Wing B  
Riverside House  
Main Street  
Rotherham  
S60 1AE

Or you can provide your feedback by;

- Completing the online form at [www.rotherham.gov.uk/consultations](http://www.rotherham.gov.uk/consultations)
- Emailing [councilhomes@rotherham.gov.uk](mailto:councilhomes@rotherham.gov.uk)

### **How we have structured this Preliminary Notice of Variation**

The Draft Tenancy Agreement that accompanies this Preliminary Notice of Variation sets out our (the Council's) proposed new draft tenancy agreement with you (the tenant). This will replace the one that you currently have with us. The format and content of the new draft tenancy agreement is different from the one you have at the moment. Comparing the current tenancy agreement with the proposed draft tenancy agreement on a line by line basis would have been difficult.

What we have done in the remainder of this document is to provide a summary of the changes to your tenancy conditions. On the left hand side is the new clause number, then a reference to the original clause number, the heading the clause refers to and then

comments on the changes made. There are new sections altogether which do not feature in your current tenancy agreement and these have been highlighted as being 'wholly new'

1. The proposed new Tenancy Agreement is very different to your existing Tenancy Agreement. However, many of the clauses in the Terms and conditions of your tenancy of your existing Tenancy Agreement have been retained with minor changes.
2. We have updated job titles (e.g. Housing Champion is now known as Area Housing Officer).
3. The Customer Handbook is now referred to as 'Guide to Your Home'

### Specific Changes to your Tenancy Agreement

Summary of Changes:

Page / Clause No from new Tenancy Agreement	Page / Clause No from existing Tenancy Agreement	Headings/Details	Comments
Page 4	N/A	Definitions	This is wholly new
Part One	Part Two	Terms and Conditions of your Tenancy	Each clause in this section of your existing Tenancy Agreement is dealt in turn below
<b>Terms and Conditions of your Tenancy</b>			
Clause 1	Clause 1	Living in your home	Additional paragraph in sub clause a) 'On accepting this tenancy if you own another property anywhere in the world and become a tenant due to some form of need e.g. medical need, you must take steps to sell your own property within 6 months of becoming a tenant. If no steps have been taken to sell your own property you are in breach of your obligations within this agreement'
Clause 2	Clause 2	Rent	Sub clause a) has been rewritten to reflect change 'tenancies can commence on any day of the week'  Sub clauses c) and f) are wholly new
Clause 3	Clause 17	Repairs and Maintenance	Sub clause b) remains unchanged except for a change in style  Additional paragraph in sub clause m) 'Outhouses/garages or sheds will not be maintained by us unless they form an integral part of the main property. We will only undertake work as necessary for health and safety reasons and reserve the right to remove outhouses/garages or sheds at any time should they become unsafe.'  Sub clauses o) to r); These are wholly new

Clause 4	Clause 18	Right to Repair	Unchanged except for updated job title
Clause 5	Clause 22	Improvements and Alterations	Sub clause a) has been rewritten so that it is applicable to both Secure and Flexible Tenants.
Clause 6	Clause 8	Adaptations	Sub clause b) is wholly new  Sub clauses b) and c) from current tenancy agreement have been removed.
Clause 7	Clause 12	Planning and Building Applications	Unchanged except for rename of tenant handbook
Clause 8	Clause 3	Nuisance and Anti-Social Behaviour	Sub clause b) unchanged except for additional examples of nuisance, annoyance or disturbance  Sub clause c) from current tenancy agreement has been removed  Sub clause c) (sub clause d in current agreement) remains unchanged except for additional examples of harassment  Additional paragraph in sub clause d) (sub clause e in current agreement) 'If you or other residents of your home commits a criminal offence (excluding traffic offences – speeding fines) and are found guilty by the courts a breach of tenancy will be issues for illegal activity and may result in seeking repossession of the property'  Sub clauses e to i in current agreement have been re-lettered
Clause 9	Clause 13	Vehicles	Sub clauses a to c in current agreement have been rewritten and merged in sub clause a) of new agreement.  Sub clauses d to f in current agreement have been re-lettered  Minor changes have been made to sub clause d (sub clause f in current agreement)
Clause 10	Clause 14	Animals	This clause has been extensively rewritten
Clause 11	Clause 19	Garden	This clause has been extensively rewritten
Clause 12	Clause 11	Trade or Business	This clause remains unchanged
Clause 13	Clause 5	Lodgers and Overcrowding	The words 'or Flexible' have been added to sub clause b)  Sub clause c) has been reworded to

			reflect the addition of 'permitted number of tenants' in agreement
Clause 14	Clause 4	Obtaining Written Permission	Unchanged except for updated job title
Clause 15	Clause 15	Communal Areas	Sub clause b) is wholly new  Sub clauses b to d in current agreement have been re-lettered
Clause 16	Clause 21	Access	This clause remains unchanged
Clause 17	N/A	Re-entry	This clause is wholly new
Clause 18	Clause 16	Dangerous Materials	This clause remains unchanged
Clause 19	N/A	Keeping and Using Fire Arms	This clause is wholly new
Clause 20	Clause 6	Furnishings and Furniture	This clause remains unchanged
Clause 21	Clause 7	Right to Buy	Sub clause a) has been rewritten  Sub clause c) remains unchanged except rename of handbook
Clause 22	Clause 9	Mutual Exchange	Sub clause a ) has been rewritten  The words 'or Flexible' have been added to sub clause b)
Clause 23	N/A	Transfers	This clause is wholly new
Clause 24	N/A	Succession	This clause is wholly new
Clause 25	Clause 20	Lost Keys	Minor changes made to clause
Clause 26	Clause 24	Insurance	Minor changes made to clause
Clause 27	Clause 25	Notices	Unchanged except for change in job title
Clause 28	Clause 10	Ending the Tenancy	Sub clause a) has been rewritten  Sub clauses b to g in current agreement have been removed
Clause 29	N/A	At the end of the Tenancy – your rights and obligations	This clause is wholly new
Clause 30	N/A	Flexible Tenancies - Ending your tenancy during the course of the fixed term – your rights and obligations (Break Clause)	This clause is wholly new
Clause 31	N/A	Introductory and Secure Tenancies - Ending your tenancy– our rights and obligations	This clause is wholly new
Clause 32	N/A	Flexible Tenancies - Ending your tenancy during the course of the fixed term – our rights and obligations	This clause is wholly new
Clause 33	N/A	Flexible Tenancies - Ending your	This clause is wholly new

		tenancy at the end of the fixed term – our rights and obligations	
Clause 34	N/A	Moving out of the property	This clause is wholly new
Part Two	Part One	Legal Contract	The changes to this section of your existing Tenancy Agreement are detailed below
<b>Legal Contract</b>			
Page 21	N/A	Introductory / Flexible Tenancy	This is wholly new
Page 25	N/A	Flexible Tenancy	This is wholly new
Page 31	Page 5	Weekly Rent and Additional Rent	<p>Additional Paragraph 'Rent and all other charges relating to the property are due weekly (in advance).</p> <p>From time to time we will change your rent and/or service charges. This will usually be in April each year. We will write you a letter letting you know the new amount you must pay. This letter will be sent to you at least four weeks before you need to start paying the new amounts'</p> <p>The words 'Permitted number of occupants' has been added</p>
Page 35	N/A	Declaration to be signed by tenants on District Heating schemes	This is wholly new

### **End of Preliminary Notice of Variation**

Signed on behalf of the Council

Dave Richmond  
Director of Housing and Neighbourhoods