

SUMMARY OF VARIATIONS TO TENANCY AGREEMENT

New Section	New Section Title	Details of Change	Effect of Change
N/A	Your Tenancy Details	New layout of Your Tenancy Details but no substantial changes to the details except that water rates are no longer collected by Chesterfield Borough Council as part of the rent	To improve layout / presentation From 1 st April 2018 water rates will no longer be paid to Chesterfield Borough Council and the tenant will make these payments direct to Severn Trent Water Authority
N/A	Meaning of Words	New or varied definitions for the following words or phrases have been made: <ul style="list-style-type: none"> • Grid • Supported Housing 	To provide clarity
N/A	Summary of Legal Rights	Clarification that the right to succeed to a tenancy is for secure tenancies that started before 1 April 2013	
1.1	Notices	The clause regarding the Council serving a notice has been varied by explaining that a notice can be served in any way permitted by law, including leaving it at the property or sending it by post A clause has been included on the Form of Notice to ensure that as long as both parties agree, however the notice is expressed, the notice will be deemed to comply	Self-explanatory and to provide clarity
2.1 2.2	Rent and Other Charges	The clause has been varied to remove the reference to water charges and replacing it with other charges	From 1 st April 2018 the Council will no longer collect Water Rates on behalf of Severn Trent. However rent and other charges, e.g. cleaning and garden assistance scheme charges will still be due

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2.4	Rent and Other Charges	A clause has been included in relation to other debits that may become due in relation to the tenancy and the terms of payment	Self-explanatory and to provide clarity
4.2	Care of Property and General Conduct	The clause in relation to communal areas and keeping them free from obstruction has been varied to explain that tenants and anyone living with or visiting them must not leave any item in an internal communal area at any time, unless they can prove that its collection and disposal has been arranged	Self-explanatory and to provide clarity
4.2	Care of Property and General Conduct	A clause has been included in relation to seeking the Council's written permission to cultivate plants in a communal area.	To reduce problems of proliferation of overgrown communal areas and inability to maintain communal areas on a routine programme
4.5	Care of Property and General Conduct	A clause has been included in relation to dealing with waste	Self-explanatory and to provide clarity
4.8	Care of Property and General Conduct	The clause relating to smoking has been extended to prohibit anyone living with or visiting a tenant from smoking in an enclosed communal area	Self-explanatory and to provide clarity
4.9	Care of Property and General Conduct	A clause has been included to explain that the tenant is responsible for ensuring that an infestation is not caused as a result of their actions or negligence	Self-explanatory and to provide clarity
5.2	Garden and Boundaries	The clause relating to the Garden Standard has been varied to provide reference to the specification of the height and width of hedges in the Tenants Handbook	Self-explanatory and to provide clarity
5.3	Garden and Boundaries	The clause relating to trees has been varied to provide clarity on the responsibility for the maintenance of trees in gardens	To expand the meaning of the clause and to clarify the position concerning trees
6.6	Tenant Alterations	The clause relating to CCTV has been varied to cover surveillance and protective equipment and to clarify that it must not be installed without written permission from the Council	To expand the meaning of the clause
7.2	Repairs	The clause relating to the reporting of repairs has been varied to provide clarity on the reporting of repairs. This should ensure that tenants report repairs directly to the relevant service rather than via	Self-explanatory and to provide clarity

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		elected members and non-technical staff from other services	
8.2	Access	The clause relating to allowing access for inspections, repairs, improvements and servicing has been extended to ensure that access is not obstructed directly or indirectly	To expand the meaning of the clause and to clarify the position
9.2	Anti-social behaviour	The clause relating to nuisance behaviour has been extended to include other examples of nuisance, annoyance and disturbance	To expand the meaning of the clause and to clarify the position
9.3 9.4	Anti-social behaviour	The clause relating to harassment, abuse and violence has been amalgamated from the three previous separate clauses A clause has been included specifically on domestic violence and abuse	Self-explanatory and to provide clarity
9.7	Anti-social behaviour	A clause has been included relating to false, malicious, nuisance and vexatious complaints	Self-explanatory and to provide clarity
10.1	Safety and Security	A clause has been included in relation to health and safety which states a tenant or anyone living with or visiting must not behave in a manner or carry out an act/ fail to act in a way which affects the health and safety of others	Self-explanatory and to provide clarity
10.2	Safety and Security	The clause relating to safety equipment has been extended to specifically include fire and smoke alarms, fire doors and equipment	To expand the meaning of the clause and to clarify the position
10.3	Safety and Security	The clause relating to communal doors has been extended to include preventing the full closure and locking of any fire door	To expand the meaning of the clause and to clarify the position
10.4	Safety and Security	The clause relating to dangerous substances has been deleted and amalgamated with Dangerous Items	Self-explanatory and to provide clarity
10.4	Safety and Security	The clause relating to Dangerous Items has been extended to include dangerous substances, contaminants and their storage	Self-explanatory and to provide clarity
10.4	Safety and Security	A clause has been included in relation to the storage and disposal of needles and clinical waste which states a tenant, anyone residing with or visiting must dispose of without causing a risk to themselves or others	To expand the meaning of the clause and to clarify the position

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10.5	Safety and Security	A clause has been included to ensure that tenants to all they reasonably can to prevent fire or the spread of fire	Self-explanatory and to provide clarity
10.8	Safety and Security	A clause has been included about only using recognised and approved fuel and using a suitable appliance for heating or preparing food	Self-explanatory and to provide clarity
11.1	Vehicles and Parking	The clause relating to driving and parking on Council land has been varied to clarify where tenants, anyone living with them or visiting can drive or park a vehicle, including a caravan, trailer or boat	To expand the meaning of the clause and to clarify the position
11.3	Vehicles and Parking	The clause relating to trailed vehicles and motor homes has been amended to provide further clarity where they can be parked with permission	To expand the meaning of the clause and to clarify the position
11.4	Vehicles and Parking	A clause relating to untaxed or unroadworthy vehicles has been included to provide clarity where they can be parked with permission	Self-explanatory and to provide clarity
11.6	Vehicles and Parking	The clause relating to not carrying out car repairs has been amended to include Council maintained land in addition or Council owned land or roads	To expand the meaning of the clause and to clarify the position
11.8	Vehicles and Parking	The clause relating to what cannot be kept or brought into communal areas, storage areas or accommodation with or without permission has been varied to include bicycles, non-motorised vehicles or mobility scooters	To expand the meaning of the clause and to clarify the position
11.9	Vehicles and Parking	A clause has been included to cover the storage of mobility scooters and states that written permission is required to store scooters and that they must be kept in a suitable store or location	Self-explanatory and to provide clarity
11.10	Sleeping in a caravan outside your home	A clause has been added that states the tenant, anyone living with or visiting must not allow anyone to sleep in a caravan or other parked vehicle outside their home	Self-explanatory and to provide clarity
12.2	Pets and Animals	A clause has been added that requires the tenant to remove animals from the home and not allow them to return. If this is clause becomes necessary the tenant will be notified of this in writing, the reasons why and the date by which they must comply. (An example would be where the animal is causing nuisance,	Self-explanatory and to provide clarity

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		annoyance or is a risk to health and safety (e.g., dog fouling, in a block of flats where the owner cannot be identified)	
12.3	Pets and Animals	A clause has been added that requires the tenant to ensure that any animal kept by the tenant is properly cared for, including feeding, cleaning, housing and in good health	To expand the meaning of the clause and to clarify the position
12.4	Pets and Animals	A clause has been added that requires the tenant to ensure that they comply with any relevant legislation, rules or regulations concerning the animal, for example ensuring that any dog is microchipped	Self-explanatory and to provide clarity
12.5	Pets and Animals	The clause relating to the control of animals has been extended to include public areas and ensuring that they are kept in enclosures from which they cannot escape and which are adequate for the animals needs and size	Self-explanatory and to provide clarity
12.7	Pets and Animals	A clause has been added that requires the tenant to ensure that any animal in or visiting the home does not cause injury damage or a nuisance or annoyance. A list of examples is provided	Self-explanatory and to provide clarity
12.8	Pets and Animals	The clause relating to prior agreement has been varied to amalgamate previous conditions relating to breeding, pigeons and fowl	Self-explanatory and to provide clarity
12.9	Pets and Animals	A clause has been included relating to keeping cats and dogs in supported housing.	Self-explanatory and to provide clarity
13.4	Tenancy Changes and Lodgers	The right of succession is limited to tenancies starting before 1 April 2013	Self-explanatory and to provide clarity
14.2	Other Matters	The clause relating to granting permission has been varied to clarify the arrangements if you are required to obtain permission from the Council	Self-explanatory and to provide clarity
15.4	The End of Your Tenancy	The clause relating to clearing the property has been varied to clarify the arrangements about clearing the property and garden at the end of tenancy and what will happen with any items left behind	To expand the meaning of the clause and to clarify the position
15.5	The End of Your Tenancy	The clause relating to the condition of the property has been varied to clarify that this includes leaving the garden in a clean and tidy condition	To expand the meaning of the clause and to clarify the position

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15.6	Joint Tenants	The clause relating to joint tenants and the ending of tenancy has been amended to remove the reference to the tenancy expiring at midday on a Monday, it now requires four weeks notice to expire on a Monday only	To expand the meaning of the clause and to clarify the position
16.4	Consultation and Information	The clause relating to consultation has been varied to remove reference to water rates, as from 1 st April 2018 the Council will no longer collect these on behalf of Severn Trent	Self-explanatory and to provide clarity