

Revised Conditions of Tenancy

What has changed?



Changes to Tenancy Conditions – overview

Please make sure that you read all of the new conditions of tenancy carefully. The conditions form the tenancy agreement between you (the tenant) and Leicester City Council (the landlord). The tenancy agreement is a contract between us and can be enforced through the courts.

The conditions of tenancy have undergone a major change. The current conditions have been in force since 2007, and we felt the time was right to update them and bring them into line with changes in legislation and case law which have occurred since that time.

We have broken the conditions of tenancy into seven sections. Each section contains clauses, and they are numbered in a way which we hope makes it clearer for everyone.

When the revised conditions come into effect, the old ones will not be relevant anymore, and you can dispose of the old booklet

There have been a number of changes and additions to the conditions, the aim is to allow us to manage our estates and tenancies in a fair, firm and consistent way. As such, we will have a gradual approach to enforcing the new conditions. This means that if you are in breach of a condition, we will work with you to try and resolve the issue before we take any formal action.

Below is a brief overview of what we have changed, a more detailed document is available on our website. We can also send you the full document in the post if you want a copy.

Part 1 – General terms

This section covers the overall terms of the contract between us.

This section replaces parts 1, 2, 3, 4, 5, 6, some of 27 and 45 of the 2007 Conditions.

All the sections have been reworded or re-written, and in addition there are some new clauses which are not in the 2007 Conditions.

Clause	Name	Notes
1.1	Purpose of document	Re-written New element – provisions for us to take photographs to prevent fraud and to assist us in an emergency
1.2	Definitions	The definitions have been revised, and we have added some more in

1.3	Changes to conditions of tenancy	Re-written and updated
1.4	Period of tenancy termination	Re-written and updated
1.5	Rent and other charges (housing costs)	Re-written and updated
1.6	Managing your rent account and housing costs	New clause – covering benefit claims and payment of rent and housing costs
1.7	Insurance	Re-written and updated
1.8	Use of self-service on-line account and communications	New clause – how to communicate with us.
1.9	Notices	Re-written and updated
1.10	Permissions	New clause – what you must do if you need to ask our permission
1.11	Breach of these conditions	Re-written and updated
1.12	Recharges	New clause – how we will recharge you and what fees we may add

Part 2 – Our obligations to you

This part sets out what we, as your landlord, will do. It covers things such as what repairs we are responsible for and what services we may provide in some blocks and communal areas.

This section replaces parts 7, 8, 9, 10, 11, 12, 13 and 14 of the 2007 Conditions.

Clause	Name	Notes
2.1	Occupation – living in your home	Re-written and updated
2.2	Repairs to structure, fixtures and exterior	Re-written and updated
2.3	Repairs to installations	Re-written and updated
2.4	Internal decoration	New clause – explains who has responsibility for decorating after repairs
2.5	Repairs to communal areas	Re-written and updated
2.6	External decoration	No change
2.7	Decoration of communal (shared) areas in flats and maisonettes	Re-written and updated
2.8	Other Services and housing costs	Re-written and updated
2.9	Alarms	New clause – covers all alarms fitted in the property

Part 3 – Your obligations to us

This part sets out what you, as a tenant must do or must not do.

This section replaces parts 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 40, 41 and 42 of the 2007 Conditions.

Clause	Name	Notes
3.1	Breaches of tenancy conditions	Re-written and updated
3.2	Payment of rent and housing costs	Re-written and updated
3.3	Residence	Re-written and updated
3.4	Sub-letting and lodgers	Re-written and updated New elements - you must tell us about any changes to the number of people who live in the property, you cannot use the property to rent out on short term lets
3.5	Overcrowding	Re-written and updated
3.6	Maintenance	Re-written and updated
3.7	Condensation	Re-written and updated
3.8	Reporting repairs	Re-written and updated
3.9	Decanting	New clause - what we need you to do if we have to move you on a temporary basis
3.10	Internal decoration and hygiene	Re-written and updated New elements – do not block drains, dispose of rubbish and recycling properly.
3.11	Gardens, courtyards and communal / open spaces	Re-written and updated New elements – this now includes communal (shared) spaces such as courtyards and shared garden areas
3.12	Sheds, outbuildings and storage areas	New clause – what we expect where you have use of storage areas
3.13	Access to the property and health & safety	Re-written and updated New elements – we may use drones to inspect, do not tamper with safety equipment we have fitted.
3.14	Fire safety and compliance with Fire Regulations	New clause - we expect that everyone will act responsibly when it comes to fire safety
3.15	Changes and alterations	Re-written and updated
3.16	Damage to your property, repairs and other items we charge you for	New clause – we have taken elements from the old conditions and put them into one condition.
3.17	Flats and maisonettes	Re-written and updated
3.18	Animals	Re-written and updated
3.19	Mobility scooters	New clause – what you must do if you have a mobility scooter
3.20	Vehicles	Re-written and updated New elements – do not park on grassed areas. Do not charge electric vehicles except for in designated areas.
3.21	Businesses	Re-written and updated

Part 4 – Nuisance, harassment, anti social and criminal behaviour

This part sets out what you, as a tenant must do or must not do as it relates to causing a nuisance to other people. This includes harassment, domestic violence, criminal acts and terrorist related activity. We also consider cyber-bullying and other on-line activities to be covered by this part

This section replaces parts 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 45 of the 2007 Conditions.

Clause	Name	Notes
4.1	Abuse of City Council employees and others	Re-written and updated
4.2	Nuisance	Re-written and updated We have updated the definition of what anti-social behaviour is and where the clause applies to
4.3	Hate crime and harassment	Re-written and updated New element – also includes proscribed (banned) organisations which are involved in hate crime and terrorist related activities
4.4	Domestic violence / abuse	Re-written and updated
4.5	Interference with privacy and interference with the right of others to enjoy their property	Re-written and updated New elements - digital / cyber bullying, social media and misuse of personal data.
4.6	Criminal activity	Re-written and updated New element - now includes recent legal changes and sets out what happens if you sub-let your home.
4.7	Waste and fly-tipping	Re-written and updated
4.8	Legal remedies	Re-written and updated

Part 5 – your rights

This part sets out what some of your rights as a secure tenant are. There are other rights which are set out in the Housing Act (1985), if you want any more information on these, please seek independent legal advice.

This section replaces parts 47, 48, 49, 50, 51, 52, 53, 54, 55, 56 and 57 of the 2007 Conditions.

Clause	Name	Notes
5.1	Secure tenants	Re-written and updated
5.2	Introductory and demoted tenancies	Re-written and updated New element – we have merged the conditions which apply to introductory and demoted tenancies together.

5.3	Right to exchange	Re-written and updated
5.4	Right to carry out improvements	Re-written and updated
5.5	Right to buy	Re-written and updated
5.6	Right to succeed a tenancy	Re-written and updated New elements – we have set out the succession rights for all tenants
5.7	Right to repair	Re-written and updated
5.8	Right to consultation and information	Re-written and updated
5.9	Complaints	Re-written and updated

Part 6 – data protection

This part sets out how we will manage your personal and sensitive information

This section is new.

Clause	Name	Notes
6.1	Data protection	How we will process your data
6.2		We will share your information to fulfil our requirements as a landlord

Part 7 – ending your tenancy

This part sets out what you must do at the end of your tenancy with us. It has been expanded and contains some new elements.

This section replaces part 46 of the 2007 Conditions.

Clause	Name	Notes
7.1	Ending your tenancy	Re-written and updated
7.2	"	You must give us vacant possession at the end
7.3	"	We can, where agreed, accept less than four weeks' notice.
7.4	"	Confirms that one person can end a joint tenancy
7.5	"	During the notice period we may want to carry out an inspection of the property.
7.6	"	We may want to bring prospective tenants to view the property before you move out.
7.7	"	We can charge you if you leave items in the property or have not carried out our requirements as part of obtaining permission for something.

7.8	"	You need to give us a forwarding address
7.9	"	We can, in certain circumstances, sell belongings if they are left in the property when you move out.
7.10	"	You must disconnect all appliances before you move out
7.11	"	We can charge you if we have to clear, clean or repair things that have been damaged other than fair wear and tear and we incur costs