

STAR Housing
The Spruce Building
Sitka Drive
Shrewsbury Business Park
Shrewsbury
Shropshire
SY2 6LG
Date:
Tel: 0333 3212 200
Contact: enquiries@starhousing.org.uk

Dear

Consultation on changes to your Tenancy Agreement

The Council's tenancy agreements have been in place for some time and with any document of this nature, it is important to keep reviewing them to make sure that they are still suitable for both the Council and tenants.

With this in mind the Council and STAR Housing have been carrying out a review of the tenancy agreement and the Council proposes to make amendments to vary the terms of the Tenancy Agreements.

There are a number of reasons for making the changes including:

- To combine our existing Secure & Flexible Tenancy Agreements
- To ensure the Agreement reflects any updated policies and to comply with good practice
- To make sure that the agreement is simple and easy for you to understand

A copy of the proposed new tenancy agreement is enclosed together with a summary of the proposed changes.

As a tenant of Shropshire Council, we believe that it is important that you have every opportunity to work with us to make sure that we give you the best possible service and so we would like you to take part in a consultation on the proposed new tenancy agreement. Please would you read through the proposed new tenancy agreement and complete the simple questionnaire enclosed.

Please return the completed questionnaire by 2nd January 2019.

All comments that have been received by this date will be considered before the Council makes a final decision to vary the tenancy agreement.

You can respond to the consultation in one of the following ways

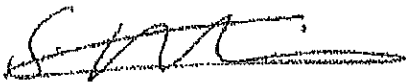
- On our website: www.starhousing.org.uk
- Email us: enquiries@starhousing.org.uk
- Phone us on **0333 32 12 200**

- Completing the attached Response to Tenancy Agreement Consultation and returning it in the envelope provided to :

Tenancy Consultation,
Shropshire Towns and Rural Housing,
Sitka Drive,
Shrewsbury Business Park,
Shrewsbury,
SY2 6LG

You do not need to return the Tenancy Agreement document.

Yours sincerely



Sue Adams
Managing Director

Enclosed: Proposed new tenancy agreement
 List of proposed variations
 Consultation reply slip
 Return envelope

List of Proposed Variations / Reasons & Effects of Change			
	Section / Page	Proposed Variation	Reason / Effect
1.	General	Combine Existing Secure & Flexible tenancies – Please note this will not change your current tenancy type.	This will make your tenancy agreement easier to understand and reduce costs and duplication.
2.	Terms & Conditions Section 19 (Page 6)	If your tenancy starts on a day other than a Monday, your first payment must include the rent due for that part of the week together with one week's rent in advance.	This will remove the need to commence tenancies on Monday only & allow us to start tenancies on any day of the week. Enabling us to respond positively to the needs of our customers and will increase our flexibility.
3.	Terms & Conditions Section 20 (Page 6)	We will retain on your rent account an amount of credit equivalent to four weeks' rent which will be refunded at the end of the tenancy. Any additional credit will be refunded to you upon request.	This is good practice. The deposit is held against the tenancy and protect against unpaid rent or any deliberate damage to the property.
4.	Your Responsibilities Section 43 (Page 8)	You must supply us with details of any person who is living with you in the property and immediately upon any change to such details. You must also inform us and our Managing Agent immediately upon the death of any person who has a right to reside with you at the property.	This will help us respond to overcrowding and under occupation and in the unfortunate event that one of the tenants passes away, we will be able to deal quickly with the issues about who can take the tenancy over.
5.	Good Behaviour Section 64 (Page 11)	You, or any person living in or visiting the property, must not, either in your property or in the area near your property, use, possess, produce, or supply any	This will remove any uncertainty about our approach to the use of drugs in our properties and support our zero tolerance approach to those involved in the

		drugs or substances that are illegal under the Misuse of Drugs Act 1971 or under any other or subsequent part of the criminal law.	illegal use or supply of drugs in our properties.
6.	Good Behaviour Section 66 (Page 11)	You, or any person living in the property, must not keep dogs in flats with shared communal areas unless they are assistance dogs in accordance with the legislation which applies at the time of the tenancy.	This ensures that dogs are only allowed in accommodation that is appropriate for their needs and do not blight or foul communal areas.
7.	Good Behaviour Section 71 (Page 12)	You, or any person living in the property, must ensure that all refuse is contained in a bin and placed outside the property in accordance with the local waste collection authority's requirements.	This will help ensure that neighbourhoods are kept in a clean condition and that we are able to respond when this does not happen.
8.	Good Behaviour Section 74 (Page 12)	You, or any person living in or visiting the property, must not use any device or equipment, or do anything, which creates so much noise that it causes a nuisance or annoys your neighbours.	This will remove any uncertainty about our approach to anti-social behaviour in our properties
9.	Our Repairs & Maintenance Responsibilities Section 82 (Page 13)	In an emergency and/or where life, property or contents may be at risk we will attempt to contact you using the emergency contact information you have provided. If we have not been able to contact you or if you refuse access for any reason we will enter	This supports our commitment to the health and safety of tenants and the wider community. This also ensures we are able to act quickly in the fact of an emergency in <u>exceptional circumstances</u> .

		the property, using keys made available for our use by our contractor, or where a key is not available by using reasonable force; make safe the cause of the emergency; make good any damage, and ensure you are provided with replacement keys as soon as we can reasonably contact you	
10.	Ending Your Tenancy Section 87 (Page 14)	If a joint tenant gives notice ending the tenancy we will decide whether any of the other joint tenants will be given a new tenancy or allowed to remain during the remainder of a Flexible Secure Tenancy	This ensures that we are able to act in the best interests of those who are left the property and ensures we are making best use of the housing stock.
11.	Ending Your Tenancy Section 90 (Page 14)	During the four-week notice period, where requested to do so and on being given reasonable notice, you must allow us or our Managing Agents access to inspect the condition of the property	This will enable us to identify any necessary works or repairs or damage to the property quickly and give outgoing tenants the required amount of time to put right any damage at their own expense.
12	Ending Your Tenancy Section 92 (Page 14)	In the event of your death, your executor or personal representative must notify us in writing and terminate the tenancy. The tenancy will continue until we receive notice and failure to terminate may incur further costs against your estate including any unpaid rent.	This will ensure that we continue to comply with the law and terminate properties in the correct way.

RESPONSE TO TENANCY AGREEMENT CONSULTATION

FULL NAME:.....

ADDRESS:.....

CONTACT NUMBER:.....

EMAIL:.....

DATE:.....

SIGNED Tenant 1.....

SIGNED Tenant 2.....

Comments you would like to make (Please give page / section & paragraph Number)

- Please continue overleaf