

Consultation Comment and related clause or page number	Address or Team	Remedial action required	Action taken
Page 4 there is a sentence (in bold) before paragraph 1.7. "insert or delete as appropriate". It is not immediately apparent to what this refers?	Resident at Birch Close, Nuthall	Check the agreement	Removed from the agreement
Page 9, paragraph 2.9 "send or deliver to us at the address on page 5 of the tenancy." I presume this should read 'tenancy agreement', but there is no address on 'page 5'. Does this need to be checked and redrafted?	Resident at Birch Close, Nuthall	Check the agreement	Page number continuity checked and amended
Section 1.5 item 3, "it would be clearer for definition of the word lodgers should also be included there".	Resident at Bexhill Court Beeston	Check the agreement	The agreement was not changed
Section 6.1 "gives the requirement to take in a lodger, but what provision is there in the case where there can be a combination or variation of who the lodger is/are at any period of time?".	Resident at Bexhill Court Beeston	Check the agreement against policy and procedure	The agreement was not changed. Secure tenants have the right to take in lodger's subject to conditions. This is outlined in the Tenancy Management Policy

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<p>Section 3.4 – “does not advise what repairs will fix”</p> <p>We will:</p> <ul style="list-style-type: none"> <li>• keep in repair and proper working order the installations in your Home provided by or adopted by us for the supply of: <ul style="list-style-type: none"> <li>- water;</li> <li>- gas;</li> <li>- electricity; and</li> <li>- sanitation (including basins, sinks, baths and sanitary conveniences),</li> </ul> </li> <li>but no other fixtures, fittings and appliances for making use of the supply of water, gas and electricity; and</li> <li>• keep in repair and proper working order the installations in your Home for space heating and heating water.</li> </ul> <p>Resident did not think that this was clear enough</p>	Resident at Hall Drive Chilwell	Check the agreement	The agreement was not changed. This clause is adequate when in describing the Council’s responsibilities in relation to water, gas, electricity and sanitation
<p>Section 2.1 –</p> <p>That:</p> <ul style="list-style-type: none"> <li>• you do not have and will not gain any rights of ownership in respect of any part of any <b>Energy</b></li> </ul>	Resident at Hall Drive Chilwell	Check the agreement	<p>The agreement was not changed.</p> <p>This clause may not be relevant to many tenants</p>

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<p><b>Efficiency System</b></p> <ul style="list-style-type: none"> <li>• subject to any agreement we have with a third party otherwise, we will be entitled to receive all <b>Energy Efficiency Payments</b> (irrespective of whether we or a third party owns the Energy Efficiency System)</li> <li>• if asked, you shall reasonably assist us to ensure we have the benefit of any Energy Efficiency Payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the Energy Efficiency Payments, confirming that we are so entitled to benefit</li> <li>• you may use any electricity and/or heat generated by any Energy Efficiency System.</li> </ul> <p>“This is not clear enough what this is”</p>			<p>but may be used more in the future when managing further cases of Energy Efficiency Payments</p>
<p>Section 3.7 – We are not responsible for any Works needed to your Home and/or the Property and/or any Energy Efficiency System which are your responsibility or if they are needed because of any neglect or damage caused to them by the members of your household and/or your visitors and/or <b>Pets</b>.</p> <p>“It is not clear what the tenant is responsible for”</p>	<p>Resident at Hall Drive Chilwell</p>	<p>Check the agreement</p>	<p>The agreement was not changed.</p> <p>This section shows adequately that the Council are not responsible for works</p>

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			that are created from wilful damage or neglect by the tenant.
Section 1.16 "Failure to comply with the above obligations will be a breach of this Tenancy. We may carry out Right to Rent Checks or similar checks against ALL adults living in your Home".  "Does not specify what will happen in the agreement if you breach your tenancy"	Communities Team	Check the agreement	The agreement was not changed. Section 6 covers ending tenancies for breach of agreement.
Section 4.18 "That neither the members of your household nor your visitors shall put up or display any notice, trade plate or advertisement inside the Property so as to be visible from outside the Property and/or on the outside of the Property and/or on the Estate without first getting our written consent".  "Request section about CCTV be added here"	Communities Team	Check the agreement	The agreement was not changed. CCTV related information is covered in Schedule 1 of the agreement and special conditions are covered in any permission letters to the tenant.
Section 4.24 "you shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access within 28 days of us requesting payment from you"  "What will be done to ensure they carry out their obligations"	Communities Team	Checked the agreement	Clause has been changed to read " <i>you shall pay to us our reasonable costs of doing so, or make an</i>

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			<i>agreed arrangement to pay our reasonable costs of doing so, within one month of us requesting payment from you."</i>
<p>Section 4.25 "Not to keep any Pets in your Home, the Property and/or on the Estate without first getting our written consent. We may refuse consent in the following circumstances"</p> <p>"A section should be added to clarify how many pets are allowed at the property"</p>	Communities Team	Check the agreement	<p>The agreement was not changed.</p> <p>This would be different depending on a number of different factors related to the property.</p> <p>Pets Policy to be submitted to the Housing Committee in March 2019 to clarify situation regarding pets.</p>
<p>Section 4.26 If we give you consent to keep a Pet in your Home and/or the Property, you agree:</p> <ul style="list-style-type: none"> <li>that the Pet will be kept under control at all times</li> </ul>	Communities Team	Check the agreement	<p>The agreement was not changed.</p> <p>The questions is covered by Section 6 of the</p>

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<ul style="list-style-type: none"> <li>• that the Pet will not cause nuisance or annoyance, harm or damage to any other person or property</li> <li>• not to mistreat or keep the Pet in poor or unsanitary conditions or conditions inconsistent with the Pet's welfare</li> <li>• not to leave the Pet unattended for long periods of time</li> <li>• that the Pet will not foul in the Building, the Communal Areas and/or the Estate. If the Pet does foul in the Building, the Communal Areas and/or the Estate, you agree to remove the waste and clean</li> <li>• not to keep the Pet for commercial breeding purposes without first getting our written consent and any licences or other permissions that may be needed.</li> </ul> <p>“Need to add what will happen if the clause is breached”</p>			<p>agreement.</p> <p>The Pets Policy will clarify this.</p> <p>The relevant permission letters to keep animals at the property also clarify this.</p>
Section 4.26 “Can addition be added to 4.26 point 3 that references the Animal Welfare Act 2015?”	Communities Team	Consider	This was added to the agreement.
Section 4.26 “Can addition be added to point 4.26 point 5 that	Communities	Consider	The word “immediately”

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references says "forthwith"	Team		was added to the agreement.
Section 4.26 "Can the below phrase be added to the agreement" "Display the pets in emergency poster in your home.( documents can be downloaded from ***** <a href="http://www.broxtoweboroughcouncil/housing.gov.uk">www.broxtoweboroughcouncil/housing.gov.uk</a> *****)"	Communities Team	Consider	The agreement was not changed.  We will add this request to our permission letters.
Section 4.34 That neither the members of your household nor your visitors shall carry out any repairs or servicing of any vehicle(s) in the Property, the Building and/or the Estate without first getting our written consent  "A section to be added about not using a vehicle including motorbikes on communal grass be added"	Communities Team	Check the agreement	The agreement was not changed.  This matter would be covered under nuisance and anti-social behaviour
Section 4.14 to 4.27 "All of these sections contain clauses about what tenants can and cannot do but does not make clear penalties for not doing them"	Communities Team	Issue with style of agreement	The agreement has not changed.  It penalties for breach of the agreement are made

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			clear in Section 6, it is not necessary to put a penalty in every line of the agreement.
<p>Section 4.39 To report to us promptly anything which is in disrepair including any Energy Efficiency System which is our responsibility to repair</p> <p>“Can this be expanded to include some reference to reporting repairs in communal areas such as footpaths, handrails, door closers etc.</p> <p>In the same way can tenants be obliged to report trees in their own gardens that may cause a danger?”</p>	Insurance Team	Check the agreement	<p>Agreement was changed and a sentence was added.</p> <p>4.39 now has the addition of “This includes but is not limited to your property, communal areas and grounds.”</p>
<p>Section 3.3 Insurance: What we will Insure</p> <p>To insure the structure of your Home and any Energy Efficiency System (but not fixtures and fittings or your personal belongings) against any risks (for example fire) we reasonably believe we need to cover. It is the tenants responsibility to insure their home contents.</p>	Insurance Team	Check the agreement	<p>Agreement was changed and a sentence was added.</p> <p>3.3 now has the addition of “It is the tenants responsibility to insure their home contents.”</p>



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"Does it need spelling out the tenant is responsible for insuring their own contents "			