



NORWICH City Council

Committee name: Cabinet

Committee date: 15/11/2023

Report title: The tenancy strategy, tenancy policy and tenancy agreement.

Portfolio: Councillor Jones, Deputy Leader and cabinet member for housing and community safety.

Report from: Tenancy Services Manager

Wards: All wards

OPEN PUBLIC ITEM

KEY DECISION

Purpose

To consider the tenancy strategy, tenancy policy and tenancy agreement for approval.

Recommendation:

It is recommended that cabinet approves the tenancy strategy, tenancy policy and tenancy agreement documents.

Policy framework

The council has five corporate priorities, which are:

- People live independently and well in a diverse and safe city.
- Norwich is a sustainable and healthy city.
- Norwich has the infrastructure and housing it needs to be a successful city.
- The city has an inclusive economy in which residents have equal opportunity to flourish.
- Norwich City Council is in good shape to serve the city.

This report meets the corporate priorities; People live well and independently in a diverse and safe city, Norwich has the infrastructure and housing it needs to be a successful city, Norwich City Council is in good shape to serve the city.

This report addresses specifically the priorities in the Corporate Plan:

- Provide the right support to residents at the right time, with a focus on early help and prevention.
- Take action against domestic abuse, hate crime and anti-social behaviour, and regulate activity so our communities are places where residents feel safe.
- Listen to communities and use their views in decision-making.
- Provide and encourage others to provide new homes, open spaces, and infrastructure for residents.
- Make the best use of our Housing Revenue Account assets and resources, maximizing our income and spending wisely to provide easy access, high quality services and support for our tenants and leaseholders.
- Improve the way residents can access services by embracing new technology, investing in customer services, and making it easier for things to be done online, whilst providing alternatives for those unable to do so.
- Be open and transparent, with accessible data and decisions which are subject to public scrutiny.

Report details

1. The revision of these three documents has been planned for since 2019, however delays occurred due to the Covid-19 pandemic and changes to senior staff within the housing and community safety service. It is now timely that we deliver on the revision of all three documents as a package.

Tenancy strategy

2. The Localism Act 2011 required the council to publish a tenancy strategy in 2013 setting out the matters to which registered providers of social housing for its district are to have regard in formulating policies relating to:
 - a) The type of tenancies that they offer.
 - b) The circumstances in which they will grant a tenancy of a particular kind and where tenancies of a certain term are offered, the length of the tenancy; and
 - c) The circumstances in which they will grant a further tenancy on the coming to an end of an existing tenancy.
3. Norwich City Council's latest tenancy strategy was published in 2013, and so it is necessary to review and update it to ensure its effectiveness.

4. The strategy must also summarise the registered providers' policies or signpost people to where they can be found. In developing the tenancy strategy, the council must have regard to its allocations policy and the homelessness strategy.
5. The tenancy strategy is appended at Appendix 1 and has been informed by the council's existing policies, and analysis of local market conditions. Consultation will involve residents and registered providers locally who this will impact.

Tenancy policy

6. Since 2012, there has been a requirement now under the Regulator for Social Housing for all social landlords to publish a tenancy policy. This is set out in the revised tenancy standard that social landlords are subject to.

“Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud”.

7. The tenancy policy is an overarching document that, in general terms, sets out:
 - the kinds of tenancies that the council will offer, and at what rent.
 - the circumstances in which tenancies will be granted.
 - the length of tenancies granted.
 - the process for reviewing tenancies.
 - whether the council will grant discretionary succession rights, and if so to who.
 - interventions used to sustain tenancies.
 - the council's approach to tackling tenancy fraud.
 - how frequently the policy will be reviewed.
8. The policy provides clarity to Norwich City Council tenants and protects the council from legal challenge. The council does not offer fixed term tenancies therefore the aspects associated with this type of tenancy that could be open to legal challenge do not apply.

Tenancy agreement

9. A current and effective tenancy agreement is essential to enable Norwich City Council to efficiently manage its housing stock and protect the rights of tenants to enjoy living in their home.
10. Part of the drive to improve housing services and council homes is to improve the way council homes are managed. We wish to take positive action to encourage responsible behaviour. This requires a tenancy agreement that is clear for tenants to understand so that they can comply with their tenancy obligations.

The Council's existing tenancy agreement has been in place since 2010 and some of the terms used within it may be outdated due to changes in the law. This opportunity has been taken to clarify some of the other conditions and expand on definitions where appropriate. The new Conditions of Tenancy aim to be more easily understood and fully explain the rights and obligations of the council and its tenants. It also makes it easier for us to prove breaches of tenancy and act when necessary.

11. Before changing conditions of tenancy (other than those regarding rent or payments in respect of services/facilities provided by the Council or in respect of rates), local authority landlords must consult all their tenants by serving a preliminary notice. Comments received must be considered before then serving a notice of variation that formally implements the changes, this will be served to all tenants once cabinet approval has been obtained.

Consultation

12. Consultation took place with key service areas internally: tenancy services, property services, home options, home ownership, independent living, community safety, anti-social behaviour, customer contact, strategy, communications, environmental strategy, revenues and benefits. Alongside this, we have also consulted key external partners too; Domestic Abuse Housing Alliance (DAHA), Anglia Revenues Partnership (ARP) and Nplaw. We have carried out an eight-week consultation with residents, tenants, and registered providers on the three documents to make best use of resources, be transparent with our approach and focus attention.
13. Consideration has been given about what is reasonable for tenants given the costs of postage, print and delivery of consultation documents, which is approximated at £45,000. A full set of detailed information, consultation documents, proposed changes, existing documents, and survey questions were available on our website - Get Talking Norwich. This was promoted via direct letters, text messages, and social media. The Tenancy strategy used Get Talking Norwich for consultation, and registered providers have been consulted directly via email.
14. There were over 500 responses received from this consultation exercise. The consideration of these observations is summarised within appendix 4. During consultation, two member sessions were conducted, and tenant involvement panel members views were considered. Some tenants required hard copies, and others required talking through the proposed changes. The digital methods ensured a wide cross section of responses were received.
15. Over 8 out of 9 tenants agreed with changes, and the remainder wanted clarification on specific points with a broad range of observations relating to: specific clauses, types of improvements, purpose of visits, landlord access, domestic abuse, succession, repairs, and anti-social behaviour.
16. Registered providers within the Norwich District have been consulted and no changes were recommended to the Tenancy strategy.

Implications

Financial and resources

Any decision to reduce or increase resources or alternatively increase income must be made within the context of the council's stated priorities, as set out in its Corporate Plan 2022-26 and budget.

17. There are no proposals in this report that would reduce or increase resources. Actions arising from these three documents are to be facilitated within existing resources.

Legal

18. Nplaw, who provide the Council with legal guidance, have assisted with the development of the three documents, and have reviewed this report's recommendation to approve the documents.

Statutory considerations

Consideration	Details of any implications and proposed measures to address:
Equality and diversity	ECIAs have been completed for each of three documents.
Health, social and economic impact	The tenancy strategy advises on the Council's preference for tenancies that registered providers offer, which are secure lifetime tenancies. The Council's tenancy agreement and policy also offers this tenure type, and this provides stable homes which has linked benefits for people in respect of their health and economically with employment opportunities.
Crime and disorder	The tenancy agreement and policy detail the Council's approach to managing anti-social behavior, domestic abuse of tenants and occupants within our properties and the locality.
Children and adults safeguarding	The tenancy agreement and policy state the Council's approach to safeguard tenants and occupants within our properties and estates, and to sustain tenancies through support we can provide or refer too. This is in line with Councils Safeguarding adults and children policy.
Environmental impact	None

Risk management

Risk	Consequence	Controls required
Failure to implement the actions necessary to deliver the outcomes envisaged through the tenancy strategy.	The Council does not achieve the aims of the tenancy strategy.	Oversight for delivery will lie with the Portfolio Holders and the Executive director. The council's senior leadership team and elected Members will be appraised of progress regularly.
Failure to publish a tenancy policy that meets standards expected from the social housing regulator.	Scrutiny from the social housing regulator.	Publish and review the policy every 3-5 years to ensure it is current and meetings requirements.
Failure to publish a tenancy strategy.	The Council would be in breach of the Localism Act 2011.	Publish and review the strategy every 3-5 years to ensure it is current and meeting requirements.
Tenancy agreement missing conditions relevant for legislative requirements on social landlords.	Failure in duties as a landlord and/or difficult to enforce conditions of the agreement.	Consultation with all relevant partners internally and externally, including tenants. Review of agreement every 5 to 8 years to ensure it is current and meeting requirements.

Other options considered

19. No other options have been considered.

Reasons for the decision/recommendation

20. It is recommended that cabinet approve the documents:

- It is a statutory requirement of the Localism Act 2011 for local authorities to publish a tenancy strategy.
- It is a regulatory requirement by the Regulator of Social Housing for social landlords to publish a tenancy policy.
- The tenancy agreement needs revision to reflect legislative changes since it was last published in 2010.

Background papers: None

Appendices: 5

Tenancy Strategy

Tenancy Policy

Tenancy Agreement

Consultation summary of observations

Equality impact assessment (EqIA)

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Appendix 1: The tenancy strategy

Draft Tenancy Strategy for consultation

Norwich City Council, July 2023

Introduction

Norwich City Council is a local authority housing provider. We have more than 18,000 homes across the city, of which 14,050 are available for let and 3,300 are leasehold.

In the 10 years since we published our last Tenancy Strategy, the national housing landscape has changed. Rising homelessness, high rents in private housing, the Grenfell fire tragedy, Covid, and the cost of living, are just some of the issues driving social housing reform. We have evolved our strategy with these changing times, but our stance on lifetime (secure) tenancies remains the same. We grant secure tenancies, after tenants successfully complete an introductory tenancy.

We want our 14,050 secure tenants to live well and thrive in their homes and local community. The Tenancy Strategy explains what we expect from Registered Providers of social housing, and what we expect for tenants, including:

- the types of tenancies that will be granted.
- the length of fixed-term tenancies when these are granted.
- the circumstances under which a particular type of tenancy will be granted.
- the process for reviewing tenancies.

This strategy will contribute to mixed and balanced communities, with individuals and families settled in decent homes that they value, with advice and support delivered by people who care. It complements our overriding aims and priorities identified in our [Corporate Plan 2022 to 2026](#).

Beth Jones

Portfolio Holder for housing and community safety

Louise Rawsthorne

Chief Executive, Norwich City Council

1. Tenancy Strategy background

- 1.1 There have been many changes in the national housing landscape since Norwich City Council published its previous Tenancy Strategy on 24 January 2013 in accordance with section 150 of the Localism Act 2011. The tenancy strategy must be kept under review. But, in this latest update, we have not changed our position on offering lifetime tenancies. This strategy helps to inform registered providers of our expectations regarding social housing provision and expectations for social housing tenants.
- 1.2 The use of flexible tenancies in social housing originated from the Localism Act 2011, which came into force on 1 April 2012. This tenancy is derived from the government's view that social housing tenants should not benefit from greater tenancy security than tenants in the private sector. The Housing and Planning Act 2016 developed the definition of flexible tenancies with the intention of phasing out the award of lifetime tenancies for new social tenants. Social tenants were only to be offered fixed-term tenancies. But, with the proviso that landlords could offer tenancies lasting up to the 19th birthday of the youngest occupant. This would have affected new and existing tenants who moved home (with a few exceptions).
- 1.3 These provisions were not implemented as the national climate regarding social housing changed dramatically following the fire at Grenfell Tower, London, in 2017. In ["A New Deal for Social Housing" 2018](#), the government stated it would not implement compulsory fixed-term tenancies. This corresponds with proposals requiring landlords in the private sector to offer longer tenancies and to prohibit "no fault" evictions of private sector tenants. The recent impact of temporary constraints on eviction during the pandemic, and rising energy prices on the cost of living have been contributory factors.
- 1.4 The [Secure Tenancies \(Victims of Domestic Abuse\) Act 2018](#) and the [Domestic Abuse Act \(2021\)](#) recognised that, where a secure (lifetime) tenant was offered a new tenancy when moving due to domestic abuse, they should retain their existing security of tenure, and not be offered a fixed-term tenancy.
- 1.5 The social housing sector was subject to a compulsory 1% rent reduction for four years from April 2016 to March 2020. This affected many areas of social housing including regeneration and planned improvement programmes.
- 1.6 Universal Credit (UC) has been rolled out across the whole of the UK and is now the primary state benefit for those of working age on a low income or out of work. The impact of these requirements on rent arrears or on social landlords' income collection, particularly following yearly rent increases, will be monitored.

1.7 In the [Social Housing Regulation Act](#), the government sets out what every social housing resident should be able to expect on:

- safety
- landlord performance
- complaints
- being treated with respect
- having their voice heard
- the quality of their home and neighbourhood
- access to home ownership.

This tenancy strategy supports the practices we will use when awarding housing for lifetime secure tenants, and to new tenants where introductory tenancies will apply.

2. Objectives (local context)

2.1. This strategy complements our five aims and five themes within the [Norwich City Council's Corporate Plan 2022-2026](#) and the [Norwich 2040 City Vision](#).

2.2. We want our strategy to contribute to the continuation of mixed and balanced communities and prevent the unnecessary cycle for resettling families and individuals who are well placed in their current homes.

2.3. Our aim for our 14,050 secure tenants is to see families and individuals live well while contributing to their future, education, and wellbeing inside the home and local community.

3. Tenancy Strategy overview

3.1. We recognise that we may have limited influence over decisions by other social landlords operating within Norwich, many of whom operate across several local authority areas. The changes in national outlook have led some social landlords to withdraw from offering fixed-term tenancies and to return to only offering lifetime tenancies.

We expect social landlords to have regard to this Tenancy Strategy so that tenants and applicants across the borough understand the types of tenancy available.

3.2. The [Localism Act 2011](#) requires every Council to publish a Tenancy Strategy which contains provisions on expectations for all social landlords in the local area in relation to:

- the types of tenancies that will be granted.
- the length of fixed-term tenancies when these are granted.
- the circumstances under which a particular type of tenancy will be granted.
- the process for reviewing tenancies at the end of the fixed term, and the circumstances under which a tenancy may or may not be renewed either in the same property, or in a different property.
- All social landlords are required to set out the way in which a tenant or prospective tenant may seek a review of:
 - the length of the fixed term
 - the type of tenancy offered.
 - a decision not to grant another tenancy on the expiry of the fixed term.

4. Strategy (expectations)

4.1. We expect all social housing providers to produce a Tenancy Policy which addresses the items listed in 3.2. We have set out our strategy on these matters, and expect social housing providers to consider the contents of this strategy in the following ways:

a. What type of tenancies will be granted?

We expect that social landlords will offer either fixed-term tenancies or lifetime time tenancies (secure or assured). These tenancies may be preceded by a 12-month introductory or probationary tenancy.

b. If fixed-term tenancies are offered, how long will they last?

Although permissible by law, we do not support the granting flexible fixed-term tenancies of less than five years. We would expect that in most instances, fixed-term tenancies, where awarded, will be for a five-year period or longer, or up to the 19th birthday of the youngest occupant if longer than five years.

c. Under what circumstances will a particular tenancy be granted?

- Where social landlords offer an introductory or probationary tenancy, it should be available to all new social housing tenants.
- Existing social housing tenants should retain their security of tenure or other tenancy rights after a move to a different social housing tenancy, where there is no break in tenancy.

- Social landlords may want to offer a fixed-term tenancy to existing or new tenants moving to a new build affordable rent property.
- Social landlords may want to offer a mix of fixed-term and lifetime tenancies, depending on various circumstances.

Examples of people who may be granted a lifetime tenancy are:

- people over pension age
- people with an enduring physical or mental health disability

Examples of people who may be granted a fixed term tenancy are:

- tenants moving to certain types of property.
- tenants moving to certain size of accommodation.

d. What process will be used for reviewing tenancies at the end of the fixed term?

Social landlords must have a clear policy for reviewing a tenancy before the end of the fixed term. This should include details of any financial limits that may prevent the award of a further tenancy. It should state how a landlord will decide if a property still meets the household's needs.

- The tenancy review should primarily be an opportunity for both landlord and tenant to consider if the current home meets the tenant's needs now and in the future.
- Where a review is carried out with a vulnerable tenant, we expect social landlords to take all practical steps to make sure the tenant can fully participate in the review hearing.
- We would expect the review to take place at least 9 months before the tenancy is due to end. This is to allow enough time for a tenant to find alternative housing if the tenancy is not renewed, and alternative accommodation is not provided.

e. Under what circumstances will a tenancy not be renewed in the same property or in a different property?

Social landlords must have a clear policy for reviewing a tenancy before the end of the fixed-term and this should include:

- details of any financial limits that will prevent the award of a further tenancy.
- how a landlord will decide if a property continues to meet a household's needs
- any other matters that may be considered.

We aim to prevent homelessness where possible and expect landlords to offer financially realistic housing options to people in need. It would be counter-

productive for landlords not to renew tenancies, unless they have carried out a thorough review including proactively offering tenants advice and assistance to find alternative accommodation.

4.2. Preventing homelessness

Although it is clear in [the Localism Act 2011](#) that the landlord is responsible for providing advice and assistance, we can provide a comprehensive service locally to all applicants for affordable housing. This includes advice and assistance with finding suitable private rented accommodation. Further details on [housing and homelessness are on our website](#).

As we retain the statutory responsibility to provide housing for homeless households in priority need, we want to make sure there is a robust approach to providing advice and assistance where a tenancy is not renewed.

We would ask all social landlords in Norwich to:

- notify us when a tenancy will not be renewed, and the agreed alternative housing arrangements.
- provide details of the advice and assistance provided, if not using our advice and assistance service which is our preferred option.

4.3. All social landlords are required to set out the way a tenant or prospective tenant may seek a review of:

- the length of the fixed term
- the type of tenancy offered.
- a decision not to grant another tenancy on the expiry of the fixed term.

4.4. We expect social landlords to make sure tenancy policies contain the following information:

- Who to make a request to and how, and the timescales to do it
- How review panels will work
- Timescales for administering reviews.

This information must be accessible and widely publicised, such as on websites, and be available on request.

5. Tenancy sustainment

Norwich City Council has various services which provide targeted interventions support and Independent Living Teams. We work in partnership with agencies, third sector and voluntary organisations, NHS, and independent commissioning boards to increase tenants' capacity to sustain their tenancies.

Register providers are expected to consider and provide tenants throughout their tenure, advice, guidance, or support in relation to:

- regular tenancy reviews and visits
- identifying support for mobility and adaptations
- challenging times and life events - referrals and housing staff working with specialist care and support agencies to identify the best support available for short term interventions.
- experiencing hardship and needing welfare support – each person is impacted in different ways and timely advice and support must be available at the earliest point, rather than during times of crisis.
- maintaining housing land and the local environment – long term needs of a household and everyday livelihood within their surroundings
- safety inside their home and in communal areas.

6. The Tenant Standard

The [Regulatory Framework for Social Housing in England from April 2012](#) sets out the specific standards that Registered Providers (RPs) must meet. It takes account of the amendments made because of the Localism Act 2011.

The Tenant Standard requires RPs to let their homes in a transparent and efficient way, and to take account of the housing needs and aspirations of tenants and potential tenants.

They must demonstrate how their lettings:

- make the best use of available housing.
- are compatible with the purpose of the housing.
- contribute to local authorities' strategic housing function and sustainable communities.

Registered Providers are also expected to cooperate with local authorities' strategic housing function, and their duty to meet identified local housing needs. This includes assistance with local authorities' homelessness duties, and through meeting obligations in nomination agreements. As we own and manage our own

housing stock, we review our own tenancy policy.

7. Complaints

All social landlords must set out the way in which a tenant or prospective tenant can escalate a complaint if they are dissatisfied with the response. This should include information on:

- Internal complaints' procedure
- Housing Ombudsman
- Judicial Review
- Where to seek independent legal advice

The [Social Housing Regulation Act](#) sets out what every social housing resident should be able to expect in relation to complaints.

The expectation is that social housing tenants will have their complaints dealt with promptly and fairly, with access to an ombudsman who will give them swift and fair redress when needed. Further guidance has been issued by the Regulator of Social Housing when considering complaints.

8. Consultation

We are required to consult and will follow an eight-week consultation exercise allowing observations from:

- Secure tenants and introductory tenants
- Registered Providers of social housing
- Residents of the City of Norwich
- Agencies supporting tenants and working with the Council.

9. Equality

We consulted a range of stakeholders during the development of this Tenancy Strategy, and completed an Equality Impact Assessment, and the summary can be found within the appendix.

Tenancy Policy

This tenancy policy sets out how Norwich City Council will manage tenancies within our owned housing stock. It covers granting, use of tenancy conditions relevant to introductory and secure tenancies, and any associated support and enforcement tools.

The policy is applicable to tenants of Norwich City Council.
The Government introduced the requirement for all social landlords to publish a tenancy policy within Localism Act 2011.

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1. Tenancies

Local authorities will normally only grant secure tenancies. We operate all tenancies according to statutory criteria. In general, security of tenure legislation does not allow councils to tailor a tenancy to an individual's needs outside of the statutory criteria.

Introductory tenancy

If you're not already a secure tenant with us, or another council, we will offer you an introductory tenancy. This tenancy normally lasts 12 months, but we can extend it. After you complete it, if everything has gone well, we will offer you a secure tenancy.



Stick to the rules of your introductory tenancy agreement. Your tenancy is not secure, so you have fewer rights, and can lose your home if you break the agreement. As an introductory tenant, you cannot buy your home under Right to Buy or exchange it with other tenants.

Secure tenancy

A secure tenancy means you have the right to stay in your home for your lifetime if you stick to the rules of your tenancy agreement. You can rent out a room, buy your home through [Right to Buy](#), and exchange your home with other tenants. You can also improve your home, with permission, and transfer your tenancy in some circumstances.

Fixed term tenancies

A fixed term tenancy is a secure tenancy for two years or more. We do not offer fixed term tenancies. Our introductory tenancy leads to a secure tenancy after 12 months, except if we extend the time.

Licence agreement

If we carry out extensive repairs or make improvements to your home, we may need to move you into another property while we do the work. We will provide a licence agreement, which gives consent for you to temporarily live in the property.



You do not have the same protection in a property under a licence agreement as you do in your secure tenancy home. This is because we are using it to house you temporarily. It is important to stick to the rules of your licence agreement, or you could lose the property.

Demoted tenancy

A court may end a secure tenancy and replace it with a demoted tenancy if a tenant is in court for anti-social behaviour. A demoted tenancy can last 12 months or longer. Like the introductory tenancy, it is not secure, and you would have fewer rights. It is an alternative to a suspended possession order.

Joint tenancies

We can grant all tenancies to joint tenants on the basis you are:

- both eligible for housing as defined by legislation,
- married or civil partners,
- living together, and can prove you have done so for at least 12 months, or
- in a mutually supportive and established relationship.

We do not normally grant a joint tenancy to a person who can succeed the tenancy, such as a mother and daughter. Agreeing to this would reduce our ability to make the best use of our council homes in the future. When deciding whether to grant joint tenancies, we act consistently and in accordance with this policy.

- 1.1 When a joint tenant serves the council with a notice to quit:
- 1.2 Where there is a joint tenancy and a notice to quit is submitted by either tenant, the tenancy will end for all of the tenants after four clear weeks (in other words, at the end of the four-week period starting on the Monday after the council receive the notice). Whilst the council can offer advice about Home Options and rehousing, a decision made about serving a notice to quit on the council is a decision for the tenant alone and if they are uncertain whether to give notice or not then the council recommends they seek independent legal advice.
- 1.3 Please note that once a notice to quit has been served it cannot be withdrawn. In the event that the tenant/joint tenants decide they want to remain after serving a notice to quit, it will be a matter for the council's discretion, in accordance with its allocation policy, whether a new tenancy will be granted.
- 1.4 **What happens to the remaining joint tenant**
- 1.5 The Council has the discretion whether to offer a tenancy in the same property or a new property. The property must be deemed suitable in accordance with our Allocations policy and the Council will consider whether the terms of the tenancy agreement have been observed correctly.
- 1.6 **When the Council permits the remaining tenant to stay in the same property**

- 1.7 If the terms of the tenancy agreement have been kept to and the property is suitable for their housing needs, the council can decide to allocate the property back to the remaining tenant and the remaining tenant will be invited to sign a new tenancy agreement.
- 1.8 **When the Council seeks alternative property for the remaining tenant**
- 1.9 If the tenancy agreement has not been kept to, or the property is too big for their housing needs, then the council will not offer a new sole tenancy to the remaining occupant.
- 1.10 The council are entitled to a 'use and occupation' charge, which is equivalent to the rent, while an alternative property can be found. The council may defer its right to possession for a limited period to allow the remaining occupant to seek alternative accommodation or to pay any use and occupation charge arrears. This may preclude a direct let from being considered (in accordance with the council's allocation policy).
- 1.11 In such circumstances, the remaining occupant will make a Home Options application and place bids on suitable properties. The council will offer advice and support where required through the Home Options scheme.
- 1.12 If this advice is not followed and a move is not achieved within 3 months, the council will commence possession proceedings to recover possession of the property so that it may be re-let in accordance with the council's allocation policy.

Length of tenancy

A secure tenancy usually carries on for life. In legal terms, a secure tenancy is a weekly tenancy, if the rent is paid weekly. The week begins first thing on Monday and ends midnight on Sunday. Your tenancy starts on the date on your original tenancy sign-up sheet.

Ending a tenancy

You can end your tenancy by giving us Notice to Quit. If there is no security of tenure, we can end your tenancy by giving you Notice to Quit.

Normally, we will only end your tenancy if you break the agreement or if you die.

A court can end your tenancy, and in exceptional circumstances only, we can agree to you surrendering it.

2. Tenancy breaches

If you breach (break) your tenancy agreement, we will ask you to put things right. In many circumstances we will engage support services to help households remedy breaches.

Remember that you are also responsible for the behaviours of any occupants of your household, including visitors.

If problems persist, we will use a variety of methods to remedy the breaches such as:

- Verbal and written warning
- Notices
- Suspended possessions orders
- Injunctions
- Closure orders
- Demoted tenancy
- Court warrant

Note: this is not an exhaustive list.

If the breach continues or you do not engage, we will go to court to seek possession of the property.

3. Rents and service charges

We charge social rent on all tenancies. Rent levels are based on the value of the property and average earnings in Norfolk. Under government guidelines a 'target rent' is calculated, and rents are adjusted yearly until they reach the 'target rent'. During your tenancy, rents are raised in line with the Rents Standard, which is the government criteria for setting social and affordable housing rents. This is usually within 1% of inflation, although for 2023/24 this was capped to 7%. During a financial crisis, Government may cap rents to a certain level. We may decide to set a different rate, but not above the capped level. We give notice of the rent raise before the new financial year, which starts in April.

You may need to pay service charges for some communal items. This can include charges for window cleaning, premises management, landlords' supply of electricity, grounds maintenance, and caretaking.

Some homes benefit from a communal district heating supply. Such costs are passed on within the weekly service charges, although a new government scheme known as Heat Metering and Billing has introduced direct billing to individual residents in certain heat networks. Individual water rates are passed on and paid weekly, and added separately so you can pay these directly.

Rents for “Passivhaus” properties are set at 5% above ‘formula rent’ in accordance with the Rents Standard. This helps to pay the extra cost of developing energy efficient homes. It also reflects the savings you get from lower energy bills.

4. Housing exchange

If you’re a secure tenant, you can exchange your home with another council or housing association tenant. This is sometimes called a mutual exchange. To exchange your council home, [register on the house exchange website](http://www.houseexchange.org.uk) (www.houseexchange.org.uk).

When you find a tenant to swap homes with, you must write to us to ask for permission to exchange. We will confirm if the exchange can go ahead within 42 days.

Sometimes, there are conditions that you may need to fulfil before we allow an exchange. Your rent account must be up to date, and if there is any damage or unauthorised alterations to the property, you would need to put this right.

We will inspect your home before any exchange and arrange to test the electricity supply and fittings to make sure they are safe.

There are circumstances where an exchange may not be allowed, for example if:

- you, or the other tenant, has a Notice Seeking Possession or a court order against you.
- the exchange would mean that one or both homes would be overcrowded or under occupied.
- the property has been adapted for special needs or the elderly, and the tenants you want to exchange with do not have those needs.
- Where certain repairs are the landlord’s responsibility then these may need to be completed before the assignment can take place.

5. Tenancy reviews and visits

Tenancy appraisals

If you are an introductory tenant, you must allow us to visit you at home to do appraisals. You will have up to three visits in the first year of your tenancy. We will assess how well you’re keeping to the rules of your tenancy, how you’re coping and looking after your home, and if you’re paying rent regularly.

If there are problems, we will talk to you about what you can do to put things right. We may also extend your introductory tenancy beyond 12 months.

Settling in visits

If you're a secure tenant, we will normally come to your home to do a settling in visit four to six weeks after you move in.

General and programmed visits

There will be times when we need visit you at home to inspect your property, verify your tenancy, identify support needs, and carry out repairs or improvements. Some of these visits will be programmed and we will tell you in advance about them.

We are committed to making sure our council homes are safe and in good repair, and you have help and support to manage your tenancy and live well.

During our visit we will:

- identify any support needs you may have
- signpost and direct you to other services
- update records with any changes to a household
- arrange repairs that are our responsibility
- verify who lives in the property against the tenancy agreement.

You must be present for the visit and allow us into your home. You should be aware that we can gain entry to your home by serving notices and pursuing court action.

In some cases, for convenience, we may choose to conduct digital viewings to allow any of the above to take place. This will include the requirement to see live video call footage of yourself and the property to assess its condition, verify your identity and confirm you are using the property in accordance with the terms of the tenancy agreement.

6. Succession rights

The general rule for succession, which means taking over a property, is you cannot pass your tenancy on to other people.

There are some exceptions to the general rule, and we will allow succession if:

- A joint tenant dies during the tenancy, and the tenancy can continue for the remaining tenant.
- A sole tenant dies during their tenancy and:
 - specified members of their family occupy the home as their main residence
 - they have resided (lived) with the tenant for at least 12 months prior to death?
 - the tenant was not a joint tenant originally nor somebody to whom a tenancy had been passed on to already.

The tenancy can pass to one of the family members if the tenancy was granted to the deceased tenant before 1 April 2012.

If you no longer need the home, we must re-let it in line with our allocation policy.

Succession rights for tenancies before 1 April 2012

Secure tenancies, and the right of succession, did not exist before 3 October 1980. You can pass a tenancy on to a family member, but only once. Specified family members that can apply for succession, must have lived in the property as their only home for at least 12 months.

Specified family members are:

- | | | |
|-----------------|----------------|----------|
| • Aunt | • Grandchild | • Niece |
| • Brother | • Grandparent | • Parent |
| • Child | • Half brother | • Sister |
| • Civil partner | • Half sister | • Spouse |
| • Cohabitee | • Nephew | • Uncle |

Succession rights for tenancies from 1 April 2012

If your tenancy started on or after 1 April 2012, only your spouse, civil partner or cohabitee have succession rights to the tenancy if you die. They must be living with you at the time of death.

Cohabitee means one of a couple who are living together as if married or a civil partner as set out in the list below:

- Civil Partner
- Cohabitee

- Husband
- Spouse
- Wife

Under occupying homes by successor

Social housing is in high demand, so we cannot allow tenants to under occupy homes that are suitable for larger households. We know this will be a difficult time, and we will support and help you to apply for Home Options to find a smaller home.

If you are not a spouse or civil partner of the deceased tenant, and the property is bigger than you need, we may serve notice under the Housing Act 1985, Section 83. You would need to move out of the property within 6 months, or possession proceedings would start. We will offer support and help you to apply for Home Options so you can bid on smaller properties.

Occupants with no succession rights

If you do not have the right to take over the tenancy (succession), you will need to leave the property. We would serve a notice to quit to the deceased tenant's representative, and this normally gives you 4 weeks' notice to leave. But, if you meet our criteria for council housing, we will help you find another home.

In exceptional circumstances, we will allow you to stay in the property while you apply for Home Options and bid on suitable properties. You will pay a 'use and occupation' charge equivalent to the rent. You would need to move home within 3 months, or we start possession proceedings to recover and relet the property.

7. Tenancy support and sustainment

We are committed to helping you to successfully manage your tenancy.

Our Independent Living service provides advice, support, and guidance for more complex and vulnerable households.

Sheltered housing

We provide sheltered housing for people aged 60 and above. You have the usual rights of a secure tenancy, but your home is not eligible for Right to Buy.

The accommodation is designed for independent living for older people, and many have shared communal lounges, laundry rooms, gardens, and courtyards. You will incur additional weekly charges for:

- Sheltered support.
- Communal upkeep and maintenance
- Care Alarm (Telecare) service
- District heating and hot water.

We will signpost you to external agencies who can provide additional support, for example, Age UK, Social Services, the Citizens Advice, Financial Inclusion Consortium, and other partners.

Specialist support team

We know that some tenants have multiple and complex needs, and this can increase the likelihood of difficulties with your tenancy. We help around 250 tenants, families, and individuals in this situation every year.

Our principal role is to support you in situations that make you more vulnerable. This helps to increase your ability to manage a healthy tenancy for the long term and reduce the risk of eviction and abandonment.

We aim to build your resilience, wellbeing, and ability to solve issues to bring about lasting change to help retain and manage your tenancy.

Referrals in to this team are made by Norwich City Council staff.

Safe and Habitable Homes

We have a grant funded service called Safe and Habitable Homes working with St Martins to support mental health and hoarding casework.

Interact

We have a grant funded service called Interact help people whose wellbeing is suffering as a result of something linked to their housing circumstances. People eligible for the scheme are referred by an organisation or medical professional, via our website [Healthy homes referral form | Instructions \(norwich.gov.uk\)](#). The service is a partnership between Norwich City Council, Voluntary Norfolk, One Norwich Practices, Age UK Norwich and Norfolk Citizens Advice Bureau.

Budgeting and money advice service

We have a free and confidential team to help you if you fall into rent arrears and debt. We can help you to manage your weekly income and outgoings, to make sure your priority debts are paid.

Contact our Income Officers on 0344 980 3333, or email budgetingandmoneyadvice@norwich.gov.uk.

You can fill in a referral form on our website: [Housing, budgeting and money advice | Norwich City Council](#).

Home improvements and disabled adaptations

If you are disabled, we can help you and your family to improve your home and garden to make it easier to get around. This may include aids and adaptations such as grab rails, ramps, stair lifts or a walk-in shower. We work closely with you and an occupational therapist to find the most appropriate solutions for you and your home.

You can fill in a referral form on our website: [Healthy homes referral form | Instructions \(norwich.gov.uk\)](#).

Care alarm services

We provide an alarm service with 24-hours and year-round monitoring and response for anyone who feels unsafe or at risk in the community.

This independent service can be particularly useful for people who are elderly, disabled, or experiencing domestic abuse, racial harassment, or neighbourhood nuisance. [Community Alarm Service | Community Alarm Service | Norwich City Council](#).

Domestic Abuse

Norwich City Council are committed to supporting survivors of domestic abuse and work in partnership with other organisations such as the Police and Norfolk Integrated Domestic Abuse Service (NIDAS). The council will look to increase survivors' safety, housing security and hold perpetrators to account for their harm in accordance with our domestic abuse policy

Anti-social behaviour

We take anti-social behaviour seriously and recognise that, if allowed to persist, it can have a significant impact on your quality of life. Resolving anti-social behaviour requires a multi-agency approach. We work with statutory and voluntary sector agencies to problem solve and provide solutions.

Prevention is an essential part of our approach to dealing with antisocial behaviour. We will seek to develop support measures which prevent and deter the underlying causes of anti-social behaviour.

We will utilise support-based interventions to help you maintain your tenancy. If this is not successful or the perpetrators do not engage, we will use enforcement measures.

We want you to feel empowered to address anti-social behaviour, and there are tools available you can use:

- Further information is available on our website [Antisocial behaviour \(ASB\) | Norwich City Council](#).
- Dear [Neighbour Cards](#) - download letter templates on our website
- [Mediation service](#) – a confidential service to help resolve behaviour problems between tenants.

We take Hate Crime incidents seriously and work closely with the Police and other partners in relation to this criminal behaviour. A hate crime is one that constitutes a criminal offence and further information is available here [Hate crimes and incidents | Hate crimes and incidents | Norwich City Council](#).

Nuisance

We are committed to developing and maintaining sustainable communities and expect a reasonable level of tolerance between neighbours. Complaints which are not a breach of tenancy like staring, pulling faces, malicious gossip, one-off parties, or social gatherings are not investigated as anti-social behaviour.

Health and safety checks

Occasionally, we will need access to your home to make sure that it is safe and habitable. We will write to you or phone you to tell you why we, or our contractors, need to visit and when. Most visits will be to carry out repairs, maintenance, or safety checks, this includes:

- Annual gas safety checks and remedial works
- Electrical safety checks and remedial works
- Smoke and alarms detector checks
- Leaks and water ingress (into parts of the building, or other flats).

If you do not respond to our requests to visit, we will issue a notice to seek entry and apply to the courts to gain access. This costs time and money, and we may have to recharge the costs to you. Alternatively, if it is an emergency then we will make reasonable endeavors to contact you to provide us with access, however we may force entry otherwise.

8. Tenancy fraud

Our tenancy fraud policy defines what we consider housing fraud, what we will do to prevent it, and what actions we will take when we find it. This is part of our corporate anti-fraud policy, which underpins our corporate anti-fraud and corruption strategy.

Commitment

Our policy on tenancy fraud states our commitment to tackling housing fraud. It details the measures we take to prevent fraud, and the actions we take to make sure our homes are only occupied by people who have the legal right to live there.

We use the following measures:

- Partnership – we will work in partnership to tackle reports of tenancy fraud with other Council departments and external agencies.
- Communication – where appropriate, we will publicise cases of tenancy fraud.
- Prevention – we identify opportunities to prevent tenancy fraud.
- Enforcement – we take enforcement action to stop tenancy fraud and to make sure social housing is used for its intended purpose.
- Performance – we look at ways to continually improve our performance on tackling tenancy fraud.

Prevention

We know the importance of different departments and agencies working together to tackle housing fraud.

We use several key methods when trying to prevent housing fraud, including:

- The use of data analytics and credit reference agency checks to prevent fraud.
- Working closely with other partners and sharing information appropriately.
- Carrying out rigorous checks at registration and allocation stage including photographic ID.
- The introduction of photographing new tenants at sign up to eliminate ID abuse and misrepresentation.
- Making sure new tenants are fully aware of their responsibilities under the tenancy agreement.
- Carrying out appraisals visits for all new introductory tenancies.
- Actively investigating all reports and complaints of tenancy fraud to establish the facts and act where appropriate. A fraud reporting form is available on our website.
- Publicising national fraud hotlines as part of specific fraud drives.
- Investigating refusals to allow us to enter the property, for example, to carry out gas safety checks, essential repairs, or general access visits.
- Publicising cases of proven tenancy fraud.
- Continually reviewing and implementing best practice.

Principles and standards

We apply a variety of principles and standards when dealing with tenancy fraud problems. But the most important thing is to recover properties to make sure social housing is used for its intended purpose.

We follow these principles and standards:

1. We will respond promptly to reports of tenancy fraud.
2. All reports of tenancy fraud will be taken seriously and clearly documented with an accurate record of contacts, investigations and actions taken.
3. All appropriate investigations will be conducted professionally and to the required level of thoroughness and detail to establish relevant facts and find a solution.

4. The complainants' identity is confidential unless they agree to have it disclosed. If this affects the type of action that we are able to take, we will discuss it with the person concerned.
5. All persons who are the subject of an investigation into suspected housing tenancy fraud will be always treated fairly and courteously.
6. We will consider publicising cases of proven tenancy fraud.
7. We will treat each case as being unique and deal with it based on the circumstances of that case. Action taken will be proportionate and appropriate.

Tackling fraud

We investigate all reports or possible fraudulent abuse with our partners, where appropriate, based on our principles and standards.

We have zero tolerance policy towards fraudulent activities.

9. Policy review

The tenancy policy will be reviewed every three to five years. Where there are proposed changes to the policy, we will seek approval from portfolio holder and cabinet as necessary.

As a public body, we are required to have due regard to the public sector equality duty under Section 149 of the Equality Act 2010. This includes the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010
- Advance equality of opportunity between people who share a protected characteristic and those who do not; and
- Foster good relations between people who share a protected characteristic and those who do not.

When developing new policies or making material changes to existing policies, we will carry out Equality Impact Assessments (EqlAs) to make sure we meet our public sector equality duty.

10. Useful links

Tenancy Strategy

[Tenancy agreement](#)

[Allocations Policy](#)

[Norwich City Council website - housing](#)

Draft introductory and secure tenancy agreement for consultation

Norwich City Council, July 2023

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1. Introduction

(A) Scope of this agreement

1.1 This agreement sets out the rights and obligations of the council and its tenants. It is the legal contract between us. It covers the following kinds of tenancy:

1.2 Introductory tenancy – Unless you already have a secure tenancy (or some types of social housing assured tenancy other than an assured shorthold tenancy), you begin your tenancy as an introductory tenant. Introductory tenancies are for a trial period. The trial period normally lasts one year but may be extended.

During the trial period, you have less security and fewer rights, for example:

- your home is at much higher risk of repossession if you do not keep to this agreement
- you cannot buy your home
- you cannot exchange homes with other tenants.

1.3 Secure tenancy – If you successfully complete the trial period, you automatically become a secure tenant. If you already have a secure tenancy (or some types of social housing assured tenancy other than an assured shorthold tenancy), you are a secure tenant from the beginning of your new tenancy.

1.4 Demoted tenancy – A secure tenancy may be ended by a court order for some kinds of anti-social behaviour and replaced with a demoted tenancy. A demoted tenancy has more limited rights, like an introductory tenancy. This is explained in paragraphs 12.4 and 12.5.

1.5 Most of this agreement applies to all kinds of tenancy. Where part of it only applies to some, we say so in the paragraph concerned.

(B) Understanding this agreement

1.6 Please take time to read this agreement in full. We acknowledge that much of it will only apply if the situation arises. Where one part of the agreement needs to be read with another part, we have shown that by cross-referencing the other part or paragraph numbers. But the agreement should be read in full to understand how it could affect you.

1.7 Changes to the law can affect tenancy agreements of this kind. This agreement is therefore subject to any such changes that there may be. Paragraph 2.3 explains how we tell you about developments or information that affect your tenancy.

1.8 Definitions

- **We** - means Norwich City Council's housing service and the staff responsible for its housing work.
- **You** - means the tenant (or joint tenants) named in the original tenancy

sign-up sheet or to whom the tenancy is passed on under part 13.

- **Your home** - means the house or flat, including any garden or other land, that is let exclusively to you. Paragraph 10.4 has further information about boundaries and the extent of gardens.
- **Communal areas** - means land around your home that is owned by us for housing purposes, and which is not exclusively let to you or your neighbours. It therefore includes, for example, stairways and landings in blocks of flats and communal parking and access areas.
- **Neighbourhood** - means your home and all the area nearby (whether it is part of the communal areas or not).
- **Rent** - means the basic rent and other charges as notified by us to you at the beginning of your tenancy and whenever it changes (see, for example, paragraph 8.14 charges where we maintain your garden).

(C) How long does the tenancy last?

- 1.9 The tenancy carries on indefinitely, rather than for a fixed time. In legal terms, it is a weekly tenancy. It continues running week-by-week (from first thing Monday to midnight Sunday), beginning with the date shown on the original tenancy sign-up sheet, until it ends as explained in part 14.

(D) Responsibility between joint tenants and responsibility for other occupants

- 1.10 Joint tenancies are almost always between two people. In very exceptional cases, they may be between three or four people. References in this agreement to joint tenants assume that there are only two. If there are more than two, references to both joint tenants should be read as references to all joint tenants.
- 1.11 Joint tenants are both fully entitled to the rights and fully responsible for the obligations set out in this agreement. This applies even if one of the joint tenants is not in occupation.
- 1.12 You are responsible for other members of your household and visitors to your home. That means that where this agreement prohibits you from doing something, it applies to them too.

2. Customer service and communication

- 2.1 You can contact us via our website www.norwich.gov.uk/contact, by email, post, telephone, or at our offices. You can also login to your My Account www.norwich.gov.uk/myaccount to manage your tenancy.

Contact details and opening hours may change from time to time. We will give you current details when your tenancy begins and tell you when they change. Please note:

- we have a 24-hour emergency telephone service out of office hours
 - private meeting facilities are available for confidential discussions
 - home visits can be arranged.
- 2.2 We value your views and consult all our tenants as best we can about the service we provide. Please contact us www.norwich.gov.uk/contact if you want information about joining or forming a tenant association and other ways to get involved.
- 2.3 We write to all our tenants from time to time, so that you are kept up to date with developments or information that may affect your tenancy. We also publicise such information on our website www.norwich.gov.uk/info/20004/housing and/or at our offices.
- 2.4 We sometimes operate incentive schemes for tenants to encourage and reward best tenancy practice. We will publish such schemes when they apply.
- 2.5 You may inspect the information we hold about you. Please ask us for details.
- 2.6 If you think your neighbours are not keeping to this agreement so as to spoil the enjoyment of your home, please contact us www.norwich.gov.uk/contact. We will investigate and do our best to resolve the problem. Part 12 explains how we enforce the agreement.
- 2.7 If you are not satisfied with the service we provide and you cannot resolve the problem with your neighbourhood housing officer, you can use our complaints process.

If a problem cannot be resolved under our own complaints process, www.norwich.gov.uk/complaints, you can refer the matter to the Housing Ombudsman, www.housing-ombudsman.org.uk.

Giving formal notice

- 2.8 When we need to give formal notice to you about your tenancy, we must do so in writing by handing it to you in person or posting it or delivering it by hand to your home. Remember that your home, in this context, is your tenancy address, not somewhere else that you might be living at the time (see paragraph 1.8).
- 2.9 When you need to give formal notice to us about your tenancy, you must do so in writing by handing it to one of our housing staff in person. You can also post it or deliver it by hand to Norwich City Council, City Hall, Norwich, NR2 1NH, or any other office we use for our housing service. Or via the online form on our website: [Contact us - Norwich City Council](#).
- 2.10 In the case of joint tenancies, notices are effective if given by us to one joint tenant only, or if given by one joint tenant only to us.
- 2.11 This paragraph applies if you die during your tenancy, you are the only tenant, and no family members are allowed to have the tenancy passed on to them (see paragraphs 13.3 and 13.4). In that situation, any notice that we must give about the tenancy is effective if addressed to your personal representatives and posted or delivered by us in accordance with paragraph 2.8.

Appraisals during trial period

- 2.12 While you are an introductory tenant, you must allow us to visit you in your home and

make yourself available accordingly. This is so we can carry out appraisals of whether you are successfully maintaining your tenancy during your trial period.

- 2.13 **If you are a secure tenant only** you may have the right to buy your home (subject to certain statutory exceptions) and only after a qualifying period. Further information on right to buy is available on our website www.norwich.gov.uk/righttobuy Certain properties, such as sheltered housing, are excluded from the right to buy.
- 2.14 **If you are a secure tenant only** if you or a person living in or visiting your home has behaved, or has threatened to behave, in an antisocial way or has used or threatened to use your home for an unlawful purpose then we can ask for a court order suspending your right to buy your home.

3. Rent

- 3.1 We will write to you at least four weeks before the beginning of each financial year (the first Monday in April) to tell you about your rent for that year. You can view information about your rent anytime when you sign up for My Account www.norwich.gov.uk/myaccount.
- 3.2 Remember that your rent includes other charges as well as the basic rent (see paragraph 1.8). Some of those other charges may only be finalised shortly before the new financial year. At that stage we will notify you of the finalised figures and the weeks for which the rent is due. It is due each week except for the last two weeks of December (see paragraph 3.8).
- 3.3 When your tenancy begins, we will notify you of the rent for the current year and the weeks for which it is due.
- 3.4 If we need to review your rent during a financial year, we will give you four weeks' notice of any changes to it.
- 3.5 You must pay your rent promptly. If you do not keep up with your payments your home is at risk of repossession. If you are worried about money or debt, we have a specialist team of budgeting and money advisers. This is a free service. For advice, complete this referral form www.norwich.gov.uk/budgetingandmoneyadvice.
- 3.6 We expect you to pay your rent by regular instalments using a direct debit. We will give you the details to set up a direct debit www.norwich.gov.uk/directdebitform when your tenancy begins. If you do not pay by direct debit, it is your responsibility to make sure that your rent is paid for each week that it is due.
- 3.7 You may be entitled to help with your rent. We and/or the Department for Work and Pensions (DWP) can give you information about this. It is your responsibility to apply for benefit [Benefits and support | Norwich City Council](#) and supply all the information needed for your application to be processed. You continue to have an obligation to pay your rent, whatever the situation is with your benefit application.
- 3.8 Rent is not due for the last two weeks of December. This makes no difference to how

we calculate the total amount due over a full year. It does not affect the way we collect direct debit instalments over a full year. But because rent is not due for those two weeks, no Universal Credit or housing benefit is available for those weeks. And when your tenancy ends, there is no adjustment to your rent account to reflect the two rent-free weeks.

- 3.9 The general rule is that you cannot begin a new tenancy with us if you owe us money from another tenancy (for example, for rent arrears, damage to property or legal costs in connection with the tenancy). But there are exceptions to this rule, particularly if you have paid your current rent plus an affordable instalment off the debt consistently. If that is the case, you must continue to pay those instalments, as well as paying your current rent.

4. Residential use

- 4.1 You must occupy your home for residential purposes.
- 4.2 You must not use your home for business purposes unless you get our written permission to do so. We will not give permission if the intended use is against other regulations, for example planning laws, or might cause a problem for your neighbours.
- 4.3 If you stop occupying your home (or, in the case of a joint tenancy, you both do), you are at risk of losing your tenancy. Paragraph 14.7 explains how we may end the tenancy in these circumstances. If you expect to be absent for a temporary period of more than six weeks, please contact us to discuss the situation.
- 4.4 You may have a lodger living with you in your home and we ask that you inform us of this and provide their details.
- 4.5 **If you are a secure tenant only** you may sub-let part of your home, but only if you get our written permission to do so.

5. Antisocial behaviour

- 5.1 You must not behave in the neighbourhood in a way that is (or is likely to be) a nuisance or annoyance to other people. It is not possible to list everything that is a nuisance or annoyance. These are examples of some of the most common kinds:
- loud music and other unreasonable noise
 - noisy DIY for prolonged periods or late at night
 - rowdy behaviour, including excessive visitors, shouting, and swearing at people
 - keeping animals in an irresponsible way (or at all in some flats) against part 7
 - keeping your home (including any garden area) in poor condition (see paragraphs 8.7 to 8.15 for examples of how we expect you to maintain your home)

- misusing the communal areas against Part 9.

5.2 You must not harass, intimidate or abuse:

- anybody in the neighbourhood
- anybody at our offices
- anybody that you know to is connected to the neighbourhood or management of your tenancy (for example, your neighbours, their visitors, or our staff), wherever they are.

Harassment includes offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion, or belief. It also includes indirect threats towards people and making malicious allegations against people.

5.3 You must not have in your home any unlawful drugs or equipment for the misuse of drugs.

5.4 You must not use your home for immoral or illegal purposes or commit indictable offences in the neighbourhood.

5.5 Remember you are responsible for other members of your household and visitors to your home (see paragraph 1.12). You must not allow them to behave in an anti-social manner. This includes children.

6. Domestic abuse

6.1 You must not be violent to, harass, control, coerce, threaten, intimidate, or abuse (including physical, sexual, economic, psychological, emotional or other abuse) other members of your household or those that you are personally connected with. Section 2 of the Domestic Abuse Act 2021 states that two people are “personally connected” to each other if any of the following applies—

- (a) they are, or have been, married to each other;
- (b) they are, or have been, civil partners of each other;
- (c) they have agreed to marry one another (whether or not the agreement has been terminated);
- (d) they have entered into a civil partnership agreement (whether or not the agreement has been terminated);
- (e) they are, or have been, in an intimate personal relationship with each other;
- (f) they each have, or there has been a time when they each have had, a parental relationship in relation to the same child (see subsection (2));
- (g) they are relatives.

- 6.2 In the case of such abuse perpetrated by one joint tenant against the other, we may enforce this agreement to prevent the perpetrator remaining in sole occupation of the home.
- 6.3 Paragraph 14.5 explains how we will deal with the situation if one joint tenant ends the tenancy, leaving another joint tenant in occupation.

7. Pets

- 7.1 You must not keep any animals (except confined small pets like budgerigars and goldfish) if you live in:
- the following tower blocks – Ashbourne, Aylmer, Burleigh, Compass, Markham, Normandie, Seaman, or Winchester Towers;
 - the following sheltered housing flats – Douro House, St James' House, Silkfields, Singer Court or Stone Road;
 - other sites with communal carpeted areas.
- 7.2 Otherwise, you may keep animals, but you must do so responsibly. You must be able to care for them and control them without causing a problem for your neighbours or interfering with the amenities in the communal areas (see paragraph 8.10) or create a hazard for our staff or contractors. This means, for example, not:
- keeping more animals than is reasonable for the size and type of your home
 - allowing them to foul the neighbourhood
 - allowing them persistently to bark
 - allowing them to damage your home including any garden area (please note any animal fouling must be disposed of hygienically).

8. Repair maintenance and safety of your home

- 8.1 We are responsible for keeping in repair:
- the structure and exterior of your home (including drains, gutters, and external pipes).

We are responsible for keeping in repair and proper working order the installations for:

- the supply of water, gas, and electricity
 - sanitation (for example basins, sinks, baths, and toilets)
 - heating (both space and water heating).
- 8.2 We must carry out those repairs provided:
- the disrepair has not been caused by you
 - we know about the disrepair

- we have your co-operation over access to your home for our staff and contractors
 - you make sure your home is free of tobacco smoke, or smoke from any other substance including e-cigarettes, when our staff and contractors attend your home by appointment. This is to protect the health and safety of our staff and others that we ask to visit your home.
- 8.3 You must treat the structure and exterior of your home and the installations with respect and report any defects to us www.norwich.gov.uk/reportarepair as soon as you are aware of them. We may charge you the cost of carrying out works that are necessary because you have failed to do so.
- 8.4 Remember you are responsible for other members of your household and visitors to your home (see paragraph 1.12). You must not allow them to damage your home.
- 8.5 You must ventilate your home and keep it at a reasonable temperature to minimise condensation.
- 8.6 You must keep the parts of your home that you are responsible for to a reasonable standard, carrying out minor repairs and maintenance, as necessary.
- 8.7 Paragraph 8.1 deals with what we must keep in repair and proper working order. In addition, you must maintain your home and all your own appliances safely and not do anything that compromises the safety of you and your neighbours. For example, you must:
- not store anything that is a safety risk (including, petrol and other inflammable or toxic materials)
 - make sure your own gas and electrical appliances are serviced in accordance with manufacturers' advice and provide us with evidence on request (paragraph 8.8 deals with bottled gas appliances)
 - maintain your smoke detectors and carbon monoxide detectors so that they work properly.
- 8.8 Bottled gas appliances are prohibited indoors or in flats with balconies.
- 8.9 You must not store any personal belongings to such an excessive extent that we or our contractors are unable to gain access in accordance with paragraphs 11.1 to 11.3 (inspection and carrying out works) to the areas of your home required.
- 8.10 You must maintain your home to a standard of hygiene and good order, so you do not damage the fabric of the building, cause a nuisance or annoyance to your neighbours, or create a hazard for our staff or contractors.
- 8.11 You must not do anything to encourage vermin, including but limited to ants, wasp nests, fleas, bed bugs, mice and rats so that they cause a nuisance and annoyance to your neighbours and/or or create a hazard for our staff or contractors. If we have to intervene and carry out work in default due to the presence of vermin then you will be charged for the cost of the work, including any legal costs.
- 8.12 Remember that your home includes any garden area (see paragraph 1.8). You

must therefore maintain it in accordance with paragraphs 8.7 to ~~8.10~~ 8.11 as to safety, access, hygiene, and good order.

- 8.13 You must also maintain and cultivate your garden to a neat and tidy standard. This includes any plants, shrubs, hedges and trees.
- 8.14 If neither you or any other member of your household can maintain and cultivate your garden in accordance with paragraphs 8.12 to 8.13 because of a physical or mental health condition, disability, or long-term illness, we may carry out the necessary work for you. If we do, you will be charged for the cost of the garden maintenance and/or other work.
- 8.15 You must cooperate over arrangements that apply from time to time for putting out your refuse and recyclable materials for collection.
- 8.16 We recommend that you take out insurance for your personal property (in other words your furniture, clothes, and other belongings) and other potential losses for which we are not responsible. Details of insurance arrangements that we can offer are available on request.

9. Communal areas

- 9.1 We will maintain the communal areas to a standard necessary for health and safety only. But we can only deal with a hazard or danger if we know about it.
- 9.2 You are responsible, jointly with other occupiers using the communal areas, for keeping it clean and tidy.
- 9.3 You, your visitors and/or members of your household must not do anything that is detrimental to other people's enjoyment and safety of the communal areas. It is not possible to list all such activities, but common examples are:
- fly tipping
 - leaving things there that obstruct access or are otherwise a hazard or danger
 - carrying out car repairs (apart from occasional routine maintenance of your own vehicle outside)
 - graffiti.
- 9.4 If the communal areas include parking facilities, you may use them for your private vehicles if you do so responsibly and with consideration for your neighbours. Any vehicles that you park there must be roadworthy, taxed, and have a valid parking permit www.norwich.gov.uk/parkingpermit if applicable. If we have to intervene and carry out work in default due to the presence of your possessions and/or waste in communal areas then you will be charged for the cost of the work, including any legal costs.
- 9.5 You must not store or charge any vehicle, scooter or bicycle within any internal or enclosed communal area. You must seek our permission and

guidance to store or charge a mobility vehicle.

10. Improvements and alterations

(A) By us

10.1 We carry out improvements for the long-term benefit of our properties. We will discuss this with you as and when the situation arises. We may insist that improvements are carried out, for example, when they are part of a phased programme of works for the overall benefit of the neighbourhood. You must allow us access to your home to do works.

(B) By you

10.2 You must get our written permission before you carry out any improvements or alterations to your home. This applies if you plan to change, for example, standard fittings or floor surfaces, as well as to more major works. We will consider safety, the impact on neighbours and future maintenance. You may need other permission too, for example planning or building regulation consents. We will discuss this with you at the time. For more information go to www.norwich.gov.uk/homeimprovements.

10.3 Remember that your home includes any garden area (see paragraph 1.8). You must get our written permission before you cut down trees, carry out other major landscaping or garden works or install sheds, other buildings, or structures.

10.4 Before making any changes to the boundaries of your home (particularly the garden area, see paragraph 1.8) you must get our written permission. Sometimes the precise boundaries of garden areas are not clear. It may be necessary for us to check our records for the housing estate to clarify where the boundary lies and who is responsible for it. If we have to intervene and carry out work in default due to any unauthorised alterations then you will be charged for the cost of the work, including any legal costs.

10.5 You may be entitled to compensation at the end of your tenancy for improvements you have carried out (see paragraph 16.4).

11. Arrangements for visits, inspections and carrying out work

11.1 You must allow us and our contractors access to your home to:

- conduct tenancy visits and inspections which include property condition, welfare and/or safety checks (welfare checks may be carried out where the council have concerns about: someone's wellbeing, safeguarding, lifestyle and/or sanitary conditions, which may impact upon the sustainability of a tenancy)
- carry out works of repair, maintenance, or improvement to your home.
- To test the services within the property such as electrics, gas, water and detectors.

11.2 You must allow us, and contractors authorised by us, access to your home to carry out works to other people's homes or for the benefit of the neighbourhood that cannot otherwise be reasonably carried out.

- 11.3 We must give you at least 24 hours written notice of any access appointment unless it is an emergency, in which case we may attend without notice.
- 11.4 We, or our contractors, may enter your home by any means necessary, including a forced entry if:
- it is an emergency
 - we have been unable to contact you despite all reasonable efforts (including, contact through your next of kin and any social or support worker), and have reason to believe that you are not in occupation of your home or that your well-being is at risk.
- 11.5 The timetable for carrying out repairs depends on all the circumstances. The more it affects your health, wellbeing and enjoyment of your home, the sooner we will do it. On the other hand, external repairs will often await the next planned programme of maintenance in the neighbourhood. We will discuss this with you at the time.
- 11.6 Before starting major works, we will discuss with you the timetable for the works and how to minimise inconvenience.
- 11.7 If we need you to leave your home while we do the improvement works, we will tell you. You must then leave your home for the period concerned. In such cases we will discuss arrangements for alternative temporary accommodation.
- 11.8 We must remove all associated rubbish, building materials and equipment from your home on completion of works carried out by us.
- 11.9 Under the right to repair scheme, if we fail to carry out certain works on time, you can ask us to employ an alternative contractor. Details are available on request.
- 11.10 Paragraph 14.16 explains your obligations to give access to your home in the period leading up to the end of the tenancy.
- 11.11 If you fail to provide access and we have to force entry, with or without a court order, then we will seek to recover any additional costs (including professional, trade or legal) from you.

12. Enforcing this agreement

- 12.1 As explained in paragraph 1.1, this agreement is a contract between us. We both have rights and obligations. The general rule is that either of us can enforce the agreement against the other in the County Court by civil action (as opposed to criminal action, which requires a higher standard of proof).
- 12.2 This part of the agreement explains how we will enforce it against you if necessary. If you believe that you have the right to take legal action against us and it is necessary to do so, we recommend that you contact a solicitor for advice.
- 12.3 Unless it is urgent that we take immediate legal action against you, we will contact you if we have cause for complaint. That way we hope to sort it out before it becomes

a major problem requiring legal action.

12.4 But we will not tolerate persistent or serious breaches of this agreement. If necessary, we will therefore apply to the court for an order against you. For example, the court may:

- end your tenancy, leading to your eviction
- issue an injunction or similar order against you to stop breaches of the agreement.

For some kinds of anti-social behaviour by secure tenants the court may also, or instead:

- suspend your right to buy for a specified period of time
- make a demotion order against you (as explained in paragraph 12.5).

12.5 Before applying to the court for a demotion order, we must give you a preliminary notice. That notice will explain the process. If the court makes a demotion order, your secure tenancy ends and is replaced with a demoted tenancy. The effect is that you begin a new trial period. During that period, you have less security and fewer rights, for example:

- your home is at much higher risk of repossession if you do not keep to this agreement
- you cannot buy your home
- you cannot exchange homes with other tenants (and your right to pass your tenancy on otherwise is restricted).

This agreement still applies to the demoted tenancy.

12.6 If we apply to the court for an order against you, we will include a claim that you must pay our legal costs.

13. Passing your tenancy on

13.1 The general rule is that you cannot pass your tenancy on to other people. When you no longer need your home, we must re-let it in accordance with our allocation policy. What follows in this part of the agreement are the exceptions to this general rule.

Death

13.2 In limited circumstances, a person may succeed you as a tenant of your home if you die during your tenancy. This means they will become the tenant. In housing law, it is called a succession. There can only be one succession of a tenancy.

13.3 If you die during your tenancy and you are a joint tenant, the tenancy continues for the remaining tenant. This counts as a succession to the tenancy. If you have become the tenant through succession, the tenancy cannot be passed on again if you die during your tenancy.

13.4 If you die during your tenancy and you are the only tenant and have not yourself previously become the tenant through succession, your tenancy might pass to a

member of your family if the following applies:

a. If your tenancy began before 1st April 2012, and:

- i. The member of your family is occupying your home as their only or principal home at the time of your death; and

Either:

- ii. The member of your family is your spouse or civil partner; or
- iii. The member of your family is a relation listed in our tenancy policy AND they resided with you for at least 12 months ending with the date of your death.

b. If your tenancy began on or after 1st April 2012, and:

- i. The member of your family is occupying your home as their only or principal home at the time of your death; and

Either:

- ii. The member of your family is your spouse or civil partner; or
- iii. The member of your family is a cohabitee who was living with you as your spouse or civil partner.

Exchanging homes with other tenants

13.5 **If you are a secure tenant**, you can exchange homes if you get our written permission to do so, with another secure tenant (or assured tenant of certain social landlords), if they, too, have written permission from their landlord. To apply go to www.norwich.gov.uk/houseexchange.

13.6 We can only refuse permission if we do so on grounds specified by legislation. If we want to rely on one of those grounds, we must say which one and why.

13.7 Exchanging your home with another tenant does not count as a succession, but if you are a successor to the tenancy in respect of the home you exchanged, you will continue to be a successor in respect of the tenancy of your new home and no further succession will be allowed if you die during that tenancy.

Relationship breakdown

13.8 Tenancies may be passed on by a court order in divorce or similar proceedings, subject to any objection we have. The court order may be to pass the tenancy from joint tenants to one tenant or to somebody who is not already a tenant.

13.9 If you are in this situation, you or your solicitor should check with us as soon as possible whether we might have an objection. We will only object if the kind of property is unsuitable for the prospective new tenant's household (in accordance with our allocation policy) or there are (or may be) tenancy management problems.

13.10 A tenancy passed on by a court order in divorce or similar proceedings does not count as a succession.

Qualifying successor

- 13.11 **If you are a secure or introductory tenant**, during your lifetime, you may pass your tenancy on to somebody who would be entitled to it on your death (see paragraphs 13.3 and 13.4), but only if you get our written permission to do so.

14. Ending the tenancy

(A) By you – Notice to quit

- 14.1 If you want to end your tenancy, you must give us formal notice (see paragraph 2.9). We can give you the form to use or you can go to www.norwich.gov.uk/endtenancy. It does not end the tenancy immediately. The tenancy will only end after four clear weeks (in other words, at the end of the four week period starting on the Monday after we receive your notice).
- 14.2 Remember that in the case of joint tenancies, notices to us are effective if given by one joint tenant only (see paragraph 2.10).
- 14.3 Once you have given us notice, you cannot change your mind. When the notice takes effect, everybody who lives at your home must leave. Nobody has an automatic right to be rehoused by us.
- 14.4 You should think carefully before ending the tenancy in this way, particularly if you are a joint tenant or there are other members of your household. If your intention to end the tenancy relates to a relationship breakdown, you should take advice about it. If you do not already have a solicitor advising you on the relationship breakdown, we recommend you see one.
- 14.5 If one joint tenant ends the tenancy in this way and the other tenant remains in occupation, we will only offer a new sole tenancy if the kind of property is suitable for the remaining occupant's household (in accordance with our allocation policy and/or tenancy policy) and there are no tenancy management problems.

(B) By us – Notice to quit

- 14.6 The general rule is that if we want to end your tenancy, we must get a court order. But in the following situations we can end it by giving you four weeks' notice to quit.
- 14.7 Non-occupation or sub-letting – We can end your tenancy by giving you four weeks' notice to quit if you:
- stop occupying your home as your only or principal home (or, in the case of a joint tenancy, if you both do)
 - sub-let or part with legal possession of your home (except in the limited way allowed and explained in paragraph 4.5).
- 14.8 Death – This paragraph applies if you die during your tenancy, you are the only tenant, and no family members are allowed to have the tenancy passed on to them (as explained in paragraphs 13.3 and 13.4). We can end the tenancy by giving four weeks' notice to quit. Paragraph 2.11 explains the formalities of how we can do so.

(C) By us – court order

14.9 Except where paragraphs 14.6 to 14.8 apply, we can only end your tenancy by getting a court order and then enforcing our right to possession.

14.10 Before we apply to the court for such an order, we must give you a preliminary notice. This is sometimes called a notice of seeking possession or a notice of proceedings for possession. The notice will explain why we want to end your tenancy and what rights you have.

14.11 We may then apply to the court.

- If you are an introductory or demoted tenant, you are at much higher risk of eviction. The court must make an order if the judge is satisfied that we have followed the right procedure. In other words, the judge has no discretion to consider the overall merits of the case.
- If you are a secure tenant, you have more rights when the case comes to court. The judge must be satisfied that we have followed the right procedure and proved one of the grounds for acting set out in legislation. In most cases the judge must also consider the overall merits and be satisfied that it is reasonable to make an order. And in some cases, the judge may suspend eviction. This will normally be on condition, for example, that you make specified payments or keep to this agreement in the future.

14.12 Paragraphs 12.4 and 12.5 explain how a demotion order can end a secure tenancy. But in that case, it is replaced with a demoted tenancy and this agreement still applies.

(D) By agreement – surrender

14.13 If everybody agrees, your tenancy can end immediately. In the case of a joint tenancy, both tenants must agree, as well as us.

14.14 If so, we can give you the correct form for signature by you (or in the case of joint tenants, both of you).

14.15 In some cases, an agreement to end the tenancy in this way can be implied. This often arises where you have abandoned your home (because you have, for example, moved out, stopped paying the rent or returned the keys to us).

(E) Access when your tenancy is due to end

14.16 Once a date has been set for your tenancy to end (following service of a notice to quit or a court order), we need to make sure we can re-let your home as soon as possible. You must allow us access to your home at that stage, both to check what works are needed before we re-let it, and to show it to prospective new tenants.

15. Occupation after your tenancy has ended

15.1 If Part 14(C) applies (tenancies ending by us getting a court order), your tenancy continues for as long as you remain in occupation.

- 15.2 If your tenancy ends otherwise (notice to quit by either of us or surrender), everybody must leave your home as soon as it ends. We may enforce our right to possession and evict anybody who does not do so by getting bailiffs to execute a possession warrant.
- 15.3 In exceptional cases, we may delay such enforcement action for a limited time. This may be to give remaining occupants an opportunity to move elsewhere. Or it may be pending our decision whether to offer them a tenancy of that property.
- 15.4 Technically, people remaining in occupation after a tenancy has ended do not pay rent. But we are entitled to payment of the equivalent amount. Those payments are sometimes called charges for use and occupation or mesne profits. People who make those payments can apply for universal credit or housing benefit just as they would if they had to pay rent.

16. Handing your home back to us

- 16.1 At the end of your tenancy, you must hand your home back to us in accordance with the following provisions of this part. Remember that your home includes any garden area (see paragraph 1.8).
- 16.2 You must:
- return your keys to us
 - give us vacant possession by not allowing anybody else to remain in occupation of your home
 - leave your home in good condition
 - leave your home clear of rubbish and all your personal property (see paragraph 16.5).
- 16.3 If you do not, we will re-charge you the cost of us putting things right. The amount of the re-charge could just be the cost of changing the locks. But if your home is in poor condition or somebody still occupies it, the re-charge will be a lot more. In these cases, the re-charge may cover the equivalent of the rent for the delay in being able to re-let your home and the costs of court action.
- 16.4 You may be entitled to compensation for improvements that you have carried out under paragraph 10.2. We can give you details of qualifying improvements and a claim form. There are time limits for claiming.
- 16.5 We are entitled to throw away any personal property (furniture, clothes, and other belongings) left in your home. We will:
- throw away immediately any personal property that is perishable, not practical for us to store or of no obvious value
 - store any other personal property for up to one month
 - if we have a forwarding address for you, write to you confirming that you may collect the personal property from storage during that month, provided you pay storage costs.

Remember that the main obligation is on you not to leave any personal property behind. We are not responsible for checking the value of it or keeping it safe. Nothing will be kept for more than a month.

If you require this booklet in another language or format e.g. large print, audio cassette or braille please contact Norwich City Council on 0344 980 3333 or email info@norwich.gov.uk

Published by Norwich City Council, *insert date* Norwich City Council City Hall · Norwich · NR2 1NH www.norwich.gov.uk

Appendix 4- Summary of Observations- consultation.

	Theme	Summary of responses	Norwich City Council response
Why would you refuse to allow staff working for or with the council into your home to do health, safety, and welfare checks?	Arrangements for visits, inspection and carrying out work	Welfare checks should be carried out by trained professionals (Police, NHS, Social Care etc.).	There are reasons why Norwich City Council staff may need to carry out welfare checks of tenants in their home, these include: for wellbeing, safeguarding, lifestyle concerns and sanitary conditions. We have therefore included this further explanation into the tenancy agreement. We will make referrals to professional agencies as deemed appropriate.
		For repairs, maintenance and compliance reasons it is ok, but I want privacy in my home otherwise.	Other situations we may wish to visit you in your home are to check on your or any other occupant's welfare for safeguarding purposes, verify who is living at the address and ensure the property is being used for its intended purpose. We would always provide prior notice of these visits unless it was an emergency.
	Repairs maintenance and safety	I'd rather pay for my own contractor to carry out work in my home.	Repairs that fall under the landlord responsibility will need to be undertaken by contractors that the Council procure so that we can ensure the work is completed satisfactorily and is compliant. Repairs that are a tenant's responsibility can be resolved by the tenant and a contractor of their choosing, however if you want to make any improvements or alterations to the property then you must get our written permission before you carry out that work.

	Theme	Summary of responses	Norwich City Council response
Why would you not report suspicion of domestic abuse or violence to the council?	Domestic abuse	I would report to the Police instead of the Council.	Reporting domestic abuse to the Police is a good step to take to protect and safeguard victims. The Council is currently developing a domestic abuse policy which will provide further advice and guidance on our approach to support and safeguard victims of domestic abuse and take any necessary action against perpetrators. The policy includes input from people who have experienced domestic abuse.
		Fear of repercussions.	The council adheres to the UK data protection regime, which includes the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Where applicable the council must comply with this legislation when processing your personal data. There are support services available for people who are experiencing domestic abuse, more information is available on the Council's website- https://www.norwich.gov.uk/info/20392/community_safety/1467/domestic_abuse_and_violence
		Don't wish to get involved.	The council adheres to the UK data protection regime, which includes the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Where applicable the council must comply with this legislation when processing your personal data. There are support services available for people who are experiencing domestic abuse, more information is available on the Council's website- https://www.norwich.gov.uk/info/20392/community_safety/1467/domestic_abuse_and_violence

	Theme	Summary of responses	Norwich City Council response
<p>What is missing from the tenancy agreement or policy that you think we should include?</p>	<p>Communal areas</p>	<p>The outside communal areas need to be kept in better condition- too many overgrown weeds, shrubs and the grass not being cut.</p>	<p>The vast majority of external communal areas within land owned by Norwich City Council's housing service are part of a grounds maintenance contract. We recognise the importance of providing well maintained areas for people to live in. This element was included within our Housing Management strategy 2023-2026, which recommends including resident feedback and monitoring to help maintain and improve standards in line with costs incurred.</p>
		<p>The internal communal areas need more cleaning by the Council.</p>	<p>Currently 1870 tenants receive a caretaking service. We are looking to increase this number and are currently trialling new sites receiving a caretaking service with a view to this becoming permanent as we recognise the cleanliness and safety of communal areas is important to our tenants</p>
		<p>Storage and charging facilities for mobility vehicles.</p>	<p>We are currently developing a mobility vehicle policy which will provide further advice and guidance on our approach to safe storage and charging of mobility vehicles for our tenant's and leaseholders.</p>
	<p>ASB3</p>	<p>Be clearer on what is anti-social behaviour and what the Council will do about it.</p>	<p>We are currently developing a new anti-social behaviour policy which will provide further advice and guidance on our approach to tackling anti-social behaviour.</p>

		<p>Why is door slamming being removed from the tenancy agreement as an example of anti-social behaviour?</p>	<p>Door slamming is being removed as being listed as a specific example of what might constitute anti-social behaviour because it is covered already by an existing line which reads under section 5.1 'loud music and other unreasonable noise'. Frequent and/or deliberate door slamming, particularly at unsociable hours could be classed as unreasonable noise.</p>
	<p>Repairs maintenance and safety</p>	<p>Repairs should be carried out on time by the Council.</p>	<p>The council acknowledges the importance of carrying out repairs in a timely manner. An improvement plan has been drafted and we have engaged a Repairs Improvement Consultant.</p> <p>In addition we have reviewed and developed a draft repair policy which will be subject to a consultation with the Council's tenants soon.</p>
		<p>Provide regular updates about repairs and programmed work/upgrades so the tenant knows what is happening and when.</p>	<p>The draft repair policy reviews how we engage with our tenants. Upon expiry of the consultation period for this policy we will review tenants' feedback about how they want the Council to communicate with them regarding repairs/programmed works.</p>

	Theme	Summary of responses	Norwich City Council response
<p>What are the proposed changes to your tenancy policy and agreement that you do not understand or support?</p>	<p>Rent</p>	<p>Will my rent go up?</p>	<p>The tenancy agreement, policy and strategy documents will not alter the amount of rent you pay. Any changes to your rent will be communicated to you separately, and typically on an annual basis prior to the beginning of each new financial year which begins in April.</p>
		<p>Remove the bedroom tax.</p>	<p>The bedroom tax (under occupancy charge) is legislated for by Central Government relating to housing benefit or universal credit and is not something that the Council can remove or change.</p>
	<p>Customer service and communication</p>	<p>What provision is there for deaf people to communicate with the Council?</p>	<p>We work in partnership with INTRAN, the interpretation and translation service for the eastern counties to arrange interpreters and translators, for free, to anyone requiring the following services:</p> <ul style="list-style-type: none"> -telephone interpreting -face-to-face interpreting -lip speaking/British Sign Language interpreting -translation of written council information

		How can documents be translated into other languages?	<p>into other languages -translation of written council information in other formats such as Braille, audiotape, and large print.</p> <p>If you need an interpreter, please let us know in advance of any appointment so we can arrange it. If this is not possible, we can use the telephone interpretation service instead.</p>
	ASB	The council does not do anything to tackle anti-social behaviour	<p>The Council takes anti-social behaviour seriously and you can find further information and guidance about what to do if you or somebody you know is experiencing anti-social behaviour on our website- https://www.norwich.gov.uk/info/20302/antisocial-behaviour-asb. We are currently developing a new anti-social behaviour policy which will provide further advice and guidance on our approach to tackling anti-social behaviour.</p>

Equality Impact Assessment

What is being assessed	Tenancy agreement, tenancy strategy and tenancy policy.	Status	First assessment of new proposed agreement, strategy and policy.
Officer completing	Lewis Parr	Role	Tenancy Services Manager
Team	Tenancy Services	Directorate	Community Services
Senior leadership team sponsor	Chris Hancock	Role	Interim Head of Housing and Community Safety

What are the main aims or purpose of the policy, practice, service or function? *(include links to project briefs, cabinet reports etc)*

The **tenancy agreement** provides the legal terms and conditions applicable to a tenant of Norwich City Council. It sets out what the Council expects of the tenant in respect of behaviours, and what the tenant can expect of the Council as a landlord.

A current and effective tenancy agreement is essential to enable the efficient management of the housing stock and protect the rights of individuals to enjoy living in their home.

The **tenancy strategy** explains what we expect from Registered Providers of social housing, and what we expect for tenants, including:

- the types of tenancies that will be granted.
- the length of fixed-term tenancies when these are granted.
- the circumstances under which a particular type of tenancy will be granted.
- the process for reviewing tenancies.

The **tenancy policy** sets out how Norwich City Council will manage tenancies within our owned housing stock. It covers granting, use of tenancy conditions relevant to introductory and secure tenancies, and any associated support and enforcement tools.

How does it fit with other services and policies, and how does it support our [corporate objectives](#) and [City Vision](#)?

Our Tenancy strategy, Tenancy policy, Housing Management strategy,

Our property services team and the Repairs policy, health and safety, compliance.

Our Community safety strategy and Tenant engagement strategy

It meets the following corporate objectives:

- People live well and independently in a diverse and safe city
- Norwich has the infrastructure and housing it needs to be a successful city
- Norwich City Council is in good shape to serve the city.

It supports the following City Vision themes:

- A fair city

What is the reason for the proposal or change (financial, legal etc)? *The Equality Act requires us to make this clear.*

Part of the drive to improve housing services and council homes is to improve the way council homes are managed. We wish to take positive action to encourage responsible behaviour. This requires the backing of a clear and accurate tenancy agreement. The Council's existing tenancy agreement has been in place since 2010 and some of the terms used within it are now outdated due to technical changes in the law. This opportunity has been taken to clarify some of the other conditions and expand on definitions where required. The new Conditions of Tenancy aim to be more easily understood and fully explain the rights and obligations of the council and its tenants. It also makes it easier for us to prove breaches of tenancy and act when necessary.

The Government introduced the requirement for all social landlords to publish a tenancy strategy and a tenancy policy within Localism Act 2011.

Equality Impact Assessment

Who implements, carries out or delivers the policy, practice, service or function? *(person/team/body and other organisations who deliver under procurement or partnership arrangements)*

The housing and community service directorate.

Other local registered providers relating to the tenancy strategy.

What outcomes do we want to achieve, why and for who?

An updated tenancy agreement that reflects current legislation and best practise, to allow for effective management of council homes as a landlord and to provide clarity for tenants.

We want the tenancy strategy to contribute to the continuation of mixed and balanced communities and prevent the unnecessary cycle for resettling families and individuals who are well placed in their current homes.

Our aim for our 14,500 secure tenants is to see families and individuals live well while contributing to their future, education, and wellbeing inside the home and local community.

The tenancy policy aims to provide safe and habitable homes to those who need them most, and to sustain healthy secure tenancies.

Will anyone be disproportionately affected by the programme, and/or will it create any benefits? *(customers, employees, groups in the wider community etc)*

Nobody will be disproportionately affected by this tenancy agreement.

It benefits staff and tenants by providing clear guidance on how Norwich City Council supports our tenants and acts proportionately when required to safeguard people and our assets.

If yes, complete the relevant sections below for any benefits and adverse impacts identified.

Equality Impact Assessment

Affected group	Key findings from analysis of data and evidence. Identify any gaps in data here	Level & type of impact: low/medium/high, positive/adverse	Justifiable if adverse	Actions to mitigate impacts, maximise benefits or address identified gaps in data	By when
Age	Secure lifetime tenancies offered by Norwich City Council provide reassurance and stability for tenants and prospective tenants, and this is promoted through tenancy strategy for registered providers too. Sheltered housing provide support to elderly residents to promote independent living.	Positive			
Disability	Home improvement team provide disabled adaptations for tenants following occupation therapist assessment.	Positive			
Gender reassignment		None			
Marriage and civil partnership	Succession criteria permits succession of tenancy for this group whether joint tenants or not, provided there has been no previous succession and they are residing at the property together at the point of death.	Positive			
Pregnancy and maternity		None			
Race/ethnicity	The documents will be translated for the top 5 most common first languages of	Positive			

Equality Impact Assessment

	tenants, aside from English as a default. Other languages aside from this can be translated upon request.				
Religion and belief		None			
Sex/gender		None			
Sexual orientation		None			
Other groups	Low-income households are provided tenancy support with the offer of money and budgeting advice.	Positive			
<p>What evidence and data has been used for this assessment, including community engagement and consultation? (include links to data sources, consultations etc) N/A</p> <p>Formal 8-week consultation with tenants and registered provides has taken place. Along with consultation with internal stakeholder teams.</p>					
<p>How has the equality impact assessment informed or changed the proposal? N/A</p>					
<p>What actions have been identified going forward? N/A</p>					
<p>How will the impact of your proposal and actions be measured moving forward? N/A</p>					

Once complete, email to: strategy@norwich.gov.uk For the assessment to be final, the relevant people agreeing it must sign off this section

Officer completing assessment	Lewis Parr	Date	18/10/2023
Senior leadership team sponsor	Chris Hancock	Date	

Equality Impact Assessment



Equality lead (strategy team)	Emma Smith	Date	
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