



# WOKINGHAM BOROUGH COUNCIL

A Meeting of an **INDIVIDUAL EXECUTIVE MEMBER DECISION** will be held in SF1 - Civic Offices, Shute End, Wokingham RG40 1BN on **MONDAY 19 MARCH 2018 AT 11.00 AM**

A handwritten signature in black ink, appearing to read 'Manjeet Gill'.

Manjeet Gill  
Interim Chief Executive  
Published on 9 March 2018

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# **WOKINGHAM BOROUGH COUNCIL**

## **Our Vision**

A great place to live, an even better place to do business

## **Our Priorities**

Improve educational attainment and focus on every child achieving their potential

Invest in regenerating towns and villages, support social and economic prosperity, whilst encouraging business growth

Ensure strong sustainable communities that are vibrant and supported by well designed development

Tackle traffic congestion in specific areas of the Borough

Improve the customer experience when accessing Council services

## **The Underpinning Principles**

Offer excellent value for your Council Tax

Provide affordable homes

Look after the vulnerable

Improve health, wellbeing and quality of life

Maintain and improve the waste collection, recycling and fuel efficiency

Deliver quality in all that we do

**For consideration by  
Richard Dolinski, Executive Member for Adult Services**

**Officers Present  
Simon Price, Head of Housing  
Luciane Bowker, Democratic and Electoral Services Specialist**

<b>IMD NO.</b>	<b>WARD</b>	<b>SUBJECT</b>	
1. IMD 2018 13	None Specific	<b>ADOPTION OF NEW TENANCY AGREEMENT FOR WOKINGHAM BOROUGH COUNCIL TENANTS</b>	<b>5 - 40</b>

**CONTACT OFFICER**

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# Agenda Item IMD13

## INDIVIDUAL EXECUTIVE MEMBER DECISION REFERENCE IMD 2018/13

<b>TITLE</b>	<b>Introduction of New Tenancy Agreement for Wokingham Borough Council Tenants</b>
<b>DECISION TO BE MADE BY</b>	Richard Dolinski Executive Member for Adults' Services, Health, Wellbeing and Housing
<b>DATE AND TIME</b>	19 March 11AM
<b>WARD</b>	None Specific
<b>DIRECTOR</b>	Graham Ebers, Director of Corporate Services
<b>REPORT TO BE PUBLISHED ON</b>	9 March 2018
<b>VENUE</b>	SF1 Shute End Wokingham

### **OUTCOME / BENEFITS TO THE COMMUNITY**

Introduces an updated version of Wokingham Borough Councils tenancy agreement for its tenants. This update incorporates legislative changes and best practice.

### **RECOMMENDATION**

That the Executive member for Health and Wellbeing approves the new tenancy agreement for Wokingham Borough Council.

### **SUMMARY OF REPORT**

The Council, in consultation with tenants, periodically reviews its tenancy agreement to take into account changes in legislation, incorporate best practices and also adapts to changes in society.

The agreement itself represents the contract between Wokingham Borough Council and its tenants. It sets out the respective rights and responsibilities of each party.

### **Background**

Wokingham introduced its current tenancy agreement in prior to 2008 and is no longer fit for purpose.

Wokingham Borough Council has revised its current tenancy agreement to reflect changes in the law and practice that have arisen in recent years and to enable the council to deal with issues such as anti-social behaviour more effectively. The council must follow a legally prescribed process to amend the terms of the tenancy agreement, including a consultation period with all tenants and issuing of a Final Notice of Variation before any new terms can be implemented.

### **Consultation**

Consultation with tenants regarding the new agreement commenced in February 2016, this was in the form of 20 public meetings, letters and surveys.

At the end of the consultation 245 written survey responses were received and 97 attended consultation meetings. The overwhelming majority of respondents were

positive;

- Is our draft tenancy agreement clear 93% agreed
- Is our draft tenancy agreement fair 92% agreed
- Have we missed anything 89 % said no

Where comments were made, these were considered by the project team and Shared Legal Services.

Following on from the end of the consultation period further representations were made by involved tenants regarding the timing of the introduction of the agreement, these have also been addressed.

The final agreement has been checked by legal as fit for purpose.

### **Next Steps**

The Tenancy Agreement will be introduced in the first quarter financial year 18/19.

Tenants will be advised of the changes with a statutory Notice of Variation to their existing agreements. They will receive a copy the new agreement as part of process.

### **FINANCIAL IMPLICATIONS OF THE RECOMMENDATION**

***The Council faces severe financial challenges over the coming years as a result of the austerity measures implemented by the Government and subsequent reductions to public sector funding. It is estimated that Wokingham Borough Council will be required to make budget reductions in excess of £20m over the next three years and all Executive decisions should be made in this context.***

	How much will it Cost/ (Save)	Is there sufficient funding – if not quantify the Shortfall	Revenue or Capital?
Current Financial Year (Year 1)	£2,000	Yes	Revenue
Next Financial Year (Year 2)			
Following Financial Year (Year 3)			

#### **Other financial information relevant to the Recommendation/Decision**

All costs relating to the project have been contained within existing Housing Revenue Account budgets, the mail out of the new agreement and associated costs is approximately £2,000.

#### **Cross-Council Implications**

The new agreement will contribute to improving the customer experience when accessing Council services, as it is much clearer on roles and responsibilities for landlord and tenant.

<b>SUMMARY OF CONSULTATION RESPONSES</b>	
<b>Director – Corporate Services</b>	No Comment
<b>Monitoring Officer</b>	No Comment
<b>Leader of the Council</b>	No Comment

<b>List of Background Papers</b>
Copy of new Tenancy Agreement Copy of Current Tenancy Agreement Equality Impact Assessment

<b>Contact</b> Simon Price	<b>Service</b> Housing
<b>Telephone</b> 01189743775	<b>Email</b> simon.price@wokingham.gov.uk
<b>Date</b> 28 February 2018	<b>Version No.</b> 1

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**WOKINGHAM**  
BOROUGH COUNCIL

Wokingham Borough Council

## **Tenancy Agreement**

### **IMPORTANT**

This Agreement is a legal document and contains the terms and obligations of your tenancy.

You should read it carefully and keep a copy.

**If you do not understand this agreement or anything in it, we strongly suggest that you ask for it to be explained to you before you sign it.**

You can speak to your Neighbourhood Officer, a solicitor, or Citizens Advice for advice.

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## **Part A. Introduction to Your Tenancy Agreement**

**Welcome to your tenancy with us.**

**If you need help understanding any part of this agreement, or need a copy on audio tape, or a version in another language, contact The Housing Service.**

1. This Tenancy Agreement sets out the basic conditions of your tenancy and explains what Wokingham Borough Council is responsible for, as your landlord, and what you are responsible for as our tenant. It also explains your rights as a tenant and ours as a landlord.
2. In this Tenancy Agreement, we refer to the property, including any garden or shed that is integral to the property as your home.
3. You have the right to live in your home without interference, as long as you use it as your only or principal home and do not break any of the conditions of your Tenancy Agreement, and as long as we don't have any grounds for possession.
4. If this agreement says that you need our written permission to do something, we will not refuse to give you permission, delay in giving our permission, or withdraw it, unless we have good reason.
5. If you break the terms of this Tenancy Agreement, we will take action against you. There is a range of legal action that we can take depending on the part of this agreement you have broken.
6. The terms of this agreement may be varied either by agreement between WBC and tenants or by a Notice of Variation served on them. Any variation to this agreement will not create a new tenancy.
7. More information and advice can be found in your Tenant Handbook (a copy of which will be given at the time you sign your new tenancy) or on our website: [www.wokingham.gov.uk/housing-and-tenants](http://www.wokingham.gov.uk/housing-and-tenants)

# Your Tenancy Agreement

By signing this agreement you are confirming that you have read and understood this document and agree to the conditions set out in it.

This Tenancy Agreement is between:

- Us, Wokingham Borough Council; and
- You, the tenant or tenants named below.

Tenant 1:

Tenant 2:

This Tenancy Agreement is for the property at:

Your tenancy is: (tick box)

**Introductory Tenancy.** Lasting one (1) year from \_\_\_/\_\_\_/\_\_\_ until \_\_\_/\_\_\_/\_\_\_ . Unless extended or ended, it will become a Secure Tenancy or a Flexible Fixed Term Tenancy.

**Flexible Fixed Term Tenancy.** Lasting a minimum of two (2) years; it lasts for \_\_\_\_\_ years beginning from \_\_\_/\_\_\_/\_\_\_ until \_\_\_/\_\_\_/\_\_\_ .

This is a  bedroom property that is suitable for  people.

You must not allow any more people to live in this property as your home will become overcrowded.

The people who will live in your home with you (your household) are named below.

	Full name	Date of birth	Their relationship to you
1	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>

You must pay us the following charges, **one week in advance**. Any other alternative payment arrangements are to be made by agreement.

Rent	<input type="text"/>
Service charge	<input type="text"/>
Other charges, if applicable (water, electricity, gas)	<input type="text"/>
<b>Total due every week</b>	<input type="text"/>

**Payments you owe from a previous Wokingham Borough Council tenancy**

You are responsible for the full amount owed from your previous tenancy at:

Address

Full amount owed:

You must pay off that amount in instalments of  £  a week every Monday with your rent.

If you miss an instalment we may demand that the remaining debt is paid in full immediately. You can only change the amount of your instalments if we agree to the change.

**Tenants' signatures:**

If this is a Joint Tenancy, both tenants must sign below.

Tenant 1:

Tenant 2:

Wokingham Borough Council Officer's signature:

Signature:

Print Name  
(Block Capitals):

Date:

Attach a  
passport-size  
photo of the  
tenant

Tenant 1

Attach a  
passport-size  
photo of the  
tenant

Tenant 2

## Part B. About Your Tenancy Agreement

<b>Introductory Tenancy</b>	<ol style="list-style-type: none"><li>1. An Introductory Tenancy is a tenancy that lasts for a 12 month trial period. At the end of the trial period, your tenancy will become a Flexible Fixed Term Tenancy, provided you have not broken any of the conditions of your Introductory Tenancy. If you break the conditions of your Introductory Tenancy we will carefully consider what action we will take and it is possible you will be evicted from your home. If this happens, it is highly unlikely that we will offer you another Introductory Tenancy elsewhere.</li><li>2. If we want to end your tenancy, or extend it for a further six (6) months, we will give you a Notice of Proceedings for Possession or a Notice of Extension, whichever is appropriate. You can ask us to review our decision to serve Notice of Seeking Possession or a Notice of Extension.</li><li>3. As an Introductory Tenant you do not have the same rights as a current Secure Tenant or Flexible Fixed Term Tenant. This means, as an Introductory Tenant, you do not have the right to:<ul style="list-style-type: none"><li>• Buy your home</li><li>• Vote to change your landlord</li><li>• Exchange your home (Mutual Exchange)</li><li>• Take in a lodger</li><li>• Sublet any part of your home</li><li>• Make any major alterations to your home</li></ul></li></ol>
<b>Secure Tenancy</b>	<ol style="list-style-type: none"><li>4. A Secure Tenancy is a type of tenancy that has no expiry date. We will not interfere with your right to live in your home unless we have to take legal action to end your tenancy because you have broken any of the conditions of this Tenancy Agreement. However, we are not allowed to evict you from your home without proving our case in a Court of Law. If the Court agrees with us, they will give us a court order that allows us to end your tenancy.</li></ol>
<b>Flexible Fixed Term Tenancy</b>	<ol style="list-style-type: none"><li>5. A Flexible Fixed Term Tenancy is a Secure Tenancy for the duration of its fixed term. During the fixed term we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy if you have broken any of the conditions in this Tenancy Agreement.</li><li>6. Before the end of your tenancy we will review your housing need and the way you have conducted your tenancy. If we decide not to renew your tenancy we will give you six (6) months' notice to vacate the property. We may not renew your tenancy if:</li></ol>

	<ul style="list-style-type: none"> <li>• You have sufficient savings or capital in place (£60,000 or more) to buy a property, a share in a property or fund a privately rented home.</li> <li>• You or members of your household have broken the conditions of this Tenancy Agreement (for example through persistent anti-social behaviour or your rent account is in arrears throughout the tenancy period).</li> <li>• The size and type of property you occupy is no longer suitable for your housing needs.</li> <li>• The gross income of your household is above the income threshold in the Council's Allocations Policy.</li> <li>• You have deliberately changed your circumstances with the intention of influencing your eligibility.</li> </ul>
<b>Demoted Tenancy</b>	<p>7. A Demoted Tenancy allows social landlords to reduce the security of tenure for tenants who take part in anti-social behaviour. If we need to demote a tenancy, this must be done through the courts.</p> <p>8. Demoted tenancies last for a year and remove a number of tenancy rights, including the Right to Buy and the right to exchange a property.</p>
<b>If you want to end your tenancy</b>	<p>9. You can end your Tenancy by giving The Housing Service four (4) weeks' notice in writing. Your tenancy must end on a Monday. We will expect you to pay any rent arrears when the tenancy ends. If you are a Joint Tenant, one tenant can end the tenancy by giving us notice.</p> <p>10. You can end your Flexible Fixed Term Tenancy, if you are a sole tenant or Joint Tenants, before the end date specified in Part A of this agreement by giving Wokingham Borough Council at least one (1) months' notice in writing. Notice must be given in the prescribed form 'Break Notice' (that is available from your Neighbourhood Officer) and be delivered by hand or post to The Housing Service, Civic Offices, Shute End, Wokingham, RG40 1BN.</p> <p>The Break Notice shall have no effect if:</p> <ol style="list-style-type: none"> <li>1) Vacant possession of the whole of the property is not given by the break date.</li> <li>2) There is existing material breach of any terms or conditions of the tenancy that are not resolved to the satisfaction of Wokingham Borough Council by the break date.</li> <li>3) The Break Notice does not comply with the requirements of this clause or is served otherwise than in accordance with this clause.</li> </ol>

	<p>11. When your tenancy ends, you must not leave anybody living in your home. If you do, we may take legal action to evict them and you may have to pay our legal costs.</p> <p>12. You must return all the keys of your home (including keys for shared areas and any garage, if it is included in the tenancy) to The Housing Service, Wokingham Borough Council by 12 noon on the day your tenancy ends.</p> <p>13. When you move out you must have paid your rent, service charge and any other charges in full.</p> <p>14. When you move out you must take all your belongings and rubbish with you, leaving your home in a clean and tidy condition. If you leave rubbish and belongings in your home, we will remove them and you will have to pay our costs.</p> <p>15. You must allow us to inspect your home and show potential new tenants around your home, provided we have given you reasonable notice, within the notice period.</p> <p>16. You must leave your home in a good condition. If you do not and we have to carry out works you may have to pay the cost in line with our Recharge Policy, a copy of which can be requested.</p>
<p><b>If we need to end your tenancy</b></p>	<p>17. We reserve the right to seek possession of your home if any of the Grounds set out in legislation are breached (see your Tenant Handbook for details).</p> <p>18. If your home is not your only or principal home or you have sublet all of your home, we will normally end your tenancy by giving you a Notice to Quit. This will give you four weeks' notice.</p> <p>19. We cannot evict you without a court having first made an order for possession.</p>
<p><b>If we need to end your Introductory Tenancy</b></p>	<p>20. If you are an Introductory Tenant and we need to end your tenancy, or extend it for a further six (6) months, we will give you a Notice of Proceedings for Possession or a Notice of Extension, whichever is appropriate.</p> <p>21. You can ask us to review our decision to end or extend your tenancy.</p>

<p><b>If we need to end your Secure Tenancy</b></p>	<p>22. For tenants who remain on a Secure Tenancy, if we need to end the Tenancy, we will give you a Notice of Seeking Possession. This notice will explain why we want to end your tenancy and tell you the day the court proceedings will start. This will usually be four (4) weeks after the date we issue the notice.</p>
<p><b>If we need to end your Flexible Fixed Term Tenancy</b></p>	<p>23. If we need to end your Flexible Fixed Term Tenancy before the expiry date in Part A we will give the tenant or tenants at least one months' notice in writing. This notice must be delivered by hand or post to your home address. The Break Notice may only be served where there is or has been a material breach of any terms or conditions of the Tenancy Agreement or where any other statutory ground for possession applies.</p> <p>24. Wokingham Borough Council may enforce our right of forfeiture of the property by obtaining an order of the court if any of the following occurs:</p> <ol style="list-style-type: none"> <li>1) Any rent is unpaid 21 days after becoming payable whether it has been demanded or not.</li> <li>2) Any breach or default of any term, condition or tenant requirements in this Tenancy Agreement.</li> <li>3) Any other statutory ground (legal ground) for possession applies.</li> </ol> <p>25. Where your tenancy is due to expire, we will review your tenancy nine (9) months before it is due to end. You must take part in the review or we will assume you do not want to stay in your home. We will take reasonable steps to make contact with you by visiting your home and writing to you. You should also seek to make contact with us.</p> <p>26. We will tell you if we decide not to grant you a new Flexible Fixed Term Tenancy and we will serve notice on you six (6) months before the end of the tenancy.</p> <p>27. You can ask us to review our decision not to grant you a new tenancy.</p> <p>28. We will serve a second notice, two (2) months before its end, to tell you that we are going to make an application to the court for an order to evict you from your home.</p>
<p><b>If we need to end your Demoted Tenancy</b></p>	<p>29. If your tenancy has been demoted and you continue to breach the conditions of this Tenancy Agreement, we will serve you with a Notice of Termination giving you 28 days' Notice to Quit. We can then apply to the County Court for a Possession Order and you could lose your home.</p>

## Part C. Responsibilities of the Landlord

This section explains what we, as a landlord, are responsible for. It also summarises our obligations to you the tenant under the terms of Section 11 of the Landlord and Tenant Act 1985. We only accept the duties given to us by the Act and we do not accept any wider obligations.

<b>Safety and maintenance</b>	<ol style="list-style-type: none"><li>1. We will manage and maintain all communal water tanks and pipework in the building and any water tanks in your home if one exists.</li><li>2. We will check and test all electrical wiring and ensure it meets the relevant standards prior to the start of your tenancy and during the tenancy if a 10 yearly test is required, the statutory requirement by law.</li><li>3. We will carry out fire risk assessments of all communal areas and review the assessments on a regular basis.</li><li>4. We will install a smoke alarm and carbon monoxide detector in your home at the start of your tenancy and inspect them annually.</li><li>5. New, incoming tenants will receive an Energy Performance Certificate (EPC) detailing the energy efficiency performance of their property.</li><li>6. We will carry out an annual gas safety inspection of any gas appliances we have supplied in your home and any additional appliances not installed by the Council.</li><li>7. We will conduct a survey of the property prior to the start of your tenancy and update our Asbestos Register.</li></ol>
<b>Insurance</b>	<ol style="list-style-type: none"><li>8. We will insure the structure of the building and our fixtures and fittings against loss or damage caused by certain risks. However, you are responsible for insuring your belongings in your home, garden, outbuilding and in any garage you rent from us.</li></ol>
<b>Our repairs responsibilities</b>	<ol style="list-style-type: none"><li>9. We will actively monitor repairs ordered by tenants. If found to be excessive we may get a surveyor to visit to resolve persistent failures, long-term defects or property abuse.</li><li>10. We will keep your home in safe condition by repairing and maintaining the items below:</li></ol>

	<ul style="list-style-type: none"> <li>• The structure and exterior of the dwelling. This includes chimneys, external decoration, external doors, windows, drains, fences fronting the public highway, garages, gutters, outside pipes, roofs, steps, walls and floors (but not floor coverings).</li> <li>• Kitchen sink units and bathroom basins, toilets, baths, and showers fitted by us but not floor coverings.</li> <li>• Electrical wiring, gas, water and soil pipes.</li> <li>• Space and water heating fitted by us.</li> </ul> <p>In flats and maisonettes we will repair and maintain in good condition the following items:</p> <ul style="list-style-type: none"> <li>• The common entrances, halls and stairways (including decoration).</li> <li>• The lifts and passageways.</li> <li>• The communal lighting, fire safety equipment and other communal amenities.</li> <li>• Doors, glass and windows in communal areas.</li> </ul> <p>11. We will complete repairs within a set timescale depending on the work required. For the timescales we adhere to, see your Tenant Handbook.</p>
<b>Dealing with Anti-Social Behaviour</b>	<p>12. If you report anti-social behaviour to us we will provide advice and assistance to help you resolve the situation. We will record and investigate all reports of anti-social behaviour and we will tell you what action will be taken.</p>
<b>Providing information and consulting tenants</b>	<p>13. You have the right to share your views about how we manage your home. We will encourage and support tenants to get involved in managing their homes, and you can find out the various ways you can do this in your Tenant Handbook.</p>
<b>Changing your agreement</b>	<p>14. Before we change this agreement, we must comply with any legal procedures to do this. This can be by agreement or by variation and we will consult you about any changes we are planning to make and consider your comments within a reasonable amount of time. We will then tell you when the change is to be implemented.</p> <p>15. This does not apply to changes to your rent, charges or other payments for services we provide, or if there is a change in the law.</p>

## Part D. Your Rights as Tenant

This section explains your rights, as a social tenant, to enable the peaceful enjoyment of your property.

<b>Transferring your tenancy (Assignment)</b>	<ol style="list-style-type: none"><li>1. You have the right to transfer your tenancy (once) to someone else. If you transfer your tenancy to someone else while you live there it is called an assignment. If your tenancy is transferred to someone when you pass away, this is called a succession (see below). You can transfer your tenancy if:<ul style="list-style-type: none"><li>• There have been no previous assignments or statutory successions.</li><li>• We give you written permission to transfer the tenancy to someone who would be able to take over your tenancy by succession after your death.</li><li>• We have received a court order instructing us to transfer the tenancy.</li></ul></li><li>2. Sheltered housing tenants and tenants of homes designated for specific needs can only transfer their tenancy to a person eligible to live in the same type of housing.</li></ol>
<b>Rights to pass on your Tenancy (Succession)</b>	<ol style="list-style-type: none"><li>3. Succession is where your Secure Tenancy passes on to someone after your death. Your statutory succession rights can be summarised as follows:</li><li>4. If you became a Secure or Flexible Tenant before 1 April 2012, when you die your tenancy will pass to your husband, wife or civil partner if they were living with you at the time of your death. If you do not have a husband, wife or civil partner, your tenancy can pass on to another member of your family who has been living with you for at least 12 months before your death. Family members includes your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece but does not include foster children.</li><li>5. If you became a Secure or Flexible tenant after 1 April 2012, your tenancy can only pass to your husband, wife, civil partner, or a person who lives with you as if they were a husband, wife or civil partner and if they were living with you at your home at the time of your death for 12 months.</li><li>6. If you have a Joint Tenancy and one of you dies, the tenancy will pass to the other Joint Tenant and this will count as a statutory succession.</li></ol>

	<p>7. If your tenancy passed to you when the previous tenant died, no one else has the right to succeed or take over your tenancy.</p>
<b>Mutual Exchange</b>	<p>8. You have the right to apply to exchange your home with another council tenant or housing association tenant. You must get our written permission before you exchange, and we can refuse this if you do not meet certain conditions set by law.</p> <p>9. Tenants in Sheltered Schemes can only exchange with another social housing tenant that meets the criteria for Sheltered housing.</p> <p>10. Introductory and Demoted Tenants cannot exchange their homes.</p>
<b>The Right to Buy</b>	<p>11. If you are a Secure Tenant or Flexible Tenant, you may have the Right to Buy your home, subject to meeting the eligibility criteria of the Right to Buy scheme.</p> <p>12. Introductory Tenants, Sheltered Tenants and some Secure Tenants that live in bungalows do not have the Right to Buy. Please call the Housing Service for details.</p>
<b>Lodgers</b>	<p>13. Secure Tenants, including Secure Tenants in Sheltered Schemes, and Flexible Fixed Term Tenants have the right to take in lodgers. A lodger is someone who lives in your home but doesn't have exclusive right to any one part of it. You cannot take in a lodger if overcrowding would result. You are responsible for any lodger's behaviour. We request you ask permission from the Housing Service to take in a lodger.</p> <p>14. If you decide to take in a lodger you must inform the relevant Council departments that you have done so, such as Housing Benefit (if applicable) and Council Tax.</p>
<b>Subletting</b>	<p>15. Secure Tenants and Flexible Fixed Term Tenants have the right to sublet part of their home but must get our written consent first. Subletting means that someone pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You must remain in occupation. You do not have the right to sublet the whole of your home, or the right to sublet any other connecting part of your home, such as a shed or garage.</p>

	<p>16. If you do sublet the whole of your home:</p> <ul style="list-style-type: none"> <li>• You will be breaking this Agreement and committing a criminal offence.</li> <li>• Your tenancy will cease to be secure.</li> <li>• We may seek possession of your home.</li> <li>• We will also recover any profits from the unlawful subletting.</li> <li>• You could lose any rights to future tenancies.</li> </ul>
<b>Alterations to your home</b>	<p>17. Secure Tenants and Flexible Fixed Term Tenants (including Secure Tenants in Sheltered Schemes) may make alterations to their home but must get our written permission before doing so. If required, you must also apply for planning permission and not start any alteration until it is granted. You may also need to comply with building regulations and any works certified with the Councils Building Control Team. If you make an alteration without our permission we may ask you to change it back. If you do not do this we may do the necessary works and charge you for the costs. The Housing Service will stipulate whether we, or the tenant, will take ongoing maintenance of any alteration.</p> <p>18. Alterations that are aids or adaptations, on medical grounds, will be considered by The Housing Service where required by you, your partner or a member of your family who is permanently resident in your household.</p>
<b>Right to Repair</b>	<p>19. If we do not complete repairs within a certain time you may have the right to do the work yourself in accordance with the Right to Repair scheme and seek compensation of up to £50, only if the repair costs less than £250.</p>

## Part E. What We Ask All Tenants To Do

This part explains what you as the tenant are responsible for.

<b>Living in your home</b>	1. You must live in your home as your only home or principal home.
<b>Paying your rent and other charges</b>	<p>2. You must pay your rent and any other charges (as set out at the start of this Tenancy Agreement) one week in advance.</p> <p>3. Service charges cover the cost of services such as lifts, grounds maintenance services, door entry systems and cleaning.</p> <p>4. You must also pay any rent or other charges you owe from a previous council tenancy with Wokingham Borough Council.</p> <p>5. If you have a Joint Tenancy, each Joint Tenant is responsible for paying the rent and other charges. If one Joint Tenant moves out of your home, the full weekly rent amount and any other amounts you owe us under this Tenancy Agreement must still be paid.</p> <p>6. If you do not pay any amount you owe us when it is due, depending on the circumstances, we will send you notice that we will apply for a court order so we can take back your home. If we do this we will apply to the court for you to pay our legal costs and court fees on top of the full amount you owe us.</p> <p>7. We will give you four (4) weeks' notice, in writing, of any change in rent as well as service charges and any other charges.</p>
<b>Going away</b>	8. You must not leave your property for more than 28 days without providing The Housing Service with reasonable notice. You must also tell us when you anticipate returning to the property and the reason for your absence and provide details of who can give access to the property during the period of absence, should it be required by us.
<b>Running a business from your home</b>	<p>9. You must not use your home to run a business without first obtaining our permission in writing.</p> <p>10. You must inform Council Tax, plus seek and obtain planning permission if appropriate.</p>

	<p>11. For more information on the type of businesses you can run from your home, please refer to your Tenant Handbook.</p>
<p><b>Overcrowding</b></p>	<p>12. You must not allow your home to become overcrowded. The maximum number of people your home is suitable for is specified in Part A of this Tenancy Agreement.</p> <p>13. If we become aware of overcrowding that is not permitted, we may evict you. Ask your Neighbourhood Officer if you have any concerns about overcrowding.</p>
<p><b>Your repair and maintenance responsibilities</b></p>	<p>14. You are responsible for minor repairs and for decorating inside your home. Details of what you are responsible for are given in your Tenant Handbook.</p> <p>15. When you find a repair that is our responsibility you must tell us as soon as possible. We will only authorise repairs that are necessary.</p> <p>16. You and anyone living with or visiting you must keep your home, including its fixtures and fittings, clean and in good condition.</p> <p>17. You are responsible for any damage or repairs caused because you (or anyone living with or visiting you), have not looked after your home properly. If we have to carry out repairs to your home in these circumstances you will have to pay our costs reasonably incurred.</p>
<p><b>Access to your home</b></p>	<p>18. You must allow our employees, contractors, statutory bodies and people we authorise into your home to carry out maintenance, improvements, repairs, alterations, inspections, or safety checks that may be necessary. We will give you notice and the reason for any planned visit. If you do not allow access to your home, we may take legal action to gain access and you will have to pay our costs.</p> <p>19. In an emergency situation or if we think that you or your neighbours are at risk of injury or there is likely to be a danger that the property is, or will be, damaged and you refuse us access, we will force entry. If we have to do this, we will make sure your home is secure when we leave. We will repair any damage caused by us forcing our way into your home, unless we have to do so as a result of your carelessness or neglect, or if you unreasonably refuse us access.</p>

	<p>20. You must ensure the safe passage of our staff or any authorised representatives whilst they are in your home carrying out their duties. You should always ask for identification from any person asking to enter your home who claims to be from the Council or who is on authorised Council business.</p>
<p><b>General safety</b></p>	<p>21. Health and safety is everyone's responsibility. You can help if you can report any health and safety problems to us.</p> <p>22. You must tell us if you or a member of your household needs to use and keep medical gases or equipment in the home as this could prevent them from being able to leave the building quickly in an emergency.</p> <p>23. You must not alter, remove, damage or replace any safety device (such as window locks, security grilles, fire or security doors) either in your home or in shared areas.</p> <p>24. You must not allow an accumulation of personal property to prevent or obstruct any inspection, works or service conducted by or on behalf of the Council, cause structural damage to the property or pose a health and safety risk. You will be asked to dispose of excess items if you cause such risks. If you refuse to dispose of excess items the council may enforce clearance by taking appropriate legal action.</p>
<p><b>Gas safety</b></p>	<p>25. You, and anyone living with you, must not interfere with any fixture or fitting, or carry out any work that affects the gas supply to your home. Such work may only be carried out by National Grid, gas utilities companies or their authorised contractors or the Housing Service's authorised contractors.</p> <p>26. We have a legal obligation to inspect and service installations in your home for the supply of gas (including flues) at intervals of no more than 12 calendar months to comply with our duties as a landlord. We will give you notice, either by letter or telephone, when we need to access your home for these purposes. However, in cases where we are unable to gain access, despite being in accordance with our annual gas safety inspection process, we reserve the right to gain access to your home without your consent, solely to enable us to perform our legal obligation. In such cases we will immediately re-secure your home and rectify damage caused. We will charge you for the costs incurred if we have to do this.</p>

	<p>27. You must let our contractors into your home to carry out a gas safety inspection each year. We will give you written notice of when the check will be carried out.</p>
<b>Fire safety</b>	<p>28. You must take precautions to prevent fire damage in your home. This will include making sure any smoke or fire alarm in your home is in working order and tell us if any are not working.</p> <p>29. You must not install any wood burning stove, gas fire, gas appliance or similar appliance without our written permission. We advise not to use LPG (Liquid Petroleum Gas) or paraffin heaters as they cause a significant health and safety risk. If you do have either of these they must have a valid safety check certificate. You must not keep any dangerous or flammable goods materials or substances in your home, apart from those used for general household purposes, such as domestic cleaning products.</p>
<b>Fixtures and fittings</b>	<p>30. You, or anyone living with or visiting you, must not interfere with any fixture or fitting to the fabric of the building.</p> <p>31. You, or anyone living with or visiting you, must not overload or interfere with any fixture or fitting for electricity supplies. Any maintenance of electrical fixtures and fittings must be carried out by a qualified contractor.</p> <p>32. You, or anyone living with or visiting you, must not interfere with any fixture or fitting that affect the water supply.</p>
<b>Rats, mice and pests</b>	<p>33. It is your responsibility to keep your home free from vermin such as fleas, rats, mice and other pests, although the Housing Service will deal with vermin on a case by case basis, depending on the situation.</p> <p>34. The Housing Service will deal with vermin in communal areas.</p>
<b>Gardens, hedges and trees</b>	<p>35. If you have a garden that only you and your household can use, you must keep it in a tidy and safe condition and free of rubbish and pests. If you fail to do this, we may carry out the necessary work and you will have to pay our costs.</p> <p>36. Any hedges in your garden must be trimmed regularly so as not to cause an obstruction to public footpaths and walkways.</p>

	<p>37. If you have a tree in your garden and believe it to be a hazard, or think there is something wrong with it, you must report it to the Housing Service.</p>
<p><b>Smoking</b></p>	<p>38. We understand that you may wish to smoke in your home but you must make sure that you do not smoke when employees of Wokingham Borough Council, or our agents or contractors, attend your home by appointment. "Smoking" includes electronic cigarettes.</p> <p>39. You, or anyone living with or visiting you, must not smoke in stairwells on landings or other enclosed communal areas such as corridors, and entrances.</p>
<p><b>Shared areas, obstructions and storage</b></p>	<p>40. If we do not provide a caretaking service, you are responsible, with other tenants, for cleaning shared areas at the front, side and rear of your home. If you do not do this we will clean the shared areas and you will have to pay our costs.</p> <p>41. You must keep all shared areas free from obstructions. You must not keep any items that will block someone's access, including waste, which can cause a health and safety risk or is likely to cause a nuisance, in corridors, landings, walkways, stairwells or any shared area. If you do, we will remove them and you will have to pay our costs for doing this.</p> <p>42. You must arrange to store any motorised mobility scooter, bicycles and buggies when not in use. These cannot be kept inside the communal parts of the building. You must not charge your mobility scooter in the communal parts of the building and ensure any mobility scooter does not block fire exits. This is to make sure that the emergency services can get into your home easily in an emergency and does not compromise the safety of the communal area.</p> <p>43. You, or anyone living with or visiting you, must not enter, or try to enter, any unauthorised areas such as shared loft space or storage areas.</p>
<p><b>Anti-Social Behaviour</b></p>	<p>44. You must be considerate towards neighbours, respect the neighbourhood and make sure family members and visitors do the same.</p> <p>45. You must not cause, or allow others to cause a nuisance or annoy any other person. You should also tell us if any other person causes a nuisance to or annoys you or anyone else in the area.</p>

	<p>Examples of nuisance include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Playing loud music</li> <li>• Shouting and screaming</li> <li>• Noise or fouling from pets</li> <li>• Being drunk and causing a nuisance</li> <li>• Dumping rubbish</li> <li>• Using or threatening to use violence</li> <li>• Using abusive or insulting words or behaviour</li> <li>• Damaging or threatening to damage another person's property or possessions</li> <li>• Causing any damage to any council or other property (including graffiti)</li> <li>• Rude or indecent behaviour</li> <li>• Drinking in shared areas</li> <li>• Failing to control children who are causing a nuisance</li> <li>• Letting water leak into other properties</li> <li>• Causing any harassment of any kind (such as racial harassment)</li> <li>• Inappropriate driving of any motor vehicle or the revving of engines</li> <li>• Causing harm to any person</li> <li>• Committing a criminal offence</li> </ul> <p>46. You must not use, or allow anyone else to use, the property or shared area for any unlawful purpose (for example using, making, storing or supplying drugs, prostitution or handling stolen goods).</p>
<b>Violence and abuse</b>	<p>47. You or anyone who lives with or visits you, must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living with you. If you do use violence or abuse, and a person or their children have to leave your home because of your behaviour, we may take legal action against you. This could result in us evicting you from your home.</p>
<b>Animals</b>	<p>48. You must not keep any pet, animal, bird or reptile that is likely to cause a nuisance, cause the animal distress or are likely to be a danger to anyone, including members of your own household.</p> <p>49. You must not allow your home or garden to become unhygienic as a result of you keeping any pet, animal, bird or reptile.</p> <p>50. You must not allow your pets, animals or birds to damage any council property.</p>

<b>Dogs</b>	<p>51. You may keep a dog without our written permission where your home has its own self-contained garden.</p> <p>52. In all other circumstances, you must not keep any dog unless you first obtain our written permission. We will not give our permission for any dog where we consider that your home and locality does not have facilities we consider to be suitable for keeping a dog.</p> <p>53. It is a legal requirement for all dogs to be microchipped and all contact details up to date.</p> <p>54. Any dog must not cause a nuisance to neighbours or cause a danger to anyone, including members of your own household. Any tenant that owns a dog that continues to cause a nuisance, or is a danger to anyone, will have their permission to keep the dog revoked.</p> <p>55. You must not keep any dog that is dangerous or one that is banned by law or keep a dog for breeding or fighting purposes.</p>
<b>Parking</b>	<p>56. All tenants' vehicles that are left on the Council's land must be roadworthy, have a valid MOT and up-to-date tax and insurance. Any vehicle that has a Statutory Off Road Notification (SORN) displayed must be kept off the road.</p> <p>57. You, or anyone living with or visiting you, must not repair, maintain or service any vehicle on our land, other than for routine servicing to a vehicle registered with the Driver and Vehicle Licensing Agency (DVLA) at your address or emergency repairs necessary to take it to a garage.</p> <p>58. You, or anyone living with or visiting you, must not park any vehicle that causes an obstruction in the road or park in a way which restricts others use of their gardens, driveways or causes a health and safety risk.</p> <p>59. You must not park any vehicle on any grass verges.</p> <p>60. You must not store any dilapidated vehicles on your property, car park or in the street.</p>
<b>Garages</b>	<p>61. If a garage is provided with your home you cannot exhibit any sign, notice or board on any part of the garage or use any part of the garage for business or commercial reasons.</p>

## Part F. Important Information

<b>Consulting you</b>	<ol style="list-style-type: none"><li>1. We will consult you about any changes we want to make to your Tenancy Agreement, unless the changes are statutory by law. If we make any changes to the Tenancy Agreement that are not statutory by law, we must consult you, take account of your views and give you four (4) weeks' notice before they are implemented.</li><li>2. We will also consult you on any other matters relating to how we manage our housing if we think that those matters are likely to have a substantial effect on tenants.</li></ol>
<b>Information we hold about you</b>	<ol style="list-style-type: none"><li>3. Data Protection laws set out how we can use and store your confidential details. Your personal data will be processed in accordance with current Data Protection legislation. The law currently states that personal data the Housing Service holds shall be:<ul style="list-style-type: none"><li>• Processed lawfully, fairly and in a transparent manner in relation to individuals.</li><li>• Collected for specified and legitimate purposes and not used in any other.</li><li>• Relevant and limited to what is necessary in relation to the purposes for managing tenancies.</li><li>• Will be accurate and kept up to date and ensure any personal data that is inaccurate are erased or rectified without delay.</li><li>• Keep personal data for no longer than is necessary for Housing Service purposes.</li><li>• Ensure appropriate security of the personal data, including protection against unauthorised or unlawful use and protect against accidental loss, destruction or damage.</li></ul></li><li>4. If you want to see a copy of the information we hold about you, contact The Housing Service.</li><li>5. We keep information about you which we use to meet our responsibilities to manage your tenancy and maintain your home.</li><li>6. We may use information held by us for the purposes of law enforcement, regulation and licensing, criminal prosecutions, fraud prevention and court proceedings.</li></ol>

## **Serving Notices**

7. Any notice we serve on you will be correctly served if we deliver it by hand to the property or send it by recorded delivery.

8. You should send any notices, including legal notices to:

The Housing Service  
PO BOX 154  
Shute End  
Wokingham  
RG40 1WN.

You can also email notices to [housing@wokingham.gov.uk](mailto:housing@wokingham.gov.uk) but we recommend sending any notices by post.

## Part G - Definitions

<b>Anti-Social Behaviour</b>	Someone acting in a manner that caused, or was likely to cause, harassment, alarm or distress to one or more persons not of the same household as himself.
<b>Alterations</b>	Making a change to the property. A minor alteration such as decorating a room in the property is allowed by the service. Major alterations like combining two rooms into one are not allowed without seeking permission from the Housing Service.
<b>Assignment</b>	<p>Assignment is one of the ways a Secure tenancy can be legally transferred from one person to another during their lifetime.</p> <p>When a tenancy is assigned to another, all the rights and responsibilities are passed from the original tenant to the new tenant. The right to assign a tenancy depends on the type of tenancy you have and you must have our permission before you can assign a tenancy to another individual.</p>
<b>Communal areas</b>	Shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roadways, paths and all other access areas leading to or from the premises.
<b>Demoted Tenancy</b>	A council tenancy for one year, which is ordered by a court, due to anti-social behaviour or breaching this Tenancy Agreement. A demoted tenant loses some of the rights of a Secure Tenant. If the landlord is not satisfied that a demoted tenant's behaviour has improved, the period of one year can be extended, or the tenant potentially evicted. If the landlord is satisfied that the behaviour has improved, a Secure or Flexible Fixed Term Tenancy can be given, depending on what type of tenancy the tenant had originally.
<b>Extension of an Introductory Tenancy</b>	The introductory period of your tenancy can be extended for a further six (6) months if you do not carry out your responsibilities outlined in this Tenancy Agreement.
<b>Fixtures and fittings</b>	All appliances and fixtures in the property, including those which supply or use electricity, gas and water.
<b>Flexible Fixed Term Tenancy</b>	A Secure Tenancy, granted under the Housing Act 1985 as amended by the Housing Act 2016. The Flexible Fixed Term Tenancy will last between 2 to 10 years, unless there are certain circumstances.
<b>Forfeiture</b>	The loss or giving up of the property for Fixed Term tenancies if the conditions of this Tenancy Agreement have been broken.

<b>Garden</b>	Lawns, paved areas, hedges, flower beds, trees, shrubs, outside walls and any fences that are included with your property.
<b>Harassment</b>	This includes: <ul style="list-style-type: none"> <li>• Behaving or acting in a way which threatens the physical or mental safety of any other person.</li> <li>• Any behaviour which has a harmful effect on any person's enjoyment of their home or environment.</li> <li>• Damaging or threatening to damage property which belongs to another person, including damage in any part of a person's home.</li> </ul>
<b>Home</b>	The property in its entirety in which you live in including the garden, balcony and shed (only if the property has them). This does not include any shared areas.
<b>Improvement</b>	Any alteration or addition to your home.
<b>Injunction</b>	A court order preventing someone from doing something. You may be arrested if you break the terms of an injunction.
<b>Introductory Tenancy</b>	A tenancy granted under the Housing Act 1996. An Introductory Tenancy will normally last for 12 months and it will automatically become either a Secure Tenancy or a Flexible Fixed Term Tenancy at the end of 12 months as long as we have not started possession proceedings or extended the Introductory Tenancy period.
<b>Lodger</b>	A lodger is a person who: <ul style="list-style-type: none"> <li>• Lives with you by your consent.</li> <li>• Pays you rent for the use of one or more rooms and/or other amenities (for example, meals or laundry).</li> <li>• Does not have exclusive possession of any part of your home (that is, you have normal access to his/her room(s) for cleaning and other purposes).</li> <li>• Does not have a separate key for his/her room(s).</li> </ul>
<b>Mutual exchange</b>	When you swap your home with another tenant.
<b>Notice to Quit</b>	When you want to end your tenancy by giving the service four (4) weeks' notice in writing.
<b>Overcrowding</b>	Overcrowding is where the number of people living in your home is more than the law allows because there are not enough bed spaces for everyone. Overcrowding is defined by the number of people who stay in a room and the amount of space they have there. People must not sleep in rooms other than the living room or bedrooms.

<b>Partner</b>	Your husband or wife or someone living with you as if they were your husband or wife including same-sex or civil partners.
<b>Possession order</b>	An order that can only be granted by the courts. The reasons why we can seek a possession order are set by law under the Housing Act 1985 and are described in the Tenant Handbook, under Grounds for Possession.
<b>Relative</b>	This includes parents, children, grandparents, brothers, sisters, uncles, aunts, step-relatives, adopted children, grandchildren, nephews and nieces, but not foster children.
<b>Rent</b>	In this agreement the word 'rent' means all charges you must pay under the terms of this agreement including, for example, service charges.
<b>Secure Tenancy</b>	A tenancy in line with Section 79 of the Housing Act 1985.
<b>Security of tenure</b>	Your right to live in your home under the Tenancy Agreement as long as it is your only or principal home.
<b>Service charge</b>	An amount we charge in addition to rent to cover services we provide to homes which share areas of their property with other households. For example, maintaining grounds, shared lighting and cleaning the estate and so on.
<b>Shared areas</b>	All parts of the building which all tenants share, for example, the hallways, lifts, stairs, shared landings, shared laundry room, shared lounges and shared gardens.
<b>Sheltered housing</b>	A scheme designed for older people (usually over 60), to live independently but with some support services.
<b>Subletting</b>	<p>When you let another person live in your property and charge them rent to live there. Subletting means you give a tenancy to someone else. They are known as a sub-tenant.</p> <p>A sub-tenant is a person who:</p> <ul style="list-style-type: none"> <li>• Lives with you by your consent.</li> <li>• Pays you rent for the use of one or more room(s) and/or other amenities (for example, meals or laundry).</li> <li>• Has exclusive possession of part of your home (that is, you do not have normal right of access to his/her room(s) for cleaning or other purposes without permission).</li> <li>• Has a separate key for his/her room(s).</li> </ul>

<b>Tenant/Sheltered Handbook</b>	Documents that provide guidance and advice on maintaining your tenancy.
<b>Us, we, our, the landlord</b>	Wokingham Borough Council.
<b>Vehicle</b>	For example, a car, van, bike, boat, trailer, caravan, motorcycle, lorry or agricultural vehicle.
<b>You</b>	The tenant and, if you are a Joint Tenant, any one or all of the Joint Tenants.

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## Appendix C: Equality Impact Assessment (EqIA) for Click or tap here to enter title.

Date: 01/03/2018	Scheduled refresh date: <small>Click or tap to enter a date.</small>	Version: 1
Service: Housing Service	Completed by: Simon Price/Baljinder Reyatt	Signed-off by: <small>Click or tap here to enter text.</small>
<b>What key decision activity are you completing this EqIA for?</b>		
Policy/Strategy <input type="checkbox"/>	Decision <input type="checkbox"/>	Service <input checked="" type="checkbox"/>

<b>STAGE 1: INITIAL SCREENING</b>		
<b>1.1: Did you answer yes to any question in the EqIA Criteria Checklist?</b> <i>(Source: EqIA Criteria Checklist, Appendix B, EqIA Guidance)</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<i>If yes, please complete the template. If no, please provide an explanation below of why an EqIA is not required for the policy, function or service work you are implementing.</i>		
<small>Click or tap here to enter text.</small>		
<b>1.2: What are the aims and objectives of the policy/strategy, decision or service?</b>		
The main objective of the new Tenancy Agreement is to provide tenants and staff with a new Tenancy Agreement. The aim of developing the new Tenancy Agreement was to make it clearer (in Plain English); to reflect current housing law (Housing Act 2016) and to replace the current Tenancy Agreement, which is over ten years old.		

<b>STAGE 2: SCOPE AND DEFINE</b>	
<b>2.1: Who are the main beneficiaries of the policy, decision or service?</b>	
<i>List the groups the work is targeted or aimed at.</i>	
<p>Housing Service tenants will be one of the main beneficiaries of the new Tenancy Agreement. The new Agreement makes it clearer the new tenancy types that the service will offer to new tenants, with the introduction of Flexible Fixed Term Tenancies and how tenancies may be ended by tenants or the Housing Service. The terms and conditions have also been made clearer and easier to follow, making them more concise and in Plain English. The new Agreement has been split into different sections highlighting the responsibilities of the Housing Service and the responsibilities of tenants, which were difficult to follow in the previous Agreement. The new Agreement also contains a 'definitions' section making it easier for tenants to understand the various housing related terms used by the service.</p> <p>The new proposed Tenancy Agreement will also benefit Officers in the Housing Service. With the new Agreement being more concise and split into numbered clauses Officers will be enabled to easier explain terms and conditions to tenants. The addition of including new tenant details and tenancy types within the Agreement will enable less paperwork for Officers when conducting new tenant sign-ups, improving the process. The new Agreement also requires new tenants to provide passport sized photos (put into the Agreement) and outlines the maximum number of people that can reside in the property they are moving into, helping to reduce fraud.</p> <p>The introduction of Flexible Fixed Term Tenancies will also enable greater control of the housing stock; ensuring properties with multiple bedrooms can be used for families. Please note existing tenants who already hold a Secure Tenancy will not lose their Secure Tenancies.</p>	
<b>2.2: Who has been involved in the creation of the policy, decision or service? Who will it impact?</b>	
<i>E.g. focus groups, interviews, staff, service users. Also identify any groups, in addition to the main beneficiaries, the work may impact</i>	
<p>An extensive consultation period was held during the development of the new Tenancy Agreement. Initial consultations were held with all Housing Service staff, split by various teams. Following the initial staff based consultation, a consultation was held with all the Housing Service's Involved Tenants and the final consultation held was with the tenant base. A total of eleven consultations were held across the Borough, one in each Parish. Public consultations were also held at each of the service's Sheltered Schemes so Sheltered Scheme tenants had the opportunity to provide feedback.</p> <p>Each household was sent a consultation pack which included a draft copy of the new Tenancy Agreement; a comparison document was created, highlighting the key differences between the existing Agreement and the proposed new Agreement; a list of public consultations (dates and times) held across the Borough so any questions/issues tenants may have had could be discussed in person with Housing Service Officers and a questionnaire so tenants could provide feedback to the service if they could not attend one of the public consultation dates.</p> <p>Shared Legal Services were also consulted throughout the development and production of the new Tenancy Agreement to ensure that all legal requirements were met and it was fair to tenants. On two separate occasions external legal Counsel was sought to provide clarity on certain issues and legal grounding.</p> <p>The final draft the new Tenancy Agreement was approved and signed off by the Housing Service's Involved Tenant Groups to ensure it was fit for purpose for the tenant base.</p>	

**STAGE 3: INFORMATION GATHERING/EVIDENCE**

**3.1: What Secondary Data did you use in the creation of this EqIA?**

*Secondary data is data collected by someone other than the user. Common sources of secondary data for social science include censuses, organizational records and data collected through qualitative methodologies or qualitative research)*

Extensive research was conducted before the draft Tenancy Agreement was developed. The main source of secondary data used was researching other local authorities Tenancy Agreements. A project group was formed that assessed eight different Tenancy Agreements and this research helped shape the length, layout and design of the Housing Service's new Tenancy Agreement.

**3.2: What Primary data did you use in the creation of this EqIA?**

*Primary data is data collected by the investigator conducting the research, for example data collected through consultation, questionnaires or focus groups*

The public consultations (not including Sheltered Schemes) were attended by 116 tenants across the Borough and were managed by the Policy and Performance Officer for Housing and the Housing Manager. The service received 245 questionnaires from tenants who could not attend one of the public consultations. Of these 245 tenants, 92% felt the new Agreement was clear; 93% felt the new Agreement was fair and 89% stated nothing of importance was missed in the new Agreement.

**STAGE 4: ASSESSING THE IMPACT**

*Please complete the impact assessment table below by identifying any function or service that is likely to touch on any of the 3 main duties of the Equality Act 2010, then select the protected characteristic that maybe effected by the decision.*

**STAGE 5: ADDRESSING THE ISSUES**

*Once you have identified the impacts, please consider ways to tackle each of the negative impacts identified in order to mitigate them by completing the mitigation section of the table.*

**4 & 5: IMPACT ASSESSMENT AND ACTION PLAN**

Consider the 3 main duties set out in the Equality Act 2010

1. Eliminate discrimination, harassment, victimisation and other conduct that is prohibited under the Act
2. Advance equality of opportunity between persons who share relevant protected characteristics and persons who do not share it
3. Foster good relations between persons who share a relevant protected characteristic and persons who do not share it

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Protected Characteristics	IMPACT ASSESSMENT			MITIGATION			
	(+ve / 0 / -ve)	Nature/Explanation	Main Duty (1-3)	Action required	Who is responsible?	By when?	Expected outcome
Race	+	The Housing Service has a number of tenants from different ethnic groups whose first language is not English.	3	Ensure the new Tenancy Agreement is available in different languages if required. The Housing Service will offer to provide a translation of the new Tenancy Agreement in any language if required. This has already been required during the consultation phase where draft Agreements were translated into Arabic, Urdu and Polish so those tenants could take part in the consultation.	Policy and Performance Officer.	As and when required.	Enabling tenants whose first language is not English to understand the new Agreement and adhere to the terms and conditions within.
Disability	+	The Housing Service has a number of tenants who have disabilities.	2/3	To ensure those who have low literacy skills or are partially sighted, an audio version of the new Tenancy Agreement will be created. The service will so offer brail translations for tenants who are partially sighted or registered blind. In addition to this, Officers will be asked to offer any help to tenants who are unsure of anything it contains should they require. A brail translation of the draft Agreement was created when requested during the consultation phase.	Policy and Performance Officer/Housing Officers/Tenancy Sustainment Officers/Housing Management Team. Training has provided to all Officers so they can answer queries with confidence.	Audio version of Agreement to be created before 31 <sup>st</sup> March 2018. Brail translations and Officer support as and when required.	Enable tenants with low literacy skills or have a disability the means they need to read the Agreement and understand and adhere to the terms and conditions within.

Gender	0	This service improvement does not have a specific impact on gender.					
Age	+	The Housing Service has a high number of elderly tenants within the Housing Stock.	3	Ensure the Tenancy Agreement will be available in large print format, or other formats required, which will make the Agreement easy to read for elderly tenants who may have poor eyesight. In addition to this, Officers will be asked to offer any help to tenants who are unsure of anything it contains should they require. During the consultation phase large print versions were not required but will be available.	Policy and Performance Officer/Housing Officers/Tenancy Sustainment Officers/Housing Management Team/Sheltered Scheme Mangers.	As and when required.	Enable tenants, primarily elderly tenants, the means they need to read the Agreement understand and adhere to the terms and conditions within.
Sexual orientation	0	This service improvement does not have a specific impact on sexual orientation.					
Religion/ belief	0	This service improvement does not have a specific impact on religion/belief.					
Gender Reassignment	0	This service improvement does not have a specific impact on gender reassignment.					
Pregnancy and maternity	0	This service improvement does not have a specific impact on pregnancy or maternity.					

#### STAGE 6: REVIEW & SCRUTINY

##### 6.1: Has your EqIA been considered at your service's Management Team for discussion?

Yes No 

If yes, date of meeting:

##### 6.2: After discussion with Management Teams, list comments, criticisms or alternative approaches suggested regarding the impacts and actions of the policy/strategy, decision or service.

##### What changes, if any, have been taken following discussion with your service Management Team?

Due to the extensive consultation undertaken for the new Tenancy Agreement all comments, suggestions or alternative approaches were captured during this phase of the project.

#### STAGE 7: PUBLICATION AND COMMUNICATION OF RESULTS

##### 7.1: How will the assessment, consultation and outcomes be published and communicated?

All tenants will receive a copy of the new Agreement. Once delivered they will be required to adhere to the new terms and conditions. PDF format copies will be posted on the Wokingham Borough Council website for printing. In addition to this, tenants will receive a copy of the new Tenants Handbook which sits alongside the new Tenancy Agreement.

**STAGE 8: EMBEDDING ACTIONS INTO DELIVERY PLANS**

**8.1: Has your delivery plan been updated to incorporate the activities identified in the EqlA to mitigate any negative impacts that you have discovered?**

These could be service, equality, project or other delivery plans.

Note: If you did not have sufficient data to complete a thorough impact assessment, then an action should be incorporated to collect this information in the future.

Click or tap here to enter text.