

Our ref: SS/SC

If calling please ask for Sarah Smaller
On telephone number (01472) 572276

May 2010

Dear Tenant

Tenancy Agreement Consultation

As you will know Shoreline has recently been consulting with our tenants regarding a new tenancy agreement.

All of our tenants were sent a draft tenancy agreement for consideration and feedback in March 2010. We then held a number of roadshows throughout the borough where tenants came along to find out more and give us their views and further comments on the proposed changes. We also received a number of comments by post. We have now considered all of the feedback we received and, where appropriate, changes have been made to the agreement.

The changes to the draft version are set out in the table at the end of this letter.

Some of the comments we received were about specific services provided by Shoreline and we will be feeding back responses to those people individually or by advertising within the relevant Sheltered Scheme.

Shoreline is now commencing a period of 'door knocking' where we aim to visit as many of our tenants as possible to ask them to sign the new agreement. If we do not make it to your property or do not find you at home we will speak with you regarding this at your next Annual Tenancy Visit. All **new** tenants of Shoreline will sign up to the new agreement at the time of taking the property.

Thank you to those of you who contributed to the draft version of the new tenancy agreement, your views are important to us.

If you have any queries regarding this letter or the new tenancy agreement please call into one of our offices, call us on (01472) 572276 or email us at info@shorelinehp.com.

Yours faithfully



Tony Bramley
Chief Executive

No	Reference	'Draft' Tenancy Agreement	Insertion / Amendment	Reason for change
1	Particulars Section 2	The maximum number of persons who can occupy your home is set out in your Rent Book or other similar document.	Insertion: The maximum number of persons who can occupy your Home is or as set out in your Rent Book or other similar document.	The permitted number is required by law to be set out on commencement of the tenancy. As we no longer issue Rent Books this is to be included in the tenancy agreement.
2	Particulars Section 3	Not included	Insertion: The rent commences on Monday [] [] 20 [] and is payable on Monday of each week.	This was previously included on the Lettings Slip (an internal document), which has been discontinued.
3	Particulars Section 4	Service charge schedule	Amendment: service charge schedule amended to reflect SHP Housing Management computer system codes	This is purely to assist with completion of the tenancy agreement and minimise chances of errors being made
4	Particulars Section 4	Service charge schedule	Amendment: Audit costs removed from schedule	This cost will be absorbed as part of the overall administration fee (10%).
5	Particulars Section 11	Not included	Insertion: specified amounts for the provision of support services and emergency alarm monitoring.	Omitted in error
6	Particulars Section 18	Not included	Insertion: You have receiveddoor keys for this property shed keys andwindow keys, fobsgate keys	This was previously included on the Lettings Slip.
7	Conditions Section 2 8 Assured Tenants (ii) Right to Succession on Death of Sole Tenant	If you are a sole tenant and as long as you are not a successor, the following persons have a right to succeed to this tenancy: (a) your spouse or a person living with you as your husband or wife (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death; (b) if you have no surviving spouse or partner, we will bring the tenancy to an end under Ground 7	Amendment: If you are a sole tenant and as long as you are not a successor (as explained in Clause (v) below), the following persons have a right to succeed to this tenancy: (a) your spouse or a person living with you as your husband or wife (including same sex partners) provided that they occupied your Home as their only or principal Home at the time of your death;	The wording has been amended to provide further clarity in succession cases.

		<p>of the Housing Act 1988 and grant a new tenancy to the member of your family (as defined in Section One), who we agree may be entitled to succeed as long as:</p> <ul style="list-style-type: none"> • they occupied your home as their only or principal home; and • they lived with you throughout the period of 12 months ending with your death • where accommodation is specifically designated as supported accommodation or the accommodation is more extensive by way of size or has adaptations that are not required, this contractual right of succession for a family member will only apply where relevant criteria for the accommodation is met. Where eligibility criteria is not met, we will seek possession of the property and offer suitable alternative accommodation. 	<p>(b) a member of your family where you have no surviving Spouse or Partner. By law there is no right of succession for a family member but we agree to give a contractual right PROVIDED THAT certain conditions are met as explained below. We will bring the Assured tenancy to an end under Ground 7 where a family member has succeeded to it (whether under a will or on intestacy) and we will grant a new tenancy of your Home or another property (where this is more reasonably suited to the family member's needs than your Home) only on condition that the family member:</p> <ul style="list-style-type: none"> • occupied your Home as their only or principal Home; and • they lived with you throughout the period of 12 months ending with your death. <p>(c) Where your Home is not suitable to be offered to your family member because your Home is specifically designated as supported accommodation or the accommodation is more extensive by way of size or has adaptations that are not required, this contractual right of succession for a family member will be an offer of suitable alternative accommodation only.</p>	
8	Conditions Section 7 6 Care of Your Home	not store in your home any type of firearm or firearm ammunition, or any replica firearms or dangerous weapons, unless you have a permit;	Amendment: not store in your Home any type of firearm or firearm ammunition unless you have a permit.	Use of replica firearms has now been included in the section dealing with nuisance. See Item 10 below.
9	Conditions Section 7 13 Pets	Any Pet that you keep will be your responsibility in all respects.	Amendment: Any Pets that you keep will be your responsibility in all respects.	Wording has been amended and expanded to provide further clarity.

	<p>Pets can cause a health hazard, annoyance or injury to other people. They can also cause damage to property.</p> <p>You must take steps to make sure that any of your Pet(s) do not cause a health hazard, annoyance or injury to others or damage to property.</p> <p>(i) You must clean up any fouling caused by your Pet.</p> <p>(ii) Any structures or works (for example, aviaries, pigeon lofts and ponds) will require our written consent before construction. This is to make sure that no danger, nuisance or damage is likely to be caused to you, your neighbours or our property. Any consent we give may include a condition that the structure is removed and/or the property reinstated to its former condition. Such a condition would apply where the tenancy is terminated or where we give reasonable prior notice and reasons for requiring removal and reinstatement works to be carried out.</p> <p>(iii) Any structure to keep a Pet which is proved to have been constructed before the Transfer Date will not require our written consent again unless replaced or altered.</p> <p>(iv) Any consent given will be withdrawn where your Pet causes a health hazard, annoyance or damage.</p> <p>(v) You must not keep any Pets in the property which are classed as dangerous or illegal.</p>	<p>Pets can cause a health hazard, annoyance or injury to other people. They can also cause damage to property.</p> <p>(i) You must take steps to make sure that any Pet(s) you may have do not cause a health hazard, annoyance or injury to others or damage to property.</p> <p>(ii) You must clean up and properly dispose of any fouling caused by your Pet.</p> <p>(iii) Any structures or works for any Pet(s) (for example, aviaries, pigeon lofts and ponds) will require our written consent before construction. This is to make sure that no danger, nuisance or damage is likely to be caused to you, your neighbours or our property. Any consent we give may include a condition that the structure is removed and/or the property reinstated to its former condition. Such a condition would apply where the tenancy is terminated or where we give reasonable prior notice and reasons for requiring removal and reinstatement works to be carried out. We reserve the right to require removal where any structure or works deteriorate or become dilapidated or an eyesore.</p> <p>(iv) Any structure to keep a Pet which is proved to have been constructed before the Transfer Date will not require our written consent again unless replaced or altered.</p> <p>(i) Any consent given will be withdrawn where your Pet causes a health hazard, annoyance or damage.</p> <p>(ii) You must not keep any Pets in the property which are classed as illegal. For any pet that requires a licence or permit or other authority to</p>	
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10	Conditions Section 7 4 Nuisance, Discrimination and Other Harassment	<p>persistent or prolonged playing of loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling of drugs or drug abuse; rubbish dumping; undertaking major car repairs; using DIY tools late at night and/or in the early hours of the morning; playing ball games close to someone else's home; discarding litter; throwing stones; use of air rifles; pellet guns and other projectile devices</p>	<p>Amendment:</p> <p>persistent or prolonged playing of loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling of drugs or drug abuse; rubbish dumping; undertaking major car repairs; using DIY tools late at night and/or in the early hours of the morning; playing ball games close to someone else's Home; discarding litter; throwing stones; use of air rifles, pellet guns and other projectile devices; threatening conduct with replica weapons or other objects.</p>	See Item 8 above.
11	Conditions Section 7 18 Assignment, Exchange, sub-	<p>You may allow anyone to live in your home as a lodger (as long as this does not make your home overcrowded) but you must notify us in writing of the lodgers name as soon as you can after he or</p>	<p>Amendment:</p> <p>You must not allow anyone to live in your Home as a Lodger (as long as this does not make your Home</p>	We now require tenants to seek our written consent before allowing a lodger to move into the property, so that we are better

	letting and Lodgers	she moves in. This does not mean that you can sub-let or give up possession of part of your home, for this you must get our written consent. If you are in receipt of Housing Benefit you must also give details of the lodger to the relevant local authority.	overcrowded) unless you first apply to us in writing for our written consent. We will require details of the Lodger's name when you apply. Any consent given for a Lodger may be subject to conditions and does not mean that you can sub-let or give up possession of part of your Home, for this you must still get our separate written consent. If you are in receipt of Housing Benefit you must also give details of any Lodger we approve to the relevant local authority.	able to manage our tenancies.
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