

Section	Original	Changes
Definitions	Agents	Remove
Definitions		Add ' Anti-social behaviour ' + Reference: This is conduct that has caused, or is likely to cause, harassment, alarm or distress to any person; conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises; conduct capable of causing housing-related nuisance or annoyance to any person. ¹
Definitions	Assign	Assignment
Definitions	Customer Service Team	Remove
Definitions		Add ' Decant ': When it is necessary for us to move tenants from their homes, due to a need for the property to undergo major work (which cannot reasonably be done with the tenant in residence) or where a property is to be demolished or disposed of.
Definitions – Introductory Tenancy Para 1, S2	the length of this previous tenancy may be included in the 12-month trial period.	the length of this previous tenancy will be included in the 12-month trial period.
Definitions – Lodger	A person who pays you money to let them occupy rooms in your property but doesn't have exclusive occupation of any part of the property, and who doesn't have the same rights as a subtenant.	Remove 'and who doesn't have the same rights as a subtenant.'
Definitions – Partner	A husband, wife or someone who lives with you as a husband or wife. 'Partner' includes a partner of the same sex.	Members of a couple in a relationship (including same gender relationships), who are living together
Definitions	Regulator for Social Housing : The independent regulator for social housing in England.	Move to after Property so it reads alphabetically

¹ Section 2 Anti-social Behaviour, Crime and Policing Act 2014

Definitions		Add 'Support Charge' : This is a charge we make when you live in supported accommodation where a careline is available for use.
Definitions	Supported housing	Supported Accommodation
Definitions - Sublet	Giving another person the right to live in part of the property. (They are called a 'subtenant') Secure tenants may only sublet part of the property if they have our written consent.	Giving another person the right to live in part of the property. (They can be called a 'lodger' or 'subtenant'.) Secure tenants may only sublet part of the property if they have our written consent.
Definitions		Add 'Succession' : When a tenant dies, and either the existing tenant or someone else living at the property, such as a spouse or family member, takes over the tenancy.
Definitions		Add 'Tenancy Agreement' : This agreement which is a legally binding contract.
Definitions		Add 'Tenant or Tenants' : you, the person or people to whom we have granted the tenancy.
Definitions		Add 'Tenancy Officer' : Patch based officers delivering tenancy & estate management services, working closely with tenants to ensure our communities are safe, happy and sustainable places to live.
Definitions		Add 'Use and Occupation' : Use and Occupation Charge is the amount payable on a daily basis for each day of occupation beyond the termination of a tenancy
Definitions – Written Permission	A letter from us giving you permission to do certain things.	A letter from us giving you permission to carry out actions proposed by the tenant which will be decided on a case-by-case basis and not unreasonably withheld.
Section 1	1c Tenants, also living in properties managed by Newark and Sherwood District Council, who are your neighbours, have exactly the same rights and responsibilities as you have (but introductory and	Remove '1c Tenants, also living in properties managed by Newark and Sherwood District Council, who are your neighbours, have exactly the same rights and responsibilities as you have (but

	demoted tenants do not have the same protection from losing their home as secure tenants). Please note: You are responsible for anything that you do in relation to your property or the tenancy, and you are also responsible for anything your friends, relatives (including children) and any other person living in or visiting your home do in relation to your property or the tenancy.	introductory and demoted tenants do not have the same protection from losing their home as secure tenants).' Keeping the section from Please Note onwards Resume numbering from 1c onwards
Section 1	Sections 3 to 13 relate to introductory and secure tenants, unless otherwise stated.	Sections 3 to 14 relate to introductory and secure tenants, unless otherwise stated.
Section 1 – Notes, Bullet Point 3	Putting you in contact with support agencies who can help you with things such as fitting equipment and adaptations to your house, or helping you if you misuse alcohol or drugs.	Putting you in contact with support agencies such as Women’s Aid, MIND, Citizens Advice, who can help you with sustaining your tenancy. Links to these agencies can be found on our website: www.newark-sherwooddc.gov.uk
Section 1 – Notes, Bullet Point 4	Giving you advice about the repairs we are responsible for and what you should do about the repairs you are responsible for.	Remove
Section 2b, Para 1, S6	As an introductory tenant you do not have security of tenure (which means that we have the right to get a possession order from the court).	As an introductory or demoted tenant, you do not have security of tenure (which means that we have the right to get a possession order from the court).
Section 2e	In certain circumstances, we may give you permission to: <ul style="list-style-type: none"> • take in a lodger; • sublet your home; • make a structural change to the property; and • apply to exchange your home. 	Remove

<p>Section 2f</p>	<p>You must get our permission (which will not be unreasonably withheld), in writing, to do any of the things mentioned in condition 2e above. We may refuse permission if you do not meet certain conditions or we may include conditions in our written permission. If you do any of the things mentioned in condition 2e above, either without asking our permission or when we have refused permission, or if you break any condition included as part of our permission, we may take steps to obtain possession of your property from you. (See condition 2b.)</p>	<p>Becomes 2e</p> <p>You must get our permission (which will not be unreasonably withheld), in writing, to do any alterations to your property including those of a structural nature and external structures. We may refuse permission if you do not meet certain conditions, or we may include conditions in our written permission. If you do not seek permission, we may take steps to obtain possession of your property from you. (See condition 2b) or to have any alterations returned to the original build structure. You would be recharged for the cost of any removal or renovations needed for us to return the property to its normal structure.</p>
<p style="text-align: center;">Section 3 – Our Rights and Responsibilities becomes Section 3 Your Rights and Responsibilities – for all tenants Please refer to original numbered sections for individual clause changes</p> <p style="text-align: center;">Section 4 – Your Rights and Responsibilities – for all tenants becomes Section 4 – Our Rights and Responsibilities Please refer to original numbered sections for individual clause changes</p> <p style="text-align: center;">Note: Re-numbering and re-lettering will not be shown in the table of changes</p>		
<p>Section (4)a</p>	<p>This agreement gives you the right to live in your property</p>	<p>Remove</p>
<p>Section 3a</p>	<p>You can live in your property without interference from us for the length of your tenancy (except if our employees, contractors or subcontractors need to come into your home as a condition of your tenancy agreement) as long as you (and your friends, relatives and any other person living in or visiting your property) follow the conditions of this tenancy agreement and demonstrate respect for the rights of other people living or working in or visiting your area.</p>	<p>You can live in your property without interference from us for the length of your tenancy as long as you (and your friends, relatives and any other person living in or visiting your property) follow the conditions of this tenancy agreement and demonstrate respect for the rights of other people living or working in or visiting your area.</p>

Section 3b		An exception to the above is if our employees, contractors or subcontractors need to come into your home as a condition of your tenancy agreement, to ensure you are complying with the terms of this agreement, or to adhere to our health and safety regulations as your Landlord, please refer to section 10.
Section (4)c	<p>Data Protection Law gives you certain rights relating to the information we keep about you on file. The main rights that you have (which may be limited) are to:</p> <ul style="list-style-type: none"> • see the contents of the file; • have a copy of the file or parts of it if you pay a charge; • ask for any information that is not accurate in the file to be corrected. <p>In particular, the file will contain the details you have given us on your application for the tenancy or for transferring your tenancy. We will give you these details free of charge.</p>	Remove
Section 3c		We will comply with the Data Protection Act 2018 and the General Data Protection Regulation when dealing with personal data. This means that your personal data will be processed in accordance with the law and no personal data will be sold to third parties. It also means that you have certain rights, including the right to see data which we hold about you. We are only allowed to refuse access in limited circumstances, for example where information may identify a third party. You have the right to challenge information and may request the erasure or correction of

		<p>records which you believe to be inaccurate. For further information about how and why we may process your personal data, your data protection rights or how to contact our data protection officer, please view the council’s privacy notice on our website.</p> <p>You have a right to information from us about your tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation, rehousing, exchanging tenancy transfers, and our performance as a landlord. The consultation procedure is set out in sections 105 and 106A of the Housing Act 1985.</p>
Section (4)d	<p>You have the right to see our policies on housing, rehousing and exchanging properties. In certain circumstances, we may charge you if you ask for copies of these policies.</p>	Remove
Section (4)e	<p>You have the right to be consulted about any proposals we make to change the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to services or facilities for council tenants. The consultation procedure is set out in sections 105 and 106A of the Housing Act 1985.</p>	Remove
Section 3d	<p>If you die, whilst you are a tenant, your tenancy can pass to your spouse or civil partner, as long as they occupy the property as their only or principal home at the time of your death. If you are not married and do not have a partner when you die, your tenancy will pass to a relative but only if, at the date of your death, they were living with you as their only or principal home and had been living with you</p>	<p>If you die, whilst you are a secure tenant, your tenancy can pass to your spouse or civil partner, as long as they occupy the property as their only or principal home at the time of your death. If you are not married and do not have a partner when you die, your tenancy will pass to a relative but only if, at the date of your death, they were living with you as their only or principal home and had been living</p>

	without a break for the previous 12 months. This is called 'succession'.	with you without a break for the previous 12 months. This is called 'succession'.
Section 3h	You have the right to take in a lodger as long as your property does not become overcrowded.	You have the right to take in a lodger as long as your property does not become overcrowded, and you must notify all the relevant authorities including the Council that administers any welfare benefits you are claiming of the presence of such lodgers on the property.
<p>Section 3 – Our Rights and Responsibilities becomes Section 3 Your Rights and Responsibilities – for all tenants Please refer to original numbered sections for individual clause changes</p> <p>Section 4 – Your Rights and Responsibilities – for all tenants becomes Section 4 – Our Rights and Responsibilities Please refer to original numbered sections for individual clause changes</p> <p>Note: Re-numbering and re-lettering will not be shown in the table of changes</p>		
Section 4a	We will keep the structure and exterior of your home in repair.	We will keep the structure and exterior of your home in repair and keep essential installations for the supply of water, gas, electricity, sanitation and heating in repair and proper working order.
Section 4b	We will keep essential installations for the supply of water, gas, electricity, sanitation and heating in repair and proper working order. We will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the premises, supplied by a third party, where such failure is not caused by an act or omission on our part.	We will complete repairs which we are responsible for under law. We will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the premises, supplied by a third party, where such failure is not caused by an act or omission on our part.
Section (3)c	We will complete repairs which we are responsible for under law.	Remove
Section 4c	We will follow the terms of the Data Protection Act 1998 and General Data Protection Regulation 2016/679 (Data Protection Law) safely manage and protect any information we hold about you from	We will process your data in accordance with the Data Protection Act 2018 and the UK GDPR and will securely manage and protect any information we hold about you from accidental or unlawful

	<p>accidental or unlawful disclosure. However, where the law allows us and where it is relevant, we may share this information with other business partners, contractors or statutory agencies.</p> <p>This includes the following laws (but there are others):</p> <ul style="list-style-type: none"> • Code of Data Matching Practice 2008 • Section 115 of the Crime and Disorder Act 1998. <p>We will also give Nottinghamshire Fire and Rescue Service your name and address so that they can contact you to arrange a free fire-safety assessment of your home.</p> <p>Nottinghamshire Fire and Rescue Service will keep your details confidential under the terms of Data Protection Law.</p>	<p>disclosure. Where it is lawful and necessary, we may share your data with external organisations and agencies for the purposes of preventing or detecting crime, safeguarding, in accordance with our statutory obligations and as required to fulfil all aspects of the tenancy contract.</p> <p>This includes the following laws (but there are others):</p> <ul style="list-style-type: none"> • Code of Data Matching Practice 2008 • Section 115 of the Crime and Disorder Act 1998.
<p>Section 4f</p>	<p>We have the right, upon giving you 24 hours’ written notice, to come into your home at all reasonable times to inspect it or to carry out work in your property or an attached property. The Council, our employees, contractors, subcontractors and agents also have this right. (We do not have to give you 24 hours’ notice in an emergency.</p>	<p>We have the right, upon giving you 24 hours’ written notice, to come into your home at all reasonable times to inspect it or to carry out work in your property or an attached property. Our contractors, subcontractors and agents also have this right. (We do not have to give you 24 hours’ notice in an emergency – please see section 9).</p>
<p>Section (3)h</p>	<p>If you do not let our employees, contractors, or subcontractors into your property after we have given you 24 hours’ written notice (under paragraph 3g or without notice in the case of an emergency) we may:</p> <ul style="list-style-type: none"> • apply to the court for an order to allow us to enter your property to carry out 	<p>Remove</p>

	<p>work or inspect it (you may also have to pay our costs of going to court); or</p> <ul style="list-style-type: none"> • in an emergency, tell our employees, contractors or subcontractors to enter your property straight away (in which case we will put right any damage we cause). We may charge you the cost of repairing the damage we caused to get into your home if you knew we needed to enter your property and you refused to let us, our employees, contractors or subcontractors in. 	
Section (3)i	<p>We are not responsible if your possessions are lost or damaged unless we have lost or damaged your possessions through our negligence in your home. We are not responsible for putting right damage to your property that you have caused, even if you did it by accident. This also includes damage caused by any member of your household, or any lodger, subtenant or visitor.</p>	Remove
Section (3) Additional Information	<p>Additional Information</p> <p>If we do not meet our responsibilities as we promise in this tenancy agreement you can do the following.</p> <ul style="list-style-type: none"> • Speak to our staff. • Use our complaints procedure. • website at www.newark-sherwooddc.gov.uk • Contact the Local Government Ombudsman or Regulator for Social Housing 	Remove
Section 5a	<p>Your tenancy is a weekly tenancy from Monday to Sunday. The weekly rent is due each Monday and you must pay it on time. You must make sure that your payment day and chosen payment method allows sufficient time for your payment to be</p>	<p>Remove below paragraph from Section 5a – create new section 5b as below:</p> <p>Normally there are 52 Mondays in a year, and we grant four ‘no rent due’ weeks which means that</p>

	credited to your rent account by the end of the week. If your rent account is not clear at the end of every week, you will be in arrears. Normally there are 52 Mondays in a year, and we grant four 'no rent due' weeks which means that payment is due on 48 weeks. Occasionally there are 53 Mondays in a year, and on those occasions rent is due on 49 weeks. The amount of your weekly rent is shown in the central page of this tenancy agreement.	payment is due on 48 weeks. Occasionally there are 53 Mondays in a year, and on those occasions rent is due on 49 weeks. The amount of your weekly rent is shown in the central page of this tenancy agreement.
Section 5b	<p>Your weekly rent is made up of one or more amounts which are shown in the central page of this tenancy agreement. These charges are for:</p> <ul style="list-style-type: none"> • the basic rent; • the heating charge (where applicable); • the insurance charge (if you take out cover under our insurance scheme); • the service charge (where applicable) ; • the supported housing service and alarm system (where applicable) 	<p>Now becomes Section 5c, rewritten as:</p> <p>Your weekly rent is shown on the central page of this tenancy agreement. It is made up of one or more amounts, these charges are for:</p> <ul style="list-style-type: none"> • the basic rent • service charges which may include charges for; <ul style="list-style-type: none"> - Communal Heating & Lighting - Support Charge - Communal Facilities - Intensive Housing Management - Grounds Maintenance - Communal Cleaning <p>Please note the above list is not exhaustive</p>
Section (5c)	We work out your weekly rent by adding up all of these amounts. This is the weekly rent you must pay under condition 5a above. This total weekly rent is also shown in the central page of this tenancy agreement.	Remove
Section 5d	You must pay your weekly rent every week or at any other time that you and we agree to.	Add 'You must pay your weekly rent every week or at any other time that you and we agree to. If you choose to pay your rent four-weekly or monthly, at no point during the four-week or monthly period

		should your rent account be in arrears. Payment for the whole period should be made in advance.'
Section 5e	We may change any of the amounts shown in condition 5b above, and so your total weekly rent, by giving you at least four weeks' notice in writing. The notice will say what change we are going to make and the date on which the change will happen. From that date, under condition 5a, you will be responsible for paying the new weekly rent. (It is important that you keep the notice safe so that you always know what your responsibility is).	We may change any of the amounts shown in condition 5c above, and so your total weekly rent, by giving you at least four weeks' notice in writing. The notice will say what change we are going to make and the date on which the change will happen. From that date, under condition 5a, you will be responsible for paying the new weekly rent. (It is important that you keep the notice safe so that you always know what your responsibility is).
Section	Original	Changes
Section 6, Para 1	Newark and Sherwood District Council aims to deliver the best possible service for tenants who are experiencing anti – social behaviour, this includes taking appropriate and proportionate action against perpetrators in line with the conditions captured in this section.	Remove
Section 6, Para 2	When tackling anti - social behaviour on the estates throughout the district Newark and Sherwood District Council implements our Anti - Social Behaviour Policy; a copy of this policy can be found on our website or by contacting us.	When tackling anti - social behaviour throughout the district Newark and Sherwood District Council implements our Anti - Social Behaviour Policy; a copy of this policy can be found on our website or by contacting us.
Section 6 'Very Important'	Very Important: You must make sure that no member of your household, including a lodger, subtenant, or visitor, does any of the things mentioned in conditions 6a to 6k below. If they do, you will be held responsible under the terms of this agreement as if you had done any of them yourself.	Very Important: You must make sure that no member of your household, including a lodger, or visitor, does any of the things mentioned in conditions 6a to 6k below. If they do, you will be held responsible under the terms of this agreement as if you had done any of them yourself. Should you fail to comply with any of these conditions listed below action will be taken against your tenancy which could result in the loss of your home. We are unlikely to find you another

		permanent home if you are evicted because of anti-social behaviour.
Section 6a	You must not use your property to carry out illegal or immoral activities or act antisocially in your property or in the locality.	You must not use the property and/or communal areas and/or the locality for any criminal, immoral or illegal purposes. This includes (without limitation) using the property for the cultivation, supply, possession and/or use of illegal substances, the handling of stolen goods or the illegal abstraction of utilities.
Section 6b	You must not, in your property or in the locality, use, possess, produce, or supply any drugs or substances that are illegal under the Misuse of Drugs Act 1971 or under any part of the criminal law.	<p>You must not:</p> <ul style="list-style-type: none"> • Seek to harm, coerce, intimidate, inflict domestic violence or threaten violence against any other person. • Use mental, emotional, financial, racist or sexual abuse enough to make any member of your household want/need to leave the property. • You must not be, or threaten to be, violent towards or abuse (psychologically, physically, sexually, financially or emotionally) your partner, relative or any other person living with you as a member of your or your partner’s family. Evidence of domestic violence does not rely on a criminal charge, and we may take legal action based on evidence from the victim or other witnesses. <p>If you threaten violence towards or abuse anybody including any other person living with you as a member of your or your partner’s family in your property, this includes visitors to your property we may take action against you, including taking steps to evict you. We may also ask another agency to take action, such as the police.</p>
Section 6	Section 6d – 6i	Becomes Section 6c – 6h

Section 6j	You must not use (or let anybody else use) any device or equipment, or do anything (or let anybody else do anything), which creates so much noise that it causes a nuisance or annoys your neighbours at anytime.	Remove
Section 6k	You must not be, or threaten to be, violent towards or abuse (psychologically, physically, sexually, financially or emotionally) your partner, relative or any other person living with you as a member of your or your partner's family. If you threaten violence towards or abuse anybody including any other person living with you as a member of your or your partner's family in your property, we may take action against you, including taking steps to evict you. We may also ask another agency to take action, such as the police. If someone is forced to leave the property because of your threatening behaviour, violence or abuse or through fear of threatening behaviour, violence or abuse, we can take action to end your tenancy and evict you from the property.	Remove
Section 7e	If you live in any flat or maisonette above the ground floor you must obtain permission from us before laying laminate flooring (or similar material) or glazed vitreous or quarry floor tiling of any kind as this could add greatly to the level of noise heard by another tenant in a property below yours.	If you live in any flat or maisonette above the ground floor you must obtain permission from us before laying laminate flooring (or similar material) or glazed vitreous or quarry floor tiling of any kind as this could cause noise nuisance to neighbouring properties.
Section 7f		Permission will not be granted in any circumstances for a log burner to be installed. Properties which are found to have installed log burners against this condition will be requested to remove it at their own cost.
Section 7g Para 2, Bullet Point 7	Any business that would cause a nuisance and annoyance.	Move to end of bullet points and change wording to:

		'Any business (either for profit or non-profit) or activity that would cause a nuisance and annoyance.'
Section 7h	If your property has a door-entry system, you must use it and use it properly. You must not (or allow anyone else to) interfere with the system rendering it ineffective.	If your property has a door-entry system, you must use it properly. You must not (or allow anyone else to) interfere with the system rendering it ineffective.
Section 7i	If your property has either a hard wired or battery operated smoke alarm, you must not (or allow anyone else to) disconnect the alarm rendering it ineffective.	If your property has either a hard wired or battery operated smoke alarm and/or Carbon Monoxide monitor, you must not (or allow anyone else to) disconnect the alarm rendering it ineffective.
Section 8	Repairs and the condition of your property	Now becomes <u>Section 8: Installation of CCTV at your property.</u>
Section 9		Roll on from new numbering. Section 9: Repairs and the condition of your property.
Section 9c	You are responsible for: <ul style="list-style-type: none"> • decorating the inside of the property, which includes decorating as often as necessary to keep it in good decorative order; • keeping your property clean and tidy; • regularly sweeping the chimneys (if you use solid fuels such as coal or wood); and taking reasonable precautions to prevent fire and frost damage to the property; • ensuring that your use of your property does not constitute a risk to health and safety. • Testing Smoke Alarms where fitted 	You are responsible for: <ul style="list-style-type: none"> • decorating the inside of the property, which includes decorating as often as necessary to keep it in good decorative order; • keeping your property clean and tidy; • regularly sweeping the chimneys (if you use solid fuels such as coal or wood); and taking reasonable precautions to prevent fire and frost damage to the property; • ensuring that your use of your property does not constitute a risk to health and safety.

		<ul style="list-style-type: none"> • testing Smoke Alarms and Carbon Monoxide detectors and changing batteries • replacement of toilet seats • resetting electrical trip switches • taking action to prevent and control condensation • the repair and replacement of garden gates and gate furniture, fences and sheds, unless adjacent to a public highway or designated play area • keeping your property pest and vermin free by way of pest control measures sought and paid for by yourself
<p>Section 9d</p>	<p>You must report straightaway any fault or repair that we are responsible for. This includes faults in:</p> <ul style="list-style-type: none"> • the structure and exterior of the building including the roof, chimney stack, drains, gutters, walls, doors and windows; • any installations in the property, such as your central-heating system or an electric fire, fire alarms (where fitted), smoke alarms (where fitted) • electrical wiring, gas and water pipes. 	<p>You must report straightaway any fault or repair that we are responsible for. This includes faults in:</p> <ul style="list-style-type: none"> • the structure and exterior of the building including the roof, chimney stack, drains, gutters, walls, doors and windows; • any installations in the property, such as your central-heating system or an electric fire, fire alarms (where fitted), smoke alarms (not replacement of battery) and carbon monoxide detectors (not replacement of battery). • electrical wiring, gas and water pipes.
<p>Section (8)h</p>	<p>You have the right to make any alterations, improvements or adaptations to the property and it is essential that you obtain written permission from us before doing any of the work. The work you propose may also require Building Regulation approval or planning permission or both. You are responsible for repairing and maintaining all improvements and fixtures and fittings you fit in your home, for example if you fit your own kitchen.</p>	<p>Remove</p>

Section 9h		Add 'You are responsible for repairing and maintaining all improvements and fixtures and fittings you fit in your home, for example if you fit your own kitchen.'
Section 9j	Responsive repairs are delivered through an appointment system; however where tenants fail to keep a prearranged appointment without reasonable cause a charge of £10 will be recharged to the tenant. There are similar arrangements for tenants to claim compensation for missed appointments, please refer to our Service Standards for further information.	Responsive repairs are delivered through an appointment system; however where tenants fail to keep a prearranged appointment without reasonable cause a charge of £10 will be recharged to the tenant. There are similar arrangements for tenants to claim compensation for missed appointments, please refer to our website for further information.
Section 9	Animals in your property	Now becomes <i>Section 10: Our right to enter your property</i>
Section 11		Roll on from new numbering. Section 11: Animals in your property
Section 9, Para 1 & 2	Subject to conditions '9a' to '9f' below, you may keep domestic pets at your property without our permission. Very Important: You must make sure that no member of your household, including a lodger, subtenant, or visitor, does any of the things mentioned in conditions '9a' to '9h' below. If they do, you will be responsible as if you had done any of them yourself.	Remove / Do not move over to Section 11
Section(9)a	Some of our properties are unsuitable for keeping dogs, so you must not keep a dog in these properties. If this applies to your property this will be indicated within this agreement.	Remove
Section 11a		Permissions will be required to keep animals; this will be decided on a case-by-case basis. This will not

		be unreasonably withheld. The Council will, however, take into account the type of property you live in, the number, type and breed of animals you want to keep and their welfare needs. Some of our properties are designated dog-free and you will be advised of this when being considered for the offer of a property.
Section 11b		All permissions given will be conditional; the general terms of which will be that the animals do not cause damage to your property, garden or any shared areas and do not cause a nuisance or annoyance to neighbours or employees, contractors and subcontractors. You will also be required to make proper arrangements for their welfare and for the disposal of their waste.
Section 11c		The Council will ask you to remove or rehome animal if any of these conditions are not met.
Section (9)b	<p>You must not keep the following animals at your property:</p> <ul style="list-style-type: none"> • Any dog the Dangerous Dogs Act 1991 applies to. • Any animal the Dangerous Wild Animals Act 1976 applies to. • Any dangerous animal. • Any livestock. • Any animal which causes a health and safety risk in the area. • Any animal that is not bred to be a domestic pet. 	<p>Becomes 11d and rewritten as below: You must not keep the following animals:</p> <ul style="list-style-type: none"> • Any Livestock • Venomous or harmful insects, spiders, snakes or lizards • Any dog the Dangerous Dogs Act 1991 applies to. • Any animal the Dangerous Wild Animals Act 1976 applies to. • Any dangerous animal. • Any animal which causes a health and safety risk in the area. • Any animal that is not bred to be a domestic pet.
Section 9	Sections 9c – Section 9 Notes	Remove

Section 11, End Para, Notes (new)		Add ' You are liable for every action carried out by animals in your property, so where your pet/s trespasses, fouls public places including your property, communal area or the neighbourhood you will be held responsible and be expected to pay for any removal or remedial works required.'
Section (10)	Gardens	Carry on from new numbering. Section 12: Gardens.
Section 12a	You must keep your garden (if you have one) in a good, tidy and safe condition and free from rubbish and weeds. If you fail to do this, we may carry out all the necessary work and recharge you for doing this.	You must keep your garden (if you have one) in a good, tidy and safe condition and free from rubbish and weeds. If you fail to do this and there is a Health & Safety risk, we may carry out all the necessary work and recharge you for doing this.
Section 12b	You must cut the grass and hedges in your garden regularly in the growing seasons. Hedges should be kept to a maximum height of 1.8m (6ft) at the rear and 1.2m (4ft) at the front and side.	You must cut the grass and hedges in your garden regularly in the growing seasons. Hedges and fences should not exceed a maximum height of 1.8m (6ft) at the rear and 1.2m (4ft) at the front and side.
Section 12d	You are responsible for the pruning and maintaining trees within your garden however you must ask for permission to cut down any tree in your garden (which will not be unreasonably withheld).	You are responsible for the pruning and maintaining trees within your garden however you must ask for permission to cut down and/or remove any tree in your garden (which will not be unreasonably withheld).
Section 12g (originally 10g)	You must not park a vehicle, boat or caravan in your garden without our written permission, which will not be unreasonably withheld; any permission granted may be subject to conditions e.g. The provision of hard standing dropped kerbs etc. Permission will not be granted if there is a significant adverse affect upon the amenities of neighbouring properties.	You must not park a vehicle, boat or caravan in your garden without our written permission, which will not be unreasonably withheld; any permission granted may be subject to conditions e.g. The provision of hard standing, dropped kerbs etc.
Section 12g (originally 10g)		Remove paragraph from 12g and add below as note:

		'Permission will not be granted if there is a significant adverse affect upon the amenities of neighbouring properties.'
Section 11	Vehicles	Carry on from new numbering. Section 13: Vehicles
Section (11), Para 1, Very Important	Very Important: You must make sure that no member of your household, including a lodger, subtenant, or visitor, does any of the things mentioned in conditions '11a' to '11e' below. If they do, you will be responsible as if you had done any of them yourself.	Remove
Section 13a	You must not park, or allow to be parked, any car, caravan, trailer, motorcycle, lorry or other vehicle on any grass verge, crossover, communal area or paved or grassed area which belongs to us (including the garden areas of your home as stated in section 10g) unless it is a parking area that we have given you written permission to use.	You must not park, or allow to be parked, any car, caravan, trailer, motorcycle, lorry or other vehicle on any grass verge, crossover, communal area or paved or grassed area which belongs to us (including the garden areas of your home as stated in section 12g) unless it is a parking area that we have given you written permission to use.
Section 13b	You must not carry out repairs on your car at your property unless it does not cause nuisance or annoyance to your neighbours.	You must not carry out any major repairs on any vehicle within the boundary of your property, communal area or locality.
Section 13c	You must not build a parking space, garage or driveway without our written permission.	You must not build a parking space, garage or driveway without our written permission (which will not be unreasonably withheld).
Section 13e	If you or any member of your household, lodger, subtenant, or visitor to your property has a motorised disability scooter or wheelchair, you must store it safely and so as not to cause nuisance or annoyance to neighbours. If you live in a property which has a communal main entrance and communal corridors you must only park it in your property or park it safely in communal areas reserved for this purpose.	If you or any member of your household, lodger or visitor to your property has a motorised disability scooter or wheelchair, you must store it safely and so as not to cause nuisance or annoyance to neighbours. If you live in a property which has a communal main entrance and communal corridors you must only park it in your property or park it safely in communal areas reserved for this purpose.

<p>Section 13 Notes</p>	<p>We will refuse permission to park a caravan, motor home or other large vehicle on a parking area in or near your property if doing so will:</p> <ul style="list-style-type: none"> • cause a nuisance or annoyance your neighbours; • damage your property; or • cause health and safety risks • Fire risks 	<p>We will refuse permission to park a caravan, motor home or other large vehicle on a parking area in or near your property if doing so will:</p> <ul style="list-style-type: none"> • cause a nuisance or annoyance to your neighbours; • damage your property; or • cause health, safety or fire risks
<p>Section 12</p>	<p>Ending your tenancy</p>	<p>Roll on new numbering. Now becomes Section 14: Ending your tenancy</p>
<p>Section 14b</p>		<p>Once we have received your notice of termination, we will contact you to arrange an inspection of your property to ensure you leave the property in an acceptable condition, and where required we will work with you to achieve this prior to you handing your keys in.</p>
<p>Section (12)b</p>	<p>When your tenancy ends, you must leave your property and hand the keys in to us at or before that date and time. If we have to change the locks at your property we will charge you for doing so.</p>	<p>Move to Section 14c and re-written as below: When your tenancy ends, you must leave your property and hand the keys and fobs in to us at or before that date and time. If we have to change the locks at your property we will charge you for doing so.</p>
<p>Section (12)c</p>	<p>You must remove all your furniture, personal belongings and rubbish from your property (including gardens, outbuildings and communal areas) by the date your tenancy ends. You will be responsible for all reasonable removal and/or storage charges when items are left in the property. We will remove and store for one month. We will notify you of this at your last known address. If the items are not collected within one month we will</p>	<p>Becomes 14c and re-written as below: You must remove all your furniture, personal belongings and rubbish from your property (including lofts, gardens, outbuildings and communal areas) by the date your tenancy ends. You will be responsible for all reasonable removal and/or storage charges when items are left in the property. We will ensure the property is secure and</p>

	dispose of them and you will be responsible for the reasonable costs of disposal. We may deduct the costs from any sale proceeds and if there are any costs outstanding you will be liable for these.	store belongings for 28 days. We will notify you of this at your last known address. If the items are not collected within 28 days we will dispose of them and you will be responsible for the reasonable costs of disposal. We may deduct the costs from any sale proceeds and if there are any costs outstanding you will be liable for these.
Section 14h		In properties that require a parking permit, when you terminate your tenancy, you must return the permit with the keys.'
Section 13	Health and Safety	Roll on new numbering. Now becomes Section 15: Health and Safety
Section 15c (originally 13c)	Keep a motorcycle or any other vehicle inside your home or communal areas.	Keep any fuel powered or motorised vehicle inside your home or communal areas.
Following consultation with tenants, the following amendments have been made:		
Section 2e		Inclusion of ponds
Section 6g		Inclusion of; 'Incorrect disposal of your household waste, furniture or other belongings could lead to a court appearance and fine.'
Section 8h		Addition of further information regarding smart doorbells; 'In the case of Smart Doorbells, only wireless doorbells would be considered. Permission must be sought before installation and will not unreasonably be withheld. However, not all properties are suitable for these doorbells as they can record sound and may boarder a public walkway. Tenants must ensure that the range covered by the cameras does not exceed the property. They must also not use the cameras for any other purpose such as listening to private conversations or observing neighbours. As part of

		giving permission, the Council may check periodically on whether the camera continues to abide by the rules. If it does not, permission may be revoked, and you may be asked to remove the device.'
Section 9b		Clarify point and change engineers for tradespeople.
Section 9d		Add addendum regarding accidental damage caused by employees; 'In the event that an employee, contractor or subcontractor causes accidental damage to the interior or exterior of your home when carrying out any works, we will consider this in line with our Compensation Policy.'
Section 11b		Clarity around permissions being conditional and that a copy of the Conditions will be given to the tenant upon approval of request.
Section 11f		Inclusion of foxes in the list of animals not to be encouraged to the property.
Section 13a	Reference made to Section 11g	Change reference made to 12g as this was incorrect.
Section 14g		Addition of ; 'In some cases, you might be entitled to compensation for certain improvements you have made when you move home. Please see our Compensation Policy for more information.'
Section 15		Add clarity with the addition of bullet point 3 – 'Any inflammable liquid stored for fuel-powered garden equipment must not be stored in the home. It must be stored securely in an outside building.'

8. Installation of CCTV at your property

8a You must ask for permission prior to the installation of CCTV cameras at your property (which will not be reasonably withheld). This includes the installation of Monitored Doorbells.

8b This permission is subject to strict adherence to conditions provided to you by the Council, failure to comply with these conditions will result in the permission being withdrawn.

8c Any camera installed must only be for the purpose of monitoring your own property and possessions. It should be positioned accordingly and within the boundary of your property and not include your neighbour's property or the activities of passers-by.

8d Any camera installed must only be the fixed type and not able to be controlled or turned in any way. You must NOT use the audio capability inappropriately or in any way that is not for its intended purpose. Once the positioning is agreed with the relevant Council officer, the camera must not be moved.

8e The camera cannot be moved once installed and should only cover the curtilage of your property. Newark and Sherwood District Council will have no responsibility for the data collected.

8f The storage of video or audio footage taken from any CCTV or doorbells is not permitted and subject to regulatory compliance i.e. GDPR as provided by the Information Commissioners Office.

8g In some instances the Police may recommend that an audio/video recording device be installed at the property with the intention to deter criminal behaviour, in this instance the Council will not refuse, however all outlined conditions in this section must be adhered to. This is providing you sign a declaration that you will NOT enable the audio function unless recommended by Police.

Notes

Guidance on the use of domestic CCTV is contained on the Information Commissioners Website at www.ico.org.uk <https://ico.org.uk/your-data-matters/domestic-cctv-systems-guidance-for-people-using-cctv/>

10. Our right to enter your property

10a. You must let us have access to your property to do the following:

- Inspect or survey, for any reason, your property or adjoining property
- Carry out any repairs, servicing, treatment, modernisation, replacement or improvement works
- Carry out any safety inspections i.e. to undertake gas and electrical safety checks and fire door inspections
- Deal with any other matter for which we are responsible including inspecting the condition of your property
- To ensure that you are complying with the conditions of this agreement and health and safety regulations

10b. If you do not let our employees, contractors, or subcontractors into your property after we have given you 24 hours' written notice we may:

- apply to the court for an order to allow us to enter your property to carry out work or inspect it. You will have to pay the court costs and any remedial works following forced entry to your property;
- in an emergency, tell our employees, contractors or subcontractors to enter your property straight away (in which case we will put right any damage we cause). If you knew we needed to enter your property and you refused to let us, our employees, contractors or subcontractors in , We may charge you the cost of repairing the damage we caused to get into your home.

10c. Examples of emergencies include, but not limited to;

- fire,
- flood

- gas and water leaks
- threat or risk of personal injury
- concern of wellbeing/death
- threat or risk to the structure of our property.