



Proposed changes to the Tenancy Conditions

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Rent</p> <p>I.I You must pay your rent on time, to the London Borough of Sutton.</p>	<p>Rent</p> <p>I.I You must pay your rent on time, to the London Borough of Sutton. <u>The payment of rent and service and other charges is due in advance on the Monday of each week.</u></p>	<p>-What does rent in advance mean, should include timescales e.g. clarify to “one week in advance of payment due on Monday”</p> <p>-Unable to pay rent in advance</p> <p>-People pay one week in advance, one in arrears, the change will cause financial hardship</p> <p>-I believe the tenant should have the right to withhold rent where SHP fails to provide repairs on time, or effective communication regarding maintenance and repairs to property</p> <p>-Rent shouldn't go up every year, should be kept at a fair, low price to avoid homelessness</p> <p><u>SHP response</u></p> <p>The tenancy agreement is currently silent on this matter although rent has always been required to be paid in advance by whatever frequency tenants pay by e.g. weekly, two-weekly or monthly.</p>

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		<p><u>SHP response (continued)</u></p> <p>The requirement to pay rent is totally separate from any repairing obligations on the landlord.</p> <p>The Council's power to set rents is set out in s24 of the Housing Act 1985. Council's may make such reasonable charges as they may determine.</p> <p>Additionally, Council rents are generally significantly lower than those in the private rented sector.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Ending the tenancy (Secure tenants only)</p> <p>2.1 We can only make you leave your home or take away your rights as a secure tenant by getting a court order, and we can get an order for certain reasons (“grounds”) which are set out in the Housing Act 1985.</p> <p>2.2 We will give you at least four weeks' written notice (“Notice of Seeking Possession”) if we plan to apply for a court order, except in the following cases:</p> <ul style="list-style-type: none"> • in cases of nuisance or harassment, or • if there is a danger to people or property that we must deal with immediately. 	<p>Ending the tenancy (Secure tenants only)</p> <p>2.1 We can only make you leave your home or take away your rights as a secure tenant by getting a court order, and we can get an order for certain reasons (“grounds”) which are set out in the Housing Act 1985 <u>as amended, updated, extended or replaced.</u></p> <p>2.2 We will give you at least four weeks' written notice (“Notice of Seeking Possession”) if we plan to apply for a court order, except in the following cases:</p> <ul style="list-style-type: none"> • <u>we are using grounds for which the notice may be less than 4 weeks; or</u> • <u>we are using grounds which require us to give 2 months' notice; or</u> • <u>the Court has allowed us to go ahead without serving notice</u> 	<p>-Suggested word change from “can get” to “may obtain”</p> <p>-Secure tenants should have the right to give input into such conditions</p> <p>-Can examples be given?</p> <p>Suggested word change from “go ahead” to “proceed”</p> <p><u>SHP response</u></p> <p>Wording will be changed to “may obtain”.</p> <p>Examples will be put into the tenant’s handbook.</p> <p>Wording will be changed to “proceed”</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Our responsibilities Currently not included in existing conditions</p>	<p>Our responsibilities <u>3.9 We are responsible for maintaining suited locks, where fitted. You must not remove or replace any suited lock fitted to your property. Additional keys to suited locks can be supplied by us, but a charge will be made.</u></p>	<p>-Locks must be changed for new tenants -Need to include something about security of property for a new tenant, change of lock etc by SHP if the tenant is not allowed to do so. -Will tenant know what a suited lock is, wording needs to be changed. -Mention most tenants don't have suited locks</p> <p><u>SHP response</u> Locks are routinely changed as part of our lettings standard for all properties other than sheltered schemes where suited locks are fitted. A suited lock is a lock that can be accessed by a master key; this explanation can be included in the tenancy conditions.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
Currently not included in existing conditions	<p>Your Responsibilities</p> <p>3.12 <u>You are expected to cooperate with the management of your home and neighbourhood by, for example complying with reasonable requests, not to obstruct staff carrying out their duties, and by keeping appointments.</u></p>	<p>-Should be a statement about LBS/SHP responsibilities</p> <p>-How much notice will SHP give, suggest 2 weeks written notice unless it's an emergency tenant shouldn't expect less due to work commitments</p> <p>-SHP shouldn't "expect cooperation" when they fail to book appointments before turning up</p> <p><u>SHP response</u></p> <p>The Landlord responsibility is set out in section 3 (currently page 9).</p> <p>This term does not specify a timescale as any notice will be appropriate to the situation.</p> <p>The complaints procedure would be more appropriate if a tenant was unhappy with an element of the service including any failure to book appointments.</p>

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<p>Private Residential Use</p> <p>4.3 If you intend to leave the property unoccupied or you intend to be absent from your property for a period longer than 6 weeks, you must provide us with written notice of your intention.</p>	<p>Private Residential Use</p> <p>4.3 If you intend to leave the property unoccupied or you intend to be absent from your property for a period longer than 6 weeks, you must provide us with written notice of your intention. <u>If you fail to notify us we may assume you no longer use your home as your only or main home. In this case we may take action to end the tenancy.</u></p>	<p>-Should reflect that person may have cause to stay away without knowing when they will return, extended stay in hospital, looking after a loved one, avoid home due to domestic violence</p> <p>-Tenants should be allowed to leave their homes for 3-6 weeks a year, cruel and unfair to remove a tenancy on these conditions. All tenants should be allowed to have family and friends staying over for as long as they wish and have lodgers stay if in crisis and homeless</p> <p><u>SHP response</u></p> <p>This is acknowledged and SHP will consider the facts before determining what course of action to take, note the wording “may take action” not “will”.</p> <p>The provision does not prevent tenants from leaving their homes-but if tenants no longer use the property as their only or main home the landlord would want to be able to end the tenancy. Notifying the landlord of prolonged absence would assist the landlord in understanding the reason for the absence. It may also be helpful to know this from a security perspective. Under 5.1 Secure tenants can take in lodgers but must notify SHP and must not exceed the maximum number for overcrowding.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Demoted Tenancies</p> <p>4.15 We may make an application to the court to demote your tenancy where you, persons living with you or visiting you have been involved in anti-social behaviour.</p> <p>If your tenancy is demoted you will have been sent details telling you how long your tenancy has been demoted for and how this affects you. If you don't cause nuisance or break the terms and conditions of your tenancy in other ways, you should automatically become a secure tenant again after 12 months.</p> <p>If you are a demoted tenant you will lose some rights which you previously held as a secure tenant. For example, the right to buy your home will be suspended during the period of demotion, and you cannot transfer or exchange your home or be able to take in lodgers or sub-let your home.</p>	<p>Demoted Tenancies</p> <p>4.8 We may make an application to the court to demote your tenancy <u>under Section 82A of the Housing Act 1985 (as amended by the Anti-Social Behaviour Act 2003)</u> where you, persons living with you or visiting you have been involved in anti-social behaviour.</p> <p><u>If we intend to seek a demotion order we will give you 2 weeks' notice in writing unless the Court has allowed us to go ahead without serving notice on you.</u></p> <p>If you are a demoted tenant you will lose some rights which you previously held as a secure tenant. For example, the right to buy your home will be suspended during the period of demotion, and you cannot transfer or exchange your home or take in lodgers or sub-let your home.</p>	<p>-Query change of numbering to paragraph</p> <p>-Should come with warnings before applying for court</p> <p>-Tenants causing nuisance, harassment or intimidation should be removed and evicted after one warning.</p> <p><u>SHP response</u></p> <p>We have re-ordered some of the clauses to keep similar issues together.</p> <p>Warnings before court will depend on the circumstances e.g. Whether there is any threat of violence therefore a without notice might be sought.</p> <p>Each case will be dealt with appropriately.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Firearms, Fire Prevention and Health and Safety</p> <p>4.19 You must not store any firearms in your home. Firearms include air rifles, shotguns, and replica guns.</p>	<p>Firearms, Fire Prevention and Health and Safety</p> <p>4.19 You, <u>and anyone living with you or visiting your home,</u> must not store any firearms in your home. Firearms include air rifles, shotguns, and replica guns.</p>	

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>4.20 You must not store ammunition, oxyacetylene and welding equipment in your home, garden or in any communal areas to your property.</p> <p>4.27 If you, and anyone living with you request someone to carry out work in your home, you must ensure that any works undertaken by that person comply with the appropriate Health and Safety legal requirements.</p> <p>4.28 You and anyone living with you or visiting your home must not store or accumulate rubbish, refuse or other waste inside your home, on your balcony, in shared communal areas or in your garden so as to cause a fire hazard, health hazard or nuisance or prevent anyone from moving freely within these areas.</p> <p>Currently not included in existing conditions</p>	<p>4.20 You and <u>anyone living with you or visiting your home</u>, must not store ammunition, oxyacetylene and welding equipment in your home, garden or in any communal areas to your property.</p> <p>4.27 If you and anyone living with you request someone to carry out work in your home, <u>you must ensure that the person who carries out the work is suitably qualified.</u></p> <p>4.28 You and anyone living with you or visiting your home must not store or accumulate rubbish, refuse or other waste inside your home, on your balcony, in shared communal areas or in your garden so as to cause a fire hazard, health hazard or nuisance or prevent anyone from moving freely within these areas. <u>You must dispose of all rubbish and refuse securely, safely and hygienically. You must not let waste or other materials build up around your home as this may cause a fire or attract vermin.</u></p> <p>4.29 <u>You must keep your home in reasonable condition and take steps to prevent condensation and infestation. You are responsible for eradicating mice or other vermin at your property, including any garden.</u></p>	<p>-Independent alterations or fittings needs more thought than given here</p> <p>-Tenants should maintain the right to have repairs taken care of as needed by whoever they choose where SHP fails to provide a repair service</p> <p>-Add dispose of rubbish in the correct containers and not contaminate recycling.</p> <p>-Unless the problems are caused by other persons or influences or outside agencies</p> <p>-Where there is poor insulation or lack of drying facilities SHP should expect that homes will build up condensation</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Currently not included in existing conditions</p>	<p><u>4.30 If you break conditions 4.28 to 4.29 it will be treated as a breach of your tenancy conditions and we may take action (including legal action) to put things right. You may be charged the cost of any action we have to take.</u></p>	<p>-Only if proven that they are at fault</p> <p><u>SHP response</u></p> <p>SHP would require any repairs to be of a certain standard to ensure they do not cause a hazard or risk.</p> <p>Issues relating to recycling bins would not be appropriate to include in the tenancy conditions but can be addressed separately.</p> <p>SHP are looking at supporting residents with condensation issues due to lifestyle choices.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Pets</p> <p>4.29 ...</p> <p>Permission will not be given for:....</p> <ul style="list-style-type: none"> • Dogs specified under the Dangerous Dogs Act 1991. <p>.....</p> <p>If you want to keep a dog, you will normally need to have a private garden, and you will be requested to provide a photograph along with any details of trace recording methods, i.e. chipping.</p> <p>.....</p> <p>Item not currently included in the list</p> <p>You must not:</p> <ul style="list-style-type: none"> • Run a business from your home. This includes breeding animals for sale or boarding kennels. <p>Currently no provision</p>	<p>Pets</p> <p>4.32</p> <p>Permission will not be given for:</p> <ul style="list-style-type: none"> • Dogs specified under the Dangerous Dogs Act 1991 <u>and any legislation that succeeds it.</u> <p>If you want to keep a dog, you will be required to provide a photograph. <u>Dogs must be chipped and details of the chipping supplied.</u></p> <p>You must provide reasonable care for your pet, and not allow it to:</p> <ul style="list-style-type: none"> • Cause noise that disturbs neighbours. <p>You must not:</p> <ul style="list-style-type: none"> • Run a business from your home. <u>This includes breeding animals or running boarding kennels.</u> <p><u>Permission will be withdrawn for an animal that attacks, injures or becomes a threat to any person or other animals.</u></p>	<p>-Doesn't think dogs should be allowed in flats</p> <p>-Garden should be maintained</p> <p>-Private garden seem to have been taken out of the new conditions, do not agree.</p> <p>-Requesting a photo of a dog is an unnecessary breach of privacy</p> <p>-Should add clause on fouling</p> <p>-Should add "of any kind"</p> <p>-Should be allowed to feed the birds</p> <p>-Disagree if all business as some maybe appropriate e.g. looking after small mammals</p> <p>-People with disabilities should be able to run a business from their home if their impairments mean that they are unable to travel for regular work</p> <p><u>SHP response (see next page)</u></p>

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		<p>The comment about dogs not be allowed in flats is noted however the issue is more around responsible pet ownership as there are a number of responsible owners in flats and equally some irresponsible owners who live in houses with private gardens.</p> <p>Private gardens were not mentioned in the previous conditions.</p> <p>It would be inappropriate for all business opportunities to be included if there was no nuisance caused to neighbours (clause 4.6, subject to permission). This clause is specifically for animals.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Alterations (Secure Tenants only)</p> <p>4.33 You may be entitled to compensation for the improvements when you leave your property.</p>	<p>Alterations (Secure Tenants only)</p> <p>4.36 You may be entitled to compensation for <u>certain improvements you have made to your home</u> when you leave the property.</p>	<p>-Not clarified; wording change to “certain improvements” means SHP are at liberty to decide on a case by case basis what improvements they are willing to pay for. This leads to discrimination and issues of the ethics of taste and value</p> <p>-All improvements carried out by tenant should be reimbursed when the tenant moves out</p> <p><u>SHP response</u></p> <p>The wording needs to stay as it is as this is a statutory right. However, a further explanation can be set out in the Tenant’s Handbook if needed.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Aerials and satellite dishes</p> <p>4.35 You must get our written permission if you want to put up aerials or satellite dishes. You must also get any other approval you need before you start the work. If you do not get our permission, do the work badly, or do not keep to our conditions, you must put the property back to how it was before. If you do not do this, we may do the work, and you will have to pay us additional charges to cover the costs of putting the property right.</p>	<p>Aerials and satellite dishes</p> <p>4.38 You must get our written permission if you want to put up an aerial or satellite dish. You must also get any other approval you need before you start the work. If you do not get our permission, do the work badly, or do not keep to our conditions, you must put the property back to how it was before. If you do not do this, we may do the work, and you will have to pay us additional charges to cover the costs of putting the property right. <u>Only in exceptional circumstances will permission be granted for an aerial or satellite dish where there is access to a communal aerial system.</u></p>	<p>-Most foreign programmes are available on Freeview etc, there is little need, if any, at all for many of the dishes set up on estates.</p> <p>-What are exceptional circumstances, service to rectify communal systems must be improved</p> <p><u>SHP response</u></p> <p>This will be considered on a case by case basis.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Parking</p> <p>The following clause applies to you, and other people living with or visiting you, if you have a parking space within the boundaries of your home:</p> <p>4.36 You can park a vehicle, caravan, trailer, or boat in any parking space within the boundary your home. It must be safe, of reasonable size and weight for the parking space, and it must not cause nuisance or inconvenience to your neighbours. You must not use your parking space in a way that breaks the law, or breaks any restrictions on how you can use your land.</p> <p>4.44 If you, or anyone living with or visiting you, leave a vehicle, part of a vehicle or other object anywhere on our land in breach of these parking conditions, we may place a Notice on it giving 14 days notice that we will remove or destroy it. This condition also applies to vehicles, parts of vehicles or other objects which we think:-</p> <ul style="list-style-type: none"> • are abandoned, or • are dangerous, or • are unroadworthy, or • should display a current certificate of taxation, and do not do so, or 	<p>Parking</p> <p><u>The following parking clauses applies to you and other people living with or visiting you:</u></p> <p>4.39 You can park a vehicle in any parking space that you rent with your home or that falls within the boundary of your home. The vehicle must be safe, roadworthy, be of reasonable size and weight for the parking space and must not cause nuisance or inconvenience to your neighbours. You must not use your parking space in a way that breaks the law, or breaks any restrictions on how you can use your land.</p> <p>4.42 You must not put caravans, motor homes, trailers, or boats in parking spaces, in a garden, or other estate areas or estate roads; you must not put parts from caravans, motor homes, trailers, boats or vehicles in parking spaces or other estate areas</p> <p>4.46 If you, or anyone living with or visiting you, leave a vehicle, part of a vehicle or other object anywhere on our land in breach of these parking conditions, we may place a Notice on it giving 14 days notice that we will remove or destroy it. This condition also applies to vehicles, parts of vehicles or other objects which we think:-</p> <ul style="list-style-type: none"> • are abandoned, or • are dangerous, or 	<p>-Should be allowed to park anywhere</p> <p>-An objection has been received to the inclusion of motor homes as there are taxed and insured whereas the other examples are not.</p> <p>-A further objection has been received that the new condition breaches the tenant’s Human Rights and Right to Family Life by removing the opportunity to park their “recreational vehicle” and believes the wording of the proposal is discriminatory against social housing tenants as opposed to owner occupiers.</p> <p>-Must add clear reference to “classic vehicles”</p> <p>-Do not agree that motor homes are included.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<ul style="list-style-type: none"> • should have a current certificate of roadworthiness (MOT) from the Department of Transport, and do not have one. 	<ul style="list-style-type: none"> • are unroadworthy, or • should have a current certificate of roadworthiness (MOT) and do not have one. • should be taxed and are not. • The 14 days' notice period may be dispensed with where we think that the vehicle presents a danger. 	<p>-Works vehicles should not be allowed</p> <p><u>SHP response</u></p> <p>There needs to be restrictions to prevent obstructions, allow access and to show consideration towards others.</p> <p>Following discussions with the Council it was agreed that the reference to motor homes in 4.42 would be removed.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
No current provision	<p>Storing mopeds and scooters</p> <p><u>4.48 You must not keep mopeds, motor scooters or motorbikes inside your home or in communal areas inside the building your home is in (for example, entrance halls, stairs or landings). Battery-powered scooters for use by disabled people may be permitted in certain circumstances but you would need to get our written permission first and comply with any conditions attaching to that permission. Permission will not usually be given where it could create a health and safety or fire risk. If we provide parking areas for battery-powered scooters, you must park any battery-powered scooter within those parking areas.</u></p>	<p>-Very inadequate section. There is a requirement for proper and secure parking including “charging stations” for these vehicles</p> <p>-Should be allowed to be parked on parking spaces, charged and locked or stored in storage shed</p> <p><u>SHP response</u></p> <p>Unfortunately facilities will not always be available for charging vehicles.</p> <p>The agreement wouldn’t prevent parking spaces being used.</p> <p>Following discussions with the Council it was agreed to review the necessity for the inclusion of the word “usually” in the sentence “Permission will not usually be given where it could create a health and safety or fire risk”.</p> <p>This is included because, whilst we cannot compromise health and safety or fire safety and so would not grant permission where such risks apply, we cannot adopt a policy which allows for no variation in exceptional circumstance.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Succession Rights</p> <p>5.5 If you die, your spouse or members of your family may have rights to succeed to a tenancy. We will use the Housing Act 1985 (as amended), the Housing Act 1996, any legislation which replaces it, and surrounding case law, in deciding whether you have the right to succeed.</p> <p>We will treat a Registered Civil Partnership the same as a Civil Marriage, and we will treat persons living together as if in a Civil Partnership the same as persons living together as husband and wife.</p>	<p>Succession Rights</p> <p>5.5 If you <u>have a joint tenancy, should one of you die the other becomes the sole tenant and is regarded as someone who has had a tenancy passed on to them. This ‘uses up’ the right of succession.</u></p> <p>5.6 <u>Where the tenancy is in your sole name, if you die, your spouse/civil partner or members of your family may have rights to succeed to a tenancy as long as you have not previously been a successor. We will use the Housing Act 1985 (as amended), the Housing Act 1996, the Localism Act 2011 and any legislation which replaces it, and surrounding case law and London Borough of Sutton policy, in deciding whether you have the right to succeed. We will treat a Registered Civil Partnership the same as a Civil Marriage, and we will treat persons living together as if in a Civil Partnership the same as persons living together as husband and wife.</u></p> <p><u>A person who takes over the tenancy or receives a new tenancy under this Condition is called a “successor”.</u></p>	<p>-Suggest revised wording from “have not previously been a successor” to “did not succeed to the tenancy”</p> <p>-Suggest revised wording from “deciding” to “determining”</p> <p><u>SHP response</u></p> <p>Wording to be amended as suggested.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>5.6 We may request that anyone who succeeds to this tenancy moves to another property. We will only do this if your home is larger than we think they need. But they will not have to move if they are your spouse, registered Civil Partner, over 60, or are over 50 and have lived with you at the current property for at least 40 years.</p> <p>If we require you to move, we will serve you with a notice not less than 6 months and not more than 12 months after the death of the tenant. If you do not move, we may apply to a court for possession of the property.</p>	<p>5.7 We may require that anyone who succeeds to this tenancy moves to another property, <u>and we will offer the successor alternative accommodation suitable to their needs.</u> We will only do this if your home is larger than we think they need <u>or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled. They will not have to move if they are your spouse or partner.</u></p> <p>5.8 If we require <u>a successor</u> to move, we will serve notice not less than 6 months and not more than 12 months after the death of the tenant. <u>If the successor does not move,</u> we may apply to a court for possession of the property.</p>	<p>-In cases where a child/spouse is unable to be a successor to a property after the death of a parent/guardian/partner, help should be given to cover costs of moving to another property if the move has been at the request of SHP</p> <p><u>SHP response</u></p> <p>This is a matter of policy and not for the tenancy agreement.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Currently not included in the existing conditions.</p>	<p>Your Right to Buy Your Home (Secure Tenants Only)</p> <p><u>5.10 As long as you qualify under the legislation, you may have the Right to Buy your home under the Housing Act 1985.</u></p> <p><u>5.11 You will not be able to exercise the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation.</u></p>	<p>-No timescale specified, is there a reason for this?</p> <p>-All secure tenants should be allowed to buy their homes 1 year after moving in or at a discount if they have lived there 10-20 years</p> <p><u>SHP response</u></p> <p>This is prescribed by statute. A detailed explanation could be included in the Tenant's Handbook or a fact sheet.</p>

Existing Term or Condition	New Term or Condition	Comments received/ SHP response
<p>Changing this agreement</p> <p>6.2 We can also change any other part of this agreement by following this procedure. If we are planning to do this, we will consult you and consider all the comments we receive.</p>	<p>Changing this agreement</p> <p>6.2 <u>Except for changes in rent, or any other charges, the terms of this agreement can only be changed if we give you written notice that we intend to alter the agreement. If we give you notice that we intend to alter the agreement, we will give you 28 days to tell us your views on the proposed changes. After considering your views, we will issue you with a Notice of Variation, which sets out the changes. The revised agreement will come into effect in a further 28 days. This tenancy may also be amended where you and we agree in writing.</u></p>	<p>-Considering views must also involve undertaking any need for required action in regard to those views. Further consultation must be taken up as necessary where it is clear that someone makes a valid argument against proposals</p> <p>This section is in contradiction to the spirit of LBS and TPAS. The resident experience on the term “we will consider your views” is tainted. This area needs to be completely restructured in line with the Councillor’s stand on these matters.</p> <p><u>SHP response</u></p> <p>The statutory consultation process will be followed.</p>

Additional comments received

A number of comments have been received which don't relate to a specific tenancy condition:

-Thank you for your letter explaining your proposed changes, however I don't wish for my tenancy to be changed for reason of many confusions within your Council, however I see no reason for you to do this.

- The law was changed to what is stated (succession) however there are a number of moral issues which arise from this central Government decision which I intend to take up with whoever is the next Housing Minister.

-I would be opposed to the finding in the report sent to me 16 April, it contradicts The Mental Health Act 2005

-There should be a water tap provided outside to provide water to wash cars and water plants.

-This is a very one sided document that underlines additions but DOES NOT highlight extractions. The numbering in both column A and B is inconsistent. The English and terminology is very poor and unclear. This document needs to be perused and amended by a registered member within the legal profession. Case law numbers and references should be quoted for any legal responsibility. Where can the full legal responsibilities of the landlord be found to be documented?? Noise abatement and anti-social behaviour of residents or visitors, must follow a formal procedure. In conclusion, I am very shocked by the low level of professionalism that has led to this document being produced, albeit 'in consultation'.

-Suggested new wording 3.25 If your home has gas appliances that we need to service, inspect or repair, you must let us or our contractors into your home to allow us to do this. Our term gas maintenance contractor will arrange a reasonable time with you. If you have not let them into your home after two written notices, we can via a court order force entry to your home to allow them to carry out the work.

-“With certain elements being at odds with the superior common-law, the tenancy conditions, both existing and proposed by SHP, confound the principles essential to fostering a fair and equal community. The regime of limitation, restrictions and outright-bans listed, clearly create “a stigmatized underclass”, whereby, according to the nature of the rules imposed, SHP assumes its tenants cannot be trusted with, or, are undeserving of, having the same basic rights and freedoms as their home-owning counter parts, living just next door. In effect, the tenancy terms and conditions imposed by SHP confiscate certain rights and freedoms from its tenants which are then sold back to the tenant along with a mortgage granted under the right to buy scheme “how absurdly improper is that” In short, the tenancy terms and conditions listed by SHP unreasonably discriminate against those who cannot afford to buy their own home, thereby creating a system of blatant double-standards, founded purely upon a person’s-financial-status and their purchasing power. PS There is little more anti-social than smelly, air polluting and potentially dangerous back garden bonfires. I note that Sutton Council and SHP do-not have any policy on the issue why?