

Cabinet

DOCUMENTS FOR THE MEMBERS ROOM

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MEMBERS ROOM DOCUMENTS ATTACHED TO THE LISTED REPORTS

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MEMBERS ROOM DOCUMENTS

9 **SCC SOCIAL HOUSING TENANCY AGREEMENT - PROPOSED AMENDMENTS**

□ (Pages 1 - 50)

Monday, 9 December
2019

SERVICE DIRECTOR, LEGAL AND GOVERNANCE

Proposed Tenancy Agreement - Consultation feedback

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Introduction

1. Southampton City Council undertook public consultation on proposed changes to the tenancy agreement held by tenants of the council. The consultation took place between 25 July 2019 and 16 October 2019.
2. The council last updated the tenancy agreement 16 years ago and there was a need to bring it up to date to meet current legislative requirements as well as wanting to make some changes to the terms and conditions.
3. This report summarises the aims, principles, methodology and results of the public consultation. It provides a summary of the consultation responses both for the consideration of decision makers and any interested individuals and stakeholders.
4. It is important to be mindful that a consultation is not a vote, it is an opportunity for stakeholders to express their views, concerns and alternatives to a proposal. This report outlines in detail the representations made during the consultation period so that decision makers can consider what has been said alongside other information.

Aims

5. The aim of this consultation was to:
 - Communicate clearly to residents and stakeholders the proposed changes to the tenancy agreement held by tenants of the council.
 - Ensure any resident, business or stakeholder who wishes to comment on the proposals has the opportunity to do so, enabling them to raise any impacts the proposals may have.
 - Allow participants to propose alternative suggestions for consideration which they feel could achieve the objective in a different way.
 - Provide feedback on the results of the consultation to elected Members to enable them to make informed decisions about how to best progress.
 - Ensure that the results are analysed in a meaningful, timely fashion, so that feedback is taken into account when decisions are made.

Consultation principles

6. The council takes its duty to consult with residents and stakeholders on changes to services very seriously. The council's consultation principles ensure all consultation is:
 - Inclusive: so that everyone in the city has the opportunity to express their views.
 - Informative: so that people have adequate information about the proposals, what different options mean, and a balanced and fair explanation of the potential impact, particularly the equality and safety impact.
 - Understandable: by ensuring that the language used to communicate is simple and clear and that efforts are made to reach all stakeholders, for example people who are non-English speakers or disabled people.
 - Appropriate: by targeting people who are more likely to be affected and using a more tailored approach to get their feedback, complemented by a general approach to all residents, staff, businesses and partners.
 - Meaningful: by ensuring decision makers have the full consultation feedback information so that they can make informed decisions.
 - Reported: by letting consultees know what was done with their feedback.
7. Southampton City Council is committed to consultations of the highest standard, which are meaningful and comply with the following legal standards:
 - Consultation must take place when the proposal is still at a formative stage
 - Sufficient reasons must be put forward for the proposal to allow for intelligent consideration and response
 - Adequate time must be given for consideration and response

- The product of consultation must be carefully taken into account.
- Public sector organisations in Southampton also have a compact (or agreement) with the voluntary sector in which there is a commitment to undertake public consultations for a minimum of 12 weeks wherever possible. This aims to ensure that there is enough time for individuals and voluntary organisations to hear about, consider and respond to consultations. It was felt that a 12 week consultation period would be the best approach.
 - As a landlord, the Council has a legal responsibility to consult with all Southampton City Council tenants who will be affected by proposed changes to their tenancy agreement according to the Housing Act 1985, Section 103.

Consultation methodology

- Deciding on the best process for gathering feedback from stakeholders when conducting a consultation requires an understanding of the audience and the focus of the consultation. It is also important to have more than one way for stakeholders to feedback on the consultation, to enable engagement with the widest range of the population. Previous best practice was also considered in the process of developing the consultation methodology.
- The agreed approach for this consultation was to use a combination of online and paper questionnaires as the main basis, supported by a range of drop-in sessions with those directly affected. Feedback was also received through emails and letters.
- This approach of open consultation, supported by a wide range of communications ensured that as many people as possible were aware of the issues and could have their say if they chose to.

Questionnaire

- The main vehicle for gathering feedback through the consultation was a combination of online and paper questionnaires. Questionnaires enable an appropriate amount of explanatory and supporting information to be included in a structured questionnaire, helping to ensure respondents were aware of the background and detail of the proposals.
- Paper copies of the questionnaire were made available in libraries, supported housing complexes and local housing offices. Paper copies of the questionnaire in an alternative format could also be requested by contacting the council.

Public drop-ins

- There were a total of 5 public meetings at the following times and locations throughout the consultation period. These were designed for people to ask questions about the proposals and give their views.

| Date | Time | Location |
|-------------------------------|---------------|---------------|
| 20 th August 2019 | 19:00 – 20:00 | Milner Court |
| 22 nd August 2019 | 19:00 – 20:00 | Challis Court |
| 28 th August 2019 | 19:00 – 20:00 | Medwall court |
| 29 th August 2019 | 19:00 – 20:00 | Weston Court |
| 11 th October 2019 | 10:30 – 11:30 | Milner Court |

Additional feedback channels

- A telephone number was advertised on all paper copies of the consultation and as part of the letter sent out to all tenants, for anyone that had any questions or would like further information.

17. The tenant.engagement@southampton.gov.uk email address was advertised as a way that people could send their comments on the proposals.

Promotion and communication

18. Throughout the consultation, every effort was made to ensure that as many people as possible were aware of the proposals and had every opportunity to have their say.

19. The consultation was promoted in the following ways:

- Letter sent to all council housing tenants to make them aware of the proposals and consultation.
- A link to the consultation questionnaire, current tenancy agreement, draft tenancy agreement, table of proposed changes, letter to residents, frequently asked questions and the Equalities and Safety Impact Assessment were included on the consultation section of the council website.
- Articles in Tenants' link article and Tenants' link specials.
- Promotion in the Southampton City Council e-alert, Your City Your Say.
- Promotion on Southampton City Council social media pages and also council housing pages.
- The consultation was discussed at the following groups: Block Rep Forum, Supported Housing Forum, Joint Tenants Panel.
- There was a notice on the Homebid portal to advise applicants on the Housing waiting list.
- New tenants were made aware of the consultation at the sign up to their new tenancy.
- The consultation was promoted to leaseholders in council blocks in their annual statement.
- Paper copies of the consultation were left in all libraries, supported housing complexes and local housing offices.
- An email was sent out to all Housing Services Staff.
- Emails were sent to: all local Tenants Associations; SCC Homebid partners (Housing associations and registered providers); Citizens Advice Bureau; Age UK.

Summary of consultation feedback

Overall respondents

20. Overall, there were **363** separate written responses to the consultation.

21. The majority of responses were received through the consultation questionnaire; 347 in total. Additional written responses were received through emails and letters. The breakdown of all written responses is shown with table 1 below.

| Feedback route | Total number of responses |
|----------------------------------|---------------------------|
| Questionnaire (Paper and online) | 347 |
| Emails and letters | 16 |
| Total | 363 |

Table 1

22. In addition to written responses to the consultation, there were a number of public engagements and meetings as well as a telephone number which people could use to provide verbal feedback.

23. All written and verbal feedback received is summarised within the following sections.

Breakdown of questionnaire respondents

24. A number of questions were asked within the questionnaire to find out a bit more about the respondents to help contextualise their response.

25. The first question asked respondents what their interest in the consultation was. Figure 1 shows the breakdown of responses to this question. Please note percentages add up to more than 100% as respondents could select multiple options. The highest proportion of respondents were interested in the consultation because they are council tenants (66% respondents). A total of 158 respondents, which represented 46% of all respondents, described themselves as a resident of Southampton. A further 15 respondents, were interested in the consultation as leaseholders in council owned blocks. Of the remaining categories, 13 respondents were interested in the consultation as employees of Southampton City Council; 11 respondents as a community group or organisation; 5 respondents as a business or organisation; 3 as a resident elsewhere in Hampshire; 2 as political members and a further 13 respondents selected "other".

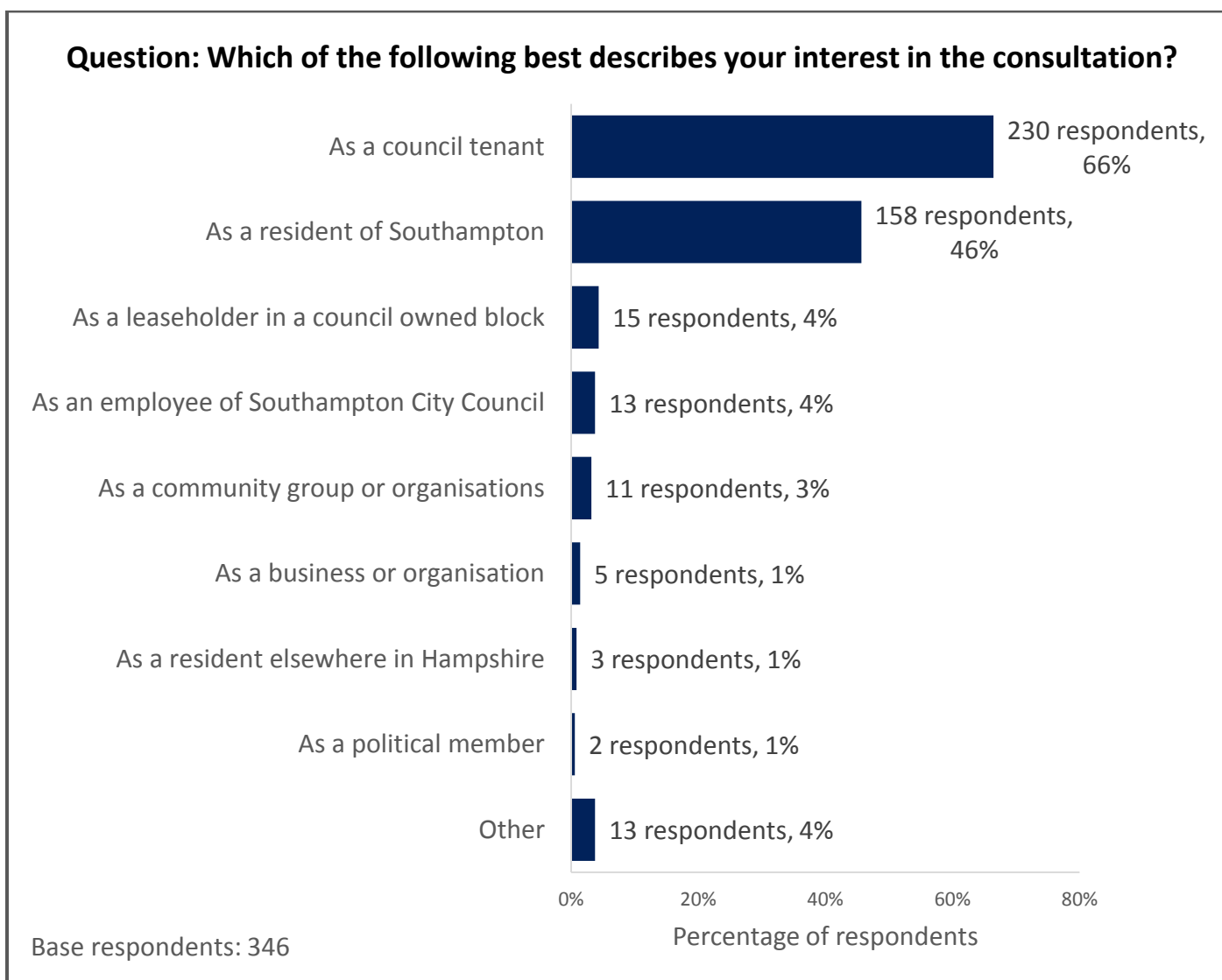


Figure 1

26. Figure 2 shows the breakdown of respondents by gender. The highest proportion of respondents described themselves as female (57%). A further 41% of respondents described themselves as male and the remaining 2% of respondents described themselves in another way.

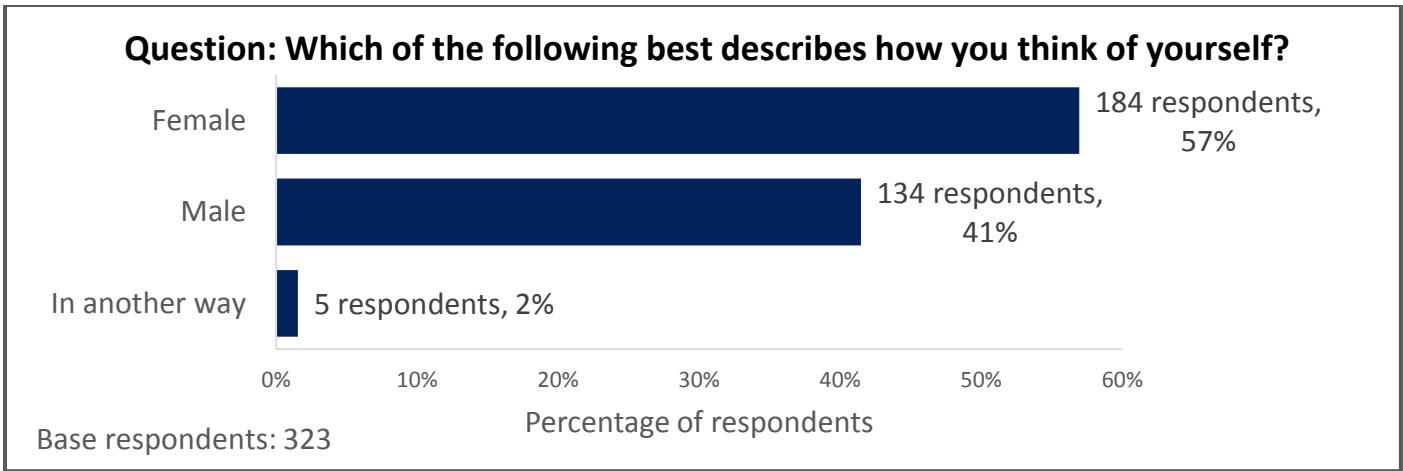


Figure 2

27. Figure 3 shows the breakdown of respondents by age. The largest proportion of respondents were aged between 55 and 74; 25% of respondents were aged 55-64 and 24% of respondents were aged 65-74. The age groups with the fewest consultation respondents were under the age of 25 and over the age of 85.

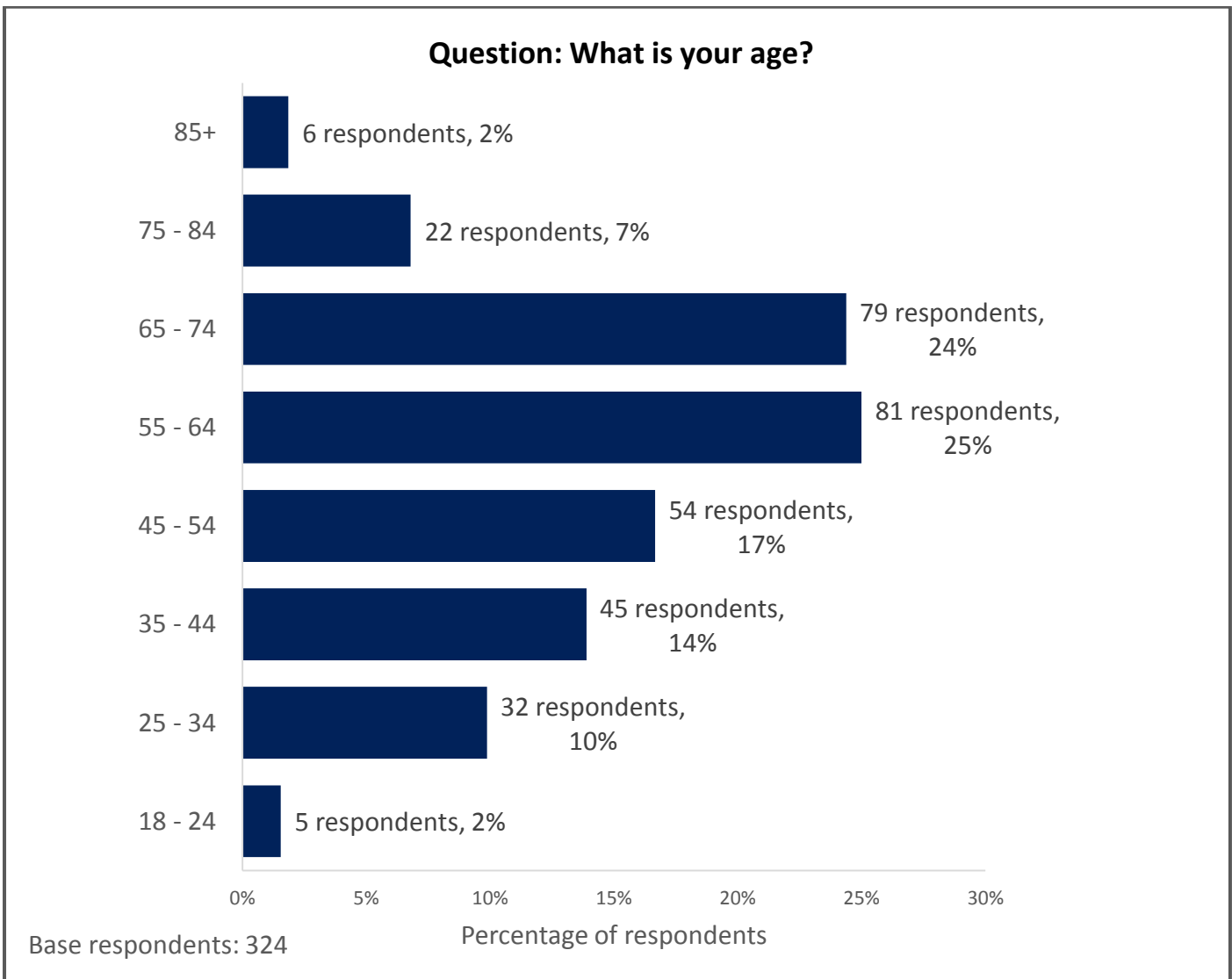


Figure 3

28. The final demographic question asked respondents for their ethnicity (Figure 4). A total of 94% described themselves as White. Of the remaining 6%, 2.6% described themselves as Asian or Asian British, 1.9% as any other ethnic group, 1% as Black, African, Caribbean or Black British and 0.6% as Mixed or multiple ethnic groups.

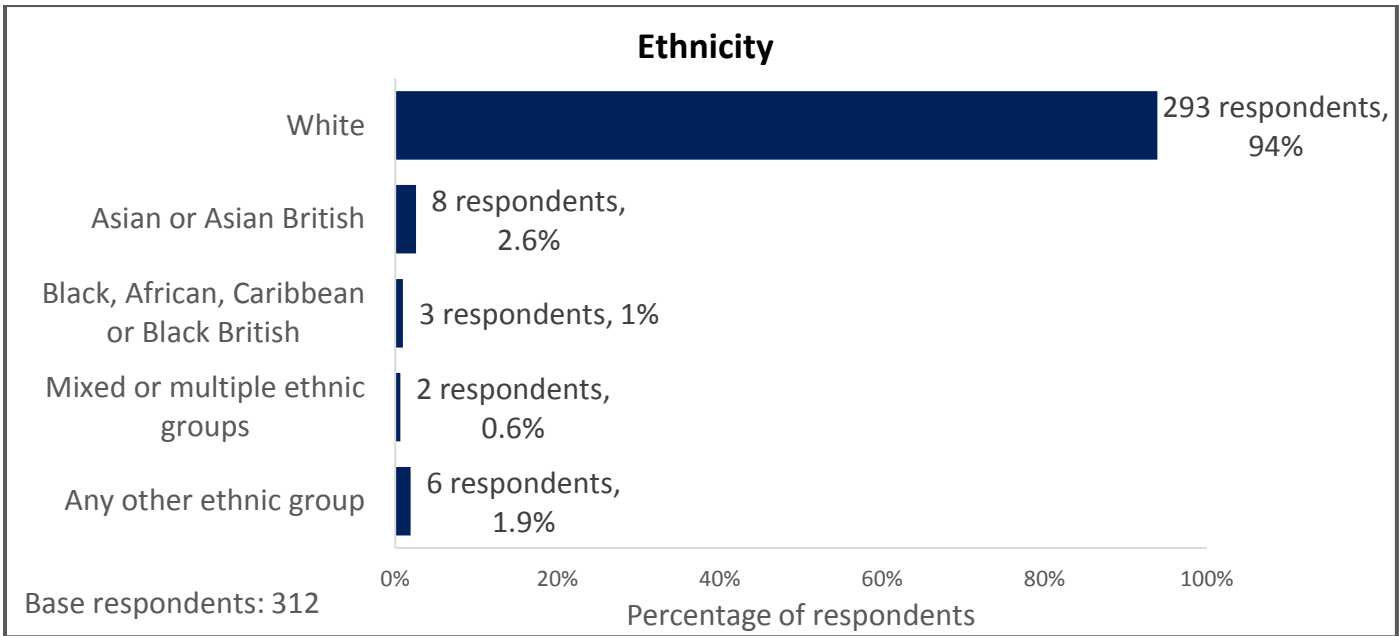


Figure 4

Quantitative feedback from the questionnaire

Levels of agreement and disagreement with the proposals

29. The first question asked respondents to what extent they agreed or disagreed with the proposed changes to the garden maintenance part of the tenancy agreement. Figure 5 shows that 83% of respondents expressed a level of agreement with the proposals, of which 49% strongly agreed and 35% agreed. A further 9% of respondents neither agreed nor disagreed with the proposals. The remaining 8% of respondents expressed disagreement with the proposals of which 4% disagreed and 4% strongly disagreed.

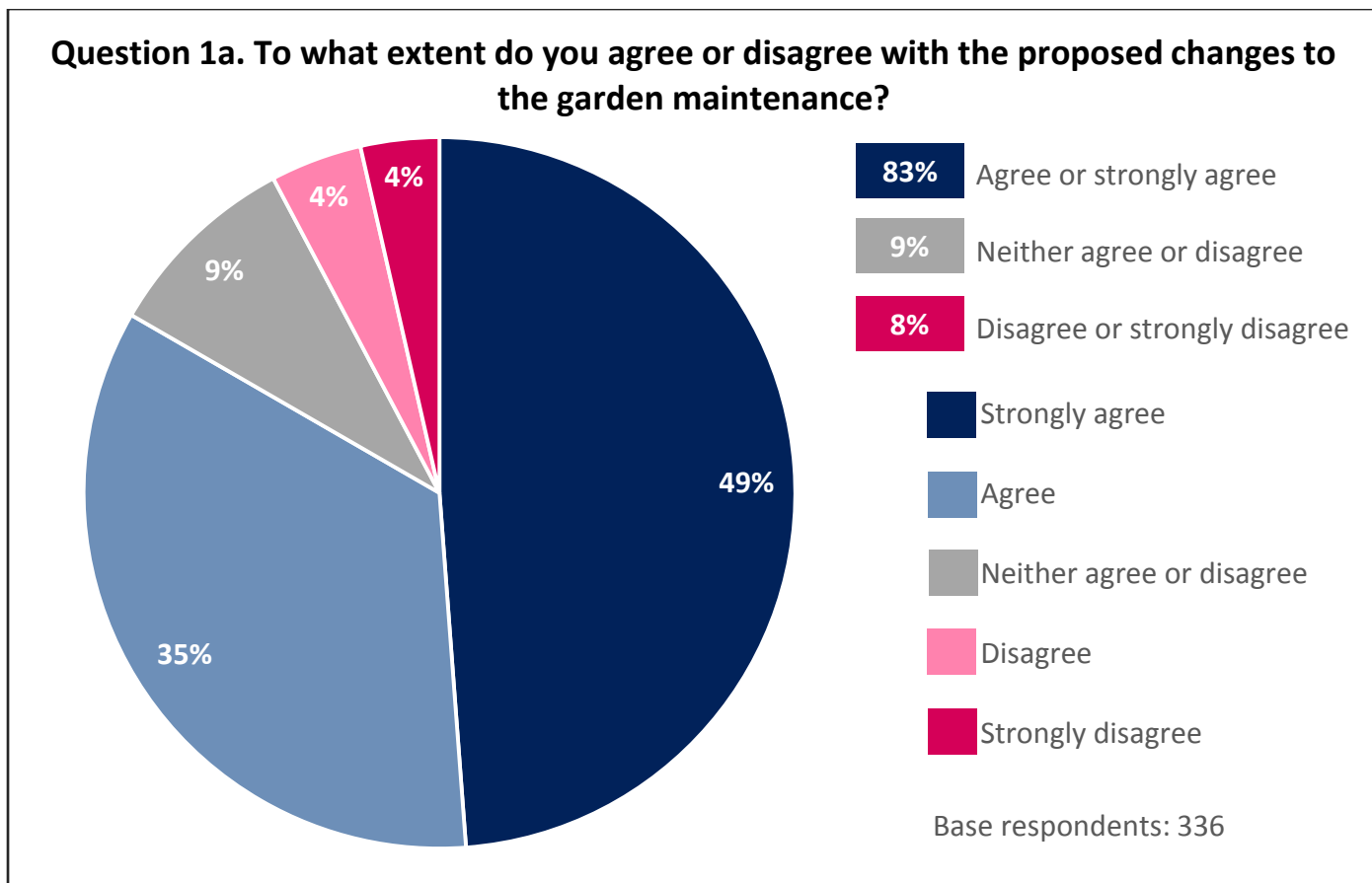


Figure 5

30. The results of this question were then broken down to find out what the views were of council tenants and can be found in Figure 6. Council tenants expressed lower levels of agreement; 77% in total compared to 83% overall. Levels of disagreement were also higher for council tenants as 10% disagreed with the proposals compared to 8% of respondents overall.

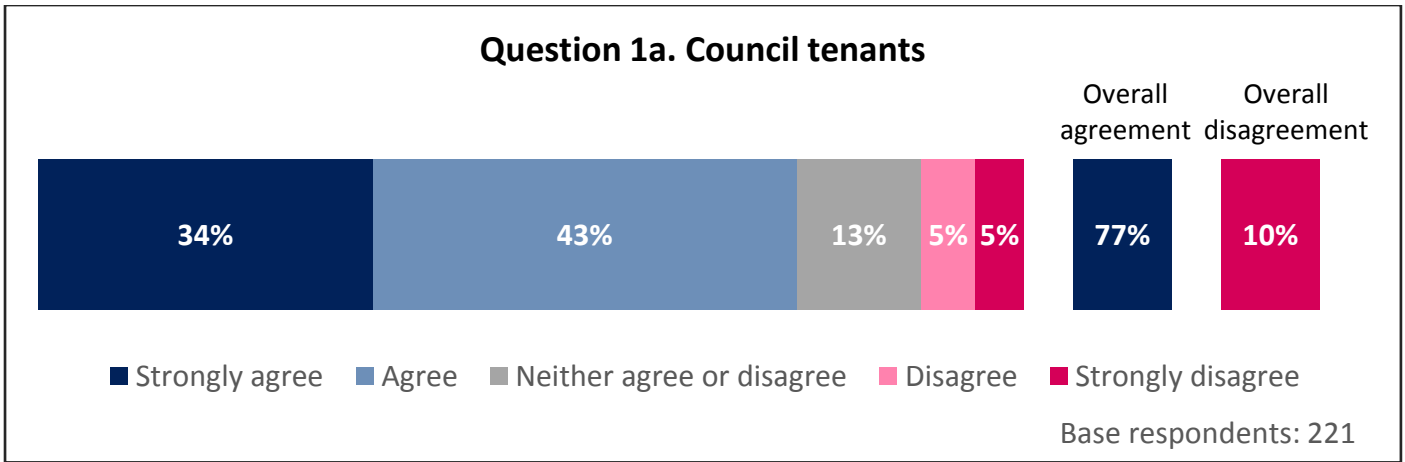


Figure 6

31. Figure 7 shows the results of question 1b where respondents were asked to what extent they agree or disagree with the proposed changes to the tenancy start dates. A total of 88% of respondents expressed overall agreement with the idea of allowing tenancies to start on other days of the week to a Monday. Of this, 47% strongly agreed and 41% agreed with the idea. A further 8% neither agreed nor disagreed. Overall, 4% of respondents either disagreed or strongly disagreed with the proposal; of which 2% disagreed and 1% strongly disagreed.

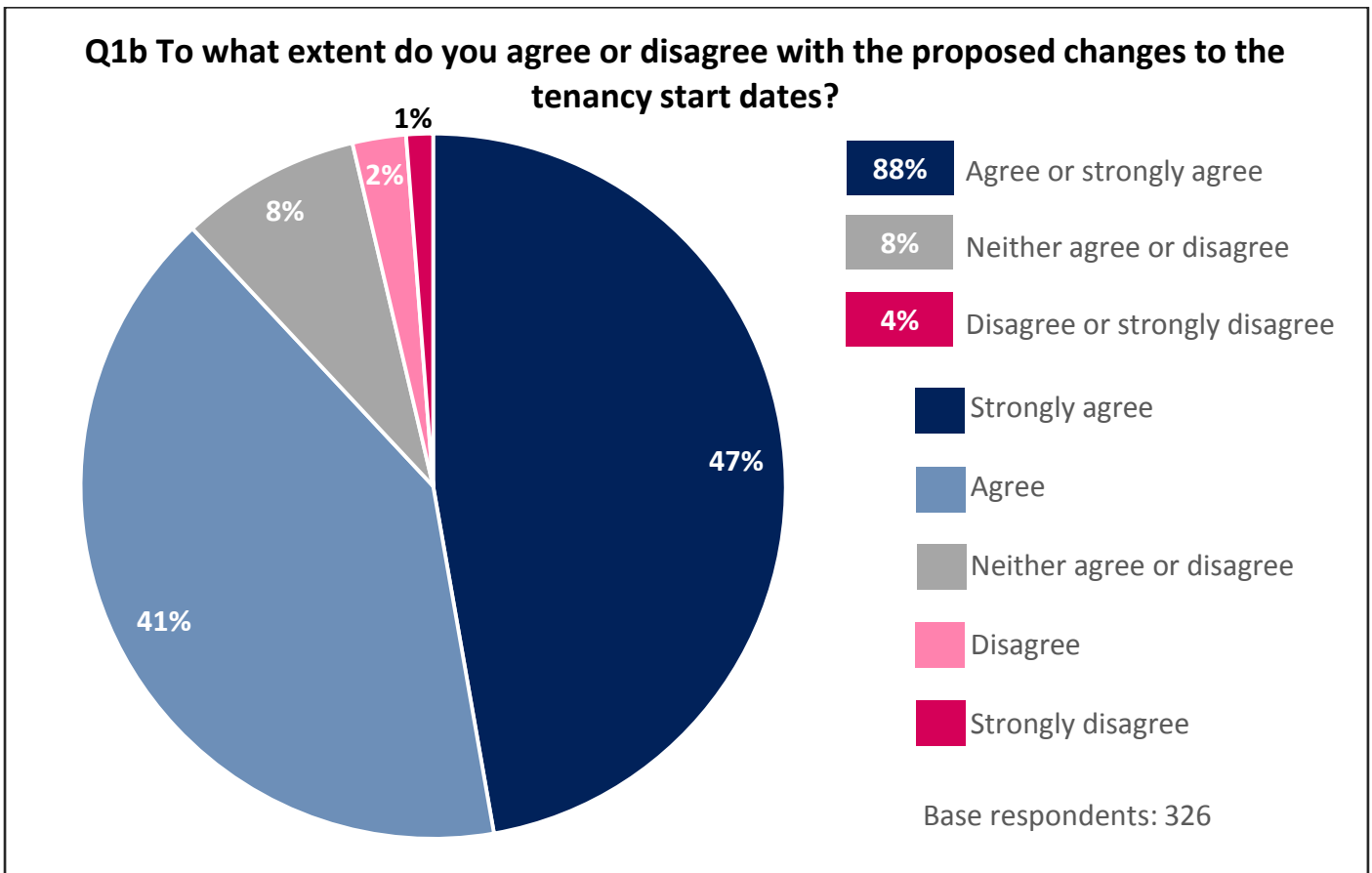


Figure 7

32. Figure 8 shows the results of this question broken down to find out what the views were of council tenants. In comparison to respondents overall, council tenants expressed lower levels of agreement; 85% in total compared to 88% overall. Levels of disagreement were the same for council tenants as it was for respondents overall.

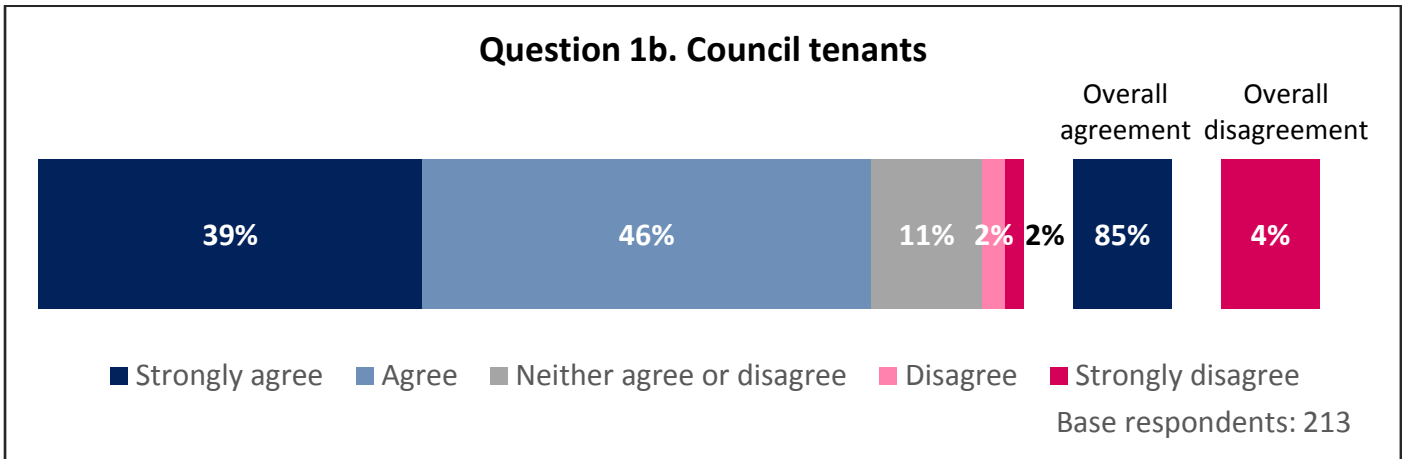


Figure 8

33. Respondents were asked to what extent they agree or disagree with the proposed changes to the subletting section of the tenancy agreement. The results in figure 9 show that overall, 92% of respondents expressed agreement with the proposals and 3% expressed disagreement. Of this 68% strongly agreed, 24% agreed, 2% disagreed and 1% strongly disagreed. The remaining 5% of respondents neither agreed nor disagreed.

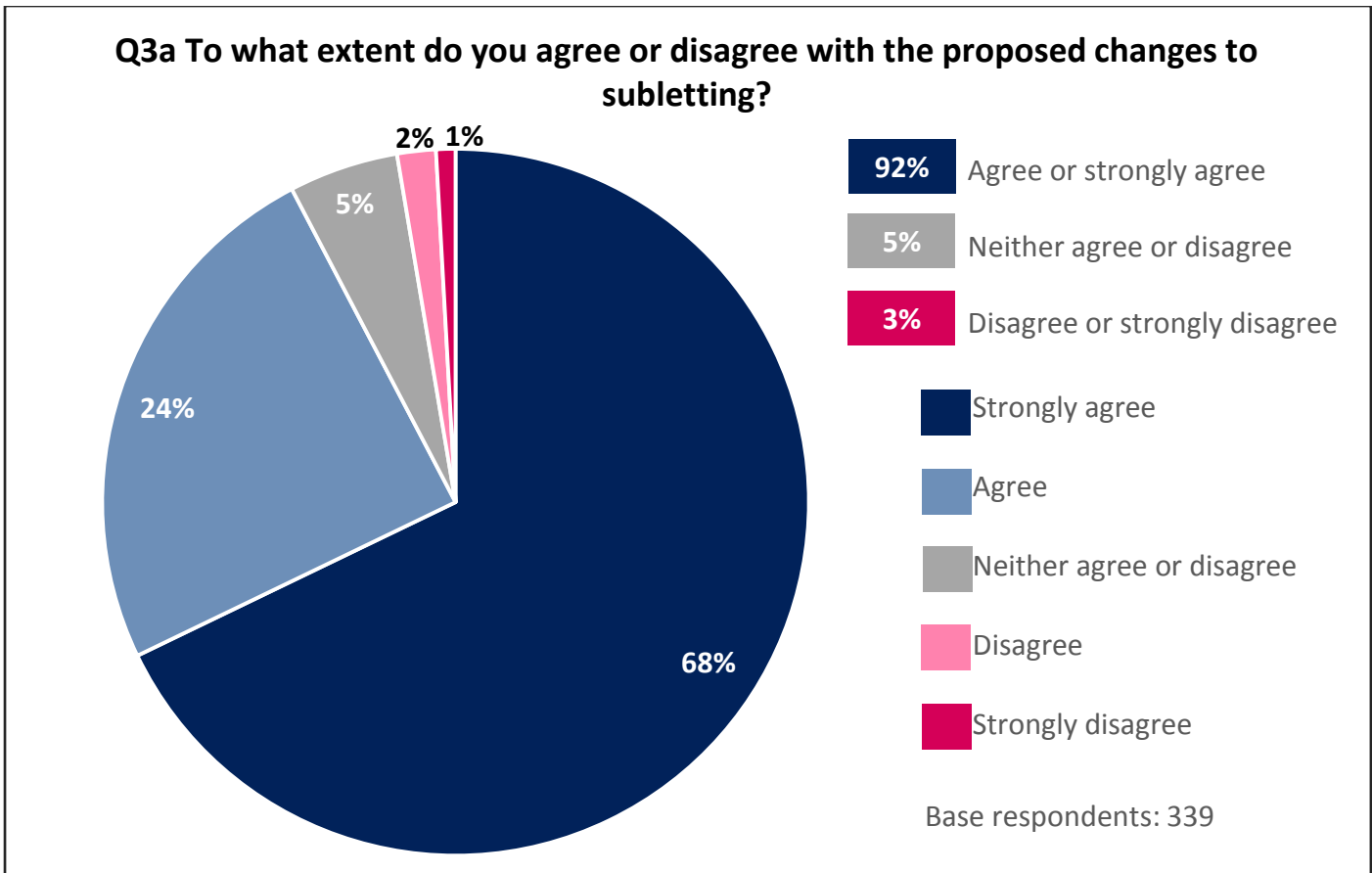


Figure 9

34. Figure 10 gives a breakdown of council tenant's responses to the subletting proposed changes. Council tenants expressed slightly lower levels of agreement and disagreement compared to overall (91% of council tenants expressed agreement compared to 92% overall and 2% of council tenants expressed disagreement compared to 3% overall).

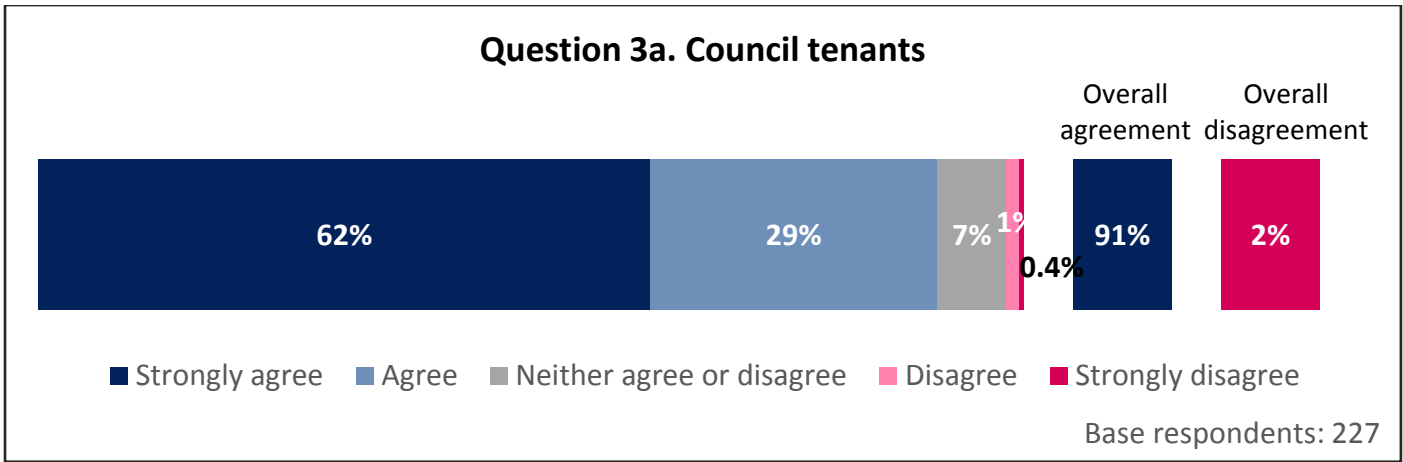


Figure 10

35. Respondents were then asked their thoughts on the proposal to move from a 48 week rent year to a 52 week rent year and remove the non-rent weeks. Figure 11 shows a total of 60% of respondents expressed agreement and 24% of respondents expressed disagreement. Of this 29% strongly agreed, 32% agreed, 8% disagreed and 16% strongly disagreed. This is the lowest level of agreement and highest level of disagreement throughout the consultation. The remaining 15% of respondents neither agreed nor disagreed with the proposals.

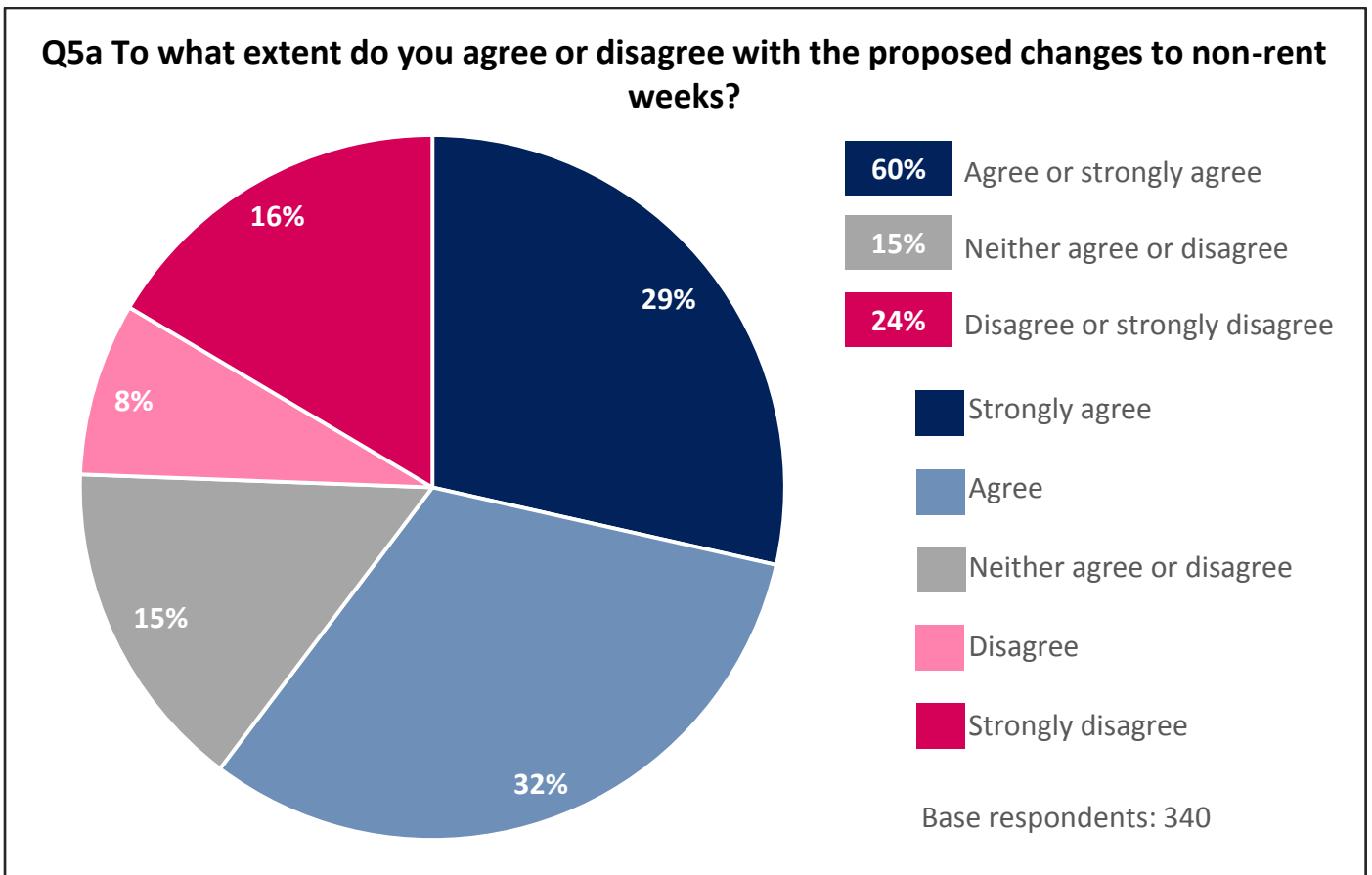


Figure 11

36. Figure 12 shows the views of council tenants on non-rent weeks. Less than half (49%) of council tenants expressed agreement with the proposed changes to non-rent weeks compared to 60% of respondents overall. A third (33%) of council tenants expressed disagreement with the non-rent weeks proposal, whilst 24% of all respondents disagreed.

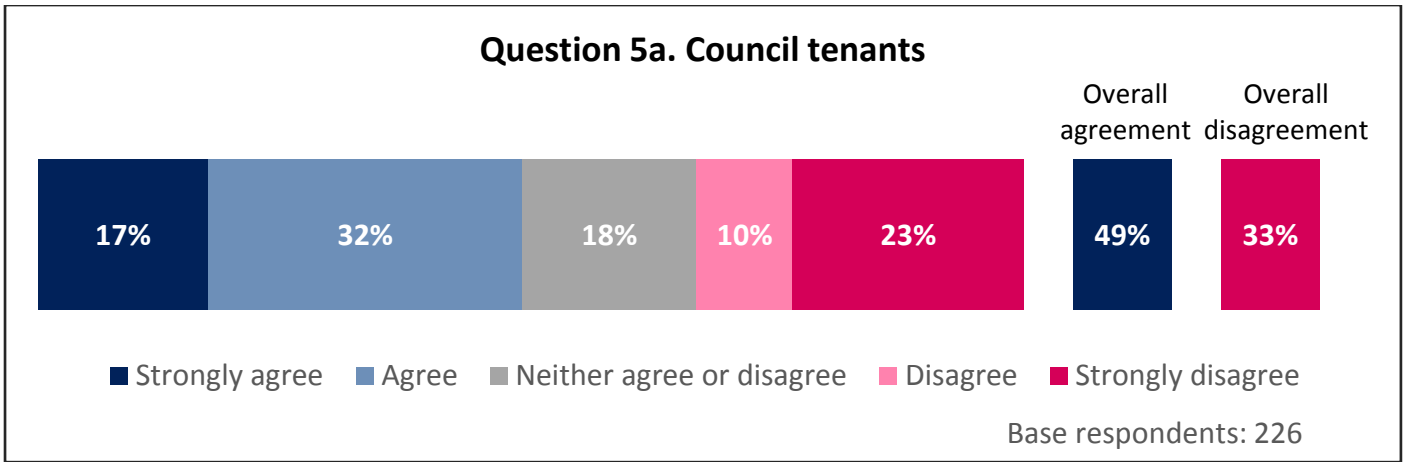


Figure 12

37. Figure 13 shows what respondents thought of the proposed changes to the health and safety considerations in the tenancy agreement. A total of 84% of respondents expressed agreement. This comprised 47% of respondents that strongly agreed and 37% of respondents that agreed. A further 11% of respondents neither agreed nor disagreed. There were 5% of respondents that expressed disagreement with the proposal (3% disagree, 2% strongly disagree).

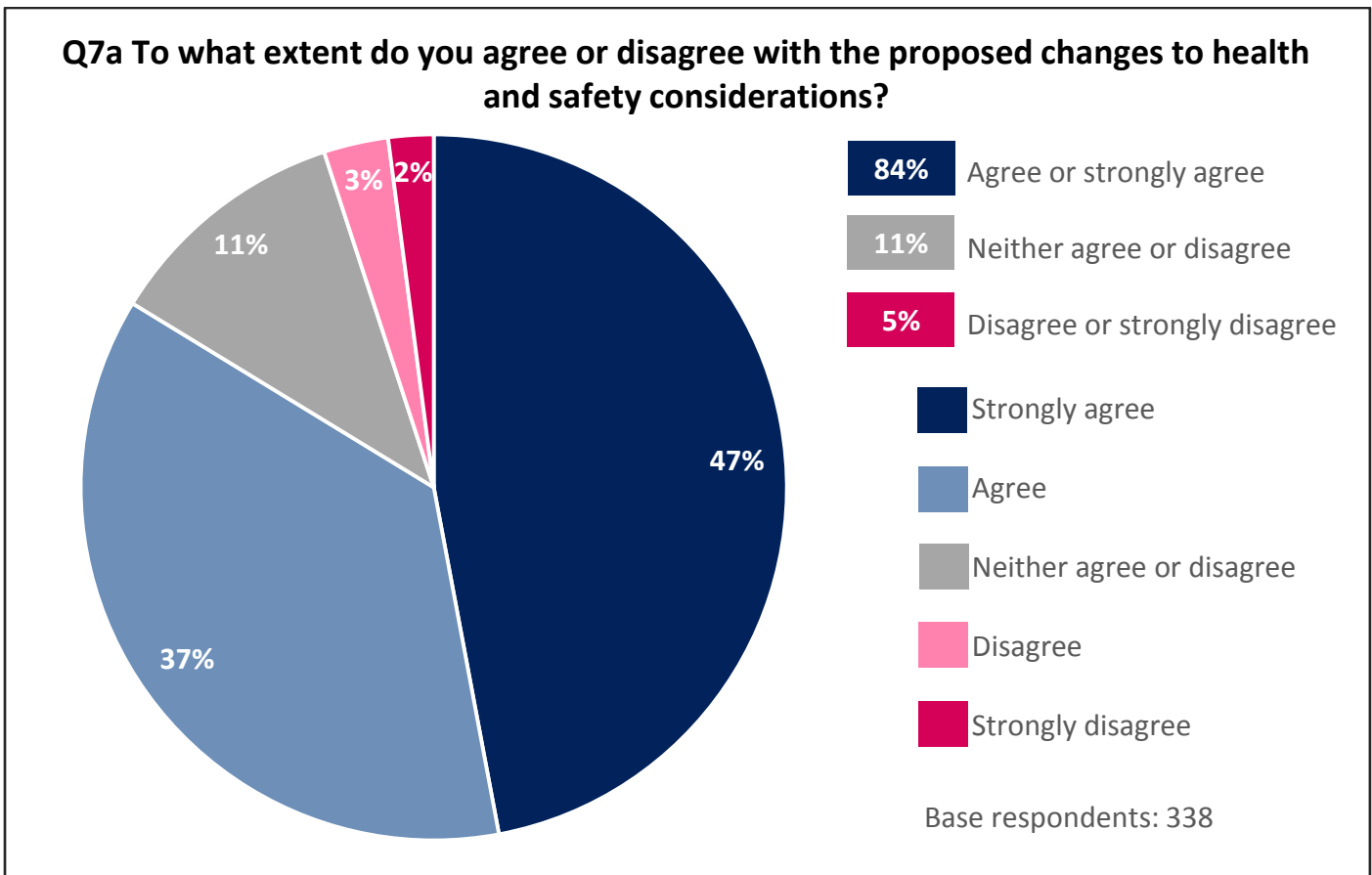


Figure 13

38. The results of this question were then broken down to find out what the views were of council tenants and can be found in Figure 14. Council tenants expressed lower levels of agreement; 78% in total compared to 84% overall. 6% of council tenants disagreed with the proposals compared to 5% of respondents overall.

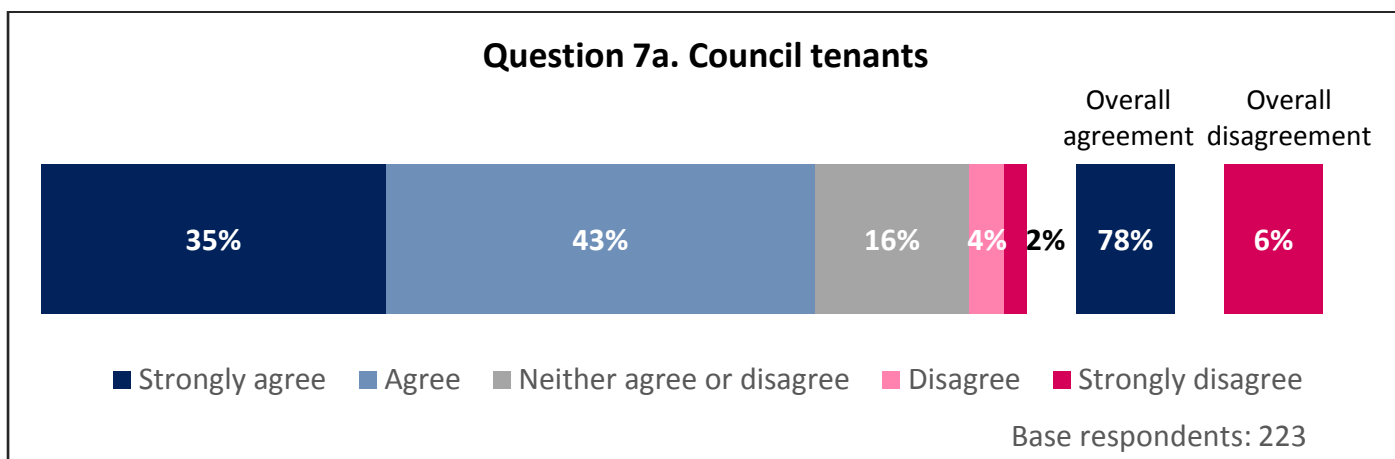


Figure 14

39. The next question asked respondents to what extent they agree or disagree with the proposed changes to use of gardens, yards and balconies. As figure 15 illustrates the majority of people expressed agreement with the proposed changes; this was made up of 42% strongly agreeing and 39% agreeing. A further 11% neither agree nor disagree and 8% expressed some level of disagreement (4% disagree; 4% strongly disagree).

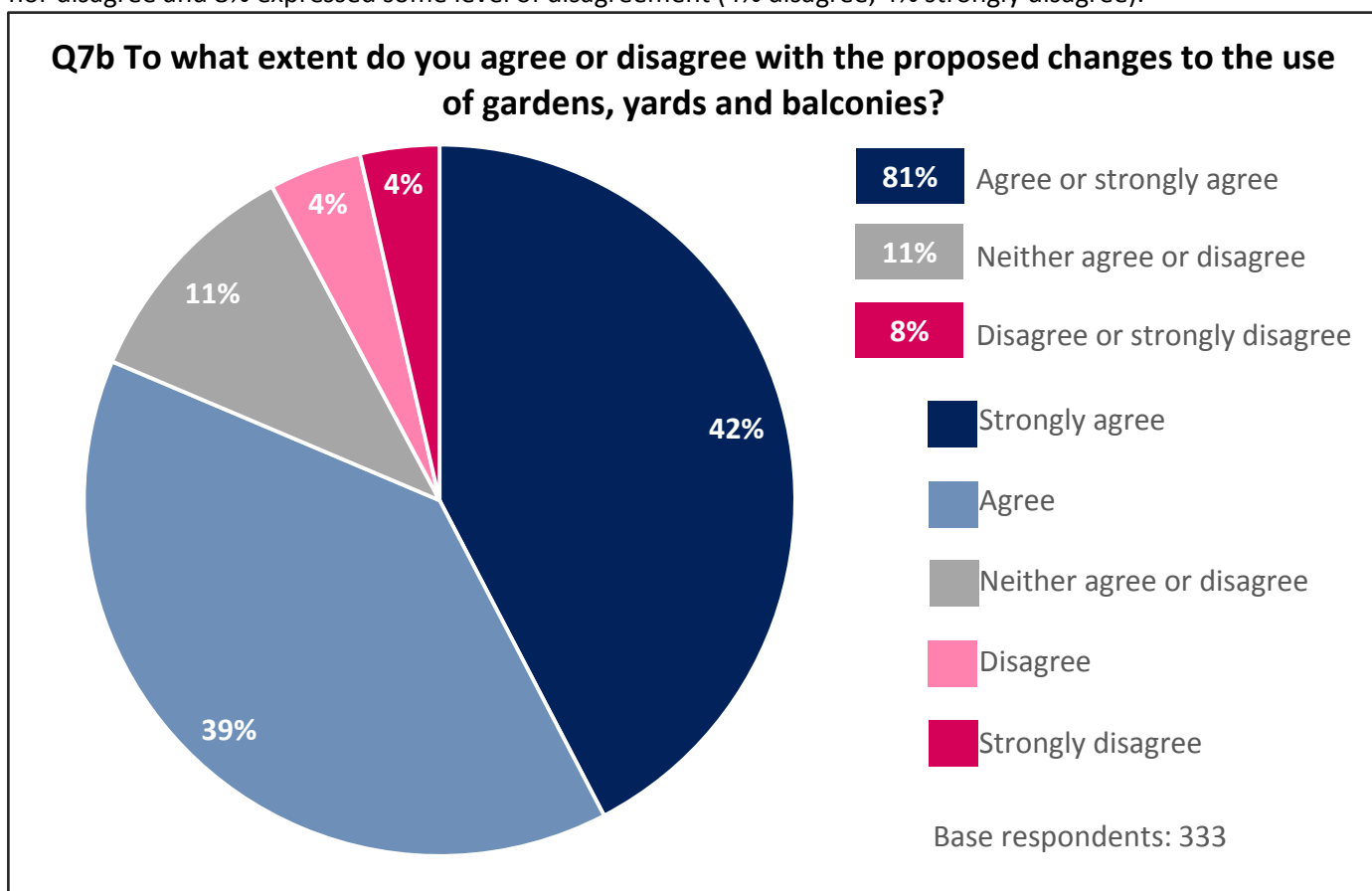


Figure 15

40. Figure 16 gives a breakdown of council tenant's responses to the proposed changes relating to the use of gardens, yards and balconies. Council tenants expressed slightly lower levels of agreement and higher levels of disagreement compared to overall (76% of council tenants expressed agreement compared to 81% overall and 10% of council tenants expressed disagreement compared to 8% overall).

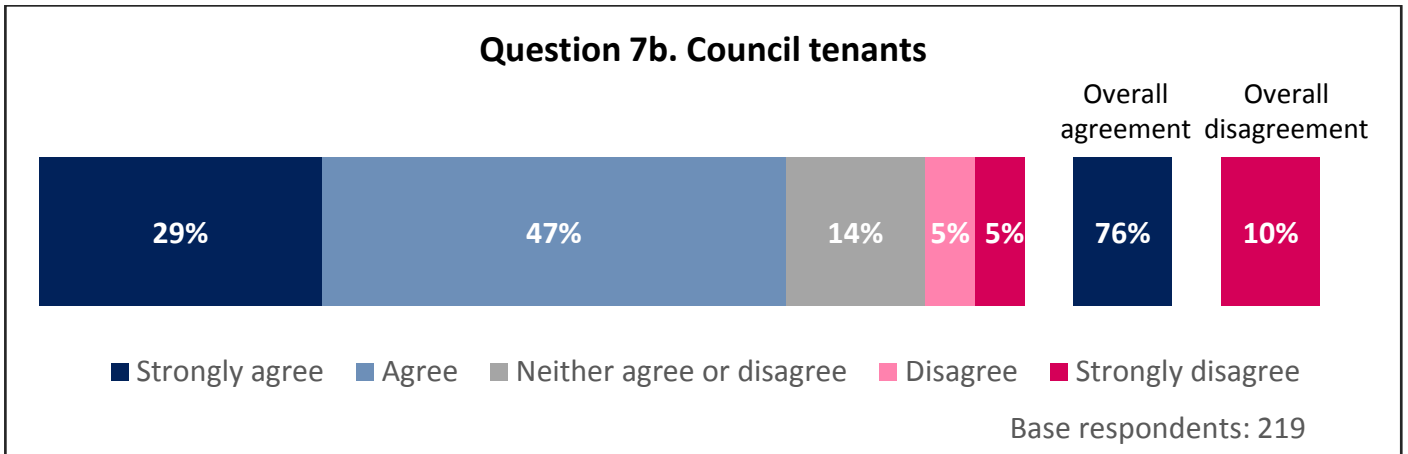


Figure 16

41. Figure 17 shows the results of question 7c where respondents were asked to what extent they agree or disagree with the proposed changes regarding alterations to property in the tenancy agreement. A total of 80% of respondents expressed overall agreement with the changes proposed. Of this, 42% strongly agreed and 38% agreed with the idea. A further 12% neither agreed nor disagreed. Overall, 9% of respondents either disagreed or strongly disagreed with the proposal; of which 6% disagreed and 3% strongly disagreed.

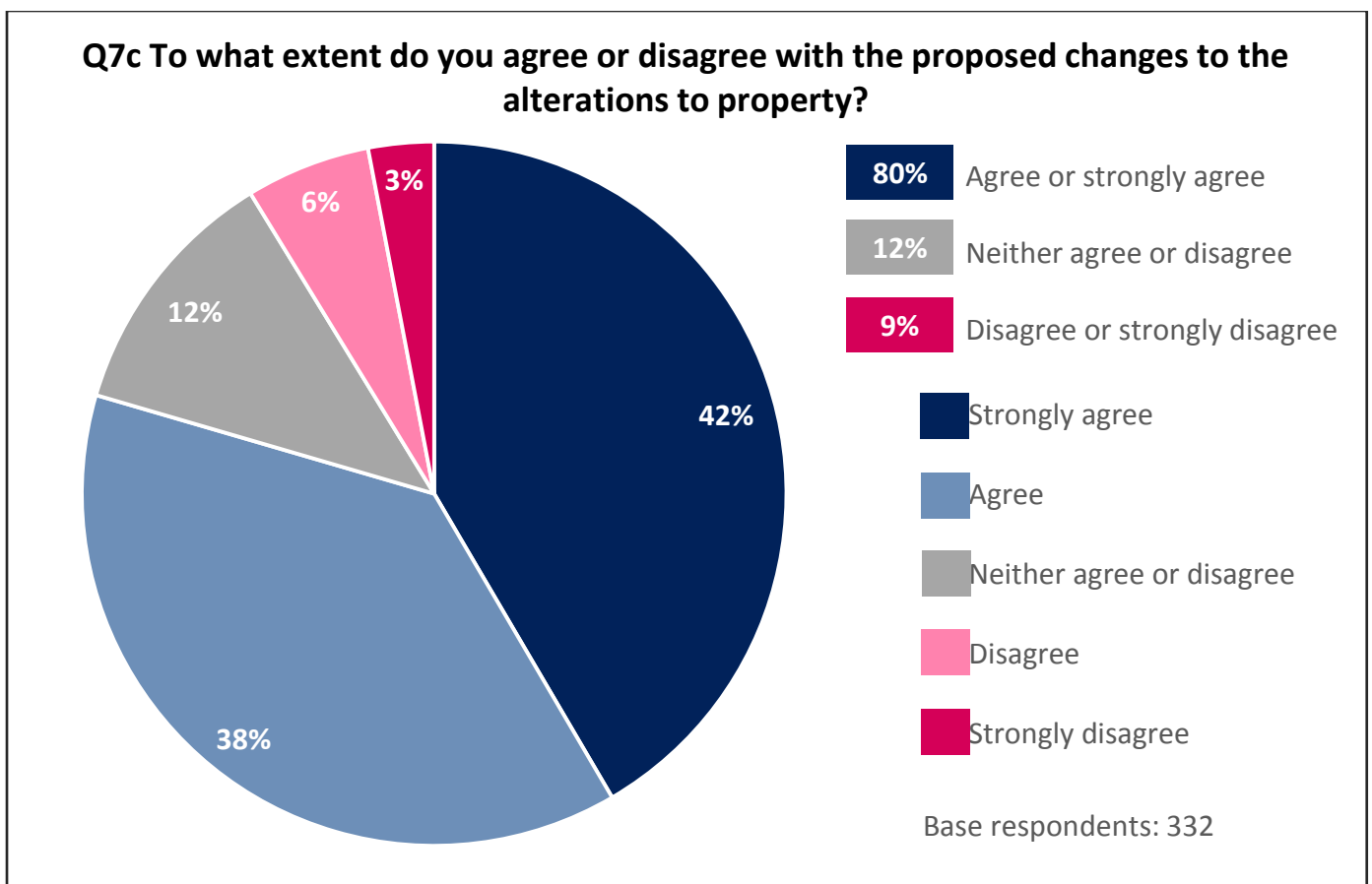


Figure 17

42. Figure 18 shows the views of council tenants on the changes to the alterations to property part of the tenancy agreement. Just under three quarters (73%) of council tenants expressed agreement with the proposed changes

to the alterations to property section compared to 80% of respondents overall. Council tenants also expressed higher levels of disagreement (12%) than respondents overall (9%).

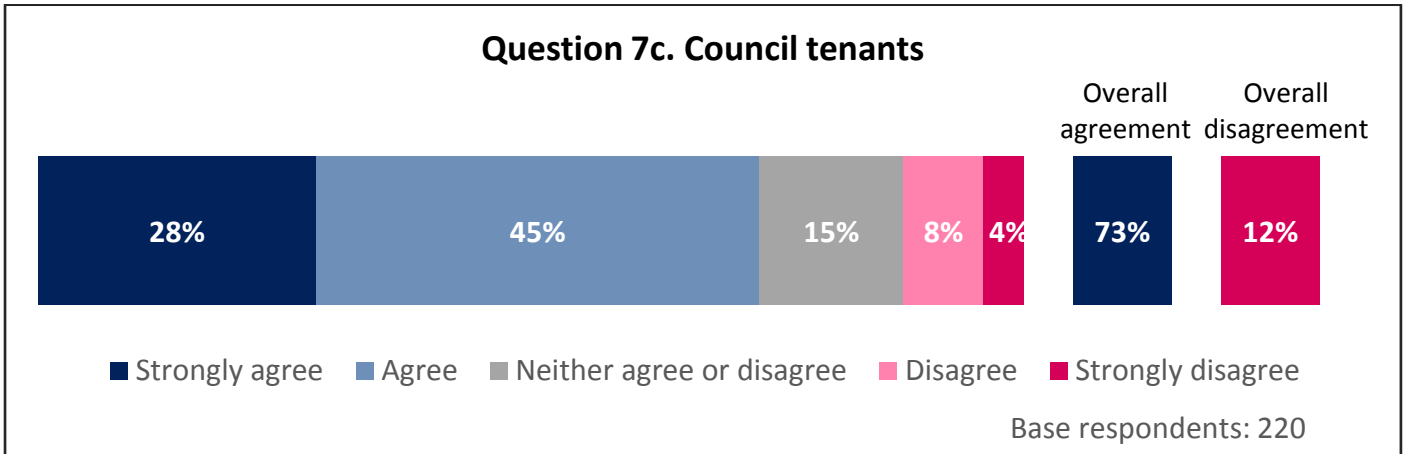


Figure 18

43. The final question of the property section of the consultation asked respondents to what extent they agree or disagree with proposed changes to the tenancy agreement related to barriers and gates. The result in figure 19 show that overall, 87% of respondents expressed agreement with the proposals and 3% expressed disagreement. Of this 51% strongly agreed, 37% agreed, 1% disagreed and 1% strongly disagreed. The remaining 10% of respondents neither agreed nor disagreed.

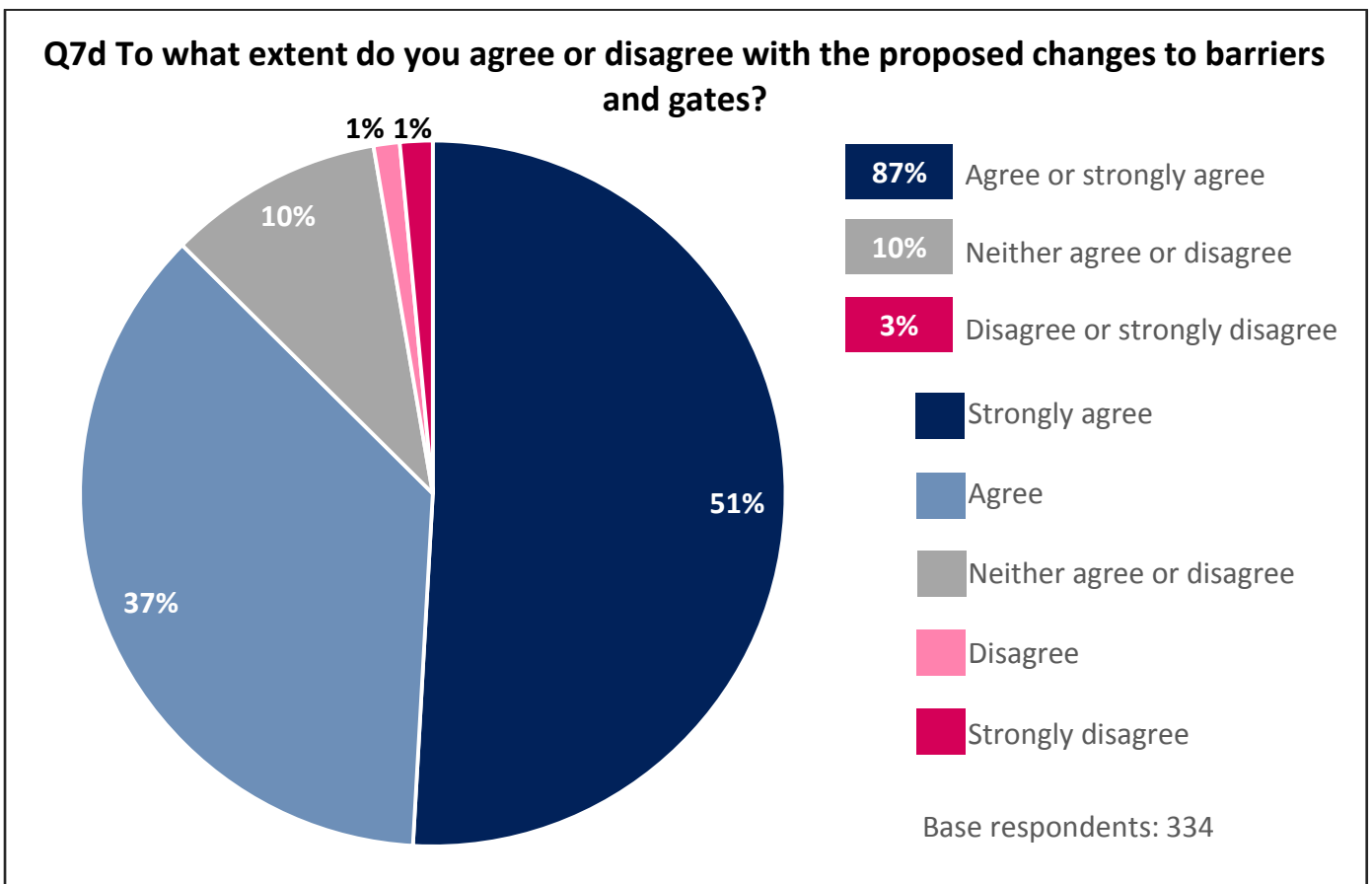


Figure 19

44. The results of this question were then broken down to find out what the views were of council tenants. Figure 20 shows council tenants expressed lower levels of agreement; 83% in total compared to 87% overall. Levels of disagreement were the same across council tenants and respondents overall, at 3%.

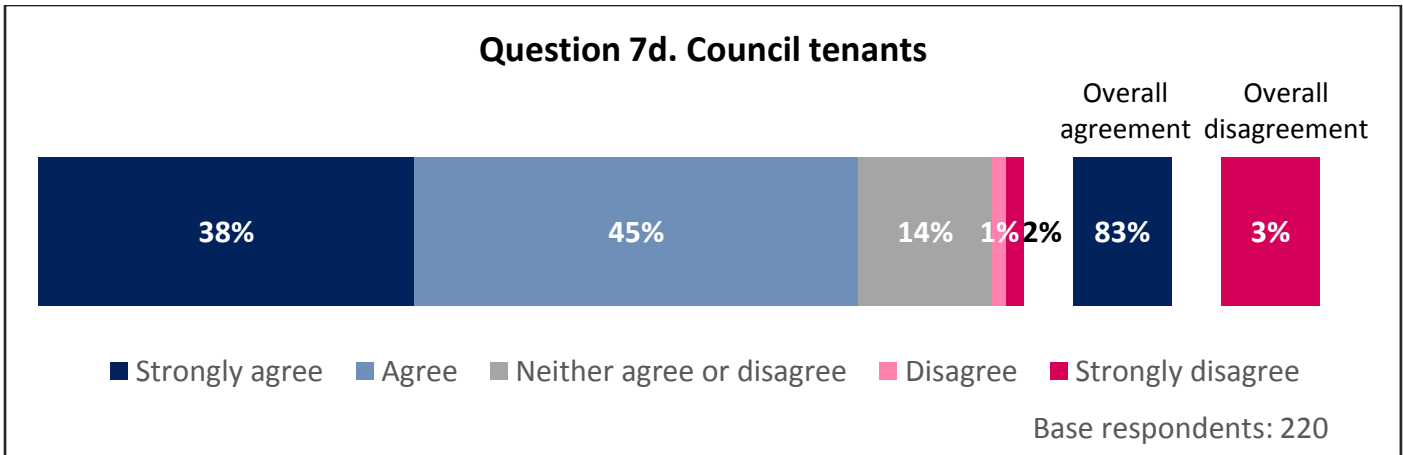


Figure 20

45. When asked about the proposal regarding the proposed changes the tenancy agreement around domestic abuse, 93% of respondents agreed overall with the proposal. This is the highest level of overall agreement for any proposed change to the tenancy agreement. Of these respondents, 66% strongly agreed and 27% agreed. There were 4% of respondents that neither agreed nor disagreed with the proposal. The remaining 3% of respondents expressed disagreement (2% disagree, 1% strongly disagree).

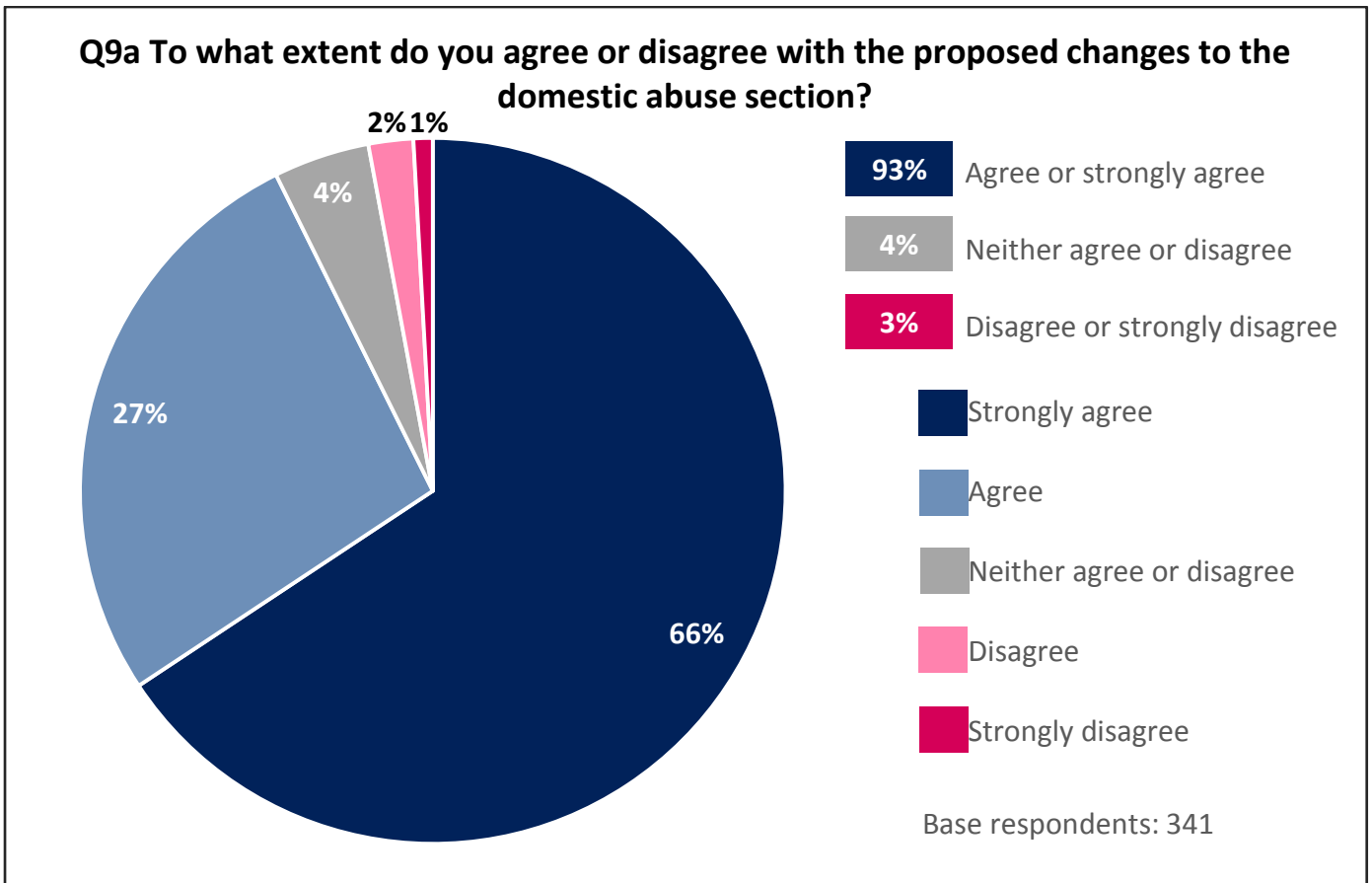


Figure 21

46. Figure 22 gives a breakdown of council tenant's responses to the proposed changes to the tenancy agreement around domestic abuse. Council tenants expressed similar high levels of agreement as the overall respondents, with 92% of council tenants expressing agreement compared to 93% overall. Levels of disagreement were the

same for both council tenants and respondents overall, at 3%.

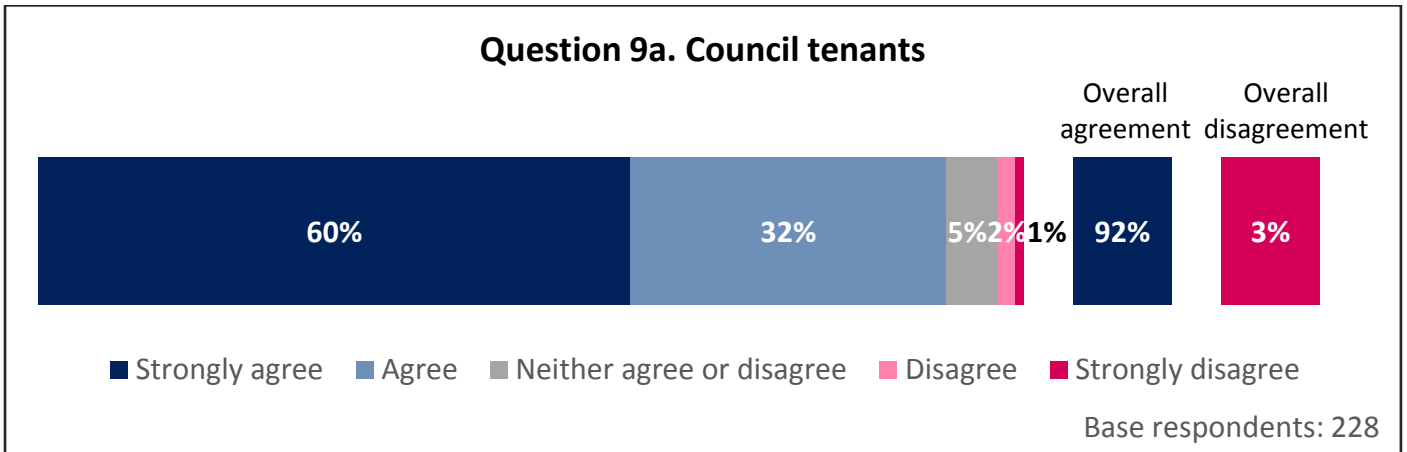


Figure 22

47. Respondents were asked to what extent they agree or disagree with the proposed change in the tenancy agreement concerning fence, hedges and boundaries. The results in figure 23 show that overall, 73% of respondents expressed agreement with the proposals, 16% expressed disagreement and 12% expressed neither agreement nor disagreement. Of this 39% strongly agreed, 34% agreed, 7% disagreed and 8% strongly disagreed.

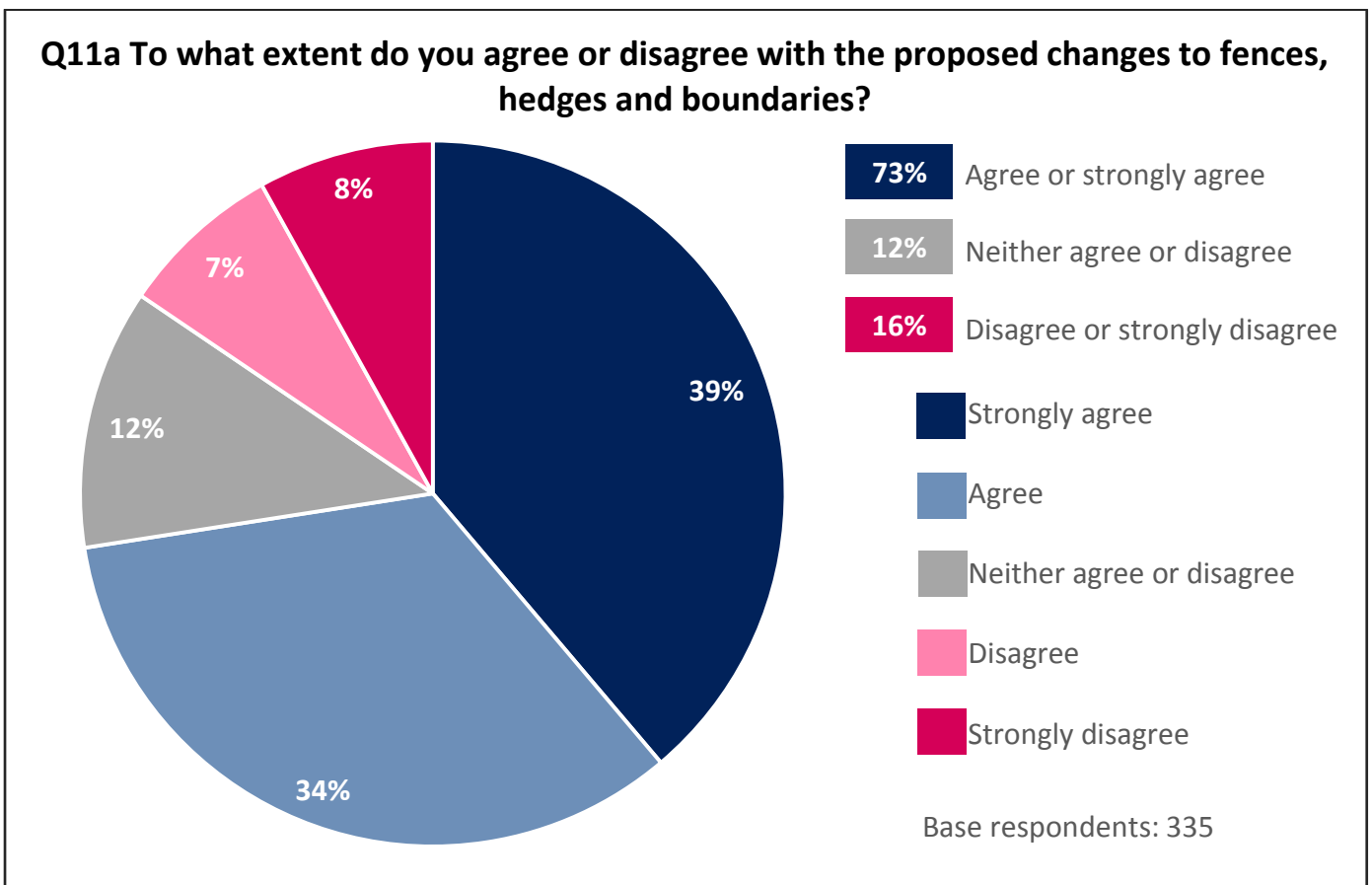


Figure 23

48. When looking at just the views of council tenants, levels of disagreement are higher than that of overall respondents with 22% of council tenants expressing disagreement with the fences, hedges and boundaries proposals in comparison to 16% overall. Levels of agreement for council tenants are also lower with 63% expressing agreement with the proposed changes whilst 73% of overall respondents agreed on some level.

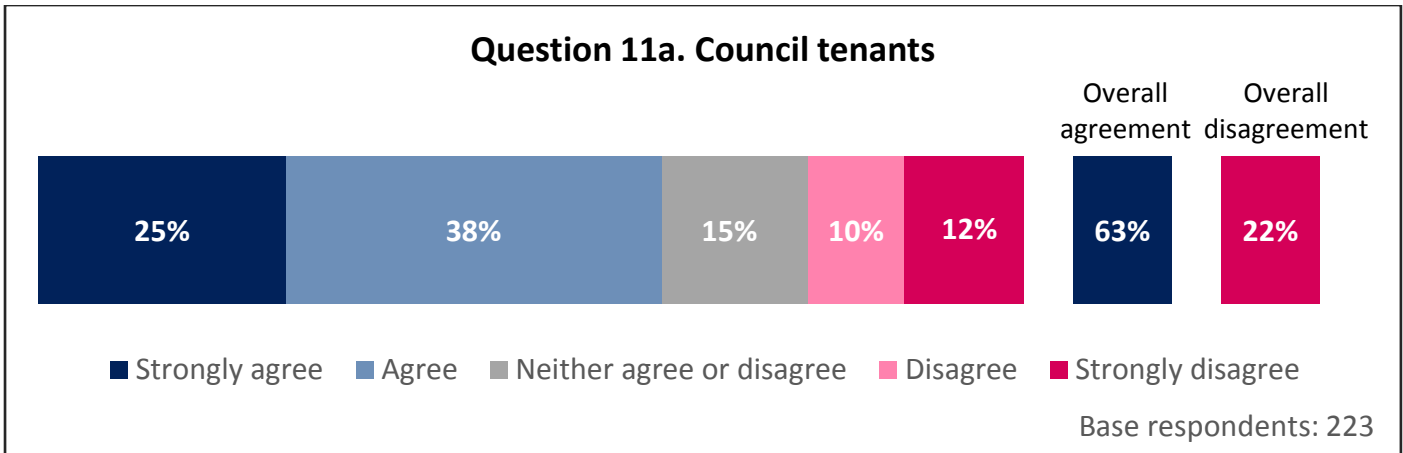


Figure 24

49. Question 11b then asked respondents what they thought of the proposed changes to the tenancy agreement for fuel burning appliances. In total, 82% of respondents expressed some level of agreement with the proposed changes. A further 3% expressed disagreement whilst the remaining 14% said they neither agree nor disagree with the proposed fuel burning appliance changes. When broken down 42% strongly agreed; 41% agreed; 2% disagreed and 1% strongly disagreed.

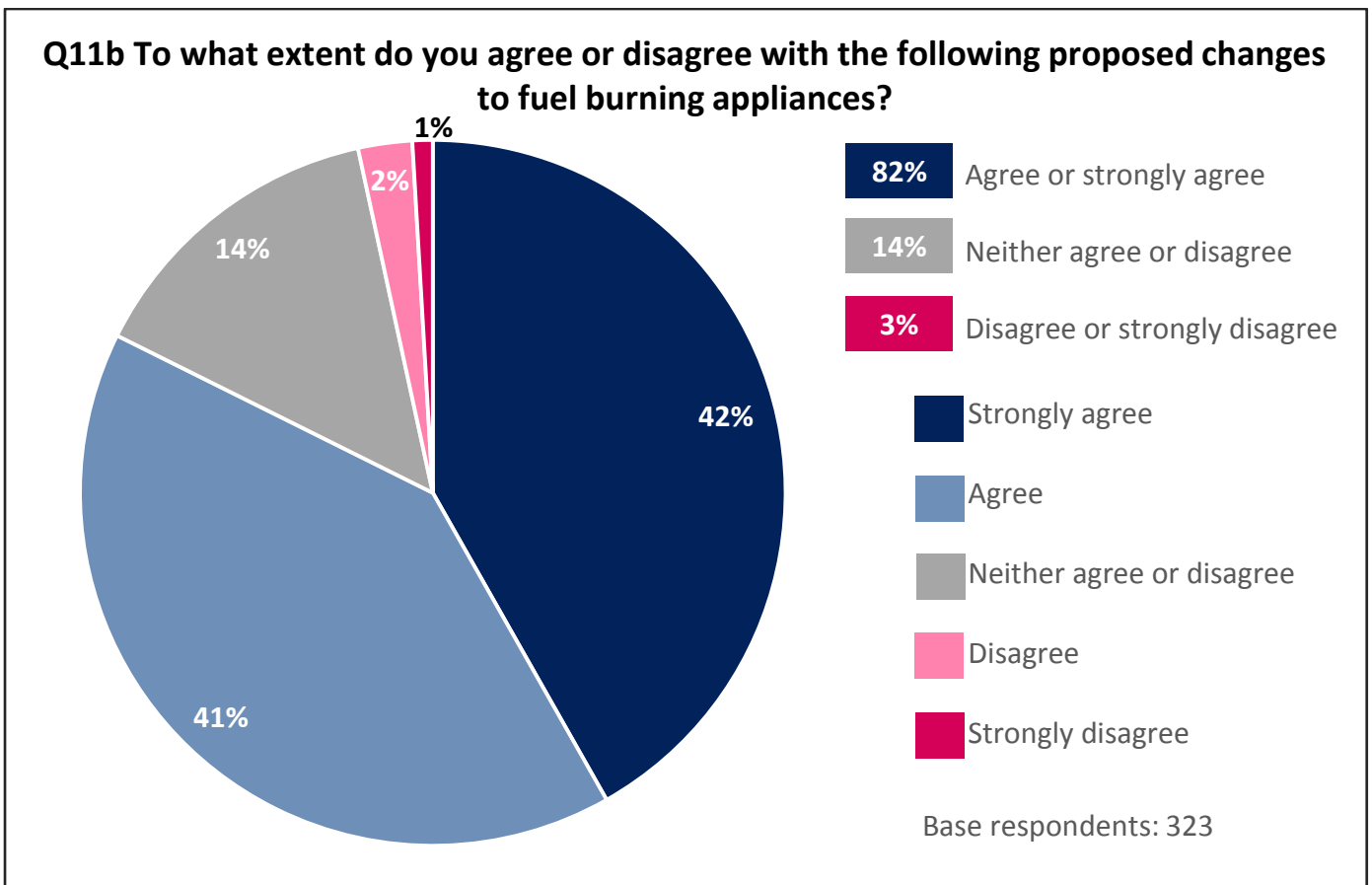


Figure 25

50. Figure 26 shows the views of council tenants on the tenancy agreement changes related to the fuel burning appliances. Just over three quarters (77%) of council tenants expressed agreement with the proposed changes

compared with 82% of respondents overall. Council tenants also expressed slightly higher levels of disagreement (5%) than respondents overall (3%).

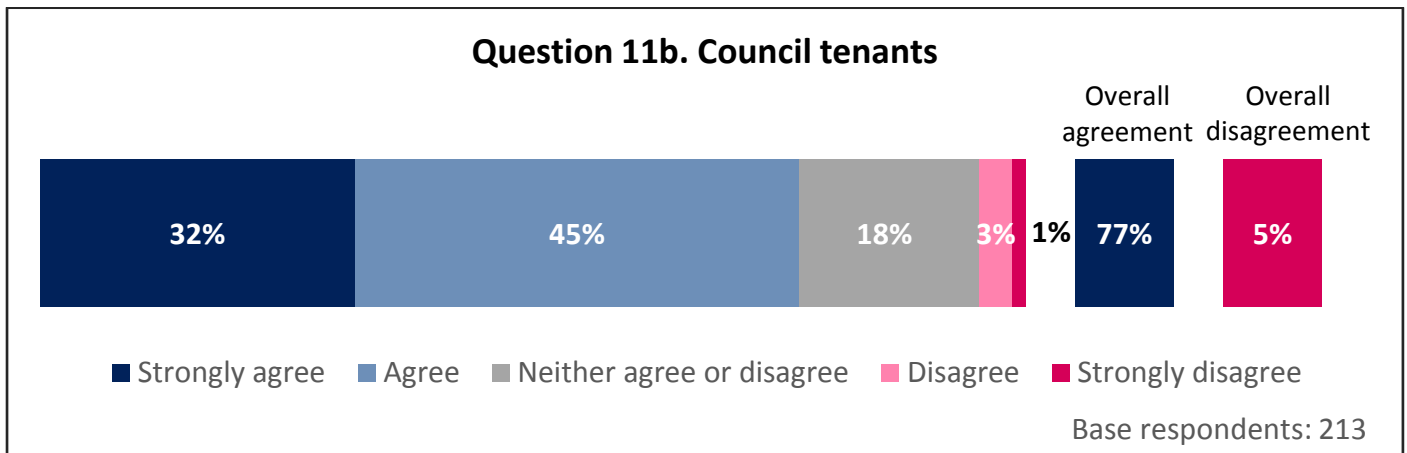


Figure 26

51. There were a range of minor additional changes proposed. Figure 27 shows the level of agreement and disagreement with these additional proposed changes. Overall, 72% of respondents expressed agreement with the proposals and 9% expressed disagreement. Of this 26% strongly agreed, 46% agreed, 6% disagreed and 3% strongly disagreed. The remaining 19% of respondents neither agreed nor disagreed.

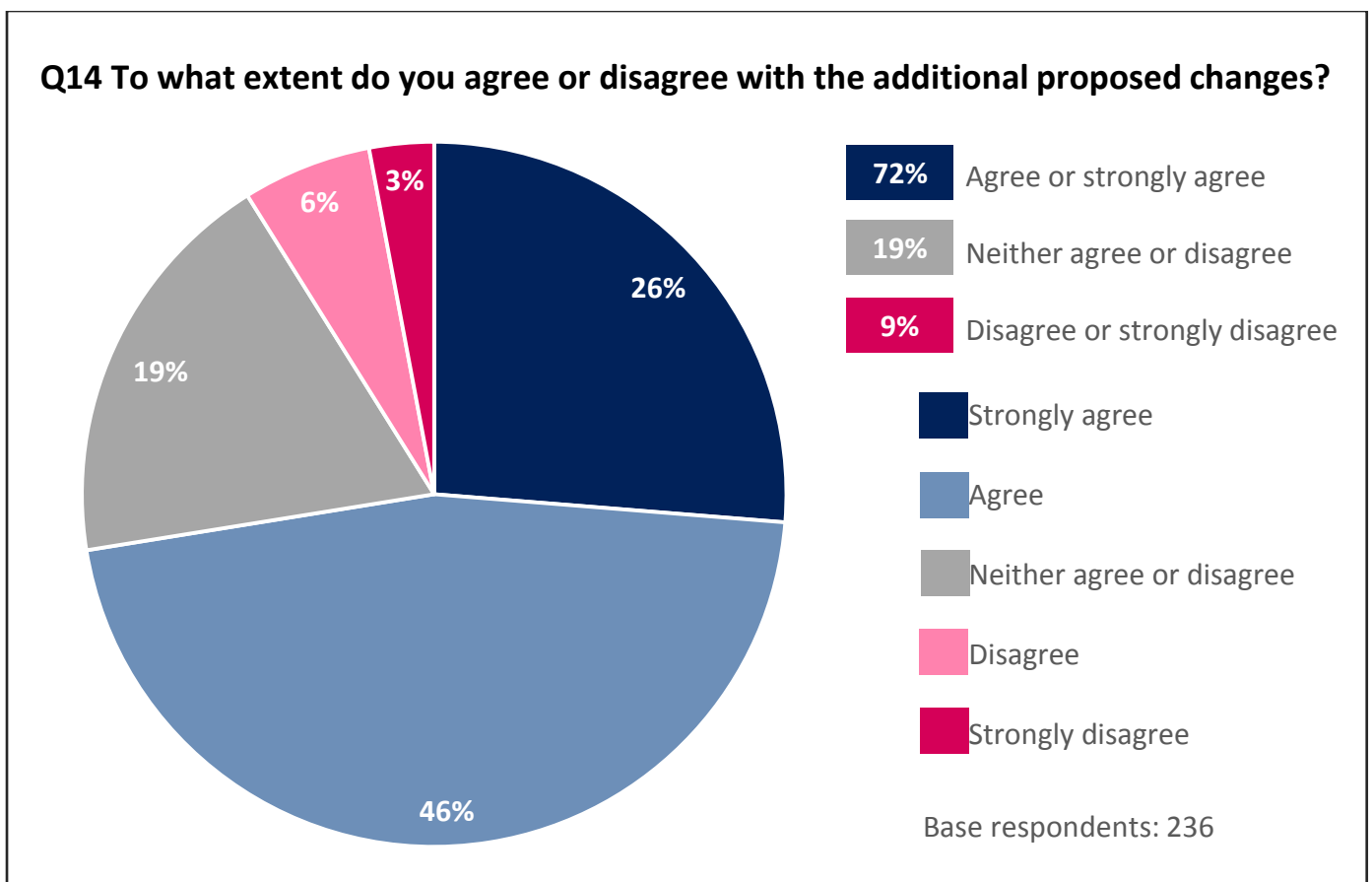


Figure 27

52. When looking at the views of council tenants, levels of disagreement are higher than that of overall respondents with 11% of council tenants expressing disagreement with the additional proposed changes in comparison to 9% overall. Levels of agreement for council tenants are also lower with 66% expressing agreement with the proposed changes whilst 72% of overall respondents agreed on some level.

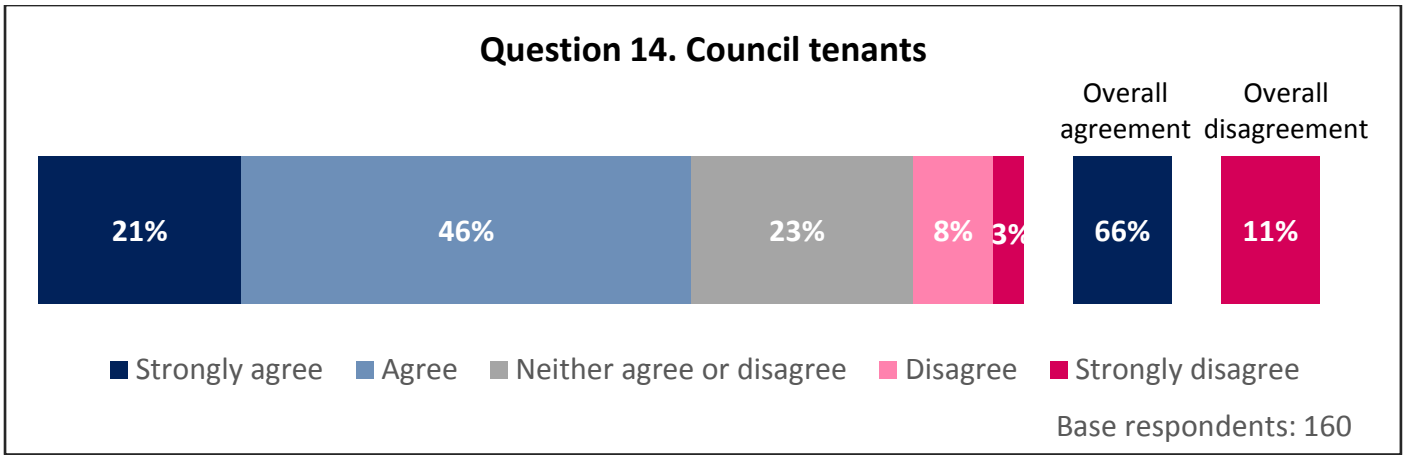


Figure 28

Impacts of the proposals

53. Respondents were then asked what impact they felt these proposed changes to the tenancy agreement may have on them, their family or community. Figure 29 shows that a total of 53% of respondents felt that the proposals would have a positive impact if implemented. This was made up of 19% of respondents that felt the impact would be very positive, 20% that felt the impact would be fairly positive and 15% that felt the impact would slightly positive. A further 19% of respondents felt that there would be no impact at all if the proposals were implemented. In addition 8% of respondents felt they did not know what the impacts would be. The remaining 19% of respondents all felt that the impact of the proposals would be negative if they were implemented. Of this, 8% felt it would be a slightly negative impact, 6% a fairly negative impact and 5% a very negative impact.

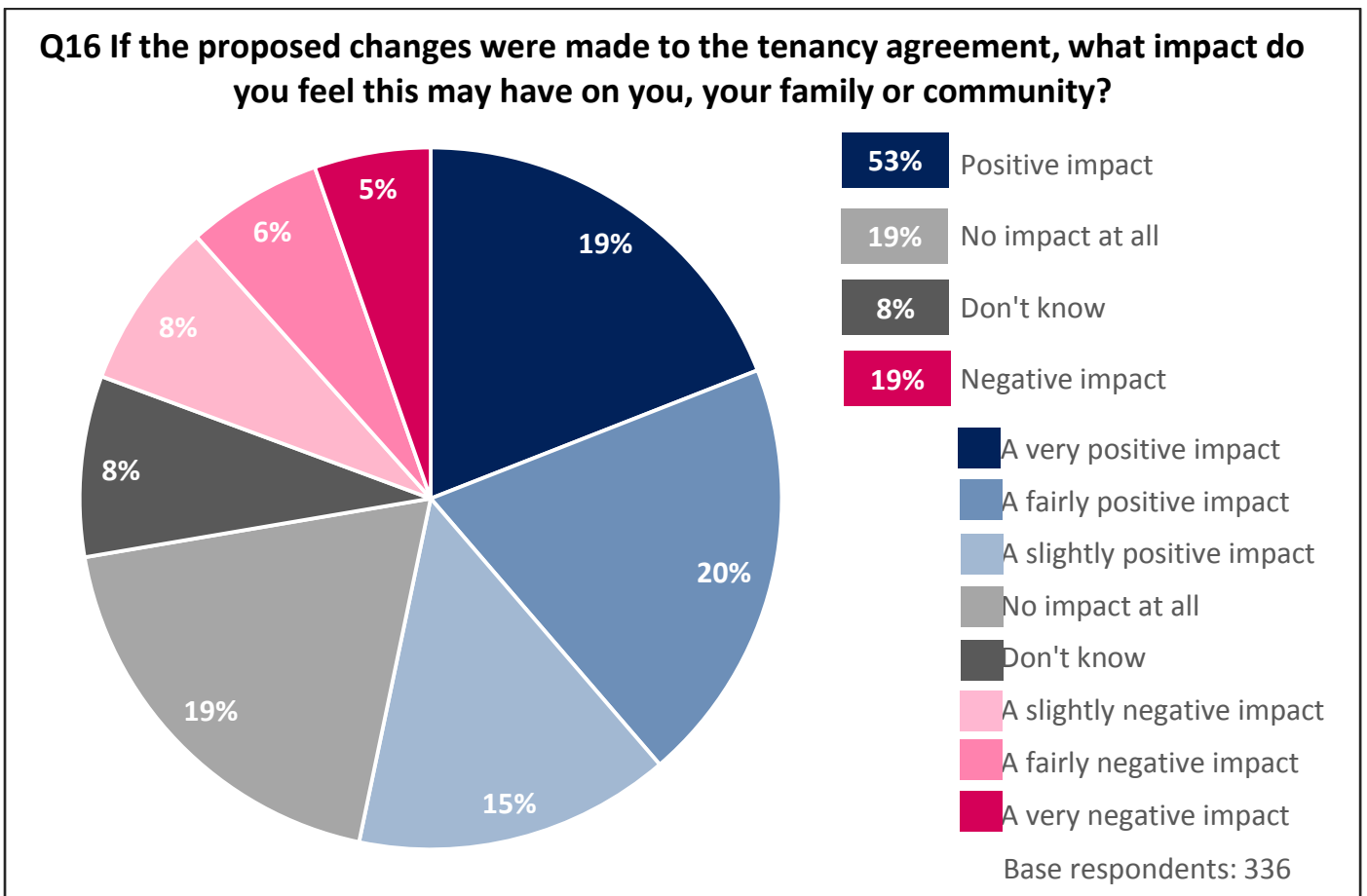


Figure 29

54. Figure 30 shows the impact council tenants believe the proposed changes could have upon them. A higher proportion of council tenants (27%) believe the proposed changes will impact them negatively compared to overall respondents (19%). A lower proportion of council tenants expressed that the proposed changes would have a positive impact compared to overall. 42% of council tenants think the proposed changes will have a positive impact whilst 53% of all respondents believe the same.

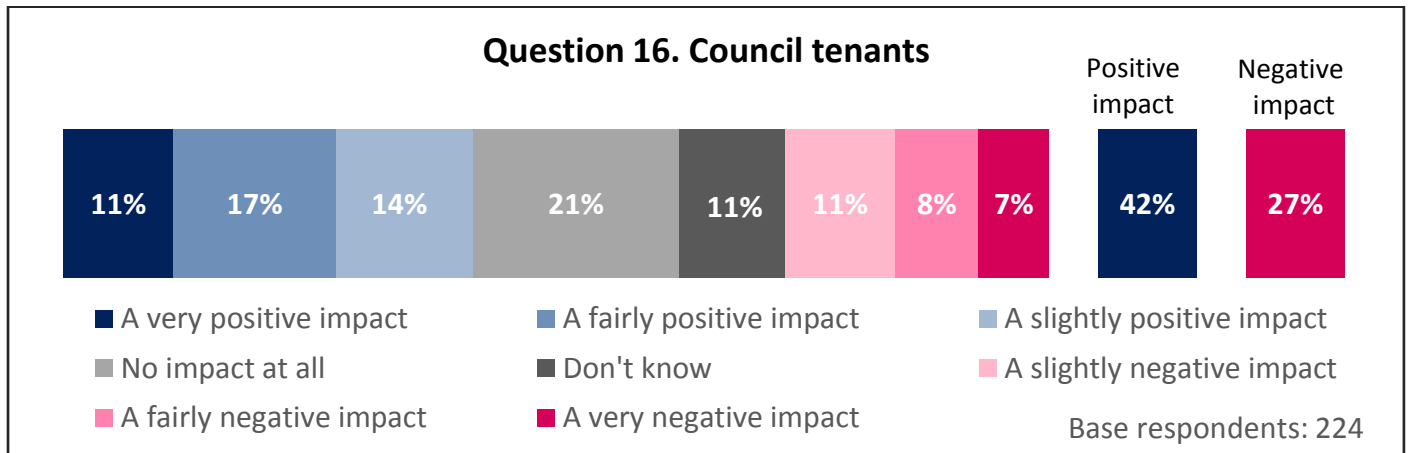


Figure 30

Clarity of draft tenancy agreement

55. Respondents were then asked what they thought of the way the draft tenancy agreement had been written, if they had read some or all of it.

56. 78% of respondents had read the draft tenancy agreement either in all or in part, with 52% having read the draft its entirety and 26% having read some of it. The remaining 22% of respondents had not read the draft tenancy agreement.

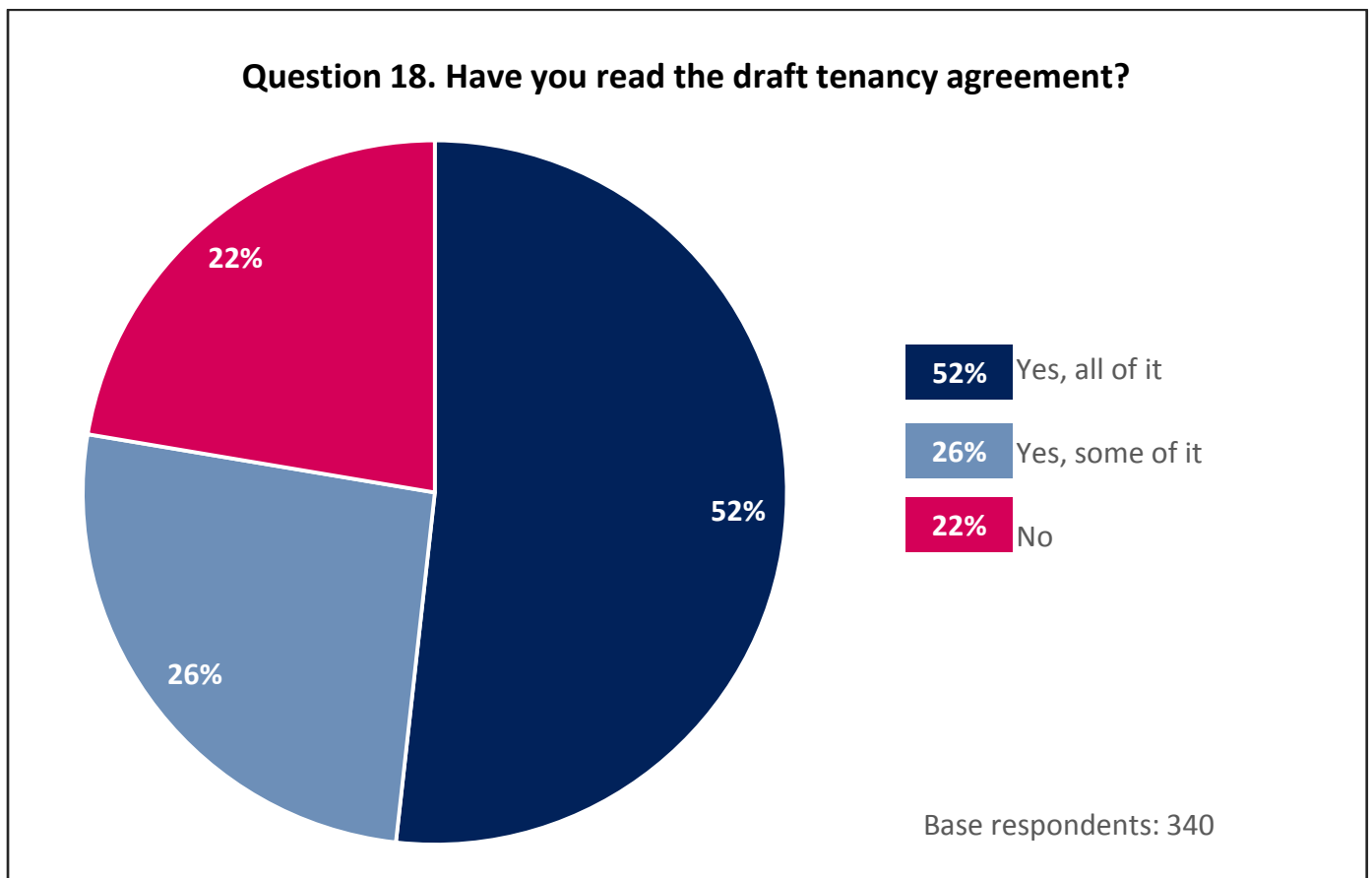


Figure 31
Page 22

57. Figure 32 shows the proportion of council tenants that have or have not read the draft tenancy agreement. Overall a higher proportion of council tenants have read the draft tenancy agreement either in all or in part compared to the proportion of respondents overall. 87% of council tenants have read the draft tenancy agreement either in all or in part with 63% having read the draft its entirety and 24% having read some of it. The remaining 13% of council tenants had not read the draft tenancy agreement.

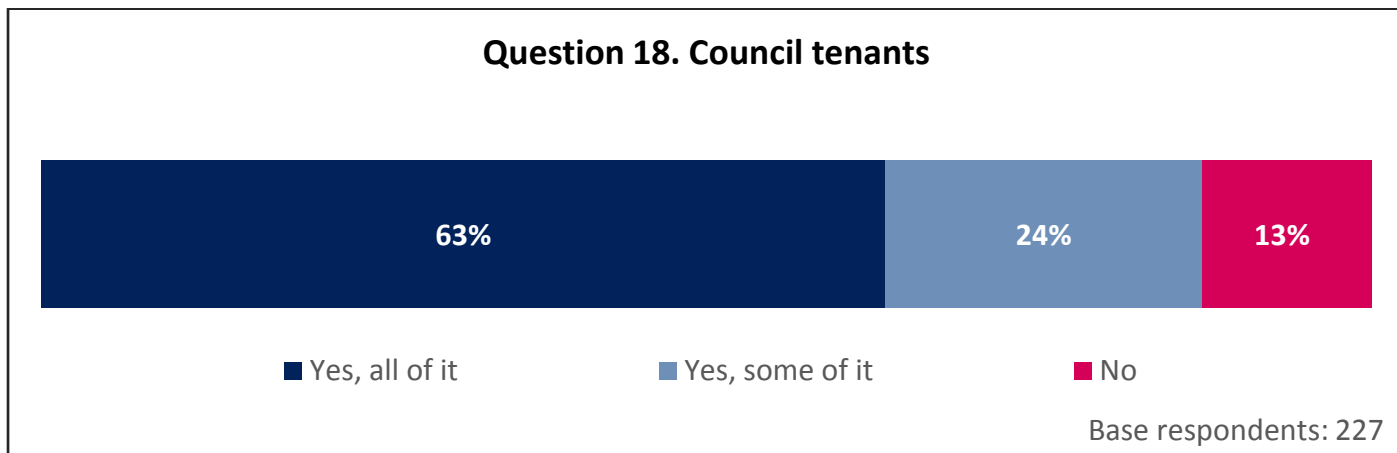


Figure 32

58. Figure 33 shows that of the respondents who had read the tenancy agreement, 79% agreed on some level that it was easy to understand. Of this 21% strongly agreed and 58% agreed. A further 16% expressed neither agreement nor disagreement on the matter and the remaining 5% disagreed that it was easy to understand (3% disagreed, 2% strongly disagreed).

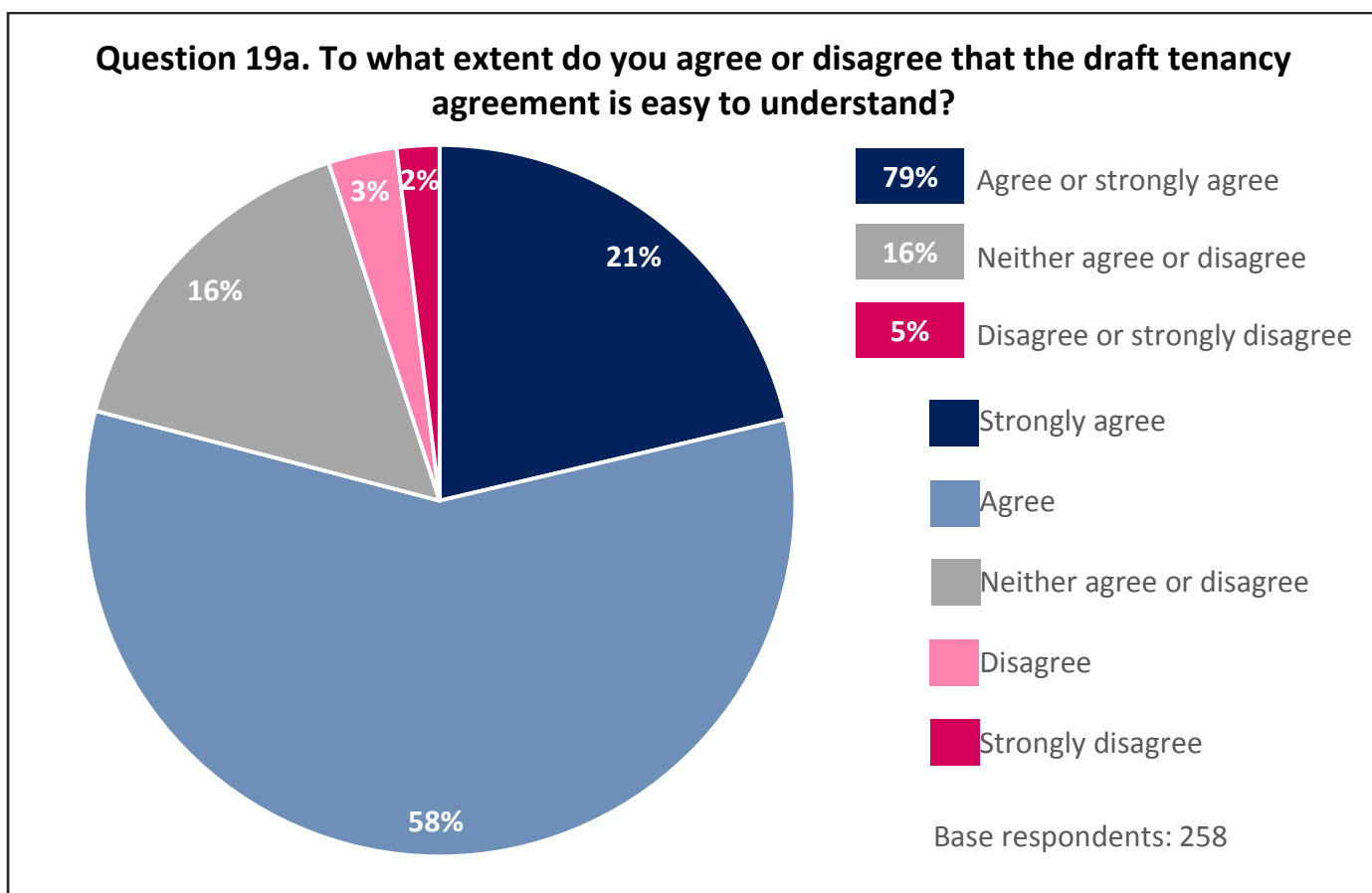


Figure 33

59. When looking at what council tenants think of the draft tenancy agreement, the majority (77%) think it is easy to understand however this is still a lower level of agreement than for respondents overall (79%). Levels of disagreement for council tenants were similar to overall respondents at 6%.

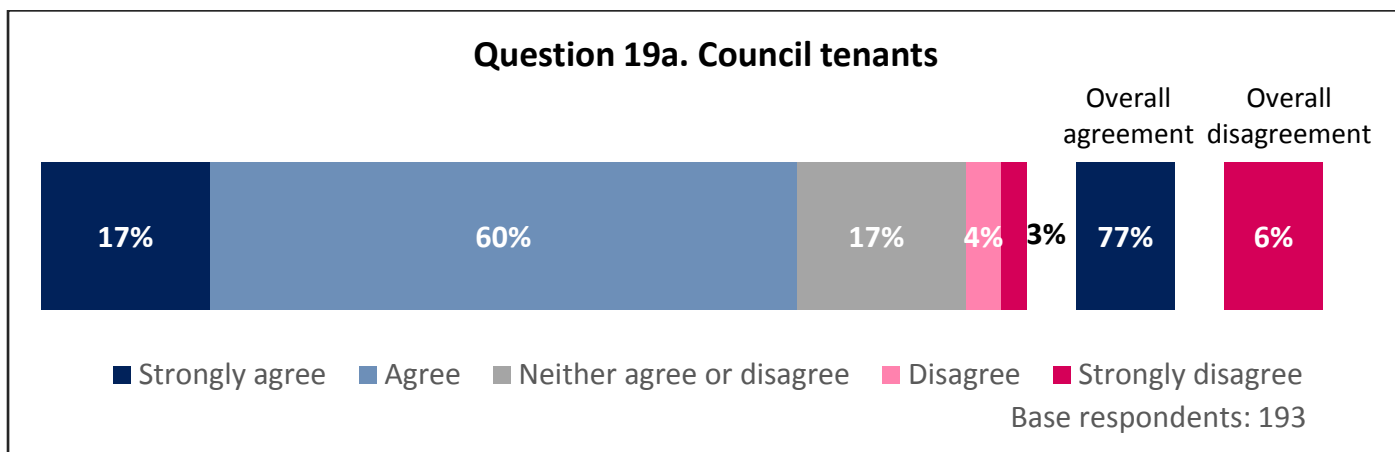


Figure 34

60. When asked if the draft tenancy agreement had enough information in it, 77% of respondents who had read it expressed some level of agreement, with 21% strongly agreeing and 56% agreeing. 16% of respondents neither agree nor disagree that the draft tenancy agreement has enough information in it and the remaining 7% disagree. Of this 4% disagree and 3% strongly disagree.

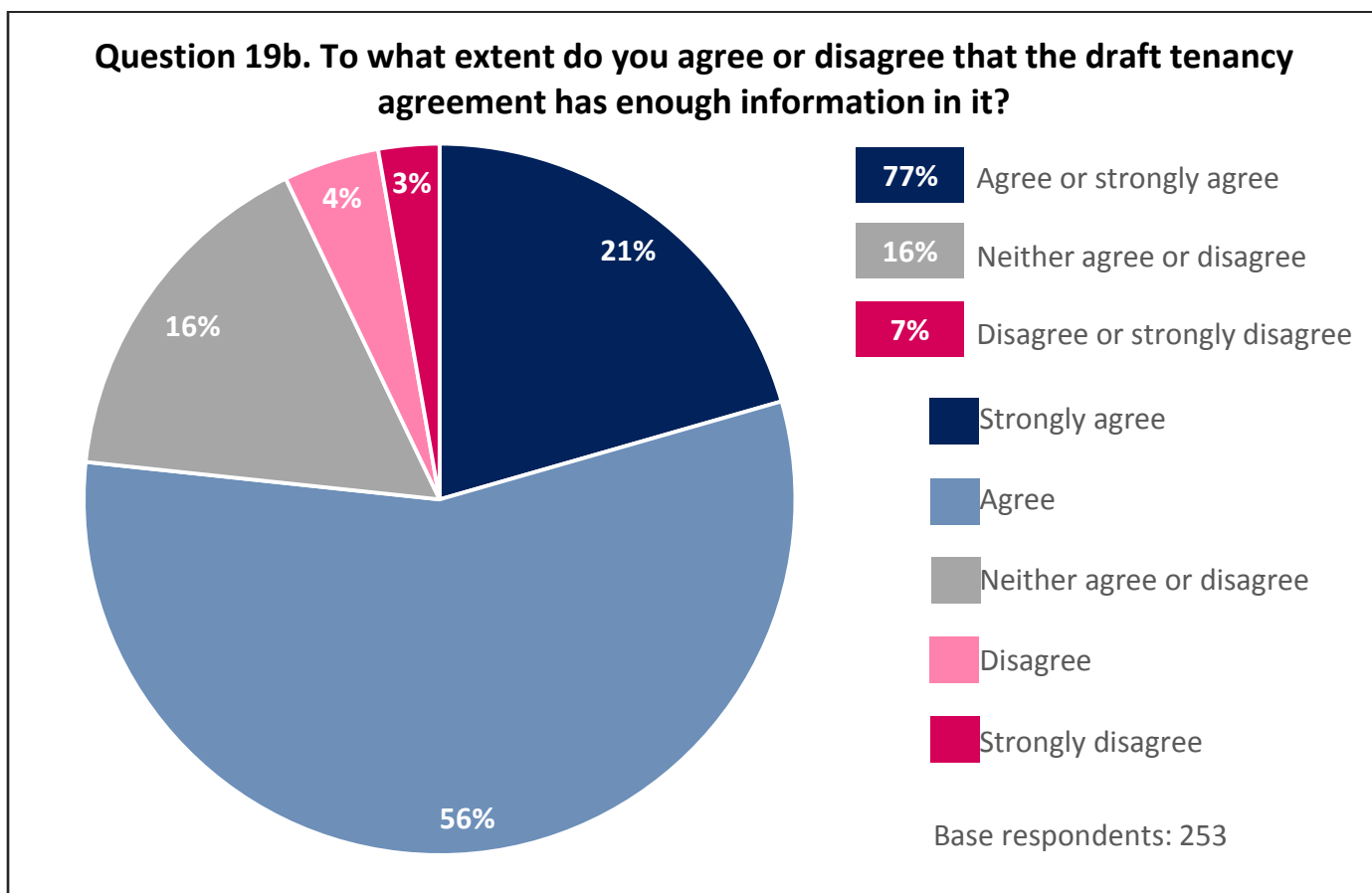


Figure 35

61. Figure 36 shows to what extent council tenants agree or disagree that the draft tenancy has enough information in it. Slightly less than three quarters (74%) of council tenants responding expressed some level of agreement compared to 77% of respondents overall. A slightly higher proportion of council tenants (8%) expressed disagreement that the draft tenancy agreement had enough information than overall respondents (7%).

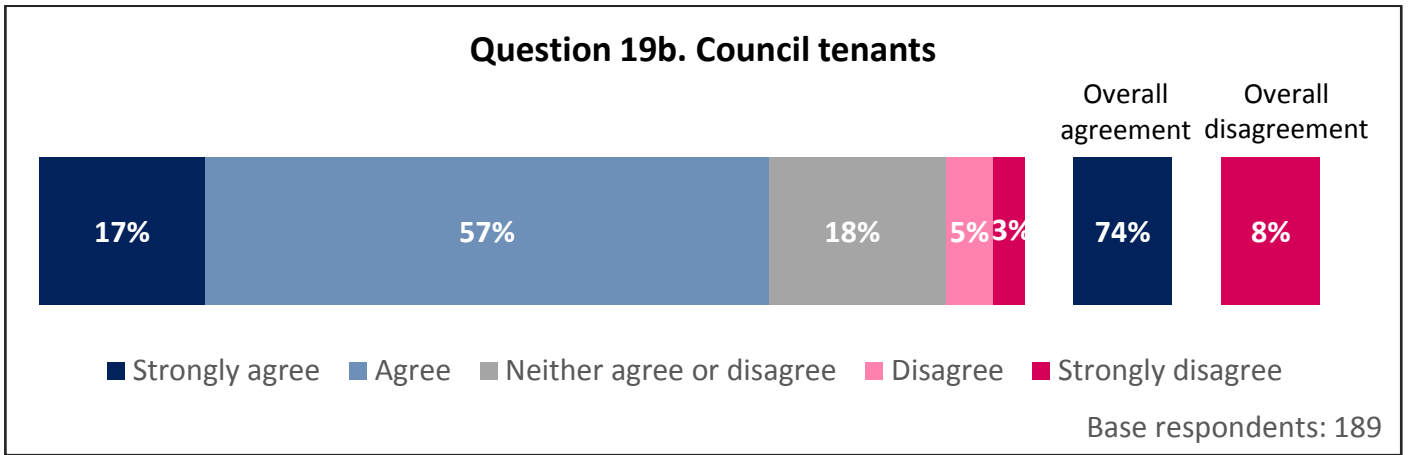
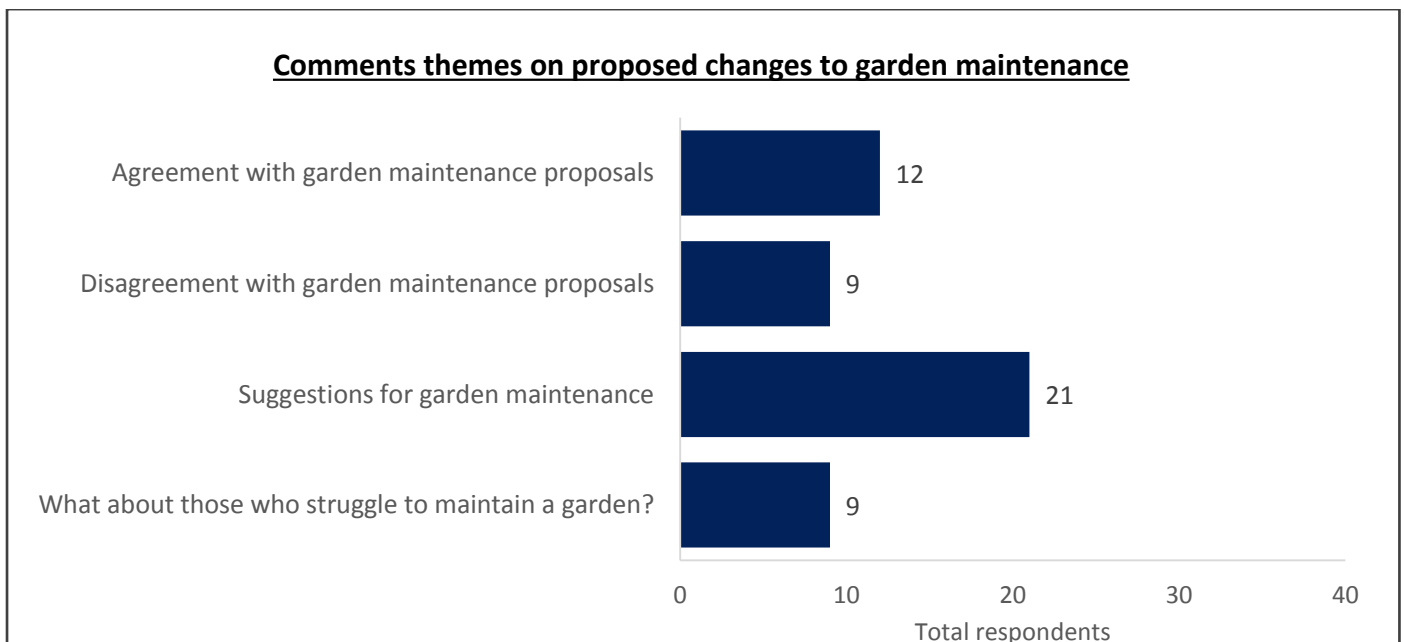


Figure 36

Qualitative feedback from questionnaires, letters and emails

62. Respondents were given the opportunity in the questionnaire to provide written feedback on the proposals. They were asked if they had any comments, impacts, suggestions or alternatives they felt that the council should consider. In addition anyone could provide feedback in letters and emails. In total, from the questionnaire, emails and letters, there were a total of 558 written comments throughout the consultation. All written responses have been read and then assigned to categories based upon similar sentiment or theme. The themes have been created based on the proposed changes to the draft tenancy agreement. Figures 37 – 50 highlight the themes of comments and the total numbers of respondents that raised that point.
63. The report also endeavours to outline all the unique suggestions gathered as a part of the consultation and so the subsequent tables after provide quotes or summaries of the unique comments and suggestions associated with themes of comments.
64. Of the respondents who commented on the proposed changes to garden maintenance, 21 made other suggestions, 12 expressed agreement with the proposals and 9 expressed disagreement. A further 9 raised concerns for those who might struggle to maintain their own gardens (e.g. those who are elderly or disabled). Table 2 summarises all the unique comments that were made within each of the themes detailed in figure 37.



| Garden maintenance | |
|--|---|
| Agree with garden maintenance proposals | Any tenants taking a property with a garden must commit to maintain it. They should be held accountable and accept charges if they do not. |
| | Gardens should be kept tidy and pleasant. |
| Disagree with garden maintenance proposals | Gardens should be the council's responsibility not the tenants. |
| | Tenants should have free will over what state they maintain their gardens to. |
| | Some tenant will not have the income to care for gardens. |
| | Council let the gardens in an awful state, which is not fair to then expect tenants to maintain it. |
| | Disagree with any proposal which gives the council less responsibility to repair and maintain their gardens. Should reduce or abolish council tax if they want tenants to do their job for them. |
| | Do not agree with charging tenants for failing to maintain their garden. |
| | It is not fair to charge tenants for garden maintenance as part of their rent or service charge and then make them responsible for the maintenance of their garden. |
| Suggestions for garden maintenance | Provide tools and storage for tools for tenants to maintain their garden (e.g. lawn mower). |
| | Ensure there is help and support available for those who struggle to maintain their gardens (e.g. those who are disabled or elderly). |
| | Include existing tenants in these changes not just new tenants. |
| | Communal areas should be maintained by the council. If they are maintained by the tenant then they should be able to fence it and make it their own garden which they maintain and pay extra for. |
| | Consider those who try to maintain their garden but struggle due to poorly maintained adjacent land. |
| | Start taking more enforcement action if tenants don't maintain their gardens (e.g. loss of tenancy) and do so quickly. |
| | Clarify what enforcement action would be taken. |
| | Ensure wording is clear as to what is expected of tenants when it comes to garden maintenance. What will they be responsible for? (E.g. who is responsible for maintenance and repair of footpaths in gardens and what level of tidiness should be expected?) |
| | Clarify what counts as communal and therefore council responsibility and not to be used by particular tenants as their personal garden. |
| | Garden maintenance should be concerning deliberate neglect and dumping of rubbish as opposed to the style of gardening itself (e.g. someone may prefer more informal gardening). |
| | If tenants maintain the communal gardens for the council then they should be given a budget to do so. |
| | Buy to let properties should be under same expectations and rules for gardens as tenants. |
| | What about those who struggle to maintain a garden? |
| There needs to be a garden maintenance service for those who struggle to maintain gardens. | |
| Many may not have the know-how to maintain a garden. | |
| If tenants have a communal garden, then ensure any enforcement action potentially needed is for only against those who use it. | |

Table 2

65. Figure 38 shows the themes of comments regarding changes to tenancy start dates. Disagreement with the proposed changes to tenancy start dates was commented upon by 9 respondents and 3 commented upon their

agreement with this change. A further 2 gave suggestions related to the change in tenancy start dates. Table 3 details the unique comments made about tenancy start dates.

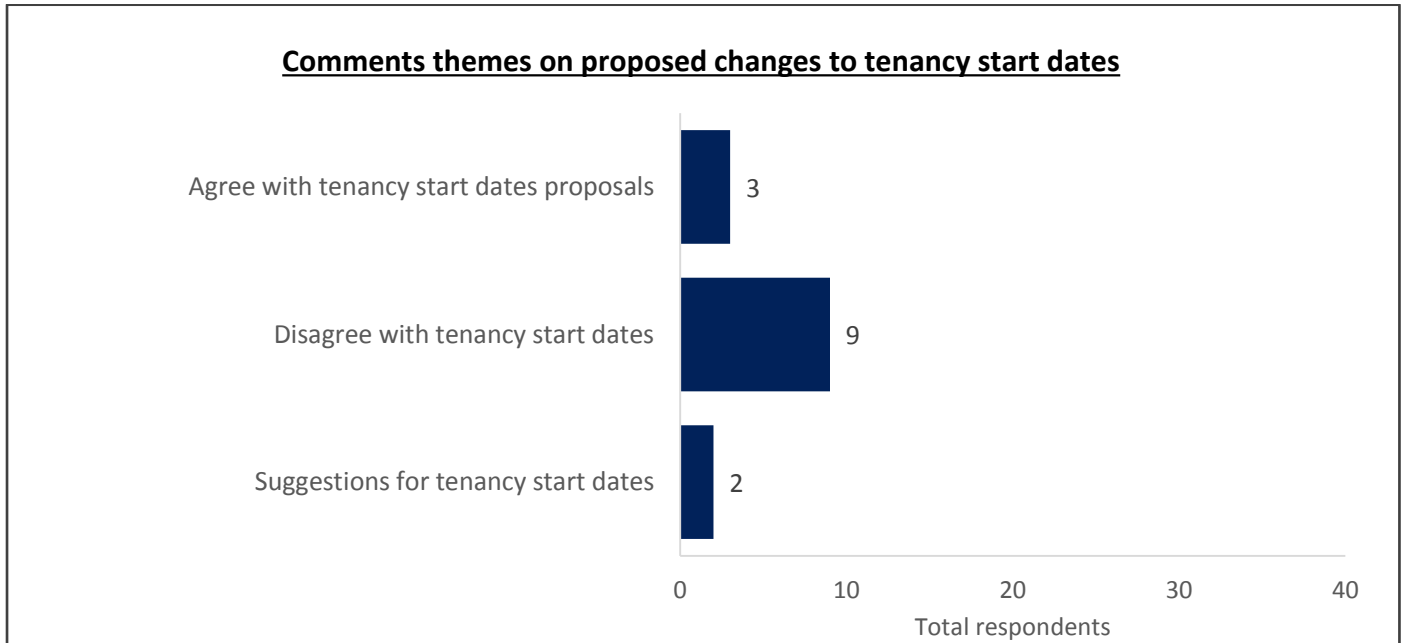


Figure 38

| Tenancy start dates | |
|--|---|
| Agree with tenancy start dates | Improves flexibility for tenants and council. |
| Disagree with tenancy start dates | Making tenancy dates flexible will create much more administration which cannot be handled due to low staffing. Council should forego loss of rental income to make system easy and straightforward. |
| | Starting any day of the week will not save money as they will have to pay staff. |
| | Council already let out homes that are not yet ready. Allowing tenancy's to start at any time will make this worse. It is not fair to let out a property before repairs are complete at the cost of the tenant. |
| | Allowing tenancies to start any day of the week will make claiming benefits more difficult. |
| | It is easier for contractual agreements to all begin on the same day. This change will create complications. |
| | Wrong to change the start dates as it doesn't give a tenant any leeway between moving from one property to another. They are then being charged rent before they have managed to move in. |
| | People on universal credit may not be able to pay for extra days of the week if the tenancy starts anytime. |
| | How will charging rent weeks work, especially non-rent weeks, if tenant's tenancy start mid-week as has been proposed? |
| Suggestions for tenancy start dates | Perhaps tenancies can be allowed to start Monday-Friday as concerned that weekend or bank holiday handover maybe expensive and unfeasible for staff. |
| | Tenancies should start on any day of the week at the convenience of the tenant! SCRATCH charity should also be informed of this change as they help furnish some tenants' flats and need to deliver the items. |

Table 3

66. Comments were made around subletting with 10 respondents mentioning their agreement with the proposed changes and 2 expressing their disagreement with it. An additional 15 respondents made suggestions related to the subletting proposals. Table 4 details the unique comments that were made regarding subletting.

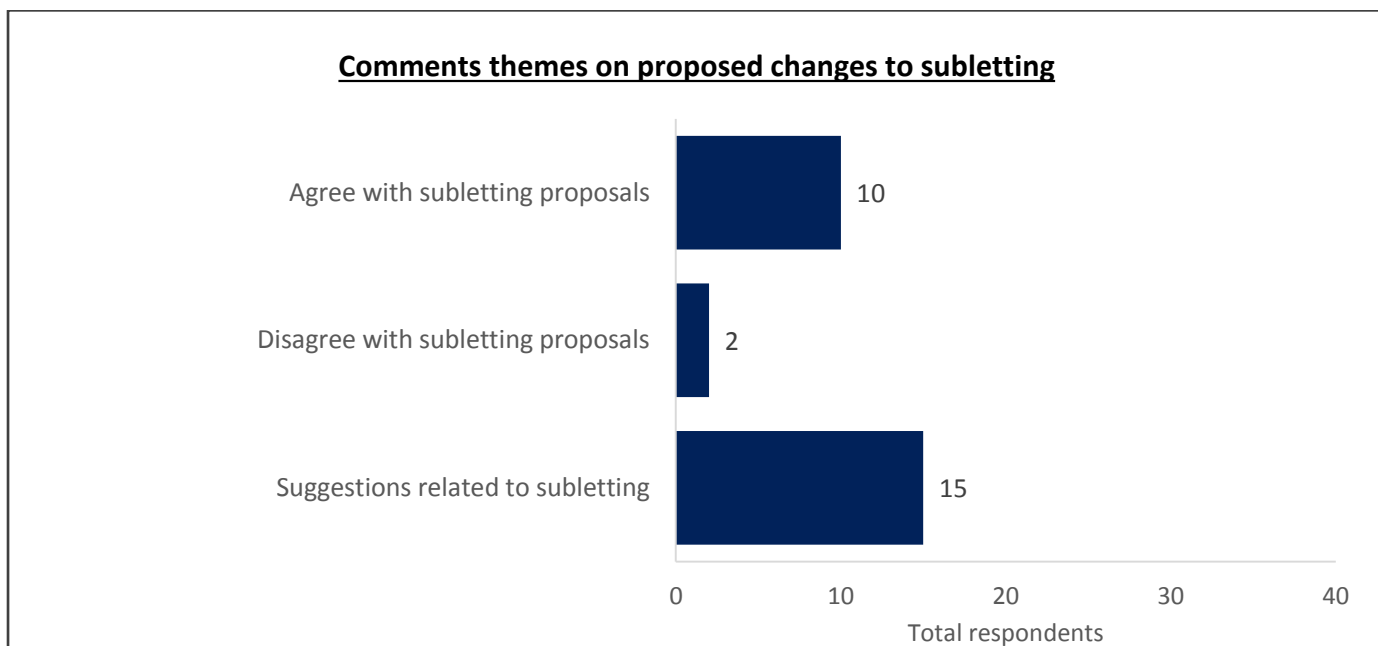


Figure 39

| Subletting | |
|---|--|
| Agree with subletting proposals | If tenants are subletting the entire property then they do not have need for the property and should not have a tenancy. |
| | Subletting tenants are preventing other people having a council tenancy that they need. |
| | People are taking the privilege of a council tenancy for granted. |
| | If there are current problems with subletting then do something about it. |
| | Tenants should not be turning a profit through their living situation which is subsidised by taxpayers. |
| | Personal negative experience of neighbours subletting. |
| Disagree with subletting proposals | Unfair. |
| | Tenant's rights are already minimal, this is further prosecuting a potentially vulnerable group. |
| Suggestions related to subletting | Clamp down on subletting quickly. Criminal prosecution should be a priority and actively progressed. |
| | There should be other efforts to prevent subletting rather than prosecution. |
| | Do not allow subletting of any part of a council property, so neither whole nor partial subletting of the property. |
| | Clarify/provide information about what constitutes subletting. (E.g. when should council permission be sought; can friends or family members stay; renting rooms; the role payment plays; and if partial subletting of the property is allowed.) |
| | Monitor subletting by visiting properties. |
| | Be more wary of lodgers. |
| | Tenants in supported housing often get abused by relatives who take over their property. Tenancies for them should be for one person or couples only to stop those under the age criteria from living there. |
| | If housing stock were not sold off there would be space for everyone and subletting wouldn't be such an issue. |
| | Create a law to stop tenants taking property that is bigger than they need. |

Table 4

67. Of all the comments made, disagreement with the proposed change to non-rent weeks was the most mentioned theme with 55 respondents raising this issue. Another 26 comments indicated a lack of understanding of the proposal. The feeling of being penalised as a working tenant whilst tenants claiming through the welfare state would benefit was highlighted 17 times. A further 16 comments expressed agreement with the change to non-rent weeks and another 16 comments gave suggestions. Table 5 outlines the unique comments of each theme in figure 40.

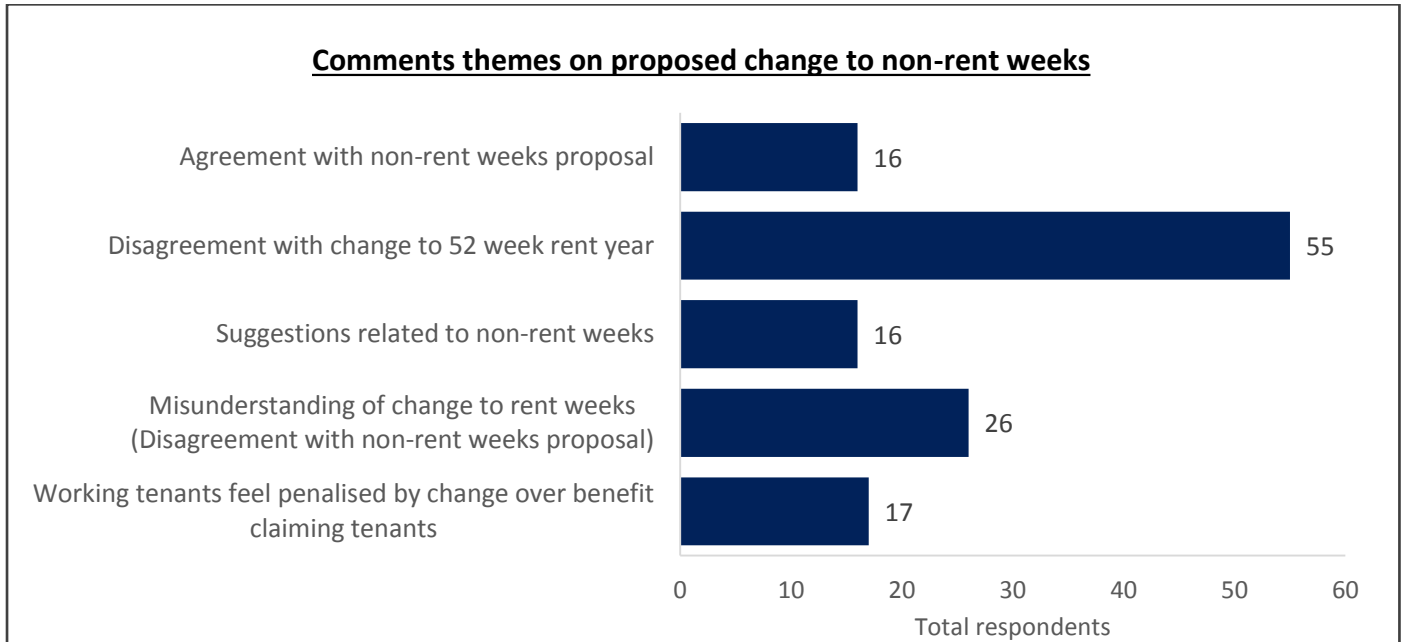


Figure 40

| Non rent weeks | |
|--|---|
| Agreement with non-rent weeks proposal | It's easier to pay the same rent every week. |
| | Agree with proposal if this makes rent better value. |
| | It makes sense to move to a 52 week rent year. |
| | Rent will be less per week. |
| | This will make rent clearer and easier to understand. |
| | Helps rent and universal credit to line up properly. |
| | It will help tenants to manage their money more effectively. |
| Disagreement with change to 52 week rent year | Everyone is used to a 48 week rent year. |
| | People/most tenants would like the 48 week rent year to stay. |
| | Tenants may be negatively impacted and struggle with a 52 week rent year. |
| | Non-rent weeks allow tenants to catch up with rent payments and arrears. |
| | Wording on non-rent weeks is poor. |
| | It's nice to have some weeks of no rent. |
| | Non-rent weeks are valuable to many tenants who use this money to pay for extras at particular times of year like Christmas, Easter and school holidays or buying new school uniform. |
| | Some tenants don't get paid over the Christmas/New Year period so this removal of rent free weeks will be a struggle for them. |
| | Some tenants find it easier to have a lump sum than to save a little over a longer time (i.e. to have a non-rent week than to have cheaper rent every week). |
| | Some tenants may get into rent arrears because they struggle to budget for this change and save the money each week. |

| | |
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| | Tenants on low incomes find the non-rent weeks helpful. |
| | It is already easy enough to understand rent account. |
| | Will not be any easier for those on universal credit. |
| | Council will have to inform universal credit that this change is happening as it will impact how they work out tenants' entitlement. |
| | The council are using it as a way to increase the rent and possibly get around the government 1% rent reduction. |
| | The council will end up with more arrears. |
| | Punishes rent payer for staying ahead or up to date on rent payments. |
| | Only been done to help the council, not tenants. |
| | Non rent weeks are what make the council a responsible social public sector landlord and not like a greedy private sector one. This decision should be reconsidered. |
| Suggestions related to non-rent weeks | Keep some of the non-rent weeks (e.g. Keep the 2 around Christmas). |
| | Tenants should have choice over whether they pay a 52 or 48 rent week year. |
| | Change to this for those who claim benefits. Those who work should not have to change. |
| | Stay with a 48 week rent year. |
| | Consider the potential impact on rent arrears for the council. |
| | Provide cards with the rent free weeks on them again. |
| Misunderstanding of change to rent weeks | Tenants believing they would have to pay extra 4 weeks' worth of rent with the loss of "rent free" weeks. |
| | Tenants thought the rent free weeks were to help those struggling financially to catch up with rent payments and it was being taken away. |
| | Confusion for those unaware of the 48 week rent year. |
| | Misunderstanding of why some years there will be a 53 week rent year. Expecting the following year to have a 51 week rent year to make up for it. |
| | Calls them rent free weeks. |
| | Believe the council are currently refunding rent to those who pay 52 weeks of rent. |
| | Misunderstanding because tenants genuinely think the non-rent weeks are weeks where they have been given tenancy of their home for free by the council as opposed to paying for these weeks across the other 48 weeks of the year. |
| Working tenants feel penalised by changeover benefit claiming tenants | Many believe them being unfairly charged for the "rent-free weeks" when they work hard to pay their full rent in comparison to those who are on benefits and 'get their rent paid for them'. One individual said they felt punished if they lost their rent free week because they aren't claiming benefits but are working to pay their rent. |
| | This is put in place for those on universal credit or benefits but many of these people don't pay rent anyway so it won't make a difference to them. |
| | The way rent is charged should not change just because of universal credit, it is unfair to those tenants who work to have to change the way they pay only to benefit those on benefits. |
| | This will impact tenants who work more negatively than it will benefit tenants who don't work or claim benefits. |

Table 5

68. Of the respondents who commented on the proposed changes to health and safety considerations, 15 specifically expressed disagreement with not being allowed to use pools in communal areas, 14 expressed disagreement with the proposed changes to health and safety considerations more generally, 11 made suggestions and 7 expressed agreement with the proposals. Table 6 summarises all the unique comments that were made within each of the themes detailed in figure 41.

Comments themes on proposed changes to health and safety considerations

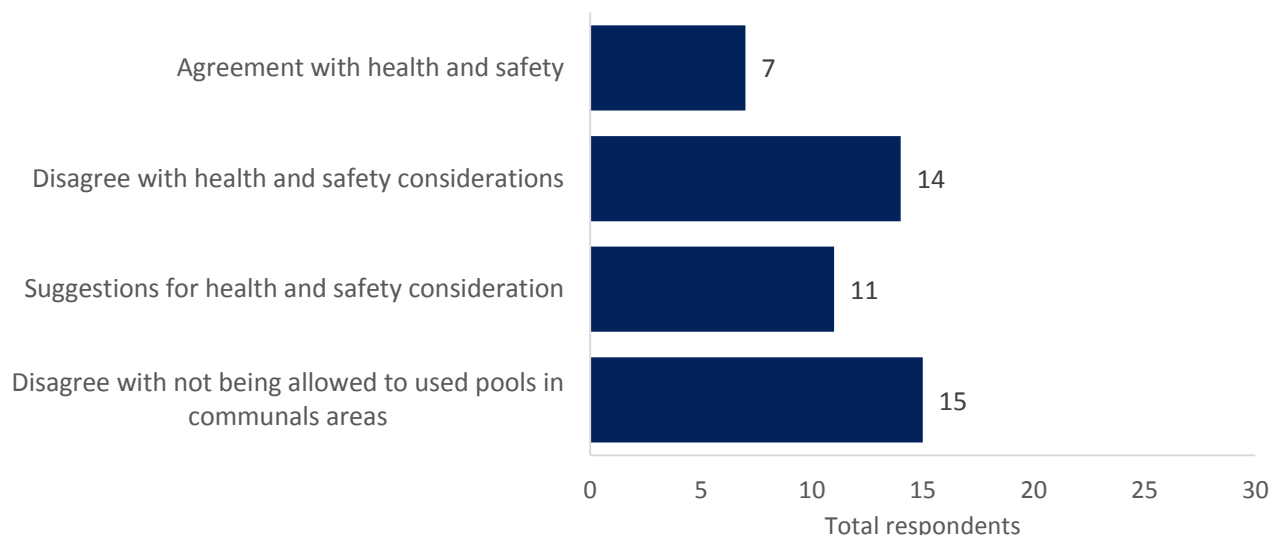


Figure 41

| Health and safety considerations | |
|--|--|
| Agree with health and safety considerations | Ensure all tenants follow rules around keeping walkways clear. |
| | Clamp down on bikes blocking exit/escapes routes. |
| | Agree with communal areas not being used for trampolines or swimming pools as this can be a detriment to others. |
| | Obstructing shared areas can cause conflict. |
| Disagree with health and safety considerations | Tenants should be allowed to use outdoor communal areas for trampolines. |
| | Sheds and garden boxes should be allowed. |
| | Not being allowed trampolines, pools and sheds is treating council tenants like third class citizens and increasing social exclusion. |
| | If users of communal areas are happy then trampolines, paddling pools etc. for children should be allowed. |
| | Should not need permission for every single change. |
| | These restrictions on communal areas are too much and may cause resentment. As long as permission is sought then use of communal spaces in this way should not be an issue. |
| | Makes it difficult for those using corridors to store bulky things like mobility scooters or child prams/bikes. |
| | This will not make a difference in flat blocks. |
| | Health and safety for tower blocks is already over the top. |
| Suggestions for health and safety consideration | Allow paddling pools in communal areas if the tenant gets permission and takes responsibility for ensuring the pool and use of communal area does not ruin space for others. |
| | Add electrical sockets on stairwells, lighting and signs to the list of things tenants must not tamper with. |
| | Cover all the pipes of sprinkler systems to prevent tenants damaging them. |
| | Define communal areas. |

| | |
|--|---|
| | Allow paddling pools and trampolines with a deposit system in place. Tenant remains responsible for maintenance and removal of these items. |
| | Clarify what is impacted in communal areas vs. houses. |
| | Add responsibility of council to carry out Health and Safety inspections of blocks and housing and fire alarm maintenance. |
| Disagree with not being allowed to used pools in communal areas | Should be allowed to use outdoor communal areas for pools. For families in flats this is the only space they can do this and it can increase positive interaction between neighbours. |
| | As long as pool is not harming or obstructing anyone then it should be allowed. |
| | Paddling pools are a cheap and safe form of play. |

Table 6

69. Figure 42 shows the themes of comments regarding changes to use of gardens, yards and balconies in the tenancy agreement. Disagreement with the proposed changes to tenancy start dates was commented upon by 12 respondents and 2 commented upon their agreement with this change. A further 6 gave suggestions related to the change in tenancy start dates. Table 7 details the unique comments made about tenancy start dates.

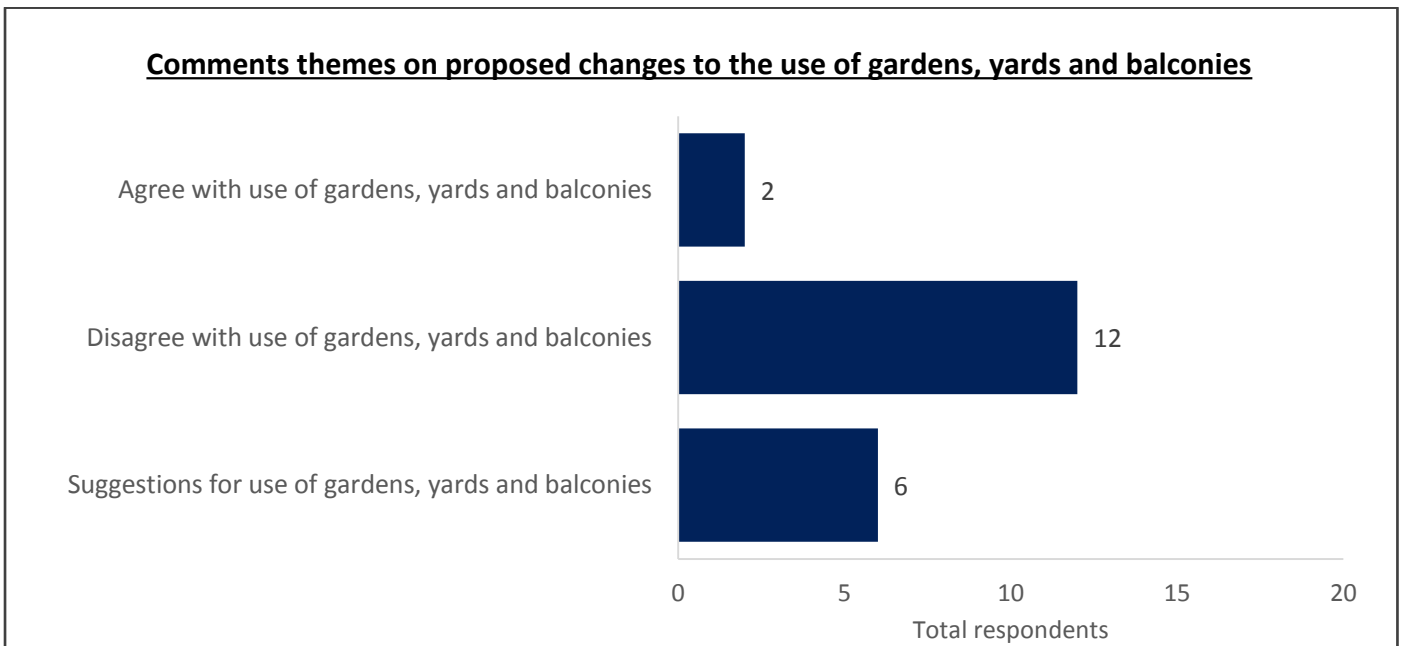


Figure 42

| Use of gardens, yards and balconies | |
|--|---|
| Agree with use of gardens, yards and balconies | Gardens should be maintained by the tenant. |
| Disagree with use of gardens, yards and balconies | It can be difficult for tenants to maintain their gardens and they should not be penalised for this when they end their tenancy. |
| | Disagree with tenants being responsible for Japanese knotweed. Tenants can't be expected to know what Japanese knotweed looks like or be expected to pay out the expense of getting it removed. It is not something tenants will have planted intentionally and therefore should not be the tenant's responsibility to get rid of it. |
| | Tenants must not do anything to encourage pests and vermin, for example, they must not leave litter out but if a neighbour is careless |

| | |
|--|---|
| | and encourages vermin then the tenant as a third party should not be penalised. |
| | Tenants already inform council of Japanese knotweed and they do nothing! |
| | Some tenants will be unable to do this. |
| | Disagree with balconies having to be kept clear of pot plants which aren't obstructing anything. |
| Suggestions for use of gardens, yards and balconies | There should be an obligation to maintain these in a clean condition, not just free from vermin or pests. |
| | Clarify what is meant by pests, does this include birds? |
| | Describe knotweed for those who don't know what it is or what to look out for. |
| | Ban barbecues on balconies. |
| | If the council want gardens to be pest and knotweed free then they should do regular checks of gardens. |
| | Clarify how these changes will impact sheltered housing. |

Table 7

70. Comments were made around changes to the tenancy agreement regarding alterations to property, with 22 respondents mentioning their disagreement with the proposed changes and 3 expressing their agreement with it. An additional 12 respondents made suggestions related to the alterations to property proposals. Table 8 details the unique comments that were made regarding alterations to property.

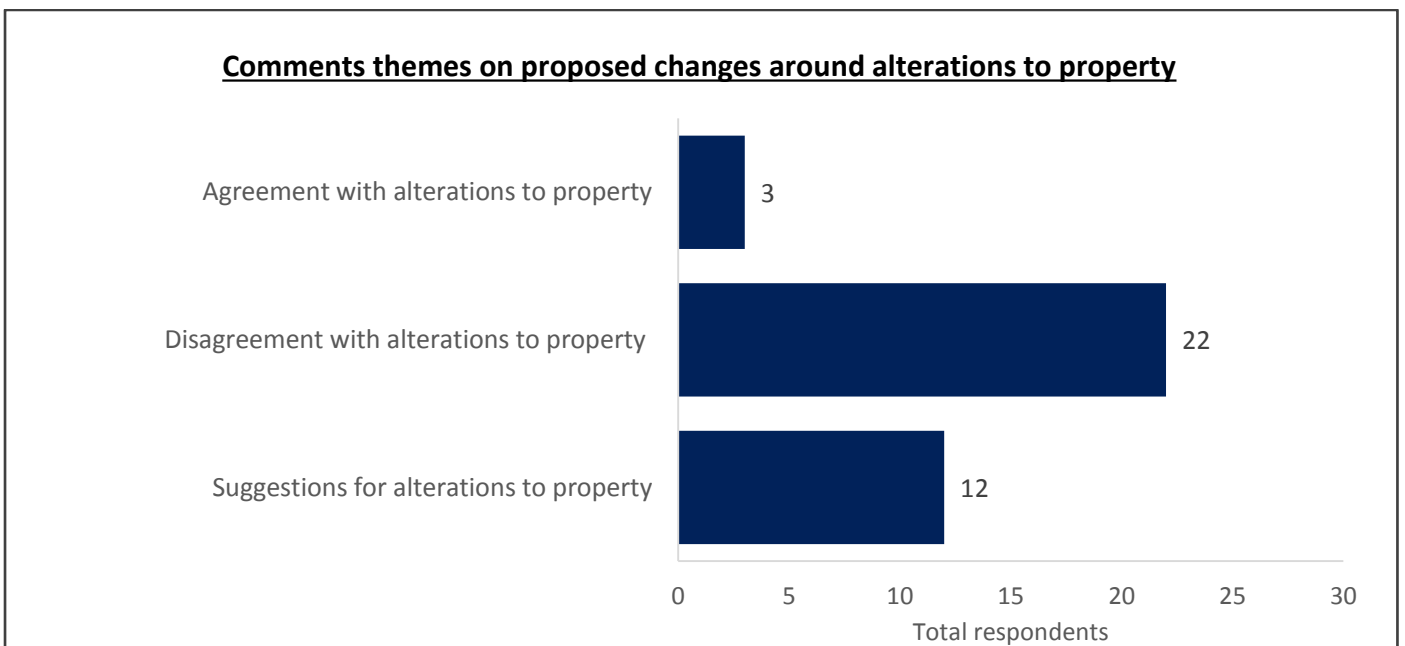


Figure 43

| Alterations to property | |
|--|--|
| Agreement for alterations to property | This will help tenants to know exactly what they can and cannot do. |
| Disagreement with alterations to property | Disagree with needing permission for decking. It is not a permanent change and can be easily undone. |
| | Disagree with needing permission to use roof as storage space. Many tenants already use this space for storing Christmas decorations, luggage bags etc. and this will not change. It is not dangerous to do use the space. |
| | Disagree with needing permission for installing floodlights and CCTV as these are for safety and security. |

| | |
|--|---|
| | Disagree with needing permission for installing bathrooms and kitchens. |
| | Needing permission for some of this contradicts itself. If something is broken and the council says the tenant must replace it themselves but must first ask permission to replace it then this seems silly. |
| | Some of this list is a bit over the top and ridiculous. As long they are minor alterations and not dangerous, tenants should be allowed to make changes that turn their house into a home. |
| | Most council properties come without cookers or white goods. This change would mean a new tenant will have to ask for permission to install a cooker which seems ridiculous unless council provide white goods and cookers. |
| | As long as changes are not structural then tenants should be allowed to do as they please without needing permission. If structural then they should be allowed with permission. |
| | It is not fair, reasonable or respectful to expect permission for everything from tenants. You are restricting their freedom. |
| | Tenants should be allowed to hang things on internal and external walls without needing permission as long as it safe to do so. |
| | Structural changes I can understand need permission, also any electrical changes and anything that may cause a problem to the buildings integrity or safety, but this extreme is making sure that people no longer feel this is their home for life, but a rented property the landlord can kick you out of for any reason. |
| | How will permission be handled to not cause problems for the tenant? It is not reasonable to expect tenants to be without a cooker whilst they wait for however long for the council to approve it. |
| Suggestions for alterations to property | Tenants should be allowed to use the roof as storage but not for dangerous/hazardous items. Provide a list of items tenants cannot store in their loft. |
| | In the event of alterations having already been made to the property, if the changes are appropriate or in accordance to building regulations and the council is happy with the outcome, they should not be penalised or removed. |
| | "Any alterations" is vague and the list will be out-of-date as soon as you publish it. Check for loop holes people may try and find to get out of asking permission. |
| | Take into account skilled labourers living as tenants and their ability to alter the property properly. Clarify if tenants can install themselves or have to get a tradesman to do it. |
| | Add needing permission for laminate flooring in flats as they can make things really noisy. |
| | Council should request certified waste receipts following works carried out that council has given permission for. |
| | Permission should be reasonably granted to allow tenants to make their house their home. |
| | Should make wording clearer on what is allowed and what needs permission. |
| | Ensure there is a clear policy about what is to be done about alterations that were made before new agreement. |
| | All this information should be put in writing to all private tenants as some do make alterations which may affect others (e.g. gas boilers could be detrimental to the council tenants in the block of flats). |

71. Of the comments made relating to the proposed changes to barriers and gates in the tenancy agreement, disagreement with the proposed change was the most mentioned theme with 5 respondents raising this issue. A further 2 comments expressed agreement and another one respondent suggested an alternative. Table 9 outlines the unique comments of each theme in figure 44.

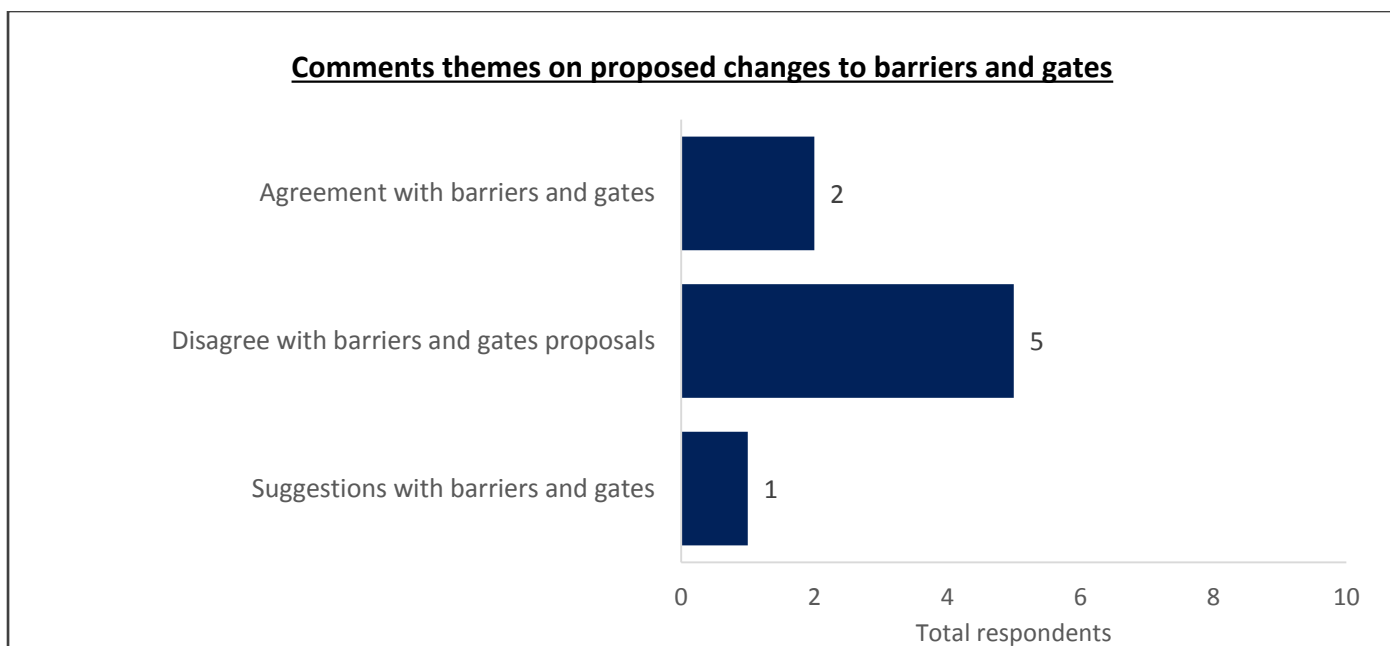


Figure 44

| Barriers and gates | |
|---|---|
| Agreement with barriers and gates | Had experience of tenants blocking alleyways with fences. |
| Disagree with barriers and gates proposals | Disagree with barrier or fence as in the block we live in access to the last property's at each end is not a problem as you can go no further anyway. |
| | Tenant said they already have their own barrier or gate that they feel does not obstruct shared area. |
| | Tenants would not feel the need to do this if council kept existing barriers and gates in good condition. |
| | Those that have a right of access might want to set up a gate together to keep others away. |
| Suggestions with barriers and gates | Allow plants on shared paths and walkways as long as they don't obstruct. |

Table 9

72. Of the respondents who commented on the proposed changes the tenancy agreement concerning domestic abuse, 14 expressed agreement with the proposals and 8 expressed disagreement. A further 12 raised concerns

over these changes would be enforced and another 12 made suggestions around the domestic abuse proposals. Table 10 summarises all the unique comments that were made within each of the themes detailed in figure 45.

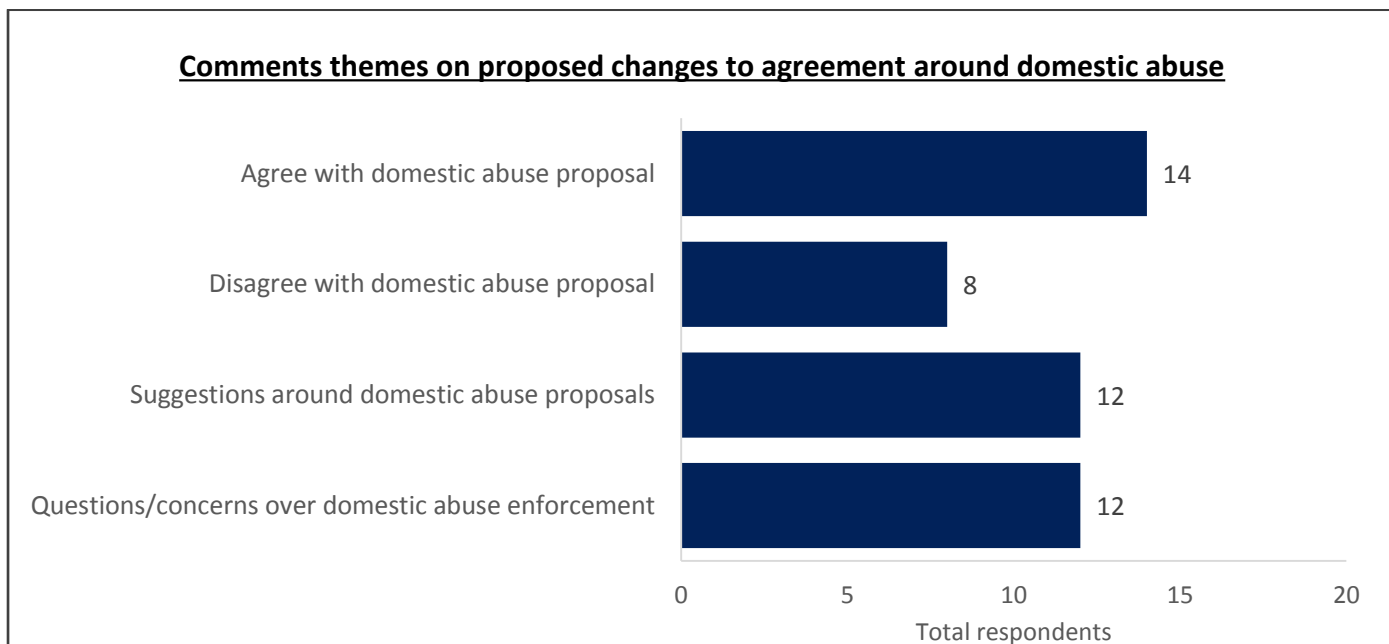


Figure 45

| Domestic abuse | |
|--|--|
| Agree with domestic abuse proposal | This is needed in order to get rid of domestic abuse perpetrators. |
| | Agree with proposal following personal experience of abuse. |
| | Domestic abuse should not be tolerated. |
| Disagree with domestic abuse proposals | This is beyond the remit of a local authority housing department and should be tackled by the appropriate authorities instead (e.g. police and social services). |
| | Domestic abuse is already illegal so it is pointless reiterating this in a tenancy agreement. |
| | These proposals won't stop people being abused. |
| | There is risk of false accusations which could lead to tenants being evicted and becoming homeless. |
| | It is not clear what the council would do to support their tenants involved in domestic abuse - appears to be just lip service. |
| Suggestions around domestic abuse proposals | Private tenants and landlords should have rules around domestic abuse made clear to them. |
| | Make domestic abuse part of tenancy agreement much stronger. |
| | Have clear and strict consequences of domestic abuse (e.g. immediate eviction or not being allowed to have a council home if you have been accused of domestic abuse in the last 5 years). |
| | Add something to tenancy agreement when domestic abuse involves a child and what will happen. |
| | Abuse should be considered an antisocial behaviour. |
| | Council should get victims out of their property and somewhere safe whilst action is being taken. |
| | Include homophobia in definition of domestic abuse. |
| | Council internal guidelines/procedures will need to include provisions for 'abuser' tenants with conditions such as Tourette's or dementia. Considering articles 6 (fair hearing), 8 (privacy) and 14 (discrimination - disability) of the Human Rights Act. |
| | Include domestic abuse bill 2019. |

| | |
|---|---|
| | The council has a responsibility to progress any criminal behaviour to the appropriate authorities. |
| Questions/concerns over domestic abuse enforcement | How will this be enforced and monitored? It will be hard to do either, especially in moderate cases. |
| | Cannot see how including this in the tenancy agreement will stop it happening. |
| | Concerned that victims and their families under these proposals will lose their tenancy when abuse is uncovered. |
| | How will antisocial behaviour team and police manage domestic abuse issues in council homes? |
| | Concerned that some tenants may abuse this in their favour when going through relationship issues or breakdowns |
| | Why the sudden concern? |
| | People often don't have domestic abuse on their criminal record. How will you know who the perpetrators are until it is too late? |

Table 10

73. Disagreement with the proposed changes to the tenancy agreement relating to fences, hedges and boundaries was the second most mentioned theme with 44 respondents raising this issue and 7 expressing agreement. A further 17 comments made suggestions related to fences, hedges and boundaries. Another 4 expressed concern, confusion or wanted clarification on who would be responsible for which side of garden fences. Table 11 outlines the unique comments of each theme in figure 46.

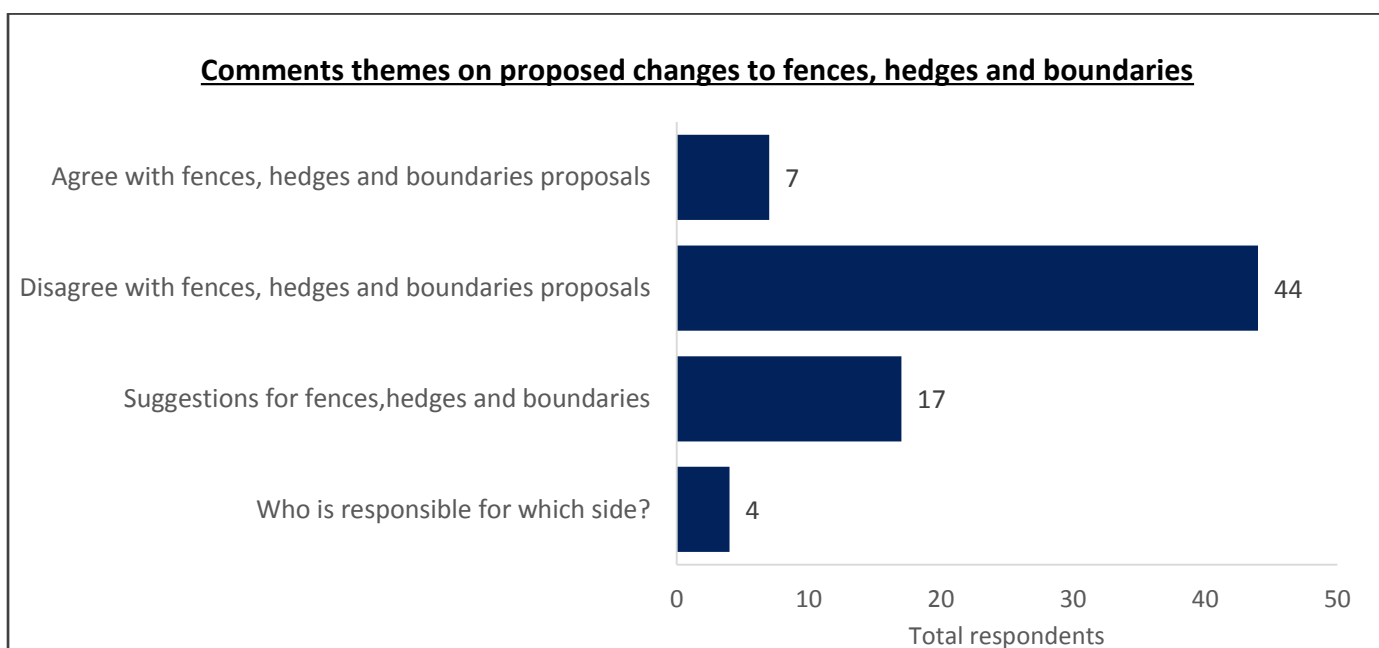


Figure 46

| Fences, hedges and boundaries | |
|--|---|
| Agree with fences, hedges and boundaries proposals | Tenants should be responsible for cutting hedges within their boundary only. |
| | Only tenants responsibility if they are responsible for the damage to it. |
| Disagree with fences, hedges and boundaries proposals | It is not fair to expect people on low incomes to pay out for fencing. |
| | If fencing is damaged or breaks in natural wear and tear, or extreme weather, then the council should help fix and maintain it. If the council don't want to fix it then tenants should be allowed to put up whatever fencing they want without permission. |

| | |
|---|--|
| | If fences or boundary has been supplied by the council then it should be maintained by the council. |
| | Fences should be the home owner's responsibility. (I.e. Council's property=council's responsibility.) Why should tenants have to pay for a fence, which increases market value to the property and has to be left when leaving the house? Fences and boundaries are a fixed structure and a necessary security and safety measure, not cosmetic and so should be cared for by the council. |
| | Older generation or disabled people will struggle or be unable to maintain hedges or fences. |
| | Tenants should not be responsible if it backs onto communal space, or public land, or privately owned land. |
| | Tenants will use whatever they want if they are responsible for maintaining fencing. |
| | Some tenants have an agreement in place for the council to care for their fences, hedges and boundaries. They don't want to lose this. |
| | If a tenant lives in an area of high vandalism then being responsible for fences, hedges and boundaries will become a heavy financial cost to the tenant. This is not fair or reasonable to expect. |
| | This goes against an explicit agreement made for the council to maintain fences that border a road and other non-council tenants. |
| | Some confusion around tenants being responsible for fences, hedges and boundaries of communal areas (e.g. blocks). |
| Suggestions for fences, hedges and boundaries | Council should help those who can't afford fencing. |
| | Some people might need free help with this (e.g. disabled or elderly). |
| | Council should provide fencing if the boundary borders public land. |
| | Council should be responsible and pay for it using rental. |
| | Before more definitive on this. What is meant by 'Other boundary' and how high can hedges be grown? |
| | The council need to consider situations where the tenants are trying to maintain the fences, hedges or boundary but cannot due to other factors (e.g. adjacent land being poorly maintained). |
| | Council should plant more tree boundaries. |
| | Council should provide council tenants with new fencing before implementing this change. |
| | If a tenant pays for boundary fencing then the council should reimburse them. |
| | Advise tenants to not cut hedges between March and September due to nesting birds. |
| | Sheltered housing and flats should not have this responsibility. |
| | Council should inspect boundaries before deciding which ones tenants are responsible for. |
| | Who is responsible for which side? |
| Clearly state in tenancy agreement which borders tenant is responsible for. | |

Table 11

74. Comments were made around fuel burning appliances with 2 respondents mentioning their agreement with the proposed changes and 2 expressing their disagreement with it. An additional 10 respondents made suggestions

related to the fuel burning appliances proposals. Table 12 details the unique comments that were made regarding fuel burning appliances.

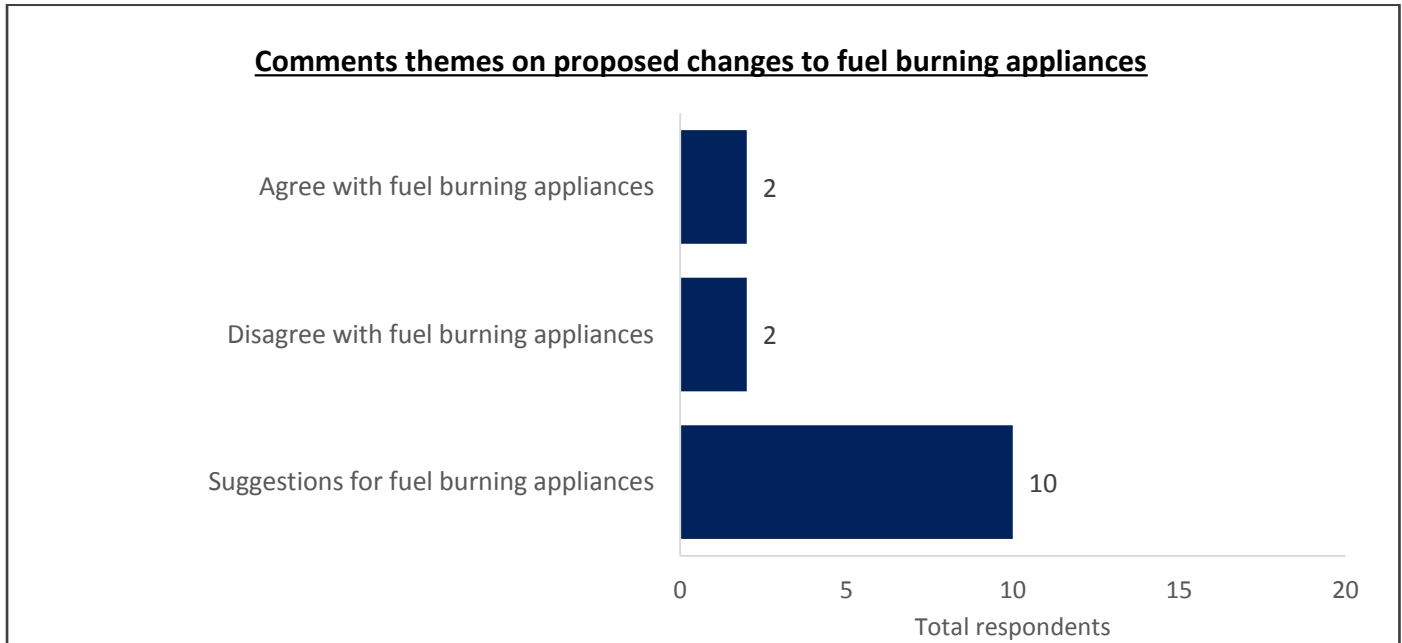


Figure 47

| Fuel burning appliances | |
|--|---|
| Agree with fuel burning appliances | Agree for fuel burning appliances in the house but not outdoor ones like a barbecues. |
| Disagree with fuel burning appliances | This will just increase fly tipping. |
| | Disagree with council taking away an appliance tenants have paid out for and charging them for the pleasure. |
| | Tenants should not be charged or responsible for removal if the fuel burning appliance was in situ when property was let by council. |
| Suggestions for fuel burning appliances | Southampton is a smoke free zone and so the council should not support this and should ban fuel burning appliances. |
| | Give list or definitions of fuel burning appliances that are included in this. |
| | Need staff to monitor whether permission has been obtained or not for these installations. |
| | Gradually take out all fuel burning appliances in tenant homes and convert older heating systems to safer, healthier, modern ones. This should apply to new tenancies, not existing ones. |
| | Ensure there is a clear policy about what is to be done about appliances installed before new agreement. |
| | Put in tenancy agreement how tenants with fuel burning appliances should remove them. |

Table 12

75. Figure 48 shows the comments made for the remaining additional proposed changes to the tenancy agreement. The additional proposal with the most comments was about antisocial behaviour related to drug use, with 11 comments made about this. A further 8 comments were made regarding the changes to the welcome pages, former arrears statement and antisocial behaviour section using the word arrestable or indictable. 6 respondents made comments on the changes to gas and electrical safety requirements, 5 on the removal of the Tenants Handbook, 5 on changes to services maintenance, 4 about electrical inspections and 3 regarding rent accounts. The remaining additional proposed changes received either one or two comments or none at all. Table 13 details the unique comments relating to each additional proposed change.

Comments themes on additional proposed changes

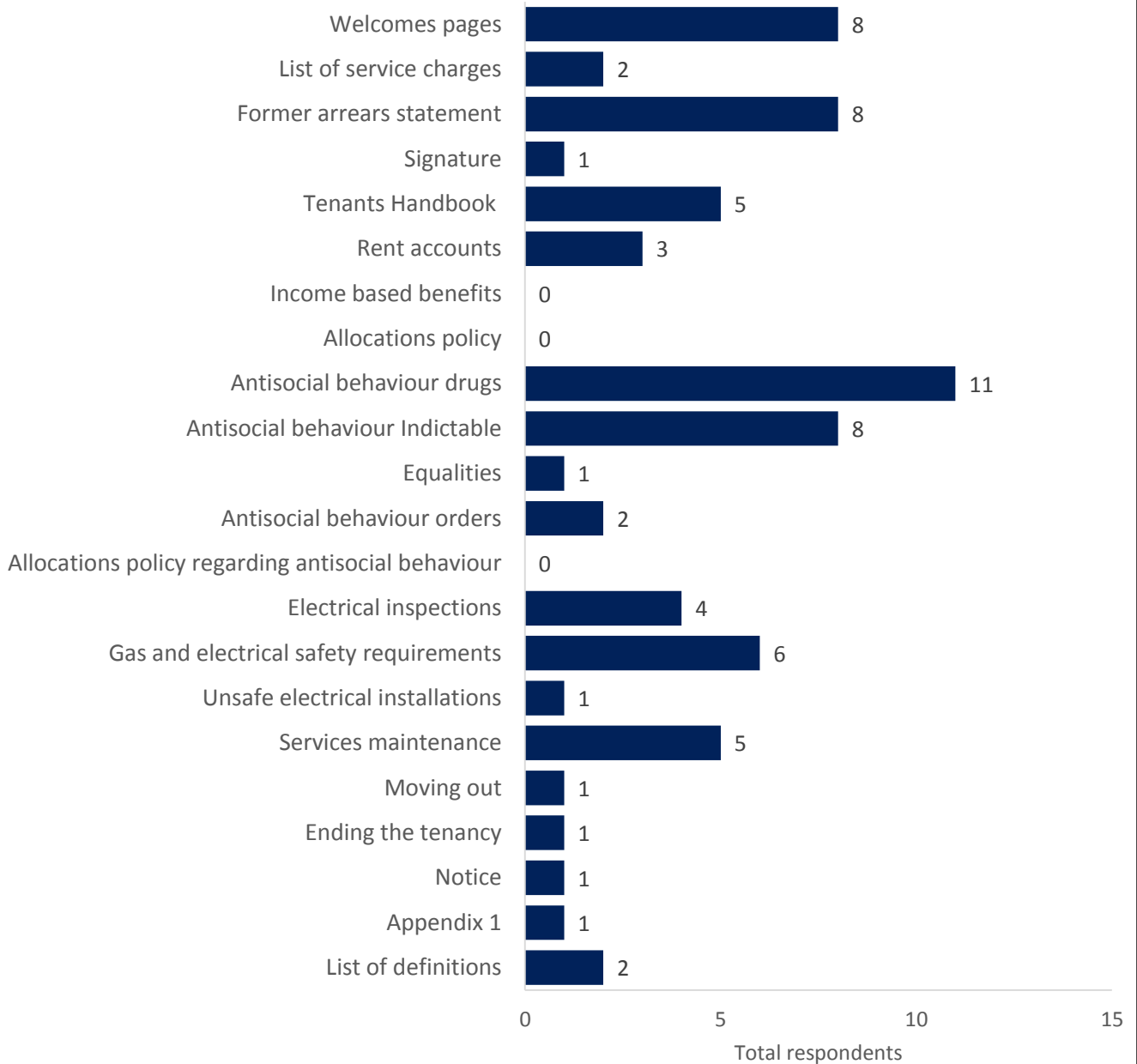


Figure 48

| Additional proposals | |
|---------------------------------|---|
| Welcomes pages | Welcome pages should still be included as it contains important and useful information for example Rent Reference Number, Housing officer details and customer payment and debt team contact details. |
| | Disagree with welcome pages info only being online. |
| List of service charges | Concerned about list of service charges increasing. Many of these 'service charges' are not worth the cost (e.g. cleaning of communal areas is very poor). |
| | Disagree with this proposal as service charges need to be agreed upon and so should not just be added without informing or agreeing with the tenant beforehand. |
| Former arrears statement | Don't change how former tenant arrears are done. Keep an agreement that is signed in writing. |
| | Disagree with removing this from the tenancy agreement as no tenant with previous arrears should be offered another tenancy. |
| | Please provide more detail on the former tenant arrears process. |
| | 'Arrears will be collected by a different process.' Does that mean a new bailiff company? |

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| | Disagree with taking away former arrears figure. It should be written somewhere in agreement with details for tenant's reference. Also include service charges cost and a website link for tenants to use to look at their rent account. |
| | Include information about people's options for moving with arrears in the tenancy agreement. How will people know what to do when they have arrears but need to move? |
| Signature | Agree with signature moving to end of tenancy agreement or suggest that tenants have to sign every page. |
| Tenants Handbook | Keep the tenants handbook. It is good manners and welcoming. Private house builders do it. |
| | Too much useful information to get rid of. Some tenants need paper copies if they cannot access to the internet. |
| | Make the information on how to contact Local Housing Offices easy to access, if it is to be removed from the tenancy agreement. |
| | Handbook should be made available to everyone in the format they choose. |
| Rent accounts | Still need to include info on how to access rent accounts. |
| | How will tenants who don't have internet access their rent account online? |
| Income based benefits | No comments. |
| Allocations policy | No comments. |
| Antisocial behaviour drugs | Agree with proposals to strengthen wording around possession or use of illegal drugs and its associated antisocial behaviour. Have experienced negative impact it can have on a neighbourhood. |
| | Agree and think it should be more heavily monitored and enforced especially in council flat blocks where it often occurs. |
| | Include the production of drugs or alcohol for selling in homes. |
| | Any tenants caught taking or dealing illegal substances should be immediately evicted. Council need to make sure they take action and not just make the change to the tenancy agreement only. |
| Antisocial behaviour Indictable | The word indictable may not be understood by all tenants so leave it as arrestable. |
| | Explain meaning of indictable so tenants know what it means before taking on the new change. There is no point having terminology updated if tenants don't know about it or what it means. |
| | This along with rest of tenancy agreement needs to be in easy to read, plain English. |
| | Agree with this change. |
| Equalities | Agree with having race/national background on list. |
| Antisocial behaviour orders | Injunctions still exist and this should be used instead of antisocial behaviour orders. |
| | Make what is classed as antisocial behaviour clear in agreement. |
| Allocations policy regarding antisocial behaviour | No comments. |
| Electrical inspections | Agree that electrical inspections should be carried out more often than every 10 years to ensure tenants are not making building unsafe. |
| | Disagree with removing years as this will mean either 1) some tenants will slip through the net and not have more regular inspections or 2) the council will not do any inspections as there won't be a specified time they must carry it out within. |
| | Specify how often tenants can expect electrical inspections. |
| Gas and electrical safety requirements | This should not change as tenants cannot afford to pay for gas safety checks of own appliances and don't know how to go about this. |
| | Unfair to expect tenants to pay for this when the council can't keep to this themselves and leave tenants homes unsafe. |

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| | Council should do certifications. |
| | Ensure a follow up inspection is done following repairs of faults/hazards to ensure job is complete. |
| Unsafe electrical installations | Concern over what has prompted this addition. |
| Services maintenance | This section of the tenancy agreement should detail what the council will do in this area, not just what is expected of the tenant. |
| | Explain why tenants are required to give access for service maintenance. |
| | Make improvements to service maintenance provision (e.g. better staff and more appointments). |
| | Provide a list of repairs the council do on the property. |
| Moving out | Include a moving out tick list for tenants to use. |
| Ending the tenancy | Make clear all the ways a tenancy can end. |
| Notice | Notices should be sent to the local housing office, not the civic centre, as this will create delays in ending tenancies and increase debt and void times. |
| Appendix 1 | Consider reinstating appendix 1, and providing this and definitions as 'flyers' with most recent version issued in hard copy at the beginning of a tenancy. Each could refer to the most current info being online. This allows some information to reach the many tenants with no online access. |
| List of definitions | These should be available in paper format too for those without internet. |
| | Agree with having list of definitions online so they can be continuously updated. |

Table 13

76. Of the respondents who mentioned any kind of impact in their written feedback, 28 spoke of negative impacts of the proposed changes to the tenancy agreement. A further 7 mentioned positive impacts and another 2 commented thought there would be no impact. Table 14 provides a summary of what impacts these comments were raising.

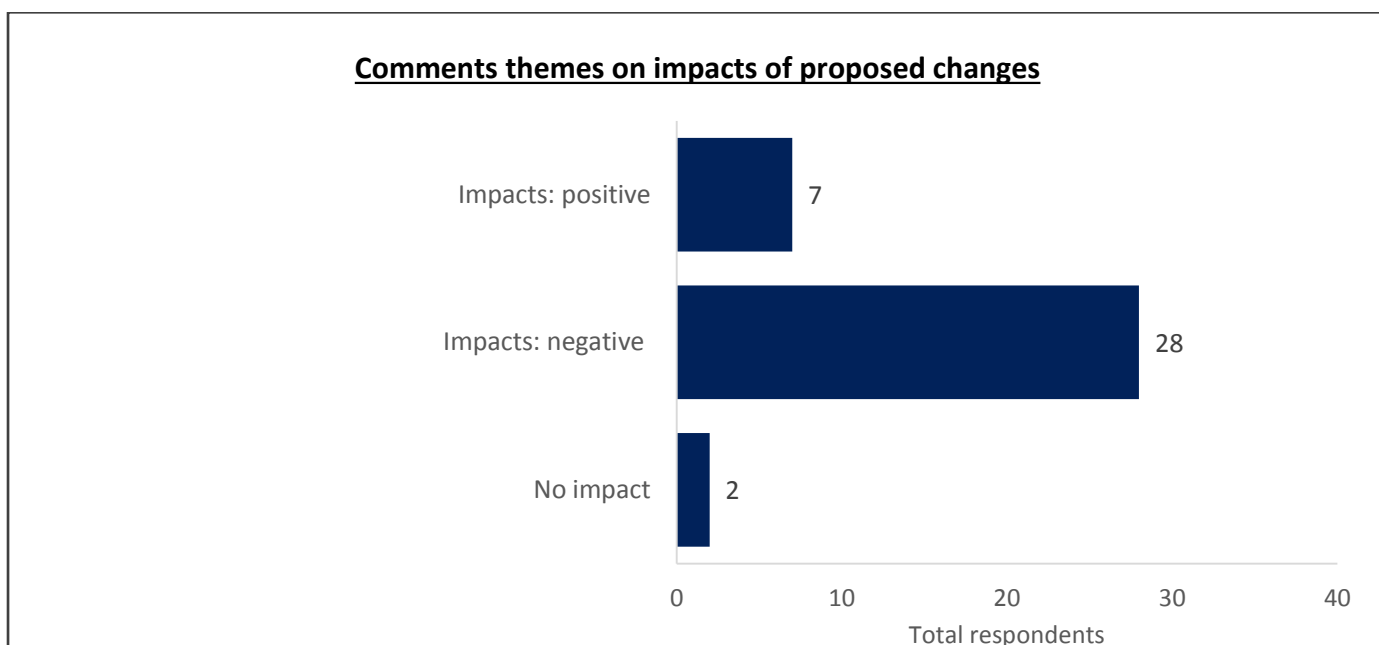


Figure 49

| Impacts | |
|--------------------------|--|
| Impacts: positive | There will a positive impact if proposals are actually monitored and enforced. |
| | This will encourage a sense of pride in tenants for their property. |

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| | These changes should help improve social cohesion (for alterations to property, health and safety, barriers and gates and use of gardens, yards and balconies). |
| | This could make tenants take more responsibility in caring and maintaining their council property and garden and in turn improve the housing stock. |
| Impacts: negative | Negative financial impact of non-rent weeks on tenants and their families. |
| | Some of these proposals create unnecessary restrictions and obligations. May cause anxiety and worry for some tenants and feel they are being watched/monitored. |
| | Creates a feeling that tenants are not welcome in their own home and controlled. |
| | Proposed changes are likely to result in a decreased (perceived) security of tenure (ref: drug use, unspecified antisocial behaviours, requirement to "look after" gardens). This could be mitigated by making more information available (e.g. definitions, FAQs etc.) |
| | Negative impact on families who use loft for storage for seasonal items like Christmas decorations and fans for summer. They cannot afford to hire storage space. |
| | Leaving out the vital information to be only available online will make it harder for those who don't have or use the internet. |
| | This will annoy and frustrate a lot of tenants. |
| | The negative impacts will differ depending on the type of property you live in. |
| | Some of the changes are just to save money and add the cost to the tenant. |
| | Feel this is taking away freedom to use the communal green spaces in a way that they enjoy (e.g. paddling pools). |
| | Change in language may confuse some people who don't know what it means. |
| | A further deterioration of relationship between council and tenant. |
| | There will be unforeseen negative impacts that the council has not considered as tenants try to get around new proposals. |
| | Tenants cannot afford to be responsible for fences, hedges and boundaries. |
| | Virtually takes everyone's rights away. Expecting too much of tenants, particularly vulnerable ones. |
| | These proposals put tenants in a minor position. |
| | Tenancy agreement is common sense. This is overcomplicating it and making it confusing for some tenants. |
| By putting thing online you are excluding tenants who are already more likely to be socially excluded anyway. | |
| This does not give the council power over their properties. It makes other council tenant's life more difficult in terms of antisocial behaviour and the health and safety (e.g. accidents or fires) | |
| No impact | Nothing will particularly change for tenants. |
| | No impact at all for those who are not council tenants. |

Table 14

77. Figure 50 shows the themes created for comments that were not specifically about any of the proposed changes to the tenancy agreement. There were a total of 11 comments expressing agreement with the proposals overall and 5 comments expressing disagreement overall. A further 11 comments were made that gave more general thoughts on the proposals. Issues with how the tenancy agreement is written were highlighted by 22 respondents and concerns were raised by 31 respondents about parts of the tenancy agreement only being available digitally. An additional 40 comments were made that raise a number of other issues and suggestions around council tenants and their tenancy that were not related to the proposed changes. An extra 13 comments were not related to the tenancy. Table 15 summarises the unique comments made within each theme given in

figure 50.

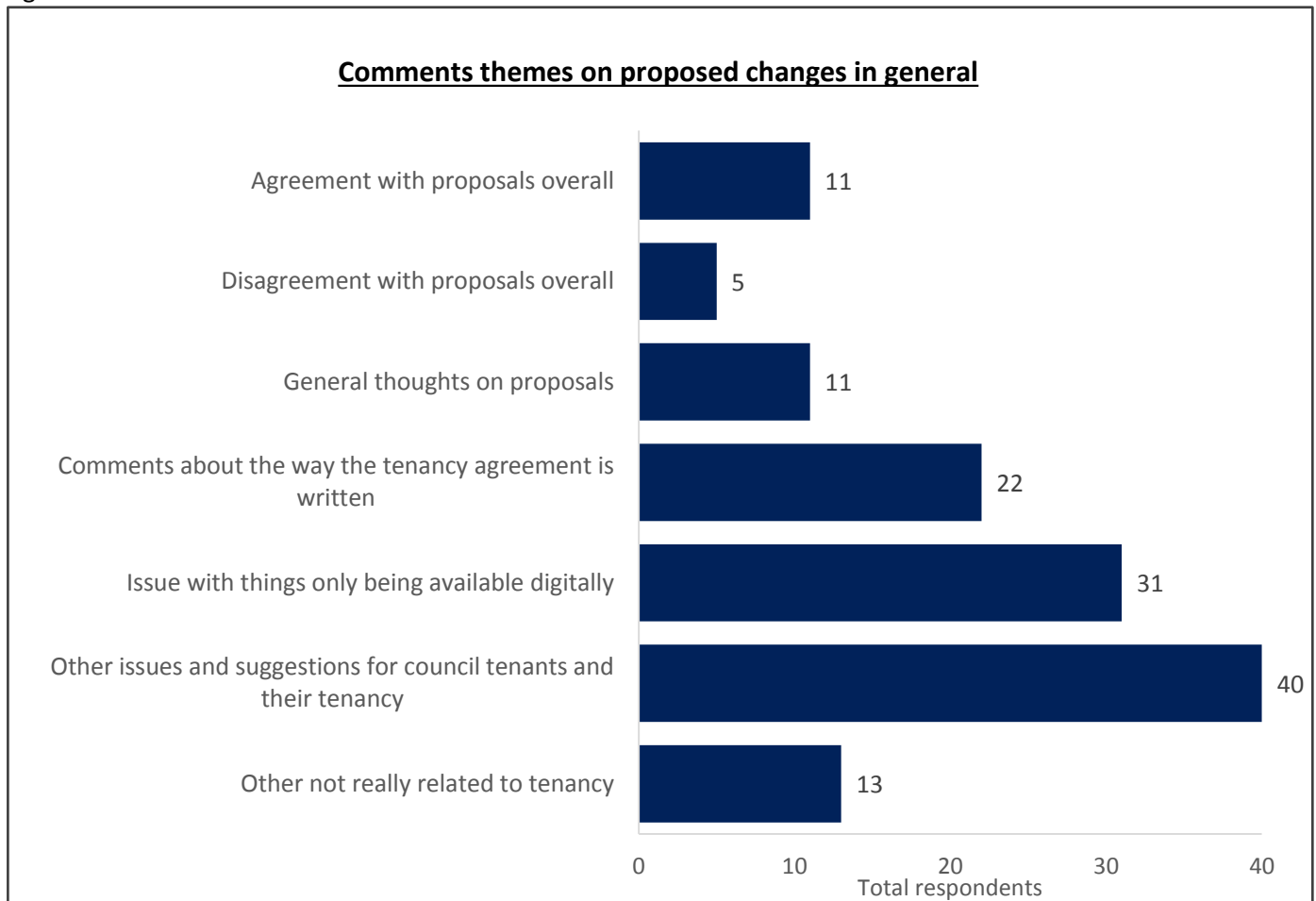


Figure 50

| Comments about the proposed changes in general and other issues or ideas | |
|---|---|
| Agreement with proposals overall | Agree with all proposals as this is in line with what housing associations and private landlords already do. The proposals clearly define what tenants can and cannot do and the consequences of non-compliance. |
| | Agree with proposals that bring tenancy in line with current legislation. |
| | General agreement with additional proposals, most of them are just common sense. |
| Disagreement with proposals overall | Changes to this tenancy agreement seem to be trying to make tenants responsible for things that only homeowners would be. A private landlord would not get away with making their tenants responsible for this sort of thing so why should the council? |
| | Current tenants signed their tenancy agreement not expecting it to be changed. Current tenants should not have to change. |
| | Council should be focusing on better maintaining their properties not on putting more restrictions on tenants. Feel the council is negating their responsibilities as a landlord. |
| General thoughts on proposals | How will anything that already goes against these changes be dealt with? (E.g. alterations that need permission but have already been carried out.) |
| | Concerns that some will refuse to sign/accept new tenancy agreement. |
| | How will these changes be monitored, enforced and tenants informed of the changes? |
| | Make these changes gradually as people are already having to deal with a lot of change in this country. |

| | |
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| | <p>Give more detail about what services are included in the tenancy and what the council are responsible for. Council seems to only want to enforce things for the tenant to do and be responsible for and not provide for their tenants.</p> <p>Following this change of the tenancy agreement, will secure tenancies remain secure?</p> <p>Doubts over the changes making any genuine difference or being enforced.</p> <p>Ensure all potential tenants understand the changes before signing tenancy agreement.</p> |
| Comments about way tenancy agreement is written | <p>For final document check spelling, grammar and punctuation and ensure the final document has an index.</p> <p>Improve layout of tenancy agreement to be able to add more detail and still be easy to understand (e.g. perhaps as a table).</p> <p>How will this tenancy agreement be delivered in line deliver with the equality act, disability act and accessible formats?</p> <p>Improve language and wording used in this tenancy agreement. It is unclear, complicated and ambiguous. It needs to be better defined. Simplify language to make it easy to understand for all tenants. It is also quite severe.</p> <p>Hard to understand tenancy agreement. Ask Plain English campaign to check tenancy agreement. Ensure it is easy to understand and those whose first language is not English are accommodated. Ensure all tenants understand it when signing.</p> <p>Tenancy agreement needs to be accessible to all (e.g. those with dyslexia). Create an easy read version.</p> <p>It is understandable.</p> <p>It's too long, no one will read it.</p> <p>There is not enough detail.</p> <p>What is the new term for antisocial behaviour if this term is no longer being used?</p> <p>There are contradictions throughout the agreement.</p> |
| Issue with things only being available digitally | <p>How will those that are either digitally illiterate or without the internet access the information?</p> <p>This will adversely impact vulnerable groups more than others (e.g. elderly and disabled).</p> <p>All tenants should be able to get the information they need in a format that works for them.</p> <p>Some tenants don't have the internet and can't easily get to places like the library or gateway.</p> <p>Best practice to have entire tenancy agreement in one place, not some online and some in paper version. Have tenancy agreement in its entirety online and in paper.</p> <p>How will tenants know what they are signing if some of it is only available online?</p> <p>With increasing rents and service charges people will not be able to afford on line services.</p> <p>Why have you made tenant's link digital only? This was a way some tenants received information.</p> |
| Other issues and suggestions for council tenants and their tenancy | <p>Areas of tenancy agreement which need more clarification or information: (2.5b) Support services need more clarification because it is confusing and unclear; (3.5a) If tenants are responsible for keeping communal areas clean and tidy then does this mean the block cleaning service and charges will be withdrawn?; (5.5) If tenants are relocated for major building works etc. will the council pay for any storage costs whilst this happens?; (5.7) Which repairs and improvements are the tenant's responsibility as 'small repairs' is not clear enough; provide more information on the bidding process; Are doorsteps classed as communal or the tenant's property? This influences a number of clauses of the tenancy agreement.</p> <p>Disagreements with other areas of tenancy agreement: (2.6b) Arrears should be split across the joint tenants equally before the point at which any left; (6.1c) Disagree with charging 2 weeks rent to estate if tenant dies; disagree with tenants needing permission to install a satellite dish or laminate flooring; Disagree with having to pay a charge for wardens.</p> |

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| Council homes and service are generally poor with tenants treated poorly and not given rights. |
| Council should have a standard they get properties to before letting it out rather than giving tenants properties in poor condition. |
| Council should not be involved in the social aspects of tenancy as there are dedicated services and organisations for this. Council housing should focus on stock maintenance and rent collection. |
| Train staff to better deal with vulnerable tenants (e.g. the elderly or disabled). |
| Crucial that tenancy agreement is enforced and tenants monitored and held accountable to breaches in tenancy. (E.g. council tenants must not park on council footpaths). Clearly lay out penalties for a breach in tenancy. |
| More regular monitoring of tenants properties, to ensure they are keeping to their tenancy. |
| Improve reporting mechanisms for tenants to report breaches of tenancy for example drug use. |
| Harsher action taken for breaches in tenancy (e.g. having a dog when they are not allowed or the possession/use of illegal substances). |
| Store photos or fingerprints as part of identification of tenants and anyone else living in their property. Keep it up to date. |
| The council should strengthen regulations and laws to allow them easier access to properties, especially in emergencies and the council should have a master key for all homes for emergency use. |
| In section 5.1 external doors are not included as something the council will look after, repair and maintain and they should be. |
| Council should do a walk through with tenant when moving in and out to ensure this is followed. |
| Improve handover of tenancy. Make sure tenants have read and understand fully the tenancy agreement and go around property to show them where everything is. Read tenancy to those who can't read English. |
| Do not allow tenants to run businesses from home (e.g. amazon or eBay sellers). |
| Fly tipping should be more heavily monitored and enforcement action taken. Currently not addressed in tenancy agreement and should be as antisocial behaviour and fire hazard. |
| Fine those who flush nappies and wet wipes down toilets causing plumbing issues at a cost and inconvenience for people at end of stack. |
| Hate crime, like domestic abuse, should be put into the tenancy agreement to make it clear it is not tolerated. |
| Tenants awaiting assessment of benefit claims for example universal credit should not be expected to pay rent. |
| Council should be stricter about benefit fraud. |
| Rent should be more if: a garden is included; dependent on location; size of property; and type of property, as would be the case in the private market. |
| Tenancy agreement should include keep to reasonable noise levels and consideration of other neighbours. |
| Communal off-road parking should be designated and written about in the tenancy agreement. |
| Do something about the motor vehicles causing disturbance and disruption. (E.g. motorbikes/mopeds creating a lot of noise and damaging spaces, people parking on communal green spaces.) |
| Should be allowed to keep some livestock (e.g. certain breeds of duck or chicken). |

| | |
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| | Look into parts of tenancy agreement about dogs (e.g. dogs in flats). Consider dogs being permitted for therapy/mental wellbeing as well. Reword to clarify if exceptions are allowed beyond registered assistance dogs. Dogs should be allowed in places with communal areas. Also include dog barking as antisocial behaviour. |
| Other not really related to tenancy | All the council care about is money. |
| | Council should intervene when a property is neglected and spoiling the social environment. Council should try to restore a sense of pride in one's home in the private rented, social rented and owned sector. |
| | Issues with other council services (e.g. waste, housing benefit). |
| | Add things into tenancy agreement about waste and recycling including information and enforcement for incorrect waste sorting and dumping of rubbish. |
| | Tenants should downsize when they no longer need as many rooms. Unemployed tenants should be required to volunteer in the community. |
| | Issues with rent increases. |
| | Issues experienced by tenants highlighted (e.g. antisocial behaviour in neighbourhood). |
| | Issues with national government, universal credit and UK poverty. |
| | General issues with private tenants and desire for private tenants to have similar tenancy agreements as social tenants. |
| | Make the burning of any waste materials and bonfires illegal from all premises withheld exception of Nov 5th. |

Table 15

Public engagements, meetings and verbal feedback

78. A total of 5 public meetings were held throughout the consultation period. Around 80 people attended these meetings. Notes were taken at the meetings and the different points raised have been summarised in the sections below.

79. Tenants could also phone in to discuss the consultation and give feedback. The tenancy engagement team answered over 700 calls during the consultation period as well as the local housing office and Gateway also receiving enquiries. Notes were taken of the feedback given over the telephone and these have been summarised alongside the notes from the public meetings in the sections below.

80. Comments, disagreements and alternative suggestions regarding the proposals themselves:

- Non-rent weeks
 - Misunderstanding by several tenants around non-rent weeks. Thinking council is charging an extra 4 weeks rent, which evoked some disagreement.
 - Clarity and desire to understand non-rent weeks proposal. (Staff provided an explanation.)
 - Some tenants prefer a 48 week rent year.
- Garden maintenance
 - Tenants expressed concern over changes to the garden maintenance as they felt they are unable to maintain their own garden.
 - Some tenants were worried that they would become responsible for garden maintenance where they lived, within a supported housing block.
 - Some tenants were seeking clarity over what areas they would be responsible for when it comes to garden maintenance (e.g. who is responsible for the maintenance of the pathway between gardens?)
- Fences, hedges and boundaries
 - Some tenants were concerned and wanted clarity over what fences, hedges or boundaries they would be responsible for.

- Gas and electrical safety requirements; Worry that tenants would now be responsible for their own boiler checks.
- There was concerns and questioning about how the council are allowed to change a tenancy agreement which tenants may have signed and agreed to many years ago.
- Queries around timelines for new tenancy agreement to be sent out. (Staff advised early next year.)
- Some residents were concerned that more serious changes were being snuck past tenants (e.g. taking away secure tenancies or becoming a housing association).

81. Additional comments regarding their tenancy:

- Issues with joint tenants not receiving a letter each or only one name being on the letter. Some joint tenants not being addressed caused uncertainty and distress. An additional letter was sent out to rectify this.
- Calls where changes to tenancy have not been updated when it has been reported previously (e.g. name changes, deaths, marriages etc.)
- The tenancy agreement consultation encouraged some tenants to raise personal housing issues that are not directly related to the draft tenancy agreement. (These tenancy management issues were directed to the appropriate local housing office.)

Feedback on the consultation process

82. Southampton City Council are committed to make the whole consultation process as transparent and fair as possible. As a part of this commitment, any feedback on the consultation process itself received during the course of the consultation is gathered together here.

83. A total of 14 respondents commented on the consultation process in via written feedback like the questionnaire, emails or letters. In addition a couple of points were raised at the public meetings and via telephone.

84. Unique comments about the consultation process are summarised in table 16.

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| Comments about consultation | The additional proposals should be in a separate survey to the main changes as it is too complex to do in this consultation. |
| | There a lot of proposals and some thought it would need some time and thought to give a response. |
| | There needs to be hard copies given to older tenants and staff to explain consultation and tenancy agreement to them. |
| | Provide a contact number to ask about tenancy agreement and consultation as it is not very clear. |
| | There should be public meetings about this as the surveys are not truly showing whole picture. |
| | Feedback regarding drop-ins: all but one were arranged at the same time on a weekday evening which meant some people were unable to attend due to other commitments. Also feedback that drop-ins were not across wider area. |
| | Felt that drop-in sessions were not long enough and not enough of them. Need either an extension to the consultation deadline or more meetings. |
| | There was misunderstanding of the consultation, in particular the letter was mentioned and described as unclear and confusing. Some tenants thought they had to complete or sign the tenancy agreement and others thought they were being evicted or facing enforcement action. |
| | Ensure any draft tenancy agreements available are clearly marked as drafts by having watermarks running through each page. |
| | Once consultation closes, results need to be published and meetings ran to explain results. |

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| Council will not listen to tenants' views. |
| Will completing the questionnaire or giving feedback at the drop-in sessions actually make any difference or be listened to? |
| Waste of money sending out this proposal knowing full well that whatever people say will not count, and to think of all the paper they have used sending out this ridiculous letter. |
| At the public meetings there was a recurring sense that there was no point doing the consultation because the council had already made up its mind. |
| Future letters should be run past tenants or the scrutiny panel before being sent out. |
| Request for alternative copies of the consultation to be available, this was done so. |

Table 16

Conclusion

85. Southampton City Council undertook public consultation on the proposed changes to the tenancy agreement held by tenants of the council.
86. The consultation took place for 12 weeks between 25 July 2019 and 16 October 2019.
87. In total, there were 363 written responses to the consultation of which 347 responded through the questionnaire and 16 through email or letter. There were also a number of public meetings held to discuss the proposals.
88. All questionnaire results have been analysed and presented in graphs within the report. In addition all written feedback has been read and assigned to categories based upon similar sentiment or theme and descriptions have been provided of each category within the report.
89. In conclusion, this consultation allows decision makers to understand the views of residents and stakeholders on the proposals that have been consulted on. It represents the best possible summary and categorisation of all the feedback received through the consultation period.