



## South Kesteven District Council Tenancy Agreement

### Report Author

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### Purpose of Report

To recommend to Cabinet the approval of the updated Tenancy Agreement for tenants living in Council owned properties.

### Recommendations

#### The Committee is asked to:

1. Recommend to Cabinet approval of the draft South Kesteven District Council Tenancy Agreement.

### Decision Information

Does the report contain any exempt or confidential information not for publication? No

What are the relevant corporate priorities? Housing

Which wards are impacted? 2 or more wards but not significantly

## **1. Implications**

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

### ***Finance and Procurement***

- 1.1 There are no direct financial implications arising from this report.
- 1.2 Whilst it is proposed to change the rent collection process from collecting over a 48 week period to a 52 week period, the total amount of rent due will not change — it will simply be spread out across the full year, meaning the weekly payment will be slightly lower for tenants. This could help with ensuring rent payments are received and reduced the potential for bad debts.
- 1.3 The strengthening of Repairs and Improvements chapter regarding responsibilities and rights will help clarify where costs will be borne by the Tenant and where rechargeable repairs make take place. It is important when recharges are required the Council proactively manages this process to ensure costs are recovered appropriately.

*Completed by: David Scott – Assistant Director of Finance and Deputy S151 Officer.*

### ***Legal and Governance***

- 1.4 Relevant legislation (Housing Act) is referred to within the report. Cabinet would be required to confirm any final version of the Agreement.

*Completed by: James Welbourn, Democratic Services Manager*

### ***Health and Safety***

- 1.3 The Tenancy agreement clearly sets out the responsibilities of tenants in matters of safety. This includes allowing access to the property in order for the Council to meet its Landlord obligations in regards to statutory compliance matters. These actions are crucial to ensuring the safety of the tenants, the property and neighbouring properties

*Completed by: Philip Swinton Head of Health, Safety, Compliance and Emergency Planning.*

### ***Equalities, Diversity and Inclusion***

1.5 The Equality Act 2010 places responsibility on the Council to ensure due regard is given when implementing policy and procedure. It is therefore incumbent upon the Council to ensure Tenancy Agreements are delivered and managed in a fair and equitable manner in accordance with the law.

*Completed by: Carol Drury, Community Engagement Manager*

### **Safeguarding**

1.6 SKDC's safeguarding responsibilities are clearly outlined in the tenancy agreement.

*Completed by: Sarah McQueen, Head of Service (Housing)*

### **Community Safety**

1.5 This updated tenancy agreement provides clear expectations for acceptable behaviour, including in relation to anti-social behaviour, waste management and responsibility in relation to pets. This will help to ensure that tenants are considerate to their neighbours, and everyone can enjoy a safe and peaceful environment within their homes and communal areas.

*Completed by: Ayeisha Kirkham, Head of Service-Public Protection*

## **2. Background to the Report**

2.1. SKDC's tenancy agreement for Council tenants was last reviewed in 2020 and was therefore due for an update. The agreement has now been reviewed and a number of changes are proposed to ensure compliance with current legislation, support the effective management of tenancies, properties and neighbourhoods, and improve clarity and accessibility for tenants.

## **3. Key Considerations**

3.1. The proposed changes are as follows:

### **Summary of changes**

Rent is currently collected over a 48 week period (occasionally 49 weeks) with four weeks each year when no rent is charged.

It is proposed that rent will instead be collected evenly over the whole year (usually over a 52 week period). The total amount of rent due will not change — it will simply be spread out across the full year, meaning the weekly payment will be slightly lower (page 5)

The *Introductory Tenancy* wording in the *Tenancy Types* chapter has been changed to make it clearer (pages 8 and 9)

A new section on <i>Demoted Tenancies</i> in the <i>Tenancy Types</i> chapter has been inserted (page 9)
The <i>Using Your Home</i> chapter included requirements which were previously in the Garden chapter in the consultation draft but following feedback, the Garden chapter has been re-inserted. Also, details on the Right to Buy have been updated to reflect the national changes made (pages 11 and 12)
<i>Repairs and Improvements</i> chapter wording updated on responsibilities and rights (pages 14 – 16)
A <i>Domestic Abuse</i> chapter has been inserted (page 18)
A <i>Safeguarding</i> chapter has been inserted (page 19)
In the <i>Property Condition</i> chapter, tenants' responsibility to keep communal areas, stairwells and gardens free from fleas, vermin and other pests has been inserted (page 20)
The <i>Health and Safety</i> chapter has had additional wording inserted eg. regarding fire safety and the safe storage and charging of mobility vehicles (page 21)
The <i>Animals</i> chapter has been changed to <i>Pets and Animals</i> and the chapter has been updated to make it clearer and states how permission must be sought before keeping a pet, in some types of properties. Additional wording inserted regarding the responsibilities of keeping animals. The legal requirement for cats to be microchipped as well as dogs inserted (see 22 and 23)
The <i>Succession; Assignment and Exchange</i> chapter has been updated to align with the information in the Tenancy Management Policy (pages 26 and 27)
The <i>Written Permission</i> chapter has been updated to make it clearer (page 30)

#### **4. Other Options Considered**

4.1 An alternative option would have been to not review the tenancy agreement. However, this would mean the above updates not being included, such as the domestic abuse and safeguarding chapters. Also opportunities such as the proposed change to the rent collection period, would be missed.

#### **5. Reasons for the Recommendations**

5.1. To ensure the Council's tenancy agreement complies with legislation; that tenancies, properties and neighbourhoods are effectively managed and the tenancy agreement easier for tenants to read and understand.

#### **6. Consultation**

6.1. Throughout the review of, and revisions to, the tenancy agreement, Council officers from different departments were consulted. This included Tenancy Services, Housing Services, Repairs, Health and Safety Compliance, Rents and Public Protection.

- 6.2. A workshop with elected member councillors took place on 2<sup>nd</sup> September 2025 to discuss the proposed changes. Support was received and to progress with consulting tenants.
- 6.3. Statutory consultation (in accordance with the Housing Act 1985, section 103 (2)) has taken place with all South Kesteven District Council tenants living in Council owned properties. A letter (Preliminary Notice of Variation) was sent to all tenants notifying them of the proposed variations with the opportunity to feedback.
- 6.4. The results of the survey of the statutory consultation are in the Consultation Report (Appendix 2).
- 6.5. A meeting was held on the 15<sup>th</sup> December with a group of tenants where the proposed changes to the tenancy agreement were explained and discussion of these was encouraged. The outcome was support for some proposed changes, such as the change to the rental collection period and further clarification needed on chapters such as repairs and pets.
- 6.6. Following the feedback from the consultation, further changes were made to the draft Tenancy Agreement (Appendix 1).

## **7. Appendices**

- 7.1. Appendix 1 – Draft tenancy agreement
- 7.2. Appendix 2 – Consultation report
- 7.3. Appendix 3 – Equality Impact Assessment