



SOUTH
KESTEVEN
DISTRICT
COUNCIL

Tenancy Agreement Consultation December 2025



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Executive Summary

1. Tenants living in general needs housing and sheltered housing schemes were asked for their views on changes to their Tenancy Agreement during a four-week consultation which took place towards the end of November and during December 2025.
2. Opening on 24 November 2025, the consultation was open for four weeks, closing on 22 December 2025. 203 responses were received – a response rate of 3.45%¹
3. When asked about a proposal to change how rent and other charges are paid from a 48-week payment schedule to a 52-week schedule, three fifths of respondents (125 or 62.8%) were in favour. One fifth weren't in favour, and the remaining fifth (39 or 19.6%) didn't know or weren't sure about the proposal.
4. When asked if the tenancy related consequences of being convicted of domestic abuse had been clearly communicated in SKDC's Tenancy Agreement – most tenants (121 or 71.2%) thought that they had been.
5. Most tenants (121 or 78.1%) thought the insertion of an extra clause in Chapter Nine - Property Condition which focused on the tenants' responsibility to keep their home and any communal areas free from fleas, vermin and other pests was clearly stated.
6. Tenants were asked if the responsibilities of keeping animals in council properties had been clearly communicated. Whilst the wording in the Tenancy Agreement appears to have been clear, with 106 tenants (72.6%) agreeing, there was an issue with some of the phrases used in the Tenants Handbook, which led to some respondents raising concerns.
7. Tenants feedback on each of the changes proposed in SKDC's Tenancy Agreement could be described as being generally supportive. A few viewed some elements of the agreement as overly prescriptive – particularly in respect of animal ownership - and queried the legislation governing its status. Illustrative quotes have been included in this report.

Purpose of report

8. The purpose of this report is to update South Kesteven District Council (SKDC), Cabinet and Housing Overview and Scrutiny Committee with the results of the consultation that took place with tenants during November and

¹ Letter notifying tenants of consultation on Tenancy Agreement sent to all tenants -5,884



Background

9. As part of the consultation, tenants were informed that the Tenancy Agreement they have with South Kesteven District Council is a legally binding contract. It outlines the rights and responsibilities both they and the Council have, as a tenant, and as a landlord. It includes expectations about rent, how they live in their property, repairs and maintenance, community responsibilities and behaviours.
10. They were also told that it has now been updated and includes some new tenancy conditions. These changes, they were told, are being made to help the Council manage tenancies on a day-to-day basis, or because SKDC thinks they will make the tenant's life easier. Other changes were made to help make the Tenancy Agreement easier to understand.

Purpose

11. The purpose of this exercise is to fulfil the legislative requirement to consult, prior to making any changes to the tenancy agreement SKDC tenants will need to abide by. The feedback gathered as part of the consultation process will also inform the members decision.

Legislation

12. This consultation has been undertaken in accordance with the requirements set out in sections 102 and 103² of the Housing Act 1985. These sections govern how the secure terms of a tenancy can be changed. In this scenario, the consultation has also acted as the Preliminary Notice. All South Kesteven District Council tenants have, in accordance with legislative requirements, been notified about, and invited to comment on, any proposed changes to the tenancy agreement for a minimum of 4 weeks or the rental period (whichever is longer).

Scope

² Sections 102 and 103 of the Housing Act 1985 govern how the terms of a secure tenancy can be changed. Section 102 states that a secure tenancy can be varied by agreement or through the notice procedure in section 103. Section 103 outlines this notice procedure for periodic tenancies, which requires the landlord to first serve a preliminary notice informing the tenant of proposed changes and inviting comments, before they can issue a formal [Notice of Variation](#).

13. The scope of this consultation was focused on tenants in both sheltered and general needs housing. Consultation with other internal stakeholders (those from other sections of the Council including Housing Repairs, Rents and Public Protection and councillors) has already taken place.

Objectives

14. The objectives of the consultation were to:
- Ensure tenants were given an opportunity to review and comment on the draft Tenancy Agreement document
 - Collect opinions on proposed changes to the draft Tenancy Agreement
 - Collate a list of observations and identify how they might be addressed
 - Ascertain degree of support for the draft Tenancy Agreement
 - Inform the decision that will be taken by Cabinet in respect of the revised Tenancy Agreement

Methodology

15. The responses to these consultations were collected over a four-week period (24 November through to 22 December 2025). 203 responses were received in total. The data was gathered via a web link to an on-line survey. Printed copies of the survey were made available to tenants who requested them. For those who wanted more detail, the survey included links to both the draft Tenancy Agreement and the Tenants Handbook. 200 on line responses and three printed responses were received. Members of a Tenants Focus Group were also asked to review the document and a workshop was held with councillors to discuss the proposed changes. The feedback from each of these meetings has already been collated and is the subject of a separate submission.

16. The survey included the following sections:
- An introduction to the consultation, why their help was needed and how their feedback will be used
 - The main reasons why SKDC is revising the Tenancy Agreement
 - An option for the consultees to make further comments
 - An opportunity for the consultees to supply their details so they can be contacted, if they so wish
 - Arrangements for those for whom accessibility is an issue
 - A thank you and closing date

The results

17. The first question on the survey related to rent and other charges. (Chapter 4, page 13). Tenants were told that the total amount of



rent they pay is currently charged over 48 weeks (sometimes 49 weeks if there are 49 Mondays in the year) and that the Council would like to change this so that the total amount of rent a tenant pays is charged across the whole year - 52 weeks (sometimes 53 weeks if there are 53 Mondays in the year).

18. This will mean that the amount they pay each week will be less than it is now, but they will pay something every week during the year. The amount of rent they pay will remain the same. To help illustrate how it would work in practice, an example was provided:

For example, if their rent is £5,200 for the year:

Spread out over 48 weeks they currently pay £108.33 per week

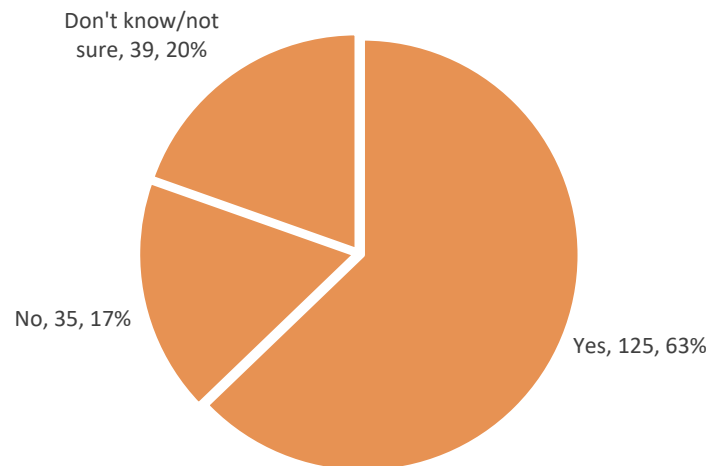
Spread out over 52 weeks they would pay £100 per week

19. Tenants were provided with a reason for proposing this change. SKDC would like to make this change because they think it will make it easier for people to budget, especially for those in receipt of Housing Benefit or Universal Credit (which is calculated across the whole year).

20. Three fifths of those taking part in the survey (125 or 62.8%) were in favour of this change. A fifth were not, with the remaining fifth answering don't know/not sure, as illustrated in the pie chart below:



Q1. Do you agree with this proposed change?



21. When asked why they had chosen to answer in this way, tenants were either in favour of the change- seeing it as beneficial from a cost-of-living perspective, not in favour of the change as the current arrangements suited their personal circumstances, or could see no benefit or drawback as they already pay monthly and are not on benefits. Some were in favour of more clarification. Examples of each of these views are below:

“Cost of living is so high so this would help so much!”

“I would like to keep it this way. Because being in the building industry bad weather around December means there might not be any work. So, for me it's a good thing to have those two free weeks as a bit of security of going behind with the rent.”

“I already pay monthly so it will have little effect on me”

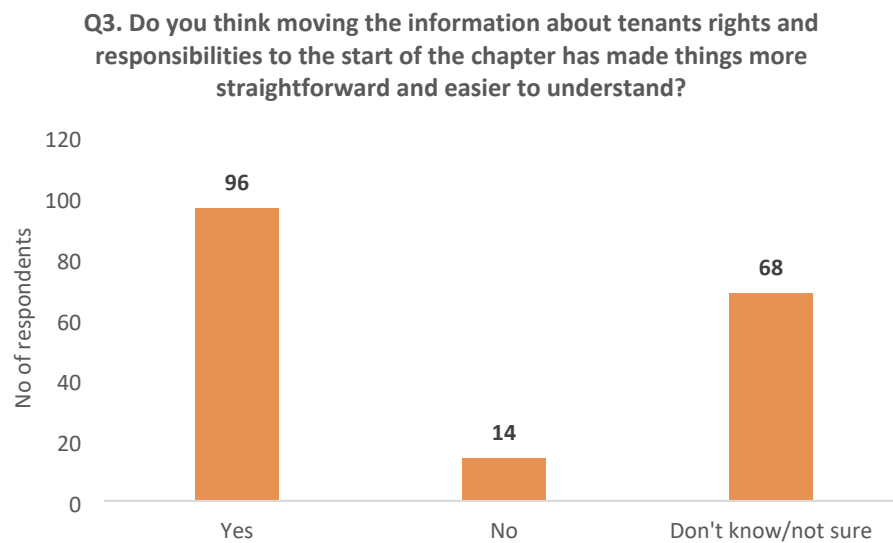
“Not enough information supplied on rent changes.”

22. The second proposed change to SKDC's Tenancy Agreement respondents were asked about related to Repairs and Improvements. The sections within the 'Repairs and Improvements' (Chapter 5, pages 14-16) regarding tenants' responsibilities and rights

have been moved and are now at the beginning of the chapter.

This was because they are important and moving them makes them more prominent and hopefully easier to understand.

23. Just over half of those participating in the consultation (96 or 53.9%) thought that moving the information about tenants' rights and responsibilities to the start of the chapter has made things more straightforward and easier to understand. Two fifths of respondents (68 or 38.2%) didn't know or weren't sure. This is illustrated in the bar chart below:



24. The comments made by tenants supported this distribution of responses. Some agreed that moving the information helped to make things more straightforward and easier to understand. A significant element (68 or 38.2%) didn't have an opinion either way. Others used it as an opportunity to comment on the repairs process. These views are illustrated in the quotes from tenants overleaf:

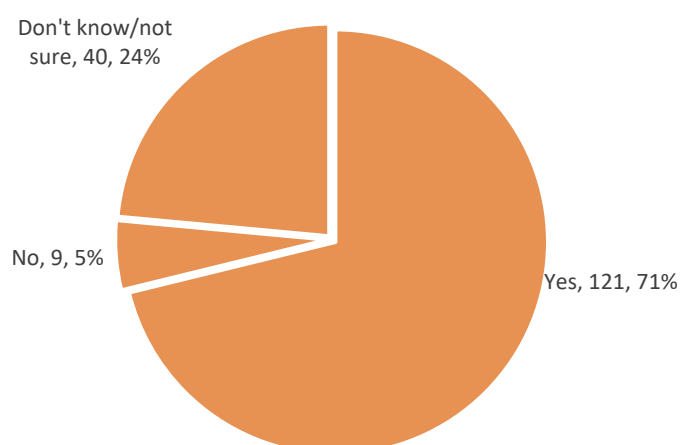
“Agreed, this is important information”

“I don't think it makes much difference.”

“Can only get certain repairs done! Need a new fence and been told it my responsibility to do it, when in truth I’m a tenant and the fence is not really my property....”

25. The third change to their agreement tenants were asked about is the addition of two new chapters. These outline the Council’s position and response to instances of Domestic Abuse and Safeguarding.
26. Tenants were informed that the Council does not tolerate domestic abuse by any of its tenants or members of their households. Chapter 7 (page 18) ‘Domestic Abuse’ has been added to ensure tenants and members of their households are aware of the tenancy related consequences for those who commit this crime.
27. Seven out of ten respondents (121 or 71.2%) thought that the tenancy related consequences of being found guilty of domestic abuse crimes were communicated clearly in Chapter 7 of SKDC’s Tenancy Agreement. This is illustrated in the pie chart below:

Q5. Do you think the consequences are clearly communicated in this chapter?



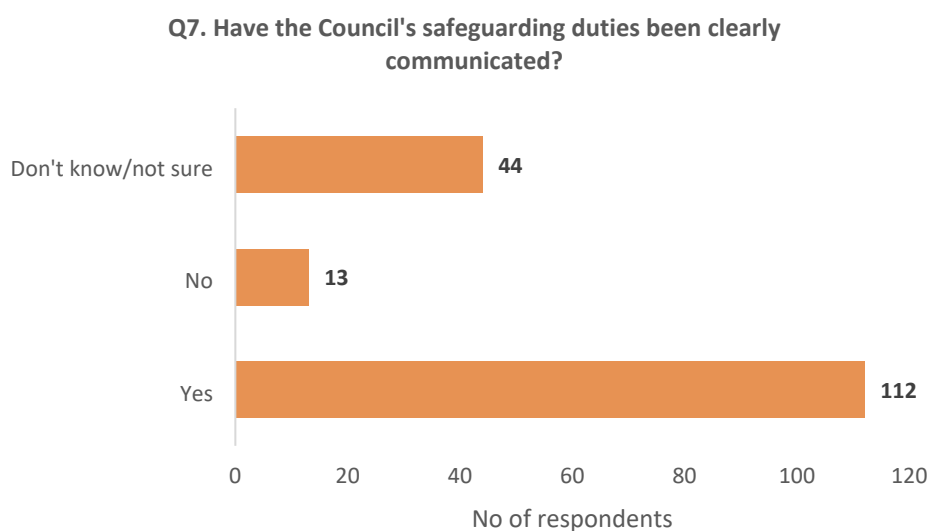
28. When invited to expand on their answer, most respondents were supportive. A couple asked how this position will be enforced. These viewpoints are illustrated below:

“100% agree with this. It should not be stood for in any way”

“How will this be enforced and monitored?”

29. Respondents were then asked about safeguarding. The Council, they were told, is committed to safeguarding the welfare of children and/or young people and adults with care and support needs and has a duty of care to refer anyone they think is at risk to Lincolnshire Adult or Child Safeguarding Services. 'Safeguarding' Chapter 8 (page 19) has been added so that tenants are aware of the Council's responsibilities in this area and what they should do if they think there might be a safeguarding issue.

30. When asked if the Council's safeguarding duties have been clearly communicated, two thirds of respondents (112 or 66.3%) thought that they had. This is shown below:



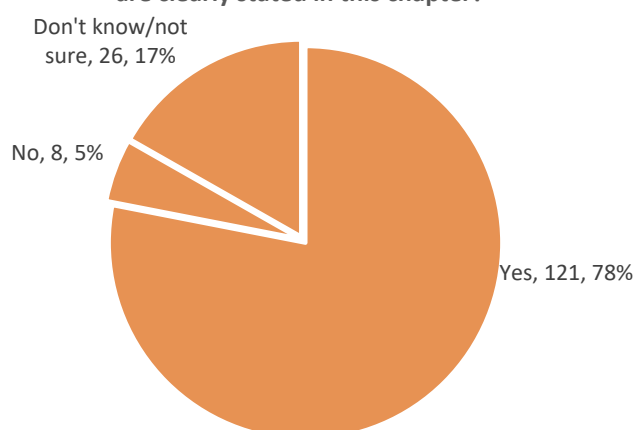
31. When asked to explain why they had chosen to answer in the way that they had, some said it was because they thought more explanation was needed. Others thought that the explanation was clear and straightforward. Examples of each viewpoint are included below:

"There is a lot to process but the communication is clear."

“Some people have no idea about safeguarding. It needs to be clear”

32. The fourth change to SKDC’s tenancy agreement tenants were asked about is the insertion of some additional wording to ‘Property Condition’ (Chapter 9 page 20).
33. This is focused on the tenants’ responsibility to keep their home, any communal area including stairwells and gardens, free from fleas, vermin and other pests. It also asks tenants to keep any areas around the communal bins free from rubbish.
34. Tenants were asked if the additional responsibilities they will have regarding the condition of their property, and any communal areas, are clearly stated in this chapter. Just under four fifths of respondents (121 or 78.1%) thought that they had been, as illustrated in the graph below:

Q9. Do you think the additional responsibilities tenants will have regarding the condition of their property, and any communal areas, are clearly stated in this chapter?



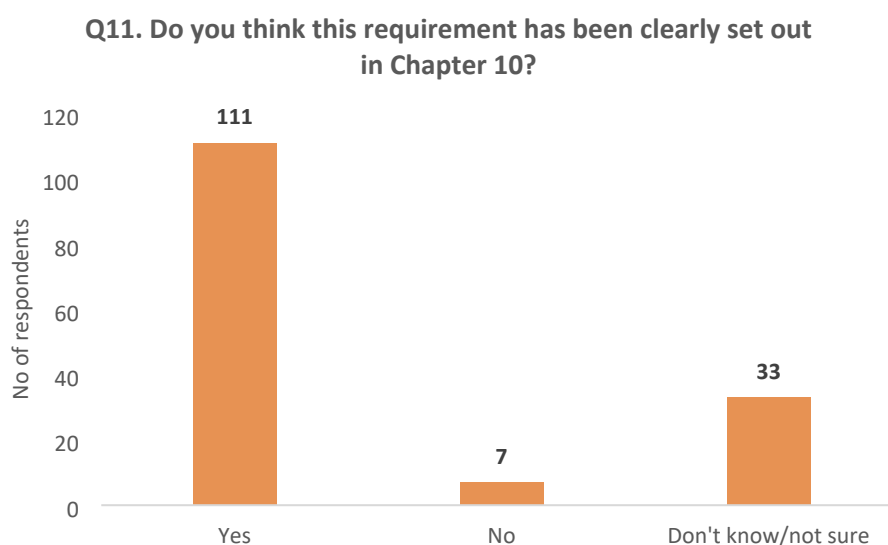
35. When asked if they wanted to provide more information about their answer choice, it appears there is a lot of support for this proposal. This is caveated by a concern of how to deal with those who choose not to

acknowledge their responsibilities. This position is summarised in the quotes below:

“Yes, although one person in a communal area could keep it pristine yet another person trash it. How will that be managed or resolved?”

“How will you enforce keeping communal areas, bin stores tidy where some tenants will refuse to do anything? It would be unfair to penalize those who try to keep them tidy.”

36. Respondents were then made aware of additional wording regarding fire safety and the safe storage and charging of mobility vehicles which has been inserted into chapter 10 (Page 21) Health and Safety’ of the Tenancy Agreement. Tenants or anyone else who is part of the tenant’s household must not store or charge mobility scooters, e-bikes and e-scooters on exit routes and in communal areas in their home or leave the battery charging when they are out or while they’re asleep.
37. Tenants were asked if this requirement had been clearly set out in Chapter 10. Three quarters (111 or 73.5%) thought that it had been, with just over a fifth (33 or 21.9%) choosing to answer don’t know/not sure, as illustrated here:



38. When asked why they had answered in this way, the feedback from respondents was either that they were in favour of the proposal not to charge mobility scooters

overnight, or not. Some asked if alternative arrangements for charging will be made available. Each of these positions are illustrated in the quotes below:

“Because safety always comes first”

“Although this does not yet impact myself directly, it would some of my neighbours. Until such time as the council makes adequate provision for charging disabled peoples mobility devices, there should be no penalty associated with the charging of these essential items.”

39. The sixth change SKDC made to their Tenancy agreement relates to animals. Chapter 11 ‘Animals’ (Pages 22 and 23) has been updated to make it clearer. It states that permission must be sought before keeping a pet. This will however be dependent upon the type of property the tenant lives in, and the pets they have, or would like to have. Tenants were advised that further guidance is available in the Tenant Handbook (section 10, page 40) and provided with a web link to the document.
40. Tenants were informed that additional wording has been inserted regarding the responsibilities of keeping animals. Previously, only tenants in sheltered housing or tenants living in flats had to seek permission to keep a pet. Now tenants living in any type of property may need to seek permission, depending on the type and number of animals.
41. They were also told that additional wording has also been inserted regarding the legal requirement for cats to be microchipped as well as dogs.
42. Tenants were asked if the responsibilities of keeping animals in council properties had been clearly communicated. Whilst the wording in the Tenancy Agreement appears to have been clear, there was an issue with a couple of the clauses in the Tenants Handbook, which were misinterpreted and caused concern for some respondents – particularly in respect of permission for pets already owned. This needs to be addressed to avoid any further misunderstandings and explains the strength of feeling expressed by some respondents, as illustrated below:

“What does this mean for tenants who already have pets who don’t live in flats or sheltered housing? Does this mean we now have to seek permission for the pets we currently have and could be at risk of being made to get rid of them?”

“I’ve never had to have permission to have an animal before and now if you need permission for the pet you already have,

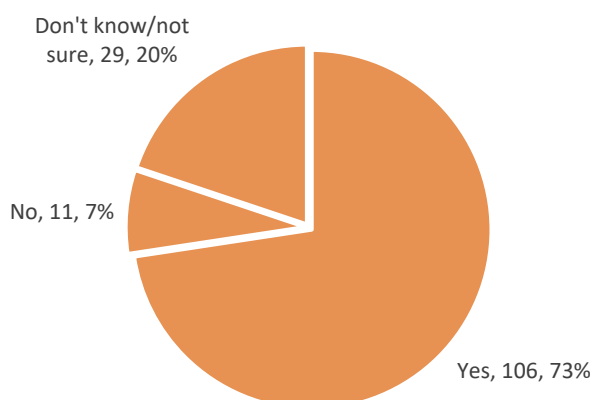


and the council refuse that permission what happens to your pet, I will not be getting rid of my pet if that's what the answer would be”

“It gave me anxiety reading the first few pages so what affect this will have on people with mental health issues is worrying especially those that have pets.”

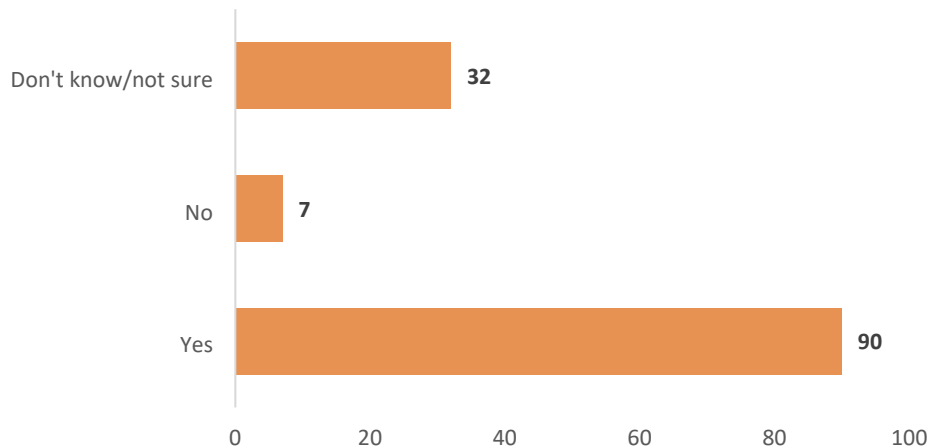
43. Seven out of ten (106 or 72.6%) thought that the responsibilities of keeping animals, including the legal requirement for cats to be micro-chipped as well as dogs, had been communicated clearly, as shown in the pie chart below:

Q13. Do you think the responsibilities of keeping animals, including the legal requirement for cats to be micro-chipped as well as dogs, has been communicated clearly?



44. Tenants were informed that other minor amendments had been made to their Tenancy Agreement to make it clearer and easier to understand. Seven out of ten (90 or 69.8%) thought it was clear and easy to understand, as illustrated in the graph overleaf:

Q15.Do you think the draft tenancy agreement is easy to read and understand?



45. Most respondents thought the wording used was clear and easy to understand. Others said bits of it (particularly relating to owning animals) were not as clear as they could be. Some tenants requested that a new copy of the agreement to be sent to them so that they know what is expected of them.

“I find it easy to understand”

“.....I think the animal part is worded stupidly We should not have to ask permission for a common pet.”

“I think a copy of the proposed new agreement should be sent to all tenants to ensure they have this and understand what this means before these changes please.”

46. The final question on the survey asked tenants if they had any comments. Tenants used the opportunity to voice their concerns on a variety of issues including animal ownership, the height of trees, outstanding repairs and anti-social behaviour. A couple of respondents queried the legislation governing tenancy agreements. Examples of the observations include:

“I don’t believe you should have to ask for permission to keep animals....”

“I've seen looking through it, that trees should not be over 6ft high? Is this correct? As when I moved here all the trees, and 2 still are, way over 6ft high....”

“Where there are tenants with older Tenancy Agreements, that do not include a clause allowing for unilateral changes by the council, Tenants must be advised of their right to reject the changes....”

“.....I do believe tenancies need to be tighter as there is far too much ASB on our streets especially in the summer months....”

Conclusion

47. Undertaking this consultation has been very useful. It has provided lots of feedback on the proposed changes to the Council’s Tenancy Agreement.

48. Tenants are generally supportive of most of the changes proposed, but some would appreciate a little more clarity, as illustrated in this quote:

“We enjoy living with SKDC, and are supportive of these changes, we just would require some more clarity. I think the council does its best to support tenants and always makes repairs in a timely manner. Contractors are polite and the social rent is extremely affordable and greatly appreciated. Sometimes councils can receive a bad name; but we are extremely grateful to SKDC for our home”

49. Some expressed reservations about some of the proposals – most notably those concerning animal ownership. It would be prudent to review the wording in the Tenants Handbook which applies to animal ownership, as this has been an issue of concern for some participating in the consultation.

50. The proposal to change the arrangements for paying rent and service charges was also an area of concern for a few tenants and would perhaps merit further investigation prior to its implementation.

51. Members are asked to note the contents of this report.

Prepared by Deb Wyles

Communication and Consultation

30 December 2025

