

LBL response to Lewis Silkin Comment

Lewis Silkin, were asked by the Independent Advisors to carry out a review the draft Assured tenancy being developed for use by HfL for the new social tenancies. This is our response to those comments.

Lewis Silkin have raised a large number of comments. These had generally not been picked up in our initial drafting of the new agreement as the intention was to keep both documents as similar as possible, focussing on areas that had to be altered reflecting the change in landlord (grounds for possession etc.)

We are adopting the vast majority of the comments, and have found the process to have been a very useful one. While these minor changes will make very little practical differences in how tenancies are managed, they have resulted in a document that is clearer and easier to understand.

Lewis Silkin have addressed the review from a tenant's perspective; our wholesale acceptance of the majority of comments should act as a reassurance to tenants of any concerns they may have about moving to a new HfL tenancy.

Overview.

Lewis Silkin note that Landlord and Tenant obligations are mixed together. They suggest that this may be confusing for residents. The draft tenancy agreement incorporates three separate forms of Assured Tenancy agreement: Starter, Lifetime Assured, and Demoted Tenancy. Again, there is a view that this may be confusing and that it would be beneficial to produce separate agreements.

As previously outlined to residents our intentions have been to keep the new tenancies the same as the existing tenancies unless there is a good reason not to. It is important to us that tenants can easily compare the different documents and see where changes have been made. There are many different ways to draft and structure a tenancy agreement. We do not consider that there is a significant benefit to a complete restructuring of the document, although we have made parts clearer – for instance separating out the differences in the rights for the different forms of tenancy (starter, demoted, lifetime assured) when describing succession and assignment rights.

Right to Buy

To note that provisions for a contractual Right to Buy were included in the draft sent to Lewis Silkin. This has now been removed from the draft. Right to Buy is a subject for specific consultation with tenants.

Tenants Handbook

Lewis Silkin have raised concerns about the tenancy agreement referring to the “Tenant’s Handbook” when the document is not available. We’ve removed references to the handbook throughout the document. Where there are areas in the tenancy agreement where further detail is beneficial, these have been expanded, although changes are very minor in nature. The tenant’s handbook relates to how the landlord and tenant will work together, rather than detailing further provisions that the tenant must adhere to, we do not believe that we need to reference the handbook in the agreement.

Security of tenure

We note and would draw attention to the important comment that 'The effect therefore is to provide Lifetime Assured tenants with the same level of security of tenure to that which they currently enjoy as Secure tenants of LBL'.

Specific Changes

Detailed respond to all specific changes is provided in the table below. You can see that the vast majority of these have been accepted.

Clause No	Lewis Silkin Comment	Our response
Definitions	There is no definition of Assured Shorthold Tenancy	Definition Added
<p><i>Clause 2.5</i> <i>"Which type of tenancy you have is decided by statutory rules. Tenants who have certain types of tenancy have certain statutory rights (such as the right of Assured Tenants to assign their tenancies in certain circumstances. This tenancy agreement is not intended to alter those statutory rules or change or extend those rights. Where there is any conflict between the statutory rules or rights and this tenancy agreement, the statute will prevail. If you are in any doubt you can ask HfL's Managing Agent's office. If you live in sheltered accommodation, some of these do not apply and there may be additional conditions that do apply. Please see you handbook for details</i></p>	<ul style="list-style-type: none"> • The type of tenancy is not decided by "statutory rules". • New tenants are likely to be granted a starter tenancy. This is not a statutory requirement. • Existing Secure tenants are to be granted Lifetime Assured Tenancies. This is a Key Guarantee but not a statutory requirement; • Demoted tenancies are created following a court order which is not a statutory requirement. 	Removed the wording " <i>Which type of tenancy you have is decided by statutory rules</i> " for clarity.
<p><i>Clause 2.9</i> <i>"This agreement can only be changed by agreement between the Landlord and Tenant."</i></p>	Unlike Secure tenancies an Assured tenancy may only be changed/varied by agreement between the HfL and the Tenant	For info only
<p><i>Clause 2.10</i> <i>"You agree that any notice or letter that is addressed to you, has been properly services on you if it has been:..."</i></p>	Replace: services with served	Changed

<p>Clause 2.11</p> <p><i>“In addition the provisions of section 196 of the Law of Property Act 1925 (which provide for other forms of valid service) are incorporated into this tenancy agreement.”</i></p>	<p>This clause is not necessary as the provisions of s196 Law of Property Act 1925 are set out in Clause 2.10.</p>	<p>Changed</p>
<p>Clause 2.12</p> <p><i>“If you want to give us notice, you must write to the Chief Executive of HfL via HfL’s Managing Agents office.”</i></p>	<p>This should contain an address for HfL where tenants may serve notice as required by s48 Landlord and Tenant Act 1987.</p>	<p>Changed</p>
<p>Clause 2.14</p> <p><i>“You have the right to see your personal records in accordance with the Access to Personal Files (Housing) Regulations 1989. You also have the right to see information in accordance with the Data Protection Act and the Freedom of Information Act, but we may charge a fee for this”</i></p>	<ul style="list-style-type: none"> • The Access to Personal Files (Housing) Regulations 1989 were repealed on 1 March 2000 by the Data Protection Act 1998 • The Freedom of Information Act will not apply to HfL which will not be a Public Authority; • Tenants will however have a right to make a subject access request under the Data Protection Act 1998. 	<p>References to The Access to Personal Files (Housing) Regulations 1989 changed to reflect current legislation</p> <p>However HfL is a Public Authority for the purposes of the Freedom of Information Act so this reference has been retained</p>

<p>Clause 2.16</p> <p><i>“If we do not meet our responsibilities under the tenancy agreement, you can do the following:</i></p> <p><i>If you are dissatisfied with the Complaints Procedure, you can contact the Housing Ombudsman. The Ombudsman would normally expect a complainant to have exhausted the Complaints Procedure before getting involved.”</i></p>	<ul style="list-style-type: none"> • Missing word “the” – you can get details of the complaints... • This is unclear and should refer to HfL response to the complaint rather than the “Complaints Procedure” 	<p>Changed</p>
<p>Clause 2.18</p> <p><i>“The management of HfL’s housing stock involves the processing of personal data of tenants, for example, for the purposes of allocation or determining a tenant’s rights, and sometimes also of sensitive personal data such as ethnicity or gender. By signing this you will also be giving your consent to the legitimate processing of such data in Data Protection Act 1998.</i></p>	<p>Some landlords include provision for tenants to consent to the sharing and/or disclosing of personal data</p>	<p>Noted, we do not feel that this clause needs to be amended, and plan to retain the current wording.</p>
<p>Clause 2.19</p> <p><i>The data held by HfL in respect of your Tenancy will be used for crossmatching and cross-authority comparison purposes for the prevention and detection of fraud.”</i></p>	<p>Should refer to “you and” your tenancy as this is referring to personal data.</p>	<p>Changed</p>

Section B: Your Rights and Obligations

Clause No	Comments	
<p>Clause 3.4 <i>"We are entitled to change the rent and other charges but must give you written notice before we do so. Details are set out in the Tenants' Handbook"</i></p>	<ul style="list-style-type: none"> • KG3 – Rent increase will be phased in over five year period. This is not reflected. • The mechanism for increasing the rent should be clear to tenants and not contained in a handbook on which they have not had the opportunity to consider or be consulted. • S13 Housing Act 1988 provides a procedure for increasing the rent unless there is "a provision [in the tenancy agreement] binding on the tenant" setting out a different procedure. <p>It is not clear therefore whether HfL would be increasing the rent in accordance with s13 and it is arguable that a procedure in a handbook would not be binding for the purposes of s13.</p>	<p>The phased rent increase is a temporary arrangement for 5 years, and as such we do not think it is helpful to include in the tenancy agreement. We do confirm that the commitment still remains and will be adhered to.</p> <p>The rent will be set by the council in the same way as the rent for the council owned secure tenancies. This has been clarified in the text of the agreement.</p>
<p>Clause 4.3 <i>You are prohibited from making any changes to the exterior of your Property without our written permission</i></p>	<ul style="list-style-type: none"> • Written Permission should be granted "<i>prior</i>" to any changes. • HfL Should agree not to unreasonably withhold consent – s19(2) Landlord & Tenant Act 1927 or there should be an absolute prohibition on changes to the exterior of the property. 	<p>There are not circumstances where changes to the outside of properties would be permitted. The clause has been adjusted to reflect that, with an absolute prohibition.</p>
<p>Clause 4.7 <i>"If it is your responsibility to carry out a repair and you do not do it, we will tell you in writing of the repair and the time you</i></p>	<p>HfL cannot enter a tenant's property without the tenant's consent, save in an emergency, and to do so would be an interference with the</p>	<p>Changed</p>

<p><i>should do it in. If you don't do the repair within this time, we can enter your Property, do the work and charge you for the work (including our administrative costs)."</i></p>	<p>tenant's right to peacefully occupy the property.</p>	
<p>Clause 8.5</p> <p><i>"You must not block, obstruct, create or leave any hazard on landing, corridor, stairwell, lift, refuse chute, access way, fire escape or any other communal area or wedge open fire door or security door if you live in a building with communal facilities"</i></p>	<p>Add the word "any" – <i>hazard on any landing...open any fire door</i></p>	<p>Changed</p>
<p>Clause 8.6</p> <p><i>"HfL may from time to time publish regulations in respect of recycling household and/or bulk waste. You must keep to the rules of that scheme and in the event you do not we may impose a penalty charge, or take such other action we think appropriate which may include a charge for removing and disposing of the waste."</i></p>	<p>HfL cannot impose a "penalty charge". It can however charge tenants for removing waste.</p>	<p>Changed</p>
<p>Clause 11.2</p> <p><i>"You must get our written permission before you put up a shed, porch, fence or any similar structure in your garden. If we give you permission, you must then maintain and look after the structure."</i></p>	<p>HfL should agree not to unreasonably withhold consent.</p>	<p>Changed</p>
<p>Clause 13.3</p> <p><i>"If you do not let us in to your Property after we have given you proper notice we may force entry and charge you for any costs, any damage or financial or other loss caused by the delay."</i></p>	<p>HfL cannot enter a tenant's property without the tenant's consent, save in an emergency, and to do so would be interference with the tenant's right to peacefully occupy the property.</p>	<p>Changed</p>
<p>Clause 13.4</p>	<p>HFL should agree to repair any damage</p>	<p>Changed</p>

<p><i>“Our officers or agents may also enter your Property without giving notice if, they believe that you or others are at risk or that the Property or any other property may be damaged if they do not enter. We will do our best to contact you before we force entry to your Property. If there is no-one in the Property to let us in we will make sure that your Property is secure after we have carried out our inspection or any work we have to do.”</i></p>	<p>caused by forcing entry in addition to leaving the property secure.</p>	
<p>Clause 15.1</p> <p><i>“In addition to specific clauses mentioned here, there are other occasions where HfL will recharge for costs incurred. Please see your Tenants’ Handbook for more details.”</i></p>	<p>Potentially unfair contract term. All charges should be clearly and fully expressed and not in a separate handbook that tenants have not been consulted on.</p>	<p>Changed – now includes legal costs, other costs already covered in the agreement.</p>
<p>Clause 16.1</p> <p><i>“You must live at your Property as your only or principal home. If the Property is no longer your only or principal home, as defined according to the conditions below, then your Tenancy will come to an end and if required we will take legal action to end your Tenancy.”</i></p>	<p>Clause is contradictory. “end your Tenancy” at end of clause should be changed to: recover possession.</p>	<p>Changed</p>
<p>Clause 16.2</p> <p><i>“You can only carry out a business or trade from your Property if you get our written permission first. This will only be given if you can work from your Property without causing a nuisance to anyone else or break any planning or use regulations. It may be withdrawn if, having granted permission, the business or trade causes a nuisance or you break any planning or use regulations¹.”</i></p>	<p>This is potentially an unfair contract term. The need for permission should be removed and tenants should be required to agree that they won’t break any planning or use regulations and will not cause a nuisance to neighbours.</p>	<p>We do not believe it is unreasonable for the landlord to require consent to business/trade being carried out at the properties due to the wide range of businesses that this could relate to. Clause not changed.</p>
<p>Clause 16.6</p> <p><i>“If you go away without telling us and we discover someone</i></p>	<p>Add to the end of the clause: and recover</p>	<p>Changed</p>

<p><i>else living in the Property, we will assume that you have sublet the Property or parted with possession of it and may take legal action to end your Tenancy."</i></p>	<p>possession of the property.</p>	
<p>"NOTE"</p> <p><i>"NOTE: As well as obtaining our written permission for any alteration or business use of your Property you should always check whether or not planning, building control or other permissions are needed. You can get more advice about these from Lambeth's Planning Department"</i></p>	<p>This should be amended to remove reference to permission for business use and add in that permission maybe required to take in lodgers</p>	<p>As above, we do not think it's unreasonable to require permission for running a business. We are going to ask a question about taking in 'holiday guests' such as through AirBnB.</p>
<p>Clause 16.8</p> <p><i>"While you are a tenant you must inform us if you acquire any legal or beneficial interest in any other residential property. If we discover that you have a legal or beneficial interest in another property we will assume that that is your principal home unless you show us that this is not the case."</i></p>	<p>Unfair to assume that another Property acquired by the tenant is their principal home, unless the provision is saying if the tenant fails to notify HfL of another property.</p>	<p>Tenant has opportunity to show whether that HfL flat remains their principal home, we are not planning on changing this clause.</p>
<p>Clause 17.2</p> <p><i>"If you are a Lifetime Assured Tenant (but not if you are a Starter Tenant or Demoted Tenant) you can sublet part of your Property, but only if you have our written permission first. If you sub-let part of your Property you must not allow this to cause the Property to become overcrowded."</i></p>	<p>The tenant should be required to provide details (name, age, sex) of any intended sub-tenant.</p>	<p>Changed</p>

<p>Clause 17.3</p> <p><i>“You cannot sublet the whole of your Property. If you do so, you will lose your status as a Lifetime Assured Tenant, Starter Tenant or Demoted Tenant and we will take action straight away to end the Tenancy and evict you.”</i></p>	<p>Replace “cannot” with: Must not</p>	<p>Changed</p>
<p>Clause 19</p> <p>Assignment, Exchange & Succession (Lifetime Assured Tenancies Only)</p>	<p>The Agreement does not deal with the right to exchange or succession during the demoted period.</p>	<p>Changed</p>
<p>Clause 19.1</p> <p><i>“Assignment’ is where you transfer your Tenancy to someone else. ‘Succession’ is where a tenancy passes to someone else when the tenant has died. ‘Exchange’ is where you swap your Property with another of our tenants, or a tenant of another local authority, housing association or certain other bodies.”</i></p>	<p>Replace “another” with: a local authority and add: or other housing association.</p>	<p>Changed</p>
<p>Clause 19.2</p> <p><i>“Assignment, Succession and Exchange can only take place under the limited circumstances detailed within the Housing Act 1985 as if the Act applied to this tenancy agreement with the effect of mirroring your rights in your previous Secure Tenancy and (in the case of Exchange) with our written permission which we will only withhold in certain specified circumstances. Your rights will also depend on whether you are a Lifetime Assured Tenant, Starter Tenant or Demoted Tenant, and whether there has been a previous succession. You may also require the written permission of any other landlord involved.”</i></p>	<p>States that the tenant’s rights to an assignment etc will “<i>depend on whether you are a Lifetime Assured Tenant</i>”. However the heading states that Clause 19 applies only to Lifetime Assured Tenancies. This is therefore contradictory and/or confusing.</p>	<p>Changed</p>
<p>Clause 19.3</p>	<p>Lambeth’s Tenancy Policy (February 2013)</p>	<p>Changed</p>

<p><i>“Under the terms of Lambeth’s Tenancy Policy (February 2013), in the case of tenancies granted after 1st April 2012, succession rights will be afforded to tenants’ children who have lived with the tenant for 12 months prior to the tenant’s death, in addition to the statutory right to succeed conferred by the Housing Act 1988 (as amended).”</i></p>	<p>will not be relevant to tenants of HfL.</p> <p>Under the Housing Act 1988 only a spouse or civil partner have a statutory right to succeed. HfL are therefore providing additional contractual rights to children who resided at the property for 12 months’ prior to the tenant’s death to succeed to the tenancy.</p>	
<p>Clause 20.1</p> <p><i>“You may keep a dog if your property is suitable and you have written permission from the HfL Managing Agent’s office. If permission is given, it will be on condition that the dog is micro chipped and relevant owner details recorded and kept up to date. The dog must not cause any damage to your home or cause nuisance, danger or harm to any other person in or around the locality. You are allowed to keep assistance dogs for either yourself or members of your household.”</i></p>	<p>Add: our permission and delete “from the HfL Managing Agent’s office”</p>	<p>Changed</p>
<p>Clause 20.4</p> <p><i>“Except in a very exceptional case we would never grant permission to have more than 2 dogs and we will not give permission if we think your home is unsuitable for your pet, or would cause a nuisance or danger to any other person. Permission to have domestic pets may be withdrawn at any time. You are not allowed sell pets from your property or in and around the locality.”</i></p>	<p>Add: to sell</p>	<p>Changed</p>
<p>Clause 21.1</p> <p><i>“You must not use your Property, or permit it to be used, for</i></p>	<ul style="list-style-type: none"> • Add: immoral purpose to reflect wording of ground for possession. 	<p>Changed</p>

<p><i>an illegal purpose or activity.”</i></p>	<ul style="list-style-type: none"> We would expand this clause to provide details of illegal and immoral purposes including the production, use and sale of illegal substances. 	
<p>Clause 22.1</p> <p><i>“You may not put anything in the Communal Areas that is likely to cause a nuisance, annoyance or danger to anyone. This includes washing, personal belongings and household rubbish not left inside the bins provided. We will charge you for the cost of clearing anything left by you or your household or visitors which is likely to cause a nuisance, annoyance or danger to anyone.”</i></p>	<p>Change: May not for: Must not</p>	<p>Changed</p>
<p>Clause 22.2</p> <p><i>“You must ensure that you have adequate floor coverings to stop or reasonably minimise noise being transmitted to adjacent properties. You must ensure that only curtains or proper window dressings are used at windows. You must not cover the walls in fabric or other materials so as to significantly impede the exposure of the walls to air.”</i></p>	<p>Is installing blinds prohibited. This is potentially unfair and likely to be unenforceable.</p> <p>Window dressing and wall fabrics are unlikely to cause nuisance or harass others. If these provisions are to be retained they should come under the heading <i>Your use of the property</i></p>	<p>Changed (it's not prohibited, we've clarified that to be the case)</p> <p>Changed</p>
<p>Clause 23.2</p> <p><i>“You must not keep flammable material, liquids or gases in the Property (other than may be reasonably required for domestic use) or do anything (including holding a barbeque), which might cause a fire, flood or other damage to the Property.”</i></p>	<p>Unfair to prohibit the use of a barbeque. Property may include a garden.</p>	<p>Changed</p>
<p>Clause 23.3</p>	<p>Contradicts clause 23.3 which prohibits use of</p>	<p>Changed</p>

<p><i>"You are not allowed to use a barbeque or patio heater on or directly underneath balconies. You may have a barbeque in your garden provided it is safe to do so and does not cause a nuisance to your neighbours."</i></p>	<p>barbeque</p>	
<p>Clause 23.5</p> <p><i>"You must not store dangerous or hazardous substances in the Communal Areas or the Locality."</i></p>	<ul style="list-style-type: none"> • Locality is not defined • Potentially unfair to prohibit storage of items in locality say if such items are stored in a garage or similar in the locality, but not on the Estate 	<p>Locality is defined at the beginning of the Illegal and Anti-Social Behaviour section.</p> <p>The storing of dangerous substances is not permitted in garages either. We're not changing this clause.</p>
<p>Clause 24.1</p> <p><i>"You must not park any vehicles on our land unless they are roadworthy, taxed and insured, unless you can provide a valid acknowledgment of a Statutory Off Road Notice (SORN) issued by the DVLA for the period. A copy of the SORN must be visible on the vehicle and vehicles with a SORN must not be parked on our land for more than six months. After six months a vehicle with a SORN will be considered to be abandoned."</i></p>	<p>Delete: Acknowledgement of a.</p>	<p>Changed</p>
<p>Clause 24.2</p> <p><i>"You must not abandon any vehicle on our land. Any abandoned vehicles may be removed and disposed of."</i></p>	<p>Add a cost recovery from the tenant.</p>	<p>Changed</p>

<p>Clause 24.7</p> <p><i>“You must not carry out major repairs including engine changes, body part replacements and paint spraying, to any vehicle at the Property or on our land. You may carry out routine maintenance such as the changing of tyres, plugs or oil, providing that this does not cause a hazard or nuisance or annoyance. In particular when changing oil you must not allow it to foul roadways or paths. You must not pour oil, petrol or any other chemical substance down drains or gullies or place it in domestic bins. You will be responsible for cost of remedying any damage caused to the Property or Communal Areas as a result of vehicle repairs and maintenance that you have carried out.”</i></p>	<p>Add: the cost (in last sentence).</p>	<p>Changed</p>
<p>Clause 25A</p>	<p>The clause as drafted is in accordance with the requirements of Part V Housing Act 1985 – the</p>	<p>Changed</p>
<p>Right to Buy- (Lifetime Assured Tenants Only</p>	<p>Right to Buy. Under the Act tenants need to have been a secure tenant of the Council for 3 years.</p>	<p>To note the plan at this stage is to not include a clause on RTB, but it will be a question for consultation.</p>
<p>Clause 25A.2 bullet 5</p> <ul style="list-style-type: none"> • <i>“the Property forms part of your job, for example, you work as a school caretaker.”</i> 	<p>Add: was let to you as. Delete: forms</p>	<p>Changed</p>
<p>Clause 26.2</p>	<p>Clause 26.2 states the grounds for possession which HfL will not rely on including Ground 8 and Ground 11. The exclusion of these two grounds</p>	<p>We think it’s useful to include this detail, particularly as the handbook is not available.</p>

	<p>is in accordance with the KGs.</p> <p>We do not consider it necessary to provide a description of the grounds that HfL will not rely on save maybe Grounds 8 and 11. Some grounds, for example Ground 1, are not relevant to a landlord such as HfL and would therefore never be used. We suggest that the list of grounds is replaced with:</p> <p>We will not be seek possession on grounds 1 to 6, 8 or 11 in schedule 2 to the Housing Act 1988. A detailed summary of these grounds is set out in the Tenant's Handbook.</p>	
<p>Clause 26.2</p> <p><i>Grounds on which HfL will rely on</i></p> <p><i>"If required, we may ask the court to end your Tenancy on the</i></p> <ul style="list-style-type: none"> • <i>Ground 7: the tenancy was due to be provided to you following the death of the former tenant and our proceedings for the recovery of possession are started no later than 12 months after the death of the former tenancy or, if the court directs, after the date we became aware of the former tenant's death. To confirm, if we accept rent from you following the death of the former tenant this will not be regarded as creating a new tenancy, unless we agree in writing to a change any term within the tenancy agreement</i> • <i>Ground 9: you are provided with suitable alternative accommodation following an order for possession</i> • <i>Ground 10: rent is unpaid on the date proceedings for possession have begun and, except where the court considers it just and equitable to remove the need to serve a notice of proceedings, the rent was also in arrears at the notice was served</i> • <i>Ground 14: you, a member of your household or a visitor to your home has caused a nuisance or annoyed anyone.</i> 	<ul style="list-style-type: none"> • Replace: end your tenancy with make a possession order N.B. tenancy does not come to an end on making of possession order. Tenancy comes to an end on execution of possession order (eviction). • Ground 7 – replace: was due to be provided to you with has passed to you under a will or intestacy • Ground 7 – former tenant not tenancy • Ground 7 – add: of after change • Ground 9 – delete: you are provided with add: will be available after accommodation • Ground 10 – add: date the notice was served • Ground 14 – add: or been convicted of 	<p>Changed</p>

	using the property for an illegal purpose or of an offence committed in the locality	
<p>Clause 27.1</p> <p><i>“If, during a Starter Tenancy or Demoted Period, you break any of the tenancy conditions, or if we have some other good reason, we may take action to end your Tenancy. We must serve a notice upon you setting out the reasons that we intend to terminate your Tenancy called a ‘Notice of Proceedings for Possession’.”</i></p>	<p>Delete: setting out the reasons that we intend to terminate you tenancy reasons are not necessary</p> <p>Notice is called: Notice Requiring possession.</p> <p>Add: served in accordance with section 21 Housing Act 1988 and giving two months’ notice of our intention to seek possession.</p>	Changed
<p>Clause 28</p> <p><i>Our power to end your tenancy (other tenancies)</i></p>	<p>Reference to other tenancies in heading is confusing. Replace with: where it has ceased to be an Assured tenancy</p>	Changed
<p>Clause 28.1</p> <p><i>“If the tenancy has ceased to be a Lifetime Assured Tenancy, Starter Tenancy or Demoted Tenancy we can bring the tenancy to an end by giving at least 4 weeks’ written notice ending on a Monday.”</i></p>	<p>Clause is confusing and should set out that if tenant ceases to occupy the property the Assured tenancy (Lifetime Assured, starter or demoted) will come to an end and the contractual tenancy that remains will be terminated by 4 weeks’ notice to quit.</p>	Changed
<p>Clause 28.2</p> <p><i>“Your obligations in this agreement continue to apply until your Tenancy is brought to an end even if you leave the Property. The following rights (which apply to some kinds of tenancy) do not apply to tenancies that are no longer Starter</i></p>	<p>Clause is confusing. Reference to the various tenancies should be removed. They are all assured and if tenant ceases to occupy the tenancy ceases to be assured, whether lifetime, starter or demoted.</p>	Changed

<p><i>Tenancies, Demoted Tenancies or Lifetime Assured Tenancies:</i></p> <p>(1) <i>The right to sublet part of your Property with permission, or to take in a lodger;</i></p> <p>(2) <i>The right to assign your Tenancy;</i></p> <p>(3) <i>The right to buy your Property;</i></p> <p>(4) <i>The right to exchange your Property;</i></p> <p>(5) <i>Although our obligations to repair your Property continue, the Right to Repair Scheme (which permits tenants in some circumstances to nominate another contractor) do not apply."</i></p>	<p>It is however fair and correct that the tenant loses these rights if he or she ceases to occupy the property as their only or principal home</p>	
<p>Clause 31.1</p> <p><i>"However, if your Tenancy is brought to an end, and even if we agree to let you remain in the Property after it has ended, you will no longer be a tenant from that point."</i></p>	<p>Clause incorrect - Tenancy does not end until eviction</p>	<p>There are situations where this is not the case – such as in the case of joint tenants where one gives notice and the other remains. Keeping clause in.</p>
<p>Clause 31.2</p> <p><i>"If your Secure Tenancy has been ended by a court order (either on a specified date or because you have failed to comply with a condition of a suspended or postponed order) you may, in certain circumstances, be able to apply to court to revive your tenancy."</i></p>	<ul style="list-style-type: none"> • Replace: Secure with Assured • Clause incorrect - Tenancy does not end until eviction 	<p>Changed</p>
<p>Clause 32.2</p> <p><i>"Before a tenancy agreement has been entered into and a tenancy has started, or after your Tenancy has come to an end:</i></p> <p>(1) <i>If we refer to you in any document as a 'tenant' this does not mean that we are granting you (or anyone else) a new</i></p>	<p>Tenancy does not end until eviction</p>	<p>Changed</p>

tenancy or licence.

(2) If we refer to any obligation on you to pay 'rent', we are referring to your obligation to compensate us for your 'use and occupation' of the property. We will seek to recover from you an amount equivalent to the rent set by HFL for that property

(3) If we send you a notice which refers to an alteration of the rent' (and/or Occupation Charges which make up part of the 'rent') you should treat this as notice of the amount that we will demand from you as Use and Occupation Charges whilst you continue to remain in that property, and as notice of the amount of rent which will be charged in the future if we ever grant you a new tenancy, or in relation to your old tenancy of that property if it is ever revived."